

# **School Administrators of Montana**



## **Employee Handbook**

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*The provisions of the Employee Handbook go into effect upon the adoption of this entire document by the SAM Board of Directors and all benefits, requirements, and accruals shall begin from that date.*

## **100 Adoption of Policy**

The School Administrators of Montana welcomes you to our team. In order to inform you of some of our special situations, peculiarities, rules, and regulations, this handbook has been prepared. The handbook is written to inform employees of standard Association policies and procedures. Management reserves the right to change, suspend, revoke, terminate, or supersede policies or benefits described herein with or without notice in any manner it believes to be in the best interest of the Association and consistent with applicable laws. These personnel policies are not intended to constitute the terms and/or conditions of an expressed or implied contract of employment with any applicant to or employee of the Association.

## **105 Probationary Provision**

In order to have an opportunity to determine if a new employee has the skills and ability to perform assigned job duties, all newly hired employees must complete a six-month probationary period. The length of the probationary period may be extended because of observed performance or conduct deficiencies. This period may be extended up to an additional six months upon written notice to the employee on or before the end of the probationary period.

## **110 Employee Record Keeping**

The School Administrators of Montana will maintain a personnel file on each employee. Those having access to the file are: the employee, under the supervision of the Executive Director, the Executive Director and members of the Board of Directors. An employee has the right to file a written rebuttal to data maintained in the file. The file will contain the following: Name in full, home address, time of day and day of week on which the employees work week begins, basis of wages, hours worked in any work day, hours worked in any work week, total wages paid in any pay period, total overtime pay for a work week, itemization of dates, amounts and reason for the deduction or addition, application and/or resume, leave record, time and attendance reports, performance appraisal, discipline matters, and written documents of termination, or other matters that deal directly with the employee.

## **115 Performance Appraisal**

The annual performance of each full time and part-time employee shall be appraised within an appraisal period not to exceed one year. At the beginning of the appraisal period the appraiser shall, jointly with the employee, identify the duties, responsibilities and standards. During the appraisal period, the appraiser shall directly observe the employee's performance. At the end of the period, the appraiser shall issue a determination whether the employee met the standards.

The appraisal will be communicated to the employee in writing and signed by the appraiser within ten days. A meeting shall be held to review the written appraisal and the employee shall be asked to sign a statement on the appraisal indicating that it was reviewed with the employee. The employee will receive a copy of the appraisal. The employee has the right to submit a written rebuttal to the appraisal on file.

## **120 Grievances**

A grievance is a complaint alleging a violation of any policy procedure or practice covered in the employee handbook. An informal (oral) or formal (written) grievance must be submitted within ten working days of the occurrence. Every effort to find a solution shall be made within 15 days. The Executive Director will have five days to respond. If the Executive Director fails to respond or if the Executive Director responds to the employee's dissatisfaction, the employee may file the grievance with the Board of Directors. The Board of Directors shall appoint a hearing committee to conduct an inquiry within 10 working days. Basic principles of due process will govern the hearing. All actions of the hearing committee shall be final. Upon termination, a former employee cannot file a grievance after 10 working days from the termination date.

## **125 Discipline Action**

When formal disciplinary action is necessary, due process and documentation of facts are required. Formal disciplinary actions include, but are not limited to, oral reprimand, written reprimand, suspension with pay, suspension without pay, demotion, and discharge.

## **210 Work Week**

A work week means seven consecutive 24-hour periods beginning at 12:01 a.m. Sunday and concluding at 12:00 p.m. midnight Saturday. The normal work week shall be forty hours, exclusive of lunch. The work week may be adjusted at the discretion of the Executive Director.

## **215 Working Hours**

The normal work day is 8:00 a.m. to 12:00 noon and 1:00 to 5:00 p.m. The work day may be adjusted at the discretion of the Executive Director.

## **220 Overtime**

I. A non-exempt employee means an employee in a position not classified as executive, administrative, or professional.

II. Overtime means the time worked, by a non-exempt employee, in excess of forty hours in a work week, and when approved in advance by the Executive Director.

III. All employees classified as non-exempt employees, will receive overtime compensation for hours worked over forty hours in a work week at the rate of one and one-half times their regular hourly rate.

IV. Overtime is usually compensated only for hours actually worked; however, employees held at a work site are entitled to compensation. The Executive Director is to assign useful productive work. If none is assigned, the employee's right to compensation will not be affected.

V. Employees shall obtain approval from the Executive Director in advance, for permission to work in excess of forty hours per work week, unless assigned by the Executive Director to perform specific tasks.

VI. All hours worked are paid at least regular time. All hours the employee is present at work during a work week are considered for the purpose of calculating overtime payments.

VII. Hours worked in excess of forty hours in a work week must be reported on a time report form, to be compensable. Overtime will be recorded in 1/10 hour increments, i.e., .1 hour equals 6 minutes. Fractional increments may be rounded provided that it does not result in failure to compensate the employee for the entire time actually worked.

VIII. Travel should be scheduled within the employee's regular work day whenever possible. However, travel time outside the regular schedule may be compensable. Travel time is compensable whenever it is necessary to conduct official business authorized by the Executive Director. It does not include hours spent for meals or lodging.

IX. The Fair Labor Standards Act does not authorize the use of compensatory time by private employers, but must pay overtime. Exempt employees are not subject to the overtime provisions of the Fair Labor Standards Act.

### **230 Alternate Work Schedule**

Because of the significance of the various conventions and meetings to the ongoing operation of the Association, different work schedules that provide lesser or greater number of hours shall apply to all employees while working at the conventions and other meetings.

### **310 Annual Vacation Leave**

I. An employee must be continuously employed for a six-month calendar period to be eligible to use vacation leave credits.

II. Vacation leave means a leave of absence with pay for the purpose of rest, relaxation, or personal business.

III. Vacation leave credit means the earned number of vacation days an employee is eligible to use. Annual vacation leave credit accrues from the first day of employment. Leave credits may not be advanced.

IV. Vacation leave credits will not accrue for those hours exceeding forty hours in a work week, nor may credits be accrued while in a leave without pay status.

V. The employee accrues the number of days of vacation leave credit indicated in the following schedule:

<b>Number of Completed Years of Employment</b>	<b>Days per month of Employment</b>
0-10 years	1.25 days
11-15 years	1.50 days
16-20 years	1.75 days
21-on years	2.00 days

Vacation leave credit is earned at the end of each month. An employee may take vacation leave credit at the start of the next month providing the employee has worked six calendar months.

VI. Employees may accumulate two times the total number of annual leave credits he/she is eligible to earn per year, according to the rate earned schedule. Excess vacation leave credit will be forfeited unless taken by the employee within 90 calendar days from the last day of the fiscal year in which the excess credits were earned.

VII. The dates when an employee's annual vacation leave shall be granted shall be determined by agreement between the employee and the Executive Director, with regard to the best interest of the Association as well as the best interest of the employee. Where the interest of the Association requires the employee's attendance, the Association's interest will normally override the employee's interest. The Association may direct the employee to use vacation leave whenever a slow period in the operation occurs. Vacation leave shall be taken in minimum increments of one-half days.

VIII. Vacation leave taken over a legal holiday will not be charged to an employee's vacation leave for that day.

IX. An employee who terminates shall be entitled to cash compensation at the current rate of pay for any unused vacation leave upon the date of termination, providing the employee has worked six calendar months.

### **320 Sick Leave**

I. Definition

a) Sick leave means a leave of absence with pay for a sickness suffered by an employee or his/her immediate family.

- b) Sick leave days means the earned number of sick leave days an employee is eligible to use after a 90 calendar day qualifying period or at the discretion of the Executive Board.
  - c) Immediate family means the employee's spouse and any member of the employee's household or any parent, child, grandparent, grandchild, or corresponding in-law.
  - d) An abuse of sick leave means misrepresentation of the actual reason for charging an absence to sick leave and may include chronic, persistent, or patterned use of sick leave.
- II. Sick leave days are accrued from the first day of employment. An employee must be continuously employed for a 90 calendar day qualifying period to use sick leave. Leave may not be advanced nor may leave be taken retroactively except with approval of the Executive Board. Sick leave days or time off with pay will not accrue for overtime.
- III. Sick leave days are earned at the rate of 12 working days for each year of service. Sick leave days are earned at the end of each monthly pay period. The sick leave days may not be used until the start of the next monthly pay period. An employee may accumulate up to ninety-six (96) sick leave days.
- IV. An employee may use sick leave days for:
- a). illness
  - b). injury
  - c). medical disability
  - d). maternity-related disability
  - e). quarantine resulting from exposure to contagious disease
  - f). medical, dental, or eye examination or treatment
  - g). necessary care of or attendance to an immediate family member
  - h). death or funeral attendance.
- V. Sick leave requests.
- a). The Association will provide a procedure for application and approval of sick leave in agreement with this policy.

b). The Executive Director or the Board of Directors may require medical certification of sick leave charged against sick leave days. The medical certificate shall be provided by a licensed physician, or at the discretion of the Association, by a licensed practitioner competent to treat and diagnose the particular illness or condition.

c). A statement by a licensed physician, or at the Association's discretion by a licensed practitioner, may also be required to certify that the illness of a family member requires the immediate supervision of the employee.

d). The Association may require an employee to be examined by a licensed physician, or a licensed practitioner of the Association's choice. The Association shall pay the costs of such an examination.

VI. Sick leave taken over a holiday will not be charged to an employee's sick leave for that day.

VII. When the employee terminates employment with the Association, the employee is entitled to cash compensation for unused sick leave days equal to one-fourth of the compensation for each unused sick day. The value of unused sick leave is computed based on the employee's wage rate at the time of termination.

VIII. Misrepresentation of the actual reason for charging an absence to sick leave is cause for dismissal and forfeiture of the lump sum payment. Chronic, persistent, or patterned use of sick leave may be subject to discipline.

### **325 Emergency Leave--Jury Duty**

I. An employee who is affected by a personal disaster or emergency is eligible to apply to take leave of absence without pay.

II. Jury duty leave means a leave of absence with pay for an employee who has been properly summoned to serve as a juror in a court or judicial proceeding.

III. An employee on authorized jury duty shall receive his/her normal gross wage. An employee shall collect all fees and allowances payable as a result of serving on jury duty and forward the fees to the Association within three days of receiving them. Any expenses or mileage allowances paid by the court shall be retained by the employee. If the employee chooses to charge his/her juror time off against his/her annual leave he/she shall also keep all juror fees paid by the court.



### **330 Holidays and Holiday Pay**

I. The following are holidays as per definition of School Holidays in Montana codes and approved by the SAM Board:

- a). New Year's Day--January 1
- b). President's Day--Third Monday in February
- c). Memorial Day--Last Monday in May
- d). Independence Day--July 4
- e). Labor Day--First Monday in September
- f). Thanksgiving Day--Fourth Thursday in November
- g). Friday following Thanksgiving Day
- h). Christmas Eve Day--December 24
- i). Christmas Day--December 25

II. If any of the holidays listed in Part I falls on a Sunday, the Monday following is a holiday. An employee who regularly works Monday through Friday shall have off the Friday preceding any of the holidays listed in Part I falling on Saturday.

III. Paid holiday leave to which an employee is entitled will not be charged to any other type of leave.

### **410 Classification**

I. Class I--A non-exempt employee in a position not classified as executive, administrative or professional as defined by the Fair Labor Standards Act.

### **420 Wages and Benefits**

I. Wage Plan

- a). Class I--Full time--Entry level to be determined

II. On May 1 of each year the employee will become eligible for consideration of a wage rate increase. Changes in the wage rate will be effective July 1. The Executive Director shall annually develop and recommend to the Board of Directors the wages of the employees.

III. The Association provides a group health insurance benefit program, dental, vision care, and life insurance for employees. Employees have the option of single person or family coverage. The Association reserves the right to adjust monetary caps.

**510 Equal Employment Opportunity**

I. The School Administrators of Montana employ and compensate personnel on the basis of merit, qualifications and competency and deal with employees fairly and without discrimination because of age, race, religion, color, sex, creed, national origin, ancestry or political affiliation.

II. It is the policy of the Association to prohibit sexual harassment of employees.

**610 Retirement Benefits**

The Board authorizes health insurance benefits for retiring SAM employees meeting certain conditions and at the sole expense of the retiree. Those conditions are:

1. The retiree is:
  - a. at least 60 years of age and have at least five years of service, or
  - b. at least 55 years of age and have at least twenty years of service with SAM.
2. That the benefit is not an entitlement to any particular plan or benefit and the SAM Board may modify the plans at any time.
3. That there is no guarantee of health insurance benefits beyond the life of SAM.
4. This benefit would cease to be provided when a “retiree” became employed with another employer that provided health insurance for its employees.
5. A retiree who declined initial coverage or who dropped coverage may not enroll or re-enroll at a later time.

**710 Miscellaneous**

I. Employees are expected to maintain a neat well-groomed professional appearance. Manners towards, and interest in, the membership is of utmost important. Try to give the kind of service you would want if you were a member. Your purpose in being here is to be of service to other people. Time is a most important commodity. Please do not use the Association phone for personal matters, except in case of emergency.

II. The *Employee Handbook* contains the rules and regulations regarding employment. Any and all other practices are subject to continuation, modification, or discontinuation all in the sole discretion of the Association. The employee hereby acknowledges the receipt of an *Employee Handbook*.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Employee