

**CEDAR RAPIDS  
COMMUNITY SCHOOL  
DISTRICT**

**EMPLOYEE HANDBOOK**

**2018-2023 School Years  
(2020-2021)**

*All food service employees, including interim employees*

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## SECTION 1 INTRODUCTION

### A. APPLICABILITY

This Employee Handbook shall apply to all food service employees of the Cedar Rapids Community School District. It does not apply to food service supervisors, food service secretarial personnel, food service truck drivers, food and nutrition office staff, warehouse personnel, and any other employees of the Cedar Rapids Community School District.

### B. EFFECT OF EMPLOYEE HANDBOOK

This Employee Handbook is not intended to imply any contract of employment or any contractual rights. This Employee Handbook manual does not represent a contractual obligation on the part of the Cedar Rapids Community School District or its duly authorized representatives. It is each employee's responsibility to become familiar with the policies and procedures of this organization.

This Employee Handbook shall be maintained solely by the District. The Board of Directors of the Cedar Rapids Community School District and/or the District's administration has the ability to interpret and imply provisions of the Employee Handbook.

Changes to the handbook are at the discretion of the District. However, before changes are made to the handbook, the union must be notified and have an opportunity to discuss and provide input regarding the proposed changes.

### C. EFFECTIVE DATES

This Employee Handbook shall be effective upon being approved or accepted by the Board of Directors of the Cedar Rapids Community School District or its duly authorized representatives. It shall be in effect for the duration of the school year in which it was approved, unless it is modified using appropriate procedures, including providing notice to all employees covered by this Employee Handbook.

### D. SAVINGS CLAUSE

Should any section or language of this Employee Handbook be declared illegal by a court of competent jurisdiction, then that section or language shall be deleted from this Employee Handbook to the extent that it violates the law. The remaining sections and language shall remain in full force and effect.

E. DEFINITIONS

1. The term “Board,” as used in this Employee Handbook, will mean the Board of Directors of the Cedar Rapids Community School District or its duly authorized representatives.
2. The term “District,” as used in this handbook, will mean the Cedar Rapids Community School District.
3. The term “employee,” as used in this handbook, will mean all food service employees of the Cedar Rapids Community School District, except it shall not mean food service supervisors, food service secretarial personnel, food service truck drivers, food and nutrition office staff, warehouse personnel.

SECTION 2 WORK WEEK

A. WORK WEEK

The work week shall consist of five (5) work days, Monday through Friday unless otherwise designated by the District at least fourteen (14) calendar days in advance.

SECTION 3 COMPENSATION

A. TEMPORARY REPLACEMENT

An employee who works at least one (1) day as a temporary replacement shall move on the schedule to the rate of pay in the appropriate column for the actual hours worked. Assistant Managers who cover for the Manager while the Manager is still on the premises will not be paid at the higher rate. Holidays as defined in this Employee Handbook that occur during such assignment shall be compensated at the higher rate of pay.

Upon return to work of the regularly assigned employee, the temporary replacement employee shall assume her/his previous assignment at the appropriate hourly rate.

SECTION 4 LEAVES OF ABSENCE

A. PERSONAL ILLNESS OR DISABILITY

Employees who have completed their new employee probation shall be granted leave without loss of salary as follows:

At the beginning of employment	10 days (pro-rated)
The second year of employment	11 days
The third year of employment	12 days
The fourth year of employment	13 days
The fifth year of employment	14 days
The sixth year of employment	15 days and each subsequent year

Personal illness leave may be accumulated to a maximum of one hundred eighty (180) days, except that employees on a full-year assignment may accumulate leave to a maximum of two hundred thirty (230) days. Application for personal illness leave shall be made to the responsible administrator.

A request may be made for a certificate from a medical doctor from those individuals who are frequently absent from their duties because of illness or from those who are absent for an extended period of time.

Employees who exhaust all accumulated leave and who remain unable to work due to serious illness, may be granted an additional leave of absence as an accommodation.

In the event an employee is placed on long-term medical leave and can return to work, the employee will be guaranteed a similar job to the position they vacated, but not necessarily at the same site, provided the employee is able to perform the functions of the job with reasonable accommodation, if needed. Before a position is posted, the district representative, the union president or designee, and the employee, if possible, shall meet to discuss options.

**B. ILLNESS IN THE FAMILY**

In the event of illness in the immediate family, an employee may be granted a leave of absence not to exceed three (3) days without loss of salary or deduction from personal illness or disability leave.

Unused leave shall be cumulative to a maximum of ten (10) days. The immediate family shall be construed to mean father, mother, son, daughter, wife, husband, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, significant other (affidavit of domestic partnership must be on file with the school district) or grandchild, who must be a legal dependent of the employee or is living in the employee's home and they are the primary caregiver. (Primary caregiver means that the grandparent is acting as the parent and the parent of the child is not in the residence.) Grandchildren may be considered under exigent circumstances with the approval of the Food Service Manager.

The granting of this leave is subject to the approval of the responsible administrator. As proof of illness, the school district may require a doctor's certificate or another person's statement acceptable to the responsible administrator. The granting or withholding of such leave shall not be precedential.

### C. BEREAVEMENT

In the event of death in the immediate family, an employee shall be granted a leave of absence not to exceed five (5) days, generally at the time of such death. (Bereavement leave may be used on an intermittent basis as follows: Days not used at the time of death of the family member may be requested at a later date, but not to exceed 180 days past the date of death. Documentation of the issue may be requested by the Manager of Food and Nutrition. In any event the time does not include scheduled school breaks or holidays.) The leave granted shall be without loss of salary or deduction from personal illness or disability leave, but it shall not be cumulative. The immediate family shall mean father, mother, son, daughter, wife, husband, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, or grandchild or significant other (See meaning of significant other under illness in the family.)

In case of death of other relatives, one (1) day of absence with full pay shall be granted. Other relatives shall be construed to mean grandmother, grandfather, sister-in-law, brother-in-law, aunt, uncle, aunts-in-law, uncles-in-law.

The death of some other person may warrant the same treatment as listed for one of the above categories. Such cases will be considered on an individual basis. The amount of leave allowed under this provision is subject to the discretion of the responsible administrator.

### D. EMERGENCY

An employee may be granted emergency leave of no more than two (2) days per year without loss of pay or deduction from personal illness or disability leave. Emergency leave shall not be cumulative but may be used in conjunction with Personal Leave.

Emergencies which qualify for use of this leave allowance are those situations of an unusual nature which require the employee's attention, which cannot be attended to outside of work hours. Leave requests will be considered on their individual merits. The written request, to the employee's responsible administrator, shall state the reason for the proposed leave. If the nature of the situation makes it impossible to submit a written request, an oral request shall be submitted and then confirmed in writing within three (3) days after returning to work.

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Emergency leave may be used in 1 hour increments.

If the leave is not approved, the absence shall be deducted at the appropriate hourly rate.

E. PERSONAL BUSINESS LEAVE

Each employee shall be eligible to make application in writing to the responsible administrator for one (1) day of personal leave per year. Application for such leave shall be filed at least three (3) employee working days in advance of such leave, unless the time requirement is waived or modified by the responsible administrator. Such leave shall be without loss of salary or deduction of other leave, and any such unused leave shall not be cumulative.

Elementary and Secondary Managers will be granted one additional day of personal leave. (This additional day is not subject to pay out but rather must be taken.)

Personal leave shall not be granted during the first ten (10) or last five (5) employee working days in any school year, or on a day immediately preceding or following a school holiday or vacation period. Personal leave shall not be granted for the purpose of job interview or participation in any form of work stoppage. If the day is not used by the end of the school year, the District shall reimburse the employee for the unused day at the employee's contracted hourly rate.

F. JURY DUTY

An employee called for jury duty, shall continue to receive full salary compensation less the amount of money paid for such service. Application for leave for jury duty should be made to the responsible administrator. When a juror is not required to be available for full-time jury duty, the employee is expected to report for regular work.

G. ORGANIZATIONAL

The school district shall grant a leave of absence without loss of pay to an employee(s) for the purpose of attending state, regional, or national union meetings, or for the purpose of providing testimony at or to attend as a representative during an arbitration hearing. Evidence of Union approval shall be submitted to the responsible administrator. In no event shall the total number of days granted hereunder exceed ten (10) days.

H. MILITARY LEAVE

Military leave shall be granted in accordance with applicable law. Employees who are subject to state or federal military reserve duty shall make every reasonable effort to arrange for reserve military training when school is not in session.

I. GENERAL LEAVE

An employee may apply for a general leave of absence without pay or benefits. A leave of absence may be granted for reasons deemed appropriate by the Superintendent or designee, except no leave shall be granted for the purpose of the employee securing other

employment during the period of the leave. If the employee accepts other employment, during the period of the leave, the leave and the attendant re-employment rights shall be forfeited.

J. PRO RATA

When leaves are authorized with pay, employees who work less than forty (40) hours per week shall be compensated at their regular rate based upon their normal work day.

SECTION 5 HOLIDAYS

Employees shall be granted the following holidays with pay.

Labor Day	New Year's Day
Veterans Day*	President's Day*
Thanksgiving Day and Friday following Thanksgiving Day	Good Friday*
Christmas Day	Memorial Day

\*These holidays in the work calendar may fall on days other than the actual date of the holiday. This shall be determined by the district's school calendar.

If the holiday falls on Saturday, time off with pay shall be granted on the preceding Friday. If holiday falls on Sunday, time off with pay shall be granted on the following Monday. Notwithstanding any other provision of this Section, if any holiday shall fall on a day when students are present, the school district may designate an alternate date on which such holiday shall be observed by giving thirty (30) calendar days' notice thereof.

An employee may be granted leave on the work day prior to or subsequent to the holiday without loss of pay on the holiday, provided the employee has received prior approval from the responsible administrator. The approval must be requested at least four (4) calendar days prior to the holiday. Any unexcused absences on a day, before or after a holiday, shall cause a forfeiture of pay for both the day of the unexcused absence and the holiday.

SECTION 6 TRANSFER

A. DEFINITION

An employee may request a transfer to another job classification or location within the school district

## B. POSTING

When a vacancy exists involving a position expected to continue for more than sixty (60) working days, it shall be posted and a copy of the posting shall be sent to the Union Business Agent. This timeline may be extended by mutual agreement. The notice may be posted 7 days prior to the first working day of the school year to allow all buildings to be potentially staffed on the first day of school. The notice of said opening shall include job qualifications deemed necessary and the location of the position and expected work hours. Within five (5) working days of the posting, an employee may apply for an opening by completing an electronic application through the Districts online Job Applicant Manager System and electronically applying to the position. The District shall not accept transfer requests that occur after the closing date listed in the job posting unless mutually waived by the Director of Food and Nutrition and Union Business Agent, Union President, or designee.

Upon the ending of the posting period, the District will inform the Business Agent, through electronic communication prior to beginning interviews, of the names and associated seniority of current employees who have requested to transfer into the vacancy. Upon completion of the interviewing and hiring process, the District will inform the Union Business Agent, Union President, or designee, through electronic communication within ten (10) days of awarding the position, of the name of the successful candidate.

This information shall be considered confidential and may not be shared with any person outside the Business Agent and Union President. This confidentiality shall not be required if a grievance arises out of the hiring procedures used. When the District has taken action to close a school building, it shall be the prerogative of the District to fill occurring openings, at said school buildings, with temporary appointments and/or substitute food service employees.

## C. PROCEDURE

The school district, whose responsibility it is to assign and direct work, shall determine each employee's qualifications for the opening and shall consider physical and educational requirements plus experience. When two or more employees have relatively equal qualifications, the employee with the greatest total seniority within the unit shall be given priority. The names of those bidding shall be recorded and the results of the bid shall be made known and the Union Business Agent notified within five (5) calendar days after the return date.

If seniority is not followed, the administrator will give the Union and employee in writing, the reason why in detail.

D. LIMITATIONS

1. When an employee is absent from her/his position for a period of time up to six (6) months because of personal illness, disability or serious illness in the immediate family, as defined in this Employee Handbook, the employee shall be allowed to return to a similar position after such an extended absence provided the employee is able to perform the functions of the job with reasonable accommodation, if needed.
2. All positions shall be posted as defined in this Employee Handbook.

SECTION 7 STAFF REDUCTION PROCEDURES

A. REDUCTION IN FORCE

When in the sole judgment of the District, reduction in force is necessary, the District shall attempt to accomplish the necessary reduction through attrition. If further reduction in force is necessary the procedure shall be as follows:

1. Probationary employees in the affected job classification shall be laid off first provided that a qualified replacement as determined by the District is available.
2. If further reduction is necessary, it shall occur within job classifications as described under Schedule A of this Agreement. Within each job classification the employee(s) to be reduced shall be removed from the affected job classification(s) in the reverse order of seniority subject to the following provisions:
  - a. An employee whose position has been eliminated may accept lay-off; replace the employee within her/his classification with the least seniority; or replace the employee with the least seniority in progressively lower pay columns, if deemed qualified.
  - b. The person displaced pursuant to provision 2a will also follow provision 2a in obtaining another position.
3. Within the columns A through E the District, in its sole discretion, may determine if the employee is qualified to perform a specific job.

B. RECALL RIGHTS

An employee on lay off shall retain the right to recall for a period of two (2) years after date of lay off. An employee who fails to notify the District of a change of address within ten (10) days of such change, or who fails to return to work within five (5) working days after being notified by certified letter of recall shall lose recall rights. When a job opening occurs and more than one employee is eligible for recall, and in the judgment of the

school district the employee's qualifications are considered equal, the employee with the greatest accumulated seniority shall have priority for recall.

C. NOTIFICATION OF REDUCTION

At least three (3) working days prior to the scheduled date of lay-off, the school district shall provide written notice to the Union and to each employee who may possibly be affected.

SECTION 8 HEALTH PROVISIONS

A. UNIFORM ALLOWANCE

The Union and the District agree to provide a \$50.00 per year uniform allowance to bargaining unit members. The Union and the District agree that this distribution will be a one-time per year check sent to current employees in September of the school year. Any employees hired after the deadline of the first check in September will be paid after the employee's probationary period has ended.

The Union and the District agrees to maintain a uniform committee in charge of selecting vendors and evaluating vendor performance for employees to purchase uniforms in accordance with District Board Policy. The work of the committee will be voted on by the union members.

SECTION 9 MISCELLANEOUS

A. PROBATIONARY PERIOD

All new employees shall serve a probationary period of forty-five (45) working days.

EMPLOYEE ACKNOWLEDGEMENT FORM

This employee handbook describes important information about employment with the Cedar Rapids Community School District. Since the information, policies, and benefits described herein are necessarily subject to change, I acknowledge that revisions may occur and that such changes will be communicated to me through official notices. Only the Board of Directors of the Cedar Rapids Community School District has the ability to adopt any revisions to this handbook.

I acknowledge this handbook is not a contract of employment. I have received the handbook and I understand it is my responsibility to read and comply with the provisions of this handbook and any revisions made to it.

\_\_\_\_\_  
Employee Name (Printed)

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

\_\_\_\_\_  
Date