

**CEDAR RAPIDS
COMMUNITY SCHOOL
DISTRICT**

EMPLOYEE HANDBOOK

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

**Maintenance, Custodian, Engineers, Press Operators and
Grounds Personnel, Security Officers, Utility Pesticide
Applicators, Distribution Specialists, and Mechanics**

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SECTION 1 INTRODUCTION

A. APPLICABILITY

This Employee Handbook shall apply to all maintenance, custodians, engineers, press operators and grounds personnel, security officers, utility pesticide applicators, distribution specialists, and mechanics employees of the Cedar Rapids Community School District. It does not apply bus drivers, temporary employees, administrative assistants, directors and their assistants, coordinators and their assistants, 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 maintenance, custodians, engineers, press operators and grounds personnel, security officers, utility pesticide applicators, distribution specialists, and mechanics employees of the Cedar Rapids Community School District, except it shall not mean bus drivers, temporary employees, administrative assistants, directors and their assistants, coordinators and their assistants.

SECTION 2 LEAVES OF ABSENCE

A. PERSONAL ILLNESS OR DISABILITY

All employees 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 or disability leave shall be pro-rated, depending on the number of hours per day the employee works. Personal illness or disability leave may be accumulated to a maximum of one hundred ninety (190) days for 10-month employees, two hundred ten (210) days for 11-month employees and two hundred thirty (230) days for 12-month employees. Personal illness or disability leave pay shall be approved by the responsible administrator after submission in the time clock. A request may be made for a certificate from a medical doctor from those individuals who are absent from their duties because of illness or from those who are absent for an extended period of time. Employees shall be able to use this time in hourly increments.

The school district may grant a leave of absence without pay if an employee has exhausted all accumulated personal illness or disability leave and continues to be ill.

B. ILLNESS IN THE FAMILY

In the event of illness in the immediate family an employee may be granted up to three (3) days of absence without loss of salary or deduction from personal illness or disability leave. Unused leave shall be cumulative to a maximum of nine (9) days. The immediate family shall be construed to mean father, mother, son, daughter, wife, husband, brother, sister, grandchild (must be a legal dependent of employee), mother-in-law, or father-in-law.

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

The responsible administrator may allow (in their discretion) the use of an employees' personal illness for the illness in the family if the employee has exhausted all family leave days.

The illness 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.

Up to ten (10) days of accumulated personal illness leave may be requested for the birth or adoption of a child as paternity leave with supervisory approval.

C. BEREAVEMENT

In the event of the death of an employee's spouse, the employee shall be granted bereavement leave of at least ten (10) days at the time of such death. Such bereavement leave may be used within 12 months at the discretion of the employee. After the initial usage period, the employee should give the district three (3) days notification prior to using any remaining bereavement leave.

In the event of death in the immediate family, an employee shall be granted five (5) days leave of absence at the time of such death. 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, husband, wife, significant other (an affidavit of domestic partnership must be on file with the school district), brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild, grandparents. 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 sister-in-law, brother-in-law, aunt or uncle.

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 and the granting or withholding of such leave shall not be precedential.

If the need for bereavement leave arises on a holiday or during vacation leave, the employee shall be granted an alternate day in which to observe the holiday, immediately following the bereavement.

If out of state travel is required in order to attend services the district shall allow employees two (2) additional days (unreimbursed or other leave) for travel. One day for each way.

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 and disability leave. Emergency leave shall not be cumulative. Emergency may be taken in hourly increments.

Emergencies which qualify for use of this leave allowance are those situations of a serious nature which develop suddenly and unexpectedly, which require the employee's immediate attention which cannot be attended to outside of work hours and which are not covered under other provisions. Leave requests will be considered on their individual merits.

The written request, submitted in advance 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 in advance, an oral request shall be submitted and then confirmed in writing within one (1) day after returning to work.

If the leave is not approved, the absence will be deducted at the appropriate hourly rate. The granting or withholding of such leave shall not be precedential.

E. PERSONAL LEAVE

It is recognized that certain personal matters cannot be cared for after school hours, on weekends, or during vacation periods. Each employee shall be allowed one (1) day personal leave, the scheduling of which shall be subject to the approval of the responsible administrator. However, such requirement of scheduling approval shall not be construed as to preclude the employee from using the personal leave day during the contract year. Such leave shall not be deducted from regular sick leave, and if unused at the end of the fiscal year, shall accumulate to a maximum of two (2) days. If unused after the two day maximum, it shall accumulate as a day of sick leave.

F. JURY DUTY

If an employee is called for jury duty, s/he shall continue to receive full salary compensation less the amount of money paid to her/him for such service. Application for leave for jury duty should be made to the Superintendent or designee. When a juror is not required to do full-time jury service, s/he is expected to report for regular work.

G. INSERVICE COURSES

On the prior approval of the Superintendent or designee, employees covered by this contract will be reimbursed an amount equal to one-half of the course fee on the satisfactory completion of in-service courses offered by accredited educational institutions. Employee shall not be charged leave for the time needed to attend the in service course provided they have been given prior supervisory approval to attend. Professional development days shall be available for employees to utilize for this purpose. Courses needed for licensure as required for specific jobs are not covered by this provision.

H. ORGANIZATIONAL

The school district shall grant a leave of absence without loss of pay to an employee for the purpose of attending local, state, or national union meetings. In no event shall the total number of days granted hereunder exceed fifteen (15) days. However, Union officers may be granted additional unpaid leave of absence as deemed appropriate by the Superintendent or designee. This leave may not be used for political purposes.

I. MILITARY

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.

J. 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.

K. PRO RATA FOR PART-TIME EMPLOYEES

When leaves are authorized with pay, employees who work less than thirty (30) hours per week shall be compensated based upon their normal work day.

SECTION 3 VACATIONS

The following schedule shall be used to determine vacation earned:

<u>Years of Service Completed</u>	<u>Vacation Period</u>
<u>As of July 1</u>	
28 years or over	6 weeks
21 years or over	5 weeks
14 years or over	4 weeks
7 years or over	3 weeks
1 year or over	2 weeks
Less than one year	Pro rated

Earned vacation periods shall be determined as of July 1 of each year and shall be used during the ensuing year. Part-time employees shall receive vacation based upon their normal work week. Employees who normally work less than twelve (12) months shall receive a vacation period reduced pro rata (e.g., a nine-month employee shall receive three-fourths of the designated vacation period).

Those eligible for vacation shall take it between June 15 and August 15 except that employee(s) shall be allowed to take vacation during the regular year subject to the approval of the responsible administrator.

Vacation shall be earned from the first day of employment. Upon leaving the employment of the District, the employee shall be paid her/his earned, but unused vacation.

SECTION 4 HOLIDAYS

Employees shall be granted the following holidays with pay.

Labor Day	President's Day
Veterans Day	Good Friday
Thanksgiving Day & Friday following Thanksgiving Day	Memorial Day
Christmas Day	Fourth of July (12 month employee only)
	New Year's Day

If the holiday falls on Saturday, time off with pay shall be granted on the preceding Friday. If the 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 take the work day prior to or subsequent to the holiday with loss of pay on the

work day, but with pay on the holiday, provided s/he has received the approval of the responsible administrator. This approval must be requested at least four (4) calendar days prior to the holiday. Unexcused absences before or after a holiday shall cause a forfeiture of pay for both the day of the unexcused absence and the holiday.

SECTION 5 SUBSTITUTION

An employee substitute for another during the regular one hundred ninety (190) day school year, during summer school when students are in attendance at designated summer school sites, and in Five Seasons Day Care buildings any time day care is in session, earns his/her own wage or the wage of the employee for whom the substitution occurs, whichever is higher.

SECTION 6 BIDDING

A. BIDDING

When a job opening in a full-time position occurs that is expected to continue for more than sixty (60) calendar days, it shall be electronically transmitted to each employee at least five (5) days prior to the closing of the job posting. The notice of such opening shall include the job qualifications deemed necessary for the position. All eligible employees covered by this Employee Handbook, shall have the right to bid for the posted vacancy by submitting notification in writing to the Manager-Custodial and Grounds or designee. A representative of the Union shall be present when bids are to be opened. The names of those bidding shall be recorded and the results of the bid shall be made known and the organization president notified within five (5) working days after the return date. In filling positions requiring the employee to drive in the performance of his/her duties, the District shall have ten (10) additional working days to make the result of the bid known. At the option of the school district, a temporary appointment may be made in lieu of bidding. Notice of such temporary appointment shall be communicated to the President of the organization.

B. FILLING VACANCIES

The school district, whose responsibility it is to determine, assign and direct work, shall determine each employee's qualifications for the opening and shall consider training, skill, performance, and seniority. In the event two or more employees are substantially equal in training, skill and performance, the position shall be filled on the basis of seniority. If seniority is not a determining factor in filling a vacancy, the employee shall, upon his/her written request to the appropriate administrator, be given the reasons in writing why seniority was not followed in filling the vacancy.

C. QUALIFICATIONS

In determining an employee's qualifications for a position, the Manager's decision is final. The employee shall present to the proper Manager, a written copy of the grievance,

within seven (7) days of the Manager's decision rejecting the bid application based on the employee's qualifications.

D. PROBATION ON NEW JOB

In the event an employee bids and is awarded a position, the employee shall serve a six (6) month probationary period. Such an employee, who fails to perform to the satisfaction of the District, may be reduced to the next highest paying job available for which he/she is qualified, upon completion of two written evaluations.

E. LIMITATIONS

1. All Engineers shall have priority bid rights to all Engineer openings. Employees bumped from the Engineer classification as a result of staff reduction shall retain Engineer priority bid rights for one year from the date of such occurrence.
2. The positions of Grounds Maintenance I and Senior Maintenance Mechanic are exempt from the bidding procedure.
3. Under provisions of this Section, employees cannot change positions more than two (2) times during any contract year, unless a promotion is involved.
4. No employee shall be able to fill a position that involves direct line supervision with a position held by an immediate family member or other relative as defined in this Employee Handbook, except as a temporary assignment.

F. ANNUAL INSERVICE MEETING

An annual meeting shall be held in the month of July for the purpose of employee in-service. Such meeting shall be held during a working day as mutually agreed upon by the Union and the school district. All classifications will be invited.

SECTION 7 EMPLOYEE EVALUATION

New employees shall be evaluated in writing by the appropriate administrator or administrative supervisor at least two (2) times during the first six (6) months of employment. Input from co-workers may be taken into consideration in conducting the evaluation. Thereafter, employees shall be evaluated in writing at least one (1) time every three (3) years.

The administrator or administrative supervisor shall hold a conference with the employee, and the employee shall receive a copy of the written evaluation. The completed evaluation form shall be signed by both parties at that time, although the employee may not agree with this evaluation. The employee shall have the right to respond, in writing, to the evaluation within seven (7) calendar days after the conference.

SECTION 8 TEMPORARY TRANSFERS

Employees may be temporarily transferred at the discretion of the responsible administrator. Employees transferred to another department or position during the regular one hundred ninety (190) day school year shall be paid her/his rate or the rate of the position assumed, whichever is higher. Employees transferred at other times shall retain their regular rate of pay. Notice of such A transfer must be provided to the union prior to implementation of the transfer.

SECTION 9 STAFF REDUCTION

A. REDUCTION IN FORCE

Staff reduction shall be defined as the elimination of a position, the reduction of the full-time equivalency of a position, or the closing of a building.

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

1. 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 provided that in all cases the employees remaining in the classification are qualified to perform the work required.
 - a. An employee whose position has been eliminated shall, in the following order, fill a vacancy with the same full-time equivalency in that classification or replace any less senior employee with the same full-time equivalency in that classification.
 - b. If placement is not accomplished under the first step above, the employee(s) shall in the following order, if deemed qualified, fill a vacancy with the same full-time equivalency in his/her pay column, replace the least senior employee with the same full-time equivalency in his/her pay column, replace the employee with the same full-time equivalency with least seniority in progressively lower pay columns, or replace the least senior employee in progressively lesser full-time equivalency groups.
 - c. An employee who is displaced pursuant to the provisions above shall, in the following order, replace the least senior employee with the same full-time equivalency in his/her classification or, if deemed qualified, fill a vacancy with the same full-time equivalency in his/her pay column, replace the least senior employee with the same full-time equivalency in his/her pay column, replace the employee with least seniority with the same full-time equivalency in progressively lower pay columns, or replace

the least senior employee in progressively lesser full-time equivalency groups.

2. In staff reduction, the District shall determine an employee's qualifications for a position and shall consider seniority, training, skill, and performance.
3. In applying the above procedures, no employee shall replace another employee who has greater seniority.
4. It is understood that a full-time employee who, through staff reduction, replaces a part-time employee shall retain his/her position on the full-time seniority list for eighteen (18) months following the date of assignment to the part-time position. If the employee has not returned to full-time status within the eighteen (18) month period, the employee shall be placed on the part-time seniority list according to his/her last date of hire.

B. RECALL RIGHTS

Any employee terminated because of staff reduction shall have recall rights for a period of eighteen (18) calendar months from the date of the employee's lay-off. Recall to available positions shall be given to employees in the inverse order of lay-off within the job classification where the vacancy exists. If there are no laid-off employees within that job classification the senior-most employee on lay-off shall be recalled to the position if that employee is qualified as determined by the responsible administrator.

Recall notice shall be by certified letter, return receipt requested, to the last known address of the employee as shown on the school district's personnel records.

An employee may, without losing his/her recall rights, decline recall to a position with a lower annual salary than that from which the employee was reduced. Such a decline of a recall notice, by an employee, shall not constitute a failure to respond affirmatively as provided in Section B, paragraph four (4) of this Section. If, however, such an employee accepts the lower position, his/her recall rights shall terminate.

Failure of the employee reduced pursuant to the provisions of this Section to respond affirmatively to a certified letter from the school district within five (5) calendar days after receiving such letter, shall result in termination of the employee's right of recall.

C. NOTIFICATION OF REDUCTION

An employee to be reduced shall be notified, in writing, at least thirty (30) calendar days in advance of the staff reduction date.

The District shall provide the Union with a list of those employees in writing reduced pursuant to the provisions of this Section thirty (30) calendar days in advance of the reduction in force date.

SECTION 10 MANAGEMENT RIGHTS CLAUSE

Except to the extent specifically abridged by specific provisions of this Employee Handbook, the employees recognize the employer's inherent and traditional right to manage the school district as has been their practice in the past. The employees recognize the right of the employer to hire, suspend, transfer, promote, demote, or discipline employees and to maintain the discipline and efficiency of its employees the right (which shall be exercised as provided in the paragraph hereof relating to termination of employment) to lay off, terminate or otherwise relieve employees from duty because of lack of work for them to do, or for other reasons as appropriate; the right to establish and change work schedules and assignments and to eliminate, change, or consolidate jobs; the right to direct the methods and processes of doing work, to introduce new and improved work methods and equipment, and to assign work to outside contractors; the right to determine the starting and quitting time and the number of hours to be worked; and the right to make and amend such reasonable rules and regulations as it may deem necessary for the operation of the school district, and to require their observance.

SECTION 11 MISCELLANEOUS

A. Probation

New employees shall be on probation for six (6) months from date of hire.

B. Seniority List

A hard copy shall be provided to the union officers prior to bidding. An employee who bids from the part-time list to the full-time list shall receive a new seniority date and shall be placed at the bottom of the list. The employer will on a semi-annual basis provide the Union with a list of all quits and hires. This list of all quits and hires shall be provided on or about October 1st and on or about May 1st.

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