

**CEDAR RAPIDS  
COMMUNITY SCHOOL  
DISTRICT**

**EMPLOYEE HANDBOOK**

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

**Secretarial and Clerical Employees**

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## SECTION 1 INTRODUCTION

### A. APPLICABILITY

This Employee Handbook shall apply to all secretarial and clerical employees of the Cedar Rapids Community School District. It does not apply to confidential secretaries, teacher associates, 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 secretarial and clerical employees of the Cedar Rapids Community School District, except it shall not mean confidential secretaries or teacher associates.

SECTION 2 WORK DAY AND WORK WEEK

A. INCLEMENT WEATHER

In the event school dismisses early or if school is cancelled after a late start has been called as a result of inclement weather or any other emergency, secretaries shall be dismissed as soon as determined appropriate by the appropriate supervisor or designee and they shall be compensated for their full normal daily hours.

SECTION 3 BASIC COMPENSATION

A. PROFESSIONAL STANDARDS PROGRAM

Upon receipt of certification from programs sponsored by the National Secretaries Association and the National Association of Educational Office Professionals, employees shall receive additional hourly pay as follows:

<u>Certificate</u>	<u>Hourly Premium</u>
Basic	12¢
Associate Professional or Associate Degree	16¢
Advanced I	20¢
Advanced II	24¢
Advanced III	28¢
Bachelor's Degree	36¢
Master's Degree	40¢
Doctorate Degree	44¢

B. IN-SERVICE CREDIT

An employee may become eligible for premium pay by earning credits through approved in-service courses. In order to receive credit, prior approval must be obtained by sending a request to the Chapter President or his/her designee who will review the requests, make recommendations, and forward the information to the Human Resources Department, which shall determine the number of credit hours to be awarded. Normally, eight (8) contact hours will constitute one (1) credit. Evidence of satisfactory completion of the course(s) shall be required. Employees may attend other District in-service activities related to their assignment and duties if approved by their supervisor.

After five (5) credits have been earned, employees shall receive an additional hourly premium of twenty-five cents (25¢), effective July 1 of the following year. Employees currently receiving the in-service credit shall continue to receive it at the current rate. All awards earned shall be compensated at the rate of twenty-five cents (25¢) per hour. The total premium shall not exceed \$1.80 per hour.

Employee working in the Bookkeeper and Accounting Clerk I positions shall receive additional hourly pay in education credit for relevant degrees as follows, upon providing copies of transcripts:

AA Degree:	\$.45
BA or BS Degree:	\$.90

Employees in these classifications are still eligible to receive additional in-service credit as outlined above.

#### SECTION 4 WORKERS COMPENSATION

If an employee qualifies for workers compensation benefits, and the employee elects to have the school district supplement the benefits, the following procedures shall apply:

1. The school district shall pay the employee the employee's regular rate of pay for the number of days the employee has accumulated as sick leave.
2. The employee shall endorse and assign the workers compensation payments to the school district for that period of time.
3. One (1) day of accumulated sick leave shall be deducted for each day of absence.
4. The employee shall retain the workers compensation payments for periods of time following exhaustion of accumulated sick leave.

If an employee qualifies for workers compensation benefits, and the employee elects not to have the school district supplement the benefits, the employee shall retain the workers compensation benefits and the school district shall deduct from the employee's accumulated sick leave an amount of time proportionate to the amount of workers compensation payments made to the employee.

The employee shall notify the school district of his/her option within three (3) days of receipt of the school district's notice to make such option. Failure to report within such time limits shall be treated as an election not to have the District supplement the benefits.

#### SECTION 5 LEAVES OF ABSENCE

##### A. ILLNESS BANK

Employees shall be granted leave without loss of salary as follows:

At the beginning of employment	13 days (prorated)
The second year of employment	14 days
The third year of employment	15 days
The fourth year of employment	16 days
The fifth year of employment	17 days
The sixth year of employment and each subsequent year	18 day

Illness leave may be used for personal illness or immediate family illness. The immediate family shall be construed to mean father, mother, son, daughter, wife, husband, brother, sister, grandchild, mother-in-law, father-in-law, daughter-in-law or son-in-law. The Illness Bank will accumulate to a maximum of one hundred eighty (180) days for 9-month employees, 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. Illness leave pay shall be approved by the responsible administrator. A request may be made for a certificate from a health care provider from those individuals who are frequently absent from their duties because of personal or family illness or from those who are absent for an extended period of time.

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

The illness of some other person may warrant the same treatment as the immediate family. Such cases will be considered on an individual basis.

#### B. BEREAVEMENT

In the event of the death of an employee's spouse, the employee shall be granted a leave of absence of at least ten (10) days at the time of such death. Such leave may be used within 12 months at the discretion of the employee.

In the event of death in the immediate family, an employee shall be granted a leave of absence not to exceed five (5) days, at the time of such death. The leave granted shall be without loss of salary or deduction from personal illness, but it shall not be cumulative. The immediate family shall mean father, mother, son, daughter, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandmother, grandfather or grandchild.

In case of death of other relatives, up to one (1) day of absence with full pay shall be granted. Other relatives shall be construed to mean 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.

#### C. EMERGENCY

Emergency leave has been included in the PTO bank.

D. PERSONAL LEAVE

Personal leave has been included in the PTO bank.

E. RELIGIOUS OBSERVANCE

Any employee whose religious affiliation requires the observance of holidays other than those scheduled in the school calendar and only when there is no opportunity to attend this observance outside of school hours may be excused by the responsible administrator without loss of salary.

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. The employee must submit the jury duty form provided by the court to the Superintendent or designee. When a juror is not required to be available for full-time jury duty, the employee is expected to report for regular work.

G. UNION LEAVE

The school district shall grant a leave of absence without loss of pay to an employee(s) for the purpose of attending chapter, state or national union meetings. Evidence of Union approval shall be submitted to the District. In no event shall the total number of days granted hereunder exceed fifteen (15) days. The school district shall grant a leave of absence without loss of pay to an employee(s) for the purpose of attending chapter meetings but these meetings shall not accumulate to more than five (5) of the fifteen (15) allotted Union Leave days. This leave may not be used for political purposes.

H. PROFESSIONAL

An employee shall be eligible for professional leave to attend conferences and workshops.

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 the adoption of a child, child rearing, education, health, family illness, travel or other reasons deemed appropriate by the Superintendent or designee. Upon return to service the employee shall be assigned to an equivalent position for which she/he is qualified. If there is no vacant position, the assignment shall be in the District's discretion.

J. PRORATA

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.

K. FAMILY AND MEDICAL LEAVE ACT

The Family and Medical Leave Act of 1993 is a United States labor law allowing an employee to take unpaid leave due to a serious health condition that makes the employee unable to perform her/his job or to care for a sick family member or to care for a new son or daughter (including by birth, adoption or foster care). Information can be found at [www.dol.gov/esa/whd/fmla](http://www.dol.gov/esa/whd/fmla).

SECTION 6 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	Good Friday*
following Thanksgiving Day	Memorial Day
Christmas Day	Fourth of July (12 month employees only)

\*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 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.

A PTO request must be submitted to the responsible administrator at least four (4) calendar days prior to the holiday. Any unexcused absence 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.

Employees shall be excused thirty (30) minutes early on the last working day immediately preceding New Year's Eve and on the last working day immediately preceding Christmas Day, provided that his/her services are not required as determined by the responsible administrator. In no instance shall employees be excused prior to the dismissal of students.

**SECTION 7 PAID TIME OFF**

Paid Time Off will be accrued using the following chart, which is found in the Master Contract, in a PTO bank that combines vacation, personal leave, and emergency leave:

<b>Employee Group</b>	<b>Less than 1 Year</b>	<b>1st Year</b>	<b>2nd Year</b>	<b>5th Year</b>	<b>10th Year</b>	<b>15th Year</b>
Twelve Month Secretaries	Pro-rated	8	13	18	23	28
Eleven Month Secretaries	Pro-rated	8	13	18	23	23
Ten Month Secretaries	Pro-rated	8	13	18	18	18
Nine Month Secretaries	Pro-rated	8	13	13	13	13

Eleven, ten, and nine month employees shall use PTO during winter and spring breaks or when students are not in attendance except that employees shall be allowed to take vacation during the regular year with the approval of the administrator.

New employees to the bargaining unit will receive 6 PTO days if hired prior to February 1st and 3 PTO days if hired on or after February 1st. The employee will begin accruing PTO that will be available to the employee on July 1st. The following chart of PTO will be available after a full year of completed service based on months worked. Employees who work a portion of the year will receive prorated PTO.

Current employees with accumulated PTO/vacation exceeding the chart values will not lose any PTO. Employees may roll-over 5 days of PTO at the end of the year. Employees may take the rolled over days as vacation but will not receive PTO cash payout if an employee retires or quits. An employee who quits or retires must use all days (as paid time off) that have been rolled over or forfeit the days. The first PTO days used during the school year will fulfill the requirement.

**SECTION 8 EMPLOYEE EVALUATION**

New employees and employees in new positions shall be evaluated in writing by the principal or immediate supervisor within sixty (60) days after employment and at the end of the first year of employment. Thereafter, employees shall be evaluated in writing at least one (1) time every three (3) years. The chapter president of the union shall be notified when evaluations are due.

All written evaluations shall be based on an objective assessment of the employee’s overall performance.

An evaluation conference shall be held. If an administrator(s) in addition to the supervisor will be present at the conference, the employee will be notified in advance.

Each employee shall receive a copy of the written evaluation within ten (10) working days. If any employee believes his/her written evaluation to be incomplete or inaccurate, he/she may set

forth his/her position in writing and have it attached to the evaluation report to be placed in his/her personnel file. The file copy of such position will be signed by both parties to indicate an awareness of the content.

## SECTION 9 SENIORITY

### A. BREAKS IN SERVICE

An employee's seniority shall be broken by voluntary resignation, discharge, retirement or a continuous period of lay off in excess of eighteen (18) calendar months. An employee's seniority ceases to accumulate by a reduction in force. If an employee who is laid off returns to work within eighteen (18) calendar months, the employee's previously earned seniority will be reinstated. If an employee leaves a position represented by the Union but remains an employee of the school district, or if an employee takes a general leave of absence, the employee's accumulated seniority shall be frozen. When an employee returns to a position in this bargaining unit she/he shall receive credit for seniority previously earned as a member of the bargaining unit.

### B. SENIORITY LIST

A seniority list will be maintained according to the conditions and formula provided in this Section. The list shall include years and days of service based on Section B, the last date of hire as a secretarial-clerical employee, and the employee's name and job classification as defined in Schedule A. In September of each year the District shall furnish the Union a copy of the seniority list. In May, the District shall furnish the Union a copy of all separations and hires.

The Union shall certify the list is correct, and if differences occur, the list shall be corrected according to district records available. It is also agreed that time spent as a teacher aide or associate, when teacher aides and associates were covered by this unit (January 1, 1967 through June 30, 1974) shall be used in determining the employee's seniority.

## SECTION 10 STAFF REDUCTION

### 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.

1. If further reduction is necessary, it shall occur within the six (6) pay columns outlined in the Master Agreement.
  - a. An employee whose position has been eliminated may accept lay off or fill a vacancy within his/her classification, provided, however, that no employee will be required to accept a vacancy with a lower number of months in the work year or hours in the work day. If the employee does not accept lay off or fill a vacancy as described above, he/she may replace the least senior employee within his/her classification with less seniority, provided that the employee displaced has the same number of months in the work year and hours in the work week.
  - b. If placement is not accomplished under the first step above, the employee, if deemed qualified, shall be assigned to any existing vacancy in his/her pay column, provided, however, that no employee will be required to accept a vacancy with a lower number of months in the work year or hours in the work day. If there is no vacancy in his/her pay column the employee shall have the option, if deemed qualified, to replace the least senior employee in his/her pay column, provided that the employee displaced has the same number of months in the work year and hours in the work week.

If placement is not accomplished under the steps above, the employee, if deemed qualified, shall accept assignment to an existing vacancy in progressively lower pay column(s) provided, however, that no employee will be required to accept a vacancy with a lower number of months in the work year or hours in the work day or replace the least senior employee in progressively lower pay column(s), provided that the employee displaced has the same number of months in the work year and hours in the work week.
  - c. If placement is not accomplished under the steps above, the process will be repeated first with progressively lower months in the work year and then with progressively lower hours in the work day.
  - d. An employee who is displaced pursuant to the provisions above shall be subject to the same procedures as described above.
2. Notwithstanding the foregoing, no employee shall replace another employee who has greater seniority and an employee shall not be required to move down more than one (1) pay column for a period of one (1) year. This provision shall not be construed as to limit the District's right to lay off such an employee.

3. Within the columns F, E, D, C, Band A the District, in its sole discretion may determine if the employee is qualified to perform a specific job. When the District determines an employee is not qualified, the employee shall receive a written rationale why said determination was made if the request for the rationale is made in writing within five (5) working days after the employee has been notified of the staff reduction.
4. An employee who is moved to a different pay column shall be placed on the corresponding step if such a step is available.

**B. RECALL RIGHTS**

Any employee terminated because of reduction in force shall have recall rights to any position which becomes available for which the employee is qualified 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 department 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 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 reduction in force date.

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

## SECTION 11 TRANSFER PROCEDURES

### A. POSTING

When a job opening occurs that is expected to continue for more than forty-five (45) calendar days, it shall be posted for a period of at least five (5) working days in all buildings. The notice of such opening shall include the job qualifications deemed necessary for the position. In no instance shall a job opening be filled permanently within five (5) working days of the posting date on the Notice of Position Opening. The District may withhold posting vacancies when a reduction in force is anticipated.

### B. VOLUNTARY TRANSFERS

All eligible employees covered by this Employee Handbook, shall have the right to request a transfer to the posted vacancy by submitting notification, in writing, to Human Resources, before the close of business on the fifth (5th) day.

The employee applying for a vacancy may request an interview with the responsible administrator. Any applicant who does not receive a requested interview shall be given, in writing, the reason(s) why the interview was not granted. The school district shall determine each employee's qualifications for the vacancy and shall consider these areas: training, related skills (as defined in the posting), performance (including current employee evaluation) and seniority. The school district will hire the most qualified employee applying for the vacancy. In the event that no employee requesting a transfer to a vacancy meets the qualifications, the District may fill the vacancy with someone not currently employed in the bargaining unit when the District determines an employee is not qualified, the employee shall receive a written rationale why said determination was made if the request for the rationale is made in writing within five (5) working days after the employee has been notified the position has been filled.

### C. INVOLUNTARY TRANSFERS

Employees involuntarily transferred, as determined and directed by the District, shall be notified of such action as promptly as possible. Every effort shall be made to give such notice at least fourteen (14) calendar days before the transfer is to take place. The District shall consider the following factors when an involuntary transfer is required: (1) seniority, (2) ability to perform the job. Seniority as used in this Employee Handbook is defined in this Employee Handbook. At the employee's request, a conference shall be held with the employee's immediate supervisor to discuss the action and reasons for transfer.

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