Confidential Employee Handbook



2023-2024

Table of Contents

POSITIONS AND DEFINITIONS	3
A. Positions Covered by this Agreement:	3
B. Definitions:	3
JOB EXPECTATIONS AND EVALUATIONS	4
A. Job Expectations:	4
B. Evaluations:	4
GRIEVANCES AND COMPLAINTS	4
WORK YEAR	4
HOLIDAYS	5
VACATION LEAVE	6
SICK LEAVE	7
LEAVE OF ABSENCE	8
A. Injury Leave:	8
B. Family Sick Leave:	8
C. Bereavement Leave:	9
D. Adoption Leave & Foster Care Leave	9
E. Jury or Court Duty:	9
F. Family Medical Leave:	9
G. Personal Leave:	10
H. District Designated Emergency Leave:	10
I. Other Leaves:	10
ABSENCE WITHOUT LEAVE	10
RECORDS	11
EARLY SEPARATION PAY	12
A. Eligibility:	12
B. Number of Days	12
C. Rate of Pay:	12
D. Health Insurance:	12
INSURANCE COVERAGE	13
A. Medical/Dental Coverage	13
B. Term Life Insurance	14
C. Disability Income Insurance:	14
D. Continued Insurance in the Event of Total Disability:	14
E. Initial Coverage	15
SALARY AND COMPENSATION	16
A. Salary Rates:	16

1. Salary Range:	16
2. Substitute Rate:	16
3. Starting Rate on Initial Full Time or Part Time Employment:	16
B. Overtime Work and Compensation:	16
C. Compensation for Attendance Required Workshops:	16
EFFECTIVE DATES	17

It is the policy of the College Community School District not to discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity and socioeconomic status (for programs) in its educational programs and its employment practices. There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy please contact the Executive Director of Human Resources and Equity 401 76th Ave SW, Cedar Rapids, IA 52404 Contact phone: 319-848-5246

SECTION 1

POSITIONS AND DEFINITIONS

For the Confidential Employees of the College Community School District, it is hereby resolved by the Board of Directors of College Community School District, Linn County, Iowa:

A. Positions Covered by this Agreement:

The positions covered by this Agreement shall all be Administrative Assistant positions. The general areas of responsibility shall be:

Accounting Assistant

Accounts Receivable/Payroll

Accounts Payable

Administrative Assistant for Curriculum, Instruction, and Assessment

Administrative Assistant for Human Resources

Administrative Assistant for Learning Services

Administrative Assistant for Special Education

Administrative Assistant for Technology

Administrative Assistant to the Director of Nutritional Services

Administrative Assistant for Transportation and for Buildings & Grounds

Administrative Assistant to the Superintendent

District Volunteer Coordinator and Administrative Assistant for Communications

District Registrar and Enrollment Specialist

Payroll Assistant

B. Definitions:

The word "Board", as used in this agreement, means the Board of Directors or its duly authorized representatives. The word "employee" means those employees designated in Paragraph A above.

SECTION II

JOB EXPECTATIONS AND EVALUATIONS

A. Job Expectations:

All employees are expected to be aware and to follow the procedures detailed in the Job Descriptions for their respective assigned area.

B. Evaluations:

All employees will be annually evaluated with regard to their ability, performance to job expectations and other appropriate criteria.

SECTION III

GRIEVANCES AND COMPLAINTS

Any employee who has reason to feel that they have not received proper, due and fair treatment shall follow the procedures developed in <u>Board Policy 401.07</u> to resolve the problem.

SECTION IV

WORK YEAR

All employees in this group shall be considered twelve (12) month employees. These employee's normal work year shall be considered to consist of 260 days, including vacations, holidays, and approved leaves of absence. For the purpose of determining a daily rate, the hourly salary shall be multiplied by eight (8) hours.

SECTION VI

HOLIDAYS

The following paid holidays shall be recognized:

Day before New Year's Day

New Year's Day

Labor Day

Martin Luther King Day

Thanksgiving Day

Good Friday Friday After Thanksgiving Memorial Day Day Before Christmas

Christmas Day

Employees required to work on a holiday as listed shall be paid double time. When a holiday listed in this section falls on Saturday or Sunday, an additional day of vacation shall be granted in lieu of said holiday, unless, the Board designates the Friday preceding or the Monday following as the recognized paid holiday.

SECTION VII

VACATION LEAVE

All employees in this group shall be provided vacations with pay, according to the following schedule:

Length of Service Completed on June 1st	Num	ber of Days
Less than 6 months	5	Days
6 months service	7	Days
12 months service	10	Days
18 months service	13	Days
2 years' service	14	Days
5 years' service	15	Days
7 years' service	16	Days
10 years' service	18	Days
12 years' service	19	Days
14 years' service	20	Days
15 years' service	21	Days

For the purpose of determining length of service and awarding vacation days on June 1st, employees starting original contracted service before January 1st will be considered to have completed six (6) months service by June 1st; employees starting contracted service before October 1st will be considered to have completed twelve (12) months service on June 1st. Absence on account of sickness, injury or disability in excess of that provided in sick leave provisions, may, at the request of the employee and within the discretion of the Superintendent of Schools, be charged against vacation leave allowance. Accumulation of vacation leave with pay shall not exceed thirty (30) days.

Employees must use 1/2 of their allotted vacation days within the year awarded. The employee's supervisor shall approve all vacation leave. Vacations may be used any time during the school year with the appropriate administrator's approval, and approval shall not be withheld without good reason.

If an employee has been continuously employed for a period of more than twelve (12) months, payment for vacation days earned will be paid on a pro rata basis upon layoff, retirement, resignation or dismissal, if an employee gives five (5) days' notice in case of resignation or retirement. In the event of the death of an employee, payment will be made on a pro rata basis to the surviving spouse or to the estate of the employee.

SECTION VIII

SICK LEAVE

Employees will be awarded 18 days of sick leave annually on July 1st. Accrual of sick leave shall be limited to one hundred and twenty (120) days, as of June 1, 1981, shall not be reduced to a maximum of one hundred and twenty (120) days, except through normal attrition. This attrition shall occur only after the employee has used the one and one-half (1-1/2) days (or portion thereof) are not used. These days shall not be carried forward to add to the accumulated total if it makes it more than one hundred and twenty (120) days.

When an employee qualifies for long term disability insurance benefits, then that employee, upon returning to active employment, shall be granted, on the first day of employment, the number of sick leave days the employee had available on the date of the disability, not to exceed one hundred and twenty (120) days.

Employees absent from work on legal holidays, during sick leave, or on vacation, or absent for disability arising from injuries sustained in the course of their employment or for authorized leaves of absence with pay, shall continue to accumulate sick leave at the regularly prescribed rate during such absence as though they were present for duty.

An employee eligible for sick leave with pay may use such sick leave upon approval of the supervisor for absences due to illness or injury. An employee on sick leave shall inform the supervisor of the fact and the reason thereof as soon as possible and failure to do so within a reasonable time may be cause for denial of pay for the period of absence. The supervisor may require a doctor's certificate before applying for sick leave pay. Absence for a fraction (or part of a day) is chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount no smaller than one half (1/2) day, on separation from school district service, all sick leave credit shall be canceled and may not be reinstated or paid for.

SECTION IX

LEAVE OF ABSENCE

A. Injury Leave:

- 1. The Board may pay the employee the difference between the employee's net salary and the salary replacement benefit received under Workers Compensation Insurance during the period of receipt of such benefits, and all fringe benefits shall continue to remain in effect. This may be taken from the employee's sick leave only with permission of the employee. The employee will be notified by the Payroll and Benefits Specialist or designee of this option.
- 2. If the option is not chosen, the employee will receive only the worker's compensation payment. Leave entitlement as provided in Article XII shall be reduced one (1) day for each day of absence if the employee elects the option of taking the pay difference. When said leave entitlement is exhausted, the Board shall make no further salary replacement contributions to the employee, and all fringe benefits shall be discontinued.

B. Family Sick Leave:

- 1. Employees shall be entitled to five (5) days leave annually, non-accumulative for illness in the family. Illness in the family leave shall be construed to mean leave necessitated by illness of a member of the employee's immediate family. Immediate family shall be construed to mean spouse, common law spouse, or domestic partner, foster children who are in the direct care and reside in the home of the employee who has been designated as a legal guardian, and other relatives whose permanent address is in the same household, as the employee. Family sick leave may also be used for an employee's child and parent regardless of residence.
- 2. In the event that a child is born to an employee's spouse, common law spouse, or domestic partner, "illness in family" days, if available, may be used for care associated with the delivery.
- 3. In the event that an employee's spouse or minor child is hospitalized and the employee has exhausted all five (5) illness in family days and all available personal leave days, up to three (3) additional days of illness in family leave may be granted by the Superintendent or designee for the employee to be with their spouse or minor child during the hospitalization, for follow-up appointments directly related to the hospitalization which are scheduled within the same fiscal year, or for direct care of the spouse or minor child related to the hospitalization.

4. Employees of the District are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993 and the regulations implementing the Act. No provision of the Act is diminished by the inclusion of this provision in this contract nor are the pre-existing family or medical leave provisions of this contract diminished by the inclusion of this provision in this contract.

C. Bereavement Leave:

Bereavement leave shall be used to attend the funeral and other related purposes only.

- 1. Up to seven (7) days of leave shall be granted in the event of death of the employee's child, spouse or legal domestic partner.
- 2. Up to five (5) days of leave shall be granted in the event of death of the employee's grandchild and parent.
- 3. Up to four (4) days of leave shall be granted in the event of death of each of the following: father-in-law, mother-in-law, brother, sister, and any other member of the employee's immediate household.
- 4. Employees shall be granted up to two (2) days **per contract year** to attend funerals in the event of a death of a friend or relative outside the employee's immediate family as defined above.
- 5. In the event of the death of a grandparent, and the employee has already used the allowable two (2) days **per contract year**, one (1) day shall be added to the maximum days allowable.

D. Adoption Leave & Foster Care Leave

In case of adoption of a child or foster placement of a child, an employee shall be granted up to three (3) days of leave with pay, for the necessary legal work involved.

E. Jury or Court Duty:

The Board of Directors may authorize special leave with pay for service on a jury or attending court, except in the cases involving a criminal act by the employee or a civil case initiated by the employee. Remuneration received by the employee, above mileage, for said service, shall be turned over to the school district, in return for full regular pay from the district.

F. Family Medical Leave:

Employees of the District are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993 and the regulations implementing the Act. No provision of the Act is diminished by the inclusion of this provision in this contract nor are the pre-existing family or medical leave provisions of this contract diminished by the inclusion of this provision in this contract.

G. Personal Leave:

Each employee shall be credited with two (2) Personal Days which may be used at the discretion of the employee. An employee planning to use a Personal Day shall notify the employee's supervisor at least one (1) day in advance, except in cases of emergency. In an emergency situation, the employee shall notify the supervisor as early as possible. Unused Personal Days will be added to the vacation accumulation.

H. District Designated Emergency Leave:

District Designated Emergency Leave Twelve (12) month staff will have one (1) day paid emergency leave designated by the superintendent for district wide shutdown.

I. Other Leaves:

The Board may authorize other leaves of absence for any period or periods not to exceed three calendar months in any one fiscal year for the following purposes: With or without pay, for attendance at a college, university, or business school, for the purpose of training in subject relating to the work of the employee and which will benefit the employee and the district, without pay, for urgent personal business requiring the employee's attention for an extended period, such as settling estates or liquidating a business; and with or without pay, for purposes other than the above that are deemed beneficial to the school district service.

In addition to leave authorized above, the Superintendent may authorize the employee to be absent without pay for personal reasons for a period or periods not to exceed ten (10) working days in any school fiscal year.

SECTION X

ABSENCE WITHOUT LEAVE

An employee who is absent from duty shall report the reason to his/her supervisor prior to the date of absence when possible and in no case later than one-half (1/2) hour before the commencement of a working day. All unauthorized and unreported absences shall be considered absence without leave and deduction of pay shall be made for the period of absence. Two consecutive days of absence without leave shall be construed as representing resignation from the school district service.

SECTION XI

RECORDS

Attendance and leave records for all shall be maintained on a current basis by the School District Business Office and shall be available for inspection.

SECTION XII

EARLY SEPARATION PAY

A. Eligibility:

Employees who have completed at least fifteen (15) years of service with the school district of which at least five (5) of the last five (5) years were within the Confidential group and who are at least fifty-five (55) years of age shall be eligible for early separation pay. If less than five years with the Confidential group upon early separation, the employee will fall under the Classified Early Separation policy.

Employees must apply prior to April 1 of the current year in which the separation would be effective. Employees shall retire effective **June 30th of the current school year**, unless an alternative date is mutually agreed upon by the parties. Employees must show proof that they are scheduled to draw IPERS benefits by June 30th of the year following retirement prior to receiving any benefit from this program.

Early separation pay shall not be granted to any employee who is discharged for cause by the school district.

B. Number of Days

An eligible employee, upon early separation, shall receive as early separation pay, an amount representing Seventy-five (75) days' pay, subject to the Pro Rate Schedule as provided in Section D.

C. Rate of Pay:

In applying these provisions, an employee's daily rate of pay shall be the daily rate at the time of retirement (Example: 8 hours x hourly rate), as provided in Section XV of this contract.

D. Health Insurance:

Health Insurance:

Single medical coverage at the HMO Essential level (excluding dental benefits) will be provided for an Employee who elects to receive benefits under this program until the Employee becomes Medicare Eligible. If the employee chooses a PPO plan, they will pay the difference. The Employee must have been an active participant in the medical insurance program the three years prior to electing the benefit. For Employees who elect to remain in the School District's group health insurance plan, the coverage provided for the retiree will be the minimum level non-high deductible plan which is provided to active Employees through whatever group plan is authorized by the Board during the period of time that insurance benefits are provided.

An Employee who receives benefits pursuant to this program may elect to continue coverage until Medicare Eligibility under the family plan offered by the insurance carrier serving the district. If an Employee elects to continue coverage under the family plan, a payment for the full amount of the monthly premium for its coverage shall be made to the district's central office prior to the date the district's premium payment is made to the insurance carrier. The option of participation in the family plan is available at the expense of the Employee separating service providing the coverage is provided by the insurance carrier serving the school district.

Nothing herein shall limit the School District's ability to change the terms of its existing health and major medical insurance plan. This policy in no way guarantees that a participating Employee will be provided any certain level of benefits during the time of the Employee's participation in the insurance benefits portion of the early retirement program.

Payment:

Payment shall be made to the fixed portion of a Variable Annuity Account "Retirement Plan Trust Account" in the Employees name in accordance with IRS regulations 401 (a) and 403 (b) at which time the Employee takes ownership of the account.

SECTION XIII

INSURANCE COVERAGE

A. Medical/Dental Coverage

The district shall provide single/medical coverage for each employee. The medical plan provided will be determined each year by the employer. The employee may purchase additional insurance above the district provided plan. Employees with spouses that are employed by the district may apply the amount of the single medical/dental coverage to the two person or family coverage. Eligible employees whose spouse is employed by another MIIP member may choose to receive \$210.00 per month in lieu of insurance. Eligible employees that choose to not be covered through the district's/MIIP group plan will receive \$125.00 per month in lieu of insurance. Those employees declining coverage must meet the following conditions:

- 1. proof must be provided that the employee is covered by a medical plan and a waiver must be signed,
- 2. the number of employees permitted to decline coverage will be limited to 25% of the eligible employees district wide.

If more than 25% desire to decline coverage, district wide seniority will determine those eligible to decline coverage. Those employees above the 25% will be placed on a waiting list and will have the first option of not taking coverage in the following year. Anyone declining coverage in the current year can only return to coverage upon the occurrence of a HIPAA Qualifying Event.

Employees may pay premiums above the district provided amounts with regular payroll deductions or with salary reduction dollars in accordance with IRS regulations. They may also pay additional medical expenses and establish a dependent care spending account with salary reduction dollars in accordance with IRS regulations.

All insurance benefits shall be subject to the regulations and insurance policy terms of the carrier providing such insurance and to regulations of the Internal Revenue Service.

B. Term Life Insurance

The district shall provide each employee with a \$20,000 term life insurance policy including a \$20,000 accidental death and dismemberment policy. Additional term life insurance in increments of \$10,000 to a maximum of \$50,000; Employees may pay the premiums/costs with regular payroll deductions or with salary reduction dollars in accordance with IRS regulations. All insurance benefits shall be subject to the regulations and insurance policy terms of the insurance company providing such insurance and to regulations of the Internal Revenue Service. Employees may purchase additional term insurance above \$50,000 in increments of \$10,000 to a maximum of \$120,000. This additional insurance is subject to underwriting and is payable under payroll education. Employees cannot pay for amounts above \$50,000 with pre-tax dollars.

C. Disability Income Insurance:

The Board of Directors shall purchase at school district expense a disability income protection policy under the provisions of current Board policy. All insurance benefits shall be subject to the rules, regulations and insurance policy terms of the company providing such insurance.

D. Continued Insurance in the Event of Total Disability:

If, in the opinion of the Board, an employee becomes totally disabled necessitating his/her absence from work, the Board will continue insurance payments set forth in this section of the agreement until the earlier of:

- 1. Three calendar months following the date of total disability, or
- 2. The earliest date on which the employee is able to convert the policy or policies to personal policies; or
- 3. The date on which the insurance policy provides mandatory cancellation due to the employee status.

E. Initial Coverage

Eligible employees, new to the district, will be covered by insurance no later than thirty (30) days after initial employment. All insurance benefits shall be subject to the rules, regulations, and insurance policy terms of the insurance company providing such insurance.

SECTION XIV

SALARY AND COMPENSATION

A. Salary Rates:

1. Salary Range:

Employees covered by this agreement will be paid in a range from \$23.97 an hour to \$29.00 an hour, with placement to be by administrative recommendation, subject to the complaint procedure. Accounts Supervisor-Business Office Coordinator and Payroll/Benefits Specialist may be paid a salary dependent upon their training and duties assigned.

2. Substitute Rate:

The substitute rate for positions covered by this agreement will be \$17.00 an hour.

3. Starting Rate on Initial Full Time or Part Time Employment:

Original appointment to any position will be made within the salary range stated above. Experience and other qualifications will be considered when making the placement. All new employees must remain on probation for a minimum of 60 calendar days. The administrator in charge may extend the probation time up to an additional 60 days.

B. Overtime Work and Compensation:

In emergencies, a department head or supervisor may prescribe a reasonable period of overtime work to meet operational needs. Completed records of overtime shall be maintained by the supervisor.

Employees shall be compensated for authorized overtime work by payment at time and one-half. Overtime, for the purposes of this Resolution, shall be defined as all hours worked in excess of forty (40) hours in any week during the period Monday through Sunday. For purposes of describing "hours worked" in this section.

C. Compensation for Attendance Required Workshops:

Employees required to attend workshops shall be compensated at regular wage rate for the time spent in attendance at said workshops. Employees shall be encouraged to attend at least one state or local meeting or workshop, related to their work, each year.

SECTION XV

EFFECTIVE DATES

The effective date for this Resolution shall be July 1, 2023 through June 30, 2024.