

# Nutrition Services & Prairie Association of Support Staff Handbook

Handbook for the Bookkeepers, Carpenter/Painter, Central service, Clerks, Custodians, Food Service, Grounds Keepers, Instructional Computer Paraprofessionals, IT Technicians, Laborers, Maintenance Workers, Paraprofessionals, School Safety Monitors, Secretaries, Transportation Mechanics Employees of CCSD.

JULY 1, 2023 - JUNE 30, 2024

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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

# ARTICLE 1 RECOGNITION AND DEFINITIONS

#### 1.1 <u>This handbook recognizes the following:</u>

- a) Employer: The College Community School District governed by the Board of Directors or its duly authorized representatives.
- b) Employees: Regular full-time and regular part-time classified staff employees of BU-0700 and the Foods and Nutrition staff.
- c) This includes: Secretaries, maintenance, grounds keepers, paraprofessionals, clerks, central service, transportation service, and food service, technology, and custodial services.
- d) This excludes: Administrators, Bus drivers, Bus Aides, Confidential Staff, and Early Childhood Center employees.

# 1.2 **Definitions:**

- a) "School Days" shall mean those days when employees are in attendance, except during summer vacation, when school days shall mean days when the Board's business office is open.
- b) As used herein, the term "employee" shall mean all persons described above.
- c) As used herein, the term "regular employee" shall mean all contracted employees who are employed 30 hours or more per week except part-time and temporary employees.
  - i) For Food Service employees full time employment are employees who are employed 27.5 hours or more per week.
- d) As used herein, the term "part-time employee" shall mean all contracted employees whose normal work week is less than thirty (30) hours per week.
  - i) For Food Service employees part time employment are employees who are employed less than 27.5 hours per week.
- e) "Sub employees" are those employees working on call. These employees are not covered by this agreement.
- f) "Days" as used in this agreement will mean calendar days except where specifically stated otherwise or when referring to leaves of absence, vacations and holidays which will be employee work days. "Working days" as used in this contract shall refer to the days of the employee's work schedule.

# ARTICLE 2 WAGES AND JOB CLASSIFICATIONS

# 2.1 <u>Hourly Schedule:</u>

Employees who are to be paid on an hourly basis are assigned salary class grades as follows:

Salary Class Grade	Class Titles				
1 A	Paraprofessionals (hired after 7/1/06)				
1APC	Paras with Para Certification (hired after 7/1/06)				
1AA	Paras with AA in Education (hired after 7/1/06)				
1ABA	Paras with BA in Education (hired after 7/1/06)				
1	Clerks & Paraprofessionals (Paras hired before 7/1/06)				
2	Attendance Clerk & School Safety Monitor,				
3	Full time and part time Laborers and Custodians, Central Service Clerk, & High School Bookkeeper				
4	Elementary Guidance Secretary & Middle School (Point) Activities Secretary				
5	Transportation Service Person, Custodian II, Secondary Guidance Secretary, & High School Activities Secretary.				
6	Custodian I, Groundskeeper, Elementary Building Secretary, & Instructional Computer Paraprofessional				
7	Central Services Coordinator, Custodian Supervisor, & Secondary Building Secretary				
8	Carpenter/Painter, Maintenance Worker, and IT Technician				
9	Transportation Mechanic and Master Maintenance Worker				

Employees in classes of position as listed, shall be paid the hourly rate prescribed herein for their respective classes of positions, whether it be the normal full-time working hours or less only including authorized paid leaves. Time clock punches in and punches out are rounded to the nearest quarter hour.

# 2.2 <u>New Hire Placement on the Salary Schedule</u>

Supervisors will have the ability to place new hires on the Board approved salary schedules up to the maximum of Step 10 based upon previously documented equivalent experience.

# The following wage rates for 2023-2024 schedule is hereby adopted and listed on the following pages.

# 2023-24 Classified Schedule 1 Clerks, Paras, Secretaries, Safety Monitors, Instructional Computer Paras

Salary Grade	1A	1APC	1AAA	1ABA	1	1PC	1AA	1BA	2	3	4	5	6	7	8
		Paras											Elem		
	Paras	(after	Paras (after	Paras		Para			Attenance		Elem	Second.	Bldg Sec, Inst.	Second.	
	(after	7/1/06) w/Para	(arter 7/1/06)	(after 7/1/06)	Clerk,	w/Para	Para	Para	Clerk, Safety	нs	Guid Sec, MS Act	Guid Sec, HS Act.	Compute	Bldg	
0.45	7/1/06)	Cert	w/AA Ed		Para	Cert		w/BA Ed	Monitor	Bookkeeper	Sec.	Sec	r Para	Sec	N/A
Sub Rate															
Step 0	\$16.90	\$ 17.05	\$ 17.15	\$ 17.25	\$19.00	\$ 19.15	\$ 19.25	\$ 19.35	\$ 19.65	\$ 20.90	\$ 21.10	\$ 21.40	\$ 22.10	\$ 22.40	
Step 1	\$ 17.17	\$ 17.32	\$ 17.42	\$ 17.52	\$ 19.46	\$ 19.61	\$ 19.71	\$ 19.81	\$ 20.29	\$ 21.06	\$ 21.26	\$ 21.72	\$ 22.42	\$ 22.61	
Step 2	\$ 17.17	\$ 17.32	\$ 17.42	\$ 17.52	\$ 19.46	\$ 19.61	\$ 19.71	\$ 19.81	\$ 20.29	\$ 21.06	\$ 21.26	\$ 21.72	\$ 22.42	\$ 22.61	
Step 3	\$ 17.55	\$ 17.70	\$ 17.80	\$ 17.90	\$ 19.76	\$ 19.91	\$ 20.01	\$ 20.11	\$ 20.59	\$ 21.36	\$ 21.56	\$ 22.07	\$ 22.72	\$ 22.91	
Step 4	\$ 17.55	\$ 17.70	\$ 17.80	\$ 17.90	\$ 19.76	\$ 19.91	\$ 20.01	\$ 20.11	\$ 20.59	\$ 21.36	\$ 21.56	\$ 22.07	\$ 22.72	\$ 22.91	
Step 5	\$ 17.85	\$ 18.00	\$ 18.10	\$ 18.20	\$ 20.01	\$ 20.16	\$ 20.26	\$ 20.36	\$ 20.84	\$ 21.61	\$ 21.87	\$ 22.36	\$ 23.03	\$ 23.20	
Step 6	\$ 17.85	\$ 18.00	\$ 18.10	\$ 18.20	\$ 20.01	\$ 20.16	\$ 20.26	\$ 20.36	\$ 20.84	\$ 21.61	\$ 21.87	\$ 22.36	\$ 23.03	\$ 23.20	
Step 7	\$ 17.85	\$ 18.00	\$ 18.10	\$ 18.20	\$ 20.01	\$ 20.16	\$ 20.26	\$ 20.36	\$ 20.84	\$ 21.61	\$ 21.87	\$ 22.36	\$ 23.03	\$ 23.20	
	\$ 18.36	\$ 18.51	\$ 18.61	\$ 18.71	\$ 20.01	\$ 20.16	\$ 20.26	\$ 20.36	\$ 20.84	\$ 21.61	\$ 21.87	\$ 22.36	\$ 23.03	\$ 23.20	
Step 9	\$ 18.36	\$ 18.51	\$ 18.61	\$ 18.71	\$ 20.01	\$ 20.16	\$ 20.26	\$ 20.36	\$ 20.84	\$ 21.61	\$ 21.87	\$ 22.36	\$ 23.03	\$ 23.20	
Step 10	\$ 18.85	\$ 19.00	\$ 19.10	\$ 19.20	\$ 20.23	\$ 20.38	\$ 20.48	\$ 20.58	\$ 21.04	\$ 21.81	\$ 22.08	\$ 22.58	\$ 23.28	\$ 23.46	
Step 11	\$ 18.85	\$ 19.00	\$ 19.10	\$ 19.20	\$ 20.23	\$ 20.38	\$ 20.48	\$ 20.58	\$ 21.04	\$ 21.81	\$ 22.08	\$ 22.58	\$ 23.28	\$ 23.46	
Step 12	\$ 18.85	\$ 19.00	\$ 19.10	\$ 19.20	\$ 20.23	\$ 20.38	\$ 20.48	\$ 20.58	\$ 21.04	\$ 21.81	\$ 22.08	\$ 22.58	\$ 23.28	\$ 23.46	
Step 13	\$ 18.85	\$ 19.00	\$ 19.10	\$ 19.20	\$ 20.23	\$ 20.38	\$ 20.48	\$ 20.58	\$ 21.04	\$ 21.81	\$ 22.08	\$ 22.58	\$ 23.28	\$ 23.46	
Step 14	\$ 18.85	\$ 19.00	\$ 19.10	\$ 19.20	\$ 20.23	\$ 20.38	\$ 20.48	\$ 20.58	\$ 21.04	\$ 21.81	\$ 22.08	\$ 22.58	\$ 23.28	\$ 23.46	
Step 15	\$ 19.91	\$ 20.06	\$ 20.16	\$ 20.26	\$ 20.44	\$ 20.59	\$ 20.69	\$ 20.79	\$ 21.23	\$ 22.01	\$ 22.33	\$ 22.79	\$ 23.53	\$ 23.72	
Step 16	\$ 19.91	\$ 20.06	\$ 20.16	\$ 20.26	\$ 20.44	\$ 20.59	\$ 20.69	\$ 20.79	\$ 21.23	\$ 22.01	\$ 22.33	\$ 22.79	\$ 23.53	\$ 23.72	
Step 17	\$ 19.91	\$ 20.06	\$ 20.16	\$ 20.26	\$ 20.44	\$ 20.59	\$ 20.69	\$ 20.79	\$ 21.23	\$ 22.01	\$ 22.33	\$ 22.79	\$ 23.53	\$ 23.72	
Step 18	\$ 19.91	\$ 20.06	\$ 20.16	\$ 20.26	\$ 20.44	\$ 20.59	\$ 20.69	\$ 20.79	\$ 21.23	\$ 22.01	\$ 22.33	\$ 22.79	\$ 23.53	\$ 23.72	
Step 19	\$ 19.91	\$ 20.06	\$ 20.16	\$ 20.26	\$ 20.44	\$ 20.59	\$ 20.69	\$ 20.79	\$ 21.23	\$ 22.01	\$ 22.33	\$ 22.79	\$ 23.53	\$ 23.72	
Step 20	\$ 20.44	\$ 20.59	\$ 20.69	\$ 20.79	\$ 20.80	\$ 20.95	\$ 21.05	\$ 21.15	\$ 21.59	\$ 22.36	\$ 22.68	\$ 23.16	\$ 23.90	\$ 24.07	
Step 21	\$ 20.44	\$ 20.59	\$ 20.69	\$ 20.79	\$ 20.80	\$ 20.95	\$ 21.05	\$ 21.15	\$ 21.59	\$ 22.36	\$ 22.68	\$ 23.16	\$ 23.90	\$ 24.07	
Step 22	\$ 20.44	\$ 20.59	\$ 20.69	\$ 20.79	\$ 20.80	\$ 20.95	\$ 21.05	\$ 21.15	\$ 21.59	\$ 22.36	\$ 22.68	\$ 23.16	\$ 23.90	\$ 24.07	
	\$ 20.44	\$ 20.59	\$ 20.69	\$ 20.79	\$ 20.80	\$ 20.95	\$ 21.05	\$ 21.15	\$ 21.59	\$ 22.36	\$ 22.68	\$ 23.16	\$ 23.90	\$ 24.07	
	\$ 20.44	\$ 20.59	\$ 20.69	\$ 20.79	\$ 20.80	\$ 20.95	\$ 21.05	\$ 21.15	\$ 21.59	\$ 22.36	\$ 22.68	\$ 23.16	\$ 23.90	\$ 24.07	
	\$ 20.85	\$ 21.00	\$ 21.10		\$ 21.10		\$ 21.35	\$ 21.45	\$ 21.84	\$ 22.66	\$ 22.98	\$ 23.46	\$ 24.20	\$ 24.42	

# 2023-24 Classified Schedule 2 Custodial, Maintenance, Central Service, Transportation, IT

Salary Grade	1	2	3	3N	4	5	5N	6	6N	7	7N	8	9
0.45	N/A	N/A	Custodian, Laborer, Cent. Service Clerk	Cust. 2nd Shift	N/A	Trans. Service, Cust.II	Cust. II 2nd Shift	Cust. I, Grounds-k eeper	Cust. I 2nd Shift	Cent. Serv. Coord, Cust. Super.	Cust. Super. 2nd Shift	Carp/Paint, Maint Worker, IT Tech	Mechanic, Master Maint.
Sub Rate													
Step 0			#REF!	#REF!	N/A	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	\$ 23.70	\$ 25.70
Step 1	N/A	N/A	\$ 21.06	\$ 21.36	N/A	\$ 21.72	\$ 22.02	\$ 22.42	\$ 22.72	\$ 22.61	\$ 22.91	\$ 24.21	\$ 26.21
Step 2			\$ 21.06	\$ 21.36		\$ 21.72	\$ 22.02	\$ 22.42	\$ 22.72	\$ 22.61	\$ 22.91	\$ 24.21	\$ 26.21
Step 3			\$ 21.36	\$ 21.66		\$ 22.07	\$ 22.37	\$ 22.72	\$ 23.02	\$ 22.91	\$ 23.21	\$ 24.51	\$ 26.51
Step 4			\$ 21.36	\$ 21.66		\$ 22.07	\$ 22.37	\$ 22.72	\$ 23.02	\$ 22.91	\$ 23.21	\$ 24.51	\$ 26.51
Step 5			\$ 21.61	\$ 21.91		\$ 22.36	\$ 22.66	\$ 23.03	\$ 23.33	\$ 23.20	\$ 23.50	\$ 24.91	\$ 26.91
Step 6			\$ 21.61	\$ 21.91		\$ 22.36	\$ 22.66	\$ 23.03	\$ 23.33	\$ 23.20	\$ 23.50	\$ 24.91	\$ 26.91
Step 7			\$ 21.61	\$ 21.91		\$ 22.36	\$ 22.66	\$ 23.03	\$ 23.33	\$ 23.20	\$ 23.50	\$ 24.91	\$ 26.91
Step 8			\$ 21.61	\$ 21.91		\$ 22.36	\$ 22.66	\$ 23.03	\$ 23.33	\$ 23.20	\$ 23.50	\$ 24.91	\$ 26.91
Step 9			\$ 21.61	\$ 21.91		\$ 22.36	\$ 22.66	\$ 23.03	\$ 23.33	\$ 23.20	\$ 23.50	\$ 24.91	\$ 26.91
Step 10			\$ 21.81	\$ 22.11		\$ 22.58	\$ 22.88	\$ 23.28	\$ 23.58	\$ 23.46	\$ 23.76	\$ 25.21	\$ 27.21
Step 11			\$ 21.81	\$ 22.11		\$ 22.58	\$ 22.88	\$ 23.28	\$ 23.58	\$ 23.46	\$ 23.76	\$ 25.21	\$ 27.21
Step 12			\$ 21.81	\$ 22.11		\$ 22.58	\$ 22.88	\$ 23.28	\$ 23.58	\$ 23.46	\$ 23.76	\$ 25.21	\$ 27.21
Step 13			\$ 21.81	\$ 22.11		\$ 22.58	\$ 22.88	\$ 23.28	\$ 23.58	\$ 23.46	\$ 23.76	\$ 25.21	\$ 27.21
Step 14			\$ 21.81	\$ 22.11		\$ 22.58	\$ 22.88	\$ 23.28	\$ 23.58	\$ 23.46	\$ 23.76	\$ 25.21	\$ 27.21
Step 15			\$ 22.01	\$ 22.31		\$ 22.79	\$ 23.09	\$ 23.53	\$ 23.83	\$ 23.72	\$ 24.02	\$ 25.47	\$ 27.47
Step 16			\$ 22.01	\$ 22.31		\$ 22.79	\$ 23.09	\$ 23.53	\$ 23.83	\$ 23.72	\$ 24.02	\$ 25.47	\$ 27.47
Step 17			\$ 22.01	\$ 22.31		\$ 22.79	\$ 23.09	\$ 23.53	\$ 23.83	\$ 23.72	\$ 24.02	\$ 25.47	\$ 27.47
Step 18			\$ 22.01	\$ 22.31		\$ 22.79	\$ 23.09	\$ 23.53	\$ 23.83	\$ 23.72	\$ 24.02	\$ 25.47	\$ 27.47
Step 19			\$ 22.01	\$ 22.31		\$ 22.79	\$ 23.09	\$ 23.53	\$ 23.83	\$ 23.72	\$ 24.02	\$ 25.47	\$ 27.47
Step 20			\$ 22.36	\$ 22.66		\$ 23.16	\$ 23.46	\$ 23.90	\$ 24.20	\$ 24.07	\$ 24.37	\$ 25.81	\$ 27.81
Step 21			\$ 22.36	\$ 22.66		\$ 23.16	\$ 23.46	\$ 23.90	\$ 24.20	\$ 24.07	\$ 24.37	\$ 25.81	\$ 27.81
Step 22			\$ 22.36	\$ 22.66		\$ 23.16	\$ 23.46	\$ 23.90	\$ 24.20	\$ 24.07	\$ 24.37	\$ 25.81	\$ 27.81
Step 23			\$ 22.36	\$ 22.66		\$ 23.16	\$ 23.46	\$ 23.90	\$ 24.20	\$ 24.07	\$ 24.37	\$ 25.81	\$ 27.81
Step 24			\$ 22.36	\$ 22.66		\$ 23.16	\$ 23.46	\$ 23.90	\$ 24.20	\$ 24.07	\$ 24.37	\$ 25.81	\$ 27.81
Step 25			\$ 22.66	\$ 22.96		\$ 23.46	\$ 23.76	\$ 24.20	\$ 24.50	\$ 24.42	\$ 24.72	\$ 26.16	\$ 28.16
500 25			÷ 22.00	¥ 22150		÷ 20140	2 20170	\$ E4120	¢ 1150	φ E-11-7E	- L-11/L	÷ 10.10	¢ 10.10

# 2023-24 Classified Schedule 3 Food Service

			Asst		
Salary Crado	Cook		Head	Ца	ad Cook
Salary Grade	COOK		Cook	пе	
Sub Rate	\$ 15.00				
Step 0	\$ 16.30	\$	16.60	\$	20.40
Step 0	\$ 16.62	\$	17.23	\$	20.40
Step 2	\$ 16.62	\$	17.23	\$	20.64
Step 3	\$ 16.82	\$	17.43	\$	20.84
Step 4	\$ 16.82	\$	17.43	\$	20.84
Step 5	\$ 17.07	\$	17.68	\$	21.09
Step 6	\$ 17.07	\$	17.68	\$	21.09
Step 7	\$ 17.07	\$	17.68	\$	21.09
Step 8	\$ 17.07	\$	17.68	\$	21.09
Step 9	\$ 17.07	\$	17.68	\$	21.09
Step 10	\$ 17.40	\$	17.90	\$	21.40
Step 11	\$ 17.40	\$	17.90	\$	21.40
Step 12	\$ 17.40	\$	17.90	\$	21.40
Step 13	\$ 17.40	\$	17.90	\$	21.40
Step 14	\$ 17.40	\$	17.90	\$	21.40
Step 15	\$ 17.90	\$	18.40	\$	21.90
Step 16	\$ 17.90	\$	18.40	\$	21.90
Step 17	\$ 17.90	\$	18.40	\$	21.90
Step 18	\$ 17.90	\$	18.40	\$	21.90
Step 19	\$ 17.90	\$	18.40	\$	21.90
Step 20	\$ 18.90	\$	19.40	\$	22.90
Step 21	\$ 18.90	\$	19.40	\$	22.90
Step 22	\$ 20.13	\$	20.79	\$	23.90
Step 23	\$ 20.13	\$	20.79	\$	23.90
Step 24	\$ 20.13	\$	20.79	\$	23.90
Step 25	\$ 20.13	\$	20.79	\$	23.90
0.00 20	+ _0.10	-	25.75	Ŧ	20100

#### 2.2 Longevity Pay:

After Step 25, employees will receive an additional \$400 every 5 years.

# 2.3 <u>Time Basis for Payment of Hourly Rates:</u>

Employees shall be paid the hourly rate prescribed herein for their respective classes of positions, whether it be the normal full-time working hours or less only including authorized paid leaves. Time Clock punches in and punches out are rounded to the nearest quarter hour.

# 2.4 <u>Pay Period:</u>

Employees covered by this contract will be paid twice a month by direct deposit, if possible, to the financial institution of the employees' choice.

# 2.5 <u>Shift Differential:</u>

Those employees whose regular shift starts after 2 p.m., shall be paid thirty (30) cents per hour additional for those hours actually worked. Differential will not be paid if the employee(s) chooses to move to the day schedule. If the move to the day schedule is a District request, the employee will receive the differential.

Those employees whose regular shift starts after 2 p.m., shall be paid thirty (30) cents per hour additional for those hours actually worked.

# 2.6 Garage Shop Foreman Pay:

The garage employee assigned with the Garage Shop Foreman responsibility shall be paid three dollars (\$3.00) per hour additional pay.

# 2.7 <u>Requirements as to Continuity of Service:</u>

- 1. Service in other jobs in the school district, outside of the outlined workgroups identified in this handbook, will not be countable towards longevity service.
- 2. Head Cook and Assistant Head Cook Food Service Employees will be held on the Base Rate Step if they have not completed the ServSafe or an acceptable substitute course approved by the school Nutrition Service Director.

#### 2.8 <u>Probation:</u>

All new employees shall be on probation for sixty (60) calendar days from the date of hiring.

All new employees on probation shall not be eligible for a transfer until the probationary period is completed unless the transfer is directed by the District.

If at any time during the probationary period, it is determined by the employer that the employee is incapable of successfully performing the job, he/she shall be immediately terminated. Any employee retained by the employer, after completion of the probationary period, shall automatically obtain regular employee status and shall have seniority retroactive to the date of hire by the employer.

# 2.9 <u>Overtime Work and Compensation:</u>

Overtime for the purpose of this paragraph shall be defined as all hours worked in excess of forty (40) hours in any week. For pay purposes the work week of the employer runs midnight Sunday of one (1) week to midnight Sunday of the next week. In emergencies, the employer may prescribe reasonable periods of overtime work to meet operational needs.

- Employees on hourly rates shall be compensated for authorized overtime work by payment at time and one-half (1 1/2).
- Work on a Sunday will be paid at two times the hourly rate.
- If the employer assigns an employee to perform work beyond their regular work week in any other classification within the classified staff work group the employee shall receive a rate of pay at time and one-half (1 1/2) for performing this work, and the employee has worked 40 hours prior to the hours beyond their regular work week. Time taken for leave does not count toward overtime.
- If an employee works overtime of one (1) hour or more in a day, he/she shall not have any other work day hours reduced, with the exception of an extended work week for a district event (extended work week is when an employee is assigned to work a non-contracted event in exchange for a regularly scheduled day), to avoid the payment of overtime.
- An employee shall have the right to change a work day with another employee on the same shift upon their mutual agreement, and with the approval of the employer.
  - In cases where an employee changed days with another employee, the employer shall not be obligated to pay overtime and the trade shall be limited to the same shift and the same classification and qualifications.
  - The traded day shall be paid back with the same pay week period.

# 2.10 Special Events:

When an employee is required to perform routine work related to special events (Those events that are contracted with an outside entity and not a routine, rescheduled, regular school event, or State sanctioned event as determined by the District), they shall be paid at one and one-half  $(1 \ 1/2)$  times their rate of pay:

- In making these assignments, they will be rotated in order of seniority within their regularly assigned building or area on an equal basis in amount of hours.
- If the building assignment is incomplete, the assignment shall be in order of seniority, based upon qualifications, ability, experience and training;
- However, if no employee accepts the overtime, the least senior employee in the bargaining unit shall be required to perform the work.

# 2.11 <u>Compensation for Attending Required Workshops and Association Meetings:</u>

Employees required to attend workshops or association meetings with the District shall be compensated at regular wage rate for the time spent in attendance at said workshop or association meeting and travel time, with the limitation that said time shall be paid for the required and approved portions of the workshop or association meeting with the District as approved by the Supervisor.

# 2.12 Lunch Periods:

Each employee shall be granted an unpaid lunch period of thirty (30) minutes during their shift for a lunch period. The time of such a lunch period may vary from day to day. The 30 minute unpaid lunch will occur once an employee has worked 6 hours. Those who work less than 6 hours will not have 30 minutes for unpaid lunch.

# Foods and Nutrition Adjustment for Lunch:

- All full time Nutritional Service employees are to have a one-half (1/2) hour unpaid lunch break on a daily basis.
- All Nutritional Service employees will be furnished meals "at the convenience of the employee: and without cost to the employee".
- Part-time Nutritional Service employees non-paid lunch will be determined on an individual basis.

# 2.13 <u>Rest Periods:</u>

Whenever it is possible, each full time employee may take a fifteen (15) minute rest period the first half of their shift and a second such rest period the second half of their shift. Part time employees may take a fifteen (15) minute rest period one time during their shift. The time of such rest periods shall vary from shift to shift upon mutual agreement of the employee and their supervisor.

#### 2.14 Call Back:

An employee called back after their regular shift, for reasons beyond their control, shall be given a minimum of two (2) hours on their time card.

#### 2.15 Special Salary Provisions:

In any case when a permanent employee is qualified for, and is temporarily required to serve in and accept the responsibility for work in a higher class or position, that employee shall receive the hourly wage in that higher salary grade, for which their longevity would qualify them after performing five (5) consecutive working days in that position provided, however, this provision shall not apply in training assignments.

# 2.16 <u>Paraprofessional Pay:</u>

Paraprofessionals in Salary Class 1 & 1A shall be paid at one of the additional hourly rates below for state recognized certification or degrees.

Paraprofessional Certificate	Additional .15 cents per hour
AA Degree in Education	Additional .25 cents per hour
BA Degree in Education	Additional .35 cents per hour

Certification must be submitted to the District Office by August 1<sup>st</sup> for payment during the current fiscal year. Certifications submitted after August 1<sup>st</sup> shall become effective at the beginning of the next school year.

# 2.17 <u>Paraprofessional Van Drivers:</u>

Paraprofessional employees who are required to drive a van to field trips, job coaching, and similar classroom related activities will be compensated at their regular paraprofessional rate during the time that they are driving the van.

#### 2.18 <u>Non-Slip Shoes:</u>

The employer will provide one (1) pair of non-slip shoes in the first year of employment upon successful completion of probationary status and one (1) pair annually in succeeding years from an approved provider as determined by the District for all employees. The amount for the reimbursement of the required non-slip shoes will be \$60.00.

#### 2.19 Custodian and Maintenance Uniforms:

Upon hire, employees will receive five (5) complete uniforms and \$60.00 reimbursement for job appropriate footwear. In subsequent years, the employee will receive work apparel of the employee's choice equivalent to the cost of three (3) uniforms with the expectation that they wear uniforms in good condition.

#### 2.20 Notification of Vacancies:

- 1. A vacancy shall be considered that position which remains open and unfilled after the school district exercises all its rights of promotion, reassignment or transfer.
- 2. Notice of position openings shall be posted in all buildings for all vacancies as they occur. It is the intention of the school district to give first consideration to present employees for all vacancies for which they are qualified.
- 3. Notice of position openings shall be posted at least five (5) days. Screening, interviews and the hiring of a candidate will not occur prior to day five (5) of the posting of the position.

# ARTICLE 3 SENIORITY

# 3.1 Definition and Seniority Date:

Seniority is the length of service with the district in positions included in the work group unit. It is recognized, however, that in the practical application of this principle of seniority, the necessary ability, skill, qualifications, certifications, competence, experience and physical fitness for the job must be considered.

The seniority of an employee is determined by the length of service computed in years, months and days from the employee's first day of work. Seniority is reduced by layoff periods, however, the earliest date of employment, when an employee is laid off, will determine the date of employment. Where two or more employees have the same net credited service, seniority between them shall be determined by the alphabetical order of the family or last name, or in the case of the same last name, their given or first name.

# 3.2 Seniority List:

The district shall maintain a list of the employees within the unit showing the names of all employees in the order of the seniority ranking. A copy of such a list shall be furnished and posted on September 30th and revised list shall be furnished and posted on January 30th. Protest of, errors in, or omissions from such lists must be made to the district within thirty (30) days from the date of the furnishing of such lists and revisions thereof.

#### 3.3 Loss of Seniority:

An employee shall lose all seniority rights under this agreement for the following reasons:

- 1. Voluntary quit or retirement.
- 2. Discharge for cause.
- 3. Failure to secure proper leave of absence, or failure to return by the expiration date of leave of absence or extension thereof, properly granted.
- 4. Laid off for a period of more than twenty-four (24) months.
- 5. Failure to return after being recalled from layoff.
- 6. Unexcused absence for a period in excess of three (3) consecutive working days.

#### 3.4 <u>Probation:</u>

Probation period is determined and defined in Article 3, Wages and Job Classifications, paragraph 3.4

# ARTICLE 4 VACATIONS

# 4.1 <u>Vacation Days:</u>

All 12 month regular full-time or regular part-time employees shall be entitled to vacation time with pay at their established rate, under the following schedule, with one (1) day vacation being equal to the same as the employee's normal work day:

Length of Service Completed on July 1 <sup>st</sup> of Each Year	12 Month
Under six months	.5 for every month worked
Six months' service	4
Twelve months' service	8
Eighteen months' service	12
Two years' service	13
Five years' service	14
Seven years' service	15
Ten years' service	16
Twelve years' service	17
Fourteen years' service	18
Fifteen years' service	20

- **4.2** For the purpose of determining length of service in awarding vacation days, the employee's seniority date will be used as provided in Article 4. This date is subject to adjustment as provided if layoff periods apply.
- **4.3** Employees who have been on military leave of absence shall be given seniority credit for vacation purposes for the full calendar year in which they return to active employment.
- **4.4** If an employee has been 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 seven (7) 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.
- **4.5** The schedule for vacation days for any calendar year shall be from July 1st through June 30th. Twelve month employees may carry over to ten (10) days.
- **4.6** Absence, on account of illness, injury or disability in excess of that hereinafter authorized for such purposes may, at the request of the employee and within the discretion of the employer, be charged against vacation leave allowance.

- **4.7** The Superintendent, or designee, shall approve all vacation leave. Final decisions as to the number of employees on vacation at any time, for any shift or classification, as to any vacation dates is subject to the approval of the Superintendent, or designee.
- **4.8** Vacations may start at any time during the week and, upon prior approval, holiday time will be allowed to be taken with vacations.
- **4.9** Twelve (12) month employees may use some vacation days during the student school year, with the Superintendent or designee's approval. During the weeks when students are in attendance, no more than two (2) days' vacation may be approved in a calendar week (Monday through Sunday) unless special circumstances warrant approval of the Superintendent, or designee.
- **4.10** Employees may use their seniority in selecting vacation days.

# ARTICLE 5 HOLIDAYS

5.1 All permanent twelve (12) month employees shall receive their regular compensation for the following holidays:

Day before New Year	Labor Day
New Year's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Day before Christmas
Fourth of July	Christmas Day
	Martin Luther King Day

5.2 All permanent ten (10) month employees shall receive their regular compensation for the following holidays:

Good Friday	Friday after Thanksgiving
Memorial Day	Day before Christmas
Labor Day	Christmas Day
Thanksgiving Day	New Years Eve
	New year's Day

- **5.3** When an employee is scheduled to work or is called in to work on a listed holiday, the employee shall be paid straight time for the hours actually worked, in addition to the holiday pay.
- **5.4** Employees who are serving a probationary period are entitled to holiday pay for holidays falling within such probationary period.
- **5.5** Any employee shall forfeit their right to payment for any holiday if he/she has an unexcused absence on the last regular work day preceding such holiday or on the next regular work day following the holiday.
- **5.6** 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 employer designates the Friday preceding or the Monday following as the recognized holiday.
- 5.7 A minimum number of days worked <u>is not</u> required in order to receive paid holidays.

**5.8** Employees will be paid their regular compensation for one (1) day's work at straight time for a holiday occurring or observed on a day, Monday through Friday inclusive, when they are not scheduled to work.

# ARTICLE 6 LEAVES OF ABSENCE

# 6.1 <u>Sick Leave:</u>

- a) Employees shall be granted sick leave days with pay for personal illness on a yearly basis beginning on July 1<sup>st</sup> in accordance with the following schedule:
  - 1. First year of employment 10 days
  - 2. Second year of employment 11 days
  - 3. Third year of employment 12 days
  - 4. Fourth year of employment 13 days
  - 5. Fifth year of employment 14 days
  - 6. Sixth year and subsequent years of employment 15 days
- b) The above specified sick leave entitlements shall apply only to consecutive years of employment in the school district.
- c) Probationary employees shall receive sick leave credit in the same manner as regular employees.
- d) Accrual of sick leave shall be limited to one hundred and twenty (120) days.
- e) An employee, eligible for sick leave, with pay, may use such sick leave upon approval of the Superintendent, or designee, for absence due to illness, minor injury, exposure to contagious disease (if directed by a physician to remain away from work), or due to major illness.
- f) Upon the birth of an employee's child, the non-birthing parent may use up to 5 days of employees sick leave to assist in the care of the newborn child. This time is to be taken within the first 30 days of the birth of the newborn child.
- f) Sick leave shall not be granted for employee elective and/or cosmetic surgery unless determined medically necessary by the employee's physician, or for such illnesses which reasonable evidence cannot be shown.
- g) An employee requesting sick leave shall inform the Superintendent, or designated supervisor, on duty at the place of employment, of the fact and the reason therefore, no less than one (1) hour before the employee's starting time, and failure to do so may be cause for denial of pay for the period of absence.
- h) The Superintendent, or designee, may require a doctor's certificate before approving sick leave with pay.

- i) Before payment is made for leave periods beyond three (3) consecutive days of work, medical certification shall be required.
- j) Sick leave under this section applies to an employee's personal injury or illness that is of such a nature that the employee cannot perform the duties of their position. Personal sick leave shall be allowed for routine preventative appointments by 12 month employees. Use of sick leave for any other purpose is subject to disciplinary action up to and including discharge.
- k) Absences for part of a day that are chargeable to sick leave in accordance with these provisions shall be charged in an amount of half of the employee's day.
- 1) Any regular employee transferred from one department to another department in the school district shall have sick leave credits transferred without loss to the employee.
- m) An employee who is unable to work because he/she was injured while employed by another employer, or during contract work for pay on non-school district work, shall not be entitled to these sick leave payments if he/she is receiving Workers Compensation payments because of such injury.
- n) On separation from the school district service, all sick leave credits shall be canceled and may not be reinstated or paid for.
- o) For persons on lay off for budgetary reasons, and who are recalled, previously accumulated unused sick leave will be reinstated.

# 6.2 Family Sick Leave:

- a) 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.
- b) 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.
- c) 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 two (2) 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.
- d) This leave shall be subject to the approval of the employee's supervisor.

# 6.3 Job Injury Sick Leaves:

a) 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.

b) 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.

# 6.4 <u>Bereavement Leave:</u>

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.

# 6.5 <u>Military Service Leave:</u>

All regular employees entering military service of the United States (whether involuntary or voluntary), shall be given leave of absence for the time spent in the service.

Within ninety (90) days upon release from such military service, the employee must report for duty at the employee's old job at prevailing rate of pay for the class of job code. While absent, increases shall be given as if no absence existed. Seniority shall be maintained and longevity maintained.

Vacation credits earned but not taken will be honored upon return to service. The schedule will be authorized by the employer as provided in the vacation article.

Sick leave will not accumulate during such absence, however, credits previously recorded will be maintained.

Each regular employee shall be entitled to regular pay during the first thirty (30) calendar days of such military leave.

# 6.6 <u>Personal Days</u>

All regular full time and all regular part time employees will be allowed two (2) personal days each year and can accumulate up to a maximum of four (4).

Employees shall not use personal leave during the first five (5) student days or the last five (5) student days of the school year <u>or</u> to extend holidays or vacations. Exceptions will be made if the district's original calendar has been changed and the change in the calendar caused the conflict with this provision and exceptions may be made at the sole discretion of the Superintendent. Personal days shall be granted in not less than one-half (1/2) day.

Employees must apply in writing three (3) days in advance to the superintendent or designee of such leave except under emergency or extenuating circumstances as approved by the superintendent or designee.

The number of personal leave days per building per each one day will be determined upon the buildings student enrollment:

- Up to 700 students = 3 staff members may take a personal day per calendar day
- 700 1,000 students = 4 staff members may take a personal day per calendar day
- 1,000 +students = 5 staff members may take a personal day per calendar day

During the months of May and June, except emergency cases, no more than two (2) personal days of leave shall be granted in advance for one given day. More than three personal leave days per building may be granted, in the order of request, at the discretion of the Director of Human Resources.

Employees with any unused personal days may request the amount of \$100.00 per day (prorated for part-time) per each day claimed to be paid no later than their August paycheck of the contract year. Day(s) claimed will be subtracted from the personal days' accumulation if this option is taken.

Twelve (12) month ECC Cooks and non-ECC 12 month cooks will receive two (2) additional personal days. All available leave may be used on scheduled days that ECC is open for operation.

# 6.7 Jury Duty

The employer shall pay all employees serving on any jury the difference in salary between jury pay and their regular salary while in such service. If an employee is discharged from the jury before the work day ends, he/she must report immediately to the employer for work. This shall be construed to mean pay for the regular working hours of the employee selected for such jury duty. Employees who work the 2nd shift & the late 2<sup>nd</sup> shift shall be transferred to the day shift for pay purposes for the tour of jury duty.

In cases involving a criminal act by the employee or a civil case initiated by the employee or a case where the employee is testifying against the school district, authorized leave with pay for services on a jury or attending court will not be reimbursed.

#### 6.8 <u>District Designated Emergency Leave</u>

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

#### 6.9 <u>Special Leaves -- Board Approval</u>

The Board of Directors may authorize special leaves of absence for any period or periods not to exceed three (3) calendar months in any one fiscal year for the following purposes:

- 1. With or without pay, for attendance at a college, university, or business school, for the purpose of training in subjects relating to the work of the employee and which will benefit the employee and the school district;
- 2. without pay, for urgent personal business requiring employee's attention for an extended period as settling estates or liquidating a business;
- 3. and with or without pay, for purposes other than the above that are deemed beneficial to the school district service.

In addition to all leave authorized in this Article, the Superintendent may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed ten (10) working days in any one (1) school fiscal year.

This leave may be renewed at the discretion of the Board.

# 6.10 Absence Without Leave

An employee who is absent from duty shall report the reason to their supervisor prior to the date of absence when possible, and in no case later than one (1) 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. Three (3) consecutive work days of absence without leave may be construed as representing resignation from employment in the school district.

# 6.11 <u>Records</u>

Attendance and leave records for all employees shall be maintained on a current basis in the school district business office and shall be available for inspection by the employee.

# 6.12 Effect of Leaves on Seniority

Approved leaves of absence, with or without pay, shall not affect seniority.

Maternity leave shall be treated as any other illness or disability.

# 6.13 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.

# ARTICLE 7 SAFETY ACCIDENTS AND REPORTS

- 7.1 An employee involved in an accident shall immediately report said accident to their supervisor, and is responsible for filling out an accident report promptly, turning in all available names and addresses of witnesses. He/she shall also report any physical injuries sustained by themselves or any other persons involved in such accident.
- 7.2 An employee who is injured while on duty and is required to leave the job because of such injury and is required to remain off the job by a medical authority will be paid for the balance of their shift.
- **7.3** It is the duty of an employee to immediately report all defects in equipment to their supervisor. The supervisor shall notify the Director or Building Administrator.

# ARTICLE 8 GRIEVANCE PROCEDURE

# 8.1 <u>Purpose:</u>

The purpose of this procedure is to secure at the earliest possible level, equitable solutions to the problems which may from time to time arise under this agreement. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of this procedure.

At all steps of a grievance the employer and union shall have the right to have representatives to attend any meeting required to resolve the grievance.

All meetings and hearings under this procedure shall be conducted private and shall include only witnesses, the grievant, and their workgroup representatives heretofore referred to in this article.

It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or his or her representative shall be conducted so as to result in no interference with or interruption of work.

If any employee files any claim in any form other than the grievance form set forth in this agreement, then the District shall not be required to process the same claim or set of facts through the grievance procedure.

The number of days indicted at each level should be considered a maximum and every effort should be made to expedite the process. The failure to act on any grievance within the prescribed time limits shall constitute a waiver of the alleged grievance. A supervisor or administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be extended by mutual agreement.

#### 8.2 <u>Definitions:</u>

- a) Grievance: A grievance shall mean only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this agreement.
- **b) Grievant:** As used herein, a "grievant" is the person(s) making the allegation.

#### 8.3 <u>Procedures:</u>

a) Step 1:

Informal: Within ten (10) days after the occurrence of an event giving rise to a grievance, the employee involved shall discuss the matter with the immediate administrative supervisor in the employee's work area, with the object of resolving the matter informally.

b) Step 2:

If the grievance is not resolved informally at the first step, the aggrieved employee shall file the grievance, in writing, with the district administrator assigned to that area, within ten (10) days after the informal conference. The written grievance shall state the nature of the grievance, reciting the specific clause or clauses of the agreement allegedly violated and specify the remedy requested.

c) Within ten (10) days after the district administrator assigned to that area receives the written grievance, a meeting at a mutually agreeable time shall be held with the aggrieved to discuss the alleged grievance and

attempt to resolve the same. The district administrator shall render a decision communicated in writing to the aggrieved employee including a copy to the employee within ten (10) days following the conference between the district administrator and the aggrieved.

# d) Step 3:

In the event the grievance has not been satisfactorily resolved at the second step, the aggrieved may file an appeal of the district administrator's answer within ten (10) days of the written decision with the Superintendent. Within ten (10) days after the written grievance has been filed with the Superintendent, the aggrieved and the Superintendent shall meet in an attempt to resolve the grievance. The Superintendent shall file an answer in writing within ten (10) days of the grievance meeting and communicate it in writing to the employee.

#### e) Step 4:

If the answer of the Superintendent is not accepted, the employee, within ten (10) days after receiving the Superintendent's answer, may request that the grievance be submitted to a joint committee consisting of the Board's Chief Negotiator, Superintendent or designee, the aggrieved, and the business representative of the workgroup. The Superintendent or designee shall, within ten (10) days after the joint committee meeting notify the aggrieved in writing of the employer's decision on the grievance.

# 8.4 <u>Representation:</u>

- a) The grievant shall be present at all meetings, and at the option of the grievant, may be represented at such meetings by a representative of the workgroup.
- b) All grievances at Steps 2, 3, and 4 shall be presented, discussed, and processed on the employee's (employees') non-working time. Any grievance at Step 1 may be discussed by the employee and their supervisor during the employee's working time, so long as such meeting and discussion does not interfere with the job, duties, and assignments of the employee, and where applicable, a workgroup representative, and does not interrupt the normal operations of the school system.

# APPENDIX A

# **GRIEVANCE FORM**

Name	of Employee:					
Addre	ss:					
-	yee Job tment:		Clas	sification:		
Hire D	ate:			ority Date:		
Contra	act/Handbook	Articles Violate		esent classification)		
•		• •	,	tional sheet if ne	cessary)	
What		complaint are y	_			
					Date:	
Did th	e informal step	o take place? Ye	es No _			
Date						
Date o	f Administrati	ve				
Step:	Date:	Appeal to:	Decision	Signature	<b>Denied/Remedied</b>	
П:		District Administrato	pr:			
		Superintende	ent:			
IV:		Joint Commi	ttee:			
Findin	gs:					