

# Prairie Association of Support Staff & Nutrition Services Handbook

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

JULY 1, 2025 - JUNE 30, 2026

RECOGNITION AND DEFINITIONS	4
This handbook Recognizes the Following:	4
Definitions:	4
Board Policies	7
Handbook Subject to Change	7
WAGES AND JOB CLASSIFICATIONS	8
Hourly Schedule:	8
New Hire Placement on the Salary Schedule	8
Longevity Pay:	8
Time Basis for Payment of Hourly Rates:	8
Pay Period:	8
Requirements as to Continuity of Service:	8
Probation:	9
Overtime Work and Compensation:	9
Special Events:	10
Compensation for Attending Required Workshops and Association Meetings:	10
Lunch Periods:	10
Foods and Nutrition Adjustment for Lunch:	10
Rest Periods:	11
Call Back:	11
Special Salary Provisions:	11
Paraprofessional Van Drivers:	11
Non-Slip Shoes:	11
Custodian and Maintenance Uniforms:	11
Notification of Vacancies:	12
SENIORITY	13
Definition and Seniority Date:	13
Seniority List:	13
Loss of Seniority:	13
Probation:	13
VACATIONS	14
Vacation Days:	14
Length of Service:	14
Military Leave:	15
Payment for Vacation Days:	15

Schedule for Vacation Days:	15
Other Absences Applied to Vacation Leave:	15
Approval of Vacation Leave:	15
Vacations and Holiday Leave:	15
Vacations WHen School Is In Session:	15
Seniority and Vacation Days	16
HOLIDAYS	16
Holidays- 12 Month Employees:	16
Holidays - 10 Month Employees:	16
Working on a Listed Holiday:	16
Probationary Employees and Holidays:	16
Unexcused Absence Before or After a Holiday:	17
Holidays that Fall on a Weekend:	17
Minimum Number of Days Worked Before a Holiday:	17
Holiday Compensation:	17
LEAVES AND ABSENCES	18
Absenteeism:	18
Sick Leave:	18
Illness in Family:	21
Personal Leave and Emergency Leave	22
Bereavement Leave:	23
Jury Duty and Legal Leave	23
Religious Leave	24
Adoption Leave & Foster Care Leave	24
Work Comp Leave:	24
District Designated Emergency Leave	24
Special Leaves Board Approval	25
Absence Without Leave	25
Extended Leave of Absence	25
Application Process and Criteria	25
Duration and Benefits	26
Return to Work from an Extended Leave of Absence	26
Conclusion of an Extended Leave of Absence	26
Conditions of an Extended Leave of Absence	27
Family Medical Leave	27
Leave Appeal Process	27

Employee Attendance Recognition	28
Records	28
Effect of Leaves on Seniority	28
SAFETY ACCIDENTS AND REPORTS	29
GRIEVANCE PROCEDURE	30
Purpose:	30
Definitions:	30
Procedures:	30
Representation:	31
APPENDIX A	32
GRIEVANCE FORM	32
Appendix B	34
2025-2026 HOURLY SCHEDULE FOR THE DEPARTMENT OF FOODS AND NUTRITION	34

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, 401 76th Ave SW, Cedar Rapids, IA 52404 Contact phone: 319-848-5246

#### **RECOGNITION AND DEFINITIONS**

#### This handbook Recognizes the Following:

- 1. Employer: The College Community School District governed by the Board of Directors or its duly authorized representatives.
- 2. Employees: Regular full-time and regular part-time classified staff employees of BU-0700 and the Foods and Nutrition staff.
- 3. This includes: Bookkeepers, Carpenters/Painters, Central Service, Clerks, Custodians, Groundskeeper IT Technicians, Laborers, Maintenance Workers, Paraprofessionals, School Safety Monitors, Secretaries, and Transportation Mechanics, and Food Service employees.
- 4. This excludes: Administrators, Bus drivers, Bus Aides, Confidential Staff, Certified Staff, and Early Childhood Center employees.

#### **Definitions:**

"An administrator title" such as superintendent or principal, also means that individual's designee unless otherwise stated.

"The District" means the College Community School District.

"Complaint" means only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this handbook.

"Complainant" means the person(s) making the allegation.

"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.

"Electronic" means any communication involving the transmission of information by wire, radio, optical cable, electromagnetic or other similar means. "Electronic" includes but is not limited to communication via electronic mail, internet-based communications, pager service, cell phones and electronic text messaging.

"Employee" shall mean all persons described in 1.2c.

- a. "Regular Employee" shall mean all contracted employees who are employed <u>30 hours or</u> more per week except part-time and temporary employees.
  - i. For Food Service employees full time employment are employees who are

employed <u>27.5 hours or more</u> per week.

- b. **"Part-time Employee"** shall mean all contracted employees whose normal work week is <u>less than thirty (30) hours</u> per week.
  - For Food Service employees part time employment are employees who are employed <u>less than 27.5 hours</u> per week.
- c. **"Sub Employees"** are those employees working on call. These employees are not covered by this agreement.

"Harassment" and "Bullying" shall mean any electronic, written, verbal or physical act or conduct toward a student based on the individual's actual or perceived age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, physical or mental ability or disability, ancestry, political party preference, political belief, socioeconomic status, or familial status, and which creates an objectively hostile school environment that meets one or more of the following conditions:

- 1. Places the student in reasonable fear of harm to the student's person or property.
- 2. Has a substantial detrimental effect on the student's physical or mental health.
- 3. Has the effect of substantially interfering with a student's academic performance.
- 4. Has the effect of substantially interfering with the student's ability to participate in or benefit from the services, activities or privileges provided by a school.

<u>Bullying must be mean and hurtful on purpose, happen repeatedly or likely to be repeated, and involves an imbalance of power.</u> Peer conflict and arguing is not bullying. Students may need help navigating situations in which they are experiencing conflict, but conflict between peers is not bullying. The act of physical fighting is not bullying.

**"Formal observation"** shall mean that observation of an employee's performance which is used for the development of a formal written evaluation.

"Informal Observations" shall mean the unannounced observation of an employee's performance on the job during working hours which results in a written informal report or evaluation.

"Parent" also means "guardian" unless otherwise stated.

"School activities" means all school activities in which students are involved whether they are school-sponsored or school-approved, whether they are an event or an activity, or whether they are held on or off school grounds.

"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.

"School facilities" includes school district buildings and vehicles.

"School grounds" includes the school district facilities, school district property, property within the jurisdiction of the school district or school district premises, school-owned or school-operated buses or vehicles, and chartered buses.

"Trait or characteristic of the student" includes but is not limited to age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, physical or mental ability or disability, ancestry, political party preference, political belief, socioeconomic status or familial status.

"Transfers" includes the movement of an employee to a different grade level, department, or building, to fill a vacancy or new position, shall be considered a transfer. Realignment of staff within a building shall not be considered a transfer.

"Volunteer" means an individual who has regular, significant contact with students.

"Workplace" is defined as the site for the performance of work done in the capacity as an employee. This includes school district facilities, other school premises or school district vehicles. Workplace also includes off school property if the employee is at any school-sponsored, school-approved or school-related activity, event or function, such as field trips or athletic events where students are under the control of the school district or where the employee is engaged in school business.

#### **Board Policies**

Board policies are established for the success, safety, and protection of all school employees in the performance of their job duties. Board policies are available at:

https://www.crprairie.org/district/board-of-education/policies/.

Employees are expected to know existing board policies and know to refer to the policies when necessary.

If you have questions about board policies, please contact Andrea Eustice, Board Recording Secretary, at (319) 848-4228.

#### **Handbook Subject to Change**

Although every effort will be made to update the handbook on a timely basis, the district reserves the right, and has sole discretion, to change any policies, procedures, benefits, and terms of employment without notice, consultation, or publication, except as may be required by contractual agreements and law. The district reserves the right, and has sole discretion, to modify or change any portion of this handbook at any time. Updates to the handbook, will be added as an agenda item for the Board of Directors approval prior to the updates being made to the handbook.

#### WAGES AND JOB CLASSIFICATIONS

#### **Hourly Schedule:**

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.

#### **New Hire Placement on the Salary Schedule**

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.

#### **Longevity Pay:**

After Step 25, employees will be paid an additional \$400 each year. This will be paid in one lump sum on June 30.

#### **Time Basis for Payment of Hourly Rates:**

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.

#### **Pay Period:**

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

#### Requirements as to Continuity of Service:

Service in other jobs in the school district, outside of the outlined workgroups identified in this handbook, will not be countable towards longevity service.

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.

#### **Probation:**

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.

New and probationary classified employees are formally evaluated at least twice a year by the 30th and 60th day of employment.

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.

#### **Overtime Work and Compensation:**

Overtime for the purpose of this paragraph shall be defined as all hours <u>worked</u> 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.

#### **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 if over 40 hours for the week:

- 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 for the special event.
- Acceptance or the assignment of a special event requires the employee to be working and available during the event.

#### Compensation for Attending Required Workshops and Association Meetings:

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.

#### **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 employer: and without cost to the employee".

 Part-time Nutritional Service employees non-paid lunch will be determined on an individual basis.

#### **Rest Periods:**

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.

#### **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.

#### **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.

#### **Paraprofessional Van Drivers:**

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.

#### **Non-Slip Shoes:**

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.

#### **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.

#### **Notification of Vacancies:**

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.

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.

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.

#### **SENIORITY**

#### **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.

#### **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.

#### **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.

#### **Probation:**

Probation period is determined and defined in Wages and Job Classifications.

#### **VACATIONS**

#### **Vacation Days:**

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

Employees hired <u>between July 1st and December 31st</u> shall receive 3 vacation days upon the successful completion of the probationary period.

#### **Length of Service:**

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.

#### **Military Leave:**

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.

#### **Payment for Vacation Days:**

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.

#### **Schedule for Vacation Days:**

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.

#### **Other Absences Applied to Vacation Leave:**

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.

#### **Approval of Vacation Leave:**

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.

#### **Vacations and Holiday Leave:**

Vacations may start at any time during the week and, upon prior approval, holiday time will be allowed to be taken with vacations.

#### **Vacations WHen School Is In Session:**

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.

#### **Seniority and Vacation Days**

Employees may use their seniority in selecting vacation days.

#### **HOLIDAYS**

#### **Holidays- 12 Month Employees:**

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

New Years Eve Labor Day

New Years Day Thanksgiving Day

Good Friday Friday after Thanksgiving Memorial Day Day before Christmas

Fourth of July Christmas Day

Martin Luther King Day

#### **Holidays - 10 Month Employees:**

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

New Years Eve Labor Day

New Years Day Thanksgiving Day

Good Friday Friday after Thanksgiving Memorial Day Day before Christmas

Christmas Day

#### **Working on a Listed Holiday:**

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.

#### **Probationary Employees and Holidays:**

Employees who are serving a probationary period are entitled to holiday pay for holidays falling within such probationary period.

#### **Unexcused Absence Before or After a Holiday:**

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.

#### **Holidays that Fall on a Weekend:**

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.

#### **Minimum Number of Days Worked Before a Holiday:**

A minimum number of days worked is not required in order to receive paid holidays.

#### **Holiday Compensation:**

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.

#### **LEAVES AND ABSENCES**

#### Absenteeism:

We value every staff member's effort to maintain a strong attendance pattern. In order to accomplish the goals and mission of the district, daily attendance by all employees is imperative. Employees are encouraged to limit absenteeism to emergencies and appropriate instances that cannot be scheduled outside of a workday. Our students benefit from the consistency, continuity, and relationships you offer when you are present.

In the event that staff members are unable to report to work due to illness or some other emergency, staff members are to enter their absence in the <u>Frontline Absence System</u>.

All staff members are required to enter absences in the *Frontline Absence System* for all absences as soon as they know that they will not be able to report to work. All staff members including paras, secretaries, custodians, etc. are required to complete a substitute folder and return it to the office by the end of the second week of school.

Those staff members who do not have a substitute when they are gone must create a back-up duty plan. This plan should be included in your substitute folder. Please give the office a copy of the plan by the first day of school.

# Misuse of leave procedures or misrepresentation of reasons for leave may lead to discipline, up to and including termination.

Failure to report promptly at the starting time or leaving before the scheduled quitting time or failure to timely notify the proper supervisor of impending absence or tardiness, prior to designated starting time, is considered just cause for disciplinary actions up to and including termination, even if the employee has not yet exhausted available paid leave.

#### **Sick Leave:**

Requested leaves of absence which require a substitute shall be taken in half or full day increments unless otherwise noted in this agreement. Substitutes scheduled for up to 4 (four) hours shall count as a half day absence against the Employee's days available. Substitutes scheduled for more than 4 (four) hours shall count as a full day's absence against the Employees days available.

 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. Use of sick leave for any other purpose is subject to disciplinary action up to and including discharge.

If a day of personal illness is taken for medical related appointments by:

• Ten (10) month employees, the day of personal illness shall be limited to non-routine medical appointments only.

• Twelve (12) month employees shall be permitted to utilize sick leave for <u>routine</u> <u>preventative appointments.</u>

#### **Definitions of Non-Routine and Routine Medical Appointments:**

- 1. **Non-routine medical appointments** (all employees) include appointments for a current medical condition, the renewal of medications for a current medical condition, follow-up appointments for a medical condition, or an appointment for a new medical condition.
- 2. A **routine medical examination** (*12 month employees only*) also known as a well-visit or physical checkup, is a preventative healthcare measure that aims to maintain overall health and detect potential medical issues early on. This includes, but is not limited to routine check-ups & physicals, routine eye exams, and routine dental appointments.

Leave periods beyond three (3) work days, medical certification shall be required.

- b) 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:
  - a) First year of employment 10 days
  - b) Second year of employment 11 days
  - c) Third year of employment 12 days
  - d) Fourth year of employment 13 days
  - e) Fifth year of employment 14 days
  - f) Sixth year and subsequent years of employment 15 days
- c) The above specified sick leave entitlements shall apply only to consecutive years of employment in the school district. Sick leave entitlements may accumulate from year to year to a maximum of 120 days.
- d) Employees with an accumulation of more than 120 days shall not be reduced to a maximum of 120 days except through normal attrition. This attrition shall occur only after the employee has used the 15 days they receive each year. If these 15 days are not used, they shall not be carried forward to add to the accumulated total if it makes it more than 120 days
- e) Probationary employees shall receive sick leave credit in the same manner as regular employees.
- f) 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.

- g) 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.
- h) 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.
- i) 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, <u>no</u> <u>less than two (2) hours before the employee's starting time</u>, and failure to do so may be cause for denial of pay for the period of absence. If less than two (2) hours, employees are to contact their direct supervisor in regard to their absence.
- j) The Superintendent, or designee, may require a doctor's certificate before approving sick leave with pay.
- k) Sick leave may not be utilized on weather related days of school closure when 12 month employees are to report to work unless the employee obtains direct approval from their immediate supervisor via a direct phone call and conversation to confirm the illness. If absent on a weather related day of school closure, 12 month employees may also utilize vacation days or unpaid leave.
- Sick leave may not be utilized the day before holidays or extended breaks. If sick the day before a holiday or an extended break, the employee will need to obtain direct approval from their immediate supervisor via a direct phone call and conversation.
- m) Before payment is made for leave periods beyond three (3) consecutive days of work, medical certification shall be required.
- n) 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.
- o) 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.
- p) 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.
- q) 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.

- r) On separation from the school district service, all sick leave credits shall be canceled and may not be reinstated or paid for.
- s) For persons on lay off for budgetary reasons, and who are recalled, previously accumulated unused sick leave will be reinstated.

#### Illness in Family:

- 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) The above specified illness in family entitlements shall apply only to consecutive years of employment in the school district. Employees may rollover a maximum of three (3) Illness in family days to the next consecutive school year for a maximum of eight (8) illness in family days if in their second year of employment or more with the District.
- c) If a day of Family Illness is taken for medical related appointments by:
  - Ten (10) month employees, the day of family illness shall be limited to non-routine medical appointments only.
  - Twelve (12) month employees shall be permitted to utilize the day of family illness for routine preventative appointments.

#### **Definitions of Non-Routine and Routine Medical Appointments:**

- 3. **Non-routine medical appointments** (all employees) include appointments for a current medical condition, the renewal of medications for a current medical condition, follow-up appointments for a medical condition, or an appointment for a new medical condition.
- 4. A **routine medical examination** (12 month employees only) also known as a well-visit or physical checkup, is a preventative healthcare measure that aims to maintain overall health and detect potential medical issues early on. This includes, but is not limited to routine check-ups & physicals, routine eye exams, and routine dental appointments.

Leave periods beyond three (3) work days, medical certification shall be required.

- d) 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.
- e) 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.
- f) This leave shall be subject to the approval of the employee's supervisor.

#### Personal Leave and Emergency Leave

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 or 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: F

- 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 per day (prorated for part-time) per each day claimed to be paid no later than their June 30th paycheck of the contract year. Day(s) claimed will be subtracted from the personal days' accumulation if this option is taken.

- If unpaid days are utilized during the contract year in lieu of the utilization of a personal day, with the exception of inclement weather related school closures, the employee will forfeit the option to apply for the \$100 per day (prorated for part-time).
- A maximum of two (2) personal days may be paid out upon the completion of the current contract year.
- If unpaid leave was utilized in lieu of personal days, the option for the payment for unused personal days shall be forfeited.

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.

#### **Bereavement Leave:**

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

- 1. Up to-ten (10) 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 will exceed the allowable two (2) days per contract year, one (1) day shall be added to the maximum days allowable.
  - a. Documentation of the death and/or services is to be presented with the request for the additional one (1) day of bereavement due to the death of a grandparent.

#### Jury Duty and Legal Leave

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. <u>Any fees or remuneration the employee</u> receives during such leave shall be turned over to the College Community School District.

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 <u>will not</u> be reimbursed.

#### **Religious Leave**

Any employee whose commonly recognized religious affiliation requires the observance of holidays other than those scheduled in the school calendar shall be excused by making his/her needs known to the building principal at least ten (10) days prior to the requested holiday. Leave shall be granted on one of the following basis:

- 1. Unpaid, without loss of seniority
- 2. Paid, by use of a day of personal leave.

#### **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. Legal documentation will be required.

#### **Work Comp Leave:**

- 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.

#### **District Designated Emergency Leave**

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

#### **Special Leaves -- Board Approval**

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 section of the Prairie Association of Support Staff and Nutrition Services, the Superintendent may authorize an employee to be absent without pay for personal reasons for a period or periods <u>not to exceed ten (10) working days in any one (1)</u> school fiscal year.

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

#### **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.

#### **Extended Leave of Absence**

#### **Application Process and Criteria**

Employees who are not eligible for leave under the Family Medical Leave Act (FMLA) or who have exhausted their FMLA entitlement may request an extended medical or disability leave. Such leave may be granted as unpaid leave or, when applicable, as a reasonable accommodation under the Americans with Disabilities Act (ADA).

An employee requesting extended medical/disability leave must have been employed by the District for at least six (6) months, unless the leave is requested as a reasonable accommodation under the ADA, in which case the District will evaluate the request on an individualized basis

regardless of length of service. Employees must provide a written request to the Executive Director of Human Resources. This form can be found on *Frontline Central*.

Employees who have not been released to work by a physician and have provided the proper application and documentation to the Executive Director of Human Resources, shall be placed on extended medical/disability leave upon approval of the Board of Directors.

#### **Duration and Benefits**

The period of extended medical/disability leave shall conclude after a period of three (3) months or when the employee returns to active employment, or whichever date occurs first. However, longer leave may be considered on a case-by-case basis if required as a reasonable accommodation under the ADA and does not impose an undue hardship on the District.

The District will not attempt to permanently fill the position that was occupied by the employee prior to his/her extended medical/disability leave until such leave, unless the needs of the District require the position to be filled before the expiration of three (3) months.

#### Return to Work from an Extended Leave of Absence

Upon full medical release to return to work, employees will be reinstated to equivalent or like positions for which they are licensed and qualified consistent with the FMLA and the ADA. Any employee who returns to work following an extended medical/disability leave must adequately perform the essential duties and responsibilities of his/her position, with or without reasonable accommodations, for three (3) consecutive calendar months. The District will assess the employee's ability to work on an individualized basis and may request medical documentation as needed to support continued work or additional leave.

Any employee who returns to work following an extended medical/disability leave but works less than three (3) consecutive months before becoming unable to perform the essential duties of the assigned job due to the same or a related medical condition, shall continue the medical leave that remained prior to the employee's return to work. Any request for additional leave will be considered on a case-by-case basis in accordance with applicable law.

The Board may, at its expense, require any employee attempting to return to active employment following extended medical/disability leave to submit to further medical examination and evaluation to determine the employee's ability to return to active employment and perform the essential duties of his or her position with or without reasonable accommodations.

#### **Conclusion of an Extended Leave of Absence**

If any employee obtains other employment while on extended medical/disability his/her disability leave shall automatically terminate with no additional District insurance benefits to be provided beyond COBRA continuation of coverage paid for by the employee.

If the employee is unable to return to active employment after three (3) calendar months, then the employee's extended medical/disability leave—shall be reviewed to determine if further accommodations or an extension are necessary, in accordance with the FMLA and the ADA. At the conclusion of three (3) months, the District will hold a collaborative conference with each individual employee to determine if continued employment is possible. Employees who may not return to work, but have sick leave available, will be allowed to remain an inactive employee and use their remaining sick leave until the completion of the employee's contract or fiscal year, in which the extended leave was applied or the exhaustion of the paid sick leave, whichever occurs first.

#### **Conditions of an Extended Leave of Absence**

Unless expressly provided to the contrary, all extended medical/disability leaves shall be without pay. Any employee who does not report for work at the termination of an authorized leave of absence, without a request for an extension or other communication, shall be considered to have voluntarily separated from employment.

#### **Family Medical Leave**

Unpaid family and medical leave will be granted up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) per year to assist eligible employees in balancing family and work life.

Requests for family and medical leave will be made to the superintendent or their designee.

Employees eligible for family and medical leave must comply with the applicable administrative rules and the district's family and medical leave policy prior to starting family and medical leave.

For additional information regarding the Family and Medical Leave Act (FMLA) please contact Jeri Moritz, Executive Director of Human Resources, or visit the "Family and Medical Leave Act" section of the United States Department of Labor's website, at: <a href="https://www.dol.gov/agencies/whd/fmla">https://www.dol.gov/agencies/whd/fmla</a>.

#### **Leave Appeal Process**

Employee's paid leave requests are approved by either one's building principal or immediate supervisor and reviewed by the Payroll Office. Leave is granted or denied based on the current staffing level and needs of the building. If an employee is denied leave, employees may discuss with his or her immediate supervisor to first resolve.

If this goes unresolved, the employee may contact Human Resources. Human resources will review, and follow the policy or restricted dates established by each employee Working Agreement, Handbook, and the District Calendar. More information regarding the different

employee calendars can be found within the District Wide Handbooks and/or Working Agreement.

#### **Employee Attendance Recognition**

Eligible employees who have been employed for the full academic school year and who do not use any leave (paid and unpaid leave) during the school year will receive the amount of \$100 (prorated for part-time) with their June 30th paycheck.

Employees will not be disqualified by reason of use of jury, legal, or professional development leave that is district or building directed.

Employees who are not working due to public office leave, sabbatical leave, or extended leave <u>are not eligible</u>.

This does not apply during times of extended closure.

#### **Records**

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.

#### **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.

#### **SAFETY ACCIDENTS AND REPORTS**

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.

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.

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.

#### **GRIEVANCE PROCEDURE**

#### Purpose:

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.

#### **Definitions:**

- 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.

#### **Procedures:**

#### 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.

#### 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.

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.

#### 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.

#### 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.

#### **Representation:**

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.

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 Employ	/ee:				
Address:					
Employee Job					
Department:		Classi	fication:		
Hire Date:		Senio	rity Date:		
Contract/Handb	ook Articles Violated: _		ent classification)		
Explain in detail	here your grievance: (a	attach addi	tional sheet if ne	ecessary)	
•	this complaint are you	_			
Signature of Emp				Date:	
Did the informal	step take place? Yes _	No			
Date					
Date of Administ					
Step: Date:	Appeal to: D	ecision	Signature	Denied/Remedied	
	District				
II:	Administrator:				

	Superintendent:	
IV:	Joint Committee:	
Findings:		

# **Appendix B**

#### 2025-2026 HOURLY SCHEDULE FOR THE DEPARTMENT OF FOODS AND NUTRITION

2025-26 Classified Schedule 3				
Food	Servic	e		
Salary Grade	Cook		Asst Head Cook	Head Cook
Sub				
Step 0	\$ 16.75	\$	17.05	\$ 20.85
Step 1	\$ 17.29	\$	17.90	\$ 21.31
Step 2	\$ 17.29	\$	17.90	\$ 21.31
Step 2	\$ 17.49	\$	18.10	\$ 21.51
Step 4	\$ 17.49	\$	18.10	\$ 21.51
Step 5	\$ 17.74	\$	18.35	\$ 21.76
Step 6	\$ 17.74	\$	18.35	\$ 21.76
Step 7	\$ 17.74	\$	18.35	\$ 21.76
Step 8	\$ 17.74	\$	18.35	\$ 21.76
Step 9	\$ 17.74	\$	18.35	\$ 21.76
Step 10	\$ 18.07	\$	18.57	\$ 22.07
Step 11	\$ 18.07	\$	18.57	\$ 22.07
Step 12	\$ 18.07	\$	18.57	\$ 22.07
Step 13	\$ 18.07	\$	18.57	\$ 22.07
Step 14	\$ 18.07	\$	18.57	\$ 22.07
Step 15	\$ 18.57	\$	19.07	\$ 22.57
Step 16	\$ 18.57	\$	19.07	\$ 22.57
Step 17	\$ 18.57	\$	19.07	\$ 22.57
Step 18	\$ 18.57	\$	19.07	\$ 22.57
Step 19	\$ 18.57	\$	19.07	\$ 22.57
Step 20	\$ 19.57	\$	20.07	\$ 23.57
Step 21	\$ 19.57	\$	20.07	\$ 23.57
Step 22	\$ 20.80	\$	21.46	\$ 24.57
Step 23	\$ 20.80	\$	21.46	\$ 24.57
Step 24	\$ 20.80	\$	21.46	\$ 24.57
Step 25	\$ 20.80	\$	21.46	\$ 24.57