

Appendix E

APPLICABILITY

This appendix is applicable to all other permanent, non-exempt (hourly) staff including, but not limited to, 10- and 12-month secretaries, administrative assistants, and non-exempt (hourly) staff in the Information Technology Department employed by the Marshalltown Community School District.

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SENIORITY

SECTION 1—PROBATIONARY PERIOD

New employees shall be probationary until they have completed sixty (60) working days. During the probationary period, the Board may terminate, discipline, suspend or otherwise act with respect to a probationary employee without any restriction and without any review of such action under the grievance procedure. An employee retained after completion of their probationary period shall be placed at the bottom of the seniority list and their seniority shall be dated as of the date of their original hire as a permanent employee.

Whenever the term “seniority” is referred to herein, it shall mean the employee’s total length of service in the school district since their last date of hire. Seniority shall not be interrupted by approved leaves of absence so long as the employee has performed services on a regular basis during the equivalent of at least one full semester during the school year. In the case of an employee who has transferred, for any reason, on a permanent basis, from one job classification to another, seniority shall be retained and shall continue to accrue in the former job classification and shall also accrue in the new job classification, all for a period of two (2) years and upon the completion of the second year of service in the new job classification, all seniority shall be transferred to and shall apply only in the new job classification.

SECTION 2—TIE IN SENIORITY

In those situations where employees have the identical date of hire, the date shown on the employee’s employment application forms will be the determining factor, with the earliest application date being given priority; if the application dates are the same, the last four digits of the Employees’ respective social security numbers will be the determining factor, with the highest number being given priority.

SECTION 3—LOSS OF SENIORITY

An employee shall lose their seniority in the following manner:

- (a) Absence from work for a period of one (1) year, because of illness or injury not compensable under the workers compensation law.
- (b) If laid off for a period of time longer than one (1) year.
- (c) By quitting. If an employee is absent from work more than three (3) consecutive days without notifying his or her supervisor, it will be assumed that they have terminated their employment.
- (d) By discharge for just cause.
- (e) By failing to report for work at the expiration of a leave of absence.

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- (f) Failure to return to work upon recall after layoff within five (5) working days after receipt of notification of recall.
- (g) By employment elsewhere during any leave of absence due to any cause other than layoff except if such other employment is consented to by the Board.

SECTION 4—PERMANENT VACANCIES

When permanent vacancies occur in a job classification, the pool of candidates for any position will include all those employees currently employed. The District will post a vacancy which will specify the job responsibilities, the building, and the hours of work. The District will post the notice of such vacancies through the TeachIowa website for no less than five (5) working days. The final selection will be based on the individual's ability to do the job. Interviews will be granted to all currently qualified employed staff. Seniority, in addition to qualification for the position, will be considered by the administration in the hiring process.

HEALTH PROVISIONS

SECTION 1—COMMUNICABLE DISEASE

Any employee with a communicable disease will be excused from the performance of services for such time as may be necessary to effect a cure. During such absence, accumulated sick leave shall be applied.

SECTION 2—FLEXIBLE BENEFITS

All employees may enroll in the District's flexible benefits program. Specific details and enrollment information are available from the Business Office.

LEAVES OF ABSENCE

SECTION 1—SICK LEAVE

Twelve-month employees shall be credited with fifteen (15) days of sick leave each school year for personal illness or injury. If the employee's first day of employment takes place after July 1, the number of sick leave days are pro-rated from the fifteen (15) days allowed for a full year of service.

Ten-month employees shall be credited with twelve (12) days of sick leave each school year for personal illness or injury. If the employee's first day of employment takes place after July 1, the number of sick leave days are pro-rated from the twelve (12) days allowed for a full year of service.

Unused sick leave hours shall be accumulated from year to year to a maximum of one hundred forty (140) days. Employees on the District's payroll as of July 1, 2017, with more than one hundred forty (140) days of accumulated sick leave shall have their maximum accrued sick

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leave capped at the employee's then current level. For those employees the maximum accumulation of sick leave shall be reduced through usage until such time as the employee's accumulated sick leave is equal to or less than one hundred forty (140) days. A report on the status of accumulated sick leave hours will be provided to all employees on September 1 of each year.

SECTION 2—IMMEDIATE FAMILY ILLNESS.

Employees will be allowed a maximum of five (5) days of leave in any one year to administer care for the employee's family while at home or other medically related care facility. An additional five days are available for extenuating circumstances via approval of the superintendent and/or designee. These additional 5 days will be deducted from the employee's personal sick bank. For purposes of this section, immediate family shall be defined as the employee's spouse, parent, spouse's parent, child, sister, brother, grandchild, son/daughter in law, or dependent adult child.

An absence for this purpose shall be without loss of pay and shall not be charged against the employee's accrued days of sick leave.

For purposes of this section, a dependent adult child is defined as the employee's child (currently under the employee's care) who is eighteen years of age or older and who requires the assistance of the employee for said adult child's daily regular medical or physical care.

SECTION 3—PERSONAL LEAVE.

- (a) Employees shall be granted paid, personal leave at the rate of one (1) day during each year, except that employed personnel who have completed five (5) full years of employment with the District will receive two (2) days of personal leave during their sixth year of employment and every year thereafter. Unused personal leave days shall be accumulated from year to year to a maximum of six (6) days. After six (6) days have accumulated, accrued personal leave days thereafter will be added to the employee's accumulated sick leave days, provided that the total number of accrued sick leave days shall not exceed one hundred forty (140).

- (b) Personal leave is to be used primarily for the purpose of transacting necessary business which cannot be conducted during non-work hours. Personal leave shall be at the discretion of the Board and in order to assure adequate staffing, any employee desiring a personal leave shall submit a written request for the same to the employee's supervisor at least five (5) days in advance of the requested leave day. Requests not submitted at least five (5) days in advance of the requested leave day must be accompanied by a written statement of the reason for the leave. In the case of an emergency, permission for such leave may be sought in person or by the telephone with the written statement presented to the employee's supervisor upon the employee's return. Should an unusual number of personal leave requests be received for the same day which, if granted, would, in the Board's opinion, impair or interfere with the District's operation, the Board may require a written statement as to the reasons for

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such request and will grant only those which, in the Board's discretion, are supported by the most compelling reasons and for which adequate substitutes may be obtained.

- (c) Employees who work more than four (4) hours per day may take personal leave in a minimum increment of one hour.

SECTION 4—VACATION LEAVE

Twelve-month employees receive paid vacation days according to the accrual table below on July 1st:

Years of Service	Vacation Day Allotment
1	10
2	11
3	12
4	12
5	14
6	15
7	15
8	16
9	16
10	17
11	18
12	18
13	18
14	19
15	19
16+	20

A maximum of ten (10) vacation days may be carried forward and used in the year immediately following the year in which they were actually earned. Carryover days will be calculated as of July 31.

If an employee's employment begins after July 1st, the vacation days will be prorated. Five days will be available for use after six (6) months of employment. The remaining prorated days earned will be allocated the following July 1st.

SECTION 5—JURY DUTY LEAVE

An employee who is called for jury service or for a court appearance under subpoena (excluding cases in which they, the Board is a party) shall be entitled to jury duty leave on the days on which the employee so serves or is required to appear and they shall receive, for each day of jury service or subpoenaed appearance, the difference between their normal pay for that day and the compensation received for such jury service or court appearance.

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SECTION 6—BEREAVEMENT LEAVE

In the case of death in an employee's immediate family, the employee shall be granted permission to be absent from duty for not more than five (5) school days at the discretion of the Director of Human Resources for attendance at the funeral and for any other purpose directly arising out of the death. No deduction of pay shall be made for absence so granted. For the purpose of the foregoing, an employee's "immediate family" is defined as the employee's spouse, child, grandchild, parent, brother, sister, son-in-law, daughter-in-law, spouse's parents, and a spouse's child by a former marriage.

In the case of death of the grandparents of the employee and his/her spouse, and spouse's brothers and sisters (but excluding spouses of such brothers and sisters), the employee shall be granted permission to be absent from work for two (2) days at the discretion of the Director of Human Resources to permit the employee to attend the relative's funeral.

In the case of death of the uncle, aunt, niece, nephew, first cousin, or spouse of a brother-in-law or sister-in-law of the employee or the employee's spouse, the employee shall be granted permission to be absent from work for one (1) day at the discretion of the Director of Human Resources in order to permit the employee to attend the relative's funeral.

SECTION 7—LIMITATION ON PAID LEAVE

The amount an employee receives under a paid leave of absence granted under this section shall be calculated per day so that no employee shall receive compensation during any paid leave of absence in an amount in excess of what the employee would have received had they been physically present at work during such days of leave.

SECTION 8—ADOPTION LEAVE

Employees will be allowed a paid leave of absence, not to exceed ten (10) consecutive working days in the case of the employee adopting a child. Such paid leave will be charged to the employee's accrued sick leave. Application for this leave shall be submitted to the building principal and to the Superintendent as far in advance of the contemplated leave period as possible.

SECTION 9—MATERNITY LEAVE

Paid sick leave benefits for the birth of a child to the extent of an employee's accumulated earned sick leave shall be paid only during the time medically established for termination and recommencement of duties.

HOLIDAY

SECTION 1—HOLIDAYS

Ten- and twelve-month employees shall be allowed the following paid holidays:

- Labor Day
- Thanksgiving Day
- Christmas Eve Day

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- Christmas Day
- New Year's Day
- Good Friday
- Memorial Day

Twelve-month employees shall be allowed the additional three paid holidays:

- Martin Luther King, JR Day
- Day after Thanksgiving
- Fourth of July

SECTION 2—HOLIDAY PAY

The amount of holiday pay shall be calculated in accordance with the employee's regular rate of pay and normal hours of work per day.