

SCHOOL DISTRICT OF WHITEFISH BAY  
1200 EAST FAIRMOUNT AVENUE  
WHITEFISH BAY, WISCONSIN 53217

**The Whitefish Bay School District**



**An Exceptional Place To Learn**

## CONFIDENTIAL STAFF EMPLOYMENT PROVISIONS

2012-13

## I. INTRODUCTION

This handbook has been prepared for informational purposes only. None of the provisions contained herein constitute a guarantee of any rights or benefits expressed or implied. The provisions set forth in this handbook may be altered, modified, changed, or eliminated at any time by the School Board at its sole discretion with or without notice. This handbook supersedes any and all previous handbooks, statements, policies, procedures, rules or regulations given to employees, whether verbal or written.

For the purpose of this handbook, the term "confidential employee" shall apply to the following personnel:

Secretary to the Superintendent of Schools  
Secretary to Directors of Human Resources/Special Services and Instruction  
Supervisor for Payroll Services

In accordance with School Board Policy 511, the School District of Whitefish Bay does not discriminate on the basis of age, sex, national origin, ancestry, creed, religion, marital status, sexual orientation, disability, race, color, arrest record or conviction record, or for any other reason prohibited by state and federal laws.

## II. INSURANCE

### HEALTH INSURANCE

The district will pay 92% of the health insurance premium for health insurance to those employees who qualify. In general, an employee must work at least one-half time in order to participate in the health insurance program. Those employees that are less than full-time will have a portion of the premium paid on a pro-rata basis.

Upon initial employment, the employee is eligible to participate in the group health insurance plan available. If you decline coverage when you are initially eligible, your ability to enroll at a later date will be seriously affected unless your late enrollment request involves "Loss of Other Health Coverage" or adding "New Dependents." If the above two circumstances do not apply, you and your eligible dependents will be required to exhaust a 12-month waiting period following your late enrollment application before your coverage is effective. Also, if the employee or any dependent is disabled at the time of change, it must be noted on the new enrollment form and the new carrier is not obligated to cover that person.

There is one exception to the conditions stated above. If an employee has a spouse whose coverage includes the employee, that employee may elect to receive cash in lieu of health insurance under the term of the district's 125 plan. This benefit is available to full-time employees only. The amount will be the same as the district contributes toward a single premium per month, or \$726.06 per month, whichever is less.

Employees hired January 1, 2009 or after, who retire at age fifty-nine (59) years or older with at least twenty (20) full-time years of service will receive coverage with the employer

paying 92% of the premium until the lesser of 1) age sixty-five (65) or 2) eligibility for Medicare provided that the dollar amount of the premium to be paid by the employer on the employee's behalf shall not exceed the dollar amount paid by the employer on the employee's behalf during the 2011-12 school year.

Employees hired after July 1, 2004, who retire at age fifty-seven (57) or older with at least twenty (20) years of service will receive coverage with the employer paying 92% of the premium until the lesser of 1) age sixty-five (65) or 2) eligibility for Medicare provided that the dollar amount of the premium to be paid by the employer on the employee's behalf shall not exceed the dollar amount paid by the employer on the employee's behalf during the 2011-12 school year.

Employees hired prior to July 1, 2004 must have served twelve full-time consecutive years and be fifty-seven (57) years or older to qualify for this benefit.

Employees hired after July 1, 2011 are not eligible for this benefit.

#### DENTAL INSURANCE

The district provides dental insurance, either on a single or family basis.

The district pays 80% of either the single or family premium (whichever the employee desires) for all full-time employees. The employee must pay the remaining 20%. The portion of the premium paid for part-time employee is calculated on a pro-rata basis.

As with the health insurance, the employee is given the opportunity to participate in the dental insurance program upon initial employment. Should the employee desire to take the dental insurance at a later date, it is unlikely that the carrier will allow participation without some proof of insurability.

#### LONG-TERM DISABILITY

The district shall provide and pay the cost of long-term disability insurance for all full-time and part-time employees covered by the Contract. The long-term disability insurance program shall provide for 90% payment of covered salary to age 65 with an offset for social security, worker's compensation and state retirement. The long-term disability insurance program shall provide for a 60 day waiting period.

The district shall continue to pay, for up to one year, premiums for insurance programs provided for by the Contract to employees collecting disability benefits under the Contract.

The district retains the right to change the insurance carrier as long as comparable coverage is maintained.

If the district is unable to purchase the above described 90% benefit plan, the district may substitute a policy which provides 66-2/3% payment of covered salary to age 70, social security freeze, primary only social security offset and a 25% minimum benefit with either a 60 or 90 day waiting period to be selected by the employee prior to the end of the 60 day waiting period.

## GROUP TERM LIFE INSURANCE

The district provides group term life insurance based upon 100% of the previous calendar year salary rounded to the next higher \$1,000. This coverage is handled through the State of Wisconsin Employee Plan with Minnesota Mutual Life Insurance Company being the insurer. The premium for this policy is based upon age and is paid for by the employee. For all employees, however, the district does pay an additional premium which enables the value of this policy to hold one-fourth of its basic coverage value after retirement as permanent insurance without additional premiums being paid.

The group term life insurance is optional. Generally, the employee is not eligible until he/she has worked for the district for a period of six months. However, if the employee has had six months previous experience in the Wisconsin Retirement System, the waiting period is waived.

The term insurance referred to above is called the "basic coverage." All employees have the opportunity to participate in the "additional life insurance plan" if they are participating in the basic plan. The additional plan allows the employee to purchase an additional policy for up to three units of additional insurance. Each unit is equal to the basic plan amount. The rates are similar to or lower than those provided by the basic rate. The employee pays the entire cost of this additional insurance and it does not have any residual permanent benefits at retirement.

## EMPLOYEE ASSISTANCE PROGRAM

The district will provide an Employee Assistance Program for all staff and their immediate families. The purpose of the program is to provide confidential and free initial assessment and referral services for various personal problems; e.g., family, marital, alcohol, drug, financial, and emotional problems.

The district contracts with Lakeshore Workplace Consultants for this service. Lakeshore Workplace Consultants' counselors are very knowledgeable with area treatment resources and can match specific individual needs with a qualified professional or facility for assistance.

Referrals made by Lakeshore Workplace Consultants will be coordinated when possible, with the staff member's health insurance coverage. They will also help locate affordable resources for those counseling needs not covered by the staff member's insurance plan.

Confidential help is immediately available by calling Lakeshore Workplace Consultants directly at 414-264-4343. Identify yourself as a staff member or a family member of a staff member of the School District of Whitefish Bay and an appointment will be arranged at your earliest convenience.

## III. RETIREMENT CONTRIBUTION

The School Board pays the employer portion of the contracted salary as a contribution to

the Wisconsin Retirement System (WRS) at the current rate assessed by the WRS. The employee is responsible for the employee portion.

#### IV. PARTICIPATION IN TAX-DEFERRED ANNUITY PROGRAM

Confidential employees may participate in any TSA program with a vendor on the approved list as per policy. Proper salary reduction agreement and other forms must be filed with the business office and may be changed in June and January of each year.

#### V. SICK LEAVE

Confidential employees are eligible for sick leave due to temporary disability, personal illness, or serious illness in the immediate family. Immediate family includes: husband, wife, children, mother, father, brother, sister, mother-in-law, or father-in-law.

When sick leave is used for bereavement leave, the definition of immediate family will also include grandparents and grandchildren.

On July 1st of each year, twelve (12) days of sick leave are granted to full-time exempt employees. Sick leave days are accumulated to a maximum of 90 days.

Confidential employees shall receive compensation for unused accumulated sick leave up to and including 25 days at the time of retirement or death, computed on the basis of a normal full-time work day.

#### VI. VACATION

Those confidential employees employed full-time will be eligible for the following vacation days:

1. 10 work days of vacation with pay if an employee has completed one or more years of service.
2. 15 work days of vacation with pay if an employee has completed five or more years of service.
3. 20 work days of vacation with pay if an employee has completed ten or more years of service.

Employees who have not used allotted vacation days for that school year will be allowed to carry over days up to the beginning of teachers workshops in August/September. At that point, no more than three carryover days can be extended for use during the ensuing contract year.

## VII. HOLIDAYS

All regular full-time exempt employees shall receive the following holidays off with pay:

- Independence Day
- Labor Day
- Thanksgiving Day
- The day following Thanksgiving
- December 24
- December 25
- Last normal work day before New Year's Day
- New Year's Day
- “Floating Holiday” (Date determined annually)\*\*
- Memorial Day
- One-Half Day Floating Holiday

Holidays falling on a weekend: If any of the above dates fall on a Saturday or Sunday, the District Employee shall determine which day shall be considered the holiday for pay purposes.

\*\* The floating holiday will be determined prior to July 1 for the following year by the District Employee and will be a day when classes and other employees are not scheduled.

## VIII. PERSONAL BUSINESS

Upon approval of the supervisor, an confidential staff member shall be allowed to be absent on personal business two full days per year without loss of pay. Requests for such leave should be made one week in advance except in extreme emergencies. Personal business is interpreted to include religious observances.

## IX. JURY DUTY

An employee shall be granted time off with pay for reporting for jury duty upon presentation of satisfactory evidence relating to this duty. Compensation received for such duty (exclusive of travel pay or pay for jury duty on non-school days) shall be immediately paid over to the school district.

## X. LEAVE OF ABSENCE

The School Board may grant, upon the recommendation of the District Employee, a one-year leave of absence to an confidential employee for the purpose of rest, travel,

professional study, or other appropriate reason. This leave shall be without pay and upon return the District Employee shall recommend such salary change as he/she may deem appropriate.

It shall be the policy of the School Board to grant a leave of absence to any employee called to military service for the duration of the period to which such employee is ordered to serve.

## XI. FUNERAL LEAVE

A leave, not to exceed three days, shall be permitted all employees for the purpose of attending a funeral when a death occurs to a member in the immediate family as defined by School Board Policy. Up to an additional two days may be granted if the employee is traveling outside of the metropolitan Milwaukee area. Any additional days taken for death in the immediate family shall be charged to the employee's regular sick leave. Use of the regular sick leave for deaths other than those stated above or additional days may be granted at the discretion of the District Administrator.

## XII. QUARANTINE

If an confidential employee is quarantined due to a disease he/she contacted as a result of his/her professional responsibilities as an employee of the district, neither his/her salary nor sick leave shall be affected by his/her absence until he/she has missed fifty days.

## XIII. TUITION REIMBURSEMENT

All confidential employees shall be partially reimbursed for each semester hour of pre-approved credit when the following conditions are met:

1. The course is pre-approved by the Director of Human Resources/Special Services.
2. The number of credits for which reimbursement is sought does not exceed six in any one school year, or exceed thirty for any individual.
3. The course is related to the employee's current assignment.
4. The payment for reimbursement shall not exceed the actual cost per credit or \$70 per credit, whichever is applicable.

## XIV. EVALUATION

Confidential employees shall be evaluated annually by their immediate supervisor.

## XV. DISCRETIONARY TIME

Regular full-time confidential employees, hired prior to July 1, 2010, shall receive eight hours of discretionary time per year with pay. Employees hired after July 1, 2010, shall be ineligible for discretionary time.

## XVI. DAYS AND HOURS

The hourly rate shall be calculated on the basis of 2080 hours per year. The normal workday shall consist of eight hours. During the summer months, winter break and spring break the normal workday shall consist of seven hours, with pay for eight hours.

## XVII. SCHOOL CLOSING

All confidential employees shall report to work in the event that schools are closed due to weather conditions if called by the District Administrator or his/her designee. Any confidential employee who chooses not to report to work will have the option of using available vacation time or taking a non-compensated day.