

The Whitefish Bay School District



An Exceptional Place To Learn

PARA-PROFESSIONAL EMPLOYMENT PROVISIONS HANDBOOK

Effective July 1, 2011

I. INTRODUCTION

The School District of Whitefish Bay's Para-Professional Employment Provisions Handbook ("handbook") has been prepared for informational purposes only. It is not a contract. 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 instructional employees, whether verbal or written. It is the responsibility of the employee to become familiar with the provisions set forth in this handbook as well as all applicable Board policies.

II. EQUAL OPPORTUNITY EMPLOYMENT

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.

III. HOURS OF WORK AND BENEFIT ENTITLEMENT

The normal work schedule for a full-time para-professionals is thirty-five (35) hours per week not to exceed eight (8) hours per day. The starting time is to be between 7:30 a.m. and 9:00 a.m. Full-time para-professionals shall receive fringe benefits according to the terms of this agreement.

Work Week: The para-professionals' normal work week shall begin at 8:00 a.m. Monday and shall consist of five (5) consecutive twenty-four (24) hour periods.

Definition of Employees:

Regular Full-Time: Full-time para-professionals have a normal work schedule of thirty-five (35) hours per week not to exceed eight (8) hours per day.

Regular Part-Time: A half-time para-professional is one who works seventeen and one-half (17.5) hours per week or more but less than thirty-five (35) hours per week. Half-time para-professionals would receive the health and dental insurance benefits of this agreement paid for by the District to a maximum of fifty percent (50%) of the District's share for full-time employees. Para-professionals working less than seventeen and one-half (17.5) hours per week shall receive no insurance benefits paid for by the District.

Rest Periods: All employees who work four (4) hours each day are allowed to take a fifteen (15) minute rest period for each four (4) hours worked. Employees who work three (3) or more hours but less than four (4) will be allowed a fifteen (15) minute rest period after two (2) hours of work. Rest periods will be scheduled by the employer to allow continuous coverage throughout the work day. Unused rest periods cannot be substituted as a means of reducing or modifying established working hours.

Overtime: All hours worked over forty (40) in one week will be paid at time and one-half (1.5) of the regular hourly wage.

II. PHYSICAL EXAMINATIONS

Requirement: Upon his/her initial employment, each new employee shall be required to undergo a physical examination, including a tuberculin test. If the tuberculin test is positive, then a chest x-ray shall be required.

All other employees will be required to undergo a physical examination at such time(s) and under such circumstances as the District deems appropriate.

Payment: The District will assume the entire cost of any physical examination, tuberculin test and, when necessary, a chest x-ray, which is required by the District pursuant to this article so long as the employee utilizes a physician designated by the District. While an employee may utilize a physician other than one designated by the District in complying with this article, the District will be required to reimburse the employee only in the amount and only to the extent of the customary charges charged by the District-designated physician.

III. SCHOOL CLOSING

No employees need to report to work in the event a school or schools are closed but will be paid for the day(s). If the day(s) is/are made up, all employees shall report to work on that/those day(s) unless excused, at their request, by their building principal or supervisor. Such required makeup days will be without compensation for those employees so affected.

IV. LEAVES OF ABSENCE

Jury Duty: Employees who are called to jury duty will receive full pay during the period of their absence for actual jury duty, provided that the employee will remit to the District an amount equal to the compensation paid to him/her for jury service no later than the close of the pay period following receipt of such

compensation, and the employee will also attach the Summons for Jury Duty to the payroll time sheet. Employees will notify the administration immediately upon receipt of the Summons for Jury Duty. In computing the compensation for the employee such items as subsistence pay, travel pay, pay for jury duty on off-duty days and other expense allowances paid by the court will not be included in determining pay received from the court.

Funeral Leave: When there is a death in the immediate family of an employee, a leave with pay not to exceed three (3) days will be granted for the purpose of making necessary arrangements and attending the funeral. Immediate family, for the purposes of this policy, will include: spouse, child, parent, brother, sister, father-in-law and mother-in-law, grandparents and grandchildren. Additional time up to two (2) days may be granted for travel to a funeral outside the Milwaukee metropolitan area without use of sick leave. Additional time for travel may be granted by the Director of Human Resources for para-professionals. Days granted over five (5) days may be deducted from sick leave.

Use of regular sick leave may be granted by the Director of Human Resources for para-professionals for deaths of persons other than the immediate family or as additional funeral leave days when there is a death of an immediate family member.

Personal Business: Upon approval of the Director of Human Resources for para-professionals, full-time employees will be allowed to be absent on personal business up to two (2) full days per year without loss of pay, for the purpose of conducting personal business which cannot be conducted outside the regular school day. Part-time employees will be allowed one (1) full normal work day per year without loss of pay. Personal Business days are pro-rated for employees in their first year. Requests for such leave will be made in advance. The classification "personal business" is interpreted to include religious observances.

1. The request for absence will be made in writing on a school form and filed with the Director of Human Resources for para-professionals one (1) week in advance except in extreme emergencies.
2. An employee will not be allowed the use of these days on the work day before or the work day after vacation, holiday, or sick leave day except in extreme emergencies.
3. An employee will contact the the Director of Human Resources for para-professionals in making a request for use under extreme emergencies. Such request may be verbal or

in writing and will be granted at the discretion of the Director of Human Resources for para-professionals.

V. SICK LEAVE

Benefit and Accumulation: All full-time para-professional employees will receive ten (10) days sick leave per school year, July 1 to June 30. Employees who work less than full time will have their sick leave pro-rated on the basis of their work assignment. However, in the first year of employment, a ninety (90) day probationary period is in effect during which time sick leave is earned at the rate of one (1) day per month. After the probationary period, two (2) days per month are earned until June 30 or until a maximum of ten (10) days are earned, whichever occurs first. Sick leave is accumulated to a maximum of ninety (90) days. Pro-ration will be determined by using the following formula:

Number of hours assigned to job on an annual basis x .0477 = Sick
Leave Hours

Once the maximum cumulative days are reached, or if, at the beginning of a contract year, an employee's annual sick leave allotment would permit accumulation above the maximum, the employee's annual allotment will be the greater of:

1. The number of days difference between the current total of cumulative days and the maximum cumulative days set forth herein; or
2. Four (4) days per year.

After July 1, 1980, employees with more than ninety (90) cumulative sick leave days shall not accumulate sick leave days until their total number drops below ninety (90) days.

In the event an employee is eligible for long term disability benefits, all sick leave payments pursuant to this contract shall cease immediately.

At the end of five (5) school days of sick leave, certification of illness by a physician may be required.

Advance Notice and Use: In the event that an employee is aware in advance that sick leave benefits will be needed or due, it will be the duty of the employee to notify the Director of Human Resources for para-professionals as far in advance as possible in writing of the anticipated time and duration of such sick leave, the

reason for requesting such sick leave and medical certification that the employee will be unable to perform his/her normal work functions. Employees will be required to begin using sick leave on the date after which their doctor certifies that they are medically unable to perform their normal duties. An employee on sick leave is required to notify the Director of Human Resources at the earliest possible time of the anticipated date on which the employee will be able to resume his/her employment duties. The Administrator in each building will establish a procedure whereby employees will call a specific telephone number to report an absence. Employees will not be required to arrange for substitutes.

Termination of Paid Leave: Upon the expiration of accumulated sick leave, an employee may submit a written request for a leave of absence without compensation for illness or disability for a period not to exceed sixty (60) working days and not less than five (5) working days. The leave will be granted upon submission of a medical doctor's statement that the employee is unable to perform his/her normal duties.

Retirement or Death: An employee will receive compensation for unused accumulated sick leave up to and including twenty-five (25) days at the time of retirement or death. The entitlement under this paragraph will be computed on the basis of a normal full-time work day, except that the entitlements of a part-time employee will be pro-rated accordingly.

In the event of the death of an employee, the surviving spouse, dependent(s), or designated beneficiary will have the option of having a cash payout of said compensation or having said compensation cash value converted to an equal value of continuation of coverage under the group health program, subject to the rules of the insurance carrier.

In the event an employee takes advantage of any leave provided for under federal or state statutes, now in effect or subsequently enacted, such leave will be considered a part of any leave provided under this article to the extent permitted by law and in accordance with the rules and regulations of the appropriate state and federal agencies.

VI. HOLIDAYS

All full-time para-professionals will receive the following holidays off with pay: Memorial Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving and Good Friday.

Regular part-time employees will receive pro-rata holiday benefits.

Holidays Falling on a Weekend: If any of the above dates fall on a Saturday or Sunday, the Director of Human Resources, in his/her sole discretion, will determine which day will be considered the holiday for pay purposes.

Holiday Pay: Holiday pay will be computed at the employee's regular rate of pay for the employee's regularly scheduled number of hours.

VII. WAGES

All employees will be paid in accordance with the attached Appendix A-1.

Pay Dates: All para-professionals will be paid bi-weekly. Time slips will be submitted two (2) weeks prior to payday.

Extra Duties for Para-professionals: The Director of Human Resources will advise the principals that the para-professionals may be assigned additional hours when work loads dictate. However, para-professionals may not work additional hours without the prior approval of the building principal.

The Director of Human Resources will decide whether para-professionals should attend in-service programs and whether they should work until their normal ending time on early dismissal days.

VIII. INSURANCE

The district will provide a group health insurance plan for eligible para-professionals.

The Board will pay ninety-two percent (92%) of the premium for full-time personnel and a pro-rated portion of the ninety-two percent (92%) premium payment for part-time personnel. The premium payments for part-time personnel will be pro-rated according to the number of hours worked by the part-time personnel. Health insurance is not available to part-time personnel employed less than one-half time.

The Board may from time to time change the insurance carrier if it elects to do so.

Cash in Lieu of Health Insurance. If a para-professional chooses to not receive the District's health insurance they 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 plan.

Section 125 Plan. The Board will implement and make available to all employees a Section 125 Plan. The Plan will cover (a) employee premium contributions for health insurance; (b) deductibles, co-payments and other non-covered medical expenses eligible for coverage; and (c) child care expenses.

Dental Insurance: The District will pay premiums toward dental insurance coverage for eligible employees of a maximum of eighty percent (80%) of the cost of such premiums.

Life Insurance: Employees are eligible to participate in the State of Wisconsin group life insurance program upon completion of a six (6) month membership in the Wisconsin Retirement Fund. Employees who elect not to participate must file a waiver not less than thirty (30) days prior to the end of the six (6) month period. The District will pay the full premium for basic life insurance.

Worker's Compensation: Any employee who is absent due to an occupational disease or injury caused during the course of carrying out his/her duties with the District will suffer no loss of income for a period of no more than six (6) months. During the period of such absence, the employee will endorse the Worker's Compensation checks over to the Director of Business Services and receive his/her regular pay in return. Failure to do this will cause the injured or sick member to forfeit regular pay during such disability. After the period of six (6) months, the employee may supplement Worker's Compensation benefits with accumulated sick leave. After all accumulated sick leave has been used, the employee may continue to receive only the full amount of Worker's Compensation benefits.

Pension Contributions: The School Board pays the employer portion of the contribution to the Wisconsin Retirement System (WRS) at the current rate assessed by the WRS. The employee is responsible for the employee portion.

Long-Term Disability: The Board will provide and pay the cost of long term disability insurance for all full-time and part-time employees covered by this agreement. The long term disability insurance program will provide for ninety percent (90%) payment of covered salary to age sixty-five (65) with an offset for Social Security, Worker's Compensation and State retirement. The long term disability insurance program will provide for a sixty (60) calendar day waiting period.

The Board will continue to pay, for up to one (1) year, premiums for insurance programs provided for by this agreement to employees collecting disability benefits under this article.

If the Board is unable to purchase the above described ninety percent (90%) benefit plan, the Board may substitute a policy which provides 66-2/3% payment of covered salary to age seventy (70), Social Security freeze, primary only Social Security offset and a twenty-five percent (25%) minimum benefit with either a sixty (60) or ninety (90) day waiting period to be selected by the employee prior to the end of the sixty (60) day waiting period.

After the expiration of the waiver of premium period, the employee may remain in the group insurances with the employee paying the amount of the group rate premium subject to the rules of the insurance carrier.

After an employee is on long term disability for one (1) year, the employee, while on long term disability, may remain in the insurance programs not covered by the waiver of premium by paying to the District the certified group rate of the insurance policies.

IX. RETIREMENT/SEVERANCE

Employees who were employed by the District prior to July 1, 2001, and who retire at age fifty-five (55) years or older with at least twelve (12) years of service as determined by the district's seniority list will receive coverage at the employer's expense until age sixty-five (65) or until the employee is eligible for Medicare with the District contributing the same percentage of the premium as the active employees receive.

Employees whose employment with the District started after June 30, 2001, are eligible for this benefit after reaching age fifty-five (55) and the completion of fifteen (15) years of service as determined by the district's seniority list with the District contributing the same percentage of the premium as the active employees receive.

Employees whose employment with the District started after June 30, 2005, are eligible for this benefit after reaching age fifty-seven (57) and the completion of twenty (20) years of service as determined by the district's seniority list with the District contributing the same percentage of the premium as the active employees receive.

Employees whose employment with the District started after June 30, 2008, are eligible for this benefit after reaching age fifty-nine (59) and the completion of twenty (20) years of service as determined by the District's seniority list with the District contributing the same percentage of the premium as the active employees receive.

X. LONGEVITY PAY

Eligible employees shall be entitled to longevity pay according to the following formula:

Para-professional Employees:

1. Twenty-five cents (\$.25) per hour after ten (10) years of continuous service.
2. Thirty-five cents (\$.35) per hour after fifteen (15) years of continuous service.
3. Forty-cents (\$.40) per hour after twenty (20) years of continuous service.

APPENDIX A

2011-2012 SALARY SCHEDULE - PARA-PROFESSIONALS

Step	<u>Para-I</u>	<u>Para-II</u>
1	12.87	14.64
2	13.36	15.14
3	13.81	15.67
4	14.30	16.28
5	15.08	17.18