

**The Whitefish Bay School District**



**An Exceptional Place To Learn**

**SECRETARY  
EMPLOYMENT PROVISIONS HANDBOOK**

**Effective July 1, 2011**

## **I. INTRODUCTION**

The School District of Whitefish Bay's Secretary and 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**

**Hours of Work:** The normal work day consist of eight (8) hours per day during the school year. During the summer months, Christmas and Spring vacation periods, the normal work day consists of seven (7) hours per day. Starting time during the school year is between 7:15 and 8:00 a.m. for all secretaries. Normal hours during the summer months, Christmas and Spring vacation periods is 8:00 a.m. to 3:30 p.m. Starting times may be varied in order to meet District needs. The Director of Human Resources may offer employees the opportunity to work eight (8) hours per day during summer months when school is not in session. Such assignments may be made based upon the mutual agreement of the employee and the personnel office.

**Work Week:** The work week begins at 12:01 a.m. Saturday and consists of seven (7) consecutive twenty-four (24) hour periods. The normal work schedule consists of five (5) consecutive days; Monday through Friday, except employees in the Recreation Department will have varying work days.

**Definition of Employees:**

Regular Full-Time: A secretary employed for the minimum of the school term (1440 hours) or longer is considered a full-time employee and eligible to receive full-time employee benefits as provided for in this agreement.

Regular Part-Time: A half-time secretary is one who works 720 hours or more but less than 1440 hours. A half-time secretary is eligible to receive the health insurance and dental insurance benefits of this agreement paid for by the District to a maximum of fifty percent (50%) of the District's contribution towards health and dental insurance benefits for full-time bargaining unit secretaries. A less than one-half time secretary is one who works less than 720 hours per year. Less than half-time secretaries 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) are 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.

#### **IV. PHYSICAL EXAMINATIONS**

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

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.

#### **V. SCHOOL CLOSING**

The District or its representative, in its sole discretion, shall determine if a school or schools should be closed due to weather conditions, other emergencies or extraordinary events or circumstances. The following secretarial employees shall report to work in the event a school or schools are closed: the attendance secretaries or building principal appointed secretarial designee. Secretarial employees who work on these days will be given compensatory time for the time worked. No other bargaining unit member will

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.

## VI. LEAVES OF ABSENCE

A. **Jury Duty:** Employees who are called to jury duty shall receive full pay during the period of their absence for actual jury duty, provided that the employee shall 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 shall also attach the Summons for Jury Duty to the payroll time sheet. Employees shall 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 shall not be included in determining pay received from the court.

B. **Funeral Leave:** When there is a death in the immediate family of an employee, a leave with pay not to exceed three (3) days shall be granted for the purpose of making necessary arrangements and attending the funeral. Immediate family, for the purposes of this policy, shall 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 Business Services or the Director of Human Resources.

Use of regular sick leave may be granted by the Director of Business Services for secretaries or the Director of Human Resources 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.

C. **Personal Business:** Upon approval of the Director of Business Services or the Director of Human Resources full-time employees may 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 may 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 shall be made in advance. The classification "personal business" is interpreted to include religious observances.

1. The request for absence shall be made in writing on a school form and filed with the Director of Business Services one (1) week in advance except in extreme emergencies.

2. An employee shall 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 shall contact the Director of Business Services for secretaries or the Director of Human Resources when making a request for use under extreme emergencies. Such request may be verbal or in writing and shall be granted at the discretion of the Director of Business Services or the Director of Human Resources.

## VII. SICK LEAVE

**Benefit and Accumulation:** Employees are eligible for sick leave due to temporary disability, personal illness, or serious illness in the immediate family. Twelve (12) days of sick leave are granted each July 1 to full-time secretaries. However, in the first year of employment a six (6) month 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 twelve (12) days are earned, whichever occurs first. Sick leave days are accumulated to a maximum of ninety (90) days. Permanent part-time employees are eligible for sick leave on a pro-rated basis.

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.

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.

If an employee remains absent from work following the expiration of sick leave, accrued vacation days may be used as compensation days if approved by the Director of Business Services or the Director of Human Resources.

**Advance Notice and Use:** In the event that an employee is aware in advance that sick leave benefits will be needed or due, it shall be the duty of the employee to notify the Director of Business Services or the Director of Human Resources 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 Business Services for secretaries or 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 shall establish a procedure whereby employees shall call a specific telephone number to report an absence. Employees shall 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 shall 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 shall 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 shall be computed on the basis of a normal full-time work day, except that the entitlements of a part-time employee shall be pro-rated accordingly.

In the event of the death of an employee, the surviving spouse, dependent(s), or designated beneficiary shall 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 shall 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.

## VIII. HOLIDAYS

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

- July Fourth
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- The last normal work day before Christmas Day
- Christmas Day
- The last normal work day before New Year's Day
- New Year's Day
- Good Friday
- Memorial Day
- 1/2 Floating Holiday

Regular part-time employees shall 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 Business Services for secretaries or the Director of Human Resources shall determine which day shall be considered the holiday for pay purposes.

**Eligibility:** Holiday pay will be paid only to those employees who have worked the scheduled hours the day before and the day after the holiday, except if they are on vacation, jury duty, or on an excused sick leave. Requests to take a floating holiday must be made to the Director of Business Services for secretaries three (3) days in advance and permission to take the time off approved.

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

## **IX. VACATIONS**

**Annual:** The District grants an annual paid vacation to all regular full-time and regular part-time secretaries according to the schedule contained in this article. Vacation pay for full-time secretaries shall be based upon forty (40) hours per week and vacation pay shall be at the employee's regular basic rate of pay. Regular part-time secretaries receive pro-rata benefits.

**Benefits:** All regular full-time and regular part-time secretaries shall receive the following paid vacation based on the years of service. Vacations are earned as follows:

1. Ten (10) work days of vacation with pay if an employee has completed one (1) or more years of service.
2. Fifteen (15) work days of vacation with pay if an employee has completed five (5) or more years of service.
3. Twenty (20) work days of vacation with pay if an employee has completed ten (10) or more years of service.
4. Twenty-five (25) work days of vacation with pay if an employee has completed fifteen (15) or more years of service.

Selection of vacation time shall be at the mutual convenience of the District and the employee in order that the business of the District is not disrupted by the absence of vacationing employees. The vacation time selected must have the approval of the employee's immediate supervisor and the Superintendent's designee.

The number of employees on vacation at any given time shall be determined by the Superintendent's designee.

**Separation From Service:** In the event of separation from School District service during the year, vacation benefits listed above shall be pro-rated upon the actual service during the year of termination by the employee prior to termination.

**Holiday During Vacation:** If a holiday falls while an employee is absent on vacation, said employee shall not be charged with a day of vacation for that holiday.

## X. WAGES

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

**Pay Dates:** All secretaries' advice of credit (direct deposit) shall be issued on a bi-weekly basis. All secretaries employed to work twelve (12) months shall have the choice of being paid in one of the following ways:

(1) The bi-weekly payment shall be for the amount of time worked during the pay period.

(2) The bi-weekly payment shall be the amount computed by dividing the employee's yearly salary by the number of paydays in the year.

## XI. INSURANCE

**Health Insurance:** The district shall provide a group health insurance plan for eligible secretaries.

The Board shall 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 shall 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 secretary 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 shall 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 shall pay premiums toward dental insurance coverage for eligible bargaining unit 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 shall 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 shall suffer no loss of income for a period of no more than six (6) months. During the period of such absence, the employee shall 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 shall 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 shall 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 shall provide for a sixty (60) calendar day waiting period.

The Board shall 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.

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

## **XII. 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.

## **XIII. LONGEVITY PAY**

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

1. Twenty-cents (\$.20) per hour after ten (10) years of continuous service.
2. Thirty-cents (\$.30) 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 - SECRETARIES**

STEP	<u>Sec I</u>	<u>Sec II</u>	<u>Sec III</u>	<u>Sec IV</u>	<u>Sec V</u>
1	14.22	15.68	17.46	19.22	20.87
2	14.76	16.29	17.97	19.79	21.49
3	15.32	16.87	18.61	20.31	22.00
4	16.31	17.88	19.68	21.36	23.19