

**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

Effective July 1, 2016

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I. INTRODUCTION

The School District of Whitefish Bay's Confidential Staff Employment Provisions Handbook ("handbook") has been prepared for informational purposes only. It is not a contract. It is intended to provide confidential staff employees with information benefits, along with certain policies, procedures, rules and regulations.

None of the statements, policies, procedures, rules, or regulations contained herein constitutes a guarantee of any other rights or benefit, or a contract of employment, expressed or implied. All of the employees are employed "at-will," and employment is not for any definite period unless otherwise provided. Termination of employment may occur at any time, with or without notice, and with or without cause, at the option of the School District or the employee or as otherwise provided.

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 confidential staff 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.

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

Secretary to the Superintendent of Schools/District Administrator
Secretary for Human Resources
Supervisor for Payroll Services (Payroll/Benefits Supervisor)
Payroll/Benefits Specialist

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. INSURANCE

For all benefits, the Board may from time to time change the insurance carrier and plan design if it elects to do so.

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. Open enrollment for health insurance as required under ACA regulations occurs every spring.

Cash in Lieu of Health Insurance. There is one exception to the conditions stated above. If an employee has a legal 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 Section 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.

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.

Retirement. 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. Open enrollment for dental insurance as indicated in plan document occurs every spring.

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.

Vision Insurance. The Board will provide, on an optional basis, a voluntary Vision Insurance Program at either family or single coverage. The employee will be responsible for the entire cost (100%) of the premium. Open enrollment for vision insurance as indicated in plan document occurs every spring.

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

Group Life Term 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.

IV. RETIREMENT CONTRIBUTION

The School Board pays the employer portion of the 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.

V. 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.

VI. SICK LEAVE

Confidential employees are eligible for sick leave due to temporary disability, personal illness, or serious illness in the immediate family. When sick leave is used, the definition of immediate family includes legal spouse, children, mother, father, mother-in-law and father-in-law.

At the end of three (3) consecutive days of sick leave, certification of illness by a Health Care Provider may be required.

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 hired prior to July 1, 2011 shall receive compensation for unused accumulated sick leave up to and including 25 days at the time of retirement, computed on the basis of a normal full-time work day. This payment will be made at the employee's daily pay rate in effect on June 30, 2012.

VII. 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 school year.

Vacation time may not be taken the last two weeks of employment unless pre-approved.

VIII. HOLIDAYS

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

Independence Day (July 4)
Labor Day
Thanksgiving Day
Day following Thanksgiving
Christmas Eve (December 24)
Christmas Day (December 25)
New Year's Eve (December 31)
New Year's Day (January 1)

Good Friday (Spring Day)
Memorial Day

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.

IX. PERSONAL DAY & RELIGIOUS OBSERVANCE

Upon approval of the District Administrator, or his/her designee, a confidential staff employee will be allowed to be absent for personal reasons one (1) full day per year without loss of pay. Personal days may be taken in half (1/2) day increments.

Personal days are not to be used before or after vacation, holiday, recess, break, or sick leave day except in extreme emergencies. The request for a personal day must be received one week prior to the anticipated date except in extreme emergencies. Personal days may be taken consecutively; however may not be carried over to the next school year.

When a personal day is used, the day will be deducted from the confidential staff employee's sick leave balance.

To attend the funeral of non-immediate family members and/or friends, an employee should use available Personal Days and/or request unpaid time off.

Upon approval of the District Administrator, or his/her designee, any confidential staff employee desiring time off for personal religious observances may utilize a maximum of one (1) personal day and two (2) sick days per school year for such purpose. Days used for personal religious observances will be deducted from the confidential staff employee's personal day account followed, if necessary, from their sick leave account.

X. JURY DUTY

See Board Policy 532.31/542.31 Jury Duty/Court Appearances. 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.

XI. LEAVE OF ABSENCE

The School Board may grant, upon the recommendation of the District Administrator, a one-year leave of absence to a 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.

Reserve Military Duty. Any employee required to take periods of training for the purpose of retaining status as members in the organized units of enlisted reserve corps of the Army, Naval Reserve, Marine Corps Reserve, Coast Guard Reserve and National Guard, and who are ordered to active duty, may be granted leaves with pay for a period not in excess of 15 days annually upon submission of evidence of receipt of competent orders. Pay from the School Board for this period shall consist of the difference between the military base pay as determined from the employee's military record and the employee's normal pay.

Full Military Duty. Any employee who is inducted or who enlists in the Armed Forces or the Nurses' Corps of the Federal Government at a time when the United States is engaged in war, or who has enlisted in any of said services while a conscription law was in effect, is hereby granted a leave of absence during the period of such service, and thereupon Section 17.035 of the Statutes shall apply to all increments which have accrued during such period of absence.

XII. FUNERAL/BEREAVEMENT LEAVE

In accordance with School Board Policy 532.34, an employee shall be permitted a leave, not to exceed three (3) paid days, for attending a funeral when a death occurs to a member of the immediate family. For funeral/bereavement leave purposes immediate family will include legal spouse, children, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and grandchildren.

An additional two (2) paid days may be granted for travel to a funeral outside the Milwaukee metropolitan area, which shall be charged to regular sick leave.

Additional use of regular sick leave for deaths in the immediate family may be granted at the discretion of the District Administrator or his/her designee.

To attend the funeral of non-immediate family members and/or friends, an employee should use available Personal Days and/or request unpaid time off.

XIII. QUARANTINE

If a 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.

IV. EVALUATION

Confidential employees shall be evaluated annually by their immediate supervisor.

XV. DAYS AND HOURS

The hourly rate shall be calculated on the basis of 2,040 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.

True Time (Payroll Time & Attendance Module through Skyward). Federal and state laws require us to keep accurate records of hours worked by hourly (nonexempt) employees. You should clock in no more than seven minutes ahead of time and clock out no later than seven minutes after your shift ending time. Every hourly (nonexempt) employee is required to enter his or her hours worked accurately through the True Time system.

Do not complete payroll information for any other employee or request that they do so for you. Please be sure to indicate your days off. Any changes to your time card must be approved by your supervisor. Time cards are to be submitted through the True Time at the end of every workweek. A workweek is defined as the period beginning Sunday and ending Saturday.

Falsification of time records or recording time will result in discipline, up to and including termination of employment.

XVI. SCHOOL CLOSING

All confidential employees shall report to work in the event that schools are closed due to weather conditions unless the District Administrator or his/her designee determines that conditions are unsafe for employees to report to work. . Any confidential employee

who chooses not to report to work will have the option of using available vacation time, personal day, or taking a non-compensated day.

If a confidential staff employee is off on a leave of absence prior to the school closing, the leave of absence will take precedence over the school closing designation.

XVII. EMPLOYEE NOTIFICATION TO HUMAN RESOURCES

Change in Employee Information. It is the employee's responsibility to update information or notify the Human Resources Department and/or Business Office of changes that should be made to records to keep them accurate and up-to-date. Examples of changes that must be reported would be: name, address, telephone number, or emergency contact.

The Business Office should be notified if you have a change in marital status, number of exemptions for tax withholding, bank information for direct deposit or changes to insurance coverage including dependent information.

Employee Notification Responsibility. Any report of a Federal, State or municipal law, rule or regulation violation may only be used in making employment decisions if the violation is related to job or assigned activity. Employees shall notify the District's Human Resources Manager immediately upon an arrest, pending charges, or conviction situation change.

XVIII. LOST TIME DUE TO WORK RELATED INJURY

In relation to Board Policy 532.38 (Lost Time Due to Work Related Injury), if you are injured while working, witness an incident while working, or become ill from something in your work area, report it to Building Administrator or designee immediately - *even if no medical attention is required*. The incident should also be reported within 24 hours. Incident reports are used to document emergency or other abnormal situations on campus. These reports assist with the investigation of potential safety and/or health hazards and ensure that steps are taken to prevent any recurrence in the future.

Eligibility for worker's compensation can only be determined after an investigation of the circumstances surrounding a reported injury or illness. Failure to report the incident in a timely manner may result in a reduction or loss of worker's compensation benefits.

XIX. COMPENSATION

No pay increase shall be provided for employees on a plan of improvement.

Newly hired employees are not eligible for pay increase in initial fiscal year of employment (Fiscal year runs July 1 - June 30).