

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

**The Whitefish Bay School District**



**An Exceptional Place To Learn**

**SECRETARY  
EMPLOYMENT PROVISIONS HANDBOOK**

**Effective July 1, 2016**

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## I. INTRODUCTION

The School District of Whitefish Bay's Secretary Employment Provisions Handbook ("handbook") has been prepared for informational purposes only. It is not a contract. It is intended to provide secretaries with information about wages and 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 secretaries, 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 Human Resources Manager 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 Human Resources Office.

**Work Week:** The work week begins at 12:01 a.m. Sunday 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.

**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.

**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 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

All secretaries 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 secretary 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 secretary 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.

#### VI. LEAVES OF ABSENCE

**A. Jury Duty:** See Board Policy 532.31/542.31 Jury Duty/Court Appearances. 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/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.

### **C. Military Leave:**

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.

## **VII. PERSONAL DAY & RELIGIOUS OBSERVANCE**

Upon approval of the District Administrator, or his/her designee, a secretary 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.

Such a day will be granted on a first come, first serve basis with a cap of one secretary per building using any one day. 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 secretary'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 secretary 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 secretary's personal day account followed, if necessary, from their sick leave account.

### VIII. SICK LEAVE

**Benefit and Accumulation:** Employees are eligible for sick leave due to temporary disability, personal illness, or serious illness in the immediate family. Sick leave is granted each July 1 to full-time secretaries based on the table below.

Sick Leave for full-time employees			
	12-Month Work Schedule	11-Month Work Schedule	10-Month Work Schedule
Days of Sick Leave	12 days	11 days	10 days

However, in the first year of employment, sick leave is earned at the rate of one (1) day per month. Sick leave days are accumulated to a maximum of ninety (90) days. Part-time employees are eligible for sick leave on a pro-rated basis.

$$\text{Number of hours assigned to job on an annual basis} \times .0477 = \text{Sick Leave Hours}$$

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 three (3) consecutive days of sick leave, certification of illness by a Health Care Provider 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 Human Resources Manager.

When sick leave is used, the definition of immediate family includes legal spouse, children, mother, father, mother-in-law and father-in-law.

**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 Human Resources Manager 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 Human Resources Manager 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:** Employees hired prior to July 1, 2011 shall receive compensation for unused accumulated sick leave up to and including twenty-five (25) days at the time of retirement. 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. This payment will be made at the employee's hourly pay rate in effect on June 30, 2012.

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.

## **IX. HOLIDAYS**

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

1. Independence Day (July 4)
2. Labor Day
3. Thanksgiving Day
4. Day after Thanksgiving
5. Christmas Eve (December 24)
6. Christmas Day (December 25)
7. New Year's Eve (December 31)
8. New Year's Day (January 1)
9. Good Friday (Spring Day)
10. Memorial Day

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 Human Resources Manager 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.

## **X. 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. For employees hired prior to January 1, 2015, vacation is 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.

For employees hired after January 1, 2015, vacation is earned as follows:

Vacation eligibility for full-time employees			
Years of Service	12-Month Work Schedule	11-Month Work Schedule	10-Month Work Schedule
1 up to 4 years	10 days	8 days	5 days
5 up to 9 years	15 days	12 days	8 days
10 up to 14 years	20 days	15 days	10 days
15 + years (Grandfathered)	25 days	25 days	25 days

Vacation days are capped at twenty (20) upon completion of ten or more years of service after July 1, 2012. Employees that are currently eligible for twenty-five (25) days will retain that amount.

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.

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

**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.

## **XI. 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.

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

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

**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.

**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.

**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.

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.

### **XIII. RETIREMENT/SEVERANCE**

Employees who were employed by the District prior to July 1, 2001, and who retire at age fifty-seven (57) 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 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 whose employment with the District started after June 30, 2001, are eligible for this benefit after reaching age fifty-seven (57) 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 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 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 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 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 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, 2011 are not eligible for these benefits.

### **XIV. 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.

## **XV. 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.

## **XVI. LONGEVITY PAY**

Eligible employees, who met the criteria listed below prior to July 1, 2011, 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**

**SECRETARY BASE SALARY RANGE**

The following salary range shall be established beginning with the 2016-17 school year. The salary range may be adjusted/modified from time to time by the School Board at its sole discretion.

	<b>Minimum</b>	<b>Maximum</b>
<b>Sec I</b>	\$14.32	\$17.21
<b>Sec II</b>	\$15.78	\$18.85
<b>Sec III</b>	\$17.56	\$20.72
<b>Sec IV</b>	\$19.32	\$22.47
<b>Sec V</b>	\$20.97	\$24.37

At the time of hire, determination of hourly rate takes into consideration years of experience, education and professional development, other qualifications, and specific job assignment.

The secretaries' hourly rate may be adjusted annually for indexed allocations.

No pay increase shall be provided for employees on a plan of improvement. Employees whose individual hourly rate is at the maximum will not receive an increase.

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