

SOUTHERN LEHIGH SCHOOL DISTRICT

5775 Main Street Center Valley, Pennsylvania 18034

SALARY & BENEFIT POLICY FOR SECRETARIAL EMPLOYEES

2013-2016

TABLE OF CONTENTS

I.	Duration of Policy		
II.	Covered Classifications		
III.	Hours of Work		
	a. Overtime		
IV.	Complaint Procedure		
٧.	Seniority		
	a. Furloughs		
VI.	Wages/salaries		
VII.	Paid Time Off		
	a. Holidays		
	b. Vacation		
	c. Personal Days		
	d. Emergency Days		
	e. Sick Leave		
	f. Bereavement/Funeral Leave		
VIII.	Unpaid Time Off (Leaves of Absence)		
IX.	Insurance Benefits		
	a. Life Insurance		
	b. Health Insurance		
	c. Dental Insurance		
	d. Disability Insurance		
	e. Vision Care Program		
	f. Prescription Plan		
	g. Employee Contribution to Benefit Premiums		
Χ.	Severance Benefits		
XI.	Part-Time Employees		
XII.	Miscellaneous		
	a. Travel Reimbursement		
	b. Tax Sheltered Annuities		
	c. Savings Bond Deductions		
	d. Probationary Period		
	e. Training		
XIII.	Addendum		

I. DURATION OF POLICY

This Policy shall become effective on July 1, 2013 and remain in full force and effect through June 30, 2016.

II. COVERED CLASSIFICATIONS

Classifications covered by this Policy are:

Secretary
Athletic Office Secretary
High School Central Accounts Secretary
Student Services Secretary
Administrative Assistant

III. HOURS OF WORK

The payroll work week shall start at 12:00 am Sunday and continue until 11:59 pm Saturday.

12-month Secretaries and Administrative Assistants are assigned a 37.5 hour workweek. Each working day consists of a 7.5 hour workday, exclusive of an unpaid lunch, including (2) 10-minute breaks.

Athletic Office Secretaries will work 12 months per year, twenty (20) hours per week, with one (1) 10-minute break per day.

High School Central Accounts Secretaries will work 4 hours per day, up to 10 months per year with one (1) ten-minute break per day.

Student Services Secretaries will regularly work an 8 hour day, exclusive of an unpaid lunch, with (2) 10 minute breaks, for up to 10 months per year. Student Services Secretaries will work during the summer months by mutual arrangement as approved by the Building Administrator.

(a) Overtime

Approved hours worked in excess of forty (40) hours per week shall be paid at a rate of 1 ½ times the regular rate of pay. All hours worked greater than 37 ½ hours per week but equal to or less than 40 hours per week will be paid at the employee's regular hourly rate.

(b) Hours Limitation

At no time will any employee included as a party to this Policy be scheduled or allowed to accept multiple positions within the District such that their total hours per week would regularly exceed 40.

Staff included as a party to this Policy who are regularly scheduled to work 29 hours per week or less will at no time be scheduled or allowed to work another District position such that the total of hours per week exceeds 29, unless expressly approved in advance by the Board of School Directors.

IV. COMPLAINT PROCEDURE

Recognizing that reconciliation and disposition of complaints is in the best interests of the school children and the general public whom both employer and employees serve, all complaints which may arise out of the interpretation of the provisions of this policy shall be resolved as expeditiously as possible in accordance with the following procedure.

<u>Step 1.</u> Any employee initiating a complaint shall present the complaint to the appropriate Supervisor/Administrator within ten (10) workdays after the alleged occurrence. The Supervisor/Administrator shall provide the complainant with an answer within ten (10) working days of the submission.

Step 2. If the employee is not satisfied with the answer provided by the Supervisor/Administrator, the employee initiating a complaint shall present the complaint in writing to the Supervisor/Administrator, who shall reply to the complaint in writing to the employee within ten (10) workdays after receipt of the written complaint.

<u>Step 3.</u> If the complaint is not resolved by Step 2 to the satisfaction of the employee, the complaint may be referred to the Superintendent or to his/her designated representative within ten (10) workdays following the Supervisor/Administrator's reply. The Superintendent, or his/her designated representative, shall reply, in writing, to the employee with respect to the complaint within ten (10) workdays after the matter has been so referred.

The Superintendent or his/her designated representative must provide the employee an opportunity to present the complaint to the Superintendent if the employee requests it.

<u>Step 4.</u> If the complaint is not resolved by Step 3 to the satisfaction of the employee, the complaint may be referred to the Board of Education at its first regular meeting occurring ten (10) workdays or more after the Superintendent's reply. The Board of Education shall reply, in writing, to the employee within ten (10) workdays following the meeting during which the complaint has been referred.

All time periods above may be extended with both party's consent.

V. SENIORITY

Seniority shall be defined as the length of an employee's continuous service with the employer. Seniority shall be computed from the employee's most recent date of hire and shall not include temporary and/or substitute service.

Employees shall be granted seniority after a period of one hundred eighty (180) days. During this period, the employee's performance will be regularly assessed and evaluated. Should an employee be evaluated as unsatisfactory in terms of performance, attendance, or other measurement, immediate termination may occur.

All seniority rights shall be lost and an employee shall be deemed terminated if the employee:

- 1) Quits or resigns
- 2) Is discharged for just cause
- 3) Does not return to work after five (5) consecutive days notice of recall after a layoff
- 4) Is absent and working elsewhere during the absence
- 5) Is absent three (3) consecutive scheduled working days without the employer's expressed consent
- 6) Fails or refuses to return to work as required after termination of a leave of absence unless an extension of leave has been granted or a request to extend the leave is made no less than forty-eight (48) hours prior to expiration of said leave.

(a) Furloughs

Should a layoff or furlough be necessary, the Board will retain the employee with the most seniority, provided the employee has the ability to do the necessary work. The capability of the employee to do the necessary work will be determined by the Superintendent or his/her designated representative(s). Seniority shall be determined according to V. above.

VI. WAGES/SALARIES

Active employees covered by this policy who have worked thirty years in the District shall receive a one-time stipend of \$1000. The stipend shall be paid immediately after attaining the years of service as required.

Wage increases for existing 12-month Secretaries, Administrative Assistants and Student Services Secretaries shall be calculated as follows:

Effective 7/1/2013 – 2% (Individual)

Classifications covered by this policy will be not be paid while absent from work due to inclement weather. With Supervisory permission, hours missed up to the regularly scheduled level may be

made up at a later date.

12-month secretarial employees working less than 29 hours per week will receive increases proportional to their scheduled working hours.

Pay Scale for High School Central Accounts Secretary and Athletic Office Secretary

High School Central Accounts Secretary

\$18.70 per hour effective 7/1/2013

Athletic Office Secretary

\$17.49 per hour effective 7/1/2013

Pay Scale for substitute and temporary Secretaries:

\$14.96 per hour effective 7/1/2013

VII. PAID TIME OFF

Paid time off, with the exception of sick leave, especially those days requested before and after a holiday, must be pre-approved by Supervision via the employee portal.

Under no circumstances may an employee exceed 100% of regular pay while using accrued paid time off.

For purposes of this policy, an active employee is an employee who is not on an unpaid leave of absence, workers compensation, or disability.

(a) Holidays

All the holidays listed as school closings on the school calendar or as revised shall be considered paid holidays for active 12-month employees who regularly work 30 hours or more per week.

Any employee who is absent without leave or reasonable excuse, either on the workday before or the workday following a holiday will forfeit the holiday pay.

Any employee who is on an unpaid leave of absence, workers compensation, or disability leave will forfeit the holiday pay.

Active 12-month employees who regularly work less than 30 hours per will receive six (6) paid holidays:

Holiday	Date Observed 2013-2014	Date Observed 2014-2015	Date Observed 2015-2016
Fourth of July	July 4, 2013	July 4, 2013	July 3, 2013
Labor Day	September 2, 2013	September 1, 2014	September 7, 2015
Thanksgiving	November 28, 2013	November 27, 2014	November 26, 2015
Christmas Eve	December 24, 2013	December 24, 2014	December 24, 2015
Christmas Day	December 25, 2013	December 25, 2014	December 25, 2015
New Year's Day	January 1, 2014	January 1, 2015	January 1, 2016

Active 10-month employees who regularly work 30 hours per week or will receive six (6) paid holidays:

Holiday	Date Observed 2013-2014	Date Observed 2014-2015	Date Observed 2015-2016
Thanksgiving	November 28, 2013	November 27, 2014	November 26, 2015
Christmas Eve	December 24, 2013	December 24, 2014	December 24, 2015
Christmas Day	December 25, 2013	December 25, 2014	December 25, 2015
New Year's Eve	December 31, 2013	December 31, 2014	December 31, 2015
New Year's Day	January 1, 2014	January 1, 2015	January 1, 2016
Memorial Day	May 26, 2014	May 25, 2015	May 30, 2016

Active 10-month employees who regularly work less than 30 hours per will receive four (4) paid holidays:

Holiday	Date Observed 2013-2014	Date Observed 2014-2015	Date Observed 2015-2016
Thanksgiving	November 28, 2013	November 27, 2014	November 26, 2015
Christmas Eve	December 24, 2013	December 24, 2014	December 24, 2015
Christmas Day	December 25, 2013	December 25, 2014	December 25, 2015
New Year's Day	January 1, 2014	January 1, 2015	January 1, 2016

Employees who regularly work less than 30 hours per week shall be compensated for each holiday based upon the number of hours for which they are regularly scheduled to work each week divided by 5.

(b) Vacation

Active 12-month employees will be granted vacation for the fiscal year in which hired as follows:

Month of Hire	Vacation Days Granted for fiscal year in which hired
July/August	10 days
September/October	8 days
November/December	<mark>6 days</mark>
January/February	4 days
March/April	2 days
May/June	<mark>0 days</mark>

Employees are not eligible to take vacation for the first thirty (30) calendar days of employment.

At the beginning of each year (July 1st), the vacation granted to active 12-month employees for the fiscal year will be as follows:

Completed Fiscal Years of Service as of June 30th	Number of Vacation Days Granted July 1st
2 years or less	10 days
3 years	11 days
4 years	12 days
5 years	13 days
6 years	14 days
7 years	15 days
10 years	16 days
11 years	17 days
12 years	18 days
13 years	19 days
14 or more years	20 days

Employees shall be able to carry up to two (2) vacation days into the following year. Up to 2 days will be carried over automatically.

Vacation hours granted to employees shall be proportional to working hours.

Active employees who have at least 10 years of continuous seniority regularly working less than 30 hours per week in a position covered by this policy may be eligible, upon a status change to regularly working 30 hours per week or more, to gain credit for service hours worked for vacation purposes. The maximum credit given shall be for 5 days of vacation.

(c) Personal Days

Each active 12-month employee-and those working 30 hours per week or more on a regular basis shall receive two (2) personal leave days of absence without loss of pay during each school year. If unused, such days shall accumulate from year to year without limitation. No more than five (5) days may be taken in any Policy year. Requests for more than one (1) personal day must be submitted to the employee's supervisor via the employee portal at least 24 hours prior to the requested personal days. Personal days will be pro-rated for those hired after the start of the fiscal year.

Each active 10-month employee working less than 30 hours per week on a regular basis is entitled to one (1) personal leave day of absence without loss of pay during each school year. If unused, such days shall be cumulative from year to year. No more than five (5) days may be taken in any contract year. Requests for more than one (1) personal day are to be submitted to the employee's supervisor via the employee portal at least 24 hours prior to said personal days. The allotment of Personal time will be pro-rated for those hired after the start of the fiscal year.

Personal day hours shall be proportional to scheduled working hours.

(d) Emergency Days

Each active employee, during the course of the school year, may be eligible for up to two (2) emergency days of leave without loss of salary.

An emergency day is a day upon which some unforeseen happening occurs which calls for immediate actions such as, but not limited to, (a) immediate family illness requiring hospitalization or doctor's care, (b) accidents occurring either personally or within the immediate family, (c) fire, (d) flood or any other unforeseen happening which can be construed as an emergency. For purposes of (a) and (b) above, "immediate family" shall be defined as father, mother, husband, wife, son, daughter, or near relative who resides in the same household, or any person with whom the person has made his/her home.

As emergencies cannot be predicted prior to their occurrence, it shall be the responsibility of the employee making the request to forward the request for the emergency day's leave to the district superintendent via the employee portal within five (5) working days for approval, including an explanation of the circumstances surrounding the request.

Emergency days shall be proportional to working hours.

(e) Sick Leave Policy

Each 12-month shall receive 12 days per year of sick leave for either personal or family illness.

If unused these days will accumulate and may be used for personal illness in successive years.

Employees working 10 months per year or who are regularly scheduled to work 30 hours or more per week will be granted ten (10) sick days per year. If not used, these days will accumulate and may be used for personal illness in successive years.

Employees working 10 months per year who are regularly scheduled to work less than 30 hours per week will be granted 1 day for every 2 months of employment. If not used, these days will accumulate and may be used for personal illness in successive years.

For purposes of this section of the policy, family members shall be limited to: father, mother, husband, wife, son, daughter, or other person who resides in the same household as the employee.

Sick day hours shall be proportional to regularly scheduled working hours.

The employer may require a doctor's excuse at any time for sick leave absences.

On the third day of absence, an employee must contact the Human Resources Administrator by telephone at 610-282-3121 x5215 or leave him/her a message.

The use of five (5) consecutive sick leave days will automatically require submission of a doctor's excuse to return to work.

(f) Bereavement/Funeral Leave

Whenever an active employee regularly scheduled to work 30 hours or more per week shall be absent from duty to arrange, to attend, and/or to travel to funeral or memorial services for a member of the immediate family of said employee, there shall be no deduction in the salary of said employee for an absence not in excess of five (5) consecutive working days within a period of ten (10) days of the death. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandfather, grandmother, grandchild, near relative who resides in the same household, or any person with whom the employee was living at the time of death.

Whenever an active employee regularly scheduled to work 30 hours or more per week shall be absent from duty because of death of a near relative of said employee, there shall be no deduction in the salary of said employee for an absence not to exceed two (2) consecutive working days to arrange, to attend, and/or to travel to funeral or memorial services within a period of ten (10) days of the death. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother- in-law or sister-in-law.

Whenever an active employee regularly scheduled to work less than 30 hours per week shall be absent from duty to arrange, to attend, and/or to travel to funeral or memorial services

for a member of the immediate family of said employee, there shall be no deduction in the salary of said employee for an absence not in excess of two (2) consecutive working days within a period of ten (10) days of the death. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandfather, grandmother, grandchild, near relative who resides in the same household, or any person with whom the employee was living at the time of death.

Whenever an active employee regularly scheduled to work less than 30 hours per week shall be absent from duty because of death of a near relative of said employee, there shall be no deduction in the salary of said employee for an absence not to exceed one (1) working days to arrange, to attend, and/or to travel to funeral or memorial services within a period of ten (10) days of the death. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother- in-law or sister-in-law.

Employees may be required to provide documentation of these events for payroll purposes.

VIII. UNPAID TIME OFF

Childrearing Leave

The Employer shall grant unpaid Childrearing Leave to any employee regularly scheduled to work 30 hours per week or more in accordance with the provisions of the Equal Employment Opportunity Act of 1972 and the Civil Rights Act of 1964, as amended, and other applicable state and federal laws and/or regulations. A verifying physician's statement shall be required by the Employer and must be attached to the employee's written request for childrearing leave. The Employer, at its expense, will provide the employee on Childrearing Leave, subject to the approval and limitations of the insurance carriers, continued coverage of term life and medical insurance benefits through the end of the month during which childbearing disability ends.

The Employer shall grant unpaid Childrearing Leave to any employee for up to six (6) months. Childrearing Leave shall commence on the day following the end of the disability related to the pregnancy period or, in the case of adoption, on the day of adoption. The Employer will, subject to the approval and limitations of the carrier, maintain the employee on childrearing leave in the insurance groups for term life insurance and medical insurances provided that the employee remits to the Business Office the amount of the billing for the employee's coverage within thirty (30) days of receipt of said bill. Billing shall be sent quarterly to the employee. Failure to remit such payments in a timely fashion may result in loss of coverage. Vision care reimbursement provisions do not apply to leaves for Childrearing.

The employee shall notify the Superintendent, in writing, of their intention to return to work. In case of childbirth such notification must be submitted immediately upon release to return to work by the physician. In case of adoption the employee must notify the Superintendent, in writing, of their intention to return to work within sixty (60) days from the date of adoption.

IX. INSURANCE BENEFITS

All benefits under any category of insurance in this section will be paid according to the terms of the insurance contract in force at the time of the claim.

(a) Life Insurance

All employees regularly scheduled to work 25 hours per week or more, including the Student Services Secretary, shall be covered by a death benefit of \$50,000 with \$50,000 additional accidental death and dismemberment protection without cost to the employees.

If an employee is over age 70 on the effective date of his insurance, the amount of life insurance and the accidental death and dismemberment insurance for such employee shall be 50% of the amount for which he would otherwise be eligible in accordance with this schedule.

For an employee under age 70, the amount of life insurance and the accidental death and dismemberment insurance shall be reduced by 50% upon attainment of his 70th birthday.

(b) Health Insurance

Each employee regularly scheduled to work 30 hours per week or more shall be offered a benefit package including hospitalization, medical-surgical, major medical, dental, and prescription drug coverage, subject to the applicable employee premium contribution provision below. The employer may also offer a managed care Plan. Employees and their eligible dependents (as defined in the current plans) may be covered.

The major medical plan shall have unlimited coverage with a disappearing co-insurance provision at \$2,000, and a \$250/\$500 deductible.

Election of any change in dependent coverage shall be made in writing during the District's open enrollment period each year, or within thirty (30) days of any qualifying event.

At the Board's discretion, a managed care plan may replace the current indemnity program as the primary plan provided to the employees.

(c) Dental Insurance

The Employer shall offer a dental plan to employees regularly scheduled to work 30 hours perweek or more and their dependents.

(d) Disability Insurance

Employees regularly scheduled to work 25 hours per week or more who become sick and disabled, or who become disabled as a result of an accident during the term of this Policy shall, beginning with the thirty-first (31st) day of disability as defined in the insurance plan selected by the Employer or the cessation of accumulated sick leave, whichever occurs later, be entitled to the sum of sixty per cent (60%) of their regular monthly salary up

to a maximum of \$2,000 per month while totally disabled, with a maximum benefit period in accordance with the plan document.

The above coverage shall be subject to the limitations of the insurance policy chosen by the Board of Education.

(e) Vision Care Program

The Employer shall make available a vision care program, which provides coverage for active employees regularly scheduled to work 30 hours per week or more only (coverage does not extend to dependents). An employee may be reimbursed up to \$390.00 for the term of this Policy for an examination by a licensed vision care practitioner and/or a change of frames or lenses. Reimbursement shall be made subsequent to the submission to the Business Office of an itemized, paid receipt for the eligible expenses.

Once an employee has been reimbursed a total of \$390.00 for the costs of exams, glasses, and/or frames, the employee shall not be entitled to any additional reimbursement for such purchases for the balance of the term of this Policy.

In order to be reimbursed for vision care, all receipts must be turned in to the Business Office while actively employed by the District and no later than one year from the date of vision care.

(f) Prescription Plan

Employees participating in the medical plan shall be eligible to participate in the prescription drug program, which shall contain a \$30.00 brand name / \$5.00 generic point of service co-pay, and a \$60.00 brand name / \$10.00 generic mail order co-pay, for the period from July 1, 2013 through June 30, 2016.

(g) Employee Contribution To Benefit Premiums

For the period from July 1, 2013 through June 30, 2016, employees electing coverage shall be required to contribute toward that coverage on a monthly basis through payroll deduction as follows:

<u>Single coverage</u> <u>Dependent coverage</u>

\$<mark>16.00</mark> \$<mark>50.00</mark>

Deductions from payroll will be made the first two pays of each month. In a month with three (3) pays, no deduction will be made from the third pay of the month.

X. SEVERANCE BENEFITS

Upon retirement, active employees regularly scheduled to work more than 30 hours per week will

receive severance pay in the amount of \$30.00 per day for all unused sick leave subject to the following conditions:

- 1) Employee will have completed fifteen (15) years of service within the District.
- 2) Employee will have applied for and have been accepted by the Public School Employees' Retirement Board for payment of retirement allowance.

Payment of said severance pay will be made during the month of July following retirement, or no later than one month after the last day of employment, provided notice is given by April 1. If notice is given after April 1, payment will be made during the month of December of the same calendar year following retirement.

Payment shall be made as an employer contribution into a 403(b) tax-sheltered annuity account, in accordance with IRC Section 403(b)(3). This account shall be established by the eligible Employee from the list of plans available from the District, prior to the District contribution. Failure to establish an account will result in forfeiture of the benefit. All Employees who have accumulated less than one thousand (\$1,000.00) dollars will receive cash compensation, and all others will receive the benefit in the form of a non- elective employer contribution to the employee's 403(b) account.

Upon retirement active employees scheduled to work less than 30 hours per week will receive severance pay in the amount of \$10.00 per day for all unused sick leave subject to the following conditions:

- 1) Employee will have completed fifteen (15) years of service within the District.
- 2) Employee will have applied for and have been accepted by the Public School Employees' Retirement Board for payment of retirement allowance.

Payment of said severance pay will be made during the month of July following retirement, or no later than one month after the last day of employment, provided notice is given by April 1. If notice is given after April 1, payment will be made during the month of December of the same calendar year following retirement.

XII. MISCELLANEOUS

(a) Travel reimbursement

When an active employee is obliged to provide, at his/her own expense, an automobile other than for traveling to and from home and school in pursuance of assigned duties or to attend designated conventions, conferences, etc., such employee shall be reimbursed at the rate established by the IRS and in effect at the time of the travel.

(b) Tax sheltered annuities

The employer agrees to make payroll deductions for employees who desire and properly authorize such deductions for tax-sheltered annuities.

(c) Savings bond deductions

The employer agrees to make payroll deductions for employees who desire and properly authorize such deductions for the purchase of United States Savings Bonds.

(d) Probationary Period

All support staff employees working 30 hours or more per week shall serve a probationary period during which time their work performance and general suitability for employment including performance, attendance and conduct shall be evaluated in writing. The probationary period is completed following six calendar months of continuous service without a break in service. Time on leave is not considered service for the completion of the probationary period. Employees who are rehired following a break in service shall serve a new probationary period whether or not they previously completed a probationary period. Summer vacation shall not be considered as service time for purposes of this policy.

Support staff employees working less than 30 hours per week are subject to a probationary period of 1,000 working hours, with the same exclusions as above.

Probationary employees may be released at any time during the probationary period for failure to attain and maintain acceptable levels of performance, conduct, or attendance.

(e) Training

The Board will set aside a portion of the Superintendent's budget under his/her control for training for all classified employees. There will be a \$500 per-person limit annually. Reimbursement of payment will be limited to those activities characterized as training activities. Community college courses that are pre-approved by the Superintendent and directly applicable to the employee's current job responsibilities may be included.

XIII. ADDENDUM

Notwithstanding the intentions of the District and the Secretarial group to meet and discuss compensation arrangements for the three-year period beginning July 1, 2013, it must be openly stated, should budgetary concerns arise due to the effects of federal or state law or its provisions, that one or more of the preceding Sections may be reopened and action taken by the District in an effort to comply with this law.