



SOUTHERN LEHIGH SCHOOL DISTRICT

5775 Main Street
Center Valley, Pennsylvania 18034

INDEPENDENT SCHOOL EMPLOYEES GROUP SALARY & BENEFIT POLICY

2013-2016

INDEPENDENT SCHOOL EMPLOYEES GROUP SALARY & BENEFIT POLICY

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INDEPENDENT SCHOOL EMPLOYEES GROUP SALARY & BENEFIT POLICY

I. DURATION OF AGREEMENT

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

II. COVERED CLASSIFICATIONS

This Policy shall apply to the **Coordinator of Administrative Services, the Coordinator of Athletics, Coordinator of Food Services, the Coordinator of Network and Information Services** and to any other employees of the School District as may be hereafter designated by the Board of School Directors.

III. HOURS OF WORK

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

An Independent School Employees work week shall consist of 37.5 regular hours. Independent School Employees shall be considered to be “exempt” for purposes of the Federal Labor Standards Act and, as with any other **exempt** position, hours worked in excess of 37.5 per week will not be considered overtime or compensated as such. Independent School Employees shall not be entitled to reduced summer hours.

IV. COMPLAINT PROCEDURE

Recognizing that reconciliation and disposition of complaints is in the best interests of the School District, the employee, and the general public, 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.

Step 1. 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.

Step 3. 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) ten workdays following the Supervisor/Administrator’s reply. The Superintendent, or his 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.

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

Step 4. 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.

If the complaining employee's supervisor is the Superintendent, then "Superintendent or his/her designated representative" may be substituted for "Supervisor/Administrator in Steps 1 and 2, and Step 3 may be omitted.

All time periods above may be extended with both **parties'** consent.

V. SENIORITY

Salaried employees covered by this or any other Salary and Benefit Policy are not considered to possess seniority for purposes of furlough or reduction in force.

VI. WAGES/SALARIES

Independent School Employees group members who have worked thirty cumulative years in the District shall receive a one-time stipend of \$1000.00. The stipend shall be paid immediately after attaining the years of service required.

Salaries for Independent School Employees shall be set by the Board of School Directors annually, and may be adjusted by the Board at any time as necessary.

Independent School Employees who are new hires to the District shall receive one-twelfth (1/12) of a Salary Increase/Adjustment for each full calendar month worked between start date and the date of the first Salary Increase/Adjustment on July 1 following date of hire. If a new hire has not been evaluated for performance, such new hire shall be assigned an increase percentage meant to represent the average increase of all salaried employees for that year.

VII. PAID TIME OFF

Paid time off (excepting sick leave), especially those days requested before and after a holiday, must be pre-approved by Supervision. 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.

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a. Holidays

All the holidays listed as school closings on the school calendar or revisions thereof shall be considered holidays for active Independent School Employees.

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.

b. Vacation

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

All active Independent School Employees with at least one complete fiscal year of service will receive twenty (20) vacation days annually on July 1.

Newly hired Independent School Employees shall immediately receive ten days of vacation to be used from their date of hire to their first anniversary. Upon that first anniversary, they will be awarded vacation that will be proportionally equivalent to twenty days of vacation per year to be used for the period from their first anniversary date until the next July 1. On the following July 1, the employee will be awarded 20 days.

Existing District employees entering positions covered by this Policy shall not have their previous level of vacation reduced, nor will their annual vacation be compounded.

Employees are encouraged and expected to fully utilize vacation leave. However, circumstances may arise from time to time that prevent an employee from taking vacation leave in a timely fashion. Employees shall have the option of carrying not more than five (5) unused vacation days into the following school year, which must be utilized in the first quarter of the following year (on or before October 1).

The maximum number of granted but unused vacation days for any administrative employee shall be limited to not more than thirty (22) days at any given time.

Except with the prior recommendation of the Superintendent and approval by the Board, the maximum number of vacation days to be used by any Independent School Employee in any year (including any granted but unused vacation days from prior years) shall not exceed twenty-five (25) days, of which not more than twenty (20) days shall be used during any six (6) month period.

Independent School Employees shall secure approval from the appropriate Supervisor to schedule vacation days.

Independent School Employees may carry up to five vacation days into the following year. The carryover of up to five (5) unused vacation days will occur automatically.

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c. Personal Days

Active Independent School Employees 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 **fiscal** year. Requests for more than one (1) personal day must be submitted to the employee's supervisor at least 24 hours prior to the requested personal days. Personal days will be pro-rated for those hired after the start of the school year.

d. Emergency Days

Active Independent School Employees, 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. As emergencies cannot be predicted prior to their occurrence, it shall be the responsibility of the employee involved to forward the documentation for the emergency day's leave to the District Superintendent **via the employee portal** within five (5) school days, stating therein the reason **for the absence**.

For these purposes, "immediate family" shall be defined as follows: father, mother, husband, wife, son, daughter, near relative who resides in the same household, or any person with whom the person has made his/her home.

e. Sick Leave Policy

Active Independent School Employees **will be granted twelve (12) days of sick leave per year to be used for either personal or family illness. If not used these days will accumulate and may be used for personal illness in successive years.** Sick days will be pro-rated for those employees beginning employment during the school year. *For this purpose, family members shall be limited to: father, mother, husband, wife, son, daughter, or other person who resides in the same household as the employee.*

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.

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f. Bereavement / Funeral Leave

Whenever an active Independent School Employee shall be absent from duty because of a death in the immediate family of said employee, there shall be no deduction in the wages of said employee for an absence not in excess of five (5) consecutive workdays to arrange, to attend, and/or to travel to the funeral or memorial services 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 Independent School Employee 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) 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 (LEAVES OF ABSENCE)

Childrearing Leave

The Employer shall grant unpaid Childrearing Leave to any Independent School Employee 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. Vision care reimbursement provisions do not apply to leaves for Childrearing.

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Failure to remit such payments in a timely fashion may result in loss of coverage.

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 and other 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

Active Independent School Employees shall be covered by a death benefit of \$50,000 with \$50,000 additional accidental death and dismemberment protection without cost to the employee.

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

For each Independent School Employee covered by this Policy, the Employer shall offer a health benefit package including hospitalization, medical-surgical, major medical, dental, and prescription drug coverage, subject to the applicable co-payment provision below.

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. Payments shall be made through payroll deductions each month.

At the Board of School Director's discretion, a managed care plan may replace the current indemnity plan provided to the employees.

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c. Dental Insurance

The Employer shall offer a dental insurance plan to employees covered by this Policy and their dependents.

d. Disability Insurance

Independent School Employees 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 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 Reimbursement Program

The Employer shall make available a vision care program, which provides coverage for active Independent School Employees only (expenses for dependents are not covered). An active Independent School Employee may be reimbursed up to \$390.00 for the term of this Agreement 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 Independent School 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

The prescription drug program shall contain a \$30.00 brand name/\$5.00 generic copay for the period from July 1, 2013 through June 30, 2016. The mail-in copay shall be \$10.00 for generic drugs and \$60.00 for name-brand drugs.

g. Employee Contribution To Benefit Premiums

The cost per month to provide insurance coverage under IX.(b) above shall be as follows:

<u>Single coverage</u>	<u>Dependent coverage</u>
\$16.00	\$50.00

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X. SEVERANCE BENEFITS

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

- a. The employee will have completed fifteen (15) years of service within the District.
- b. Prior to April 1st of the year retirement shall become effective; the employee shall submit a letter of retirement.
- c. The employee shall have applied for and have been accepted by the Public School Employees' Retirement Board for payment of retirement allowance.

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.

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.

XI. 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 pursuant to 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. Tuition Reimbursement

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Eligibility

Coursework must be judged by the Superintendent and the School Board to be applicable to the **employee's** current job responsibilities, taken through a PDE-approved institution and be pre-approved by the Superintendent to be eligible for reimbursement.

Reimbursement shall be made following the submission of proof of completion of all coursework with a grade of "B" or better, and proof of tuition payment.

Tuition Refund Dollars and Penalties

Approved tuition reimbursement for **Independent School Employees** shall be provided up to the current Kutztown University rate per credit, or cost per credit, whichever is the lesser, with a limit of twelve (12) credits per school year.

Any **employee** who has received benefits under this section and who voluntarily leaves the District's employment without three (3) year's active service following the end of the course or courses shall be liable to repay all tuition benefits received for that course or courses taken in the preceding thirty-six (36) months. The Superintendent may consider the suspension of this section in cases involving extenuating circumstances. The Superintendent's decision is final and binding upon all parties and is not precedent-setting.

XIII. ADDENDUM

Notwithstanding the intentions of the District and the Independent School Employees Group to meet and discuss compensation arrangements for period beginning **July 1, 2013**, it must be openly stated, should budgetary concerns arise due to the effects of 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.