

## SECTION 11. BEREAVEMENT LEAVE

### 11.01 Bereavement/Funeral Leave for a Death in the Immediate Family

In the event of death in an employee's immediate family, the employee shall be allowed per occurrence up to 3 day(s) off work with pay (if the employee has sick leave available). Such days shall be deducted from the employee's accumulated sick leave or, if no sick leave is available, taken without pay. Immediate family includes the spouse, parents, domestic partner, children, brother, sister, grandchildren, grandparent, step-relatives of the same relationship as provided herein of the employee and his or her spouse.

### 11.02 Bereavement/Funeral Leave for a Death of an Individual Outside of the Immediate Family

Employees shall be granted up to 1 day with pay (if the employee has sick leave available) per occurrence to attend funerals of aunts, uncles, nieces, nephews, first cousins and other individuals residing in the employee's household. Such days shall be deducted from the employee's accumulated sick leave or, if no sick leave is available, taken without pay.

### 11.03 Additional Bereavement Leave

In extenuating circumstances, additional days may be granted by the District Administrator or his/her designee. Such additional days, at the option of the employee, shall be deducted from the employee's accumulated sick leave if the employee wants paid leave.

### 11.04 Bereavement Leave Increments

Bereavement leave may be allowed in increments of one half-hour.

## SECTION 12. PERSONAL LEAVE

### 12.01 Personal Days Provided

- A. Calendar Year Employees\*: Employees shall be entitled to up to 2 days of personal leave each employment year. Such days shall be deducted from the employee's accumulated sick leave.
  - B. School Year Employees: Employees shall be entitled to up to 2 days of personal leave each employment year. Such days shall be deducted from the employee's accumulated sick leave.
- \* Personal day benefit does not apply to employees covered under Part IV – Executive Support Staff.

### 12.02 Supplemental Personal Leave

An employee who has exceeded the maximum accumulation of sick days as defined in Part I, Section 9.03 and who is entitled to sick leave buy back (Part I, Section 9.04c) may request in writing to the District Administrator supplemental personal leave. If approved by the District Administrator, an employee may exchange four (4) unused sick days for one (1) personal day in lieu of the buyback option identified in Part I, Section 9.04c. Employees are required to use their current personal days prior to this request and these days may not be banked for future use. The intent of this provision is to provide additional flexibility to staff while not incurring an additional expense for the district.

### 12.03 Reasons for Personal Leave

Personal leave may be used for compelling personal obligations which cannot reasonably be conducted outside of the employee's workday.

### 12.04 Personal Leave Day Restrictions

Personal leave days shall not be used to extend a holiday, or school recess period. The personal leave day will not be granted during the first or last week of a semester, on a parent-teacher conference day or on an in-service day. Personal leave during these periods may be approved for personal business that cannot be rescheduled for a different time at the discretion of the District Administrator or his/her designee. In addition, personal leave shall not be used to attend Association membership meetings or legislative rallies, to engage in job actions such as picketing or demonstrating, or to participate in activities designed to embarrass or discredit the District.

### 15.03 Alternate-Benefit Plan [ABP] in Lieu of Health Insurance

Implementation of the Alternative Benefit Plan for eligible employees. Eligibility for, and payment toward coverage for individual employment groups are set forth in the applicable part of the *Handbook* covering such employees:

- A. Employees who choose the ABP option will be required to sign up by August 24 and commit to this change to be effective the following September 1.
- B. In order for this provision to remain in effect, a sufficient number of employees must opt out of their coverage so as not to cause an added expense for the District. Such determination of the additional expense is made by the District in its sole discretion.
- C. The Board may, at its discretion, discontinue the cash compensation in lieu of health insurance benefit by providing the participating employees with written notice of not less than sixty (60) days and an "open enrollment" opportunity to enroll in the group health insurance plan.
- D. Any employee who qualifies for participation in the District group health insurance plan may waive such participation and elect to receive cash compensation in lieu of the health insurance benefit. Where the District employs both spouses, one spouse will be eligible for participation in the ABP.
- E. Employees eligible for insurance may annually choose, consistent with the terms of the cafeteria plan in Section 15.01 between:
  - 1. Participation in the District's health plan, with the premium payment specified in the applicable part of the *Handbook* covering such employees, or
  - 2. A cash payment equal to the amount listed in the applicable part of the *Handbook* covering such employees.

F. Cash Compensation: The cash contribution dollar amount shall be equal to:

<b>ABP Annual Amount</b>
<b>\$3,500.00</b>

The amount of each additional cash contribution dollar amount shall be calculated by dividing the dollar amount stated above by the number of employee paychecks per year. Part-time employees who are employed at fifty percent (50%) or more of a full-time contract who select the cash compensation shall receive a pro-rated amount of the District's contribution based upon the part-time employee's percentage of full-time employment.

- G. The cash compensation amount shall be paid to the employee as additional taxable earnings which are not subject to Wisconsin Retirement System (WRS) contributions to the extent permitted by WRS rule or law, with the appropriate employee F.I.C.A., state and federal taxes deducted from the employee's payroll check.
- H. Where the employee chooses cash, the District shall facilitate the deferral of cash to a district approved tax-sheltered annuity (TSA) plan.

1. An employee electing taxable cash in lieu of health insurance is deemed to request the District to pay the cash to a TSA vendor unless the employee requests in writing to have the cash paid to the employee.
2. The District shall pay the cash to the TSA vendor on or about the normal payroll dates cash would have been paid. Amounts received as additional compensation, and deferred to a TSA vendor, shall be subject to all applicable payroll taxes, including FICA and Medicare.

Any employee whose TSA salary reduction amount exceeds the limitations of law is ineligible for additional deferrals to the TSA. The amount, which would have been contributed to the TSA except for the limitations of law, will be added to the employee's paycheck as taxable compensation subject to all applicable payroll taxes, including FICA and Medicare.

I. Beginning Eligibility Date for Alternative Benefit Plan Payments:

1. New Employees. Payments shall be based on the employee's eligibility date. For new employees, this constitutes the employee's first day of active service. Employees not electing health coverage must enroll in the cafeteria plan prior to the employee's first day of active service. Thereafter, an annual election must be made prior to the beginning of each cafeteria plan benefit year (January 1) However, the District will use the same rule for contributions as for health insurance payments; if the employee's first date of active service is after the 15th of the month, no ABP contributions is required in that month. If the employee's first date of active service is on the 1st through the 15th of the month, the District will contribute the payment.
2. Current Employees. Current employees changing to the ABP when permitted by applicable Internal Revenue Code section 125 "cafeteria plan" rules are only eligible to waive coverage for the health insurance and begin the ABP on the first payroll of any month. Absent a mid-year (January through December) cafeteria section 125 exception [such as an employee getting married, loss of spouse coverage, etc.], employees must make a written annual cafeteria plan election prior to each January 1 to permit the election of the cash option in the next cafeteria plan year. Once the employee is eligible to begin ABP status, contributions will begin in that month.

- shall cease at the end of the month the resignation or termination becomes effective.
2. If an employee resigns or is terminated who has completed the term of his/her contract, District coverage shall cease at the end of the month the resignation or termination becomes effective. If an employee resigns or is terminated who has completed the school year, his/her insurance benefits shall terminate as of August 31. However, if an administrator completes the terms of his/her contract, and if the last day of the contract is June 30, his/her insurance benefits shall terminate June 30<sup>th</sup>.

### **15.03 ~~Alternate Benefit Plan [ABP] in Lieu of Health Insurance~~**

~~Employees who qualify for health insurance and who choose not to participate in the District provided health insurance shall receive a payment of \$3,500 into a Tax Sheltered Annuity (TSA) account to be paid yearly, during the last pay period in June. Each employee affected will select a TSA from the eligible TSA companies in the district. Employees participating in this option must notify the District Office, in writing, on or before August 24<sup>th</sup> of each school year. Employees hired after August 24<sup>th</sup>, have ten (10) days from the date of signing the contract to make the above choice.~~

### **15.04 Liability Insurance**

The School Board shall carry liability insurance which provides coverage for the acts of employees performed in accordance with their duties and within their scope of employment. Employees shall be covered for liability in accordance with the terms of the District's liability insurance policy. Employees may inspect the District's liability insurance policy upon request.

### **15.05 Long-Term Disability**

The Board shall provide long-term disability insurance to eligible employees. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

#### **A. Eligibility:**

1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least 17.5 hours per week is eligible to participate in the District's long-term disability insurance. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration to, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than 17.5 hours per week are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.

#### **B. Commencement and Termination of Benefits.** Coverage will commence on the employee's first day of employment and continue for a full twelve (12) month period. The long-term disability insurance benefits described in this *Handbook* and on the individual contract terminate according to the following schedule:

1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.
2. If an employee resigns or is terminated who has completed the term of his/her contract, District coverage shall cease at the end of the month the resignation or termination becomes effective. However, if an administrator completes the terms of his/her contract, and if the last day of the contract is June 30, his/her long-term disability insurance benefits shall terminate June 30<sup>th</sup>.

#### **C. Premium Contributions:** The District shall pay 100% for long-term disability insurance. The benefits will be equal to 90% of the employee's monthly wages. Coverage shall begin after 60 consecutive calendar day of disability and continue until the employee is eligible to work or for 24 months or until employee reaches age 65.

### **15.06 COBRA Law Continuation of District Health Plan Participation**

The District, pursuant to the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and state law, offers employees the opportunity to remain on the District's health, dental and vision insurance plan at the group rate in certain instances where coverage under the plan would otherwise end.

- #### **A. Qualifying Events:** An employee, employee's spouse and an employee's dependent children (if any) covered by and participating in the District's health insurance plan (medical, dental, and vision), may qualify for continuation coverage if District-sponsored coverage is lost due to the occurrence of any of the following qualifying events:

## SECTION 7. WAGE COMPENSATION AND EXPENSES

### 7.01 Wage Schedule

[Part III - Appendix 7.01, Wage Schedule](#), shall be attached hereto.

### 7.02 New Employee Wage Schedule Placement

- A. New employee placement – New employees shall be placed on the wage schedule at the discretion of the District.
- B. Novice pay is the starting hourly rate. Novice pay rates are determined by the District in consultation with each supervisor and may be adjusted to reflect the employment market. After six months of employment and a performance evaluation by the immediate supervisor indicating knowledge of tasks, training opportunities, and performance satisfaction, a recommendation can be made for a raise to base pay, using the Staff Compensation Plan Adjustment Form ([Appendix Part III-7.03A](#)).

### 7.03 Support Staff Wage Adjustments

- A. Eligibility Requirements - Performance Increment: An employee may apply for the Performance Increment or a supervisor may request the increment for an employee by completing the Support Staff Compensation Plan Adjustment Form ([Appendix Part III-7.03A](#)) and submitting it along with a copy of the most recent employee evaluation. All adjustments are determined for the ensuing year. Adjustments in increment are in addition to annually negotiated increases in salary. An employee may be eligible for a performance increment of \$.25/ hour one time every four years.
- B. Eligibility Requirements - Service Increment: An employee is eligible for the service increment when the anniversary year of the employee's date of hire will be divisible by 5. [For example, the eligible employee who was hired between January 1 - December 31 of 2004 would earn the service increment for payment beginning July 1 2009, having recorded five years of service since the anniversary year of his hire indicates his cumulative service to the District is divisible by 5.] The District records dates of hire for all employees. In the event of intervening employment, the last date of hire will be used to determine a service increment of \$.25 / hour.
- C. Eligibility Requirements - Skill Increment: Employees request approval for enrollment in training from their supervisor using form [Appendix Part III – 7.03C](#). Successful completion of 120-150 hours of additional approved training will qualify the employee for a pay increment for the ensuing year. The remuneration will be an additional \$.25/hour. Documentation of additional training and/or skill development must be submitted to the immediate supervisor for any employee applying for compensation adjustment at the Skill Increment Level ([Appendix Part III-7.03A](#)). The training must be useful in performing tasks within the current position of employment. Training acquired on the job can be certified by the supervisor as augmented performance to qualify for additional compensation. Supervisors will pre-approve any additional training that will be applied for compensation adjustment. Once an employee has submitted a Compensation Adjustment Form, the employee will be informed of the status of the application within two weeks of the submittal date.
- D. Employees are only eligible for one of the above wage adjustments (7.03A, B, C) per school year.
- E. Appeals: An employee may appeal a decision of a supervisor/administrator regarding the application within two weeks of having been informed of the application not having been approved. The employee then has two weeks to file a letter of appeal with the person at the next decision level (principal, district administrator, or personnel committee of the Board of Education) requesting a meeting for reconsideration of the decision, and a decision will be