

SCHOOL DISTRICT OF WAUKESHA

NON-UNIT PERSONNEL

EMPLOYMENT PROVISIONS

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ARTICLE I

The School Board reserves all rights not normally delegated to non-unit personnel. Nothing herein shall be construed to limit the Board in the exercise of its management rights. The rights of the Board include, but are not limited to, the following:

- a. To direct all operations of the District;
- b. To establish reasonable work rules and schedules of work;
- c. To delegate authority at its discretion. Unless specifically reserved by the Board, all day-to-day authority for operating the District shall be delegated to the Superintendent of Schools;
- d. To hire, promote, transfer, schedule and assign employees in positions within the District;
- e. To suspend, demote, discharge and take other disciplinary action against employees;
- f. To relieve employees from their duties because of lack of work or any other legitimate reasons;
- g. To maintain efficiency of District operations;
- h. To take whatever action is necessary to comply with state or federal laws;
- i. To introduce new or improved methods or facilities;
- j. To change existing methods or facilities;
- k. To determine the kinds and amounts of services to be performed as pertains to District operations; and the number and kind of classifications to perform such services;
- l. To contract out for goods or services;
- m. To take whatever action is necessary to carry out the functions of the District in situations of emergency.

**ARTICLE II
GENERAL PROVISIONS AND DEFINITIONS**

- 2.01 Non-unit personnel shall be responsible to implement and administer the policies and programs of the Board of Education, subject to the direction of the Superintendent of Schools. The Superintendent may consider recommendations of non-unit personnel in developing recommendations and proposals to be submitted to the Board of Education.
- 2.02 Non-unit personnel include:
- Manager of Library/Media Services
 - Controller
 - Maintenance and Custodial Management Personnel
 - Executive and Administrative Assistants
 - Kitchen Managers
 - Nurses
 - Payroll Supervisor
 - District Accountant
 - Technology Information support managers, specialists, technicians, and analysts
- 2.03 The non-unit personnel employment provisions are subject to annual review and, when deemed appropriate, may be revised, amended, or terminated. Normally, any benefit revisions, amendments, or terminations shall be adopted by the School Board prior to the beginning of each fiscal year [July 1]. Individuals who choose to participate in the program prior to benefit revisions, amendments, or terminations being made shall receive payments and benefits under the program in effect at the time of the Board's approval of their retirement request.

**ARTICLE III
PAYROLL**

- 3.01 The total salary shall be paid in twenty-six (26) equal installments.
- 3.02 The following voluntary payroll deductions will be made upon properly signed authorization:
- a. Waukesha United Way Fund spread equally over five (5) months with ten (10) deductions beginning with the January 1st check.
 - b. Any district approved tax sheltered annuity. Authorization shall be submitted to the Payroll office.
 - c. Group Life Insurance: Group life insurance shall be 2.0 times annual salary.
 - d. U.S. Savings Bonds: Forms available through Payroll Office.

**ARTICLE IV
TEMPORARY ABSENCE**

- 4.01 Personal Illness: Non-unit personnel will be credited with twelve (12) days of sick leave at the beginning of each school year or the first day back following a leave of absence. Employees beginning after the start of the school year will receive prorated sick leave. Unused sick leave is cumulative up to a total of one hundred sixty (160) days.
- 4.02 Civil Needs: Non-unit personnel shall be allowed time off, without loss of pay or sick leave, when performing jury duty, when subpoenaed to appear before a public body, commission or court (unless named the defendant and is convicted). Any pay received for service performed while so absent must be endorsed over to the Waukesha School Board up to an amount equal to payments from the Board.
- 4.03 Funeral Leave: Annually, up to three (3) days of leave may be granted for a death in the immediate family of an employee. Immediate family is described as husband, wife, children, parents, brothers and sisters of non-unit employees or their spouse. This leave shall be deducted from the employee's sick leave. If no sick leave is available, it shall be without pay.
- 4.04 Other Cases:
- a. Two (2) days of the annual sick leave days may be used for personal business and/or funerals of other than persons in the immediate family. Such absence is to be approved by the Superintendent, or designee, in advance.
 - b. Absence for other reasons may be arranged for with the Superintendent and will not ordinarily be with pay.
 - c. The Superintendent, or appropriate administrator, may approve absence with pay for committee work or attendance at conferences which the administration deems are beneficial to the educational process.
- 4.05 The Board may grant extended leaves of absence, without pay, for a period of up to two (2) years to a non-unit employee who has completed more than three (3) years of employment in the District. Requests for such leaves shall be applied for, in writing, stating the starting and ending dates for the leave and the purpose of the leave.
- 4.06 Family and medical leave will be approved consistent with state and federal FMLA laws.
- 4.07 Non-unit personnel whose personal illness extends beyond the period compensated for will be granted a leave of absence, without pay, for a period of one (1) year, renewable for such time as is necessary for complete recovery from such illness. Upon return from such leave, non-unit personnel will be assigned to a substantially equivalent position as available. Notice of fitness and intent to return shall be given so as to allow adequate time to arrange an appropriate vacancy.

ARTICLE V

INSURANCE

- 5.01 Health, dental, and disability insurance benefits provided for non-unit personnel shall be on the same basis as that provided for the administrative staff. Part-time employees benefits will be prorated. Future health insurance benefits will be determined through formal approval by the Board of Education.

Effective February 1, 2010 employees are enrolled in the carrier of district choice.

Beginning February 1, 2011 employees participating in the health insurance coverage and having met the requirements for the Wellness Plan participation shall contribute five percent (5%) per month of the applicable health insurance premium. If the employee has not met the requirements for participation in the Wellness Plan the premium share shall be ten percent (10%).

- 5.02 Option Plan: In lieu of health insurance, non-unit employees may participate in the District's Option Plan that includes a tax sheltered annuity. The total available for each employee that opts for this plan shall be \$399.70. For non-unit employees hired into their current positions after January 1, 2011, when the Non-Unit employee is eligible to be covered by the District's health insurance plan through another person employed by the School District of Waukesha, the non-unit employee(s) shall not access the Option Plan in lieu of health insurance.

ARTICLE VI WELLNESS PROGRAM

- 6.01 Employees are required to participate in a wellness program consistent with District norms. Employees are able to submit a waiver to request out of the wellness requirement.

ARTICLE VII PERSONAL INJURY AND LIABILITY BENEFITS AND PROTECTION

- 7.01 Whenever non-unit personnel are absent from school as a result of personal injury caused by an assault, occurring in the course of employment, they will be paid full salary for the period of such absence, and no part of such absence will be charged to annual sick leave. Any benefits received under Workmen's Compensation Act will be turned over to the CFO/Director of Business Services. At such time as non-unit personnel are eligible for long-term disability payments, that program shall be invoked and the Board's obligation to make payments under this section shall terminate.

ARTICLE VIII PHYSICAL EXAMINATIONS

- 8.01 All new non-unit personnel shall have a TB test and physical. These shall be paid for by the Board if done as directed by the administration.

**ARTICLE IX
AUTOMOBILE ALLOWANCE**

- 9.01 Automobile allowance paid by the School District of Waukesha will normally include in-district and out-of-district mileage that is incurred as part of an assignment for non-unit personnel. Mileage expenses for conferences, workshops, in-services and curriculum study are excluded from the regular transportation reimbursement account. Compensation for mileage reimbursement shall be handled in the same manner as defined in 9.02.
- 9.02 Non-unit personnel who are assigned to one building and find it necessary to leave their building for the purpose of conducting school business, may request reimbursement for their mileage based on the current approved rate. The record of mileage must be turned in to the Assistant Superintendent for Human Resources on prepared district forms for which compensation will be made.

**ARTICLE X
EMPLOYMENT YEAR**

- 10.01 Non-unit personnel salary and benefit year will begin on July 1 and end on June 30 of each year.
- 10.02 Non-unit personnel have a 120 day probationary period beginning with the first day of employment.

**ARTICLE XI
RETIREMENT**

- 11.01 Non-unit personnel (who retire at age fifty-five (55) or older) may carry the group health insurance by paying the premium to the carrier.
- 11.02 Non-unit personnel who are retired and are over sixty-five (65) years of age may remain in the school health insurance group by paying the Medicare carve-out rate. This implies that they must carry the supplementary Medicare plan.
- 11.03 If a retiree and spouse are on the school health insurance, the surviving spouse may remain in the plan if they desire and make the payments as provided in 11.01/11.02 above.
- 11.04 For employees hired after September 1, 2003 (who retire at age fifty-five (55) or older) with twenty (20) or more years in the district, the board paid coverage shall remain in effect for a maximum of three (3) years. An additional two (2) years of the same coverage shall be paid by the board fixed at the same rate as in the third (3rd) year of retirement (delayed usage is not allowed). If there are additional amounts due, the retiree will pay that amount directly to the carrier/district. Additional months of insurance may be purchased after the fifth (5th) year using the value of accumulated sick leave in excess of ninety (90) days to a maximum of one-hundred sixty (160) days. The value of the unused sick days will be at the rate of the employee's daily contractual rate at retirement.

For employees hired after September 1, 1993, but before September 1, 2003 (who retire at age fifty-five (55) or older) with twelve (12) or more years in the district, the board paid coverage shall remain in effect for a maximum of three (3) years. With sixteen (16) or more years in the district, the board paid coverage shall remain in effect for a maximum of four (4) years. With twenty (20) or more years in the district, the board paid coverage shall remain in effect for a maximum of five (5) years. Years four (4) and five (5) shall be paid by the board fixed at the same rate as in the third (3rd) year of retirement. If there are additional amounts due, the retiree will pay that amount directly to the carrier/district (delayed usage is not allowed). Additional months of insurance may be purchased after the fifth (5th) year using the value of accumulated sick leave in excess of ninety (90) days to a maximum of one-hundred sixty (160) days. The value of the unused sick days will be at the rate of the employee's daily contractual rate at retirement.

For employees hired before September 1, 1993 (who retire at age fifty-five (55) or older) with ten (10) or more years in the district, the board paid coverage shall remain in effect for a maximum of three (3) years. An additional two (2) years of the same coverage shall be paid by the board fixed at the same rate as in the third (3rd) year of retirement (delayed usage is not allowed). If there are additional amounts due, the retiree will pay that amount directly to the carrier/district. Additional months of insurance may be purchased after the fifth (5th) year using the value of accumulated sick leave in excess of ninety (90) days to a maximum of one-hundred sixty (160) days. The value of the unused sick days will be at the rate of the employee's daily contractual rate at retirement.

For employees hired after February 9, 2011: Payments under the retirement provisions shall not exceed \$75,000 for each employee. Notwithstanding any other provision of this agreement, the Board's contribution towards health insurance or any other repayment shall cease once this cap is reached.

11.05 Terminal bonus will be the same as that granted under the teacher contract.

11.06 Group Life Insurance for retirees as follows:

From 65th birthday until 66th birthday-75% of full benefit
From 66th birthday until 67th birthday-50% of full benefit
From 67th birthday and thereafter-25% of full benefit

- a. Employees retiring prior to age sixty-five (65) with less than fifteen (15) years of service shall have life insurance terminated at date of retirement.
- b. Employees retiring prior to age sixty-five (65) with fifteen (15) or more years of service are entitled to up to three (3) years of life insurance paid by the District. Employees may continue to pay premiums after such three (3) years to age sixty-five (65). At age sixty-five (65), the District will pay premiums until death.
- c. Employees retiring at sixty-five (65) or older with less than fifteen (15) years of service may continue by paying their own premiums.
- d. Employees retiring at sixty-five (65) or older with fifteen (15) or more years of service will be continued with the board paying the premium.

**ARTICLE XII
VACATION SCHEDULE**

12.01 The school year for non-unit personnel is a fifty-two (52) week schedule less the vacation listed.

12.02 Vacation Schedule: Initial vacation will be determined at the time of employment. Vacation will be pro-rated forward from anniversary date through June when the employee has reached the next vacation threshold.

- 1-5 years of employment - 2 weeks paid vacation
- 6-10 years of employment - 3 weeks paid vacation
- 11-15 years of employment - 4 weeks paid vacation
- 15 + years of employment - 5 weeks paid vacation

Vacations shall run from July 1 to June 30. Employees are expected to use up the vacation within the year as practicable. Non-unit employees may request this vacation carryover to the next year. Ten (10) month employees do not receive any paid vacation. The District will limit the amount of vacation allowed for carryover each year to an amount no larger than 50% of the non-unit employee's annual allocation of vacation for that given year.

Vacation will be prorated for non-unit employees when their date of retirement occurs on a date other than July 1.

12.03 Holidays - 10 days:

- | | |
|---------------------|---------------------------|
| 1. New Year's Day | 6. Thanksgiving Day |
| 2. Good Friday | 7. Day after Thanksgiving |
| 3. Memorial Day | 8. Day before Christmas |
| 4. Independence Day | 9. Christmas |
| 5. Labor Day | 10. Day before New Year's |

(Ten (10) month employees will be eligible for three (3) holidays. Memorial Day, Labor Day, and Thanksgiving.)

If any of the above named holidays fall on a Saturday or Sunday, a different day will be designated as the holiday.

**ARTICLE XIII
SALARY**

13.01 Salary considerations will be determined on an individual basis following annual evaluations.

ARTICLE XIV
FRINGE BENEFITS

- 14.01 Retirement: The Board shall pay up to 6.5% of the non-unit employees' salaries to the Wisconsin State Teachers' Retirement system.
- 14.02 Liability Insurance: The Board shall continue to carry a liability policy for non-unit employees.
- 14.03 Non-unit personnel may be reimbursed for professional development coursework (actual cost not to exceed the credit cost charged by UWM for the term in which the course was taken). This course work may be either graduate or undergraduate up to a maximum of fifteen (15) credits every five (5) years. All courses are subject to approval, in advance, and evidence of credits shall be submitted to the Superintendent or designee.

Non-unit personnel will need to repay the District in those situations per a plan as follows:

- Employee will reimburse the District 100% of the monies paid if they resign within one year from date of reimbursement.
- Employee will reimburse the District 50% of the monies paid if they resign within two years from date of reimbursement.
- Employee will reimburse the District 25% of the monies paid if they resign within three years from date of reimbursement.