

BALDWIN-WHITEHALL SCHOOL DISTRICT

CONFIDENTIAL ADMINISTRATIVE ASSISTANTS



COMPENSATION/BENEFIT POLICY

JULY 1, 2016 through JUNE 30, 2021

BOARD APPROVED: NOVEMBER 9, 2016

BALDWIN-WHITEHALL SCHOOL DISTRICT

CONFIDENTIAL ADMINISTRATIVE ASSISTANTS

Compensation/Benefit Policy

I. DURATION OF POLICY

The term of this Policy shall be effective July 1, 2016 through June 30, 2021, unless otherwise modified by the Board of School Directors.

II. APPLICATION

This Policy shall apply to all confidential employees who are assigned to work in the School District Administration Office.

III. WORK YEAR AND WORK DAY

A. Work Year

The normal work year for confidential employees shall be twelve (12) months.

B. Work Day

Confidential employees shall work eight (8) hours per day exclusive of unpaid, one-half (1/2) hour, duty-free lunch period.

C. Overtime

1. Overtime Defined

Overtime hours shall be defined as any hours compensated in excess of forty (40) hours within a seven-day work week. Leaves of absence for sick, personal, vacation, holiday, bereavement and legal reasons do not count as hours worked for computation of overtime.

2. Payment:

A confidential employee shall be paid at one and one-half (1-1/2) times the regular hourly rate for the position for all hours compensated in excess of forty (40) during the seven-day work week as defined.

3. Overtime Approved

The employee's supervisor shall approve all overtime prior to the employee working.

IV. **PAID LEAVES OF ABSENCE**

A. Sick Leave

1. Entitlement

Whenever a permanent confidential employee is prevented by illness from following his/her occupation, the school district shall pay to said employee for each day of absence the full salary to which the employee may be entitled as if said employee were actually engaged in the performance of duty for a period of twelve (12) days per year.

2. Cumulative Sick Leave.

Any such sick leave shall be cumulative from year to year and may be used in whole or in part in any school year as needed.

3. Extended Sick Leave

After an employee's accumulated sick leave is exhausted in any school year and five (5) additional consecutive work days of absence elapse because of sickness or accident for which no pay is received and the absence continues for same illness or accident, the Employer will extend sick leave pay for an additional twenty-five (25) consecutive working days. For any subsequent events, where an employee exhausts paid sick leave and ten (10) additional consecutive work days of absence elapse because of sickness or accident for which no pay is received and the absence continues for same illness or accident the Employer will extend sick leave pay for an additional twenty (20) consecutive working days. The Employer may require the employee to provide timely certification from his/her health care provider as to the matters related to eligibility for commencement, continuance and return from leave. An employee shall not qualify for extended sick leave until the completion of three (3) years of service with the District.

B. Personal Leave

1. Entitlement

Each confidential employee shall be granted three (3) non-cumulative personal leave days per year.

2. Notification/Limitation

The Supervisor must be given forty-eight (48) hours notice of such absence, unless it is of an emergency nature for which the employee provides an acceptable explanation.

3. Reasons for Use.

Personal leave will be granted for personal, legal, business, household or family matters which require absence during the employee's work day.

4. Unused Leave

Unused personal leave days shall be added to employee's accumulated sick leave at the end of each school term.

5. Consecutive Use

A maximum of two (2) personal days leave may be used consecutively in any one school year. Exceptions may be granted by the Superintendent for emergency conditions or circumstances beyond the control of the employee. The decision of the Superintendent shall be final on all such requests.

6. Sick Leave Conversion

During any school year, an employee may convert not more than three (3) sick leave days to be used as personal leave days. Such days shall be used only for the purpose of personal or family emergencies.

C. Bereavement Leave

1. Immediate Family.

Whenever an employee is absent from work because of a death in the immediate family of said employee, there shall be no deduction in the salary of said employee for an absence from the day of the death to the morning of the second day following the funeral for those days on which work was available. Such absence shall not exceed five (5) consecutive work days. Immediate family shall include father, mother, spouse, child, brother, sister, parent-in-law, grandchild, near relative who resides in the employee's household, or any person with whom the employee has made his home.

2. Near Relative.

Whenever an employee is absent from work because of a death of a near relative, there shall be no deduction in salary of said employee for an absence not to exceed three consecutive work days including the day of the funeral. Near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son in law, daughter in law, brother in law, or sister in law.

3. Delayed Use.

With the approval of the Superintendent, the employee may delay taking allotted bereavement days if the funeral or memorial service will not occur during the normal bereavement period after the death.

D. Vacation Leave

1. Entitlement

Only permanent confidential employees shall be entitled to vacation according to the following schedule based upon the employee's district seniority.

New Employees

Ten (10) Days: during the first fiscal year of service (prorated)

Fifteen (15) Days: from the beginning of the second (2nd) fiscal year through the end of the fifth (5th) fiscal year.

Twenty (20) Days: at the beginning of the sixth (6th) fiscal year

Grandfathered Benefit: Employees hired as of July 1, 2015 are credited with 20 vacation days as of July 1 each year.

2. Vacation at Employment Severance.

Upon resignation, retirement, discharge, or death of an employee, all vacation time to which the employee is entitled shall be granted to the employee or the employee's estate at the time of separation from the District. Vacation entitlement under this paragraph shall be pro-rated based on the employee's seniority and number of months which has been worked since the previous July 1; i.e., an employee who has seventy-two (72) months of service and retires as of December 31 would be entitled to one week of vacation.

3. Paid Holidays

Paid holidays as designated in Section F of this Policy which occur during an employee's vacation period will not be charged against the employee's vacation entitlement.

4. Use of Vacation

Vacation time which is earned by the employee each year must be used during the time period from July 1 of the year in which it is earned through June 30 of the following year. New employees to the District shall be required to work 6 months prior to use of vacation leave. An employee may receive compensation for a maximum of five (5) unused vacation days per year at his/her daily rate. Any additional vacation days not used will be added to the employee's accumulated sick leave at the end of each school term. Vacation time will not accrue from year to year.

5. Scheduling

Employees should provide as much notice as reasonably possible of scheduled vacation dates, and at least two (2) week notice in every case. The vacation dates selected will be subject to the approval of the Superintendent

of Schools. Employees are eligible to utilize a maximum of 5 consecutive vacation days during the school year, provided coverage of responsibilities can be provided. Denial of vacation leave, complete with detailed reason for denial, will be given to the employee in written format (including e-mail).

E. Holiday Leave

1. Entitlement

Full time Employees (12 months) shall be entitled to the following holidays without reduction in salary:

New Year's Day
Presidents' Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas (Christmas Eve)
Christmas Day
Day after Christmas
Day before New Year's Day (New Year's Eve)

2. Holiday on Weekend

If the holiday falls on a Saturday, the employee will have the preceding Friday off. If the holiday falls on a Sunday, the employee will have the following Monday off.

3. Work on a Holiday

If an employee is required by their supervisor to work on a holiday, than that employee will be given a floating holiday, scheduled with their supervisor's prior approval.

4. Compensation

An employee who is entitled to paid holidays shall receive compensation in an amount equal to his/her regularly scheduled daily hours times his/her hourly rate.

V. UNPAID LEAVES OF ABSENCE

A. Eligibility/Duration

Regular permanent confidential employees who have been employed by the

District for at least one (1) year may request an unpaid leave of absence. Unpaid leaves of absence under this section may be granted upon recommendation by the Superintendent and at the discretion of the Board of School Directors. Employees, upon request, may be granted a leave of absence without pay for a period not to exceed the end of the school year (June 30th). No extensions for an unpaid leave of absence under the provisions of this section shall be granted except that an employee may request an extension of not more than six (6) months (December 31st) for the purposes of child care, child rearing, or disability.

B. Compensation and Benefits

The period of leave shall be without compensation. Fringe benefits may be continued by the employee, as applicable, during the period of the leave as set forth in Article VII, Section K, "Continuance of Benefits," of this Policy. Sick leave and other rights and benefits shall not accrue during the period of personal leave. Upon return from leave, the employee shall retain sick leave and other rights and benefits which had accrued prior to the leave.

C. Re-employment

The employee, upon return from unpaid leave, shall be assigned to the same position held before the leave, or to an equivalent position with regard to pay and skill.

D. Notification

At least sixty (60) days in advance of the requested commencement date, the employee shall submit written notification to the Superintendent stating the commencement date and the anticipated return date of the leave. Written notification to return from leave likewise shall be submitted to the Superintendent at least sixty (60) days in advance of the anticipated return date. Failure to give the required notification of intention to return shall constitute resignation from employment. If the specific circumstances have made it impossible for the employee to have anticipated the need for and/or duration of the leave, strict adherence to the notification time limits shall be waived to the extent required in such circumstances. The employee shall notify his/her immediate supervisor of any modification in the anticipated duration of the leave.

E. Unpaid Emergency Leave of Absence.

An employee may be granted a short term leave of absence without pay for emergency reasons or to attend events which must be scheduled when the employee is scheduled to work. Such requests shall be submitted in writing to the Superintendent of Schools or his/her designee at least one week prior to the date

of the leave of absence. For emergency reasons, this notification requirement may be waived. The decision of the Superintendent shall be final on such requests submitted under the provisions of this Section.

VI. FAMILY AND MEDICAL LEAVE

Confidential employees shall be entitled to Family and Medical Leaves of Absence in accordance with the provisions of School District Policy 335.

VII. BENEFITS

A. Benefit Option Plan

1. Time Period

For the period beginning on July 1, 2016 and continuing through the life of this Policy, the Employer shall provide a medical insurance benefit option plan (hereinafter referred to as “Benefit Option Plan”) as set forth in this section.

2. Medical Insurance Options

The Employer shall provide to the employees such medical insurance options under the Benefit Option Plan in accordance with the terms and conditions as set forth below:

- a. The Allegheny County Schools Health Insurance Consortium managed care plans (hereinafter referred to as “managed care plans”) in effect on July 1, 2011 shall be offered. Additional, modified, and/or alternative managed care plans may be offered during the term of this Policy as the same become available through the Insurance Consortium.
- b. The Employer also may offer such other managed care plan options as it deems feasible; e.g., HMO plans, POS plans, PPO plans, and EPO plans. These may be in addition to those offered by the Insurance Consortium.

3. Eligible Permanent Employees

All full-time permanent confidential employees as defined in this Policy shall be eligible to enroll in one of the medical insurance options and to receive a monthly payment by the Employer toward costs of said insurance subject to the provisions set forth in Paragraph 5 of this section:

Dual Coverage

In the event that both spouses are employees of the District, only one such employee shall be entitled to subscribe under the Benefit Option Plan.

4. Selection of Plans

a. Period of Selection

Each participating employee shall select a medical insurance plan during the enrollment period as set forth by the Employer. The length of the period of the enrollment shall be determined by the Employer in conjunction with the insurance provider(s).

b. Types of Coverage

The participating employee shall select the type of coverage which may be required by the insurance provider: e.g., individual, spousal, parent and child, parent and children, or family. Such levels of coverage shall be determined by the insurance provider(s).

c. Change of Coverage

For the purpose of this benefit, the employee shall select the type of benefit plan coverage and provide notification to the proper department no later than the fifth day of the preceding month for benefit plan coverage on the first day of the following month. Notification of changes in the employee's family status shall be reported to the proper department no later than the fifth of the month for changes effective on the first day of the following month.

5. Premium Payments

a. District Payments

For the period of July 1, 2016 through June 30, 2017, the Employer shall pay toward the cost of the managed care plan selected by the employee an amount not to exceed the monthly premium established for the Allegheny County Schools Health Insurance Preferred Provider Organization (PPO) Plan. Beginning on July 1, 2017, for all eligible employees, the Employer shall pay an amount not to exceed the monthly premiums for Community Blue Flex EPO Plan (or AIU replacement plan if applicable) offered through the AIU Insurance Consortium. At their option, eligible employees may elect coverage under the Community Blue Flex PPO by paying the full amount of the difference between the premium costs for the Community Blue Flex EPO and the Community Blue Flex PPO.

b. Employee Payments

Each employee who elects a medical insurance plan shall pay to the District, through payroll deduction the following:

2016-2017: two percent (2%) of base pay towards the cost of the premium of the selected plan

2017-2021: school years—each employee who elects a medical insurance plan shall pay to the District through payroll deduction the following amounts for the lowest cost plan available:

Salary Range	Percent of Premium
0 to \$50,000	5%
\$50,001 to \$60,000	6%
\$60,001 or more	7%

B. Dental Insurance

1. Time Period

For the period beginning on July 1, 2016 and continuing through the term of this Policy, the Employer shall provide a dental insurance benefit plan as set forth in this Section.

2. Eligible Full-time Permanent Confidential Employees

All full-time permanent confidential employees in compensable status shall be eligible to enroll in the dental insurance program with the monthly premiums paid by the Employer of said insurance subject to the provisions hereinafter set forth:

a. Types of Coverage

Each employee shall select either individual or family type coverage.

b. Change of Coverage

For the purpose of this benefit, the employee shall select the type of benefit plan coverage and provide notification to the proper department no later than the fifth day of the preceding month for benefit plan coverage on the first day of the following month. Notification of changes in the employee's family status shall be reported to the proper department no later than the fifth of the month for changes effective on the first day of the following month.

c. Dual Coverage

In the event that both spouses are employees of the district, only one such employee shall be entitled to subscribe under this plan.

3. Plan Provider and Coverage.

For such dental insurance coverage, the Employer shall have the sole responsibility for selection of the carrier(s) and the establishment of the program coverages. The employees shall be provided information prior to any change of carriers or program coverages. All coverages under the dental

insurance program shall be made in accordance with the regulations of the insurance provider.

C. Vision Insurance

1. Time Period

For the period beginning on July 1, 2016 and continuing through the term of this Policy, the Employer shall provide a vision insurance benefit plan as set forth in this Section.

2. Eligible Full-time Permanent Confidential Employees

All full-time permanent confidential employees in compensable status shall be eligible to enroll in the vision insurance program with the monthly premiums paid by the Employer for said insurance subject to the provisions hereinafter set forth:

a. Types of Coverage

Each employee shall select either individual or family type coverage.

b. Chance of Coverage

For the purpose of this benefit, the employee shall select the type of benefit plan coverage and provide notification to the proper department no later than the fifth day of the preceding month for benefit plan coverage on the first day of the following month. Notification of changes in the employee's family status shall be reported to the proper department no later than the fifth of the month for changes effective on the first day of the following month.

c. Dual Coverage

In the event that both spouses are employees of the district, only one such employee shall be entitled to subscribe under this plan.

3. Plan Provider and Coverages.

For such vision insurance coverage, the Employer shall have the sole responsibility for selection of the carrier and the establishment of the program coverages. The employees shall be provided information prior to any change of carriers or program coverages. All coverages under the vision insurance plan shall be made in accordance with the regulations of the insurance provider.

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D. Health Insurance Waiver

Effective beginning July 1, 2016, a full-time permanent confidential employee may waive the benefits provided in this section and will instead receive on a prorated basis, a sum equal to the schedule below:

Type of Coverage	Medical	Dental	Vision	Total/Month	Total/Annual
Single	\$131	\$9	\$2	\$142	\$1,704
Parent and Child	\$292	\$32	\$4	\$328	\$3,936
Parent and Children	\$322	\$32	\$4	\$358	\$4,296
Spousal	\$355	\$32	\$4	\$391	\$4,692
Family	\$369	\$32	\$4	\$405	\$4,860

This sum, to be paid in lieu of the benefits of sections A, B, and C of this article, shall be paid in the last paycheck in June of each year and shall be prorated if for less than 12 months. For part-time employees, the sum shall be prorated based on the proportion of the normal work day for which the employee is employed.

If an employee's spouse is eligible for insurance coverage through the school district, the spouse shall only be entitled to coverage through one partner and shall not be eligible for the waiver set forth above. Coverage will be provided through the partner whose birthday is closest to, but not before, January 1. In the event that the partner whose birthday is closest to January 1 is on an approved leave of absence resulting in the cessation of District paid health insurance benefits due to a life event as defined in the following paragraph, the District paid health insurance coverage will be assumed by the employed spouse during said approved leave of absence.

Employees who waive the benefits of this section may rejoin the plan, effective with the beginning of the following month for life event reasons, such as the death, lay-off, discharge, or other loss of benefits by a person on whom the employee was relying for benefits, marriage, birth or adoption of a child, or where a divorce or separation is shown to cause the cessation of benefits to the employee. Any employee may change his/her coverage selections during the annual open enrollment period with such change becoming effective on the following July 1.

E. Life Insurance

1. Coverage for Permanent Employees

Beginning on July 1, 2016, and continuing throughout the term of this Policy, the Employer shall provide to each permanent employee a group term life

insurance policy in the face amount of one hundred thousand dollars (\$100,000).

2. Purchase Options.

Eligible employees may also, at their own expense through payroll deductions, purchase additional life insurance in blocks of ten thousand dollars (\$10,000) of life insurance at the school district's premium rates. This provision is subject to the regulations established by the insurance carrier.

F. Section 125 Plans.

The Employer shall establish a premium conversion plan in accordance with the provisions of Section 125 of the Internal Revenue Code. Employees may voluntarily participate in dependent care assistance and healthcare reimbursement accounts in accordance with the provisions of Section 125 of the Internal Revenue Code.

G. Liability Insurance

The Employer shall pay the premiums in effect to provide employees with liability insurance for covered acts and occurrences in connection with the employees' district employment in the amount of one million dollars (\$1,000,000.00), together with a ten million dollar (\$10,000,000.00) umbrella with a deductible of one thousand dollars (\$1,000.00) for each loss.

H. Mileage

Employees, who must, due to the manner of their assignments, use private means of transportation to accomplish his/her duties, will be reimbursed for the travel at the rate as established by the Internal Revenue Service. Such rate will be come effective on January 1 of each year.

I. Educational Expenses

1. Eligibility

Regular permanent employees will be eligible to receive reimbursement for each approved educational credit. Beginning July 1 of each year, a maximum of six (6) credits will be reimbursed in any one school year at the rate of two hundred and fifty dollars (\$250.00) per credit. The reimbursement shall not exceed the actual payment made for tuition for such course.

2. Approval

The employee shall submit a request for approval prior to beginning any course. Any course for which the employee requests reimbursement

must be related to the employee's present job in the District.

3. Reimbursement Eligibility

In order to be eligible for reimbursement, the employee must pass the course with the equivalent of a "B" grade or better. If a course is non-graded, a "pass" will be considered equivalent to a grade of "B" or better. It shall be the employee's responsibility to provide the necessary grade reports and other documentation in order to be eligible for reimbursement.

4. Tuition Payment

Reimbursement for course credit will not be provided if the actual tuition payment is not made by the employee. Course credits obtained through scholarships, federal programs, or any other means for which actual tuition is not made by the employee cannot be claimed for reimbursement under this benefit.

5. Separation from the District

When an employee, who has received tuition reimbursement leaves the District for other employment, the individual will reimburse the District for reimbursements as follows. 100% of the total payment made during the previous 24 months and an additional 75% of any payments made within the previous 25 to 36 months. If an employee leaves after three full fiscal years, there will be no obligation to reimburse the District.

J. Retirement Allowance.

An employee who retires after attaining twenty (20) years of service in the Pennsylvania Public School Employees Retirement System (PSERS) and a 10 year minimum service to the Baldwin-Whitehall School District shall be entitled to receive, as additional compensation payable at the time of retirement, an amount computed by multiplying the number of such employee's unused accumulated sick leave days up to a maximum of one hundred and thirty (130) days by one hundred dollars (\$100) per day.

K. Continuance of Benefits

Employees who are on unpaid leaves of absence or those who have retired and are receiving benefits from the Public School Employees Retirement System (PSERS) may continue the benefits at the group rate for medical, dental, and vision coverages offered under the District's program by delivering the premiums for the above plan to the proper department on or before the tenth of the month preceding the month the premium is due. If the premium has not been received by the above stated deadline, that in itself will be proof that the employee chooses to withdraw from the plan. This benefit does not apply to

employees who have retired before July 1, 1977.

VIII. MISCELLANEOUS PROVISIONS

A. Payroll Deductions

The Employer shall provide payroll deductions for employee for the following programs:

1. Medical Insurance
2. Additional Life Insurance
3. IRS Section 125 Plans
4. Tax Sheltered Annuities, as selected by the Employer
5. Credit Union

B. Workers Compensation

The Employer shall have the right to exercise its rights under the provisions of the Pennsylvania Workers' Compensation Act as amended by posting a list of preferred physicians to treat employees covered by this Policy for non-emergency work-related injuries. The employee shall be required to visit one of the physicians so designated and shall continue to visit the same or another designated physician for a period of ninety (90) days from the date of the first visit. Subsequent treatment may be provided by a physician of the employee's own choice. Any employee who, following the termination of the ninety (90) day period, is provided treatment from a physician who is not one of the designated physicians shall notify the Employer within five (5) days of the first visit to said physician.

C. Evaluation

Each confidential employee shall be evaluated annually by his/her Supervisor, in consultation with the Superintendent. Any confidential employee who receives an unsatisfactory evaluation shall not receive a salary increase until rated satisfactory.

D. Compensation Schedules and Placement.

1. Compensation Schedules. The hourly rates for confidential employees covered by this policy are set forth in Appendix "A" for the years 2016-2021.
2. Categories. Confidential employees hired prior to June 30, 2009 shall be classified as Category I. All confidential employees hired on or after July 1, 2009 shall be considered Category II.

3. Placement on Schedules. Where applicable, employees are placed on the appropriate step of the compensation schedule according to their district seniority unless otherwise provided. The steps of the compensation schedule are defined as follows:
 - a. Probation
An employee shall be paid at the probation rate from the first day when the employee is hired by the Board of School Directors as a probationary employee for a period of time not to exceed ninety (90) days.
 - b. Step 1
A regular employee shall be at Step 1 of the Compensation Schedule for the first day following the completion of the probation period through June 30 of the school year in which the employee is hired. An employee shall remain on Step 1 for a period of time not less than six (6) months and not longer than eighteen (18) months. If the employee has an effective seniority date from July 1 through December 31, the employee shall remain on Step 1 for a period of time of not less than six (6) months. If the employee has a seniority date from January 1 through June 30, the employee shall remain on Step 1 through June 30 in the school year following when he/she was employed for a period of time not to exceed eighteen (18) months.
 - c. Step 2
A regular permanent employee shall be paid at Step 2 of the Compensation Schedule beginning July 1 of the year in which the employee has been employed for at least six (6) months.
 - d. Step 3
A regular permanent employee shall be paid at Step 3 of the Compensation Schedule beginning July 1 of the year in which the employee for at least sixty (60) months or more.

APPENDIX “A”
 COMPENSATION SCHEDULE:
 CONFIDENTIAL EMPLOYEES

POSITION	2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2021
Category I:					
Probation					
Step 1					
Step 2					
Step 3	\$28.11	\$28.95	\$29.82	\$30.72	\$31.63
Category II:					
Probation	\$18.54	\$19.10	\$19.66	\$20.26	\$20.87
Step 1	\$19.57	\$20.16	\$20.76	\$21.38	\$22.02
Step 2	\$22.15	\$22.81	\$23.49	\$24.20	\$24.92
Step 3	\$24.10	\$24.83	\$25.57	\$26.33	\$27.13