

### WARREN COUNTY SCHOOL DISTRICT

ENTRAL ADMINISTRATIVE OFFICES 589 HOSPITAL DRIVE, SUITE A WARREN PA 16365-4885

BRANDON L. HUFNAGEL
SUPERINTENDENT

RE: Administrative Support Group Compensation Plan

Dear Mrs. Huck:

This will serve to confirm the results of our recent discussions over the terms of the Compensation Plan for the Administrative Support Group from July 1, 2012 until June 30, 2013.

Effective July 1, 2012, the terms of the Compensation Plan for 2010-2011 will apply with the modifications described below:

- A. Members of the Administrative Support Group will receive a salary increase over the course of 2012-2013, to be paid as follows:
  - On the 1<sup>st</sup> pay of 2012-2013, employees will receive a .875% increase to base rate.
  - On the 7<sup>th</sup> pay, employees will receive a 1.75% increase to base rate.
  - On the 14<sup>th</sup> pay, employees will receive a 2.625% increase to base rate.
  - On the 19<sup>th</sup> pay, employees will receive a 3.5% increase to base rate.
- B. Changes the WCSD negotiated with the Warren County Education Association with respect to the employee contribution required of professional employees for health insurance will apply to the Administrative Support Group.
- C. This negotiated partial salary freeze allows administrative support employees to reach the pay rate originally planned for the 11-12 school year. Administrative support employees took a full pay freeze in the 11-12 school year. This agreement provides for an overall average increase in compensation of approximately 1.75% for the 12-13 school year with all concessions, including medical, considered.

Very truly yours,

Arthur Stewart, Board President

# 1228565.v1

## WARREN COUNTY SCHOOL DISTRICT ADMINISTRATIVE SUPPORT STAFF

#### Summary of Benefits and Working Conditions

#### **PREAMBLE**

This summary of benefits and working conditions sets forth the general policy of the District for dealing with those employees who, because of their confidential, technical, supervisory or managerial status, have been excluded from the bargaining unit represented by the Warren County Educational Support Personnel Association and who are not included in the Act 93 Administrative group. Employees should understand that this document is a summary. More detail may be contained in the formal policies approved by the Board. In the event of any conflict between this summary and the actual Policy, the Policy will control.

The terms and conditions of employment set forth in this summary are effective July 1, 2010 and shall remain in effect until June 30, 2011.

#### I. <u>EMPLOYMENT CONDITIONS.</u>

#### 1.01 Adjustment Period.

Because of the sensitive and sometimes complex nature of the positions in this group, the first six months of employment are regarded as an orientation and adjustment period for any new employee in any of these positions. This provides employees an opportunity to begin work and decide if they are satisfied with the position and suited for the work. It also provides an opportunity for the Administration to determine if the employee is able to perform the duties and responsibilities of the job in an acceptable manner. If, at any time during the adjustment period, the employee does not meet expectations, he/she may be offered transfer to a

different job or his/her employment may be terminated without advance notice. If further evaluation of the employee's suitability is required, the adjustment period may be extended.

#### 1.02 Changes in Classification.

The nature of this group of employees is such that vacancies are rather infrequent and movement from one position to another is less frequent. However, when a vacancy occurs, notice of the vacancy will be posted on the employee bulletin board in each building. Interested members of the administrative support staff may notify the Personnel office in writing that they wish to be considered for the position. Selection of the successful applicant will be made on the basis of the relative qualifications, skill level, ability, and demonstrated performance of all applicants. Every effort is made to select the candidate who is best suited for the position. For that reason, members of the administrative support staff cannot be given preferential treatment just because they are already employed in the District. If an employee is selected for transfer, he/she will be given an opportunity to perform in the new position. If his/her performance is unsatisfactory at any time within the first ninety (90) workdays, the District may remove him/her from the position. He/she will be placed in a vacancy in his/her former department if one exists for which he/she is qualified. If no vacancy exists, the employee will be placed on lay-off until one occurs for which he/she is qualified.

#### 1.03 Transfers to the Bargaining Unit.

On occasion, employees may request to be transferred to a bargaining unit position or one of the positions covered by this summary may be transferred to the bargaining unit by Agreement. Both possibilities have been addressed in the Agreement which provides:

A. If a position is transferred to the bargaining unit by unit clarification or by action initiated by the Board, the incumbent employee shall remain assigned to the position, shall

retain his/her rate of pay and benefits and shall be credited with all service time for purposes of bargaining unit and department seniority.

B. If a confidential or technical employee elects to apply for a bargaining unit position, he/she shall receive pay and benefits under the contract governing the bargaining unit and shall retain all service time for benefit entitlement and calculation purposes. For purposes of comparative bargaining unit or departmental seniority, he/she shall be credited only with previously accrued bargaining unit and departmental seniority and shall receive no credit for time outside the bargaining unit.

#### II. SALARIES, HOURS AND OVERTIME.

#### 2.01 Salaries.

The established and approved salary schedule for all positions is established by the Board and may be changed or reviewed from time to time.

#### 2.02 Hours of Work.

Each employees' hours are set and remain in effect for the fiscal year unless a bona fide reason for a change in hours arises. If that occurs, affected employees will be given notice as far in advance as is reasonably practical in the circumstances.

#### 2.03 Overtime.

For those positions which are eligible for overtime payment, payment is made at the employee's hourly rate for hours beyond the normal schedule but less than forty (40) per week and at one and one-half times the employee's hourly rate for hours in excess of forty (40) per week.

#### III. <u>TIME OFF WITH PAY</u>.

#### 3.01 Vacations.

A. As of July 1 of each year, the employee is entitled to take vacation with pay pursuant to the following schedule:

**Completed Fiscal Years** 

# of ServiceVacationLess than 1 YearOne half day for each month worked as of July 1, to a maximum of 5 days1 through 1215 Days13 through 2920 Days30 or more25 Days

- B. Vacation may be taken in increments of full days or half days.
- C. Vacations may be scheduled by each employee with the approval of his/her immediate supervisor. Ordinarily, requests should be made five (5) working days prior to the anticipated commencement of vacation.
- D. Upon retirement or resignation from the District, the employee shall be paid for all vacation days credited to his/her account plus the days accrued to date in the current fiscal year.
- E. An employee discharged for cause shall be paid for vacation days credited to his/her account but not for accrued days.

#### 3.02 Holidays.

A. Employees are granted the same Holidays as are recognized for Class A employees in the support staff negotiated Agreement. Holidays currently recognized are:

New Year's Day Good Friday Memorial Day July 3 July 4
July 5
Labor Day
Thanksgiving Day
Day After Thanksgiving
First Day of Antlered Deer Season
Day Before Christmas
Christmas Day
Day After Christmas

- B. If a holiday set forth above occurs on a Saturday or a Sunday, the day off will be in accordance with the State's observance, or if not observed by the State, holidays falling on a Saturday shall be observed on Friday and holidays falling on a Sunday shall be observed on Monday.
- C. If a scheduled holiday is observed during an employee's vacation, such employee shall be entitled to an additional vacation day. If a scheduled holiday is observed on an employee's day off, he shall be paid for said holiday.

#### 3.03 Sick Leave.

- A. Each employee shall be granted an annual allowance of twelve days of sick leave (one day per month) for use in the event of personal illness or injury which prevents the employee from working. Sick leave may be accumulated indefinitely.
- B. An employee may use up to five (5) days of his/her sick leave in any one year to tend to the needs of a sick member of the employee's immediate family. For this purpose, immediate family shall be defined as the employee's children, spouse or parents residing in the same household at the time of illness. An employee also may be eligible for additional benefits for leave to care for a close relative under the District's FMLA policy. The terms of the policy will control entitlements that may be available.

C. Employees in this group are eligible to participate in the sick leave bank established pursuant to the negotiated agreement for the Educational Support Personnel.

#### 3.04 Personal Leave.

Employees are entitled to two (2) days of personal leave each fiscal year.

Personal days should be scheduled in the same manner as vacation except where emergency circumstances prevent advance approval. No more than two (2) personal days may be taken consecutively except with the advance written approval of the Director of Personnel Services and the employee's immediate supervisor. Unused personal days may be accumulated to a maximum of five (5) days. Any additional unused personal days will be treated as accumulated sick leave.

#### 3.05 Bereavement Leave.

An employee shall be paid for up to five (5) consecutive calendar days at any one time for absence from work because of the death of his father, mother, brother, sister, child, spouse, parent-in-law, grandparent, grandchild, step-parent or foster parent with whom the employee has made his home. Said five (5) day period shall begin on the date of death of such relative or the date of the funeral. An employee shall also be paid for absence from work on the day of the funeral because of the death of any near relative. A near relative is defined as first cousin, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

#### 3.06 Jury Duty.

Whenever an employee is summoned for jury duty or witness duty, he or she shall be entitled to a leave of absence for time lost and shall be granted any difference between the amount of daily compensation to which he/she is entitled as a juror or witness and the amount of his/her daily compensation as an employee. The employee must provide proof of such service and the amount of pay received for such service to be eligible for this payment.

#### 3.07 Military Reserve.

Any employee who is a member of a Military Reserve or National Guard unit and who is required to participate in annual active duty for training shall be granted a leave of absence for the period of required training and shall be paid the difference between the military pay received and the employee's regular pay for such period up to a maximum of two (2) weeks per year. Proof of military service and of the amount of pay received therefor, must be provided to be eligible for this payment.

#### IV. UNPAID LEAVES OF ABSENCE.

Employees may request a Leave of Absence in any of the following circumstances by submitting a written request for leave to the Personnel office. The request should be submitted as far in advance as possible to minimize the disruptive effect of the leave on the operation of the District. Ordinarily, the leave will be unpaid and the employee will be entitled to continue his/her benefits only at his/her own expense. In those cases covered by the Family and Medical Leave Act (which may run concurrently with Extended Medical Leave or Child Rearing Leave), the District's contribution to benefits is continued for a period of three months (12 weeks) at District expense.

Employees who return from family and medical, child-rearing, and extended medical leave within twelve (12) weeks will be returned to the same or equivalent position he/she held before the leave began. Upon return from unpaid leave that is longer than twelve (12) weeks, the employee will be returned to a position equivalent to the position he/she held prior to the leave. If no equivalent position exists, the employee will be permitted to displace a less senior employee in a position for which he/she is qualified. Any employee who is unable to return to active status in this manner will be placed on lay-off.

#### 4.01 Extended Medical Leave.

An employee who is unable to work because of a medical condition or an injury (whether the cause is job—related, pregnancy-related or otherwise) and who has exhausted all cumulative sick leave available, shall be granted a leave of absence without pay for a period not to exceed one (1) year. The District shall continue its contribution to the employee's hospital, medical, life and dental insurance benefits for the first three months (12 weeks) of such leave as required by the Family and Medical Leave Act and shall permit the employee to continue said insurance for the balance of the leave at his/her own expense by arranging to pay the premiums to the District quarterly in advance of the due date.

#### 4.02 Personal Leave.

An employee may be allowed to take up to fifteen (15) days unpaid leave per work year at the discretion of the Board. The grant or denial of any request shall be based on the reason for the request and the needs of the District at the time the request is made. The grant or denial of any request at any time will not serve as a precedent for future requests.

#### 4.03 Child-Rearing Leave.

- A. A child-rearing leave of absence of up to twelve (12) months shall be granted to all employees. The employee shall notify the Superintendent within ninety (90) days after the pregnancy has been determined by the physician. Such leave shall begin immediately following the birth when the employee would otherwise be expected to return to work. The employee shall give notice to the Superintendent at least fifteen (15) days prior to the starting date of said leave.
- B. An employee shall be eligible for a child-rearing leave for the purpose of adopting an infant child. The time of commencement of such leave shall be determined as the

date of de-facto custody of said child or such date as is required to fulfill the requirements of the appropriate adoption agency.

- C. The employee shall notify the Superintendent not less than thirty (30) days prior to the date of her/his return to employment.
- D. The District shall continue its contribution to the employee's hospital, medical, life and dental insurance benefits as may be required by the Family and Medical Leave Act and shall permit the employee to continue those insurance benefits for the balance of the leave at his/her own expense by arranging to pay the premiums to the District quarterly in advance of the due date.

#### 4.04 Family and Medical Leave Act.

The District is covered by the Family and Medical Leave Act (FMLA) of 1993.

Under this policy, eligible employees are entitled to up to twelve (12) weeks of unpaid leave for the following reasons:

- 1. the birth and care of a child or the placement of a child with the employee for adoption or foster care;
- 2. to care for an employee's spouse, child, or parent who has a serious health condition; or
- 3. for an employee's own serious health condition that renders the employee unable to perform his/her job (i.e., illness, injury or disability, including pregnancy disability).

FMLA leave also is available to members of the armed forces or their family members for the following reasons:

- 1. to assist with or attend to "qualifying exigencies" associated with a call to active duty; or
- 2. to care for a covered military service member with a serious health condition who is the employee's spouse, child, parent, or nearest blood relative.

Eligibility for and entitlements under FMLA leave are described in greater detail in the District's FMLA policy.

#### V. BENEFITS.

#### 5.01 Hospital - Medical Insurance.

The Board will make available, to all members of this group, a Preferred Provider Organization Plan for health insurance equal to that which is provided for in the negotiated agreement between the Warren County School District and the Warren County Education Association.

Whenever changes are made in the medical insurance provided to professional employees, whether in benefits provided or employee contribution required, the same changes will be applicable to employees in this group.

A summary plan description for the health insurance, life, dental, and disability insurance will be provided to employees upon enrollment.

#### 5.02 Life Insurance.

The District provides group term life insurance coverage for all employees in this group. The face amount of coverage effective July 1, 2002 is \$60,000.00.

#### 5.03 Dental Insurance.

The Board pays the full current cost for individual and dependent dental coverage for each employee under the same basic dental program as is in effect for professional employees of the District. If there is an increase in the cost of the program in excess of 15% in any year, the amount of increase in excess of 15% shall be shared equally by the District and the covered employee. The employee's contribution toward the cost of coverage shall be handled by payroll deduction.

#### 5.04 <u>Disability Insurance</u>

The District maintains a disability insurance plan in which employees are eligible to participate at their own expense. Details of the plan and information concerning costs are available through the Human Resource Office.

#### 5.05 Retirement.

- A. Employees participate in the retirement plan available to all District employees. Details of that plan are provided separately.
- B. An employee who retires from the School District on normal superannuation retirement or disability retirement is entitled to continue to participate in the District's Hospitalization Insurance Program at his/her own expense by arranging to pay the premiums to the District quarterly in advance of the due date.
- C. For employees who retire from the District on or after June 30, 2001 at age 58 or older with twenty (20) years of service, at least ten (10) of which are in the District, the Board will pay toward their hospital, medical and major medical insurance from the time of the employee's retirement until such employee shall attain age 65 an amount equal to the rate which was in effect on the date of retirement. In the event of future premium increases, the retiree will be required to pay the difference between the premium rate in effect on the retiree's retirement date and the new premium effective each renewal year.
- D. Upon retirement of an employee who has worked at least ten (10) years for the District, or upon the death in service of an employee who has worked at least five (5) years for the District, the employee or his beneficiary will receive \$20.00 per day for all accumulated unused sick leave. Upon the retirement or death in service of an employee who has

worked at least twenty (20) years for the District, the employee or his beneficiary will receive \$40.00 per day for all accumulated unused sick leave.

#### 5.06 Workers Compensation.

Any employee who becomes ill or injured in a manner which is compensable under the Pennsylvania Workers Compensation system will be entitled to an extended medical leave of absence for up to the maximum period described in this summary at 5.01.

In addition, in connection with any absence due to injury or compensable illness under the workmen's compensation laws, the period of up to five (5) work days before such employee is entitled to benefits under the Workmen's Compensation program, shall not be charged against the employee's sick leave days and the employee shall not suffer a loss of pay during the five (5) day period. If the employee receives compensation for such days he/she shall be required to reimburse the District for the amount of the compensation.

#### 5.07 Vo-Tech Courses.

Employees shall be granted tuition free admission to Vo-Tech Adult Education courses on a first-come-first-served basis provided that the total of School District employees admitted tuition free shall not exceed 20% of the established class size.

#### 5.08 Activity Passes.

Employees will be provided a nontransferable pass to all activities within the District where students are participants.

#### 5.09 Travel Reimbursement.

Mileage reimbursement will be paid to any employee who is required to use his/her own vehicle in pursuance of assigned job related activities at the current I.R.S. maximum allowable rate, provided the employee has been authorized to use such transportation by his

Supervisor, Director or the Director of Business Services. Any employee who works a split assignment will qualify for travel reimbursement for the mileage one way from school to school.

#### 5.10 <u>Tuition Reimbursement</u>

- A. Reimbursement of tuition costs shall be paid for approved courses at the undergraduate or associate degree level. Courses will be approved only if they are relevant to the employee's current assignment.
- B. Courses must be approved in writing in the case of each employee by the Superintendent or his/her designated representative prior to the beginning date of the course.

  Prior oral approval shall be acceptable in emergencies if confirmed in writing by the Superintendent.
- C. Evidence of successful completion of the course must be presented, along with a receipted tuition statement, to the Superintendent or his/her designated representative.
- D. Reimbursement shall be made following the next Board meeting after the employee's presentation of documentation.
- E. To be eligible for reimbursement, a person must be employed in the District at the time the course was taken, when reimbursement is requested, and when payment is made.
- F. There can be no reimbursement of tuition unless the tuition has been paid by the individual, i.e., if attending under a grant, fellowship, scholarship, or similar program wherein tuition is provided, there shall be no reimbursement of tuition by the School District.
- G. Personnel on family and medical act leave, extended medical leave, or child-rearing leave may make a request for tuition reimbursement, which shall be reviewed by

the Personnel Committee of the School Board, who shall grant or deny such request in its sole discretion.

- H. The amount of reimbursement shall be limited to the actual tuition charge for credits earned to a maximum rate per credit equal to that charged by Gannon University for courses offered in Warren, Pennsylvania or 80% of the rate charged for courses at the Gannon University main campus.
- I. Reimbursement shall be limited to 75% of the allowable rate for courses in which a grade of "C" is earned. No reimbursement shall be paid for courses resulting in a grade below "C".
- J. Reimbursement is contingent on the employee's providing one year of actual service to the District after completion of the course. If an employee is reimbursed and fails to remain employed in the District for one full year, he/she shall be obligated to repay the District for the full amount of the reimbursement. The District may withhold such amount from any payments due the employee.
- K. It is the expectation of the Warren County School District that all employees in this employment group will have earned, or are in the process of earning, an Associate's Degree (in a field pertaining to their employment) or better.

#### VI. <u>COMMUNICATIONS</u>.

#### 6.01 Problem Solving Procedure.

If any employee has a problem or complaint concerning his/her wages, benefits or working conditions or the application of any provisions of this summary, he/she is encouraged to seek a resolution of the matter as promptly as possible. Most problems can be resolved through discussion. The employee may not always agree with the response, but an open discussion of

issues will assure that the answer is correct and will prevent a more serious problem from developing.

The proper procedure to follow in the event of a problem or complaint is:

- 1. Discuss the matter with your immediate supervisor.
- 2. If no resolution is achieved and you still feel there is a problem, you should discuss it with the Director of Personnel.
- 3. If you are unable to resolve the problem at that level, you should discuss it with the Superintendent.

In most cases, the decision of the Superintendent will be final. If the problem is an unusual one, however, the Superintendent may elect to have you present the matter to the Board or an appropriate Board Committee for final resolution. In any case, the decision at that level will be final.

#### 6.02 <u>Performance Evaluations</u>.

Performance evaluations are done regularly during the adjustment period and on a semi-annual basis thereafter. You should meet with your supervisor to discuss your evaluation and should receive a copy of the evaluation form. Employees are encouraged to take advantage of this opportunity to improve performance and to grow in responsibility.

#### 6.03 Exit Interview.

Regardless of the reason for an employee's separation from employment, every effort is made to conduct an exit interview prior to the employee's departure. An exit interview can provide valuable information to the employee and to the District. The exit interview is conducted with an emphasis on gaining the thoughts and opinions of the employee about how the District or the employee's specific job could be improved. Employees are encouraged to participate fully and openly in the process.