

# **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, 2006 and shall remain in effect until June 30, 2010.**

#### **I. GENERAL POLICIES.**

##### **1.01 Equal Employment Opportunity.**

Warren County School District is an equal employment opportunity employer. Qualified candidates for employment or transfer will be selected and all employment decisions will be made without regard to race, color, familial status, religious creed, ancestry, age, sex, national origin, or disability.

## 1.02 Prevention of Harassment.

It is the policy of the District to maintain an educational and work environment free from sexual, racial, religious, ethnic and other forms of harassment detrimental to the development of its students and staff.

Sexual and other forms of harassment of or by employees, teachers, students, visitors, and others is strictly prohibited and will not be tolerated. Any violation of this policy will be handled promptly and firmly and may result in corrective disciplinary action or termination as appropriate.

Sexual harassment includes any unwelcome or inappropriate conduct of a sexual nature including sexual advances or requests for sexual favors or other inappropriate verbal or physical conduct of a sexual nature. It also includes any conduct of a sexual nature which creates an intimidating, offensive, or hostile working and teaching environment. Unwelcome or inappropriate conduct including comments about physical characteristics, comments about sexual preferences or practices, obscene or sexually oriented stories, jokes, photographs or drawings, inappropriate gestures or body language, and/or improper touching are all prohibited.

Harassment is particularly offensive and specifically forbidden when any supervisor, teacher, or person in authority conditions any hiring, promotion, scheduling, disciplinary or other job related or education related decision on submission to such advances or participation in such activities.

In addition, any amorous relationship between a Warren County School District employee and a student (regardless of the age of the student) constitutes unwelcome and inappropriate conduct and is strictly prohibited. This includes all conduct occurring on or off school property regardless of whether school is in session.

If you think you are a victim of harassment as described within this policy or are aware of such conduct, you are encouraged to report it promptly to the Superintendent or any other member of the Administration. A prompt and confidential investigation will be conducted and appropriate action will be taken. No employee will be penalized for reporting or participating in the investigation of alleged harassment. Please use discretion because a false report of such conduct can be extremely harmful to an innocent party.

Reporting Requirements for School District Employees. Pursuant to the amendments to the Child Protective Service Law, School District employees who have reason to believe that a student is being physically or sexually abused by another school employee have a legal obligation to make a report to the school administrator. If the school administrator is suspected of abusing a student, the employee must report it to the local law enforcement officials and the appropriate district attorney. Failure to act on suspected abuse may result in criminal charges against the employee who suspects the abuse. School District Policy No. 7704 covers Ace 151 in detail.

#### 1.03 Drug Free Workplace.

The District has committed itself to eliminating substance abuse from the workplace and to providing an opportunity for employees to seek help with substance abuse problems.

The use, possession, sale or transfer of illegal drugs, or alcohol and/or being under the influence of any drugs or alcohol during work time or while on School District property, in School District vehicles or engaged in School District activities is strictly prohibited.

Employees are encouraged to seek help for substance abuse problems before it begins impacting on job performance. Where substance abuse problems begin to impact on job performance, the School District will provide opportunities for rehabilitation only to the extent it deems practical. Continuation of employment and corrective action will be determined by the facts and circumstances of each situation.

1.04 Smoking Policy.

Employees of the District are expected to set an appropriate example for the children of the District and to respect the health and welfare of other District employees. Smoking or the use of smokeless tobacco is strictly prohibited at any time on any property owned by the District or in any vehicles operated by the District.

1.05 Telephone Use.

The telephone system of the District is intended for the use of employees only in the conduct of School District business. Local personal calls should be placed only in emergency situations and should be kept appropriately brief.

1.06 Attendance.

Prompt and regular attendance is expected of all employees. You should arrange your schedule so that you are present at your work area ready to commence work at your regular starting time and remain at work until your regular quitting time. If you are unable to report for work for any reason, you must call in advance to report your absence in accordance with the procedure established for your Department.

**II. EMPLOYMENT CONDITIONS.**

2.01 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.

## 2.02 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 employees 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, employees 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.

### 2.03 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.

## **III. SALARIES, HOURS AND OVERTIME.**

### 3.01 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.

### 3.02 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.

3.03 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.

**IV. TIME OFF WITH PAY.**

4.01 Vacations.

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

<b><u>Completed Fiscal Years of Service</u></b>	<b><u>Vacation</u></b>
Less than 1 Year	One half day for each month worked as of July 1, to a maximum of 5 days
1 through 12	15 Days
13 through 29	20 Days
30 or more	25 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.

4.02 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.

4.03 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.

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.

#### 4.04 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.

#### 4.05 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.

4.06 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.

4.07 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.

**V. 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 (Disability Leave, Maternity Leave, Family Leave), the District's contribution to benefits is continued for a period of three months (12 weeks) at District expense.

Employees who return from maternity, disability and family 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.

5.01 Disability Leave.

An employee who is unable to work because of personal illness or disability (whether the cause is job 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.

5.02 Personal Leave (Unpaid).

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.

5.03 Maternity Leave.

A. A maternity leave of absence of up to twelve (12) months shall be granted to all female employees. The employee shall notify the Superintendent within ninety (90) days after the pregnancy has been determined by her physician. Such leave shall begin on a date to be determined by the employee and her physician, provided, that the employee shall give notice to the Superintendent at least fifteen (15) days prior to the starting date of said leave. Such notice shall be waived in the event of an emergency or in the event the employee's physician certifies that the maternity leave must begin sooner for reasons of health.

B. An employee shall be eligible for a maternity 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 return to employment, except that fifteen (15) days notice shall suffice in the event of a miscarriage or the death of the infant. The Board may require that she present a certificate from her physician stating that she is able to resume her duties.

D. While on maternity leave, the employee may use any or all accumulated sick leave for any disability certified by her physician and caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery therefrom.

E. The District shall continue its contribution to the employee's hospital, medical, life and dental insurance benefits for the first three months (13 weeks) of maternity leave as 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.

F. Male employees shall be entitled, upon request, to a child rearing leave in connection with the birth or adoption of an infant child, which leave shall be of the same length and subject to the same conditions and notice requirements as apply to maternity leaves. Continuation of benefits shall be as required by the Family and Medical Leave Act.

#### 5.04 Family Leave

In addition to Disability Leave and Maternity Leave, the Family and Medical Leave Act provides leaves where the employee is required to attend to the “serious health condition” of a parent, spouse or child and is thereby unable to work. If an employee requests and qualifies for such a leave, the maximum amount of leave is twelve weeks in a twelve-month period. The twelve weeks limit includes Disability, Maternity and Family Leave. Medical, hospital, life and dental insurance benefits are continued during a Family and Medical Leave.

Requests for family leave should be made in writing to the Human Resource Office at least thirty (30) days in advance where the need is foreseeable. When the need for leave is not foreseeable, requests should be made as soon as practicable.

## **VI. BENEFITS.**

#### 6.01 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.

6.02 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.

6.03 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 Board. If there are increases in the cost of the program on any anniversary date, such increases shall be shared in the following proportion:

The District shall pay the first 15% of such increase. Any 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.

6.04 Disability Insurance

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.

6.05 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 super-annuation 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 \$15.00 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 \$35.00 per day for all accumulated unused sick leave.

6.06 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 a

disability leave of absence for the period of disability up to the maximum period of disability leave provided 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.

6.07 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.

6.08 Activity Passes.

Employees and their spouses will be provided a pass to all activities in which the District students are participants.

6.09 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.



6.10 Tuition Reimbursement

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 medical leave or maternity 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 Associates Degree (in a field pertaining to their employment) or better.

## **VII. COMMUNICATIONS.**

### **7.01 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.

#### 7.02 Performance Evaluations.

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.

#### 7.03 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.

### **VIII. COMPENSATION.**

#### 8.01 Wages.

All members of this employment group will receive a 3.75% increase in hourly rate for each year of this agreement effective on July 1 of each year.

RHZPA05175