

# SOUTHERN LEHIGH SCHOOL DISTRICT

5775 Main Street Center Valley, Pennsylvania 18034

# WAGE & BENEFIT POLICY FOR TECHNOLOGY EMPLOYEES

2016-2019

(Revised 2/1/17)

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#### I. DURATION OF POLICY

This Policy shall become effective July 1, 2016 and remain in full force and effect through June 30, 2019.

#### II. CLASSIFICATIONS PARTICIPATING IN THIS POLICY

Computer Technician Data and Application Specialist Multimedia Technician Seasonal Computer Technician Systems Technician Technology Facilitator

#### III. HOURS OF WORK

The work week shall start at 12:00 am Sunday and end at 11:59 pm Saturday.

12-month Computer Technicians, Data and Application Specialists, Multimedia Technicians, and Systems Technicians are assigned a 37.5 hour workweek. Each working day consists of a 7.5 hour workday, exclusive of an unpaid lunch, including (2) 10-minute breaks.

Technology Facilitators will work a maximum of 29 hours per week, 10 months per year. They shall begin work on the first reporting day for veteran teachers, and finish for the year on the last day teachers are required to report.

Technology Facilitators may be asked to report on up to 10 (ten) days during the student summer vacation for purposes of technology initiatives. Technology Facilitators may be scheduled to work during teacher's professional development hours at the option of the District. If scheduled during these days the maximum of 29 hours per week will still apply.

Seasonal Computer Technicians are limited to 29hours per week.

#### a. Overtime

Approved hours worked in excess of forty (40) hours per week shall be paid at a rate of 1  $\frac{1}{2}$  times the regular rate of pay. All hours worked greater than 37  $\frac{1}{2}$  hours per week but equal to or less than 40 hours per week will be paid at the employee's regular hourly rate.

# b. Call-In-Pay

When a Technician is required to report to work for an emergency call in, the employee is guaranteed two hour's pay when required to report.

#### c. Hours Limitations

At no time will any employee included as a party to this Policy be scheduled or allowed to accept multiple positions within the District such that their total hours per week would regularly exceed 40.

Staff included as a party to this Policy who are regularly scheduled to work 29 hours per week or less will at no time be scheduled or allowed to work another District position such that the total of hours per week exceeds 29, unless expressly approved in advance by the Board of School Directors.

#### IV. COMPLAINT PROCEDURE

Recognizing that reconciliation and disposition of complaints is in the best interests of the school children and the general public whom both employer and Technology Employees serve, all complaints which may arise out of the interpretation of the provisions of this policy and the conditions of work specified herein shall be resolved as expeditiously as possible in accordance with the following procedure.

Step 1. Any Technology Employee initiating a complaint shall present such complaint to the Director of Elementary Education and Instructional Technology or his/her designee within ten (10) school business days of the alleged problem or occurrence. The Director of Elementary Education and Instructional Technology shall present the Technology Employee with an answer to the concern within ten (10) working days.

**Step 2.** If the Technology Employee is not satisfied with the answer, they may reduce the complaint to writing and submit it to the Director of Elementary Education and Instructional Technology within ten (10) days of the initial answer. The Director of Elementary Education and Instructional Technology or his/her designee shall reply in writing to the Technology Employee within ten (10) school business days after receipt of the written complaint.

**Step 3.** If the complaint is not resolved by Step 2 to the satisfaction of the Technology Employee, the Technology Employee may request a meeting with the Superintendent and/or his/her designated representative within ten (10) school business days following the written reply. The Superintendent and/or his/her designated representative shall meet with the complainant and provide a written answer to the Technology Employee within (10) school business days after the meeting.

**Step 4.** If the complaint is not resolved by Step 3 to the satisfaction of the Technology Employee, the complaint may be referred to the Board of Education at its first regular meeting occurring ten (10) school business days or more following the Superintendent's written reply upon written request of the

complainant. The Board of Education shall provide a written reply to the Technology Employee within ten (10) school business days following the meeting at which the complaint has been referred.

Extensions to the time periods above may be mutually agreed upon.

# V. (Reserved)

#### VI. WAGES/SALARIES

Regular full-time classifications covered by this policy will be be paid while absent from work when absence is directly attributable to District closings, late starts and early dismissals of offices due to inclement weather.

Active Computer Technicians, Data and Application Specialists, Multimedia Technicians and System Technicians shall receive general increases as follows:

#### Effective 7/1/16-2.75%

12-month employees who have worked thirty years in the District shall receive a one- time stipend of \$1000. The stipend shall be paid immediately after attaining the years of service as required.

Seasonal or Substitute Computer Technicians shall be paid at the hourly rate of:

Technology Facilitators shall be paid at the hourly rate of:

#### Effective 7/1/2016 - \$21.64

Substitute Technology Facilitators will be paid at the rate of:

# Effective 7/1/2016 - \$18.97

#### VII. PAID TIME OFF

This section does not apply to any seasonal or substitute employee.

Paid time off (excepting sick leave), especially those days requested before and after a holiday, must be pre-approved by Supervisor via the employee portal. Under no circumstances may an employee exceed 100% of regular pay while using accrued paid time off.

For purposes of this policy, an active employee is an employee who is not on an unpaid leave of absence, workers compensation, or disability.

#### a. Holidays

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**Deleted:** With Supervisory permission, hours missed up to the regularly scheduled level per week may be made up at a later date, provided total hours do not exceed the weekly limits in this Policy.

Any employee who is absent without leave or reasonable excuse, either on the work day before or the workday following a holiday will forfeit the holiday pay.

Any employee who is on an unpaid leave of absence, workers compensation, or disability leave will forfeit the holiday pay.

Computer Technicians, Data and Application Specialists, Multimedia Technicians, and Systems Technicians: All the holidays listed as school closings on the school calendar or as revised shall be considered paid holidays.

**Technology Facilitators** shall be granted six (6) paid holidays per year:

Holiday	Date Observed 2016-2017	2017-2018	2018-2019
Thanksgiving	November 24, 2016	November 23, 2017	November 22, 2018
Christmas Eve	December 24, 2016	December 24, 2017	December 24, 2018
Christmas Day	December 25, 2016	December 25, 2017	December 25, 2018
New Year's Eve	December 31, 2016	December 31, 2017	December 31, 2018
New Year's Day	January 1, 2017	January 1, 2018	January 1, 2019
Memorial Day	May 29, 2017	May 28, 2018	May 27, 2019

#### b. Vacation

Active 12-month Computer Technicians, Data and Application Specialists, Multimedia Technicians, and Systems Technicians will be granted vacation for the fiscal year in which hired as follows:

Month of Hire	Vacation Days Granted for fiscal year in which hired
July/August	10 days
September/October	8 days
November/December	6 days
January/February	4 days
March/April	2 days
May/June	0 days

Employees are not eligible to take vacation for the first thirty (30) calendar days of employment.

At the beginning of each year (July  $1^{\rm st}$ ), the vacation granted for the fiscal year will be as follows.

Completed Fiscal Years of Service as of Number of Vacation Days Granted July

June 30 <sup>th</sup>	1st
2 years or less	10 days
3 years	11 days
4 years	12 days
5 years	13 days
6 years	14 days
7 years	15 days
10 years	16 days
11 years	17 days
12 years	18 days
13 years	19 days
14 or more years	20 days

Employees shall be able to carry up to two (2) vacation days into the following year. Up to 2 days will be carried over automatically.

#### c. Personal Days

Each active employee regularly working 25 hours or more per week is entitled to two (2) personal leave days of absence without loss of pay during each school year. If unused, such days shall be cumulative from year to year. No more than five (5) days may be taken in any school year. Requests for more than one (1) personal day are to be submitted to the employee's supervisor via the employee portal at least 24 hours prior to said personal days.

Employees beginning employment during the course of the school year will have these days pro-rated for the remaining portion of that fiscal year.

# d. Emergency Days

Each active employee regularly working 25 hours or more per week, during the course of the school year, may be eligible for up to two (2) emergency days of leave without loss of salary. For the purpose of this clause, the day will begin at 8:00 pm preceding the work day for which the emergency day is being used.

An emergency day is a day upon which some unforeseen happening occurs which calls for immediate actions such as, but not limited to, (a) immediate family illness requiring hospitalization or doctor's care, (b) accidents occurring either personally or within the immediate family, (c) fire, (d) flood or any other unforeseen happening which can be construed as an emergency. Immediate family is defined, for the purposes of (a) and (b) of this paragraph, as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandchild, grandparent, near relative who resides in the same household, or any person with whom the person has made his/her home. As emergencies cannot be predicted prior to their occurrence, it shall be the responsibility of the employee making the request to forward the request for the emergency day's leave to the district superintendent via the employee portal within five

(5) working days for approval, including an explanation of the circumstances surrounding the request.

#### e. Sick Leave

Each active 12-month employee shall receive twelve (12) sick leave days annually for either personal or family illness. Each active 10-month employee will receive ten (10) sick days annually for either personal or family illness. If not used, these days will accumulate and may be used for personal illness in successive years.

These days will be pro-rated for those commencing employment during the school year.

For purposes of this section, "family" shall be defined as follows: father, mother, husband, wife, son, daughter, near relative who resides in the same household, or any person with whom the person has made his/her home.

The employer may require a doctor's excuse at any time for sick leave absences.

On the third day of absence, an employee must contact the Human Resources Administrator by telephone at  $610-282-3121 \times 5215$  or leave him/her a message.

The use of five (5) consecutive sick leave days will automatically require submission of a doctor's excuse to return to work.

# f. Bereavement/Funeral Leave Custodial and Maintenance Staff:

Whenever an active employee regularly scheduled to work 29 hours or more per week, excluding seasonal or substitute classifications, shall be absent from duty to arrange, to attend and/or to travel to funeral or memorial services for a member of the immediate family of the employee, there shall be no deduction in the wages of the employee for absence or absences not in excess of five (5) consecutive working days within a period of ten (10) days of death. This inclusionary period may be extended with the approval of the Superintendent. Members of the immediate family shall be defined as father, mother, brother sister son, daughter, husband, wife, parent-in-law, grandfather, grandmother, grandchild, near relative who resides in the same household, or any person with whom the employee was living at the time of death or any step-relative corresponding to those immediate family members named above. "Step-relative" shall be defined as one of the above-listed family members genetically related to an employee's spouse from a previous relationship, or an adopted person of an employee's spouse from a previous relationship.

Whenever an active employee regularly scheduled to work 29 hours or more per week, excluding seasonal or substitute classifications, shall be absent from duty because of death of a near relative of the employee, there shall be no deduction in the wages of the employee for an absence not to exceed two (2) consecutive working days to arrange, to attend and/or to travel to funeral or memorial services within a period of ten (10) days of the death. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

Seasonal or substitute employees may request unpaid time incases of bereavement.

Employees may be required to submit documentation of these incidents for payroll purposes.

#### VIII. UNPAID TIME OFF

#### **Childrearing Leave**

The Employer shall grant unpaid Childrearing Leave to any employee regularly working 25 hours or more per week in accordance with the provisions of the Equal Employment Opportunity Act of 1972 and the Civil Rights Act of 1964, as amended, and other applicable state and federal laws and/or regulations. A verifying physician's statement shall be required by the Employer and must be attached to the employee's written request for childrearing leave. The Employer, at its expense, will provide the employee on Childrearing Leave, subject to the approval and limitations of the insurance carriers, continued coverage of term life and medical insurance benefits through the end of the month during which childbearing disability ends, if applicable.

The Employer shall grant unpaid Childrearing Leave to any employee for up to six (6) months. Childrearing Leave shall commence on the day following the end of the disability related to the pregnancy period or, in the case of adoption, on the day of adoption. The employer will, subject to the approval and limitations of the carrier, maintain Custodial or Maintenance employee on childrearing leave in the insurance groups for term life insurance and medical insurances provided that the employee remits to the Business Office the amount of the billing for the employee's coverage within thirty (30) days of receipt of said bill. Failure to remit such payments in a timely fashion may result in loss of coverage.

The employee shall notify the Superintendent, in writing, of their intention to return to work. In case of childbirth such notification must be submitted immediately upon release to return to work by the physician. In case of adoption the employee must notify the Superintendent, in writing, of their intention to return tot work within sixty (60) days from the date of adoption.

A physician's note stating that the employee is fit to return must be attached to the notification. An employee may return sooner if approved by the Superintendent.

#### IX. INSURANCE BENEFITS

All benefits in each category of this section will be paid according to the terms of the insurance contract in force at the time of the claim.

#### a. Life Insurance

Employees regularly scheduled to work 25 hours per week or more shall be insured with a death benefit of \$50,000 with \$50,000 additional accidental death and dismemberment protection without cost to the employees.

If an employee is over age 70 on the effective date of his insurance, the amount of life insurance and the accidental death and dismemberment insurance for such employee shall be 50% of the amount for which he would otherwise be eligible in accordance with this schedule.

For an employee under age 70, the amount of life insurance and the accidental death and dismemberment insurance shall be reduced by 50% upon attainment of his 70th birthday.

#### b. Health Insurance

For 12-month Computer Technicians, Data and Application Specialists, Multimedia Technicians, and Systems Technicians, the Employer shall offer a choice of the Lehigh County School Consortium Plans (PPO 4, PPO 6, PPO 7) or their equivalents, including eligible dependents as defined in said Plans and who, as a person other than the head of the household, is not fully covered under another plan with similar or better benefits and the cost of which is paid by another employer.

The District may, at its discretion, offer additional plans to be available, if offered, on a voluntary basis. Professional employees, eligible for such District group coverage, shall have a seminar/workshop presented by the provider(s) of these alternate programs prior to a designated open enrollment period. The employee may voluntarily change from the indemnity medical insurance during this open enrollment period and must remain in this alternate program until the next enrollment period. The employee may, after that one-year period, and during subsequent enrollment periods, return to the group indemnity medical insurance without pre-existing condition(s). The exception to this, for any of the programs, would be if the professional employee experiences any family status change (a "qualifying event") during the plan year. This employee may re-enroll, after providing proof of the family status change(s), (i.e., Marriage, Divorce, Death of a dependent, Birth or adoption, etc.) into the other medical insurance program.

#### c. Dental Insurance

The Employer shall offer a dental Plan to 12-month Computer Technicians, Data and Application Specialists, Multimedia Technicians, and Systems

Technicians.

# d. Disability Insurance

Employees regularly scheduled to work 25 hours per week or more who become sick and disabled, or who become disabled as a result of an accident during the term of this Policy shall, beginning with the thirty-first (31st) day of disability as defined in the insurance plan selected by the Employer or the cessation of accumulated sick leave, whichever occurs later, be entitled to the sum of sixty per cent (60%) of their monthly salary up to a maximum of \$3,750 per month while totally disabled, with a maximum benefit period in accordance with the Plan document.

The above coverage shall be subject to the limitations of the insurance policy chosen by the Board of Education.

#### e. Vision Care Program

The Employer shall make available a vision care program to active 12-month Computer Technicians, Data and Application Specialists, Multimedia Technicians, and Systems Technicians only (coverage does not extend to dependents). These employees may be reimbursed up to \$390.00 over the term of this Policy for an examination by a licensed vision care practitioner or for a change of frames or lenses. Reimbursement shall be made subsequent to the submission to the Business Office of a detailed, paid receipt for the eligible expenses.

After an employee has been reimbursed a total of \$390.00 for the costs of exams, glasses, and/or frames, the employee shall not be entitled to any additional reimbursement for such purchases for the balance of the term of this Policy. In order to be reimbursed for vision care, all receipts must be turned in to the Business Office while the employee is actively employed by the District and no later than one year from the date of vision care.

### f. Prescription Plan

Employees participating in the medical plan shall be eligible to participate in the three-tier (10/30/55) prescription drug coverage as provided by the

Lehigh County Consortium Prescription program or its equivalent for each member and his family including any dependents as prescribed by federal law subject to a co-pay up to:

\$55 per prescription for brand name prescriptions

\$10 per prescription for generic prescriptions

\$30 per prescription for formulary brand prescriptions

The Employer shall offer to employees covered by the benefits program and the Lehigh County School Consortium Mail Order Drug program or its equivalent at a co-pay up to:

\$100 per prescription for brand name prescriptions \$20 per prescription for generic prescriptions \$50 per prescription for formulary brand prescriptions

for the period from July 1, 2016 through June 30, 2019.

# g. Employee Contribution to Benefit Premiums

For the period from July 1, 2016 through June 30, 2019, employees electing coverage shall be required to contribute the amounts below per month. Election of any change in dependent coverage shall be made in writing during the annual open enrollment period or within thirty (30) days of any qualifying event. Payments shall be made through payroll deduction. The amounts specified below shall be valid for the life of this Agreement.

Monthly Premium Share PPO 4	2016-2017	2017-2018	2018-2019
Single	\$25	\$25	\$35
Parent/Child	\$50	\$60	\$80
Parent/Children	\$55	\$70	\$95
Couple	\$60	\$75	\$110
Family	\$75	\$85	\$110

Monthly Premium Share PPO 6	2016-2017	2017-2018	2018-2019
Single	\$5	\$10	\$10
Parent/Child	\$10	\$15	\$20
Parent/Children	\$15	\$20	\$30
Couple	\$15	\$25	\$35
Family	\$20	\$30	\$40

Monthly Premium Share PPO 7	2016-2017	2017-2018	2018-2019
Single	\$0	\$0	\$0
Parent/Child	\$0	\$0	\$5

Parent/Children	\$0	\$0	\$5
Couple	\$0	\$0	\$5
Family	\$0	\$0	\$5

#### ACA Excise Tax:

In the event that a Plan creates a the need for ACA Excise Tax, the Excise Tax will be split evenly by the District and the bargaining unit members who receive benefits under the Plan.

Deductions from payroll will be made the first two pays of each month. In a month with three (3) pays, no deduction will be made from the third pay of the month.

# X. SEVERANCE BENEFITS

Active Computer Technicians, Data and Application Specialists, Multimedia Technicians, Systems Technicians and Technology Facilitators will receive severance pay in the amount of \$30.00 per day for all unused sick leave subject to the following conditions:

- 1) The employee will have completed fifteen (15) years of service within the district.
- The employee shall have applied for and have been accepted by the Public School Employees' Retirement Board for payment of retirement allowance.

Payment of said severance pay will be made during the month of July following retirement, or no later than one month after the last day of employment, provided notice is given by April 1. If notice is given after April 1, payment will be made during the month of December of the same calendar year following retirement.

Payment shall be made as an employer contribution into a 403(b) tax-sheltered annuity account, in accordance with IRC Section 403(b)(3). This account shall be established by the eligible Employee from the list of plans available from the District, prior to the District contribution. Failure to establish an account will result in forfeiture of the benefit. All Employees who have accumulated less than one thousand (\$1,000.00) dollars will receive cash compensation, and all others will receive the benefit in the form of a non-elective employer contribution to the employee's 403(b) account.

#### XI. MISCELLANEOUS

#### a. Travel Reimbursement

When an employee is obliged to provide, at his/her own expense, an automobile other than for traveling to and from home and school in pursuance of assigned duties or to attend designated conventions, conferences, etc., such employee shall be reimbursed at the rate established by the IRS and in effect at the same time of the travel.

#### b. Tax Sheltered Annuities

The employer agrees to make payroll deductions for employees who desire and authorize such deductions for tax-sheltered annuities.

#### c. Savings Bond Deductions

The employer agrees to make payroll deductions for employees who desire and authorize such deductions for the purchase of Unites States Savings Bonds.

#### d. Probationary Period

All support staff employees shall serve a probationary period during which time their work performance and general suitability for employment including performance, attendance and conduct shall be evaluated in writing. The probationary period is completed following six calendar months of continuous service without a break in service. Time on leave is not considered service for the completion of the probationary period. Employees who are rehired following a break in service shall serve a new probationary period whether or not they previously completed a probationary period. Summer vacation shall not be considered as service time for purposes of this policy.

Probationary employees may be released at any time during the probationary period for failure to attain and maintain acceptable levels of performance, conduct, or attendance.

# e. Tuition Reimbursement

The Board will set aside a portion of the Superintendent's budget under his/her control for training for all classified employees. There will be a \$500 per-person annual limit. Reimbursement of payment will be limited to those activities characterized as training activities. Community college courses that are pre-approved by the Superintendent and directly applicable to the employee's current job responsibilities may be included.

#### XII. ADDENDUM

Notwithstanding the intentions of District and Cafeteria Employees group to meet and discuss compensation arrangements for the three-year period

beginning July 1, 2016, it must be openly stated, should budgetary or other concerns arise due to the effects of any federal or sate law or its provisions, that one or more of the preceding sections may be reopened and action take in an effort to comply with said law.