

SCHOOL DISTRICT OF THE MENOMONIE AREA

542.32

WAGES, HOURS AND CONDITIONS OF EMPLOYMENT FOR NONUNION EXECUTIVE ASSISTANTS

Section I - Operating Provisions

1. Vacancies: Present staff shall be informed of anticipated vacancies.
2. Probation: A new employee shall work for a trial period of six months from the date of hire. During such six-month probationary period, the district may terminate the employment of any such probationary employee, without right of appeal by said probationary employee in any manner.
3. Resignation, Discipline, and Discharge: Notification of termination of employment on the part of the employee shall be made in writing and shall specify the date of termination, which shall be no less than ten working days beyond the date of notice. Discipline, including discharge, is recognized as a management right of the district and may be exercised by the district, through its designated representatives, in regard to any employee who does not fulfill his/her responsibilities to the district as an employee or does not comply with district policies now or hereafter in effect. The district shall not discharge or discipline any employee without cause. If, in any case, the district feels there is cause for discharge, the employee will be notified, in writing, that the employee has been discharged and the reasons therefore. The employee shall have the right to respond in writing to the allegations of deficiency within ten days of receipt of said notice from the district. The employee shall further have the opportunity to request and have a fair and impartial hearing before the board regarding alleged deficiencies and shall have the right to at least a ten working day prior written notice of the time and place of said hearing. Any employee found to be unjustly discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.
4. Layoff: In the event it becomes necessary for the Board to lay off an employee for any reason, the employee shall be recalled to his/her position for a time period of twenty-four (24) months.
5. Retirement: To be eligible for retirement benefits, the retiree must be at least the minimum age required for WRS retirement and shall have served the district for fifteen full-time equivalent years, the last five of which must be consecutive as an executive assistant. If less than fifteen full-time equivalent years, the Group 1 benefits would be prorated based on fifteen full-time equivalent years. Approved leaves shall not be considered an interruption of continued employment for the purpose of this article.

Nonunion Executive Assistants who elect to retire shall be eligible for the following retirement benefits:

Group 1: Executive Assistants hired prior to July 1, 2008.

- a. Monthly stipend equal to fifteen percent of monthly salary rate for the last year of employment with the district (defined as one-twelfth of annual contract salary), such monthly stipend to be paid for not more than sixty months.
- b. Full payment by the district of single or family premiums for health insurance plan in effect at time of retirement for nonunion executive assistants until such time as the retiree is eligible for Medicare or other federal insurance benefits.

- c. In the event of death of an employee, the earned retirement benefit would be transferable to a qualifying surviving spouse or qualifying dependent children up to such time the retiree would have reached Medicare eligibility.
- d. If an employee was on job share the year or years prior to retirement from employment with the district, then the last year upon which a stipend would be based would be treated as if it were a full-time salary.
- e. Retirees waive all rights in determining the plan of health insurance benefits.

Group 2: Executive Assistants hired after July 1, 2008:

Beginning with the first year of employment as an Executive Assistant, the District will contribute semiannually a sum equal to six percent (6%) of the base salary into a Health Reimbursement Arrangement (HRA) account. Deposits will be made by January 31 and June 30 of each year. The HRA accounts will be managed by the District or the District's third party account management firm.

- a. Upon completion of their seventh year with the District, and having retired from the school district, the unit member shall be vested and become owners of their HRA account.
- b. In the event of death of a vested employee, the earned HRA account benefit would be transferable to a qualifying surviving spouse or qualifying dependent children.
- c. A unit member with a full time equivalency (FTE) of less than one (1.0) will have this benefit prorated according to his/her actual annual FTE.

Section II - Working Conditions

1. Hours of Work: The position is a full-time, 260-day hourly position with paid time for holidays and vacation.
2. Holidays: Employees will not report for the following observed holidays but shall receive the regular rate of pay: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day and New Year's Eve Day. When such holiday falls on a Saturday, the Friday preceding will be the day off; when such holiday falls on Sunday, the Monday following will be the day off.

Section III - Employee Benefits

1. Insurance Benefits:
 - a. Health Insurance: The district shall pay 87.5% of the premium for health insurance coverage provided by the district. Coverage will terminate on the last day of the month of employment. In the event of disability of the employee, the employer shall pay 87.5% of the premium for health coverage for up to eighteen months.
 - b. Dental Insurance: The district shall pay 90% of the premium for the dental insurance coverage provided by the district.
 - c. Life Insurance: The district shall pay 50% of the premium for life insurance. Coverage will be the employee's annual salary rounded to the next \$1,000.
 - d. Disability Insurance: The district shall pay the full premium for the employee for the long-term protection insurance program in effect for the district's employees.

2. Leaves:

- a. Paid Leave: Twenty-five paid leave days per year, accruable to a maximum of 150 days without deduction from salary, may be used for personal illness or injury or illness or injury of employee's spouse, children, in-laws, parents, grandparents, guardians, siblings, or members of the immediate household, death in the family, funerals, legal business, and emergency leave. Legal business and emergency leave each shall not exceed two days in any one year. Emergency shall be defined as a situation over which the employee has no control and which requires immediate attention. The employee's supervisor shall be notified in advance of any such leave. Upon return to work, a leave form shall be filed with the supervisor. Should the employee become eligible for payments under worker's compensation programs, the district shall pay only the difference between the regular salary and worker's compensation payments for the remaining days of the employee's accumulated paid leave.
- b. Unpaid Leave: Employees may request up to five days of leave without pay providing such request is made in writing to the immediate supervisor no less than six weeks in advance. Granting of such leave shall be discretionary by the immediate supervisor.

3. Vacation:

Employee shall accrue vacation time with pay upon hire date as follows:

Years of Service	Vacation Days Earned Per Year
Up to 5 years	10 days
5-9 years	15 days
10 years	20 days
11-13 years	21 days
14-15 years	22 days
16-20 years	23 days
21 years	24 days
22 years	25 days
23 years	26 days
24 years	27 days

Vacation time is accrued monthly. An employee who does not have one year of service will have his/her vacation prorated. Vacation time may be cumulative, but will be forfeited by the employee if not taken within twenty-four months of the date of anniversary date of hire. If a holiday occurs during the calendar week in which a vacation is taken, the employee's vacation shall be extended one additional day. The immediate supervisor reserves the right to accept or reject a vacation request based upon the operational requirements of the district.

- 4. Wisconsin Retirement Fund: The district shall pay the employer's share of the Wisconsin Retirement Fund contribution. The employee shall be responsible for the employee's required Wisconsin Retirement Fund contribution as required by state statutes.

5. Longevity: Employees shall receive the following amounts for time in service:

Years of Service	Longevity Payment
8-12	.5% of 7/1 to 6/30 total earnings
13-17	1.0% of 7/1/ to 6/30 total earnings
18+	1.5% of 7/1 to 6/30 total earnings

Longevity payments shall be made in the month of December.

6. Mileage: Employees required to drive personal automobiles in the course of employment shall be reimbursed at the prevailing IRS rate.

7. Nonunion Executive Assistant Wage Rate:
See 542.32-Exhibit, Wage for Nonunion Executive Assistants

Adopted: June 10, 2002
Revised: June 14, 2004
August 21, 2006
December 10, 2007
June 13, 2011
August 10, 2015
November 14, 2016

/s/Tammy Schneider
Clerk