

EMPLOYMENT RIGHTS AND PROTECTIONS COMPENSATION AND BENEFITS

DEE

1. DEFINITIONS

A. Employee Leave

For the purpose of calculating and accruing leave for full-time employees, a day shall be defined as eight (8) hours per day.

2. ESTABLISHING BENEFITS

The Board shall establish benefits for employees of the Tintic School District. The Board may, at its discretion, negotiate teacher benefits with a person designated by at least 51 percent of all teachers in the District as their collective bargaining representative. Unless otherwise established in a collectively bargained contract, these policies shall establish benefits to which contract classified school employees and licensed employees are entitled as part of their employment with the District.

3. INSURANCE

Qualifying employees wishing to participate in the insurance program should apply through the Business Manager's Office.

A. Health Insurance: For employees who meet eligibility requirements as established, the Board makes available a group health insurance plan for its employees and their dependents. This plan includes, basic hospitalization and surgical benefits, and medical benefits. The plan is designed to satisfy the health needs of school employees.

B. Dental Insurance: For employees who meet eligibility requirements as established, the Board makes available a group dental insurance plan for its employees and their dependents. This is a basic dental plan comparable to those offered by other employers.

C. Life Insurance: For employees who meet eligibility requirements as established the board makes available a term life insurance plan for its employees.

D. Long Term Disability Insurance: For employees who meet eligibility requirements as established, the board makes available a long-term disability insurance plan for its employees.

E. The district does not provide dual insurance coverage when more than one household member is employed by the district.

4. EMPLOYEE LEAVE AND ABSENCES

A. Sick Leave

1. Full time employees of the District earn sick leave at a rate of 9 days for the term of the applicable contract.

a. Sick leave days will accumulate from year to year and may not exceed 120 days.

2. Sick leave may be used only in connection with:

a. Illness or injury of the employee

- b. Illness or injury of a member of employee's immediate family.
 - c. Family emergency
 - d. Death of a member of the employee's immediate family.
3. Definitions
- For the purposes of the sick leave policy, the following definitions apply:
- a. *Immediate Family* includes: husband, wife, son, daughter, father, mother, brother, sister, grandmother and grandfather, and any person who is residing in the covered employee's home at the time of illness or death. (Exceptions to this may be approved by the Superintendent: exceptions that may be considered include sister-in-law, brother-in-law, uncle, aunt, nephew, niece, first cousin and those who have virtually held the position of an immediate member of the family.)
 - b. *Family Emergency* shall be limited to natural disasters or other emergency situations involving the covered employee or a member of the employee's immediate family. Whether an occasion constitutes a "family emergency" under this policy shall be determined by the Superintendent or building administrator in his/her sole discretion.
 - c. *Injury or Illness* includes conditions related to pregnancy and childbirth.
 - d. *Health Care Provider* includes Doctor of Medicine or Osteopathy or other medical specialists who are licensed to practice medicine.
4. Authorization for Use of Sick Leave
- Employees unable to report for work due to an unexpected illness should notify their principal, supervisor, or designee prior to the start of the work day in which leave is requested. An employee shall request advance approval for sick leave for the purposes of receiving medical, dental, or optical examination or other authorized scheduled treatment. The principal or supervisor may authorize sick leave only when supported by evidence acceptable by district administration. Principals/supervisors are authorized to accept an employee's self-certification of an illness for no more than a total of five calendar days per year. For an illness of an employee or of the employee's immediate family for which the employee requests leave of more than three consecutive workdays or if an employee has used more than five sick leave days, a certification of the illness is required from a licensed health care provider. Persons whose religious beliefs do not permit consulting of licensed health care providers may have their illness attested to by a health care practitioner recognized by the religion. If there is a reason to believe that an employee is abusing sick leave, an administrator may require an employee to produce a health care provider's certificate of illness regardless of the number of sick leave days used.
5. Workers Compensation Benefits
- Sick leave benefits provided an employee shall not be augmented with benefits paid

under the Workers' Compensation Law. (See Policy DEA-2)

6. Sick Leave for Returning Employees

Employees who terminate work with the district, then return to work for the district within the same fiscal year will be allowed one-half of the accumulated sick leave they had at termination. Employees who terminate and return in a new fiscal year will not have accumulated sick leave reinstated.

7. Payment for Unused Sick Leave at Retirement

Unused sick leave to a maximum of 120 days may be paid to employees at the following rates upon retirement:

- a. 5% after 10 years or more of service in the district.
- b. 10% after 20 years or more of service in the district or upon retirement or early retirement.

Example of person with 120 accumulated days of sick leave and 20 years of service:

$$(120 \text{ days}) \times (\text{rate per day}) \times 10\%$$

B. Personal Leave

All full time employees may be allowed leave from their school responsibility without loss of pay under provisions outlined below. Principals and supervisors are charged with administering personal leave according to these guidelines:

1. Request for personal leave shall be made in advance and approved by the employee's immediate supervisor.
2. Personal leave will be granted for the purpose of attending to personal matters that cannot be done outside daily working hours.
3. Employees are expected to use these days prudently.
4. Three (3) days of leave may be granted each year to licensed employees.
5. Three (3) days of leave may be granted each year to classified employees.
6. If leave as described in sections 4 and 5 above become exhausted employees may elect to use one sick leave day each year for personal leave.
7. Personal leave days do not accumulate from year to year.

C. Leave Without Pay

1. The use of leave without pay should be a rare occurrence.
2. An employee may request leave without pay only after all appropriate sick or personal leave days, available to the employee, have been exhausted.

3. Building administrators may approve up to two days of leave without pay per year. Administrators are charged with the responsibility of seeing that all other sections of this policy are complied with.
4. Employees requiring more than two days of leave without pay per year must have any additional days approved, in advance, by the Superintendent and reviewed by the Board.

D. Vacation Leave

1. Full time employees whose contracts or regular job assignment have them working 12 months per year are entitled to nine (9) paid days of vacation leave per year beginning July 1st and ending June 30th.
2. A maximum of five (5) unused vacation days may be carried over into the following school year.
3. The maximum number of accumulated Vacation Leave days that an employee may have at the beginning of any new school year is fourteen (14).
4. Employees must schedule use of vacation leave, in advance, with their supervisor and submit the proper leave forms to the District Office before any vacation leave is taken.
5. In the event that the District recalls an employee who is on scheduled Vacation Leave back to work to respond to an emergency condition in the District that employee is entitled to be compensated for lost vacation leave at a rate equal to the employee's daily rate of pay.
6. Any unused vacation leave remaining at the end of the fiscal year shall be brought-out at the qualifying employee's daily rate. Any unused vacation leave that is to be carried forward to the next fiscal year (maximum of 5 days) shall be deducted from any amounts eligible to be bought-out.

Positions that qualify for the unused vacation leave buy-out include:
Superintendent, Business Administrator, Administrative Assistant, Maintenance Director, Programs Director

E. Bereavement Leave

An employee may be absent a maximum of four working days as a result of death in the employee's immediate family. Days of leave taken under this provision shall be deducted from the employee's earned sick leave. Additional leave may be granted in the Board's sole discretion upon request of the employee. For the purposes of the policy, *Immediate Family* is defined as set forth in subsection (DEE-3-A-3-a) above.

F. Recuperative Leave

In addition to all days of leave provided, an employee who is physically assaulted during

the performance of regular duties is entitled to the number of days of leave reasonably necessary to recuperate from all physical injuries sustained as a result of the assault, but not to extend more than two years beyond the date of the assault. Days of leave taken under this provision shall be covered under the workers' compensation program and will not be deducted from accrued sick leave. The District shall pay that portion of the regular salary that is not provided by workers compensation.

G. Leave of Absence

Licensed employees with ten years of experience are eligible for a one-year leave of absence without any benefits. The employee must apply by March 1st of the current school year to have leave granted for the following school year. The employee will be guaranteed to be able to return to the same position he/she currently holds, or a similar position if due to in enrollment decrease, curriculum change, or other unforeseen change, the position does not exist as it did when the employee took the leave of absence. The employee is only eligible for this leave one time. The employee will retain his/her position on the salary schedule and will retain any accumulated sick leave. Medical insurance will not be provided at District expense. The employee may arrange with the District to continue coverage under the District policy. The employee is responsible for all premiums and expenses associated with the coverage for the year.

H. Military Leave

1. Any employee who is a member of a reserve component of the armed forces of the United States, other than a temporary or probationary employee, who pursuant to military orders enters federal or state active duty, active duty for training or inactive duty training, shall, upon written request, be granted a leave of absence from employment for a period not to exceed five (5) years.
2. Upon satisfactory release from the duty, training, or hospitalization resulting there from, the employee shall be permitted to return to the prior employment with the same seniority and pay as the employee would have had if he or she had not been absent on military leave. Licensure status (i.e. provisional/professional) will remain at the level that existed when military leave was granted.

I. Leave for Compliance With A Subpoena

The District shall not discharge, discipline, or otherwise discriminate against an employee solely because the employee complies with a valid subpoena to appear in a civil, criminal, legislative, or administrative proceeding. Such absence shall be without pay unless applicable paid leave is available.

J. Jury Duty

An employee of the District who is notified that he or she must perform jury duty shall immediately notify his or her principal or supervisor. Days missed due to jury duty will not count against the employee's leave time. When an employee is called for jury duty, the District will continue to pay the employee's salary, but the employee must remit to the District the fee paid for jury duty (excluding travel, lodging, and meal reimbursements) for each day served.

K. Religious Observance

The District shall reasonably accommodate an employee's request to be absent from duty in order to participate in religious observances and practices, so long as it does not cause undue hardship on the conduct of District business. Such absence shall be without pay unless applicable paid leave is available.

L. Civic Responsibilities Leave

1. Policy

- a. It is the policy of the District to encourage employees to participate in civic activities. However, the employee should avoid accepting so many responsibilities in civic or religious affairs that it reduces effectiveness in school assignments and responsibilities.
- b. Any school employee may join the political party of his/her choice and take active part in the affairs of their party, except one which advocates the forcible overthrow of the government. The employee may endorse candidates for political office, and may actively support moves for adoption of issues in which the party believes. However, no partisan political activity shall be carried on during school hours or while the employee is on duty.
- c. Any school employee may become a candidate for public or political office. In the event of election or appointment to a public office, it shall be the policy of the Board to grant the employee an unpaid leave of absence during the term of office, provided it requires the employee to be absent from their assignment for more than three (3) days per month on a regular basis or more than ten (10) consecutive days per year. If the office does not require absence from work, the Board shall pay the regular salary to the employee, provided there is not interference with his/her responsibilities.

2. Use of Sick Leave for Civic Responsibilities

- a. The Board recognizes that many employees provide significant and valuable service in civic, ecclesiastical, and professional positions throughout the county and state. From time to time these non-employment related assignments require the employee to be absent from work assignments for a short period of time.
- b. The District provides that employees may use their sick leave to cover absences for these non-employment related activities under the following conditions:
 - i. No more than three (3) days of sick leave may be used each month for Civic Responsibilities Leave. An employee needing more than three (3) days a month must request an exception from the Superintendent through their principal or supervisor.
 - ii. All Civic Leave must be pre-approved by the employee's principal or supervisor.

- iii. Civic Leave may only be approved if the employee has twenty (20) or more sick leave days available at the time the request is made.
- iv. Employees working less than 180 days a year, or less than six and one half (6.5) hours per day, do not qualify for Civic Leave.
- v. Use of Sick Leave for ecclesiastical responsibilities may be allowed for employees having responsibilities at funerals or to conduct marriages.

M. Recording of Leave Earned or Used

Employee leave earned or used is recorded in fifteen minute increments.

5. RETIREMENT

A. Retirement

The Board shall not require the retirement of any employee on the basis of age except pursuant to a valid district retirement program.

B. Utah Retirement System

1. Regular full-time employees who are employed an average of 30 hours or more per week and receive other benefits are members of the pension plan established by the state legislature and administered by the Utah Retirement System.
2. Any District employee who is a member of a retirement plan administered by the Utah State Retirement Board may purchase service credit for service specified by state law in addition to service credit earned while an employee of the District. Such credit may be purchased subject to state law and rules of the State Retirement Board at the price established according to law. The District will facilitate such purchase by collecting payroll deductions for such purpose and remitting funds to the State Retirement Board.

C. Social Security

Every District employee is covered by the federal social security system.

6. RE-EMPLOYMENT AFTER RETIREMENT

- A. If a retiree returns to work for the District, he or she will be placed on the salary schedule as is they were a new employee with the district.
- B. Retirees who return to work will be employed as provisional employees on a year-by-year basis with no expectation of employment beyond the annual contract or employment agreement. If the retiree remains a district employee for more than the three-year provisional period, he or she will regain career employee status.
- C. Retirees will have COBRA rights as defined by law.

7. CAFETERIA PLANS

- A. Through the District's payroll deduction plan, certain annuity and other investment

programs are available for employee participation.

B. Guidelines for tax-sheltered annuity program:

1. Companies will be responsible for making their own arrangements for the meetings with potential members within the District. These meetings may not be held during regular school hours. Companies wishing to distribute information related to their programs may contact the Business Office and arrange to have a limited amount of printed information distributed by the district media run once each year.
2. A minimum of five (5) full time district employees must be enrolled by a company before it can apply for payroll deductions. A company is to be interpreted as one individual company, and not a number of companies represented by one agency.
3. A minimum deduction of \$25 per month is required from each participating member. Payroll deductions will only be made on a twelve (12) month basis.
4. In accordance with IRS guidelines, employees may only make one (1) change in an annuity contract during any calendar year.
5. Once each five (5) years each tax-sheltered deduction will be reviewed and those that have dropped below the required 5 employees will no longer be able to participate in payroll deduction unless steps are taken to bring the number of employees up to the minimum. When participation drops below the required level, the employees and companies will be notified at the beginning of the review year that discontinuation is a possibility.
6. Any written material referring to the District (or member employees) must not be used without express approval from the District Business Administration.
7. Organizations must agree not to issue statements or provide materials that imply that their programs are endorsed by the District.
8. All maintain deduction slots for no more than four (4) annuity programs in any contract year. New companies wishing to offer an additional annuity opportunity, should a program slot become available, will be placed on a waiting list maintained by the Business Office. As openings occur, a screening committee comprised of a licensed and classified employee, a representative from the administrators, the Business Manager and the Superintendent shall be formed. They shall meet in the spring with potential company representatives to select a new company based on criteria developed by the committee. Representatives shall have a copy of the criteria and will make a presentation to the screening committee. Only companies approved by the screening committee will be recommended to the Board for approval to start deductions with the October 1st payroll. The selected companies will then have until September 15th of the year in which they are selected to enroll the required five (5) employees.

9. All companies requesting payroll deductions by the Tintic School District must type the following agreement language in its entirety on their own business stationary, have an authorized organization officer sign the agreement, and return it to the School District Business Manager:

We acknowledge receipt of a copy of the Tintic School District TSA Guidelines. We agree and undertake to comply with the guidelines and hereby certify that we are in compliance. We further undertake and agree to hold the District and any employee harmless from any claim, demand, damages, cost of litigation, penalties, tax (of any nature, including any claim from any party without limitation, Internal Revenue Service or any other governmental authority), or in any manner arising out of or by reason of the purchase by employees of tax deferred programs offered by our organization.

10. The District shall have only one approved cafeteria (Flex Spending) program. The approved program shall continue until the local association and a representative group of classified employees petition the Board for a change, at such time a change will be considered and recommended by a screening committee as outlined in section 9 above.
 11. The Board reserves the right to discontinue receiving new applications from any insurance company that the Board deems guilty of unethical practice.
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