

ACTON PUBLIC SCHOOLS

ACTON-BOXBOROUGH REGIONAL
SCHOOLS

SALARIED EMPLOYEES' BENEFITS
MANUAL

July 2009

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INTRODUCTION

SALARIED EMPLOYEES

Salaried Employees play a significant role in the success of our school system. This booklet constitutes guidance concerning salary and benefits for these positions.

The Superintendent or designee is responsible for overseeing all personnel administration within the school system and will establish and recommend policy and direction for salary scales, fringe benefits and all other matters related to proper administration of personnel matters.

Salaried employees are free to discuss any problems they feel appropriate with the Superintendent of Schools or the Director of Personnel but such problems should first be discussed with immediate supervisors.

The Acton Public Schools and Acton-Boxborough Regional Schools maintain their high level of service because of the excellent working relationships among all groups of employees.

SECTION 1 COVERAGE

1. This Manual covers the general benefits for all Salaried Employees. Individual contracts can exceed the provisions of this document (see Appendix 1).

SECTION 2 WORK WEEK AND WORK YEAR

1. The appropriate supervisor will establish the work week, work day and weekly hours for each position as well as the hours of employment, subject to the approval of the Superintendent. On occasion there maybe a need to alter the normal work week and hours of the employee.
2. The normal work year for these positions will be 52 weeks unless otherwise noted at the time of hire.

SECTION 3 BENEFIT ELIGIBILTY

1. An employee must work a minimum of twenty (20) hours per week to be eligible for benefits.

SECTION 4
SALARIES

1. The employee's annual salary shall be determined by the Superintendent after a consultation between the Superintendent (or designee) and the supervisor.
2. Increases in salary will be determined by the Superintendent on a yearly basis. Supervisors may recommend increases in salary beyond any cost of living or general increase during the budget process.
3. As an acknowledgment of continuous creditable service in the school systems, the Superintendent may provide longevity payments of \$500 annually, but not cumulatively, at the conclusion of every five years of service up to a maximum of \$3500, annually. Actual payment of longevity amounts will begin in the sixth, eleventh, sixteen, twenty-first, twenty-sixth, thirty-first and thirty-sixth year.

SECTION 5
LEAVES OF ABSENCE

1. Each employee shall be entitled to twelve (12) days of paid sick leave for each year during the first three (3) years of employment. Beginning with the fourth year of employment fifteen (15) paid days will be granted. Accumulated and unused sick leave shall be carried over from year to year.
2. Sick leave shall be granted and taken only when an employee is prevented from working because of actual personal illness or injury (including pregnancy and pregnancy related illness) or because of a serious illness of or injury to a member of the employee's "immediate family" or other relative of the employee's household requiring the personal attention of the employee. "Immediate family" shall be defined as the employee's spouse and parents, children of the employee and or spouses. Where individual circumstances require, the Superintendent may, in his/her discretion, expand the definition of immediate family. To be eligible for sick leave, the employee must report the illness or injury to his supervisor or his/her designated representative at least one (1) hour prior to such employee's scheduled reporting time on the first day of absence, (thirty [30] days prior to the expected birth date for pregnancy), and, if the absence continues in excess of three (3) days or other unusual circumstances exist, he/she shall furnish, upon request, evidence satisfactory to the Superintendent or his/her designee that he/she was prevented from working by the illness or injury.

3. For each day of sick leave accumulated at the start of a single, continuous, prolonged illness, staff who have exhausted their sick leave credit, may receive two (2) additional days of sick leave, if necessary, up to a maximum of sixty-six (66) days on recommendation of the appropriate supervisor, with a written statement from the staff member's doctor describing the nature of the illness and the probable duration thereof, and with the approval of the Superintendent or designee.
4. Extended leave may be used only for the illness or injury to the specific staff person and only while in the employ of the Town or District.
5. No sick leave accumulations may be considered as a basis for payment upon termination of employment.

SECTION 6
BEREAVEMENT

1. An employee shall ordinarily be entitled to three (3) consecutive days of leave without loss of pay for time necessarily and actually lost by reason of a death in the immediate household or immediate family of such salaried employee. Notification of the need for such leave shall be made to the appropriate superior or his designed representative. The members of the "immediate family" shall include the death of a parent, spouse, child, sister, brother, grandmother, grandfather, grandson, granddaughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt or uncle. Where individual circumstances require, the Superintendent may, in his/her discretion, expand the definition of immediate family. Additional days may be granted upon request with approval of the Superintendent for reasons such as: travel, distance and time, legal matters, religious reasons, delayed funeral or other unforeseen circumstances.

SECTION 7
PERSONAL LEAVE

1. Salaried employees will be granted three (3) days personal leave for the execution of personal matters which cannot be conducted outside the normal work day.
2. The leave is to be used for time actually lost for important personal reasons, if such activity cannot be carried out at any other time. It is the intent of the parties that such leave not be abused to obtain leave for such reasons as recreation or extension of holidays. Notification of the need for such leave shall be made to the appropriate supervisor as far as possible in advance

of the date of such leave. The granting of such leave shall be within the discretion of the appropriate superior.

SECTION 8
RELIGIOUS LEAVE

1. An employee shall be granted leave without loss of pay up to two (2) days in any one fiscal year for time necessarily and actually lost for observance of a recognized major religious holiday of the religious faith to which such administrator belongs when such holiday falls on a day on which administrators are required to report. The following are examples of “recognized major religious holidays” which may fall on a day on which administrators are required to report: Rosh Hashanah, Yom Kippur and Good Friday. Notification by an administrator of his or her intention to take such leave shall be made to the appropriate superior as far as possible in advance of such holiday. Whether other days are “recognized major religious holidays” shall be determined by the Superintendent upon request of the employee.

SECTION 9
FMLA

1. Employees who have worked for the districts for a least one year and who have worked 1250 hours over the previous twelve months are eligible, under the Family Medical Leave Act (FMLA), for up to twelve weeks of unpaid, job protected leave for the following reasons:
 - To care for the employees child after birth, or placement of adoption or foster care;
 - To care for the employees spouse, son or daughter, or parent, who has a serious health condition.
 - For serious health condition that makes the employee unable to perform the employees job and with the following protection:
 - For the duration of the FMLA leave, the employer must maintain the employees health coverage under any "group health plan",
 - Upon return from FMLA leave, most employee must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms,
 - The use of FMLA leave cannot result in the loss of any employment benefit that accrues prior to the start of an employee’s first FMLA leave.

SECTION 10
OTHER LEAVES

1. Other Leaves of absence may be granted without pay by the Superintendent.

SECTION 11
HOLIDAYS

1. The following are recognized as work holidays:

- | | |
|---------------------------|----------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King Day | 8. Columbus Day |
| 3. Washington's Birthday | 9. Veteran's Day |
| 4. Patriot's Day | 10. Thanksgiving Day |
| 5. Memorial Day | 11. Day after Thanksgiving |
| 6. Independence Day | 12. Christmas Day |

SECTION 12
VACATION

1. Salaried employees will receive paid vacation days according to the schedule below. Vacation time must be approved by the supervisor and Central Office. If a holiday falls during a vacation week, it will be counted as a holiday not as a vacation day. The following schedule shall apply:
 - Years 1, 2 and 3 – 10 vacation days
 - Years 4, 5, 6, and 7 – 15 vacation days
 - Years 8 and beyond – 20 vacation days
2. A maximum of one year's allotment of vacation days may be carried over from one year to the next.

SECTION 13
INSURANCE AND ANNUITY PLAN

1. GROUP LIFE INSURANCE

Benefits eligible employees may become members of the Group Life Insurance Plan, of which the Town and/or District will pay 50% of the premium and the employee 50%. This insurance shall be placed into effect as of the first day of the month following the month of hire. At this time, the amount of coverage is \$15,000. Employees who do not join the group at the inception of their employment may be required by the life insurance company to have a physical examination in order to enroll at a later date.

2. HEALTH INSURANCE

Benefits eligible employees may become members of the existing Blue Cross/Blue Shield Group, HMO Blue or Harvard Pilgrim Health Plan, at this time the Town and or the District pays 85% and the employee pays 15%. These percentages may change. Coverage includes both individual and family plans. This insurance shall be placed into effect as of the first day of employment.

3. TAX DEFERRED ANNUITY

Benefit eligible employees may authorize the Director of Finance to reduce their regular biweekly salary and remit a sum to a qualified annuity company.

SECTION 14
STAFF CHILDREN

1. The children of salaried employees may attend schools in the Acton and/or Acton-Boxborough Regional School Systems at no charge provided application is made no later than the annual date of Kindergarten registration.
2. There shall be a maximum limit of one (1) such child per grade level in grades K-8. If more than one (1) child applies for admission, then one (1) shall be selected by lottery. If a lottery is required, it shall take place as soon as possible after the above mentioned registration deadline.
3. There shall be a maximum of six (6) such children in grades 9-12. However, the application deadline in (a) above must be met.
4. The provisions of this section apply solely to regular education programs.

SECTION 15
PROFESSIONAL TIME

1. Salaried employees will be eligible for professional days upon recommendation of their supervisor.
2. Upon recommendation of the supervisor and approval by Central Office, normal expenses may be reimbursed for professional activities.

SECTION 16
JURY DUTY

1. An employee who is called for and serves jury duty on days falling within the usual work period, shall be paid for those days at the regular compensation rate less jury duty pay received, exclusive of any travel allowance, upon proof of juror's service and the amount of jury duty pay received.
2. Chapter 415 of the Acts of 1977 requires the Town of Acton and the Acton-Boxborough Regional School District to pay full compensation to employees who reside in Middlesex

County at the regular rate for the first three days on a trial jury.

3. Thereafter, Middlesex County pays a daily rate. The Acton-Boxborough Regional School District and the Town of Acton will continue to pay the employee during the jury trial.

SECTION 17

RETIREMENT BENEFITS

1. All salaried employees who work at least twenty (20) hours per week are required to join the retirement program.
2. An automatic deduction will be made on the first payroll check and the employee must file an application as a condition of employment.
3. Salaried employees who have worked at least 20 hours per week and a minimum of ten years in the system are eligible to continue in the District's health insurance program as a retiree, the cost of which will be shared on a 50/50 basis.

SECTION 18

MILEAGE

1. Salaried employees will be reimbursed at the IRS rate per mile for the use of a private vehicle for the purpose of travel between work locations.

SECTION 19

SEVERANCE

1. Upon voluntarily leave of employment, an employee with ten (10) or more years of service will receive \$50 for each year of full service. If the employee has twenty (20) or more years of service he/she will receive \$150 per full year of service and if this occurs after the age of sixty (60) the individual will receive \$200 for each full year of service.

SECTION 20

Miscellaneous

1. In the event of school cancellation due to inclement weather or other reason, employees covered by this manual are expect to report to work.

SECTION 21

Grievance

1. The aggrieved employee shall first discuss the grievance with his/her appropriate immediate supervisor to arrive at a settlement of the matter involved.
2. If the matter is not resolved to the satisfaction of the aggrieved employee and that person's immediate supervisor is not the Superintendent then the matter may be taken up with the Superintendent (or designee).
3. At the request of the employee, the Superintendent or designee will respond to the grievance in writing within ten (10) working days. This decision is final and binding.

In the event of school cancellation due to inclement weather or other reason, employees covered by this manual are expect to report to work.

SECTION 22

PERIOD OF CONTRACT AND NOTICE

1. If the contract is to be terminated by either party, notification must be given 30 days prior to contract termination day.
2. The normal period of the contract shall coincide with the fiscal year (July 1 – June 30) or portion there of.

SECTION 23

EVALUATION

1. Evaluation of work performance is critical both to insure feedback to the employee in order to promote personal and professional growth and to maintain efficient and effective operation of the organization. All monitoring of work performance will be conducted in a fair and open manner. Supervisors will share the standards and criteria that they will utilize in the evaluation process. The supervisor will prepare written documentation of areas of commendation, needed improvements and performance concerns with the employee as needed during the process. The employee will have the right to provide the supervisor with additional information regarding performance. A formal, final evaluation report will be prepared by the supervisor which will be signed by the supervisor and employee and placed in the employee's personnel file at least once every two years. The employee may respond to the evaluation report and such response will be attached to the report and placed in the personnel file.

SECTION 24
PERSONAL INJURY / PROPERTY DAMAGE

1. An employee who, as the result of an accident or assault which occurs in the course of his/her employment, is injured and is required to be absent from his/her duties as an administrator will be paid his/her full salary (less any sick leave, workmen's compensation or any other disability income benefits paid by the District to which he/she may be entitled) for the period of his/her absence. A claim under this section must be supported by satisfactory evidence if the Committee so requests. The Committees reserve the right to retain a physician at their own expense who may determine the condition of the administrator.
2. An employee who, in the course of employment and through no fault of his or her own, sustains damage or destruction to personal property owned by the employee due to vandalism or theft of such property or as the result of an accident to property necessarily on school property due to the employee's duties, shall be reimbursed 75% of the difference between the fair market value and any insurance settlement.
3. This section shall not apply to personal means of transportation (car, truck, motorcycle, etc.) except on such days when the employee was able to claim mileage reimbursement provided the vehicle is parked in a legal parking place or in a place appropriate to work being done by the employee.