Ridley School District

Classified Support Personnel

Specialized Support Personnel Handbook

2022-2023

It is the mission of the Ridley School District to create a caring environment that gives all students the opportunity to achieve their fullest personal and academic potential in order to become productive and responsible citizens.
Ridley School District  
Classified Support Personnel Handbook  
Specialized Support Personnel

As part of an ongoing effort to consolidate may aspects of the Ridley School District support employee programs, the following reflects an attempt to treat, in a fair and consistent manner, the rules, regulations, wage schedules, and benefits, as these and other items impact on support personnel.

For reference purposes, this handbook encompasses all personnel areas with the exception of those professional employees represented by the recognized bargaining unit as certified by the Pennsylvania Labor Relations Board under Act 195. These classified areas include, but are not limited to the following:

- Paraprofessionals: library, instructional, noninstructional, nurse assistants (health room aides-RN), technology, behavior specialists
- Custodial: building, head
- Food Service: manager, department head and assistant, cook manager, head cook, head and first assistant cashier, breakfast and routine worker
- Maintenance: foreman, skilled/certified, mechanical/general
- Secretarial: coordinator, 10 and 12 month
- Transportation: driver, aide
- Technology: system administrators, managers of system, hardware specialist, technology specialist

None of the articles discussed in this handbook are intended to be contractual; moreover, the contents are to be used by the support employee to assist in understanding the School District’s policies and procedures as they affect the employee’s position within the School District.

**DEFINITIONS**

Please note that effective 1 July 1987 our classified/support employees were divided into two distinct areas for discussion and placement purposes.

**Hourly Employee** – a school district classified employee (part-time or full-time) whose wages are computed in terms of a fixed hourly rate multiplied by hours on the job.

**Salaried Employee** – a school district classified employee whose wages are computed in terms of a regularly paid annual stipend or fixed amount for services rendered.
All employees, hourly and salaried, who participated in the school district’s benefit programs prior to 1 July 1987 will continue to do so if the employee desires to participate, unless the employee’s position would change, thereby affecting his eligibility.

Hourly employees, hired after 1 July 1987, and any hourly employee who has not participated in the school district’s benefit programs prior to 1 July 1987 will not be eligible for participation in the benefit program, except where law mandates it, unless the employee moves into a position that would make him or her eligible.

EQUAL RIGHTS AND OPPORTUNITIES

In order to comply with Federal and State law, it is necessary for the Board of School Directors of Ridley School District to publish its equal rights and opportunities policy, to appoint directors and to approve a grievance procedure under that policy.

To comply with Federal laws, including Title IX of Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964 and Title II of the American With Disabilities Act of 1990 (ADA), State laws, and State Department of Education regulations concerning equal rights and opportunities and to assure these within our school community, Ridley School District declares itself to be an Equal Rights and Opportunities school district. It does not discriminate against individuals or groups because of race, color, national origin, religion, age, sex, marital status, or disability. Ridley School District's commitment to non-discrimination extends to students, employees, prospective employees, and the community.

Equal Rights and Opportunity Director

Compliance Director and Areas of Responsibility
The district administrator overseeing Human Resources/Personnel is designated as Equal Rights and Opportunities Director for Ridley School District.

It is the Director's responsibility to make certain that all educational programs and activities and all employment practices are free from discrimination on the basis of those conditions stated in the policy. This responsibility includes instructing appropriate persons in the Ridley School District in the provisions of the laws and regulations concerning equal rights and opportunities and fair employment practices. This district administrator can be reached at the Ridley School District, 901 Morton Avenue, Suite 100, Folsom, Pennsylvania 19033, or by telephoning (610) 534-1900 and requesting to speak to the human resources/personnel administrator.

Grievance Procedure Under Equal Rights and Opportunities

Any student or employee of this district who believes he or she has been discriminated against, denied a benefit, or excluded from participation, in any district education program or activity, on the basis of race, color, national origin, sex, age, religion, marital status or disability, in violation of district policy, may file a written complaint with the appropriate compliance administrator designated by the Superintendent. The compliance administrator shall cause a review of the written complaint to be conducted and a written response mailed to the
complainant within ten working days after receipt of the written complaint. A copy of the written complaint and the compliance administrator's response shall be provided to the Superintendent and each member of the Board of School Directors. If the complainant is not satisfied with such response, he or she may submit a written appeal to the Board of School Directors indicating with particularity the nature of disagreement with the response and his or her reasons underlying such disagreement within ten (10) days after receiving the written response.

The Board of School Directors shall consider the appeal at its next regularly scheduled Board meeting following receipt of the response. The Board of School Directors shall permit the complainant to address the Board in public or closed session, as appropriate and lawful concerning his or her complaint and shall provide the complainant with its written decision in the matter within ten (10) days following completion of the hearing.

**AFFIRMATIVE ACTION**

The Board of School Directors reiterates the policy of Ridley School District and the administrative staff to continue working toward improving the recruitment, employment, development and promotional opportunities for minority employees and for women. Equal employment opportunity for all persons regardless of race, color, national origin, religion, age, sex, marital status, or disability is a fundamental policy of Ridley School District. Equal Employment Opportunity is a legal, social and moral necessity of the school district. This policy also applies to purchased services, contracts for suppliers and other agreements between the Board and other agencies, institutions and companies who must be equal opportunity employers.

Recruitment and Selection of Personnel
It is the duty of the Superintendent of Schools, with the assistance of other administrative Personnel, to recruit, interview, and recommend the best-qualified available applicants for all district positions as a result of vacancies or the creation of new positions.

Equal opportunity will be given to all persons in this selection regardless of race, color, national origin, religion, age sex, marital status, or disability. It is the policy of the school district to continue toward improving the recruitment, employment, development, and promotional opportunities for minority employees and for women.

Announcements
Newly created positions of a supervisory or managerial nature and vacancies, which occur in positions of a supervisory or managerial nature, will be publicized to the entire staff by District posting. All positions will be considered on the basis of the School District’s commitment to its equal rights and opportunities policy.
AMERICANS WITH DISABILITIES ACT (ADA)

The Ridley School District in accordance with the provisions of the Americans With Disabilities Act (ADA) prohibits discrimination against persons with disabilities.

A qualified individual with a disability is an individual who, with or without reasonable accommodation, can perform the essential functions of the job. A disability is:

- a physical or mental impairment that substantially limits one or more of the major life activities of such an individual. (e.g. asthma, AIDS, diabetes, epilepsy, alcoholism, etc.)
- a record of such an impairment.
- being regarded as having such an impairment.

There are a limited number of impairments, which are not considered to be disabilities. These include:

- temporary conditions such as broken limbs, appendicitis, and influenza.
- pregnancy
- physical characteristics such as height, weight, eye color, or hair color that are within normal ranges.
- common personality traits such as poor judgment or a quick temper.
- most sexual behavior disorders.
- compulsive gambling
- kleptomania
- pyromania

An individual who cannot, without reasonable accommodation, perform the essential functions of the position held or desired is not otherwise qualified under the provisions of ADA.

A fundamental aspect of the ADA is its requirement that employers make reasonable accommodations, unless it can prove an undue hardship or direct threat, to the known disabilities of applicants and employees. Reasonable accommodation is required in three areas:

1. To permit an employee to perform the essential functions of the job.
2. In testing and application procedures.
3. To permit a disabled employee to enjoy benefits and privileges of employment that are “equal to” those afforded similarly situated non-disabled employees. This could include access to non-work areas such as break rooms and lunchrooms and participation in employer sponsored parties and picnics. The EEOC has stated that substantially equivalent benefits and privileges are acceptable.

The ADA lists specific reasonable accommodations including:

1. Making existing facilities (work and non-work areas) accessible to disabled individuals.
2. Job restructuring of non-essential, marginal job functions. This may involve transferring the function to another position.
3. Job reassignment:
   a. This is limited to current employees. Reassignment is not available to applicants.
   b. Bumping is not required.
c. If possible, reassignment should be to a substantially equivalent position.
d. In general, reassignment should only be considered when other accommodations pose an undue hardship.
e. Reassignment cannot be used to segregate disabled employees to a particular job position.

4. Part-time or modified work schedules.
5. Granting unpaid leave.
6. Acquisition or modification of equipment.
7. Providing qualified readers or interpreters, but not personal items such as glasses and hearing aids.
8. Adjustment or modification of exams, training materials or policies.

In determining whether a reasonable accommodation can be made and what the accommodation should be, the employer and employee should be engaged in an interactive process. The employer is not required to provide the “best” accommodation or the one selected by the employee so long as it is sufficient to meet the job-related needs of the individual being accommodated. If the employee is found to be a qualified individual with a disability, the Ridley School District will have sixty (60) days from the date of the qualification findings to develop and implement provisions of reasonable accommodations to the known physical or mental limitations of the qualified employee with a disability. Employers are only required to accommodate known disabilities, it is the responsibility of the individual with a disability to inform the employer that an accommodation is needed.

As an employee or prospective candidate if you feel that you have a qualifying disability, please contact the district human resources/personnel administrator.

FAMILY AND MEDICAL LEAVE ACT (FMLA) Policy 335

The details of the Family and Medical Leave Act (hereinafter referred to as "FMLA") guidelines are to be left to the discretion of the Superintendent, the guidelines must adhere to the following basic principles from the District policy:

1. Guides advising employees of their rights and responsibilities shall be developed and posted.
2. All requests for leave (both FMLA leave and non-FMLA leave) shall be made in writing.
3. If an employee requesting an FMLA leave qualifies for and is entitled to any paid leave under an agreement, School District policy or statutory mandate, the employee must utilize said leave during the FMLA leave.
4. Medical certification forms as allowed by the FMLA shall be required whenever authorized by the FMLA, except that the School District's current practices with respect to sick leave shall not change.
5. Employees shall be required to provide a "fitness for duty" certificate upon returning from an FMLA leave when the leave was taken because of the employee's own serious health condition.
6. For purposes of determining whether an eligible employee under the FMLA has exhausted the twelve weeks of leave "in any twelve-month period," the School District
shall utilize a rolling twelve-month period measured backwards from the date leave is used so as to avoid "stacking" of back-to-back leave entitlement.

7. Employees are required to utilize FMLA leave. Leaves shall be designated as FMLA if the nature of the leave is covered by the FMLA and exceeds 10 days. If they qualify for other available leave to which they may be entitled, FMLA shall run concurrently.

8. The employee must establish, through medical certification, that there is a medical need for such a leave (as distinguished from voluntary treatments and procedures).

9. If any employee has paid premiums prior to the start of an FMLA leave for health insurance, the employee must continue to pay such premiums on the same terms and conditions as if the employee had continued to work. If the employee is delinquent in the payment of any premium by thirty days or more from the due date for the payment, the School District shall have the option to terminate coverage or to pay the employee's premiums and take action to recover the premiums from the employee. If any employee fails to return to duty after taking an FMLA leave, the School District shall recover premiums that were paid on behalf of the employee.

10. Eligibility for an FMLA leave shall be based entirely on the eligibility criteria established by the Family and Medical Leave Act. This policy shall not be construed to expand eligibility for an FMLA leave beyond what is required by the Act.

11. Notwithstanding anything herein to the contrary, this policy shall not restrict or limit any rights employees have to any leaves pursuant to any applicable agreement.

12. This policy was adopted, in part, because of the enactment of the Family and Medical Leave Act. Should that Act be repealed or declared invalid, in whole or in part, this policy shall become wholly void and a new policy will be adopted if and as necessary to comply with law.

HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)

The Health Insurance Portability & Accountability Act of 1996 (HIPAA) contains provisions which health insurers must take to ensure that the privacy of health issues are safeguarded for employees. This is true for all members of Ridley School District.

All personnel records, which include medical data, prescription information, pre-existing health conditions, flexible spending accounts, whether medical or dependent/elder care, are kept securely locked at all times. FMLA situations, which arise, are kept confidential in the individual’s business personnel file. Access to these records is available to very limited personnel.

Electronic submissions, that would include additions, deletions, changes for medical, prescription, dental and vision care, as well as flexible spending accounts which are offered to employees, are done through Internet access using a secure user name and password, (this is changed periodically) which is also kept confidential. Here at Ridley, the Benefits Coordinator transmits this type of information.
Employee health information should not be used as a criterion for employment.

Social security numbers and birth dates should be kept on a confidential level.

Members’ medical claims and situations are not openly discussed and any paper matter, that may arise, is kept securely locked in each individual’s business personnel file.

Individuals not involved with handling medical benefits, claims’ questions, etc., are not permitted at any time to discuss employees’ absences, reasons for these absences or anything pertaining to employees’ medical conditions. Information will be released on an individual basis to the proper person here at Ridley School District for resolution only after a signed authorization to release private health information (PHI) has been signed by the employee.

Medical documentation should be submitted in a sealed envelope that is marked confidential to the Benefits Coordinator, Business Manager, or the administrator overseeing human resources, these individuals serve as Privacy Officers for HIPAA. Any mail that is not addressed to a specific person and has a return address of a medical nature should be handed to these Privacy Officers as well.

**SEXUAL HARASSMENT POLICY 348**

It is the policy of the Ridley School District to maintain a working and learning environment free from sexual harassment. Sexual harassment is hereby prohibited. Any employee of the District who engages in conduct, which constitutes sexual harassment as defined in this policy shall be subject to discipline up to and including discharge. Any employee of the District who is subjected to sexual harassment in the course of his or her employment or as a result of his or her employment with this school district shall have the right to file a complaint under this policy. Any student who is subjected to sexual harassment in the course of his or her tenure as a student in this school district shall have the right to file a complaint under this policy.

**Definition of Sexual Harassment**

Sexual harassment is a form of sex discrimination prohibited by Titles VII and IX of the Civil Rights Act of 1964, as amended, and the Pennsylvania Human Relations Act. The following behavior constitutes prohibited sexual harassment for the purposes of this policy:

1. unwelcome sexual advances; or
2. requests for sexual favors; or
3. other unwelcome verbal or physical conduct of a sexual nature, where
   a. submission to such conduct is explicitly or implicitly required to the recipient; or
   b. submission to or rejection of such conduct is used as the basis of school or work related decisions affecting the recipient; or
   c. such conduct has the purpose or effect of unreasonably interfering with the recipient’s work or school performance or of creating an intimidating, hostile, or offensive working or learning environment.

**Consequences of Violation of Policy by Employees**
Any employee of this District who is found to have engaged in conduct constituting sexual harassment may be subject to discipline up to and including discharge. In addition, any employee or student found to have violated this policy may be required to participate in educational or training activities, counseling, or mediation, as a condition of continued employment. Determination of the appropriate disciplinary sanctions or educational or conciliatory requirements shall be based upon the circumstances of the individual case, considering the following factors among others:

1. severity of the misconduct;
2. pervasiveness or persistence of the misconduct;
3. effect on the victim or victims; and/or
4. intent of the perpetrator.

Complaint Procedure

1. The District Sexual Harassment Liaison is the central office administrator that oversees human resources. It shall be the said individual’s responsibility to promptly and thoroughly investigate any and all sexual harassment complaints received or referred by other District staff, and make recommendations to the Superintendent based upon that investigation.

2. Each building principal shall designate one individual to receive sexual harassment complaints from staff and students in that building. Each school year, staff and secondary students shall be notified of the identity of the designated individual, and shall be informed that the said individual is available to receive sexual harassment complaints, answer questions concerning sexual harassment, and assist in resolving problems within the building which may involve sexual harassment. The verbal or written complaint shall contain, at the very least, the name of the Complainant, the allegations complained of, the name of the individual responsible for the actions complained of, and/or any pertinent dates or names of possible witnesses. Sexual harassment complaint forms shall be made available in each school office for individuals who would prefer to file such complaints in writing.

3. Students and staff shall also be informed that they may lodge sexual harassment complaints with other appropriate individuals in the district. Students may lodge complaints with teachers, counselors, nurses, or administrators. Staff may lodge complaints with their building principals or the District Sexual Harassment Liaison, or may lodge complaints through their union representatives.

4. In the case of sexual harassment complaints lodged by staff members with the building principal or principal’s designee, the principal or designee may, at the complainant’s request, attempt to resolve the problem informally. If an informal resolution satisfactory to the complainant is reached, no further investigation or action by the District is required.

5. All other complaints not informally resolved to the complainant’s satisfaction, and all complaints lodged by students against staff, shall be referred to the Sexual Harassment Liaison, who shall initiate an investigation which shall include, but not be limited to, the following:
   a. interview of complainant
   b. interview of accused
c. interview of any other persons with personal knowledge of the allegations of the complaint.

6. Investigations of complaints shall be initiated within five (5) business days of the filing of the complaint. The term “initiate” as used in this context would include the commencement of the preliminary steps of an investigation including such things as the review of the complaint and the scheduling of interviews.

7. All employees involved in such an investigation shall maintain strict confidentiality.

Disposition of Complaint

1. Although investigations should be done as expeditiously as possible, an investigation shall be continued until the District Sexual Harassment Liaison (DSHL) can make a judgment as to whether or not the complaint is substantiated. However, within thirty (30) days of receiving the complaint, the DSHL should issue findings regarding the investigation and note whether or not additional time is necessary in which to investigate the complaint.

2. After an investigation has been conducted, and the DSHL has determined whether charges are substantiated or not, the DSHL shall either within forty-five (45) days of receiving the complaint:
   a. if the charges are not substantiated or inconclusive inform the Complainant of the same in writing within three (3) days of the conclusion of the investigation; or
   b. if the charges are substantiated, inform the Complainant of the same in writing within three (3) days of the conclusion of the investigation. The individual charged in the complaint will have ten (10) days in which to appeal the findings of the SHL’s investigation to the Superintendent subject to the limitations identified below:
      i. If the conclusion of the investigation results in disciplinary action on the part of the district of district employees covered by a grievance procedure in a collective bargaining agreement, the employee shall utilize either the grievance procedure in the collective bargaining agreement, or
      ii. may appeal the finding to the Board of School Directors, but not both.
   c. upon completion of an investigation, and any steps, which follow, all records and documents generated shall be confidential and shall be dealt with in accordance with the School District’s policies on student records and employee personnel files.

3. In a case investigated by the District Sexual Harassment Liaison (DSHL), the results of the investigation shall be reported in writing to the Superintendent, the complainant, and the accused. Such report shall include a conclusion and a summary of facts upon which such conclusion is based, and a recommendation as to remediation, if appropriate.

4. If the DSHL concludes that unlawful sexual harassment has occurred, the Superintendent shall determine appropriate remediation and/or discipline. Any disciplinary action shall be subject to limitations of the School Code and other applicable law and any applicable bargaining agreement.

5. If the DSHL concludes that no unlawful sexual harassment has occurred, the parties and the Superintendent shall be so notified. Under no circumstances shall any record of a
complaint, which is found to be without basis be released to any person other than the complainant, the accused, and the Superintendent, without consent of the accused, except by order of the court.

6. If the investigation is inconclusive, the Liaison shall so state in his or her report. The Superintendent may, in his or her discretion, order the complainant and the accused to participate in non-disciplinary remediation, including but not limited to meeting, training, counseling, or mediation. Under no circumstances shall an accused or a complainant be disciplined based upon an inconclusive investigation.

7. If the DSHL concludes that the accused is not guilty of unlawful sexual harassment, and the complaint was lodged in bad faith, then the Superintendent may impose appropriate discipline on the complainant, subject to limitations of law and applicable collective bargaining agreements. In addition, if the DSHL concludes that the accused retaliated against the complainant in any way because of the complaint, then the Superintendent may impose appropriate discipline on the accused, subject to limitations of law and applicable collective bargaining agreements.

8. Upon receiving a written request appealing the findings of the investigation, the Board of School Directors, through its solicitor shall set a hearing date. The hearing date will be set and held within forty-five (45) days of the receipt of the request to appeal. The Board shall render a decision on any matter brought before it. The decision shall be based upon all evidence presented at the hearing.

9. The Board shall refrain from undertaking a prosecutorial role in any proceeding brought before it.

10. Whenever the Public School Code of 1949, as amended, or any other Federal or State Statute applies, these procedures shall not be interpreted so as to be in conflict with them. As required by the Public School Code of 1949 and other applicable laws, hearings will be public unless the individual involved requests a private hearing. If required by the Public School Code of 1949 and other applicable laws, at hearings before the Board, a stenographer shall be present to record the proceedings at the expense of the School District. If required by the Public School Code of 1949 and other applicable laws, parties at the hearing shall have the right to be represented by counsel; in any case the right to present evidence and witnesses and the right to cross-examine any witnesses presented. The Board’s decision shall be in writing and shall be issued not more than ten (10) days after the date of the hearing. The Board’s written decision shall be mailed to each party of record not more than ten (10) days after the date of the decision.

**NO SMOKING**

As part of the regulatory scheme in Ridley School District and in an effort to further the goal of consistency among ongoing school programs directed against smoking, supplement the role modeling efforts of parents who fail to direct their children against smoking, generate respect among students for school authority, thereby improving discipline, lend recognition to the plight of non-smokers; and to reflect and emphasize the hazards of smoking, the Board of School Directors enforces a Non-Smoking Policy.
Definitions

1. “School District Property” includes school building, school buses, or any other property owned, leased or controlled by the Ridley School District.
2. “Smoking” shall include the possession of a lighted cigarette, cigar, pipe, or other lighted smoking device.
3. “Tobacco Use” shall include smoking and the use of smokeless tobacco in any form.

Since 1 June 1991, tobacco use on all School District property has been prohibited. The prohibition of tobacco use by students, employees, and the general public extends during and after regular school hours.

Since 3 February 1997, anyone who possesses or uses tobacco in a school building, a school bus or on school property owned by, leased by, or under the control of a school district, commits a summary offense.

An individual who commits an offense under this policy shall be subject to prosecution initiated by the Ridley School District and shall, upon conviction, be sentenced to pay a fine of not more than $50.00 for the benefit of the District, and to pay court costs.

WORKPLACE SAFETY

It is the goal of the Ridley School District to provide a workplace free from unreasonable risk of injury or disease. Towards that goal, a workplace safety committee is established in accordance with the terms and conditions of the District policy. The responsibility for promptly reporting unsafe conditions falls on all District employees. In the event of an accident, the reporting form must be accurately completed in a timely fashion. Employees injured while completing their duties are required to follow District procedures regarding worker’s compensation as outlined on page 18.

All employees are to practice the guidelines established under the universal precautions policy when dealing with an accident location.

The misuse and abuse of drugs, including alcohol is a very serious problem with legal, physical and social implications for the entire school community. As such, the Board is very much concerned about the problem that may be caused by drug use by its employees, especially as the use relates to the safety, efficiency, and productivity of its employees. The primary purpose and justification for any action would be the protection of the health, safety and welfare of students, staff, and school property as outlined by District policy.

POLICY UPDATES

As an employee in the Ridley School District, you are responsible to follow district policy at all times. This handbook is not meant to serve as a complete listing of the District’s policies, but it is to serve as a guide for applicable policies for this job classification. Additional policies can be found on the district website, in the policy manuals located in each building, or by contacting the Board Secretary. Policies generated in the future are released by the Board of
School Directors after the policy approval at a public meeting. The approved minutes of the public meeting are emailed to all district employees.

**SPECIALIZED SUPPORT PERSONNEL**

**Group Membership**

This Agreement provides for all specialized support staff working a minimum of four (4) hours per day.

*Department and job classifications*

- Behavior Support Personnel
- Registered Nurses
- Technology Specialists

**CALENDAR/SCHEDULE**

**Length of Agreement**

The length of the agreement for classified/support employees is contingent upon the department and job classification to which the employee is assigned.

This Agreement will become effective 1 July 2022 and be in force for a period of (1) year.

2022-23

**Workday**

The length of the workday for classified employees is contingent upon the department to which the employee is assigned. Work schedules are fixed by job assignment and classification and any adjustments must have the expressed written approval of the Superintendent of Schools or designee. The building level supervisor may adjust task assignments.

<table>
<thead>
<tr>
<th>Job Assignment/Classification</th>
<th>Paid Hours</th>
<th>Regular Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registered Nurses</td>
<td>4 – 7.5</td>
<td>Varies on assignment</td>
</tr>
<tr>
<td>Behavior Support</td>
<td>4 – 7.5</td>
<td>Varies on assignment</td>
</tr>
<tr>
<td>Technology Specialists</td>
<td>7 hours</td>
<td>Varies on assignment</td>
</tr>
</tbody>
</table>
**Work Year**

The length of the work year for classified/support employees is contingent upon the department and job classification to which the employee is assigned. Emergency closing days will be paid. Make up days for emergency closings will not generate additional pay. Employee arrival time on delayed openings will be at the direction of the supervisor.

<table>
<thead>
<tr>
<th>Job Assignment/Classification</th>
<th>Days Worked</th>
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<tbody>
<tr>
<td>Registered Nurse</td>
<td>188 days</td>
</tr>
<tr>
<td>Behavior Support</td>
<td>188 days</td>
</tr>
<tr>
<td>Technology Specialist</td>
<td>261 days</td>
</tr>
</tbody>
</table>

**Lunch Periods**

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<th></th>
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<tbody>
<tr>
<td>Registered Nurse</td>
<td>½ hour</td>
</tr>
<tr>
<td>Behavior Support</td>
<td>½ hour</td>
</tr>
<tr>
<td>Technology Specialist</td>
<td>1 hour</td>
</tr>
</tbody>
</table>

**RESPONSIBILITIES**

**Assignments and Transfers**

Once employed by the School District through the action of the Board of School Directors at a public session, assignments and transfers are made at the discretion of the Superintendent of Schools, or designee, in accordance with board policy and job descriptions developed by the district’s administrative staff.

Transfers and reassignments are considered based upon the best educational experience for the students involved. Employees seeking a change in assignment must submit the request in writing to the central office administrator in charge of human resources. Reassignment may be possible, but there is no guarantee when a transfer request can be honored. Every effort will be made to communicate assignment plans when appropriate.

**Dress Code**
Employees are expected to serve as role models for students in the assigned buildings. While the nature of these job classifications require above average movement responsibilities, the adults should dress appropriately and professionally. Blue jeans, flip-flops, and t-shirts are examples of inappropriate attire and should not be worn. The written student dress code may serve as a guide for appropriate dress.

**In-Service Training**

The school district will arrange to provide computer training and in-service for those classified, support personnel required to use and have access to school district related computer technology and other instructional programs. The Superintendent of Schools, or designee, must preapprove all programs and courses.

Employees within these job classifications will receive their regular hourly rate if they are required to attend in-service training, which takes place in addition to the scheduled workdays, unless there is a tuition expense for an instructional program. In place of the hourly rate, the district may cover the charges for the program. Employees may not receive regular pay and tuition reimbursement.

**Personnel File**

Any employee shall have the right to review the entire contents of his/her personnel file. An appointment may be scheduled with the office of human resources for the purpose of reviewing the file.

No unfavorable material about an employee shall be placed in his/her file without his/her knowledge. The party submitting such material shall sign all unfavorable material. A copy of all unfavorable material shall be sent to the employee. The employee may answer any material in the file, and such answer shall be attached to the file.

The contents of the file are to be considered confidential and are available to administrative personnel or their designees. No information shall be released to persons other than those designated without the written consent of the employee.

**Termination of Employment**

When an employee wishes to end employment with the School District, said employee must give a written notice of no less than ten (10) school days.

**PAYROLL**
Payroll Payment

Payroll disbursement will occur over 26 pay periods (27 during select calendar years). Employees will be paid bi-weekly in accordance with the school year or fiscal schedule provided by the School District’s Business Office. Employees are eligible for and encouraged to use direct deposit.

If a pay date should fall on a school holiday, paychecks will be distributed on the last working day prior to the holiday. These checks will not be available for payment until on or after the check date.

Payroll Deductions

Beyond the usual, customary, and normally fixed payroll deductions such as federal and state taxes, social security, etc., the School District’s Business office is authorized to process the following payroll deductions:

Wage Tax: Ridley School District employees who live or work in the Borough of Eddystone and the City of Philadelphia must pay Eddystone Borough or Philadelphia Wage Tax.

Retirement: Ridley School District employees who are expected to work 80 days or 500 hours, and those working full-time shall be required to be members of the Pennsylvania Public School Employees’ Retirement System and pay the appropriate charges as mandated by the state.

Emergency Medical Services Tax: Ridley School District employees must pay the “EMS tax.” The District will deduct the tax in accordance with tax governance. The tax should be deducted from your primary employer. Proof of payment from another employer must be submitted by February 15 to the Business Office to avoid a double payment. Employees that feel the tax was taken in error may apply to the Central Tax Bureau for a refund the following January.

When Authorized by the School District employees, the business office will process the following payroll deductions: Checking, Savings, Vacation Club, Christmas Club, court orders, 403b, wage garnishments, United Way Fund, Credit Union, other approved deductions. Medical, Health Benefit, and Income Protection may be deducted when applicable.

BENEFITS

Child Rearing Leave

An employee who is expecting or whose spouse is expecting the birth of a child, or who expects to adopt a child, and who wishes to continue employment following a period of absence taken for the purpose of rearing the child, shall be granted a child rearing leave of absence with pay under the guidelines of FMLA.

An employee who wishes a child rearing leave of absence without pay must submit a request for such leave, in writing, to the office of the Superintendent not later than forty-five (45) days prior to the proposed effective date of the child rearing leave.
The written request for child rearing leave shall specify the expected date of birth or adoption of the child and shall specify the anticipated beginning and ending date of the leave. The official date for the beginning of the leave is the date of birth or adoption of the child.

Pregnant employees will not be required to leave prior to childbirth unless they can no longer satisfactorily perform the duties of their position as certified by their physician, and the certificate being submitted to the Superintendent.

Unless otherwise approved by the Superintendent, all childrearing leaves shall be for at least thirty (30) calendar days. The maximum length of the child rearing leave shall be eighteen (18) months.

An employee who has been granted a child rearing leave of absence and who wishes to terminate the leave prior to the approved termination date may do so. A request for an early termination of an approve child rearing leave must be made in writing to the office of the Superintendent at least thirty (30) days prior to the new termination date requested.

An employee who has been granted a child rearing leave of absence and who wishes to have the leave extended may request approval of an extension by making a written request for extension to the office of the Superintendent.

**Bereavement Leave**

All bereavement leave must be taken for funeral business only and used within a six month time period of the death occurrence.

*Death in Family – Immediate Family*

Whenever an employee shall be absent from duty because of the death in the immediate family, there shall be no deduction in salary or wages of said employee for an absence not in excess of five working days. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandchild or near relative residing in the same household, or any person with whom the employee has made his home.

*Death in Family – Near Relative*

Whenever an employee is absent because of the death of a near relative, there shall be no deduction in the salary or wages of said employee for absence on the day of the funeral. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law.

**Jury Duty**

In order for an employee to receive his normal workday’s salary or wages, the employee must submit the jury commission’s payment of the daily rate to the School District’s Business Office. Upon receipt of the daily rate payment, the Business Office will authorize the disbursement of the employee’s normal workday salary or wages in his bi-weekly pay. The
jury commission’s daily rate does not include the travel allowance given to the jurist; the employee should keep this payment. An employee may not opt to “donate” jury duty payment through the court system. Any donation shall also cause a forfeiture of the normal workday’s salary or wages.

**Personal Leave**

At the beginning of each school year, eligible employees shall be credited with a personal leave allowance of two (2) days. The unused portion of such allowance shall accumulate as sick leave from year to year without limitations. For employees serving as a registered nurse, behavior specialist or technology specialist, the unused portion of such allowance shall accumulate as personal leave up to five (5) days, and any remaining balance shall convert to sick leave from year to year without limitations.

Eligible employees desiring to use a personal day are required to submit, one week in advance of the day desired to be used, the proper form designated as “Request for Approval of Absence.” In emergency situations, the form may be submitted upon return to duty. When a substitute worker is required, personal leave days must be taken as full days, no half days permitted.

**Sick Leave**

Employees hired prior to 1 July 1987, registered nurses, and behavior support shall be credited with a sick leave allowance of ten (10) days. Technology specialists shall be credited with a sick leave allowance of twelve (12) days. The unused portion of such allowance shall accumulate from year to year without limitations. If an employee leaves before the end of the school term, or begins employment after the start of the school term, sick leave days shall be prorated to actual time employed; i.e. one (1) day for each full month employed.

Employees hired for less than five (5) hours shall have sick leave prorated proportionately as part-time employees.

Failure to comply with the procedures listed below may result in a loss of salary or wages for the day(s) of absence. For an employee to be eligible for sick leave pay the following procedure must be followed:

1. The employee must call the district office at extension 1100 to report an absence before 7:00 a.m.
2. When reporting out sick, please speak clearly and leave your name, position, and school.
3. The appropriate School District form “Certification of Illness for Sick Leave Pay,” which is available from the employees’ immediate supervisor or the Business Office, must be properly completed and delivered to the immediate supervisor on the day following the absence. The immediate supervisor will then submit the form to the Central Administration Office for processing.
Employees will be requested to present a doctor’s note for absences exceeding three (3) consecutive work days. An employee who is present and then, because of illness, is unable to continue, shall not forfeit any sick leave allowance in excess of one-half day for that day.

The employee’s attendance card shall serve as the official record of employee attendance.

Paid Holidays
Fiscal employees (twelve month) shall be eligible for a number of paid holidays as adopted by the Board of School Directors. The schedule for these holidays shall be published at the beginning of each fiscal year.

Vacation
Fiscal year (July 1 to June 30) vacations are offered to all eligible, salaried fiscal year employees. The vacation schedules are based on length of service with the school district as a salaried fiscal year employee calculated from July 1 of each fiscal year. New hires on or after July 1 of each year the date of hire as a salaried fiscal year employee will serve as the starting date of vacation accrual until the end of the employee’s first fiscal year with the school district.

Vacation Schedule
1. Effective Anniversary Date of Hire to June 30 = One (1) Earned Vacation Day per month to a maximum of Ten (10) Days per fiscal year for new hires.
2. Current Length of Employment
   Equal to 1 year and less than 5 years = 10 vacation days
   Equal to 5 years and less than 10 years = 15 vacation days
   Equal to 10 years and less than 16 years = 20 vacation days
3. One vacation day per year will be added for each year of current employment after 16 years to a maximum of 25 vacation days.
   Equal to 16 and less than 17 = 21 vacation days
   Equal to 17 and less than 18 = 22 vacation days
   Equal to 18 and less than 19 = 23 vacation days
   Equal to 19 and less than 20 = 24 vacation days
   Equal to 20 + years = 25 vacation days

Any newly hired employee within the classified, support staff departments who is considered a salaried fiscal year employee will have his or her earned/accrued vacation schedule commence with his or her effective date of hire as a salaried fiscal year employee.

Thereafter, earned vacation accrues at the rate of one vacation day, or pro-rated thereof, per month employed to a maximum of ten (10) vacation days for the first year of employment. The total accrued vacation days must be used during the next fiscal year beginning July 1; thereafter, all earned vacation days must be used during the fiscal year immediately following the fiscal year in which the vacation days were earned and accrued. A fiscal year begins July 1 and ends June 30.

*Pro-rated vacation accrual: 1 day to 15 days per month employed = ½ of a vacation day
16 days to 31 days per month employed = 1 vac. Day
Examples:

A. James Smith was hired as a full-time custodian effective September 10, 2020. The Ridley School District Board of School Directors approved the effective date of hire at its October 2020 meeting.

Effective Date of Hire 09-10-20 to 09-30-20 = 1 vac. Day earned
Oct., 2020 = 1 vac. day earned
Nov., 2020- = 1 vac. day earned
Dec., 2020 = 1 vac. day earned
Jan., 2021 = 1 vac. day earned
Feb., 2021 = 1 vac. day earned
Mar., 2021 = 1 vac. day earned
Apr., 2021 = 1 vac. day earned
May, 2021 = 1 vac. day earned
June, 2021 = 1 vac. day earned
(10) Total Accrued Vacation Days to be used after 07-01-21

B. Alice Jones was hired a full-time secretary effective March 20, 2021. The Ridley School District Board of School Directors approved the effective date of hire at its March 2021 meeting,

Effective Date of Hire 03-20-21 to 03-31-21 = ½ vac. day earned
Apr., 2021 = 1 vac. day earned
May, 2021 = 1 vac. day earned
June, 2021 = 1 vac. day earned

Please note:
When an employee’s anniversary effective date of hire occurs anytime in July, the effective date of hire will be considered as July 1 when determining the 5th, 10th, and 16th through 20th years of service for earned vacation days.

All such vacations shall be taken during the fiscal year following the year they are earned. “Requests for Vacation Day(s)” must be submitted in duplicate to the employer’s immediate supervisor at least three (3) working days prior to the requested leave. In turn, the immediate supervisor will submit the request to the Superintendent of School at least two (2) working days prior to the requested leave. No vacation, or in combination with any other leave time request may extend beyond a two (2) week period without prior written permission from an immediate supervisor.

Other Unpaid Leaves of Absence

Military Leave – A military leave of absence not to exceed four (4) years shall be granted to any employee who shall enlist for military duty in any branch of the Armed Forces of the United States. This leave is subject to all applicable state and federal laws.

Public Office Leave – A leave of absence not to exceed four (4) years shall be granted to any employee upon application for the purpose of campaigning for, and serving in, a public office.
It shall be the responsibility of the person going on unpaid leave to make arrangements for all medical coverage during the leave at their expense and to reapply for desired coverage upon return from leave.

**All paid leave** (sick and personal time) must be exhausted prior to an employee requesting payroll deductions (“deduct days”) as unpaid leave.

**Worker’s Compensation**

The School District maintains Worker’s Compensation insurance as required by law. All employees sign two (2) worker’s compensation explanation sheets for their personnel file and personal records. Employees suffering injury during the course of their employment shall immediately report such injury to their immediate supervisor. All procedures, including documentation and health care provider services, must be followed. The School District Business Office will provide the necessary forms to be filed when and where applicable.

Once the Worker’s Compensation claim for a job related injury is determined to be eligible, the employee has three options to consider for compensatory purposes:

1. The employee may choose to receive the Worker’s Compensation check in the amount of approximately two-thirds of the employee’s salary or wages. The School District would receive the check and disburse the check to the employee upon obtaining the employee’s signature for verification of receipt of the check. The Worker’s Compensation check is not taxed nor does it have retirement contributions deducted from it. This option has no effect on the employee’s sick leave.
2. The employee may choose to receive the Worker’s Compensation check in the amount of approximately two-thirds of the employee’s salary or wages and a School District payment for the remaining one-third of salary or wages requiring the use of one sick leave day per three days of absence. The one-third school district payment is taxed and has retirement contributions deducted from it.
3. An employee must be absent from the job for a period of seven consecutive workdays before filing to collect Worker’s Compensation. The Worker’s Compensation check will be sent approximately fourteen days after the initial filing and if approval of such claim is granted.

**Medical Benefits**

The School District will provide Employee, Employee and Spouse, Employee and Child, Employee and Children, or Family coverage. Employees serving as registered nurses, behavior support, and technology specialists are eligible for medical benefit plans. They will follow the guidelines outlined in the professional collective bargaining agreement.

This plan will remain in effect for the length of the agreement unless a change is made regarding the plans or carriers. If changes are made to the Affordable Care Act, a review of these plans and the eligibility of employees will be conducted.
Eligible new employees and employees returning from approved leaves will have medical insurance protections effective the first day of work, should they choose to participate in purchasing the plan. Medical Benefit coverage during approved leaves of absence shall be in accordance with the Family Medical Leave Act of 1993.

When the School District has properly provided said policy, in no case and in no circumstances shall the School District be required to provide a cash settlement or any other substitute benefit in any form in lieu of the insurance benefits provided. The School District will continue to seek economical alternatives for employees to purchase health care.

**Life Insurance**
The School District will provide a Group Term Life Insurance Policy of two times the basic salary rounded to the nearest one thousand dollars for each eligible employee. The benefit is reduced to one times the basic salary rounded to the nearest one thousand dollars for each eligible employee at age 70 or older.

When the School District has properly provided said policy, in no case and in no circumstances shall the School District be required to provide a cash settlement or any other substitute benefit in any form in lieu of the insurance benefits provided.

This coverage will remain in effect for the length of this agreement, unless a change is made regarding the plan(s) or carrier(s).

**COBRA Law and District Health Coverage**
The Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) was enacted, requiring that most employers who sponsor group health plans offer employees and their families the opportunity for a temporary extension of health coverage (called “continuation coverage”) at group rates in certain instances where coverage under the plan would otherwise end.

If you are an employee covered by your employer’s group health plan, you have a right to choose this continuation coverage if you lose your group health coverage because of a reduction in your hours of employment or the termination of your employment (for reasons other than misconduct on your part).

If you are the spouse of an employee covered under the employer’s group health plan, you have the right to choose continuation coverage for yourself if you lose group health coverage under the group health plan for any of the following reasons:

a. death of your spouse;

b. termination of your spouse’s employment or reduction in your spouse’s hours of employment (for reasons other than gross misconduct);

c. divorce or legal separation from your spouse; or
d. employed spouse becomes eligible for Medicare.

In the case of a dependent child of an employee covered by the employer’s group health plan; the child has the right to continuation coverage if group health coverage is lost for any of the following reasons:

a. death of a parent;

b. termination of a parent’s employment or reduction in a parent’s hours of employment (for reasons other than gross misconduct);

c. parent’s divorce or legal separation;

d. parent becomes eligible for Medicare; or

e. dependent ceases to be a “dependent child” under the group health plan.

The continuation coverage will not be conditioned on a physical examination or other evidence of insurability, and will be identical to the coverage provided to similarly situated employees or family members. Please note that you will be required to pay all or part of the premium for this continued coverage.

You, your spouse or your dependent children (where applicable) will have the option to elect continuation coverage for a period shown below:

<table>
<thead>
<tr>
<th>PERSON</th>
<th>REASON FOR TERMINATION</th>
<th>PERIOD OF COVERAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee</td>
<td>Voluntary termination</td>
<td>18 months</td>
</tr>
<tr>
<td></td>
<td>Involuntary termination (except for gross misconduct)</td>
<td>18 months</td>
</tr>
<tr>
<td></td>
<td>Reduction in work hours</td>
<td>18 months</td>
</tr>
<tr>
<td>Spouse</td>
<td>Death of employee</td>
<td>36 months</td>
</tr>
<tr>
<td></td>
<td>Divorce or legal separation</td>
<td>36 months</td>
</tr>
<tr>
<td></td>
<td>Employee eligible for Medicare</td>
<td>36 months</td>
</tr>
<tr>
<td>Dependent</td>
<td>No longer qualifies as a dependent under group health plan</td>
<td>36 months</td>
</tr>
<tr>
<td>Child</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Under the law, your employer must notify the Plan Administrator (except, of course, where your employer is the Plan Administrator) within 30 days of an employee’s death, termination of employment or reduction in work hours, or Medicare eligibility. In these cases, the Plan Administrator must then notify you that you have the right to elect continuation coverage. This notice must be provided within 14 days after the Plan Administrator received notice that one of these events has occurred. In all other cases, the employee or family member has the responsibility to notify the Plan Administrator of a divorce, legal separation or a child losing dependent status under the group health plan.

You have at least 30 days from the date that you would lose coverage because of one of the events described above or the date of the notice from the Plan Administrator (whichever is later) to inform the Plan Administrator that you want continuation coverage. Your election of continuation coverage is deemed to include an election for your family members who would also lose coverage under the group health plan.

The continuation coverage extends from the date of one of the events described above until:

23
1. 18 months (in the case of termination or reduced work hours) or 36 months (in all other cases described above);
2. the date your employer no longer provides any group health plans to its employees;
3. the premium for your continuation coverage is not paid on time;
4. you become an employee covered under another group health plan, or you become eligible for Medicare benefits;
5. you were divorced from a covered employee, subsequently remarry and become covered under another group health plan;

To prevent a lapse in coverage, if you elect continuation coverage, you can pay any required premium within 30 days after the election. If your employer’s group health plan provides a conversion privilege to other beneficiaries, your employer must also provide you and your family members with the opportunity to enroll under a conversion health plan during the 180-day period preceding the date that continuation coverage expires.

Remuneration for Unused Sick Leave

Each employee who retires from the Ridley School District in accordance with the provisions of the Pennsylvania Public School Employees Retirement System will be eligible for remuneration for unused sick leave. In order to gain the benefit of this section, employees shall have at least five (5) years of service in the Ridley School District.

Employees serving in the job classification of registered nurse, behavior support, or technology specialist shall be compensated at the rate in the professional collective bargaining agreement.

The severance pay will be disbursed by check approximately two (2) pay periods after the employee’s retirement date. *Please note* that the rate for each unused day may be adjusted or prorated due to hourly and daily rates of eligible employees whose maximum rate does not equal or exceed the above remuneration rates.

**COMPENSATION**

**Salary/Hourly Rates**

All current support personnel will receive salary adjustments as indicated below. Salaries and wages are considered private and are not to be topics of conversation. Questions regarding payroll should be addressed by the individual with the payroll coordinator.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Annual Flat Rate Increase</th>
<th>Minimum Starting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health Room-Aide (RN)</td>
<td>$.75 per hour</td>
<td>$27.50</td>
</tr>
<tr>
<td>Behavior Support</td>
<td>$.75 per hour</td>
<td>$18.50</td>
</tr>
<tr>
<td>Technology Specialist</td>
<td>$.75 per hour</td>
<td>$27.50</td>
</tr>
</tbody>
</table>

**Each employee will receive a $600 stipend (Non-PSERS eligible) at the end of the work year.**
Each employee will contribute $25.50 per pay for health care benefits.

**Attendance Bonus**

Employees that do not utilize any sick or personal leave during a single school year shall be awarded one (1) bonus sick leave day. The additional day shall be governed by guidelines for sick leave.

**Bonus Pay**

Employees who maintain satisfactory performance shall earn a bonus in the first pay of December when eligible for the following years of service:

- In the 6th year a $250.00 bonus for years 6 though 10
- In the 11th year a $500.00 bonus for year 11 through 15
- In the 16th year a $1,000.00 bonus from year 16

Employees will be notified in writing for failure to maintain satisfactory performance that would impact eligibility for the bonus. Any written reprimand during the school year shall influence the final performance rating for only that year.

Employees that serve as registered nurses or technology specialists are not eligible for the bonus pay. Part-time employees eligible for the bonus will be prorated according to hours worked. (e.g. Employees working five (5) hours will receive one-half of the bonus pay.)
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