

LEWISTON-ALTURA SCHOOL DISTRICT
AT-WILL EMPLOYEE LETTER OF ASSIGNMENT
2022-2024

Employee At-Will: The person referenced herein is an employee-at-will and serves at the discretion of the **Lewiston - Altura School District 857 Board**.

The purpose of this document is meant to set forth the wages and benefits for the position held.

Employee: Joseph Banicki

Position: Facilities and Grounds Director

State Job Match: #271

PAYROLL INFORMATION

Salary: The 2022-2023 base salary will be ~~\$27.00~~\$27.54 -per hour which is equivalent to ~~\$56,160.00~~\$57,283.20- on an annual basis, and the 2023-2024 base salary will be \$28.09 per hour which is equivalent to \$58,427.20 on an annual basis. Wages are ~~and is~~ subject to deductions for taxes and other withholdings as required by law or the policies of the Lewiston – Altura School District.

Hours of Service and Duty Year: The hours worked by the Employee will be 2080 hours per year, eight (8) hours per day. The employee may work four-day weeks/10-hour days in the summer with Superintendent approval. Employees who work four consecutive hours will be provided with a paid break, not to exceed 15 minutes.

Annualized Pay: Employee will have his/her compensation divided into 24 pay periods. Paydays will be the 15th and the last business day of the month unless payday falls on a weekend or holiday. Payday will then be the last business day prior to the scheduled payday.

Pay Deductions: Any absence other than those allotted in this Agreement shall result in pay deductions based on the hourly wage of the absent Employee.

Additional Compensation:

Overtime: As a general rule, overtime will not be allowed. The supervisor, prior to the work, must grant approval for overtime. In the case of an emergency, and the supervisor cannot be contacted, the overtime necessary to clear the emergency will be allowed. Overtime will be paid at a rate, which is one, and one-half times the employee’s regular hourly rate. In the event an emergency occurs on one of the following holidays: July 4th, Labor Day, Thanksgiving Day, after 12:00 PM on Christmas Eve, Christmas Day, after 12:00 PM on New Year’s Eve, New Year’s Day, after 12:00 PM on Good Friday, Easter Sunday, or Memorial Day, the employee will be paid two times the employee’s regular hourly rate. Payment for overtime may be denied if not pre-approved.

Employee will be compensated with up to one and half – hours overtime (30 minutes per building) each day for checking buildings on weekends.

Compensatory Time: Use of compensatory time must be approved in advance by the Direct Supervisor and shall not, in any case, exceed three consecutive working days. Accrual of compensatory time shall be agreed to and approved by the supervising administrator.

BENEFITS

GROUP INSURANCE

Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District as provided by law. It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Health and Hospitalization Insurance: If the employee chooses to participate in the district's group health and hospitalization plan, s/he will be eligible for a contribution of up to \$600.00 per month for single coverage, and up to \$850.00 per month for family coverage toward the premium of the insurance option through the District's plan that the employee chooses. In the event a married couple is employed by the School District, and one or both are eligible to receive coverage, the married couple may combine and apply the two single School District contributions to one non-single policy. The dollar amount applies to health and hospitalization insurance only.

Vision and Dental Insurance: The employee may choose to participate in the district's group dental and/or vision insurance plans at the employee's expense.

Tax Sheltered Annuities: Employee is eligible for a \$100.00 annual match contribution from the District toward a Tax Sheltered 403b annuity if this amount is matched or exceeded by a contribution from the employee. The district's contribution will be paid to the employee's account, divided equally over 24 pay periods, \$4.17/check.

Workplace Injury: Any and all injuries, regardless of their severity, shall be reported to the Supervisor as soon after the injury occurs as possible. In order for a claim to Workmen's Compensation to be considered valid, a "First Report of Injury" must be made within 24 hours of the incident.

Cell Phone Reimbursement The district shall pay \$49.64 per month to a phone provider for an employee's cell phone usage in exchange for availability to respond to urgent or emergency communications outside the typical work day or work week. This benefit may be amended in future Agreements.

LEAVES OF ABSENCE

Sick Leave: The Employee shall earn sick leave at the rate of one (1) day for each month of service in the employ of the School District, up to 12 days per year. Sick leave earned shall be credited to the individual employee's sick leave bank at the start of the following month. Employee may accumulate an unlimited amount of sick leave. Sick leave must be taken in increments no less than ¼ day. Sick leave days may be used for personal or family illnesses.

The School District may require the Employee to furnish a medical certificate from a qualified physician as evidence of illness indicating such absence was due to illness in order to qualify for sick leave pay. In the event that a medical certificate will be required, the Employee will be so advised. Sick leave pay shall be approved only upon submission of a sick leave pay request form.

Two sick leave days may be used each year for personal business that cannot be taken care of outside of the normal workday.

Earned Vacation: The Employee shall earn vacation at the rate of one (1) day for each month of service in the School District. Up to 12 days may be earned during the first year of employment. After the first year, an additional 1 day of vacation will be earned per year of service up to a maximum of 18 days of vacation per year.

Employee should submit requests for vacation to the Superintendent a minimum of two weeks prior to the date of the requested leave. Vacation time can be accumulated to a maximum of 36 days. There is no carryover of vacation time beyond 36 days.

Emergency Leave

An emergency is a situation, often dangerous, which arises suddenly and calls for prompt action. An immediate need cannot be planned out days in advance. Employees may be granted a leave of no more than two (2) days per year for situations that require an employee's immediate personal attention and which cannot be addressed outside of the employee's workday. The days will be deducted from the employee's sick leave. An emergency leave is granted by the immediate supervisor subject to review by the Superintendent. The Superintendent reserves the right to make the final decision to grant or deny the request for leave. If denied, pay for that time will be deducted at the next pay period.

Emergency School Cancellation Days: Employee is expected to work when school is not in session due to an emergency closing. Employees, unable to report to work, may request the use of vacation, compensatory time, or may use up to two sick (personal) days to avoid a pay deduct.

Jury Service: An Employee who serves on jury duty shall be granted the day or days as necessary as stipulated by the court to discharge this responsibility without any loss of basic leave. The compensation received for jury duty service, minus mileage, and meal allowance, shall be deducted from the Employee's payroll check and the Employee shall keep the check for jury duty services.

Bereavement: Up to three days leave per occurrence taken in ¼ day increments shall be allowed, the first three days not to be deducted from sick leave, for death in the Employee's immediate family which is defined as children, spouse, parents of Employee or spouse, grandparents of Employee or spouse, brothers and sisters of Employee or spouse. These days shall be deducted from sick leave. The Superintendent may grant up to three additional days in the case of the death of someone in the employee's or employee spouse's immediate family. These days shall be deducted from sick leave.

Unpaid Leave: Employee is hired to work specific schedule as designated by the Superintendent. The Superintendent reserves the right to grant or deny any request for unpaid leave.

HOLIDAYS

Paid Holidays: Employee shall be granted the following 9.5 paid holidays: July 4th, Labor Day, Thanksgiving Day, Day after Thanksgiving, ½ day Christmas Eve, Christmas Day, ½ day New Year's Eve, New Year's Day, ½ day Good Friday, Memorial Day and 1 floating holiday (on any school day students are not present).

Weekends: Holidays that fall on weekends will be observed on a day established by the School District.

Eligibility: In order to be eligible for holiday pay, an Employee must have worked a regular work day before and after the holiday unless an excused illness, leave, or on vacation under these provisions.

SEVERANCE COMPENSATION

Employee is eligible for severance compensation upon reaching age 55 and after 15 years of continuous service to ISD #857. The compensation will be based on the number of accumulated sick leave days at the rate of \$30.00 per day. If the employee dies before severance is paid out, it shall be paid to the employee's beneficiary (if any) otherwise to the employee's estate. Employee will not be entitled to severance compensation if s/he is terminated from employment due to poor performance, not meeting expectations, misconduct or for any other reason per District Policy 403 Discipline, Suspension and Dismissal of School District Employees.

RETIREMENT

The employee upon reaching age 55 and after 15 years of continuous service to the district and elects to receive PERA benefits, may be eligible to continue to participate in the district's group health and hospitalization plan. This benefit is contingent upon the approval and acceptance of the insurance carrier. If the employee retires before the age of eligibility for Medicare, s/he shall be eligible to remain in the existing group and health and hospitalization insurance program until reaching the age of eligibility for Medicare.

The annual district contribution will be specified as the maximum amount found in the health and hospitalization section of this Agreement. The maximum contribution of \$300 per month will be paid by accumulated sick leave at a rate of 200 hours of sick leave (25 days/ 8 hours per day of accumulated sick leave) for each year of extended health and hospitalization coverage. Employee will be responsible for any additional premium expenses if an insufficient amount of sick leave has been accrued.

Benefits under this provision shall cease upon the death of the employee except when both husband and wife have been employed by ISD #857 until retirement (and both have been eligible to receive insurance coverage) in which case the survivor will be eligible for continued coverage.

DURATION

This Agreement shall remain in full force and effect for a period commencing July 1, ~~2021~~2022 and ending June 30, ~~2022~~2024

This Agreement with the Lewiston -Altura Employee Handbook constitutes the full and complete Agreement between the School District and the Employee.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

Employee's Signature: _____ DATE: _____

Lewiston – Altura School District 857

Superintendent's Signature: _____ DATE: _____