

WATERVILLE-ELYSIAN-MORRISTOWN SCHOOLS

WATERVILLE, MINNESOTA

2021-2023 TERMS AND CONDITIONS OF EMPLOYMENT

FOR

CLERICAL EMPLOYEES:

Administrative Assistant

Athletic Director

Morristown Elementary/Junior High

Waterville Elementary

Waterville High School

**ARTICLE I  
GROUP INSURANCE**

Sect 1     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.

Sect 2     Health and Hospitalization Insurance: The School District shall contribute a sum not to exceed the full premium for basic individual coverage and the following amounts per month for single plus one and dependent coverage for each employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan:

For employee plus one and dependent coverage the District will pay an additional \$16.50 each month.

For an employee who was on Family coverage during the 2019-20 school year, the District will pay toward the premium the greater of the above amount or the actual amount contributed by the District toward the Family premium for that employee during 2019-20. The District will pay whichever amount is greater in future years as long as the employee is enrolled in either Employee + 1 or Family coverage.

Health premiums shall be paid for twelve (12) months for ten (10) month employees.

Any additional cost of the premium of single plus one or dependent coverage shall be borne by the employee and paid by payroll deduction. The School District shall not be required to pay for dual coverage when both spouses are employed by the District.

Sect 3     Dental Insurance: A dental insurance plan will be provided by the School District for all-full time employees, subject to provisions set forth by the insurance carrier. The School District shall contribute a monthly amount up to \$25.00 towards the cost of the premium for each full-time employee for single, dependent or family coverage.

Sect 4     Term Life Insurance: Term life insurance in the amount of \$15,000 shall be provided by the School District for each full-time employee. The employee may elect to personally purchase additional term insurance in an amount approved by the life insurance carrier. The optional insurance may be purchased once each year prior to June 1 of the preceding year.

Sect 5 Income Protection Insurance: The School District shall provide all full-time employees with an income protection plan. The plan shall provide seventy percent (70%) of the base wage upon disability with a thirty (30) calendar day waiting period from the onset of the disability. The maximum benefit shall be \$1,600 per month to age sixty-two (62). In the event an employee's sick leave balance is not used at the time insurance benefits commence, sick leave benefits will be coordinated with the insurance benefits to equal one hundred percent (100%) of the contracted daily wage. Coordinated benefits will continue until sick leave balance is exhausted. Sick leave accrual will not be allowed for the insurance portion of the aforementioned formula.

Sect 6 Eligibility: Full benefits provided in this Article are designed for full-time personnel. Part-time employees who are employed at least fourteen (14) hours per week and ninety (90) days in a school year shall be eligible for proportional benefits subject to any limitations contained in the contract between the insurance carrier and the District.

Sect 7 Duration of Insurance Contribution: An employee is eligible for School District contribution as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all District contributions shall cease.

Sect 8 Retirement Insurance: If the employee retires after Twenty (20) years of consecutive service to the District, the District will pay, upon retirement the District shall contribute an amount equal to \$200.00 per month for 36 months into an individual VEBA account in the retiree's name. This benefit will not be paid if the District terminates the Employee's employment.

## **ARTICLE II LEAVES OF ABSENCE**

Sect 1 Sick Leave:

Subd 1 All full-time employees shall earn sick leave at the rate of nine (9) hours for each month of service in the employ of the School District. Annual sick leave shall accrue monthly as it is earned on a proportionate basis to the employee's work year.

Subd 2 Unused sick leave days may accumulate to a maximum of 123.5 days during the school year. At the end of the school year all qualified clerical will return to 115 days maximum carry over. Clerical staff with at least fifteen (15) years of experience in the WEM School District at the time of retirement may turn in up to ten

(10) days of unused sick leave as a severance payment. Year round staff with at least fifteen (15) years of experience in the WEM School District at the time of retirement may turn in up to thirteen (13) days. The hours per day shall be multiplied at their hourly rate of pay and the total amount shall be paid out in one (1) lump sum.

Subd 3 Sick leave with pay shall be allowed whenever an employee's absence is found to have been due to illness and/or disability which prevented attendance and performance of duties on that day or days.

Subd 4 The School District may require an employee to furnish a medical certificate from a qualified medical service as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School Board. In the event that a medical certificate is required, the employee will be so advised.

Subd 5 Sick leave allowed shall be deducted from the sick leave balance earned by the employee.

Subd 6 Sick leave pay shall be approved only upon submission of a signed request pursuant to the District's established sick leave notice and approval process.

Subd 7 Sick leave may be utilized during a period of physical disability resulting from a condition of pregnancy. The employee shall provide the District with a physician's statement certifying the dates of disability.

Sect 2 Bereavement and Family Illness Leave: Five (5) days non-accumulative, in addition to sick leave will be granted for family illness or bereavement.

Sect 3 Personal Leave: Each year, full-time, 12 month employees shall be granted four (4) non-accumulative personal leave days with pay and deducted from sick leave.

Each year, 10 month employees shall be granted three (3) non-accumulative personal leave days with pay and deducted from sick leave.

Personal leave is granted on a use-it-or lose-it basis. There is no payout for unused days.

Subd 1 Requests for personal leave must be made in writing to the Superintendent or his/her designee at least two (2) days in advance and do not need to state reason(s). In emergencies, leaves may be requested via telephone and approval or denial is subject to the discretion of the Superintendent.

Employees hired prior to November 2002 shall be entitled to one additional Personal Leave day to be added to the number stated in Section 3.

Sect 4 Worker's Compensation: Pursuant to M. S. 176, an employee injured on the job in the service of the School District and collecting worker's compensation insurance, may draw sick leave and receive full salary from the School District, the salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from the sick leave balance. That fraction of the days covered by insurance is not eligible for accrual of sick leave.

Sect 5 Medical Leave:

Subd 1 An employee, who has completed the initial probationary period, who is unable to perform duties because of illness or injury and who has exhausted all sick leave credit available, or has become eligible for long term disability compensation, may, upon request, be granted a medical leave of absence, without pay, up to six (6) months. This leave may be renewed at the discretion of the School District.

Subd 2 A request for leave of absence, or renewal thereof, under this section shall be accompanied by a doctor's written statement outlining the condition of health and estimated time at which the employee is expected to be able to assume normal responsibilities.

Sect 6 Insurance Application: An employee on unpaid leave is eligible to continue to participate in the District's group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the School District the monthly premium in advance. Those employees qualifying for leave per FMLA and who duly request such leave on a timely basis shall be excluded from this provision.

Sect 7 Credit: An employee who returns from an unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time leave commenced. No credit shall accrue for the period of time that an employee was on unpaid leave, subject to FMLA entitlements.

Sect 8 Eligibility: Full leave benefits provided in this Article shall apply only to full-time employees. Part-time employees who are employed an average of at least fourteen (14) hours per week and ninety (90) days in a school year shall be eligible for partial benefits proportional to the extent of their employment.

Sect 9 Jury Duty: Employees shall be granted a leave of absence for jury duty. The employee shall be paid a regular salary by the District, with the understanding that upon completion of the required jury duty, the employee shall submit to the Department Head for review the check received for jury duty and that the amount of such check, less the amount included for traveling expenses, shall be deducted from the employee's regular paycheck.

### **ARTICLE III HOURS OF SERVICE**

Sect 1 Basic Work Week: A regular work week shall consist of a total of forty (40) hours, exclusive of lunch, for full-time employees, Monday through Friday. A regular basic work day shall consist of eight (8) continuous hours, exclusive of lunch.

Sect 2 Basic Work Year: The regular work year shall be prescribed by the School District each year for all employees.

Sect 3 Part-time Employees: The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis for time less than that of full-time employees.

Sect 4 Shifts and Starting Times: All employees will be assigned starting time and shifts as determined by the School District.

Sect 5 Lunch/Break Period: Employees shall be provided a duty free lunch period of thirty (30) minutes at a uniform time of the day for any given week and during which time no District or District related work, duty, or service shall be performed by the unit employee. Each employee shall be entitled to a fifteen (15) minute break at times scheduled by the District per each four (4) hour work period.

Sect 6 School Closings: In the event that school is closed for any emergency, if employees are not required to perform services, the employee(s) shall not incur a loss of pay for that day.

Subd 1 Late Starts and Early Closures: Clerical shall not incur a loss in pay due to late start/early closing. If there is a two (2) hour late start, secretarial staff will report two (2) hours late.

Subd 2 The maximum number of days paid for closing shall not exceed one (1) day in each school year. Vacation time may be used for snow days used in excess of the one (1) day maximum. Academic school year employees shall be allowed to make up their time at a time mutually agreeable to the employee and the District.

Sect 7 Overtime: All hours worked in excess of forty (40) hours per week shall be computed at the regular time and one-half (1 1/2) rate consistent with Minnesota and Federal Fair Labor Standards Acts. All overtime must be specifically authorized before the work is performed by the School District administrators or supervisors to be compensable.

Sect 8 Pyramiding of Hours for Pay Computation: For the purpose of computing overtime entitlements, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

Sect 9 Call Back: An employee who is called back to duty shall be guaranteed two (2) hours minimum base pay or time and one-half (1 1/2) for all hours worked, whichever is greater.

Subd 1 Callback is being required to report back to work by the Superintendent or direct supervisor after completion of regularly scheduled shift or on regularly scheduled days off.

#### **ARTICLE IV LOCAL TRAVEL ALLOWANCE**

Sect 1 Travel Allowance: All pre-approved automobile usage which is incurred in connection with School District business shall be reimbursed at the current district mileage rate.

#### **ARTICLE V HOLIDAYS**

Sect 1 Paid Holidays: All full-time employees shall be granted the following paid holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, and Christmas Day. If any of the above holidays falls on either a Saturday or Sunday, that day will be a holiday and the preceding Friday or the

following Monday may be granted as a day off if school is not in session. President's Day is included as a paid holiday if school is not in session. If school is in session on President's Day, this holiday shall become a floating holiday to be taken at a mutually agreed upon time.

Subd 1 All less than 12 month employees shall be eligible for any of the listed holidays if that day falls wholly within the employee's assigned duty interim.

Sect 2 School In Session: The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof. Any legal holiday or holiday which falls within an employee's vacation period shall not be counted as a vacation day.

Sect 3 Application: In order to be eligible for holiday pay, an employee must have worked a regular work day before and after the holiday unless on an excused illness, leave, or on vacation under these provisions.

## **ARTICLE VI VACATIONS**

Sect 1 Eligibility: This Article shall apply only to employees who are regularly employed on a twelve (12) month basis and forty (40) hour week.

Sect 2 Earned Vacation: Full-time employees under these provisions shall accrue vacation as follows:

- 5/12 of a day for each month of service during the 1st year of service in the School District.
- 10/12 of a day for each month of service after completing one (1) year of service in the School District.
- 15/12 days for each month of service for each year after completing eight (8) years of service in the School District.
- 20/12 days for each month of service for each year after completing fifteen (15) years of service in the School District.

Sect 3 Application:

Subd 1 Vacations shall be determined as of July 1 of each year. Employees hired between January 1 and July 1 are not eligible for vacation as a matter right until July 1 of the following year but may be permitted to take vacation at the discretion of the School District.



- Subd 2 If the employee resigns before completing a full year of service, the employee shall not be entitled to any vacation pay and shall have the salary paid for any vacation days taken deducted from the final check. An employee who has completed at least one (1) year of service shall be entitled to receive the pro rata pay for unused vacation time provided such employee provides the School District with at least two (2) weeks advance notice of the resignation time.
- Subd 3 The scheduling of all vacation time shall be determined by the School District. Vacation must be used within eighteen (18) months from effective date vacation is earned. Vacation days not used within this eighteen (18) month time period will be forfeited.

## **ARTICLE VII RATES OF PAY**

Sect 1 Attached 2021-22 and 2022-23 Non-Certified Pay Matrix

Sect 2 Longevity Increment:

1. \$500 after sixteen (16) years of service, to be paid at the end of the sixteenth (16<sup>th</sup>) year.
2. an additional \$500 will be paid after eighteen (18) years of service, to be paid at the end of the eighteenth year.
3. an additional \$500 will be paid after twenty (20) years of service, to be paid at the end of the twentieth year.
4. an additional \$500 will be paid after twenty-two (22) years of service, to be paid at the end of the twenty second year.
5. an additional \$500 will be paid after twenty-four years (24) years of service, to be paid at the end of the twenty fourth year.

## **ARTICLE VIII RESIGNATION AND TERMINATION**

The School District's employment of the employees is on an at-will basis. This means that the School District may terminate the employment at any time and for any reason or no reason at all. In addition, an employee may resign from employment for any reason or no reason at all. In the event of a resignation, the employee will provide the School District with two (2) weeks written notice before the resignation becomes effective.