

WATERVILLE-ELYSIAN-MORRISTOWN SCHOOLS

WATERVILLE, MINNESOTA

2019-2021 TERMS AND CONDITIONS OF EMPLOYMENT

FOR

SUPERVISOR OF BUILDING AND GROUNDS

## ARTICLE I GROUP INSURANCE

Section 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 denial of insurance benefits by an insurance carrier.)

Section 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 per month, \$16.50 for single plus one and dependent coverage.

Section 3. Dental Insurance: A single dental insurance plan will be provided by the School District subject to provisions set forth by the insurance carrier. The School District shall contribute a monthly amount up to \$25 toward the cost of the premium for each full-time employee for single, dependent, or family coverage.

Section 4. Term Life Insurance: Term life insurance in the amount of \$15,000 shall be provided by the School District. 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.

Section 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 \$2,100 per month to age sixty-two (62). In the event an employee's sick leave balance is not used at the that 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.

Section 6. 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 contribution shall cease.

## ARTICLE II LEAVES OF ABSENCE

### Section 1. Sick Leave:

Subd. 1.: 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. 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 credit of one

hundred ten (110) days of sick leave per employee.

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 upon the authorized sick leave pay request form available at the office.

Subd. 7.: If no sick leave time (that includes any type of leave that goes against sick leave time) is used during the school year, the employee will receive \$100 from the district.

Section 2. Bereavement and Family Illness Leave: Five (5) days, non-accumulative, deducted from sick leave, will be granted each year for non-personal illness or bereavement. Additional days may be granted at the discretion of the Superintendent.

Section 3. Personal Leave: Up to four (4) non-accumulative personal leave days with pay and deducted from sick leave will be granted each year. 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) work days in advance and do not need to state reason(s). In emergencies, leave may be requested via telephone and approval or denial is subject to the discretion of the Superintendent.

Section 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.

Section 5. Medical Leave:

Subd. 1.: An employee who is unable to perform duties because of illness and/or 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 accomplished 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.

Section 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.

Section 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.

Section 8. Jury Duty: Per state law.

Section 9. Donation: Under extra ordinary circumstances, staff may donate vacation or personal leave to a staff person that has no leave time left. District approval needed.

### ARTICLE III LOCAL TRAVEL ALLOWANCE

Section I. 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 IV HOLIDAYS

Section 1. Paid Holidays: Employee 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 to be included as a paid holiday if school is not in session. If school is in session, this day shall become a floating holiday to be taken at a time mutually agreeable to the District and the employee.

Section 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.

Section 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 V VACATIONS

Section 1. Earned Vacation: Employees under these provisions shall accrue vacation as follows:

5/12 of a day for each month of service during the 1<sup>st</sup> 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.

Section 2. 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 resigned 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 prorate pay for unused vacation time provided such employee provides the School District with at least two (2) weeks' advance notice of 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 VI RATES OF PAY

Section 1. Salary: Building and Grounds Supervisor Pay

2019-20	\$43,053
2020-21	\$44,766

Subd. 1: Stipend of \$1,800 per year as Asbestos Program Manager and Right to Know Coordinator. District will pay for training. The stipend will be paid 1/2 on

June 30th and 1/2 on December 31st. Voucher needs to be submitted. Stipend will start when training is completed. Required yearly medical examination for position of Asbestos Program Manager will be paid by the School District.

Subd. 2: Asbestos work pre-approved by the Superintendent shall be paid at time and a half during normal working hours and at double time for evenings and weekends.

Subd. 3: Time and a half will be paid for work pre-approved by the Superintendent and performed on Saturdays and Sundays at current supervisor's hourly rate.

Subd. 4: Comp time will be provided when the supervisor substitutes outside of the supervisor's regular work hours for sub hours for regular custodians who are absent, as pre-approved by the Superintendent.

Subd. 5. Supervisor called back to duty by the Superintendent after the supervisor leaves work at the end of his regular work day shall be guaranteed two (2) hours minimum base pay or time and one-half (1 1/2) for all hours worked, whichever is greater.

## Section 2. Longevity Increment:

1. \$700 after fifteen (15) years of service, to be paid at the end of the fifteenth (15th) year.
2. An additional \$600.00 will be paid after seventeen (17) years of service, to be paid at the end of the seventeenth (17th) year
3. An additional longevity increment of \$200 at the end of the twentieth (20) year.

Section 3. Deductions: In the event of an absence without leave and a pay deduction is to be made for such absence, the amount for deduction for each day of absence shall be determined by the following formula:

$$\frac{\text{Annual Salary} \text{ plus } \text{Longevity plus Boiler License Pay}}{\text{Daily Rate of Pay}}$$

## ARTICLE VII OTHER INFORMATION

### Section 1. Uniform Allowance:

Subd. 1. The School District will pay \$300 clothing allowance per year. Color and style to be determined by the School District.

Subd. 2. The School District will contribute up to \$110 per year for the purchase of shoes.

### Section 2. Boiler Operator License

The district will pay the amount listed below for boiler license:  
1<sup>st</sup> class boiler operator license      \$200 per month

**ARTICLE VIII**  
**RESIGNATION AND TERMINATION**

The School District's employment of the employee 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, the 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.