

WATERVILLE-ELYSIAN-MORRISTOWN SCHOOLS

WATERVILLE, MINNESOTA

2019-2021 TERMS AND CONDITIONS OF EMPLOYMENT

FOR

FOOD SERVICE DIRECTOR

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 \$5,000 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.

Section 7. Retirement Insurance: If the employee retires after twenty (20) years of consecutive service to the District, the District will pay \$100 per month towards insurance for 36 months. This money is for retirees to purchase and remain a part of the District's health insurance. This benefit will not be paid if the District terminates the employee's employment.

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, 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 RATES OF PAY

Section 1. Salary: Food Service Supervisor

2019-2020	\$42,536
2020-2021	\$44,000

Hours worked above 1,608 in a single school year need Superintendent's written approval before the hours are worked by the employee. If the hours are not pre-approved in writing by the Superintendent, the employee is prohibited from working the hours.

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 (20th) 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:

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

ARTICLE VI
OTHER INFORMATION

Section 1. Uniform Allowance:

Subd. 1. The School District will provide and pay for up to three (3) sets of uniforms per year.

Subd. 2. The School District will contribute up to \$55 per year or \$110 over two (2) years for shoe allowance.

ARTICLE VII
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.