

## Owatonna Public Schools - I.S.D. 761

### **EMPLOYMENT GUIDELINES FOR NON-AFFILIATED EMPLOYEES**

**Effective July 1, 2020**

Employees receive a 2.0% increase in wages for 2020-2021 and 0.0% for 2021-2022.

These guidelines cover current personnel procedures/practices for employees who are not affiliated with a bargaining unit. **Although we have attempted to address matters of general applicability to non-affiliated employees of District 761, we know that it does not cover every situation that might arise.** District policies and regulations (see your supervisor) are additional resources for employees needing information about employment policies and procedures.

The District reserves the right to make changes at any time, with or without notice, and to interpret the *Employment Guidelines for Non-Affiliated Employees* as well as the District policies and procedures at the discretion of the District. If you have questions, contact your supervisor or Human Resources for more information.

Unless the terms of your employment are modified by express contract, you are an at-will employee and the District reserves the right to terminate your employment at any time without cause. No provision in the *Employment Guidelines for Non-Affiliated Employees* is intended to limit the rights of the District in regard to its employees in any manner including discipline and termination of employees. The Handbook is a general statement of policy, to be modified and applied by the District at its discretion. These procedures are not intended as, nor should they be construed as, promise of continued employment. Although assignments to positions are typically for a given period of time, any position may be eliminated, modified, revoked, suspended or terminated in whole or in part, at any time, as the Employer shall see fit. If there are specific differences between the employee's individual contract or policy and this reference guide, the individual contract or policy will generally prevail. If you are not sure whether the contract or this reference guide covers a certain issue, please consult with Human Resources.

### **EMPLOYMENT DEFINITIONS**

#### **Full Time Employment**

Full-time Employees shall be defined as those Employees regularly scheduled for forty (40) hours, eight (8) hours per day, for 52 weeks per year.

#### **Full Time School Year Employment**

Full-time School Year Employees shall be defined as those Employees regularly scheduled for a minimum of thirty (30) hours or more per week throughout the school year. Full-time School Year Employees are eligible for the following prorated benefits: medical insurance, dental insurance, long-term disability insurance, life insurance, sick leave, bereavement leave, and holidays.

#### **Part Time Employment**

Part-time Employees shall be defined as those Employees regularly scheduled for less than thirty (30) hours per week.

**Work Schedule**

A regular work week for employees shall consist of five (5) days per week, eight (8) hours per day, and 40 hours per week. All employees will be assigned starting time and work schedules by the Employer, with a minimum of one-half (1/2) hour unpaid lunch period and a fifteen (15) minute paid rest period in the morning and in the afternoon.

Employees working less than eight (8) hours per day shall be entitled to one fifteen (15) minute rest period for every four (4) hours of scheduled work and to an unpaid lunch period of one-half (1/2) hour on days when they are scheduled in excess of four (4) hours.

**Temporary Assignment**

An Employee temporarily transferred to a higher paid classification for a period of ten (10) consecutive days or more shall be compensated for all hours worked in the higher classification in excess of ten (10) days at a higher rate of pay. An Employee temporarily transferred to a lower classification shall suffer no reduction in wages.

An Employee temporarily transferred to a higher paid classification to replace an Employee on a Board approved leave shall be paid at the higher rate of pay beginning on day one (1) of the assignment.

**Overtime (Non-Exempt Employees)**

Hours worked beyond normal assignment shall be pre-approved by the Employee's supervisor. All hours worked in excess of forty (40) hours per week shall be compensated for at the rate of one-and-one-half (1 1/2) times the Employee's hourly rate of pay.

Computation of overtime will include actual hours worked and compensated.

**HOLIDAYS**

**Full Time Employees**

Full time Employees shall receive the following holidays:

December 31	Independence Day	Thanksgiving Friday
January 1	Labor Day	December 24
President's Day*	District Designated Holiday	December 25
Memorial Day	Thanksgiving Day	

**Full Time School Year Employees**

Full-time School Year Employees regularly scheduled for a minimum of thirty (30) hours or more per week throughout the school year shall receive the following holidays, provided the Employee is regularly scheduled to work during the week of the holiday:

Thanksgiving Day	President's Day*
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(\*If President's Day is a student or staff day, the Employer may designate an alternate day. If an alternate day is not designated, a floating holiday may be taken after approval is received from the Employee's supervisor.)

## **HOLIDAYS, CONTINUED**

If a holiday listed above falls on Saturday or Sunday, the Employer will designate which days will be observed as the holiday.

In order for a non-exempt Employee to qualify for holiday pay, they shall have worked their last scheduled day prior to the holiday and their first scheduled day following the holiday, unless excused by the Employer.

If a holiday occurs during the vacation period of an Employee, the Employee shall not be charged vacation hours for the holiday.

## **LEAVES**

### **Sick Leave**

#### **Amount Earned and Accumulated:**

Full-time Employees shall accrue one (1) day of sick leave per month of employment accumulative to 190 days. The amount of accumulated sick leave will be indicated on each paycheck stub throughout the year.

Full-time school year Employees regularly scheduled for a minimum of thirty (30) hours or more per week throughout the school year shall accrue a pro-rated amount of sick leave based on the regularly scheduled hours of employment accumulative to 170 days.

#### **Usage:**

Employees shall be allowed the use of sick leave for their own use when ill and for health care examinations. In addition employees shall be allowed the use of sick leave due to the illness or injury of a minor or adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, step-parent for reasonable periods of time as the employee's attendance may be necessary up to 160 hours, or pursuant to Minn. Stat. §181.9413, whichever is less. This provision is not meant to increase or decrease the amount of leave otherwise provided in this Article except as otherwise required by law. All employees shall be required to request the use of sick leave from their immediate supervisor.

Employees who are absent from work due to illness or injury may be required to furnish a doctor's certificate of the Employee's illness or injury when the Employer has reason to believe the Employee is abusing or has abused sick leave or there is a question whether the Employee is physically fit to return to work. The abuse of sick leave shall be just cause for discipline.

The Employee shall notify the Employer prior to returning to work.

### **Medical Leave**

For Employees who have exhausted their accumulated paid sick leave, the Employer may allow an unpaid medical leave of absence for a period of six months. Upon expiration of six (6) months, the leave may be extended one additional six (6) month period by mutual consent of the Employer and the Employee. The Employer reserves the right to require a physical examination by a doctor of its own choosing at its own expense as a condition of granting or continuing medical leave status. A medical leave of absence is not deemed interrupted by intermittent work if the same disability for which the leave of absence was granted is continuing and prevents the Employee from working.

An Employee shall be granted any benefits they are otherwise entitled to by the Family and Medical Leave Act (FMLA).

## **Vacation**

Accumulation Rates-Non Exempt Employee: Full-time 12-month employees are eligible for and shall accrue vacation time according to the following schedule:

0 - 4	Years	10 days
5 - 8	Years	12 days
9 - 12	Years	15 days
13 - 16	Years	17 days
17+	Years	20 days

Accumulation Rates Exempt Employee: Full-time 12-month employees are eligible for and shall accrue vacation time according to the following schedule:

0 - 4	Years	10 days
5 - 9	Years	15 days
10+	Years	20 days

Eligibility: Vacation anniversary date shall be the Employee's employment date.

In their first year of employment, Employees shall accrue one (1) day of vacation per month to a maximum of ten (10) days. One week of earned vacation may be taken after completing six months of employment.

Maximum Accumulation: The maximum accumulation of unused vacation shall not exceed forty (40) days.

Scheduling: Employees shall request vacation in advance to their Supervisor to be approved by Superintendent's Designee in order to coordinate work assignments.

Computation: Vacation time shall not be earned while on non-compensated time.

## **Wellness Day**

A full-time Employee who does not utilize sick leave during a twelve (12) month period of time may upon completion of the twelve (12) months convert eight (8) hours of accumulated sick leave into (1) vacation day.

## **Bereavement Leave**

Full-time Employees and full-time school year Employees regularly scheduled for a minimum of thirty (30) hours or more per week throughout the school year shall be granted up to five (5) days absence with full pay for the bereavement of a member of the Employee's immediate family or spouse's immediate family which includes, mother, father, brother, sister, spouse, and child, niece, nephew, grandparents, and grandchildren and the Employee's or the Employee's spouse's in-laws. The fourth (4<sup>th</sup>) and fifth (5<sup>th</sup>) days of bereavement leave shall be deducted from the Employee's sick leave accumulation.

All full-time Employees and full-time school year Employees regularly scheduled for a minimum of thirty (30) hours or more per week throughout the school year shall be granted one day with pay per year for the bereavement of other persons. All additional bereavement leave shall be deducted from the Employee's sick leave.

## **Emergency Leave**

Full-time Employees may be granted an emergency leave when it is recommended by their supervisor and approved by the Superintendent's Designee. This leave shall be deducted from the Employee's sick leave accumulation.

### **Jury Duty Leave**

All Employees shall be granted a leave with pay for jury duty. However, for an Employee to be covered by this provision, the Employee shall turn over to the Employer their reimbursement for jury duty hours, except for reimbursement for meals and mileage.

### **Military Leave**

An Employee shall be allowed military leave according to Minnesota State Statute.

### **Emergency School Closing**

When school is closed because of inclement weather or other emergencies, Employees will be expected to report to work as authorized by their supervisor. Employees shall be paid for hours worked.

### **Personal Leave**

An Employee may be granted an unpaid personal leave upon the recommendation of their supervisor, and with approval from the Superintendent's Designee. Such leave shall not exceed thirty days duration.

### **Leave of Absence**

For Employees not eligible for vacation the District agrees to give consideration to requests from individual Employees covered by this agreement for leaves of absence without pay; said leave to be for 1 or more days, not to exceed 10 days. To be eligible, the Employee must have exhausted all provisions for leave as provided for under this agreement and submit the request to the Superintendent or designee.

### **Child Care Leave**

A child care leave may be granted by the Employer subject to the provisions of this section and the Family and Medical Leave Act. Absence due to disabilities caused by pregnancy shall be governed by the sick leave provisions of this policy. Child care leave may be granted because of the need to prepare and provide parental care for a child or children of the Employee for an extended period of time.

An Employee making application for child care leave shall inform the Employer in writing of intention to take leave at least three (3) calendar months before commencement of the intended leave.

If the reason for the child care leave is occasioned by pregnancy, an Employee may utilize sick leave pursuant to the sick leave provisions of this policy. A pregnant Employee will also provide at the time of the leave application a statement from her physician indicating the expected date of delivery. The duration of such sick leave shall not exceed the period of actual physical disability.

The definition of disability shall be as reasonably determined by a licensed physician. As a condition of receiving sick leave payments, the Employee may be required to subject to an examination by a physician designated by the Employer.

The Employer may adjust the proposed beginning or ending of a child care leave so that the dates of the leave are coincident with some natural break in the school year – i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like.

In making a determination concerning the commencement and duration of a child care leave, the Employer shall not, in any event be required to:

1. Grant any leave more than twelve (12) months in duration.
2. Permit an Employee to return to their employment prior to the date designated in the request for child care leave.

### **Child Care Leave, continued**

An Employee returning from child care leave of twelve weeks or less shall be entitled to the former position or one of comparable duties, hours and pay. An Employee returning from a child care leave longer than twelve weeks shall be re-employed in a position for which they are qualified.

Failure of the Employee to return without an acceptable excuse pursuant to the date determined under this policy shall constitute grounds for termination unless the Employer and the Employee mutually agree to an extension in the leave.

The applicable periods of probation for Employees as set forth in this policy are intended to be periods of actual service enabling the Employer to have opportunity to evaluate an Employee's performance. The periods of time for which the Employee is on child care leave shall not be counted in determining completion of the probationary period.

An Employee who returns from child care leave within the provisions of this policy shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this policy at the commencement of the beginning of the leave. The Employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

An Employee on child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the premium or portion thereof in accordance with the Family and Medical Leave Act for such programs the Employee wishes to retain, commencing with the beginning of the child care leave. The right to continue participation in such group insurance programs, however, will terminate if the Employee does not return to the District pursuant to this policy.

### **Depleted Leave Accrual**

Whenever absences are not covered by sick leave because of ineligibility or insufficient balance of sick leave accrual a reduction in pay will be affected for the time away from work. The number of days approved for absence when leave accrual has been exhausted is subject to the Supervisor's approval as authorized by the Superintendent's designee. Abuse of this provision shall be cause for disciplinary action.

## **PROBATIONARY PERIOD**

All Employees are on probation for the first twelve (12) months of their employment and may be dismissed at any time within this period without any notice.

After the probationary term of employment, an Employee will be given one week notice before separation from employment by the Employer for any reason, except in cases where due cause may justify immediate separation.

## **PERSONNEL RECORD**

Each Employee shall have only one (1) personnel file. Upon request, any Employee shall be shown the file without any charge. The Employee shall be provided copies of any material contained in their personnel file upon request. The cost of providing copies shall be borne by the Employee.

## **GROUP INSURANCE PROGRAMS**

### **Eligibility**

Full-time Employees and full-time school year Employees regularly scheduled for a minimum of thirty (30) hours or more per week throughout the school year are eligible for group insurance programs.

Full-time school year Employees regularly scheduled for a minimum or thirty (30) hours or more per week throughout the school year shall be eligible for health and dental insurance benefits at prorated rates based on the percentage of their work schedule hours compared to full-time hours (2080 hours). See: **Benefits Addendum**.

It shall be the responsibility of the Employee to make application for group insurance programs desired. Group insurance premiums or portions of premiums not paid by the Employer shall be paid by the Employee through payroll deduction.

The Employer shall not be responsible for any provisions and coverages not contained in any of the Employee group insurance contracts.

### **Health and Hospitalization**

Single Coverage: The Employer shall contribute \$648.00 per month for twelve (12) months during the 2020-2021 school year and \$648.00 per month for twelve (12) months during the 2021-2022 school year toward the premium for single health insurance for all full-time Employees who qualify for and are enrolled in an Employer group health and hospitalization plan and who qualify for single coverage. Any additional costs of the premium shall be borne by the Employee and paid through payroll deduction.

Family Coverage: The Employer shall contribute \$1,517.00 per month for twelve (12) months during the 2020-2021 school year and \$1,517.00 per month for twelve (12) months during the 2021-2022 school year toward the premium for dependent coverage for all full-time Employees who qualify for and are enrolled in an Employer group health and hospitalization plan and who qualify for dependent coverage. Any additional costs of the premium shall be borne by the Employee and paid through payroll deduction.

### **Dental Coverage**

The Employer shall contribute the full premium for individual and family coverage for full-time employees who qualify for and are enrolled in the Employer group dental insurance plan. An employee must be assigned a schedule of a minimum of 30 hours per week throughout the school year to be eligible.

### **Long Term Disability (Income Protection)**

The Employer shall contribute the full premium toward an income protection plan for full-time Employees. This program will pay 2/3 of the Employee's base salary with a 90 consecutive calendar day elimination period. The maximum benefit period will be detailed in the certificate of insurance document.

### **Life Insurance**

Non-Exempt Employee: The Employer will pay 100% of the cost of group term life insurance with a face value of \$50,000.00 for each full-time Employee and each full-time school year Employee regularly scheduled for a minimum of thirty (30) hours or more per week throughout the school year eligible under the terms of the Employer's group term life insurance program.

Exempt Employee: The Employer will pay 100% of the cost of group term life insurance with a face value of \$70,000.00 for each full-time Employee and each full-time school year Employee regularly scheduled for a minimum of thirty (30) hours or more per week throughout the school year eligible under the terms of the Employer's group term life insurance program.

### **Insurance Premiums with Pre-Tax Earnings**

The employee insurance contributions shall be made with pre-tax earnings.

### **Workers' Compensation**

Workers' Compensation Insurance is carried by the Employer. This insurance covers injuries that occur while the Employee is performing services in regard to their employment with the Employer. When an Employee is off work with a compensable injury, they shall receive the difference between their compensation check and their regular check until accumulated sick leave is depleted.

## **SEPARATION/EARLY RETIREMENT**

### **Separation**

An Employee who voluntarily terminates employment will provide written notification to the Employer at least two (2) weeks prior to leaving. If two weeks notice is not given, the Employee will forfeit accrued leaves, unless the two-week notification requirement is waived by the Superintendent.

Prior to leaving active employment, the Employee shall:

- (1) Return Employer keys and any other Employer property.
- (2) Return Employee identification badge.
- (3) Contact Employer regarding the conversion or cancellation of group health insurance or life insurance.

### **Early Retirement**

The following constitutes conditions of eligibility and compensation for Employees desiring to elect early retirement:

- A. Employee must be at least fifty-five (55) years of age in order to make application for early retirement;
- B. Employee must have completed at least ten (10) consecutive years of satisfactory full-time or full-time school year employment with Independent School District No. 761; and
- C. Employee must be in good standing and actively at work in a full-time or full-time school year position at the time early retirement is applied for.
- D. If the above conditions are met, the Employee will be eligible for lump sum payment calculated as follows:

Number of accumulated sick leave days (X) 50% (X) daily rate of pay at the time of retirement.

Employees receiving compensation under Early Retirement provisions will receive the compensation in the form of a lump sum paid on behalf of the Employee to the district-sponsored special pay deferral plan.

## **MATCHING ANNUITY PROGRAM**

A Non-Exempt Employee is eligible to participate in a School District matching annuity program as provided in M.S. 356.24 after one (1) year of service as a non-affiliated employee in the amount of \$600. The matching contribution for part-time employees will be prorated.

An Exempt Employee is eligible to participate in a School District matching annuity program as provided in M.S. 356.24 after one (1) year of service as a non-affiliated employee in the amount of \$700. The matching contribution for part-time employees will be prorated.

All amounts that the School District contributes to an employee's account under the matching annuity program shall be deducted from any compensation the employee is due under the Early Retirement provision. Maximum District contribution for each employee over the term of their service as a non-affiliated employee will be \$10,000.



**DISTRIBUTION/PROMOTION/RECLASSIFICATION**

**Distribution**

Salary checks shall be distributed to all Employees on the 15th and 30th of each month or, if changed, in the same manner as other twelve month full-time Employees of the Employer, but in no case less than twice monthly. Paychecks for Employees on an hourly rate basis shall be distributed within the limitations necessary for processing time card paychecks.

**Promotions**

Any Employee promoted to a higher classification shall be placed at a salary range at the discretion of the Director of Human Resources.

**Reclassification**

Any Employee requesting reclassification shall submit the request by December 1 of any year. The consideration of the reclassification shall be completed by June 1 of the ensuing year, and the results of such reclassification shall be subject to the negotiated pay table for the next fiscal year.

The Employee shall follow the classification/reclassification process as outlined by the Employer.

**WAGE MATRIX 2020-2022**

2020-2021 Salary Range		
A12	12.04	16.78
A13	13.80	19.31
B21	15.56	21.70
B22	17.34	24.16
B23	19.09	26.62
B31	21.31	29.69
B32	23.10	33.37
C41	25.10	36.45
C42	26.63	39.51
C43	28.23	42.01
C44	29.92	42.98
C51	31.19	45.13
C52	33.70	48.89
C53	35.75	52.33
C54	37.13	55.63

2021-2022 Salary Range		
A12	12.04	16.78
A13	13.80	19.31
B21	15.56	21.70
B22	17.34	24.16
B23	19.09	26.62
B31	21.31	29.69
B32	23.10	33.37
C41	25.10	36.45
C42	26.63	39.51
C43	28.23	42.01
C44	29.92	42.98
C51	31.19	45.13
C52	33.70	48.89
C53	35.75	52.33
C54	37.13	55.63

**ADDITIONAL COMPENSATION**

**Years of Service Increment**

- After 20 years of service - \$300
- After 24 years of service - \$500

An Employee is eligible to receive an annual years of service increment beginning on their anniversary date after the completion of 20, and 24 years of full-time employment. The stipend will be prorated over the Employee's pay checks throughout the school year.

**Employee Relations Council**

An Employee who serves on the Employee Relations Council is eligible for compensation as determined by the school district.

**Goal Attainment**

A full-time Non-Exempt Employee who attains annual goals established with their supervisor in support of department and school district goals is eligible to receive a stipend of up to \$300. The stipend is to be paid in a lump sum on or before June 30 in the year of goal attainment.

A full-time Exempt Employee who attains annual goals established with their supervisor in support of department and school district goals is eligible to receive a stipend of up to \$400. The stipend is to be paid in a lump sum on or before June 30 in the year of goal attainment.

A full-time school year Employee who attains annual goals established with their supervisor in support of department and school district goals is eligible to receive a stipend of up to \$200. The stipend is to be paid in a lump sum on or before June 30 in the year of goal attainment.

A part-time Employee who attains annual goals established with their supervisor in support of department and school district goals is eligible to receive a stipend of up to \$100. The stipend is to be paid in a lump sum on or before June 30 in the year of goal attainment.

**BENEFITS ADDENDUM**

**Medical Benefit Eligibility for Non-Affiliated Employees**

Effective July 1, 2020 - June 30, 2022

District Medical Monthly Premium		2020-2021 District Monthly Contribution		2021-2022 District Monthly Contribution	
Employee Status	Annual Hours	Single	Family	Single	Family
Full-Time:	1840 - 2080	648.00	1,517.00	648.00	1,517.00
Part-time:*	1044 - 1839	573.00	1,342.00	573.00	1,342.00

\*Employee must be assigned a schedule of a minimum of 30 hours per week throughout the school year to be eligible.