

AGREEMENT

Between

THE SIOUX FALLS SCHOOL DISTRICT 49-5

&

**CUSTODIAL AND MAINTENANCE
AFSCME LOCAL 1025**

JULY 1, 2013 – JUNE 30, 2018

**Agreement Between
Sioux Falls School District 49-5
and
Custodial and Maintenance – AFSCME Local 1025
July 1, 2013 – June 30, 2018**

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**Agreement Between
Sioux Falls School District 49-5
and
Custodial and Maintenance – AFSCME Local 1025
July 1, 2013 – June 30, 2018
Language & Monetary Items**

ARTICLE 1. RECOGNITION

The Sioux Falls School District 49-5 (hereinafter "District") pursuant to SDCL Chapter 3-18 recognizes the AFSCME Local 1025 (hereinafter "Employee Union/Organization"), as the sole and exclusive formal representative with respect to rates of pay, wages, hours of employment, and other conditions of employment for the following defined Unit: Employee positions in the District, regularly scheduled for twenty (20) hours or more per week on average, and for at least thirty-six (36) weeks per year, primarily involving the performance of traditional functions of a custodial/maintenance staff person.

ARTICLE 2. DEFINITIONS

- 2.01 Terms used in this agreement shall be defined as follows:
- 2.02 Employee - a person employed by the District in a position in the Unit;
- 2.03 District - Sioux Falls School District 49-5;
- 2.04 Employee Union/Organization - the union/organization recognized by the District in the recognition clause of this Agreement;
- 2.05 Day - a calendar day;
- 2.06 Comparable Position - a position at the same level with the same or substantially similar duties;
- 2.07 School Year - the approximate nine-month period beginning with the first day of student attendance, and ending with the last day of student attendance;
- 2.08 School Fiscal Year - the period from July 1, through the next June 30th;
- 2.09 Board - the School Board of Sioux Falls School District 49-5;
- 2.10 Superintendent - the Superintendent of the District;
- 2.11 Immediate Supervisor – The person responsible for daily supervision of employee performance, administering discipline and/or evaluation;

- 2.12 Unit - the employee positions described in the recognition clause of this Agreement.
- 2.13 Seniority - the date of employment for the current term of employment in the Unit. Authorized leaves shall not constitute a break in seniority.
- 2.14 Receipt - the date of confirmed hand delivery or USPS confirmed delivery date;
- 2.15 Agreement – means this contract between the Sioux Falls School District and the AFSCME Local 1025.

ARTICLE 3. NEGOTIATIONS PROCEDURES

Both the Board and the Employee Union/Organization agree that each will participate in good faith negotiations in accordance with South Dakota law. In addition, the Board and Employee Union/Organization agree as follows:

- 3.01 No more than six persons from each side may be present during negotiations, unless advance written notice is given of the intention to include a larger number, which notice shall specify the larger number.
- 3.02 Each tentative Agreement reached between the representatives at the negotiating table shall be reduced to writing, and shall be initialed by a representative of each party.
- 3.03 In the event negotiations have failed to reach a settlement, either the Board or the Employee Union/Organization may invoke the mediation and fact finding procedures made available through the Division of Labor and Management of the South Dakota Department of Labor and Regulation.
- 3.04 The final Agreement, as adopted by the Board and ratified by the Employee Union/Organization, shall be posted on the District's website. One signed original hard copy shall be provided to the Employee Union/Organization.
- 3.05 The Superintendent and the Employee Union/Organization President shall meet at the request of either party for the purpose of reviewing the administration of this Agreement, to resolve problems that may arise and to consider matters of mutual concern to the parties. These meetings are not intended to and shall not bypass the Grievance procedure. Each party shall reserve the right to include advisory personnel at such meetings.

Agreements which would amend this Agreement shall be reduced to writing in the form of a Memorandum of Understanding (MOU), shall be signed by the Superintendent and the Employee Union/Organization President and, if ratified by both parties, shall thereupon become part of this Agreement.

ARTICLE 4. MANAGEMENT RIGHTS

4.01 Statement

Nothing in this Agreement shall diminish any power, right or prerogative possessed by the Board or its administrative staff, except where the District's power, right or prerogative is legally and specifically limited by this Agreement.

4.02 Specific Management Prerogatives

The management rights of the District include but are not limited to the following:

- 4.02.01 To utilize personnel, methods, and means in the most appropriate and efficient manner possible.
- 4.02.02 To manage and direct the employees of the District.
- 4.02.03 To hire, promote, transfer, assign, retain or retire employees in accordance with law and the agreement.
- 4.02.04 To establish reasonable work rules.
- 4.02.05 To suspend, demote, discharge or take other appropriate disciplinary action in accordance with law and this Agreement.
- 4.02.06 To determine the size and composition of the workforce and to add or delete positions as deemed appropriate or necessary by the District.

ARTICLE 5. EMPLOYEE UNION/ORGANIZATION RIGHTS

5.01 Union/Organization Meetings

The Employee Union/Organization shall be allowed two organization meetings of one hour each during the school year. Such meetings shall be scheduled so as to interfere with the work week as little as possible. The date and time of each meeting shall be established by mutual agreement of the Superintendent and the President of the Employee Union/Organization.

5.02 Use of District Facilities/Equipment

The Employee Union/Organization shall have the right to use District facilities and equipment, including typewriters, computers, other duplication equipment, calculating machines and all types of audio-visual equipment, when such equipment is not otherwise in use. Employee Union/Organization use of such facilities and equipment will be permitted provided that:

- 5.02.01 Request is made and use arranged for in advance with the Superintendent or Designee.
- 5.02.02 The use is strictly to service the legitimate business of the Employee Union/Organization, such as duplication of records, notices, correspondence, and must not interfere with the operation of the District, and shall not occur during actual working hours.
- 5.02.03 Supplies and expense, in connection with such use, will be furnished or paid for by the Employee Union/Organization.

5.03 Union/Organization Leave

The Employee Union/Organization shall be allowed the equivalent of an average work week of a member of the union/organization of paid leave for Employee Union/Organization business. Such leave shall be approved by the Superintendent upon notification from the President. In the event it is necessary for the District to employ a substitute, the Employee Union/Organization shall pay to the District one-half of the absent employee's wages.

- 5.04 The District agrees to notify the Employee Union/Organization of any new employee(s) for the opportunity to explain the union's role in representing the workers.

ARTICLE 6. GRIEVANCE PROCEDURE

- 6.01 The purpose of the Grievance Procedure is to provide a just and equitable method for resolution of Grievances without discrimination, coercion, restraint or reprisal against any employee who may submit or be involved in a Grievance. Grievance means a complaint by an employee concerning a violation of this Agreement.

6.02 The parties hereto acknowledge that it is usually most desirable for an employee and the immediately involved supervisor to resolve problems through informal communications. If, however, the informal process fails to resolve the matter, a Grievance may be processed as follows:

- 6.02.01 Level I. The employee shall file and sign a formal written Grievance within thirty (30) days of the alleged violation, or within thirty (30) days of when or through reasonable diligence the violation should have been discovered. The employee or the Employee Union/Organization shall present the signed Grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within ten (10) days after receipt of the written Grievance. The grievant, and if he/she chooses a designated representative from the Employee Union/Organization, and the immediately involved supervisor shall be present for the meeting. Within ten (10) days of the meeting, the grievant shall be provided with the supervisor's written response, including the reasons for the decision.
- 6.02.02 Level II. If the Grievance is not resolved at Level I, then the grievant may refer the Grievance to the Superintendent or Designee within ten (10) days of the Level I response. The Superintendent or Designee shall arrange with the grievant for a meeting to take place within ten (10) days of the Superintendent or Designee's receipt of the appeal. The grievant shall have the right to include in its representation such witnesses and a chosen representative from the Employee Union/Organization as it deems necessary. The Superintendent or Designee shall have the right to include his/her representatives and witnesses.
- 6.02.03 Within ten (10) days of the meeting, the grievant shall be provided with the Superintendent's written response, including the reason for the decision.

- 6.02.04 Level III. If the Grievance is not resolved at Level II, then the grievant may refer the formal written Grievance to the Board within ten (10) days of the Level II response by filing a written appeal at the District's Instructional Planning Center for a meeting with the Board. The Board shall arrange with the grievant for a meeting to take place within fourteen (14) days of the Board's receipt of the appeal. The grievant shall have the right to include in its representation such witnesses and a chosen representative from the Employee Union/Organization as it deems necessary. The Superintendent shall have the right to include his/her representatives and witnesses. Within ten (10) days of the meeting, the grievant shall be provided with the Board's written response, including the reasons for the decision.
- 6.02.05 Level IV. If the grievant is not satisfied with the disposition of the Grievance at Level III or if no written decision has been rendered within ten (10) days after the meeting at Level III, the Employee Union/Organization or grievant may submit the Grievance to the South Dakota Department of Labor and Regulation. If such appeal is not filed within thirty (30) days of the date of the Level III response, then the Grievance shall be deemed withdrawn.
- 6.02.06 Grievance deadlines can be extended if done so by mutual agreement. Requests to extend deadlines will not be unreasonably denied. Failure to meet deadlines will constitute forfeiture of the Grievance.
- 6.02.07 The District agrees to provide copies of written Grievance decisions to both the Union/Organization President and Chief Steward.
- 6.03 Bypass to Board - If the grievant and the Superintendent agree in writing, Level I and Level II of the Grievance procedure may be bypassed.
- 6.04 Bypass to South Dakota Department of Labor and Regulation - If the Superintendent, the Board and the Employee Union/Organization or grievant agree in writing, a Grievance may be submitted directly to the Department of Labor and Regulation.

- 6.05 **Class Grievance** - Class Grievances involving more than one employee may be initially filed in writing at the appropriate level by the Employee Union/Organization. The Grievance shall include a list of the individual grievants, or a description of the class sufficient to identify the individuals.
- 6.06 **Employee Union/Organization Participation - Employee Represented** - The Board acknowledges the right of an Employee Union/Organization representative to participate at the request of the grievant at any level.
- 6.07 **Employee Union/Organization Participation - Employee Not Represented** - When an employee is not represented by the Employee Union/Organization, the Employee Union/Organization shall be afforded the right provided by SDCL 3-18-3 with regard to the adjustment of the Grievance.
- 6.08 **Board - Administration Cooperation** - The Board and the administration shall cooperate with the grievant in the investigation of any Grievance.
- 6.09 **No Reprisals Clause** - No reprisals shall be taken by the Board or the administration against an employee due to participation in a Grievance.
- 6.10 **Released Time** - When a meeting is held during working hours, neither the grievant nor any necessary witness shall be penalized by loss of pay. Such absence shall be reported as Court and Jury Leave.
- 6.11 **Filing of Materials** - All records related to a Grievance shall be filed separately from the personnel files of the grievant.
- 6.12 **Grievance Withdrawal** - A Grievance may be withdrawn at any level without establishing precedent.

ARTICLE 7. SALARY

- 7.01 Each employee shall be paid per hour in accordance with the uniform salary schedules attached hereto as Appendixes "A", at the job level as determined by Appendix "B".
- 7.02 An employee who moves from one job level to a higher job level within the Unit shall move vertically to the same step on the higher level as that held on the lower job level.
- 7.03 An employee who voluntarily moves from one job level to a lower job level within the Unit shall be placed at the same step position on that level as held at the former level.

- 7.04 An employee involuntarily moved from one job level to a lower job level within the Unit shall be paid at the step on the new level providing the smallest decrease in salary.
- 7.05 An employee who moves from one unit to another unit shall be placed on the step that is closest to but greater than their current salary.
- 7.06 All employees hired prior to July 1 of each year will move one step on the salary schedule provided they are not on step sixteen.
- 7.07 Pay will be processed as determined by the Finance Department.
- 7.08 Each newly hired employee shall be placed in the first step of the appropriate level.
- 7.09 Overtime rates for more than forty hours per week excluding all leaves and holidays in compliance with FLSA shall be at one and one-half (1 1/2) times the employee's hourly rate. In lieu of overtime pay, the employee and management may agree to provide compensatory time at one and one-half (1 1/2) hours compensatory time for each hour of overtime.
- 7.10 The salary increase for the first year (FY14) of this five-year Agreement is 4.87% applied to each step (rounded to the nearest penny) of the classified salary schedule. This is equivalent to a 1% inflationary increase per year since FY10. For FY14, the cost of step advancement on the schedule will be covered by the District.
- 7.11 In years 2 through 5, the salary adjustment will be the "Salary Change" calculated as follows:
- 7.11.01 "Allocation" is the Per Student Allocation as defined in SDCL Chapter 13-13. The Allocation also includes any funds appropriated by the State outside the formula for school district general fund purposes that are distributed on a per pupil basis. However, any funds appropriated by the State to schools on a per student basis – either in or outside the formula – that contain stipulations that adversely affect the amount of discretionary dollars available to the District are not considered part of the Allocation.

- 7.11.02 The Salary Change in years two (2) through five (5) of this Agreement is the percent change in the new Allocation (i.e. the fiscal year for which the salaries are being adjusted) compared to the previous year Allocation subject to the conditions below.
- 7.11.03 If during the term of this Agreement, District revenues outside of the formula are used to fund the Allocation through the legislative process, the District and the Employee Union/Organization agree to recalculate the previous year Allocation to reflect the change in the formula, then calculate the percent difference between the revised previous year Allocation and the new Allocation.
- 7.11.04 If during the term of this Agreement there is a change in the State funding formula for education other than contemplated above, the District and the Employee Union/Organization will meet to determine the effect on the salary portion of the Agreement.
- 7.11.05 If the Allocation increase is between 1.5% and 2%, the Salary Change is 2%. If the Allocation increase is above 3.5% but at or below 4%, the Salary Change is 3.5%. If the Allocation increase is below 1.5% or above 4%, the District and the Employee Union/Organization will split the difference. See Appendix "D" for specific examples.
- 7.12 In years 2 through 5 of this Agreement, the cost of steps is applied first and the remaining dollars will be put on the schedule.
- 7.13 If during the term of the contract the District's fiscal year-end General Fund balance percentage drops below 10 percent for the FY14, 6.7 percent for the FY15, or 5.8 percent for the FY16, the District reserves the right to re-open the salary portion of this Agreement for the fiscal year after the fiscal year immediately succeeding the year in which the fund balance dropped below the threshold, and all subsequent years left in this Agreement, it will notify the Employee Union/Organization in writing within six months of the end of the fiscal year in which the unrestricted fund balance dropped below the allowable percentage.

ARTICLE 8. OTHER CONDITIONS OF EMPLOYMENT

8.01 Work Day

8.01.01 An employee's schedule, including breaks, shall be scheduled individually with the employee's Immediate Supervisor. If modifying the standard shift, the Immediate Supervisor shall consult with the Director of Operational Services.

8.01.02 A lunch break shall be provided by using one of the following options:

8.01.02.01 One hour unpaid duty free.

8.01.02.02 Thirty minutes unpaid duty free.

8.01.02.03 Thirty minutes paid, on-site and on-call.

8.01.03 An employee working less than six (6) hours per day shall be offered one fifteen-minute paid break. An employee working six (6) or more hours per day shall be offered two fifteen-minute paid breaks.

8.02 Inclement Weather Procedures

8.02.01 Schools Closed - Offices Open

Twelve-month hourly employees are required to work unless personal day is used, vacation is used or time is made up.

8.02.02 Schools Closed - Offices Closed

No employees shall report to work. Twelve-month employees shall be paid if vacation is used, personal day is used or time is made up. Any employee called in by the Superintendent or Designee and required to work, shall be paid for hours worked at one and one-half (1 ½) times the employee's hourly rate.

8.02.03 Schools Closed After Day Has Begun

Twelve month employees are required to work their normal school day's shift unless vacation is used, personal day is used, or time is made up.

8.02.04 Schools Closed After Day Has Begun – Offices Closed

8.02.04.01 No employees remain at work. Twelve month employees shall be paid for hours worked and/or if vacation is used, personal day is used or time is

made up. Any employee required by the Superintendent or Designee to remain at work, shall be paid for hours worked at one and one-half (1 ½) times the employee's hourly rate.

8.02.04.02 Those employees who work shifts after schools and offices are closed are not to report to work and shall be paid only if vacation is used, time is made up or a personal day is used.

8.02.05 Time to be made up is to be arranged by Immediate Supervisor.

8.03 Natural or Pandemic Disasters

In the event the District is closed due to a natural or pandemic disaster and an employee is asked by the Superintendent or Designee to report to work to complete an assigned task, the employee has the option of agreeing to report to work to complete the assigned task. In the event the employee chooses to report to work to complete the assigned task, the following will apply:

1. Work assignments completed on-site by the employee will be paid Disaster Duty Pay. Disaster Duty Pay shall be the employee's hourly wage rate multiplied by two (2).
2. Work assignments completed at an Emergency Operations Command Center located at a District site will be paid Hazardous Duty Pay. Hazardous Duty Pay shall be at the employee's hourly wage multiplied by four (4).

These duty pay rates shall replace all other pay rates in effect at the time of District closing for actual hours worked by the employee.

ARTICLE 9. GROUP INSURANCE

9.01 In lieu of each employee group negotiating with regard to insurance benefits, a committee composed of one (1) representative of each recognized Employee Union/Organization, one (1) member of the Board, and two (2) non-voting financial advisors appointed by the administration shall constitute the District Insurance Committee. The District Insurance Committee shall periodically review the insurance available to District employees and may make recommendations

regarding the insurance program to the Board. However, the District will increase its share of the health insurance premium up to 5% per year, not to exceed on average 81% or the previous year's percent, whichever is less, of total premium for a 1.0 FTE.

- 9.02 In the event the Board rejects the committee's recommendations, each employee group may negotiate with regard to the insurance program.
- 9.03 The costs of participation are posted in each work site whenever a change occurs. Benefit and other information regarding the District's insurance program including the level of full Board participation shall be published by the District in an Insurance Booklet available to each participating employee.
- 9.04 The District's share in the cost of group insurance shall be prorated as follows:

Hours Worked Per Week	Portion of Board Percentage of Contribution	Hours Worked Per Week	Portion of Board Percentage of Contribution
20-21	50	32-33	80
22-23	55	34-35	85
24-25	60	36-37	90
26-27	65	38-39	95
28-29	70	40	100
30-31	75		

For example, if the employee works 26 or 27 hours per week, the Board shall pay .65 (sixty-five hundredths) of the Board contribution of the total premium.

- 9.05 The above schedule shall be used to determine staffing full time equivalents as well as benefit full time equivalents for employees working less than full time (40 hours per week).
- 9.06 The employee shall have deducted from his or her pay that amount of the premium not paid by the Board. The Board shall share in the cost of the employee's medical, dental and basic life insurance coverage during all twelve (12) months of the year.
- 9.07 Early Retirement: Any employee who selects early retirement from employment on or after his or her 55th birthday and has been employed by the District for at least ten (10) consecutive years or who is younger than 55 years but whose age

and years of consecutive employment with the District total 85 and is currently enrolled in the Medical or Basic Life Program at the time of selection of retirement may continue to participate in the District's medical and basic life insurance program. If the employee maintained dependent coverage at the time of early retirement, such coverage may continue hereunder. The retiree agrees to pay one hundred-two percent (102%) of the full monthly premium rate in such time and manner as required by the Finance Department of the District. Retiree's coverage will terminate on his/her 65th birthday. Dependent coverage will terminate on the earlier of age 65 or the date the retiree is no longer eligible for group coverage. If the retiree or dependent is eligible under another group plan, the application for enrollment shall not occur.

- 9.08 If at retirement an employee has 176 days of current and accumulated sick leave and provides the District three (3) months notice of retirement, the employee shall receive 80 hours of paid sick leave.

ARTICLE 10. LEAVES

For purposes of this Article, all leave shall be deducted in no less than 15 minute increments. The leave grant allocation per employee is calculated as the employee's FTE multiplied by eight (8) times the total days available for each leave.

10.01 Leave to Hold Public Office

- 10.01.01 An employee elected or appointed to a public office may apply in writing for leave without pay to serve in the office. The grant or denial of such a leave request, and the duration of the leave, shall rest in the sole discretion of the Board.
- 10.01.02 If the requested leave is granted, the employee shall return to employment at the conclusion of the leave, with no loss of accrued benefits and Comparable Position.
- 10.01.03 The employee may participate in District group insurance during the leave, but shall make arrangements to pay the full cost thereof satisfactory to the Finance Department.

10.02 Family/Medical Leave

See District Policy GCCAC/GCCAC-R

10.03 Long Term Health Leave

- 10.03.01 Any employee whose personal illness extends beyond the period compensated under sick leave, or twelve (12) weeks of leave under the Family Medical Leave Act, if applicable, (whichever is greater), shall be granted a leave of absence without pay for a period not to exceed one year inclusive of all paid and unpaid leave.
- 10.03.02 Upon return from leave, which would be covered under paid sick leave or 12 weeks of leave under FMLA, if applicable, whichever is greater, the employee shall, at the employee's request, be assigned to the same position. If the employee is absent beyond the paid sick leave period or FMLA, if applicable, but returns to work within the specified time according to this Article, he/she shall be returned to the next Comparable Position that is open. The employee shall return at the same step and level on the salary schedule, that he/she occupied when his/her absence commenced. However, if a new School Fiscal Year begins when the employee is on leave, a step change will be granted if appropriate under this Agreement.
- 10.03.03 The District may, require a certificate of physical and/or mental health before return to employment after a leave of absence. If the District requires a second opinion, the District will absorb the cost of that second opinion from a provider of its choice.
- 10.03.04 An employee granted a leave of absence under this Article may, during the period of such leave, elect to remain a participant in the District's insurance program. If the employee at the time of the beginning of such leave has dependent coverage, that may be continued as well. In either event, from the beginning of such unpaid leave, or the expiration of FMLA, if applicable, whichever is greater, the employee shall be responsible for the entire premium or premiums, and shall advance such sums for the payment of such premium or premiums to the District Finance Department by such date and in such a form as may from time to time be required by the District Finance Department. The election provided by this paragraph shall not permit coverage or coverages

involved to extend beyond the end of the leave involved, except in those instances when the employee returns to District employment.

10.04 Adoptive Parent Leave

Fifteen (15) days leave with pay will be granted to an employee who adopts a child. Such leave shall be deducted from current, then accumulated sick leave and shall consist of fifteen (15) consecutive work days, one of which shall be the day that the family takes custody of the child unless extenuating circumstances are approved by the Assistant Superintendent HR/Legal Services or Designee.

10.05 Wellness Leave

Wellness leave of one day may be applied for and taken if all eligibility requirements are met. This leave shall be available to all persons who were employed by the District the entire preceding School Fiscal Year and who took no sick leave, family illness leave or long term health leave during that preceding year. Taking the leave itself shall not disqualify an employee from taking it the next year. Wellness leave may not be taken during the first or last week of school. The leave will not be cumulative.

10.06 Paid Personal Leave

Each employee will be granted two (2) days of personal leave per year. In the first year of employment, employees hired after December 31 of the School Fiscal Year shall receive one (1) personal day. Personal leave is subject to conditions as follows:

10.06.01 Deducted from current sick leave; not cumulative.

10.06.02 No personal leave will be granted during the following periods: The two (2) weeks immediately prior to the first day of student attendance, the first two (2) weeks of student attendance, the last week of student attendance and the first week following the last day of student attendance. Any exception to this restriction must be approved by both the Immediate Supervisor and the Director of Operational Services.

10.06.03 If an emergency period arises in which it is difficult to secure substitutes, the administration may declare an emergency period during which no personal leave shall be granted.

10.07 Unpaid Leave

10.07.01 Employees will lose a day's pay for each day of absence after all available paid leave has been exhausted. This leave is limited to documented emergency purposes. The day's pay is to be based on the individual's daily rate of pay.

10.07.02 All requests for unpaid leave are at the discretion of the Assistant Superintendent HR/Legal Services or Designee and the required documentation must be submitted within five (5) days of taking such leave.

10.08 Court and Jury Leave

10.08.01 No employee shall be paid any fees for giving testimony or evidence in any court or administrative proceeding or action on behalf of the District, provided, however, that whenever such person is required to testify and give evidence on behalf of the District in a place other than the employee's official residence, the employee shall be paid actual and necessary expenses, including mileage at the same rate then in effect in the District.

10.08.02 When an employee is summoned to serve on a jury the employee shall be entitled to receive regular pay from the District while so absent and without loss of any credits. The employee shall not be entitled to expenses from the District, and shall pay to the District any fee paid to the employee for service as a juror but not more than the employee's gross pay for the period of absence. The employee may retain any mileage allowance or subsistence allowance paid in connection with jury service. The amount owed by such an employee to the District may at the option of the District be withheld from the employee's pay.

- 10.08.03 Any employee summoned or subpoenaed either as a juror or a witness shall notify his or her Immediate Supervisor, sufficiently in advance of such required absence so as to permit reasonable arrangements to be made.
- 10.08.04 If an employee is a party to a court or administrative action (other than a Grievance pursuant to Article 3), resulting in absence, the employee shall lose a day's pay for each day of absence or a prorated part thereof.
- 10.09 Family Illness Leave
- 10.09.01 Each employee may have a maximum of seven (7) days leave each School Fiscal Year due to the illnesses or injuries of members of the employee's immediate family, as that term is defined in Bereavement Leave. The District may, at the discretion of the employee's supervisor, request verification that the illness requires the presence of the employee. Each day of such leave taken shall be deducted from the employee's current, then accumulated sick leave.
- 10.09.02 In extraordinary circumstances of family illness, the Board may approve payment of salary during the absence of an employee, subject to the deduction of sick leave and such District expenses as may be appropriate, such approval based on the recommendation of the Superintendent and the President of the Employee Union/Organization. Such situations shall be periodically reviewed in no less than a forty-five day period following the onset of the illness. The District shall not deduct for that period of time more than the employee's gross pay, less Federal withholding, social security, and group health, life and dental insurance deductions. The employee shall be entitled to return to his/her same position on return from this leave.

10.10 Bereavement Leave

10.10.01 Immediate Family

Leave of not more than five (5) consecutive days shall be allowed as reasonably necessary in each case of death in the employee's immediate family, unless non-consecutive days are needed to attend the funeral or other services. Immediate family shall be defined as: parent, parent-in-law, step-parent, brother, step-brother, sister, step-sister, child, step-child, spouse, son-in-law, daughter-in-law or grandchild. Days shall be deducted from current then accumulated sick leave. In the event an employee has no current or accumulated sick leave available, up to three (3) days bereavement leave shall be allowed annually.

10.10.02 Other Family Members

Leave of not more than three (3) consecutive days shall be allowed as reasonably necessary in each case of death in the employee's family other than immediate family members, unless non-consecutive days are needed to attend the funeral or other services. Family members shall be defined as: brother-in-law, sister-in-law, grandparents, grandparents-in-law, or other members of the employee's household. Days shall be deducted from the current, then accumulated sick leave.

10.10.03 Others

Leave of not more than one (1) day shall be allowed as reasonably necessary to attend the funeral of others close to the employee. The day missed shall be deducted from the employee's current sick leave first, then accumulated sick leave.

10.10.04 Extraordinary Circumstances

In extraordinary circumstances involving the death of an immediate family member as defined in this article, the Board may approve an extended bereavement leave, without pay. The employee shall be responsible for paying to the Finance Department on request the full cost of group insurance during such period. Such approval will be based on the recommendation of the Superintendent and the

President of the Employee Union/Organization. Such situations shall be reviewed periodically at approximately forty-five calendar day intervals, or such shorter period as the Board may determine to be appropriate. The employee shall retain his or her assignment under this policy.

10.11 Sick Leave

10.11.01 Each employee shall be entitled to receive one and one-fourth (1 1/4) days of sick leave for each month the employee is employed by the District. Sick leave shall be administered as follows:

10.11.02 On the employee's first day of work in each new School Fiscal Year, the employee will be credited with the number of sick leave days equal to the number of full months, or major fraction thereof, that the employee can reasonably be expected to be employed by the District during the current School Fiscal Year.

10.11.03 Such sick leave shall then be available to the employee to be used on days the employee is scheduled to work and is unable to report to work due to illness, injury or disability. Sick leave may not be exchanged for a day of illness, injury or disability occurring during the term of an approved vacation unless the employee provides documented medical evidence of illness, injury or disability occurring the workday prior to the time the vacation period began. If personal sickness results in documented hospitalization, a request can be made to exchange vacation for sick leave for the remainder of the vacation.

10.11.04 If at the end of the School Fiscal Year an employee has sick leave which the employee has not used, such sick leave days shall be added to the employee's allotment of sick leave days for the following School Fiscal Year, if the employee continues in District employment. Such accumulation of sick leave day shall not exceed one hundred seventy-six (176) days, in addition to the annual allotment.

10.11.05 After three (3) consecutive days of sick leave use, proof in the form of a physician's statement of illness, injury or disability for further use of sick leave is required prior to return to work. In the event the Immediate Supervisor suspects misuse of sick leave, the District reserves the right to require proof in the form of a physicians statement of illness, injury, or disability at any time. If the District requires a second opinion, the District will absorb the cost of that second opinion from a provider of its choice.

10.11.06 Should an employee leave the District for any reason, used but unearned sick leave will be recovered from the final paycheck.

10.12 Personal Sick Leave Assistance

10.12.01 Each District employee eligible for sick leave benefits (excluding workers' compensation) may elect to participate in the District-wide Sick Leave Assistance Plan established by this Article.

10.12.02 Each participant who has used all of the employee's personal sick leave (current and accumulated) may petition the District-wide Sick Leave Assistance Committee for sick leave assistance. However, such leave may not be granted until the employee has utilized consecutive full days of either paid or unpaid sick leave or combination thereof in an amount equal to 200% of their annual sick leave allocation. Extraordinary medical circumstances may be appealed to the Superintendent.

10.12.03 The maximum number of sick leave days which the District-wide Sick Leave Assistance Committee may provide to a participant is thirty (30) days annually.

10.12.04 Such additional sick leave days shall not be deducted from the recipient's future accumulated sick leave. However, each participant who has received assistance from the District-wide sick leave assistance plan must contribute not less than one (1) day of the employee's unused sick leave entitlement to the Sick Leave Assistance Plan on a form provided by the Human Resources Department.

- 10.12.05 The District-wide Sick Leave Assistance Committee shall be composed of one representative from each of the employee groups participating in the plan, to be selected by the respective employee groups.
- 10.12.06 The committee shall establish guidelines to govern its decision making process regarding the grant or denial of requests for sick leave assistance. These guidelines are specified on the application form provided by the Human Resources Department. These guidelines provide a process of insuring that sick leave assistance is made available only to those applicants who demonstrate a need for such assistance.
- 10.12.07 The application for additional sick leave shall be submitted to the Human Resources Department on a form provided to the buildings by the Human Resources Department. The Human Resources Department will forward copies to the Sick Leave Assistance Committee, to the building principal or appropriate supervisor, and to the appropriate Employee Union/Organization. The committee's decision will be forwarded to the Human Resources Department for distribution to the employee, the building principal, and the appropriate Employee Union/Organization.
- 10.12.08 The District Human Resources Department shall annually make a written report to the Superintendent and the committee regarding the operation of the plan during the preceding year.
- 10.13 Military Leave
- 10.13.01 Employees of the District who qualify under the Uniform Employment and Reemployment Rights Act (USERRA) shall receive all leave, benefits and protections afforded by that Act.
- 10.13.02 Employees who qualify for leave under USERRA for a period not to exceed fifteen (15) working days in any calendar year, shall receive from the District the difference between their daily rate of pay with the District and their daily rate of pay received while on military

duty. The employee shall provide written documentation of the daily military rate from their military commander to the Asst. Superintendent HR/Legal Services or Designee.

- 10.13.03 Time off in excess of fifteen (15) days per calendar year must be charged to vacation time or will be processed as leave without pay.
- 10.13.04 Employees requesting military leave will provide notice and documentation to the District as required by USERRA. The documentation shall be provided to the Assistant Superintendent HR/Legal Services or Designee.
- 10.13.05 A record of military leave taken will be maintained by the District.

ARTICLE 11. EVALUATION

- 11.01 Each employee shall be evaluated in writing at least once each calendar year. The evaluation shall be performed by the employee's Immediate Supervisor. A copy of the written evaluation shall be provided to the employee in a conference with the evaluator. Nothing contained in this Agreement shall prevent the District from performing additional evaluations of employee performance. The employee shall acknowledge in writing receipt of each evaluation report and shall have the right to add comments to a written evaluation report.
- 11.02 When a formal evaluation reveals deficiencies that place an employee's continued employment in question, the evaluator shall include a statement of the deficiencies.
- 11.03 Each employee shall have the right, upon request, to review the contents of the employee's official employment file and to place therein written reactions to any of the documents in the file. The employee shall have the right to make copies of any item in the file and to be accompanied by a representative of his/her choosing during the review of the file. The District may charge for copies.

ARTICLE 12. REDUCTION

- 12.01 The District reserves the right to reduce the number of District employees, the number of hours worked by District employees and each employee's work schedule.
- 12.02 In the event the District intends to reduce the number of employees within an employee Unit, the reduction shall be done based on District seniority within position classification (Appendix C), and notice shall be given to the affected employees and to the Employee Union/Organization not less than thirty (30) days prior to the effective date of the reduction. Such notice shall also be given in the event that the employee's average number of hours per pay period are to be reduced.
- 12.03 An employee whose employment with the District has been terminated due to a reduction in the number of employees shall be placed on a Unit recall list. An employee's name, once placed on the recall list, shall be maintained on the recall list until either the employee has been recalled to District employment or the expiration of one year from the date of termination, whichever comes first.
- 12.04 In the event of a vacancy in the former employee's Unit, the position shall be offered to the most senior qualified former employee on the recall list. If a former employee declines a position offered, the person's name shall be removed from the recall list, and the District shall have no further obligation with regard to that person.
- 12.05 A Unit seniority list shall be prepared annually by the District, not later than November 1. The District shall provide a copy of this list annually to the Employee Union/Organization.
- 12.06 Insurance Benefits - An employee who has received a notice of lay-off may continue to participate in the group insurance program pursuant to Federal law.

ARTICLE 13. DISCIPLINE

- 13.01 No employee shall be disciplined without just cause. In no case shall this be done publicly except as required in State law.
- 13.02 Except in the case of an oral reprimand under 13.03.01, on any occasion in which an employee receives disciplinary action which may affect his/her employment status, the employee shall be provided reasonable notice of such meeting in advance and notified of his/her right to have an Employee Union/Organization representative present.
- 13.03 The administration and the Board shall have the authority to discipline employees consistent with this section. Such discipline shall be progressive through the following steps beginning with 13.03.01, or with whatever step may be appropriate to the situation.
- 13.03.01 Oral reprimand by the principal or supervisor.
- 13.03.02 Written reprimand by the principal or supervisor.
- 13.03.03 Suspension without pay for up to three (3) days by the Assistant Superintendent HR/Legal Services or Superintendent or Designee.
- 13.03.04 Suspension without pay for up to ten (10) days by Assistant Superintendent HR/Legal Services or Superintendent or Designee.
- 13.03.05 Suspension with or without pay by the Superintendent not to exceed ninety (90) working days.
- 13.03.06 Termination of employment: At any discipline step except 13.03.01 and 13.03.06, a written communication shall state what conduct is expected, what conduct is not to occur, and the consequences of further misconduct.
- 13.04 If the behavior recurs, any discipline shall begin with the step which is appropriate for the frequency and the lapse of time since the last disciplinary action for the same or similar offense.
- 13.05 Paragraph 13.03.05 of this Article may be used during a period of investigation, as an interim step, or as a form of discipline. If used as an interim step, the suspension shall be with full pay and benefits.
- 13.06 The imposition of discipline at any step below 13.03.05 shall not prohibit the district in an appropriate case from imposing discipline at a higher step in the same matter.

ARTICLE 14. WORKER'S COMPENSATION

- 14.01 The District provides worker's compensation benefits accordance with SDCL Title 62 to employees who qualify for such benefits.
- 14.02 The administration of worker's compensation shall be determined by the District.
- 14.03 An employee of the District absent due to injury or illness compensable under SDCL Title 62 shall choose either option "A", or option "B" of this Article.
- 14.03.01 Option "A" -- The employee may use personal sick leave (excluding the sick leave assistance) and vacation benefits to receive regular salary, with regular deductions being made, as long as the employee is determined by the District's worker's compensation provider or administrator to be unable to return to work. The employee shall endorse and surrender to the District all worker's compensation checks received by the employee, and for each day of such absence an appropriate deduction from sick leave or vacation shall be made so as to compensate the District for the difference between the worker's compensation benefit and the employee's pay. For example, if the worker's compensation benefit is two-thirds of the employee's pay, one-third of a day shall be deducted from sick leave or vacation for each day of such absence. When the employee has exhausted all available sick leave and vacation, the employee shall automatically be changed to Option "B".
- 14.03.02 Option "B" -- The employee shall be placed on an unpaid leave of absence for a maximum of one year. The employee shall receive no pay or benefits from the District, and shall only be entitled to receive the appropriate compensation under worker's compensation, as determined by the District's worker's compensation insurance or administrator. During the unpaid leave or, if applicable, after available FMLA leave has been exhausted, the employee may continue to participate in the District's group insurance plans by paying 100 percent of the premiums.

14.04 Upon return from leave covered under Option "A" or 12 weeks of leave under FMLA, if applicable, whichever is greater, the employee shall, at the employee's request, be assigned to the same position. If the employee is absent beyond the period covered by Option "A" or FMLA, if applicable, whichever is greater, but is able to return work within one (1) year from the date the leave commenced, he/she shall be returned to the next Comparable Position that is open. The employee shall return at the same lane step and level on the salary schedule that he/she occupied when his/her absence commenced. However, if a new School Fiscal Year begins when the employee is on leave, a step change will be granted if appropriate under this Agreement.

ARTICLE 15. MISCELLANEOUS PROVISIONS

Employees shall be granted the privilege of enrolling in Community Education Classes without charge provided that conditions are satisfied as follows:

- 15.01 Class must have enough paid enrollments to cover the cost of the class.
- 15.02 Class would relate to the employee's job responsibilities.
- 15.03 Class would directly benefit the District's current operation.
- 15.04 Immediate Supervisor must approve the request of the employee and submit to the supervisor of Community Education Classes for authorization.

ARTICLE 16. NO-STRIKE PROVISION

It is recognized by the parties that South Dakota law, SDCL 3-18-10 prohibits strikes by public employees. The Employee Union/Organization agrees that it will discourage, and will not, directly nor indirectly, condone or participate in any strike. The word "strike" shall mean the failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from: the full, faithful and proper performance of the duties of employment by concerted action with others, and without the lawful approval of one's superior, or in any manner interfering with the operation of the District for the purpose of coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. In the event such

prohibited activity occurs, and upon notification from the District, the Employee Union/Organization will immediately take such action as is reasonable and necessary to terminate such activity and to provide written evidence to the District that the same has been accomplished. The Employee Union/Organization further recognizes and agrees, that violation of this no-strike agreement by the Employee Union/Organization, shall constitute breach of contract by the Employee Union/Organization. The District may take any action available under South Dakota law in the event of a strike.

ARTICLE 17. SURVIVAL OF RECOGNITION AND NO-STRIKE PROVISION

If this Agreement expires without a new Agreement between the parties, or is otherwise terminated before its intended time of expiration, the Recognition Clause and the No-Strike Clause shall survive the expiration or termination until such time as a new Agreement is made by the parties, or until the Employee Union/Organization is pursuant to law no longer the recognized bargaining representative.

ARTICLE 18. RETIREMENT PLAN

The District's participation in South Dakota Retirement System shall be continued under this contract.

ARTICLE 19. HOLIDAYS

For purposes of this Article, the holiday grant allocation per employee is calculated as the employee's FTE multiplied by eight (8) for each holiday.

19.01 Each employee shall be entitled to the following paid holidays:

July 4 th	Christmas Eve	Friday of Spring Break
Labor Day	Christmas Day	Memorial Day
Veteran's Day	New Year's Eve	
Thanksgiving Day	New Year's Day	
Friday after Thanksgiving (A)		

Any summer holidays not falling within the calendar of 9 or 10-month employees do not apply.

This provision does not apply in the case of an employee who does not work a full regularly scheduled workday, sometime both prior to and after the holiday.

19.02 Should a holiday fall on Saturday, the previous Friday shall be a holiday; should a holiday fall on Sunday, the following Monday shall be a holiday. In the event the following Monday or a previous Friday is a day that school is in session then the Superintendent is authorized to declare another day as a holiday and paid as such or to make whatever adjustments are necessary to comply with the spirit of this Article.

The Director of Operational Services may assign up to 20 percent (20%) of the employees to work on this holiday as needed. Those employees shall be paid for the day at one and one-half (1 ½) times the employee's hourly rate.

ARTICLE 20. VACATION

For purposes of this Article, all vacation shall be deducted in no less than 15 minute increments. The vacation grant allocation per employee is calculated as the employee's FTE multiplied by eight (8) times the total days available for each employee.

20.01 During the first School Fiscal Year of employment, employees shall earn ten (10) days vacation with pay. After nine (9) years of service, an employee is eligible for fifteen (15) days of vacation with pay, and after fifteen (15) years of service, the employee is eligible for twenty (20) days vacation with pay. An employee's eligibility period, entitling him to fifteen (15) days vacation after nine (9) years of service, twenty (20) days vacation after fifteen (15) years of service will include any month through December 31 of his anniversary year. Custodians employed less than one (1) fiscal year shall earn days of vacation with pay on a prorated basis. Vacation may accumulate up to a maximum of 40 days.

20.02 In case of death of an employee, compensation for accumulated vacation days will be paid to the survivor up to a maximum of 40 days.

20.03 An employee who resigns giving two weeks notice will be compensated for accumulated vacation days up to a maximum of 40 days. If an employee gives less than two (2) weeks' notice of resigning, he/she will forfeit all accumulated vacation rights. Vacation cannot be taken in the final two weeks of employment

unless approved by the Superintendent or Designee. Should an employee leave the District for any reason, used but unearned vacation will be recovered from the final paycheck.

20.04 Request for vacation time shall be subject to the approval of the Director of Operational Services. Requests shall be submitted by April 1 for the subsequent twelve (12) month period beginning July 1 and ending June 30. Later applications may be submitted, but shall be submitted as soon as practicable and shall be subject to the guidelines of this Agreement.

20.04.01 During non-school days no more than twelve (12) members of the custodial staff, two (2) members of the carpenter shop and two (2) members of the mechanical shop shall be on vacation at any one time unless in the judgment of the Director of Operational Services a larger number of staff may be on vacation without jeopardizing the efficient operation of the department and the District.

20.04.02 During school days no more than six (6) members of the custodial staff, two (2) members of the carpenter shop and two (2) members of the mechanical shop shall be on vacation at any one time unless in the judgment of the Director of Operational Services a larger number of staff may be on vacation without jeopardizing the efficient operation of the department and the District.

20.04.03 When considering approval of a vacation request, the Director of Operational Services shall consider the employee's position, status and building assignment.

20.04.04 It is understood that at the time vacation applications are made, the school calendar for the coming year may not have been determined. Therefore, the actual vacation dates may have to be adjusted to conform to the actual school calendar. For example, a vacation request for spring break will be adjusted to conform to the spring break dates set by the adopted calendar.

20.04.05 In the event of a conflict in vacation requests, the Director of Operational Services, in granting or denying under this Article, shall make such determinations according to seniority. However,

seniority shall not permit an employee with more seniority to prevent an employee with less seniority from their choice of vacations, two years in succession. Nor shall late applicants, regardless of seniority, be granted vacation over an employee with less seniority whose vacation application was received prior to the April 1 deadline.

- 20.04.06 In the event an emergency situation arises, the Director of Operational Services will have the authority to cancel vacations. In that event, employees will be permitted to request rescheduling of vacations at the next available time.
- 20.04.07 If an employee changes position within the Department between the time the vacation is requested and actually taken, the vacation requested may be denied or changed to a different day or days.
- 20.04.08 No vacation will be granted during the periods: Two weeks immediately prior to the first day of student attendance, the first two weeks of student attendance, the last week of student attendance and the first week following the last day of student attendance. Any exception to this restriction must be approved by both the Immediate Supervisor and the Director of Operational Services or designee.

ARTICLE 21. VOLUNTARY AND INVOLUNTARY TRANSFERS

- 21.01 In order to recognize career change as a value to the District and to employees, the administration shall make provisions for the transfer of custodial staff personnel according to the following procedures.
- 21.02 Whenever a vacancy occurs in the custodial staff, except for high school training positions (new hires), a notice shall be sent via email and the vacancy shall be posted online through the District's website for five (5) working days.

- 21.03 Those interested in transferring to a posted position shall submit a transfer request form online through the District's website. The custodian must inform his/her Immediate Supervisor in writing or by email of the transfer request. Any employee of the Operational Services department may apply for any position posted by Operational Services provided all qualifications under Custodial Agreement 21.03, 21.04, and 21.05 are met.
- 21.04 The five (5) most senior qualified custodial applicants shall be interviewed for the position, and the position shall be filled from among those applicants. Qualifications shall be determined by management, based on job descriptions. An employee who has an unresolved "Needs Development" on an evaluation is not qualified for transfer.
- 21.05 For the following groups: Grounds, high school engineers and plant maintenance, the five (5) most qualified applicants shall be interviewed for the position, and the position shall be filled from among those applicants. Qualifications shall be determined by management based on job descriptions. An employee who has an unresolved "Needs Development" on an evaluation is not qualified for transfer.
- 21.06 All transfer applicants shall be informed of the disposition of their transfer request, once the position has been filled.
- 21.07 Qualified persons on lay-off as a result of District reduction in force will be placed prior to new employees being hired.
- 21.08 In the event there are no qualified applicants for a posting, the position shall be filled at the discretion of the Director of Operational Service and building administrator.
- 21.09 Involuntary Transfer by Superintendent: Involuntary transfer by the Superintendent may be made in the best interest of the District. In the event the Superintendent makes an involuntary transfer, the Superintendent shall inform the affected employee in writing of the reason(s) for the transfer. The employee may appeal the decision to the Superintendent within two (2) days of written notification of the transfer. The decision of the Superintendent may not be appealed. The affected employee shall not suffer a loss of pay or benefit.

ARTICLE 22. SUBSTITUTIONS

22.01 In case of an absence of an employee, the Director of Operational Services may provide a substitute in the following manner:

22.02 An elementary custodial engineer vacancy (sick leave) shall be filled first with the 1-9 custodian position in said building. If due to a personal reason, the 1-9 custodian does not wish to fill the vacancy, it will be offered, in order of the most senior, to other custodians in the building. If due to personal reasons, no one from the building fills the position, the vacancy shall be filled with a roving sub. If no roving sub is available, the vacancy can be filled at the discretion of the Director of Operational Services.

22.03 In no event shall any vacancy in any elementary school building be filled by a three-month probation employee or a person who is not a regular employee of the custodial and maintenance department with the exception of summer custodial help hired for summer only.

22.04 All other vacancies may be filled in any manner deemed appropriate by the District.

22.05 The employee substituting in a higher grade will move to the first lane on the higher grade that will give an increase in rate. The substitute at the higher grade will receive the higher rate beginning after the fifth consecutive working day of substitution at the higher grade retroactive to day one.

ARTICLE 23. IMMEDIATE SUPERVISOR

All Members of the custodial and maintenance staff are directly responsible to the building principal or location supervisor for the general maintenance and operation of buildings even though their assignment and job responsibilities are specified by the Director of Operational Services.

ARTICLE 24. UNIFORMS

24.01 The District shall specify the uniform to be worn by employees of the department. The specified uniform shall include a requirement for a safety shoe to be provided for by the District. Safety shoes shall be purchased from a designated list of shoes provided by Operational Services. Employees may submit alternative shoe types for approval. If approved, the District would

reimburse the employee the cost up to the maximum per pair cost on the designated list. Any additional costs would be the employee's responsibility.

24.02 The administration shall procure three (3) sets uniforms (shirts and trousers, with proper identifications) annually for the members of the Custodial and Maintenance Department.

24.03 Any employee completing three (3) months of training will receive uniforms if employment is continued.

ARTICLE 25. DUES DEDUCTION

Upon written authorization by the Employee Union/Organization dues shall be withheld from the employee's pay, and forwarded to the Union (Local 1025). Such deduction shall remain in effect until terminated by the employee upon sixty (60) days written notice in advance to the District Business Manager, with a copy to the Employee Union/Organization, or upon termination of the employee's employment with the District. Such termination of dues deduction shall be reflected in the employee's first paycheck following the sixty (60) day notification. The Employee Union/Organization shall notify the Business Manager of the amount to be deducted during the next twelve (12) months not later than January 5. If the deduction is terminated during the fiscal year by the employee, it cannot be reinstated during the same fiscal year.

ARTICLE 26. SHIFT DIFFERENTIAL

26.01 Each employee regularly assigned to a shift regularly scheduled to begin between 3:00 p.m. and 3:00 a.m., both inclusive, and all weekend schedules shall be paid a shift differential of \$.50 (fifty cents) per hour for each hour worked on that shift.

26.02 This shift differential shall apply to a regular assignment when worked. This shift differential shall also be paid to a substitute who does not qualify for the higher rate of pay as outlined in 22.05.

26.03 This shift differential shall apply to all positions scheduled as per 26.01 during the summer months.

26.04 This shift differential shall apply to holidays worked.

ARTICLE 27. EMERGENCY CALL-IN

An emergency is an event that requires the employee to immediately report to work outside the employee's work schedule. One and one-half (1 ½) times the employee's hourly rate shall be guaranteed for a minimum of two (2) hours for emergency call-in commencing from the time the employee leaves home. One and one-half (1 ½) times the employee's hourly rate shall be paid for actual time worked exceeding two (2) hours for emergency call-in.

ARTICLE 28. COMPOSITION OF WORK-FORCE

Not more than ten (10) percent of the employees of the department shall be employed as part-time. This does not apply to temporary summer help.

ARTICLE 29. AGREEMENT, DURATION AND SIGNATURES

29.01 This Agreement constitutes the entire Agreement between the parties and any terms, conditions, statements and representations, oral or written, not contained in this Agreement, shall not be binding on the parties. The content of this Agreement may not be renegotiated during the term of the Agreement, except by mutual consent.

29.02 This Agreement shall be effective from the first day of July 2013, through the thirtieth day of June 2018, on language items, salary and fringe benefit dollars.

29.03 In witness whereof the parties have caused duplicate originals of this agreement to be signed at Sioux Falls, South Dakota, the 8th day of May 2013.

Custodial and Maintenance
AFSCME Local 1025

By John Beasley
Its President

Sioux Falls School District 49-5

By [Signature]
Its President

By [Signature]
Its Business Manager

Job Level	Proposed Schedule															
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
Q	28.39	28.70	29.01	29.32	29.63	29.94	30.25	30.56	30.87	31.18	31.49	31.80	32.11	32.42	32.73	33.04
P	26.29	26.58	26.86	27.15	27.44	27.73	28.01	28.30	28.59	28.87	29.16	29.45	29.74	30.02	30.31	30.60
O	23.54	23.80	24.05	24.31	24.57	24.83	25.08	25.34	25.60	25.85	26.11	26.37	26.62	26.88	27.14	27.40
N	21.42	21.65	21.89	22.12	22.36	22.59	22.82	23.06	23.29	23.53	23.76	23.99	24.23	24.46	24.69	24.93
M	19.45	19.66	19.87	20.09	20.30	20.51	20.72	20.94	21.15	21.36	21.57	21.79	22.00	22.21	22.42	22.64
L	17.49	17.68	17.87	18.06	18.25	18.44	18.64	18.83	19.02	19.21	19.40	19.59	19.78	19.97	20.16	20.35
K	15.64	15.81	15.98	16.15	16.32	16.49	16.66	16.84	17.01	17.18	17.35	17.52	17.69	17.86	18.03	18.20
J	14.93	15.09	15.26	15.42	15.58	15.75	15.91	16.07	16.23	16.40	16.56	16.72	16.89	17.05	17.21	17.38
I	13.77	13.92	14.07	14.22	14.37	14.52	14.67	14.82	14.97	15.12	15.27	15.42	15.57	15.72	15.88	16.03
G	13.19	13.33	13.48	13.62	13.77	13.91	14.05	14.20	14.34	14.49	14.63	14.77	14.92	15.06	15.21	15.35
F	12.25	12.38	12.52	12.65	12.79	12.92	13.05	13.19	13.32	13.45	13.59	13.72	13.86	13.99	14.12	14.26
D	11.75	11.88	12.01	12.13	12.26	12.39	12.52	12.65	12.78	12.90	13.03	13.16	13.29	13.42	13.55	13.67
C	10.76	10.88	10.99	11.11	11.23	11.35	11.46	11.58	11.70	11.82	11.93	12.05	12.17	12.29	12.40	12.52
A	10.32	10.43	10.55	10.66	10.77	10.88	11.00	11.11	11.22	11.33	11.45	11.56	11.67	11.79	11.90	12.01

APPENDIX A

"APPENDIX B"
UNIFORM SALARY SCHEDULE
JOB LEVELS

Custodians

<u>LEVEL</u>	<u>POSITIONS</u>
F	Custodians
I	Mail person/Truck Driver/Warehouse, Operational Services Custodian, Groundskeeper II, Middle School Custodians, STI Custodians, Central Kitchen Custodians
K	Custodian Engineer, Groundskeeper I, Elementary Building Custodian - Evenings
L	Engineer, Carpenter, Mechanic

Appendix "C"
Unit Reduction
Position Classification

Custodians

Plant Maintenance Technician – Mechanical, Engineer

Plant Maintenance Technician – Facilities and Grounds, Groundskeeper

Per Student Allocation Increase	Salary Adjustment
5.0%	4.0%
4.5%	3.75%
3.7%	3.5%
3.3%	3.3%
2.3%	2.3%
1.7%	2.0%
1.0%	1.75%
0.0%	1.25%
-2.5%	0%
-5.0%	-1.25%

APPENDIX "D"

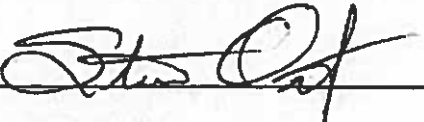
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between The Sioux Falls School District 49-5 (hereinafter "District") and the Custodial and Maintenance AFSCME Local 1025 (hereinafter "Employee Union/Organization").

1. The parties acknowledge that an existing agreement between them covers the period from July 1st, 2013 – June 30th, 2018. The parties hereby modify that Agreement as specified in, and limited to this MOU.
2. The existing agreement includes Article 6 on Grievance Procedure. Section 6.02.02 allows for One (1) designated representative from the Employee Union/Organization to be present during a Level 2 grievance.
3. The parties agree that the provision listed below will apply to Article 6 for remaining three and a half years of this agreement.
 - A. Article 6 Section 6.02.02 will now read as follows, "Level II. If the Grievance is not resolved at Level I, then the grievant may refer the Grievance to the Superintendent or Designee within ten (10) days of the Level I response. The Superintendent or Designee shall arrange with the grievant for a meeting to take place within ten (10) days of the Superintendent or Designee's receipt of the appeal. The grievant shall have the right to include in its representation such witnesses and two (2) chosen representatives from the Employee Union/Organization as it deems necessary. The Superintendent or Designee shall have the right to include his/her representatives and witnesses."

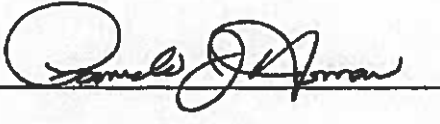
Dated this 4 day of Dec., 2014.

Custodial and Maintenance
AFSCME Local 1025

By 

Its President

Sioux Falls School District 49-5

By 

Its Superintendent