

MCEA AGREEMENT

2021-2024

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MCEA AGREEMENT (Signatures of Approval)

CLASSIFIED EVALUATION FORMS

PREAMBLE

This Agreement, between the Board of Education of Mitchell School District No. 17-2, and the Mitchell Classified Association (MCEA) incorporates a number of understandings which derive from the parties mutual beliefs that each employee is entitled to know the terms and conditions of their employment, that the parties recognize the importance of orderly, just, and expeditious resolution of disputes which may arise, and that by accepting the provisions of this Agreement do commit to work cooperatively and in good faith.

ARTICLE 1. RECOGNITION

Section A. Recognition. Pursuant to SDCL 3-18, the Board of Education of Mitchell School District #17-2, Davison County, South Dakota, hereinafter referred to as the "Board", recognizes the Mitchell Classified Education Association (MCEA), and affiliate of the South Dakota Education Association (SDEA) and the National Education Association (NEA), hereinafter referred to as the "Association", as the sole and exclusive representative for all classified employees of the Board in the categories of secretary, physical plant teams, custodian, instructional assistant or technician, and food service personnel, except employees at the Child Development Center. However, the positions of 'Employee Services Director' and 'Secretary to the Superintendent' shall not be included within the scope of this agreement.

Section B. Exclusivity. The Board agrees not to negotiate or to consult with any other employee organization, individual employee, or group of employees as defined in Section A. of this article, with regard to grievance procedures, rates of pay, wages, hours of employment, or other conditions of employment, unless otherwise provided for in this Agreement or unless mutually agreed to by the parties during the term of this Agreement.

Section C. Negotiations. Negotiations between the Board and the Association shall be conducted according to the following provisions:

1. Negotiations shall be conducted under the provisions of SDCL 3-18.
2. Negotiation sessions between the Board and the Association shall be scheduled at mutually convenient times. If a negotiation session is scheduled during regular work hours, the members of the Association negotiations team shall excused without loss of pay or benefits.
3. During the duration of this Agreement, amendments may be proposed for negotiations by either party. If both parties agree, the amendment(s) shall be reduced to writing and shall be initialed by the representatives and incorporated as part of this Agreement.
4. In the event negotiations have failed to reach settlement by July 1 of the year the contract expires, all salary proposals and benefit contributions determined in the final settlement shall be retroactive to July 1 of the year of expiration.

ARTICLE 2. DEFINITIONS

Employment Year: The period from July 1 through June 30.

District: Mitchell School District No. 17-2

Employee: Any member of the bargaining unit as defined in Article 1, Section A.

Full-time: Thirty (30) or more hours employment per week.

Part-time: Less than thirty (30) hours employment per week.

Immediate Supervisor: The administrator responsible for the daily supervision of an employee.

ARTICLE 3. GRIEVANCE PROCEDURE

Section A. Definitions: The following definitions will be used in this Grievance Procedure:

1. **Grievance:** A complaint by an employee, group of employees or the Association based on an alleged violation, misinterpretation, or inequitable application of any existing written agreement, contract, policy, rule, or regulation of the District, as they apply to conditions of employment. Negotiations for, or a disagreement over, a non-existing agreement, contract, policy, rule, or regulation is not a “grievance” and is, therefore, not subject to this procedure.
2. **Grievant:** The employee, group of employees, or the Association making the complaint. In the case of a group of employees who are not otherwise associated, all employees in the group shall be named co-grievants.
3. **Appropriate Supervisor:** The administrator directly responsible for the action(s) giving rise to a grievance and/or capable of acting to resolve the grievance.
4. **Representative:** Another employee, Association representative, or legal counsel.
5. **Days:** Calendar days.

Section B. Purpose. The purpose of this procedure is to secure fair and equitable solutions to problems that may arise between employees and the District. In order to facilitate this purpose, these proceedings will be kept as informal and confidential as may be appropriate at any level.

Section C. Informal Procedure. An employee who has a grievance shall, within twenty (20) days of the time the employee knew or should have known of the action giving rise to the grievance, discuss the matter with the appropriate supervisor in an effort to resolve the matter informally.

Section D. Formal Procedures. If the grievant is not satisfied with the disposition of the grievance following the informal procedure, the employee shall have the right to submit the grievance under the following formal procedures.

Level One (Supervisor)

1. The grievance shall be reduced to writing and submitted to the appropriate supervisor within thirty (30) calendar days of the informal meeting provided in Section C. A copy of the grievance shall be submitted to the superintendent and the Association by the grievant.
2. The supervisor may hold a hearing with the grievant to discuss the grievance. Whether a hearing is held or not, the supervisor shall issue a written disposition of the grievance, with a copy to the Association, within twenty (20) calendar days or receipt of the written grievance.

Level Two (Superintendent)

1. If the grievant is not satisfied with the disposition of the grievance at Level One, or if no disposition is received within the time limit, the grievant may file a written appeal with the superintendent, with a copy to the Association, within twenty (20) calendar days of receipt of the Level One disposition or of expiration of the time limit. In the case of a grievance affecting a group of employees, the Association may initiate the grievance at Level Two.
2. The superintendent, or designee, shall conduct a hearing on the grievance within twenty (20) calendar days of receipt of the written appeal.
3. The superintendent, or designee, shall render a written decision on the grievance to the grievant, with a copy to the Association, within ten (10) calendar days of the hearing.

Level Three (Board of Education)

1. If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no disposition is received within the time limit, the grievant may file a written appeal with the Board with a copy to the Association, within ten (10) calendar days of receipt of the Level Two disposition or of expiration of the time limit.
2. The Board may appoint a committee to investigate the details of the grievance. If a grievance committee is appointed, they shall have ten (10) calendar days after receipt of the written appeal to conduct their investigation. A written report of their findings will be made available to the grievant or the Association upon request.
3. The Board shall conduct a hearing of the grievance within twenty (20) calendar days following receipt of the appeal or at its next regularly scheduled meeting. A written decision on the grievance will be provided to the grievant and the Association within five (5) calendar days of the hearing.

Level Four (Department of Labor)

If the grievance is not resolved at Level Three, or if no disposition is received within the time limit, the Association may file a written appeal of the grievance to the South Dakota Department of Labor, as provided in statute, within thirty (30) days of receipt of the Board's decision or expiration of the time limit. Each party shall be responsible for its own cost of such arbitration. Neither party shall be permitted to assert any grounds or

evidence before the Department of Labor that were not previously disclosed to the other party.

Section E. Procedures. The following rules shall govern any grievance proceeding:

1. The written grievance shall cite the agreement, contract, ordinance, policy, rule, or regulation under which the alleged violation, misinterpretation, or inequitable application occurred; the nature of grievance; and the desired resolution.
2. Forms for filing and processing grievances shall be prepared at the direction of the Board and made available to all employees through their supervisors or the Association.
3. The time limits provided herein may be extended by mutual written agreement of the parties.
4. A grievant may be represented at any level of this grievance procedure by no more than three (3) representatives, each of which shall be designated in writing to the appropriate supervisor prior to participation.
5. The Association shall receive copies of all grievances, appeals, and dispositions, and shall have the right to attend all hearings held under this grievance procedure.
6. A grievance may be resolved at any level by mutual agreement of the parties, provided such resolution is consistent with the terms and conditions of this Agreement and approved by the Association.
7. At all hearings conducted under this grievance procedure, the parties may call witnesses and present evidence relevant to the grievance. Employees called to participate in any meeting or hearing under this grievance procedure shall be excused to do so without loss of pay or benefits. Such excused time shall be limited only to that necessary to attend the grievance or hearing.
8. Failure of the administration or Board to respond within the time limit provided shall be deemed a denial of the grievance and the grievant may appeal to the next level. Failure of the grievant to appeal within the time limit provided shall waive the grievant's right to pursue the grievance. However, any grievance may be withdrawn at any level without establishing a precedent.
9. All records relating to a grievance shall be filed separately from the personnel file of the participant(s). No reprisal shall be taken against any employee for participation in any aspect of this grievance procedure.

ARTICLE 4. COMPENSATION

Section A. Wages.

Employee groups, including only those employed prior to December 31 of the previous year and covered under this contract, shall receive an average increase in their hourly wages.

Wage increases for the 2021-22, 2022-23, and 2023-24 fiscal years will be:

- A. Maintenance/Custodial, Para-Educator, and Clerical Employees: \$1.00/hour over the previous year.
- B. Food Service Employees: \$1.25/hour over the previous year.

In 2021-22, there will be no minimum or maximum raise for specific employees.

In 2022-23, the \$1 or \$1.25 increase will apply to all eligible applies, across the board.

In 2023-24, the raise will be as follows:

1. The MCEA Food Service Employee group agree to an increase of wages whereas the minimum raise will be \$0.50 and the maximum will be \$1.50 per hour with an average increase of \$0.75 per hour effective January 1, 2024
2. All other parties represented in the MCEA agreement, (custodial, maintenance, clerical, and para-educators) will agree to increase the wages of the employee groups by \$2.00 per hour, effective for January 1, 2024.

Section B. Pay Dates. All employees shall be paid on the 15th and 30th of each month except for February when the pay dates will be the 15th and the last working day.

All employees shall receive payroll compensation through direct deposit.

Section C. Overtime/Compensation Time. Payment of overtime and compensatory time shall be governed by the following provisions:

Overtime in excess of forty (40) worked hours per week shall be paid at one and one-half (1½) times the employee's regular wage rate. Overtime shall be compensated by compensatory time off, scheduled on a one-to-one and one-half (1:1½) basis, with the approval of the immediate supervisor, within forty (40) days of the overtime work. Overtime in excess of the employee's normal shift or workday, but less than forty (40) hours per week shall be compensated by payment at the employee's regular wage rate or by compensatory time off, at the employee's discretion. It shall be scheduled on a one-for-one (1:1) basis, with the approval of the immediate supervisor, within forty (40) days or the end of the end of the fiscal year whichever is later, of the overtime-work at the employee's discretion.

Section D. Substitute Wages. Substitute wages shall be according to the following provisions:

1. A current employee substituting for an absent employee shall be paid his/her current wage rate for any substituting up to eight (8) hours. If the substitution continues beyond eight (8) hours, the substituting employee shall be paid at his/her current step on the classification/level of the absent employee, but not less than the substituting employee's current wage rate.
2. An employee who is requested to and agrees to substitute for an absent teacher shall be paid at the District's appropriate regular rate for substitute teachers unless that is less than the employee's current rate of pay. Then the employee will be paid at their current wage rate.

Section E. Committees. An employee appointed to, or volunteering for, an official District committee or task force which meets beyond normal working hours shall be paid their regular rate of pay.

Section F. Worker's Compensation. An employee involved in an accident during work hours shall report the incident to the immediate supervisor within twenty-four (24) hours. Any employee injured in such an accident shall receive such compensation and expenses as prescribed by the Worker's Compensation Law of the State of South Dakota. Such compensation shall be supplemented by an amount sufficient to maintain the employee's regular wages for a period not to exceed the employee's accumulated sick leave. Sick leave shall be charged only for that portion in excess of the worker's compensation payment(s).

ARTICLE 5. FRINGE BENEFITS

Section A. Participation. The Board shall provide the insurance programs identified in Section C, below, for full-time employees who elect to participate in such program(s). Employees shall elect participation and notify the Board within thirty (30) days of initial employment, or during such open enrollment periods as may be established for the program(s).

Section B. Payment of Premiums. The Board shall pay the premium of such programs on a twelve (12) month basis. The Board shall collect the employee share of premium costs for program(s) elected by the employee through payroll deduction. The District's contribution to the health premium will be changed as per Section C, effective July 1.

Section C. Programs. The Board shall provide programs and contributions for eligible employees as follows:

1. **Health Insurance** – District percentage of premium for family health coverage shall be 50%. District percentage for two-party coverage shall be 50%. District percentage for single coverage shall be 75%. Additionally, any employees who shares family coverage with another employee shall be required to pay 10% of premium costs for a total of 20% for the married couple. All these percentages are based upon full-time twelve-month status and the \$1,500 deductible plan. The Board, at its sole discretion, may unilaterally re-open negotiations on this section, i.e. 'health insurance' at any time within the duration of this agreement. All these percentages are based upon full-time twelve-month status. The Board, at its sole discretion, may unilaterally re-open negotiations on this section, i.e. 'health insurance' at any time within the duration of this agreement.
2. **Dental Insurance** – District contribution shall be eighty percent (80%) coverage for family coverage and eighty percent (80%) for single coverage.
3. **Life Insurance** – Full premium cost for \$20,000 coverage. Eligible employees may elect to purchase additional coverage, subject to provisions of the master policy, by paying the full premium cost of such additional coverage.
4. **Disability Insurance** – MCEA members will pay the entire premium to eliminate tax liability for any benefits that might be received.

5. **125 Flexible Benefit Plan** – Employees who work at least thirty (30) hours per week are eligible to participate in this plan. Your dollars paid to this plan are not subject to Federal Income Tax or Social Security taxes. Contact payroll for more information.

Section D. Maintenance of Benefits. The Board shall provide copies of the master policies and benefit schedules for each program herein to the Association. The Board shall not change benefits or carriers for the program established herein without first consulting with the Association.

ARTICLE 6. EMPLOYMENT PROCEDURES

Section A. Employment Year. The employment year for employees is July 1 through June 30.

1. The work year for ten (10) month employees shall be a continuous period of ten (10) months as designated by the Board. The Board shall notify all ten (10) month employees of the designated period prior to July 1 of any year.
2. The work year for school year employees shall be the period encompassing all student-contact days, workshop days, in-service days designated by the appropriate supervisor and/or holidays in the school year, as established by the Board. The Board shall notify all school year employees of the calendar prior to July 1 of any year.

Section B. Workday. The normal workday shall be eight (8) hours. The supervisor of each work site shall establish the hours of the workday.

1. The workday for part-time employees shall consist of a continuous time period as established by the supervisor of each work site.
2. All employees shall be provided an unpaid uninterrupted duty-free meal break of at least thirty (30) consecutive minutes. Employees shall be free to leave the work site during a meal break.
3. All employees working at least six (6) hours per day shall be provided two (2) paid, duty-free work breaks of fifteen (15) minutes each per day. Employees working at least three (3) but less than six (6) hours per day shall be provided with one (1) paid duty-free work break of fifteen (15) minutes per day.
4. All employees scheduled to travel from one work site to another shall be provided necessary travel time, with no loss in pay or time, not to be included with lunch or other work breaks, and mileage shall be paid.
5. Setting and revising employee work schedules shall be the prerogative of the relevant supervisor. However, the following shall not be allowed unless agreed to by the employee or pursued through the reduction in force language (Article 12), when relevant:
 - a. Moving an employee from a daytime schedule to an evening schedule.
 - b. Reducing the number of hours an employee works.
 - c. Assigning custodial staff to work more than 10 Saturdays a year for activities.

- d. Failing to work with custodial staff on a particular Saturday scheduled, when doing so would interfere with special personal events of the custodial employee.
- e. Moving an employee's schedule to a permanent split shift, unless they were hired for such a position.

The normal work week shall be Monday through Friday, excluding holidays.

Section C. Time Cards. Employees shall record arrival and departure, including meal breaks, on the time clock provided at each work site. Additional time for an employee who "clocks in" prior to the start of the employee's shift shall not be allowed unless approved by the immediate supervisor in writing on file in the business office. Written proof of such authorization shall be provided to the employee before any work shall commence. Employees shall not request other employees to punch their time cards and shall not punch the card of another employee.

Section D. Overtime. Overtime is defined as work performed in excess of the employee's normal workweek. Except in an emergency, all overtime must be mutually agreed to by the employee and immediate supervisor. Overtime must be approved by the immediate supervisor in writing on file in the business office. Written proof of such authorization shall be provided to the employee before any work shall commence.

Section E. Emergency Closings. The following provisions shall apply in the event of school closings for inclement weather or other emergencies:

1. When school is canceled prior to the start of the workday, employees are not required to report unless directed by their immediate supervisor and twelve (12) month employees shall not be paid unless they take a personal day or a vacation day. If such day is made up, all nine (9) and ten (10) month employees shall work such make up day and shall be paid for their regular scheduled workday. Nine (9) and ten (10) month employees are not allowed to use sick leave to be paid for a snow day but may use personal leave to be paid for up to the first two snow days of a given school year.
2. When school starts late, all employees are expected to report as close to their regular starting time as possible. All employees shall be paid for hours worked, but may use personal or vacation day time to make up for time lost.
3. When the K-12 District schools are dismissed early or canceled, all employees, including employees for the administrative center, shall be paid for hours worked up to departure, or may use personal or vacation days to make up for time lost. Employees are required to leave school as soon as possible to ensure their individual safety, once student safety is secured and immediate job responsibilities have been completed.
4. The former provisions notwithstanding, all maintenance employees, including those with a shared position between custodial and maintenance, shall be available for snow removal and be able to be contacted when snow removal is necessary, except in instances approved by the Director of Buildings and Grounds.

Section F. Call Time. Any employee called to return to work, outside the employee's regularly scheduled workday, shall be paid a minimum of two (2) hours at the appropriate rate. This call time pertains only to a recall event, not a scheduled event.

Section G. Unsafe or Hazardous Conditions. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. There shall be no more than 12 hours worked in a continuous shift for snow removal without at least an 8 hour break because of safety reasons with personnel and equipment.

ARTICLE 7. HOLIDAYS AND VACATION

Section A. Holidays. The following days are designated as paid holidays for all twelve (12) month employees working **K-12**: Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve Day, Christmas Day, New Year's Day, Good Friday, Memorial Day and either Presidents' Day or Veterans' Day but not both.

1. Ten (10) month employees and school year employees shall receive holiday pay for all holidays that fall within the work year as provided in Article 6 of this agreement.
2. Holiday pay shall equal the number of hours for which the employee is regularly scheduled on each day.
3. If a holiday falls on a Sunday, it shall be observed on the following Monday; if a holiday falls on a Saturday, it shall be observed on the preceding Friday.
4. When early dismissal occurs for students, nine (9) month classified personnel may work or be dismissed at the discretion of the supervisor.

Section B. Vacation. Employees shall be granted vacation according to the following provisions:

1. Twelve (12) month employees shall be granted ten (10) days of vacation per year for the first five years of employment, an additional one (1) days per year for the next ten (10) years of employment (years 6 through 15), to a maximum annual vacation of twenty (20) days.
2. Eleven (11) month employees shall be granted 7.5 days of vacation per year for the first five (5) years of employment, and an additional .75 days per year for the next ten (10) years of employment (years 6 through 15), to a maximum annual vacation of fifteen (15) days.
3. Ten (10) month employees shall be granted five (5) days of vacation per year for the first five (5) years of employment, and an additional one-half (1/2) day per year for the next ten (10) years of employment (years 6 through 15), to be maximum annual vacation of ten (10) days.
4. Vacation will not be granted until an employee has been employed for at least six (6) months.
5. Employees may use earned vacation time any time during the employment year. The employee shall submit the Classified Annual Leave form to the immediate supervisor

for approval at least five (5) days prior to the intended leave. Vacation shall be granted on a quarter-hourly basis.

6. Daily vacation pay shall equal the pay for the number of hours for which the employee is regularly scheduled per day.
7. Employees who resign their employment with at least two (2) weeks written notice, shall be paid for any vacation days earned but not used during the employment year up to a maximum of twenty (20) days. The number of such days shall be prorated according to the amount of time worked during the employment year. An employee who does not provide at least two (2) weeks written notice shall not receive such pay.

ARTICLE 8. LEAVES OF ABSENCE

Section A. Procedure. Employees who expect to be absent from work shall submit a leave request to the immediate supervisor at least three (3) days prior to the requested leave, except for sick leave, in which case the employee shall submit the leave request on the first day of work following the absence. An employee who willfully misuses any leave or who misrepresents any statement or condition shall be subject to disciplinary action. Daily pay for paid leave shall equal the pay for the number of hours for which the employee is regularly scheduled per day. Leaves will be given upfront. (Though personal leave and vacation leave will not be granted until after the probationary period has concluded.) Employees who resign or are dismissed from their positions shall have the number of days prorated according to the amount of time worked during the employment year. Excess time used after proration will be deducted from the last payroll.

Section B. Leave Without Pay. Leave without pay may be granted to an employee on the recommendation of the immediate supervisor and the approval of the superintendent or designee. Employees must use all personal and vacation days available to them prior to applying for leave without pay.

Section C. Sick Leave. All employees shall receive sick leave credit at the rate of one (1) day per month plus one (1) additional day per year.

1. Sick leave is to allow an employee to be absent without loss of pay for personal illness, including childbirth and recovery from childbirth. Sick leave may be used for medical or dental appointments only in cases of emergency or unavoidable conflicts with work hours.
2. Sick leave shall be granted on a quarter-hourly basis. The annual total sick leave credit shall be granted on the first day of employment each contract year. Unused sick leave shall be allowed to accumulate without limitation.
3. Sick leave may also be used when the employee's spouse, child or parent requires hospitalization for a serious illness. However, sick leave usage for parents under this provision shall be limited to 2 days per year. Additionally, sick leave may also be used when other relatives, legally dependent upon the employee as declared by a court of competent jurisdiction, require hospitalization for a series illness.
4. After the birth or adoption of a child, the employee has a maximum of six (6) weeks or (8) weeks for a caesarean when accompanied by a note from a physician paid leave

using a combination of sick leave, and any other time off such as holiday or personal leave for routine maternity leave of absence. Any additional sick leave days to be used after the six (6) consecutive weeks must be requested in writing by attending physician. An employee may take six (6) additional weeks of unpaid leave as per Family Medical Leave Act. Any employee may take six (6) additional weeks of unpaid leave, as per Family Medical Leave Act, whether the child is natural born or adopted.

5. After employees have used sick leave and/or sick leave bank days over a period of 90 consecutive calendar days, they will no longer be eligible to use sick leave and/or sick leave bank days.
6. Use of the sick leave bank will not be granted until an employee has been employed for at least six (6) months. A sick bank will be available to allow full-time nine (9), ten (10) and twelve (12) month employees who use all of their sick leave in one (1) employment year to access additional days for serious illness or injury of the employee. For nine (9) and ten (10) month employees, days from the sick bank will be used only for scheduled workdays. All full-time employees will donate two (2) sick leave days based upon their hours worked per day after they have worked for at least six (6) months. This two (2) day donation is a one-time accumulation. The use of sick bank days shall not exceed the days needed to qualify for the employee's long-term disability insurance coverage.

Employees who use days from the sick bank will repay those days in subsequent years at a rate of 3 days per year (or higher if voluntarily elected by the employee) until the entire number of sick days borrowed from the bank is paid back to the bank. In the event that an employee discontinues employment with the district before all borrowed days are paid back, the remaining days will simply be 'written off' and the person leaving the district shall have no further obligation to the bank.

7. A doctor's written explanation of the illness or injury shall be required and the Superintendent shall review and approve the use of sick bank time before an employee may draw from the sick leave bank. The Superintendent shall not unreasonably disapprove requests for sick bank days.

Full time twelve (12) month, ten (10) month and nine (9) month employees who choose not to participate in the long term disability insurance coverage and who use all of their sick leave in one (1) employment year, may access the sick leave bank due to serious illness or injury for the number of days equal to the days needed beyond their sick leave days as if they were qualifying for long term disability insurance coverage. Days needed beyond that number will be pay deduct leave. If no days are available in the sick leave bank when a request is made, the qualified employee may be granted pay deduct for the days needed.

Full time twelve (12) month, ten (10) month and nine (9) month employees may also contribute up to a maximum of two hundred and fifty (250) hours of unused sick leave to the MCEA sick bank when they retire. The sick leave bank will be reviewed annually during negotiations to determine if the size of the sick leave bank is sufficient to meet qualified requests for usage.

Abuse of the sick bank shall be grounds for dismissal.

8. A pregnant employee may continue active employment as late in the pregnancy as she desires, provided she is able to properly perform the required duties. The District may require the employee to take leave if evidence indicates the employee is not properly performing the required duties.

Section D. Bereavement Leave. Leave without loss of pay of up to five (5) days per school year will be granted to an employee for the funeral of a member of the employee's immediate family. Additional days may be granted by the Superintendent if special circumstances warrant and shall be deducted from sick leave. Additional days without loss of pay may be granted by the Superintendent if special circumstances warrant. Immediate family shall be defined as spouse, parent, stepparent, child, stepchild, fiancée, fiancé, parent-in-law, stepparent-in-law, daughter-in-law, son-in-law, brother, brother-in-law, sister, sister-in-law, grandchild, grandparent, step-grandparent, and step-grandchild.

Section E. Court Witness and Jury Duty Leave. An employee who is called for jury duty or as a witness in a legal proceeding shall be granted leave for such duty without loss of pay. The employee shall remit to the District any compensation received for such duty, excluding any expense reimbursement.

Section F. Child Care Leave With Pay. An employee may be granted leave of absence with pay to care for a spouse or a dependent child 18 years or younger whose illness or injury is of a short duration of no more than three (3) consecutive days.

Section G. Child Care Leave Without Pay. An employee may be granted leave of absence without pay to care for an infant child according to the following provisions:

1. The employee should request child care leave in writing at least thirty (30) days prior to the intended start of the leave, except in cases of adoption when the employee should request the leave as soon as the employee learns of the date the child will be received. The request shall state the beginning and ending dates of the leave.
2. A child care leave of thirty (30) working days or less shall be granted to the employee, and the employee shall be returned to the employee's former position, shift times, and duties on return from the leave. The District shall maintain all insurance benefits and payments in which the employee participates for the duration of the leave.
3. A child care leave of more than thirty (30) working days may be granted on recommendation of the immediate supervisor and approval of the superintendent or designee. The employee shall be returned to the employee's former position or a comparable position on return from the leave. The employee may continue participation in the insurance program(s) by paying the total premium cost for such participation for the duration of the leave.

Section H. Military Leave. Military leave without pay shall be granted to an employee for required participation in annual active duty with a reserve branch of the U.S. Armed

Forces or National Guard. The employee may use an available vacation leave for this purpose.

Section I. Personal Leave. Personal leave may be granted for the purpose of conducting personal affairs that cannot be completed on a non-working day. Two (2) days per year will be allowed with advance approval by the building administrator or immediate supervisor. One day per employment year may be accumulated, to be used at the employee's discretion, but only one (1) accumulated day may be used per employment year. Personal leave shall be granted on a quarter-hourly basis. Personal leave will not be granted until an employee has been employed for at least six (6) months.

No more than two (2) employees at the elementary buildings, Administration Center and Maintenance and three (3) at Middle School and Senior High shall be on District-approved leave on the same day with the exception of sick leave. Exceptions to this restriction may be made by the building principal depending on the ability to cover the assignment and its effect on the effective operation of the education program. Leave requests will be filed five (5) days prior to requested day or days, when possible. Multiple requests for the same day or days will be considered beginning with the request with the earliest date, time and substitute availability. Personal leave may be used for non-work days (Christmas break, Easter break, Spring break, professional development) as well as for the first 2 snow days in a school year.

ARTICLE 9. EMPLOYMENT

Section A. Probationary Period. The probationary period for new employees and employees rehired after a break in service of more than one (1) year shall be six (6) months.

1. The probationary period shall be used for the evaluation of new employees to determine whether or not the employee's performance meets the required standards. Therefore, during the probationary period the employee may be dismissed if the performance is not considered satisfactory. The performance of each employee shall be reviewed in accordance with the Performance Appraisal System in Article 10 of this Agreement.
2. Employees who have been promoted or transferred shall serve the probationary period unless such is waived by the superintendent or designee. A promoted or transferred employee whose performance is not considered satisfactory during such probationary period shall be returned to the employee's former position.
3. Each newly hired employee or newly transferred or promoted employee shall be provided an orientation to the position by the immediate supervisor. The orientation shall include, but not necessarily be limited to, the responsibilities, tasks, and performance standards of the position, regular work hours, including breaks, and expectations of the supervisor.

Section B. Continuation of Employment. Any employee who does not receive a notice of non-renewal prior to **May 31st** of any year shall be continued in employment for the

following employment year and school year. Exceptions to this shall include financial needs of the district or where a job position is eliminated. Persons who are affected by these exceptions and initially employed before July 1, 2013 shall be given a minimum of fourteen (14) calendar days notice of termination.

Section C. Vacancies. The District shall post notices of all job vacancies in each school and work site, and shall provide a period of at least five (5) days for current employees to apply for such vacancy.

Section D. Voluntary Transfer. An employee who desires to transfer shall file a Transfer Request with the superintendent or designee when a vacancy exists. The request should state the position for which the employee is applying.

Section E. Resignation. If an employee decides to leave employment with the District, the employee should provide written notice or resignation at least ten (10) days in advance. Prior to leaving active employment, the employee should return District keys and any other District property and check with the business office regarding conversion or cancellation of any insurance program(s).

Section F. Staff Development. Whenever possible, the District shall schedule staff development activities during the regular workday.

1. The District shall notify employees at least five (5) days in advance of any staff development activities scheduled outside the regular workday. Time beyond the regular workday for required staff development, activities shall be compensated as provided in Article 4.
2. Employees shall be eligible for leave without loss of pay to attend staff development workshops, conferences, or to observe procedures in other work settings, with the approval of the superintendent or designee. The employee shall request such leave in writing at least five (5) days prior to the leave, indicating the duration, location, and nature of the activity. The superintendent or designee may approve reimbursement of all or a portion of the employee's expenses in connection with the leave.

Section G. Preparation/Orientation Day for Nine (9) Month Employees. Nine (9) month employees who report to work for preparation/orientation for at least one-half (1/2) day prior to the first day of school, shall be paid only for hours worked. **Clause:** An employee working five (5) consecutive regular work days immediately prior to the school year, will be eligible for the paid holiday for Labor Day.

ARTICLE 10. PERFORMANCE APPRAISAL

Section A. Purpose/Philosophy. Performance appraisal is to evaluate the employee's job performance. The focus is on performance improvement through a collaborative effort between the employee and the supervisor.

Section B. Frequency. Each new employee's performance will be evaluated at the end of six (6) months of employment. All employees will be evaluated by a performance appraisal at least annually.

Section C. Rebuttal. If an employee disagrees with any statement on a performance appraisal or believes the appraisal does not accurately reflect job performance, the employee may attach a rebuttal to the performance appraisal which shall be included in the employee's personnel file.

Section D. Personnel Files. Employees shall have the right to examine their personnel file at any reasonable time, to be accompanied by an Association representative in such examination, and to make copies of any material in the file at the employee's cost. No material which could lead to disciplinary action shall be entered into an employee's file unless the employee had first received a copy of the material and has the opportunity to respond. If an employee believes material in the file is erroneous, obsolete or otherwise inappropriate, the employee may request that the superintendent remove such material. Any dispute over retention of material may be processed through the grievance procedure, beginning at level three.

Section E. Appraisal Forms. Appraisal forms are included in the back pages of this contract. Administration, at their discretion, may substitute other evaluation forms for those found in the back pages.

ARTICLE 11. DISCIPLINE AND DISMISSAL

For all employees initially employed prior to July 1, 2013 the following Article 11 language shall apply.

Section A. Just Cause. Except in the case of non-renewal or termination at the completion of the employee's normal work year as specified in Article 9, Section B, no employee shall be dismissed or otherwise disciplined except for just cause. Employees shall be given reasonable notice, in writing, of the action(s) which, if not remedied, could be the basis for disciplinary action. Any disciplinary action taken shall be reasonably related to the employee's action(s) giving rise to the discipline.

Section B. Disciplinary Actions. Disciplinary actions against an employee shall be limited to the following:

1. Written reprimand
2. Suspension with pay
3. Dismissal

Section C. Procedures. The following procedures shall be used in any employee disciplinary action:

1. The administration may initiate disciplinary action at any step in Section B appropriate to the employee's action(s). However, once initiated, disciplinary action shall be progressive through the steps in Section B.

2. The immediate supervisor may issue an oral or written reprimand or a suspension with pay for up to five (5) days. Suspension, without pay, may only be imposed by the superintendent or designee. Except for an oral reprimand, the employee shall receive notice of the disciplinary action together with the reasons thereof.
3. An employee subject to disciplinary action shall be informed of such pending action in advance and shall be given the opportunity to be represented in any meeting or conference with respect to disciplinary action within ten (10) working days. Any meeting or conference shall include a reasonable amount of notice to allow a representative to be present.
4. An employee subject to disciplinary action as provided in this article may appeal such action through the grievance procedure in Article 3 of this Agreement. An appeal of a reprimand or suspension with pay shall begin at Level Two. An appeal of a suspension without pay or a dismissal shall begin at Level Three. If the employee prevails in the appeal, all records relating to the disciplinary action shall be expunged from the employee's personnel file.

For all employees initially employed after July 1, 2013 Article 11 will be replaced in its entirety with the following language:

All classified employees subject to this negotiated agreement are deemed employees at will and may be terminated at any time with or without cause. All individual employment contracts issued to classified employees subject to this agreement are hereby deemed at will contracts and said contracts may likewise be terminated at any time with or without cause.

ARTICLE 12. REDUCTION IN FORCE

STAFF REDUCTION

In the event that a staff reduction is necessary and normal attrition will not take care of the need to reduce staff, the appropriate reduction will occur within the following process: Within each classification category listed below, no employee will be considered for staff reduction except those who, when compared to the employee within the category with the least years of service from the first date of hiring with the district, have no more than seven (7) years of service beyond that least senior employee.

1. Secretarial
2. Custodial/Physical Plant
3. Educational Assistants
4. Food Service

RECALL

An employee laid off pursuant to this policy shall have recall rights to positions for which they are qualified within the classification held upon layoff for a period of one (1) calendar year from the effective date of such layoff.

Employees laid off shall be recalled to available positions, in the reverse order of their layoff. Laid off employees shall be notified of vacancies by registered mail sent to the employee's address on file with the District.

Failure to respond to such notification within fourteen (14) calendar days of the date of mailing such notification or refusal to accept the position being offered shall result in the termination of the employee's right of recall to any future positions.

ARTICLE 13. RETIREMENT

Section A. Activity Pass. All employees who retire from employment with the District shall be issued a "lifetime pass" to District activities.

ARTICLE 14. EMPLOYEE AND ASSOCIATION RIGHTS

Section A. Payroll Deduction. Employees may authorize the deduction of dues and fees for membership in the Mitchell Classified Education Association (MCEA), and other deductions such as credit union payments or savings, tax-sheltered annuities, and United Way by written notice to the business office of the amount and frequency of the deduction(s). Such deductions shall be continuous from year to year unless revoked in writing by the employee prior to September of any year. The District shall transmit monies deducted from employees' paychecks to the appropriate organization immediately following the deduction(s).

Section B. Association Rights. The Association shall have the right to communicate with its members through the District mail, hold meetings in District facilities and use District equipment, provided the Association shall provide its own materials and shall reimburse the District for any costs beyond normal operating expenses for such meeting(s) or use(s).

Section C. Association Leave. The Association shall have twelve (12) days leave each employment year for Association leaders to conduct Association business without loss of pay. Use of the leave shall be in increments of at least two (2) hours. Except in case of an emergency, the Association president shall notify the superintendent or designee at least three (3) days prior to use the leave.

ARTICLE 15. AGREEMENT

Section A. Effect. The terms and conditions set forth in this Agreement represent the full and complete understanding between parties. The terms and conditions herein may be modified only through the written mutual agreement of the Board and Association. The

terms and conditions herein shall supersede any rule, regulation, policy, or inconsistent with the provisions of this Agreement.

Section B. School Board Authority. The parties acknowledge that the Board is responsible for the management and direction of the District according to the laws of the State of South Dakota, and has the authority to adopt policies, rules, and regulations to carry out such management and direction.

Section C. Severability. If any provision of this Agreement, or the application of any provision, should be declared illegal by a court of competent jurisdiction, then that provision shall be declared null and void to the extent it violates the law. The remaining provisions of this Agreement shall remain in full force and effect.

Section D. Publication. Copies of this Agreement, titled, "Master Agreement between the Board of Education, Mitchell School District No. 17-2, and the Mitchell Classified Education Association/SDEA/NEA" shall be provided in electronic format to MCEA and printed by the Board and distributed to all employees within thirty (30) days of ratification. Copies shall also be provided to all new employees and persons considered for employment.

Section E. Duration. This agreement shall be effective July 1, 2018 and shall continue in effect until June 30, 2021. If a successor agreement has not been reached by such date, the parties agree that the terms and conditions of employment as represented herein shall continue in effect until the adoption of such successor agreement. However, in the event that MCEA employees are not enrolled as a group in the South Dakota Retirement System as of July 1, 2019, Article 4, 'Compensation' shall be subject to negotiations for the 2019-20 and 2020-21 Fiscal years.

Section F. Committee Participation. This Agreement shall include the following committee participation:

Common Concerns Committee: A common concerns committee will be formed to provide an opportunity for dialogue between administration and MCEA. The committee membership will consist of equal representation from administration and MCEA and will schedule a minimum of two (2) meetings annually and others as mutually agreeable. A written follow-up shall be presented to the Association president within ten (10) working days of said meetings.

This MCEA Agreement is signed this _____ day of _____, 2021.

FOR THE SCHOOL BOARD:

Superintendent of Schools

Board of Education President

FOR THE ASSOCIATION:

MCEA President

MCEA Chief Negotiator