

AGREEMENT

Between

**AFSCME Local 1953
Brookings School Custodians**

and

BROOKINGS SCHOOL DISTRICT 5-1

July 1, 2019 through June 30, 2020

**This agreement covers salary and benefits for the 2019-20
school year**

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Article III
SAFETY

3.01 In the event that an employee has a concern over the existence of a safety hazard on the job, the employee has the obligation to report this condition to the Business Manager. If after conferring with the Business Manager, the situation has not been resolved to the satisfaction of the employee, the employee may report the situation to the Superintendent of Schools on a form provided for this purpose. The Superintendent or designee will investigate and respond to employee within one (1) week. If the employee is still not satisfied with the answer, a request may be made for an appearance before the school board.

Article IV
HOURS OF WORK

4.01 The regular hours of work each day shall be eight (8) hours except that they may be interrupted by a lunch hour not to exceed one (1) hour. Lunch breaks will not be considered hours worked and will be unpaid unless specifically stated otherwise in these articles.

4.02 The workweek will consist of five (5) eight-(8) hour days, Monday through Friday, except that those other than Monday through Friday, may be allowed upon consent of the employee involved and the employer. The employer agrees to reduce the number of split shifts to no more than that necessary to complete the custodial and maintenance work.

4.03 Eight (8) hours of work within the twenty-four (24) hour period beginning at midnight shall constitute the regular workday.

4.04 Eight (8) hours of work shall constitute a work shift, and each work shift shall have a regular starting and quitting time.

4.05 During the summer, employees may work ten (10) hour shifts four (4) days of the week provided that it has been approved by the principal of their respective school.

4.06 Except for emergency situations, work shifts shall not be changed without a ten (10) day notice to the employee.

4.07 All employee's work schedules shall provide for a fifteen (15) minute rest period during each one-half (.50) shift whenever this is feasible.

4.08 Employees who for any reason work at least two (2) hours beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift provided they have worked the full one-half (.50) shift.

4.09 All employees shall be granted a lunch period during each work shift, such time not to be counted toward eight (8) hour work shift. Whenever possible, the lunch period shall be scheduled at the middle of the shift. Any employee who is requested to work at least two (2) hours beyond the normal quitting time shall be given the necessary time off without pay to obtain a meal.

4.10 Employees shall be allowed, prior to the end of their work shift, the time necessary to perform the necessary tasks involved in cleaning and storing the equipment used in their duties.

4.11 Training – One day per year will be dedicated to formal training on equipment and/or safety standards in the work place.

Article V
HOLIDAYS

5.01 The following holidays or days observed as such, shall be considered as holidays with pay for all employees covered by these articles, only when the observance of said holidays falls on regular paid work days:

New Year's Day	Independence Day
Good Friday	Labor Day
Memorial Day	Thanksgiving Day
President's Day	Thanksgiving Friday
Native American Day	Easter Monday
Christmas Day	

The afternoon of Christmas Eve and the afternoon of New Year's Eve (or one full day). If Christmas or New Year's falls on Sunday or Monday there will be no afternoon vacation on Christmas Eve or New Year's Eve.

Should a holiday fall on a Saturday, or a Sunday, the preceding Friday, or following Monday will be considered a holiday provided that school is not in session on that Friday or Monday. Should school be in session on a holiday, the Union will be granted a compensating day off, of their choice, from the available days school is not in session.

5.02 Employees shall be eligible for pay for any holiday falling within a pay period for which they received compensation.

5.03 Eligible employees who perform no work on a holiday shall be paid their current hourly rate times eight (8) unless their regular workday is more or less than eight (8) hours. Eligible employees whose day differs from the standard eight (8) hour day, shall be paid their current hourly rate of pay times the number of hours in their regular work day.

5.04 If any employee works on any of the holidays listed in this article, payment shall be one and one-half (1.50) times for all hours worked on such holidays, and the employee shall receive the holiday pay in addition thereto.

Article VI
VACATIONS

6.01 The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the date immediately preceding the employee's vacation period. Employees shall receive their vacation pay on regularly scheduled paydays.

6.02 Vacations shall be granted at the time requested by the employee if approved by the employer. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, or in the event of a conflict over vacation periods, the employee with the greater seniority shall be given first choice of vacation period.

6.03 If a holiday occurs during the calendar week, in which a vacation is taken by the employee, the employee's vacation period shall be extended one (1) additional workday.

6.04 Employees called back to work from vacation leave due to emergency conditions, shall at their option be entitled to reschedule the remainder of their unused vacation at a later time in accordance with 6.02.

6.05 Any employee who is laid off, discharged, retired, or separated from the service of the employer, for any reason, prior to taking vacation, shall be compensated in cash for the unused vacation accumulated at the time of separation.

6.06 Employees shall be allowed to use one (1) week of their vacation after six (6) months of employment according to provision under 6.02 regarding approval.

Employees who have completed more than one (1) year of employment may be granted vacation as stated above and for those employees whose request for release from contract has been granted, and who have completed at least nine (9) months of their contract, they will be allowed three-fourths (.75) of their vacation entitlement with pay.

6.07 Vacation leave will be calculated monthly as 1/12 of the hours earned for the year and accumulated per the following schedule:

Any partial year service prior to their first June 30th of employment: 1/12 of ten (10) days for each complete month of employment.

Complete years of service

<u>from employment date</u>	<u>Days Vacation earned</u>	<u>Max. Acct.</u>
1 through 4 years	80 working hours	120 hours
5 through 8 years	104 working hours	144 hours
9 years and over	120 working hours	160 hours

Article VII
ABSENCES AND SICK LEAVE

All full time employees shall be eligible for leave of absence consideration.

The following general statements apply to the various absence policies:

1. Immediate family shall be defined as the employee's spouse, and the employee's or spouse's father, mother, brother, sister, son, daughter, grandparents, grandchildren, brother-in-law, sister-in-law, nieces and nephews and any relative who lives with the employee, or any person who has been responsible for raising the employee or spouse.

Contract year shall be defined as July 1 through June 30 of each year.

7.01 SICK LEAVE

If an employee is unable to perform duties due to personal illness or disability, the employee may take sick leave with full compensation. An employee shall be allowed thirteen (13) days sick leave per contract year in addition to prior accumulated sick leave days. Such leave shall be available beginning with the first contract day. Any unused leave may be accumulated from one year to the next without a limit on the total number of days. Absence shall be credited to such leave upon the employee notifying

the building principal or other administrator when returning following an absence for personal illness or disability.

An employee shall be permitted to use sick leave for serious illness in the immediate family. Such leave will be allowed upon a notice to the principal or other administrator.

The Superintendent may require a physician's statement verifying the necessity and reason for contiguous days of absence beyond three (3) successive days.

Maternity/Paternity/Adoption Leave

Contingent on the employee having sufficient accumulated sick leave, a maximum of six (6) weeks will be considered paid leave commencing on the birth or adoption of a child. If both parents are employed by the district, each employee will be allowed up to six (6) weeks of leave.

7.02 SICK LEAVE BANK

To be eligible, each employee shall automatically contribute one (1) day of sick leave to the sick leave bank each year. Employees that do not want to participate in the bank must notify the business office of their intent in writing within thirty (30) days of the new contract year. Employees may voluntarily contribute up to five (5) days annually by notifying the Business Manager no later than September 15 of the current contract year.

Employees who have exhausted their accumulated personal sick leave due to prolonged personal illness or disability may request additional days from the sick leave bank, provided there are sufficient days in the bank.

Each employee may be granted a number of days from the sick leave bank equal to the number of sick leave days to that employee's credit on the first day of each contract year provided that the combination does not exceed one contract year.

The application shall be accompanied by a physician's statement.

7.03 BEREAVEMENT

Upon notice to the principal or other administrator, up to five days of paid bereavement leave shall be allowed each employee at the time of death of any member of the immediate family.

Sick leave may not be mixed with bereavement leave to increase the number of days allowed for the death of an immediate family member, except in the case of the loss of a spouse or child.

Up to one additional day of bereavement leave per employee, per school year, shall be allowed for the death of persons who do not meet the definition of immediate family.

7.04 JURY DUTY

The regular rate of pay shall be paid to any employee called to jury duty while on such leave.

7.05 MILITARY LEAVE FOR TRAINING

1. A custodian who is a member of a "reserve component" to include the National Guard and Air National Guard will be granted military leave of absence upon approval by the Superintendent of a formal written request.

- (a) The custodian will be paid by the district for a period of up to ten (10) days an amount equal to the difference between the daily military compensation and the custodian daily rate of pay.
- (b) Additional days may be granted to the custodian upon approval of the Superintendent.

2. Active Duty - Custodians who are called to active duty in the military service qualify under the Soldiers Preference Law to be reinstated with accrued benefits.

7.06 SHORT TERM LEAVE OF ABSENCE WITHOUT COMPENSATION

The Brookings School District 5-1 may provide up to three (3) days leave without pay for unforeseen circumstances, upon approval of the Superintendent.

7.07 PROFESSIONAL LEAVE

The school district shall, subject to the district's financial condition and work demand, at the time the workshift is scheduled, send, at the school district expense, representatives from the custodial and maintenance staff to the Workshop of the State Custodian and Maintenance Worker Association. The school district, in an effort to make its own inservice more meaningful, will enlist the assistance of one custodial representative from each building plus one maintenance employee to serve on a committee to plan those topics which would be discussed during our August in-service day. The district agrees to ten (10) hours pooled of professional leave time for the custodial group. The leave must have prior approval of the Business Manager.

7.08 PERSONAL LEAVE

There may be personal conditions or circumstances which may require employee absence for reasons other than those provided above. The employee shall receive two (2) days personal leave each contract year with full compensation. Personal leave days not used may be accumulated, although no more than four (4) unused days may be carried over to the new contract year.

7.09 SNOW DAY

That working day when due to inclement weather school has been canceled. (It should be understood that school cancellations may occur due to situations other than snow)

If the Superintendent declares a non-working day, then no custodian need report. There will be no deduction from pay or leave. A telephone tree will be used to notify all custodians.

If an employee is requested to work on a non-working day, compensatory time will be provided.

7.10 FAMILY MEDICAL LEAVE ACT (FMLA)

The Board and the Custodial and Maintenance Department of the Brookings School District agree that employees are covered by the Family and Medical Leave Act of 1993. However, custodians and maintenance staff will have the discretion to use the leave provisions of this article (Article VII ABSENCES AND SICK LEAVE) whenever the use of such leave provisions is applicable.

Article VIII INSURANCE/RETIREMENT

8.01 The Employer agrees to participate and include employees in the South Dakota Public Employees Retirement Plan.

8.02 The Board has an agreement with an insurance company to provide major medical insurance for eligible custodians and their dependents. The school district contributes toward the custodian's cost of this program on a prorated basis according to the plan elected by the custodian (single, employee/spouse, employee/child(ren), or family). The following district contribution is based on hours worked weekly; and if the employee and employee spouse participates in a yearly physical examination by July 1.

20-27 hours=37.5% of the premium
28-40 hours=75% of the premium

If an employee and/or employee spouse chooses not to participate in a yearly physical examination by July 1, the district contribution is based on hours worked weekly and a reduced district contribution:

20-27 hours=27.5% of the premium
28-40 hours=65% of the premium

If the employee chooses not to participate by July 1 of the current year, the premiums paid will be adjusted back to July of the current year at the higher rate.

The board agrees to pay one hundred percent (100%) of the cost of the present life insurance plan for all full time employees that desire to participate; three-fourths (.75) the cost of the dental plan now in effect. Employees have the option of taking any of the offered plans.

8.03 Any custodial/maintenance staff member, eligible to receive benefits, employed by the Brookings School District for at least fifteen (15) years in an eligible status, and who has attained the age of 55 years by June 30 of the termination year, and chooses to terminate employment, shall have the option to remain on the district's major medical health insurance policy at the group rate provided he/she is not later employed by an organization that provides health insurance for its employees. This person and his/her spouse, and dependents may remain on the policy at the group rate until he/she attains the age that qualifies for Medicare benefits, unless such an option is not permitted by the school's health insurance carrier. Application for this option to retain the insurance must be made by date of termination.

The person terminating employment shall assume responsibility for the entire premium and administrative costs due after employment terminates, with such premiums paid to the insurance company according to a schedule specified by them. The district shall assume no liability for policy cancellation due to late payment.

8.04 The employer agrees to provide reimbursement for each employee to receive their Hepatitis B vaccinations. If this cost is not covered 100% by the major medical plan listed above then said employee shall submit the difference to the district for reimbursement.

Article IX REPORT AND CALL TIME

9.01 If an employee is called in outside of their regular shift they shall be a paid a minimum of two hours.

Article X OVERTIME

10.01 DEFINITION AND RATE

Time and one-half (1.5) the employee's regular hourly rate of pay shall be paid for all hours worked in excess of forty (40) hours in any workweek.

Holidays and sick leave will be considered hours worked for the purpose of computing overtime.

All overtime will be approved by the principal, head custodian or the supervisor of the function.

10.02 NONSCHOOL FUNCTIONS

- (a) Work of the custodians may be done after their regular shift if there is not time to do the job during regular hours. Any overtime will be approved by the principal before the function.
- (b) Rate to be regular overtime amount paid on monthly check.

10.03 COMPENSATORY TIME

An employee may request compensatory time in lieu of overtime pay. Compensatory time shall be earned at the rate of one and one-half (1.5) hours per one hour overtime worked.

Article XI
COMPENSATION
BROOKINGS SCHOOL DISTRICT 5-1
Custodial Hourly Schedule 2019-20

Brookings School District 5-1			
Custodial Hourly Rate 2019-20			
Step	Day		Night
1	\$	13.88	\$ 14.36
2	\$	13.94	\$ 14.42
3	\$	14.00	\$ 14.48
4	\$	14.06	\$ 14.55
5	\$	14.16	\$ 14.65
6	\$	14.26	\$ 14.74
7	\$	14.35	\$ 14.83
8	\$	14.44	\$ 14.94
9	\$	14.53	\$ 15.03
10	\$	14.63	\$ 15.12
11	\$	14.84	\$ 15.35
12	\$	15.07	\$ 15.56
13	\$	15.30	\$ 15.78
14	\$	15.51	\$ 16.00
15	\$	15.73	\$ 16.21
16	\$	15.94	\$ 16.45
17	\$	16.16	\$ 16.67
18	\$	16.40	\$ 16.88
19	\$	16.61	\$ 17.10
20	\$	16.83	\$ 17.32

All employees shall move to the next step on July 1st of each year except new employees in a probationary status.

An employee that completes 8 hours of educational classes related to their field on their own time, shall receive an additional \$.10 to their hourly wage. The training must first be submitted for approval to the Business Manager. The annual maximum hourly increase is \$.10 per hour.

11.01 PROBATIONARY EMPLOYMENT - All new custodial and maintenance personnel will be employed on a probationary basis for a period of six (6) months. After the six (6) month probationary period the employee must either be moved to regular status or terminated. In order to move from probationary to regular status, the employee must have had a formal evaluation and recommended by the designated administrator.

Article XII
PROMOTIONS

12.01 The assignment and/or transfers of employees to positions in other buildings, or departments of the District, shall be recommended by the Business Manager to the Building Principal involved and then to the Superintendent of Schools. The following criteria shall form the basis for granting the transfer in decreasing order of priority.

1. The length of continuous service, which the employee has in the district.
2. The desire of the employee regarding the new assignment.
3. The qualifications of the employee as compared with those of other employees and candidates from outside the district.
4. The contribution which the employee would make to the maintenance/custodial operation in the new assignment.
5. The opportunity for growth in the position.
6. Employees shall be given first consideration over outside candidates with comparable qualifications.

Any employee desiring a transfer in assignment should fill out an on-line application indicating their interest in the position.

Employees will be informed of vacancies as they occur so that application for transfers may be submitted.

If a request for a transfer is denied, the reasons for the denial will be provided to the employee in writing.

12.02 The Head Custodian in each building shall be responsible for the training of all new employees. If the responsibility for such training is given to one of the other custodial employees, that person shall receive five (\$5.00) dollars in compensation for each eight (8) hours of such training.

Article XIII

HOURLY AMOUNTS FOR ADDITIONAL DUTIES

13.01 In addition to the amounts paid according to the hourly schedule, the following positions will receive the following hourly amount added to the employee's regular hourly wage:

Maintenance Person	\$4.64
High School Head Custodian	\$4.01
Middle School Head Custodian	\$3.33
Elementary School Head Custodian	\$2.34
High School Night Supervisor	\$.69
Middle School Night Supervisor	\$.49
Grounds Person	\$.98

Article XIV

LAYOFF AND RECALL

14.01 Whenever it is necessary to lay off employees, by reason of shortage of funds or work, if positions are eliminated, the employee shall be laid off in reverse order of their seniority, that is the last employee hired shall be laid off first; providing that a remaining staff member has the ability to perform the duties of the person being laid off.

14.02 In the event that an employee's seniority is bypassed, and the layoff occurs in other than seniority rank, the employee whose seniority was bypassed shall be given reasons, in writing, and such reasons shall be grievable.

14.03 In the event of layoff, seasonal, temporary, part time and probationary employees in the District shall be laid off first.

14.04 Employees will be recalled from layoff in reverse order of the layoff, provided they have the ability to perform the work necessary. Any questions as to the determination of ability may be settled via the grievance procedure.

14.05 In the event of recall, the employees shall be notified by registered mail, at the employee's last address of record, and must report within the next fourteen (14) calendar days or be dropped from the list, unless the employee and the employer make mutually agreed on arrangements to do otherwise.

Article XV

DISCIPLINARY ACTION AFFECTING EMPLOYEES

15.01 When it becomes necessary for administrative/supervisory personnel to discipline the classified employee they supervise, the following disciplinary actions will be taken, however; one or more levels of discipline may be omitted, depending on the severity of the incident. This discipline policy will not pertain to employees with less than one year of service.

1. A verbal reprimand.
2. A written reprimand. Written, dated and signed reprimands will be placed in the employee's personnel file. An affected employee will be afforded the opportunity to write a response to the written reprimand to be placed in their personnel file. A

- copy of the written reprimand will be given to the employee. The employee must respond to the written reprimand within ten (10) days of receiving the reprimand.
3. Suspension from duty with/or without pay for determined length of time, at the discretion of the Superintendent.
 4. Termination.

15.02 Employees facing possible disciplinary action shall be given an opportunity to present their version of the facts. The Superintendent may discipline employees in the same manner as above. This procedure does not limit the employee's right of appeal, either through school district policy or South Dakota codified law.

15.03 Job Abandonment

In the event an employee does not report to work for three consecutive work days without notice to his/her supervisor, the District will consider such action as a voluntary resignation and employment will be terminated

Article XVI GRIEVANCE PROCEDURE POLICY- CUSTODIAL & MAINTENANCE

16.01 Definitions

- A. A "grievance" is a complaint, by an employee or a group of employees, based upon an alleged violation, misinterpretation, or inequitable application of any existing personnel policies, rules or regulations of the school district pertaining to these employees.
- B. The term "employee", except otherwise indicated, is considered to apply to full time custodial or maintenance employees who are under contract on the current salary schedule for that group of employees.
- C. An "aggrieved person" is the person or persons making the claim.
- D. The term "days" when used in this policy shall, except where otherwise indicated mean working days.
- E. Board shall mean the Board of Education of the Brookings School District No. 5-1.
- F. The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee who may submit or be involved in a grievance. Both parties agree to encourage an employee to discuss the complaint with the immediate supervisor. The employee may request that the formal representative be present.

16.02 Time Limits

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified, may however be extended by mutual agreement in writing.

- B. It is required that a grievance be filed within thirty (30) days after the alleged violation.

16.03 Procedures

- A. If an employee has a grievance, it should first be discussed with the principal, administrator, or supervisor to whom the employee is directly responsible in an effort to resolve the problem informally.
- B. If discussion with the immediate supervisor has failed to resolve the problem, the employee and/or employee representative has five (5) working days to submit a grievance in writing to the Business Manager. This notice shall include the time (date) that the grievance occurred and the remedy sought.
- C. Within five (5) working days after receipt of the written grievance, the Business Manager shall attempt to resolve the problem and submit a decision in writing to the employee.
- D. If the employee disagrees with the decision, it may be presented to the Superintendent of Schools, in writing, within five (5) working days of the Business Manager's answer. The Superintendent shall respond to the employee in writing within five (5) working days.
- E. If the employee disagrees with the Superintendent's decision, the grievance may be submitted to the Board of Education within five (5) days after the Superintendent's answer is due. The Board will respond to the grievance within five (5) days after the next regularly scheduled meeting.
- F. If the grievance is still unsettled, the employee may initiate an appeal to the Director of Labor/Management Relations within five (5) days after the receipt of the Board's decision. The director shall conduct a hearing covering the points raised and issue an order which shall be binding on the employees and the employer in accordance with the provision of SCL 1967, 3-18-15-2.
- G. In the event the employee filing the grievance, or alleging and asserting that a dispute exists, or in the event the Union files a grievance or alleged dispute, fails to comply with any time limitations hereinbefore set forth, such failure shall constitute a withdrawal of the grievance or claimed dispute. The failure of the employer to comply with any time limitations shall constitute a settlement of the grievance in accordance with the requested remedy.
- H. Nothing in the above shall be interpreted as preventing the employee from, or requiring to, involving Union representative at any step of the grievance process.

Article XVII UNION BULLETIN BOARDS

17.01 The employer agrees that employees have the right to post notices and information dealing with Union affairs in spaces designated by the employer in each work area and upon bulletin boards supplied and installed by the employees. Existing bulletin boards, in designated areas may be used by the Union for the above stated purposes provided that the employer determines that the space is not needed for school purposes.

Article XVIII
UNION ACTIVITIES

18.01 The employer agrees that during working hours on the employer's premises, and without loss of pay, our employees shall be allowed to a) post notices; b) solicit Union membership during employee's non-working time; c) consult with the employer, their representatives, local Union officers or representatives concerning the enforcement of personnel policies.

18.02 The employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, shall have access to the premises of the employer subject to the following restraints: a) provisions covered under current policy KI; b) that said representative, after complying with provisions of policy KI, said representative may obtain from school principals, the work schedules for those employees with which conference is desired; c) conduct business with employees in the bargaining unit only on their lunch hours, properly scheduled breaks, or before or after their scheduled shift.

Union representatives may confer, for reasonable periods of time, with employees during working hours regarding the processing of a formal grievance. Excessive time utilized for this purpose will result in the loss of this privilege.

Article XIX
UNIFORMS AND MILEAGE

19.01 The employer shall provide a one hundred fifty dollar (\$200) a year uniform allowance for each employee. Employees will be allowed to use this allowance to purchase work shoes providing uniforms are in acceptable condition as determined by the principal. Shirts will be purchased from a source specified by the District, but the employee may select the source from which the dark blue trousers will be obtained. When a uniform is issued to an employee who does not stay in the employment of the school district for one (1) year, the cost of the uniform shall be deducted from the employee's paycheck. Substitute custodians shall be provided one district custodial t-shirt.

All claims for uniform allowance must be in the business office prior to June 1 of the year in which the claim is being requested.

19.02 Employees required in the regular performance of their work to use their personal vehicle to travel between various work locations, shall be paid at the established rate of reimbursement.

Article XX
PAY DAY

20.01 Pay day will be the 21st of each month. If the payday falls on the weekend, payment will be made on the preceding Friday.

Article XXI
BUILDING MEETINGS

21.01 At least two times per year each building administrator will hold a meeting with their respective custodial staff.

Article XXII
PEOPLE CHECKOFF PROVISION

22.01 The employer agrees to deduct monthly wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked at any time by giving written notice to both the Employer and the Union. The Employer agrees to send once a month any deductions made pursuant to this provision to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

