

CLASSIFIED CONTRACT
WATERTOWN SCHOOL DISTRICT
2008-2011

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ARTICLE I: PREAMBLE

The Board hereby recognizes the Watertown Education Association as the sole and exclusive representative of clerical personnel (general assistants, office assistants, administrative assistants, executive assistants, benefits coordinator and registrar) and paraprofessionals (library aides, audio-visual technician and classroom aides) in the Watertown School District. Such recognition shall be continuous from year to year unless challenged.

This contract is entered into this 14th day of April, 2008 by and between the Watertown Education Association, hereinafter called the "Association" and the School Board of the Watertown School District of Watertown, South Dakota, hereinafter called the "Board" and its successor boards.

The Board has a statutory obligation pursuant to SDCL 3-18 to negotiate with the Association as the sole and exclusive representative of abovementioned classified personnel. The parties, having reached certain understanding, which they desire to confirm in this contract, agree on the following:

ARTICLE II: GRIEVANCE PROCEDURE

I. DEFINITIONS

- A. A “grievance is a complaint by an employee or group of employees based upon an alleged violation, misinterpretation or inequitable application of any existing policies, rules or regulations of the school district as they apply to conditions of employment. The absence of or disagreement with non-existing policy, rules or regulations is not a “grievance” and may be subject to annual negotiation.
- B. An “aggrieved person” is the person or persons making the claim.
- C. A “party in interest” is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
- D. The term “days” when used in this policy shall, except where otherwise indicated, mean calendar days.
- E. Association shall mean Watertown Education Association.
- F. The Board shall mean the School Board of the Watertown School District.

II. PURPOSES

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise affecting the welfare or working conditions of employees.
- B. All parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of procedure.
- C. Nothing herein contained shall be construed as limiting the right of any employee having a problem to discuss the matter informally with any appropriate representative of the Association any time or to discuss the problem with other administrators for clarification of language.
- D. Any employee or group of employees has the right at any time to present any grievance to such persons or Board through such channels as are designated for that purpose. Copies of all

grievances filed and all responses to the grievances at Levels One, Two, Three and Four must also be submitted to the WEA President by grievant.

III. STRUCTURE

- A. A grievance committee shall be selected by the association.
- B. The committee will elect a chairman who will preside at the meetings and a recording secretary who will keep minutes of the meetings and who will be responsible for maintaining the files as confidential.

IV. 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 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. In the event a grievance is filed at such time that it cannot be processed by the end of the school year, the time limits set forth herein will be reduced so that the grievance procedure may be completed prior to the end of the school year or as soon thereafter as it is practicable.
- C. It is required that an employee file a grievance within thirty (30) days after alleged violation.

V. INFORMAL PROCEDURES

- A. If an employee has a grievance, it should first be discussed with the principal, administrator, or supervisor who is directly responsible for the employee, in an effort to resolve the problem informally.
- B. If, after such discussion, the employee is not satisfied with the disposition of the matter, the Association may assist in further efforts to resolve the problem informally with the principal or other appropriate administrator or supervisor.

VI. FORMAL PROCEDURES

- A. Level One – School Principal or Supervisor

1. If an aggrieved person is not satisfied with the disposition of the problem through informal procedures, the claim can be submitted as a formal written grievance using the Request for Settlement of Grievance form contained in this agreement to the principal or immediate supervisor. A copy will also be submitted to the WEA President by the grievant.
2. The principal or supervisor shall within five (5) days render a decision and its rationale in writing using the Reply to Grievance form contained in this agreement to the aggrieved person with a copy to the grievance committee for its file.
3. A employee who is not directly responsible to a building principal may submit a formal written grievance claim to the administrator directly responsible. Said administrator shall carry out the aforementioned responsibility of the Principal.

B. Level Two – Superintendent of Schools

1. If the aggrieved person is not satisfied with the disposition of the grievance at Level One, if no decision has been rendered within five (5) days after presentation of the grievance in writing, he may file the formal written grievance with the grievance committee within three (3) days after the decision at Level One or eight (8) days after the grievance was presented, whichever is sooner.
2. Within ten (10) days after receiving the formal written grievance, the committee shall provide an opportunity for the aggrieved person to meet with the committee for the purpose of reviewing the grievance and the committee shall give to the aggrieved person a written opinion regarding the merits of the case.
3. Within three (3) days after receiving the committee opinion, or within thirteen (13) days after the grievance was filed with the committee, whichever is sooner, the aggrieved person may file a written appeal with the committee for a hearing by the superintendent of schools. Within two (2) days of its receipt, the committee, through its chairman, shall submit such appeal to the superintendent.
4. The superintendent of schools or representative shall act for the administration at Level Two of the grievance procedure. Within ten (10) days after receipt of the written appeal for a hearing by the superintendent, the superintendent shall meet with the aggrieved person and with representatives of the committee for the purpose of resolving the grievance. A full record of such hearing shall be kept by the superintendent and made available to the parties in interest upon

written request and assurance of confidence. The superintendent shall within three (3) days of hearing render a decision and its rationale in writing to the aggrieved person with a copy to the committee.

5. Representatives of the Association's Committee shall have the right to attend and participate in the meeting of the superintendent with the aggrieved person relating to the grievance presented to the superintendent.

C. Level Three – School Board

1. If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within three (3) days after meeting with the superintendent, the grievance may be filed again with the grievance committee within five (5) days after a decision by the superintendent or ten (10) days after the first meeting with the superintendent, whichever is sooner.
2. After receiving such further appeal, the committee through its chairman may refer the grievance to the School Board for consideration at its next regular meeting.
3. After receiving the written appeal, the Board may appoint a fact finder to review the grievance and its processing to this point and to report to the Board prior to its meeting with the aggrieved person and with representatives of the committee for the purpose of resolving the grievance. The decision of the board shall be rendered in writing within five (5) days.

D. Level Four – Arbitration

1. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three or if no decision has been rendered within five (5) days after the meeting with the board, within five (5) days after a decision by the Board or ten (10) days after the first meeting with the Board, whichever is sooner, a request may be made in writing to the committee that the grievance be submitted to arbitration through to the Department of Labor. The appeal to the Department of Labor must be filed pursuant to state law, which as of April 18, 2007 is within 60 days.

VII. MISCELLANEOUS

- A. If, in the judgment of the committee, a grievance affects a group or class of employees, the association committee may submit such grievance in writing to the superintendent directly and the processing of such grievance shall begin at Level Two.

- B. Decisions rendered at all levels of the formal grievance procedure shall be in writing setting forth the decision and its rationale. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Article VI, Section D.
- C. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of all participants.
- D. Forms for filing and processing grievances and other necessary documents shall be prepared by the superintendent and made available through building principals and the committee so as to facilitate operation of the grievance procedure.
- E. The sole remedy available to any employee for any alleged breach of this policy or any alleged violation of the rights hereunder shall be pursuant to the foregoing grievance and arbitration procedure provided, however, that nothing contained herein shall deprive any employee, administrator or board of any legal right.

VIII. RIGHTS OF PARTICIPATION

- A. All parties in interest may be represented at all levels of the formal grievance procedure by Association representatives, legal counsel, or other persons of their own choosing. The grievant may not be represented by another employee organization.

REQUEST FOR SETTLEMENT OF GRIEVANCE

(To be completed by aggrieved person)

Date _____

Circle Level of Grievance (Level 1, 2, 3)

Name of Aggrieved Person

School

Nature of Grievance

Settlement Requested

Signed

Aggrieved Person

REPLY TO GRIEVANCE

(Attach copies of previous Settlement of Grievance and Reply to Grievance Documents)

Date _____

Name of Aggrieved Person

Circle Level of Grievance (Level 1, 2, 3)

School

Director of Administrator with Rationale

_____ Signed

Administrator

ARTICLE III: EVALUATION

Employees covered under this contract will be evaluated each year. The purpose of the evaluation will be for improving job performance and for making a recommendation regarding continued employment. It is the responsibility of an employee's immediate supervisor to perform the evaluation. Employee evaluations will be filed in the principal or director's office at each building.

ARTICLE IV: PAYMENT OF SALARY

The salaries of employees covered under this contract shall be paid on the last business day of each month. Salaries are paid monthly via the use of electronic transfer directly into an account specified by the employee. Full time (40 hours/week – 12 months) salaried employees are paid a regular monthly wage on a twelve month schedule. Employees on an hourly rate are paid for four and five week work periods. All time sheets are due in the Business Office by Monday noon following the pay period cutoff. Time sheets received after that time will be held for payment the following month. Each time sheet shall be signed by the employee verifying the accuracy of the data recorded and must be verified by the immediate supervisor.

For the purpose of compensation or overtime calculations, the District's work week shall not exceed forty (40 hours) Monday through Sunday.

ARTICLE V: PAYROLL DEDUCTIONS

Classified employees may elect to have various deductions made from their monthly paycheck such as: tax sheltered annuities, insurance coverage's, Flex 125 contributions, Credit Union Savings Plan, donations to the United Way, LATI Foundation and other school endorsed deductions.

ARTICLE VI: TAX SHELTERED ANNUITIES

The School Board has authorized participation by any interested employee in tax sheltered annuity programs. Under this plan the Board agrees to reduce an employee's salary by the amount the employee has requested to be withheld on District payroll deduction forms. The District requires that such annuity deductions are in agreement with the annuity deduction limits established by federal guidelines. Contributions are made monthly by payroll deductions.

ARTICLE VII: PAID HOLIDAYS

The District recognizes nine holidays: July 4, Labor Day, Veterans Day, Thanksgiving, Christmas, New Year's Day, Presidents' Day, Good Friday and Memorial Day. Compensation for the recognized holiday will be given if the employee is scheduled to be on duty on the work day just prior to the holiday and is scheduled to be on duty on the work day immediately following the holiday. The following classifications are not eligible for paid holidays: custodial helpers, lunch and playground supervisors, bus drivers and miscellaneous part-time positions.

ARTICLE VIII: PERSONAL LEAVE

Classified employees shall be allowed one day of absence per year for personal or business reasons. An employee desiring such leave shall present a request to the employee's supervisor in sufficient time to allow for the coverage of the employee's duties. Personal leave may be granted during the first ten (10) days or final four (4) weeks of the school year or to extend a vacation or holiday for unusual purposes only; employees requesting such leave must declare the reason for which the leave is being requested. The following classifications are not eligible for personal leave; custodial helpers, lunch and playground supervisors, bus drivers and miscellaneous part-time positions.

ARTICLE IX: SICK LEAVE

Classified employees receive one day per month up to a maximum of ten (10) days per year (July – June). Sick leave is for personal illness of the employee and/or the illness of a family member. Family is defined as spouse, child, parent, parent-in-law or sibling. Five days per year of family illness may be used for a grandchild that is hospitalized for a medical reason other than birth. Sick leave cannot be used for other absences. Unused sick leave accumulates without limit. The following classifications are not eligible for this leave; custodial helpers, lunch and playground supervisors and miscellaneous part-time positions.

The School Board reserves the right to request evidence in the form of a doctor's statement confirming the illness and the advisability of the employee returning to work.

ARTICLE X: FEDERAL FAMILY AND MEDICAL LEAVE ACT

The District participates in the Federal Family and Medical Leave Act of 1993 (FMLA) in which employers are required to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for certain family and medical reasons. Employees are eligible if they have worked for the District for at least one year and for a minimum of 1,250 hours over the previous 12 months.

The FMLA covers absences for the following reasons: birth of a child or placement of a child with you for adoption of foster care, a serious health condition that makes the employee unable to perform the essential functions of his/her job, or a serious health condition affecting the employee's spouse, child or parent for which the employee is needed to provide care.

Employees must provide thirty (30) days as advance notice when the use of FMLA is foreseeable. Additional information and requirements related to the FMLA may be obtained by contacting the Business Office.

ARTICLE XI: EXTENDED LEAVE

Employees who have completed three (3) years of continuous service to the District may request a leave of absence without compensation for personal reasons for a period of one year.

ARTICLE XII: PARENTAL/ADOPTION LEAVE

Employees covered under this contract are entitled to leave consistent with the provisions of the Federal Family Medical Leave Act due to the birth of a child or the adoption of a child of preschool age. Contingent on the employee having sufficient accumulated sick leave, a maximum of 30 continuous days will be considered paid leave. However, in the calculation of the said 30 days, Saturdays and Sundays will be excluded; all other days, specifically including days when school may not be in session, shall be counted toward the 30 continuous day limit. Additionally, the adoption of a school-aged child shall entitle the employee to five continuous days of paid leave, as defined hereinabove. The continuous day count will commence on the first day of the birth or placement of a child in the employee's care. If both parents are employed by the district, each employee will be allowed 30 days per contractual year with both leaves commencing upon the birth or adoption of a child.

ARTICLE XIII: BEREAVEMENT LEAVE

Classified employees who are scheduled to work a minimum of five (5) hours daily and who also qualify for sick leave are allowed five (5) days for a family member or friend.

ARTICLE XIV: EMERGENCY LEAVE

Emergency leave may be granted by the superintendent following consultation with the Board or Personnel Committee of the Board when special circumstances exist. Such leaves are ordinarily without compensation.

ARTICLE XV: VACATION LEAVE

Full time (40 hours/week – 12 months) salaried employees receive annual paid leave as follows:

Five (5) days following the completion of a minimum of six months of qualifying employment prior to July 1.

Ten (10) days following completion of one (1) year employment, July 1 through June 30,

Fifteen (15) days following completion of ten (10) years employment,

Twenty (20) days following completion of twenty (20) years of employment.

Vacation leave is not earned/accumulated on a monthly basis. This benefit is earned through continued employment with the District from July 1 through June 30 each year.

Employees resigning their position with the District are not entitled to compensation for unused vacation leave. Furthermore, unused vacation leave does not accumulate.

Employees are required to schedule the use of vacation time with their immediate supervisor. The deadline for using said leave is December 1 of each year.

ARTICLE XVI: JURY DUTY

Employees who are called for jury duty and serve in that capacity shall not be financially penalized. However, any money earned by employees while acting in this capacity shall be remitted to the School Board to help compensate for the salary that the employee shall draw while serving on jury duty.

ARTICLE XVII: MILITARY LEAVE

Any full time (40 hours/week – 12 months) classified employee who enlists or is conscripted into the defense forces of the United States for service or training shall be granted military leave. Following the military service, reinstatement to a position of comparable status will be allowed if the applicant remains qualified to hold the position. The application for reinstatement shall be made within sixty (60) days after discharge or separation from military service. These benefits shall extend to any regular employee enlisted in the National Guard and/or Reserve Armed Forces. Two weeks leave shall be granted to National Guard and/or Reserved Armed Forces employees for the purpose of annual training.

These employees shall have one or more of the following options regarding salary payments:

1. Receive District employment salary and forfeit military pay for the period of absence.
2. Receive regular military pay for period of absence and forfeit District employment salary the period of absence.
3. Petition for annual vacation time usage, if available, for the military leave.

ARTICLE XVIII: MEETINGS – WATERTOWN EDUCATION ASSOCIATION

- A. General membership meetings of the Watertown Education Association may be scheduled for 4:00 pm.
- B. Staff in buildings other than the building where the general membership meetings are scheduled may leave their buildings to attend the meeting at 3:45 pm.

ARTICLE XIX: PRESIDENT – WATERTOWN EDUCATION ASSOCIATION

The President of the Watertown Education Association or designee shall each year be entitled to up to thirteen (13) days absence for duties related to the Association. Absences for such duty as may be required of the President or designee in executing the duties of the office shall be arranged with the building principal, allowing sufficient time to secure a substitute for such absence.

Should a WEA member be elected President of the South Dakota Education Association, said member will be granted an extension of the leave to a period not to exceed three years or six years if elected to a second term.

ARTICLE XX: PAYROLL DEDUCTION OF PROFESSIONAL DUES

The School Board authorizes members of the bargaining unit to request their annual dues to National Education Association, South Dakota Education Association and Watertown Education Association be withheld from their salaries by payroll deduction in accordance with the following procedures:

1. By the second Tuesday in September of each year, the Treasurer of Watertown Education Association shall present to the Business Office a written authorization from each bargaining unit member who wishes to pay professional dues by payroll deduction. The authorization shall remain in effect from year to year unless the employee provides written notification

- to the Business Office no later than the second Tuesday in September that the authorization amount is changed or revoked.
2. By the 15th of the month following deduction, the Business Office shall Remit to the Treasurer of the Watertown Education Association the amount withheld during the previous pay periods for the payment of professional dues.
 3. If an employee resigns prior to September 1 of any year the Business Office shall deduct the unpaid portion of the annual dues from the employee's final paycheck.
 4. It shall be the responsibility of the Watertown Education Association to furnish new members of the bargaining unit with the necessary forms to authorize the payroll deduction. Said forms, however, must be approved by the Business Office prior to issuance to members.

ARTICLE XXI: GROUP INSURANCE PROGRAM

Classified employees who are scheduled to work a minimum of 7 hours per day for 177 days, or are scheduled to work a minimum of 1,239 hours annually, are eligible to participate in the District's group insurance program. Eligible employees indicating a desire to participate in the District's group insurance program must, at a minimum, participate at a single coverage level in the insured areas of health and dental. Employees who are eligible, but choose not to take advantage of the insurance program, must sign a waiver stating their decision not to participate. Eligible employees who waive insurance coverage must have a family status change in order to apply for insurance coverage following the thirty (30) day enrollment period. The District does not guarantee acceptance in the group insurance program following the employee's thirty (30) day enrollment period.

Employees participating in the District's group insurance plan must have a family status change in order to switch from single to family coverage during the year. Flex 125 participation must be taken into consideration when switching from family to single. Employees are allowed to change plans: "A" and "B" on the anniversary date of the Employee Benefit Trust, October 1, by providing the business Office with written notification of the desired change by September 15.

The School District contributes toward the cost of the monthly insurance premium of the employee's insurance.

2008-2009 \$420.00 (\$390.00 toward group health and term life and \$30.00 toward group dental.)

2009-2010 \$442.00 (\$410.00 toward group health and term life and \$32.00 toward group dental).

2010-2011 \$464.00 (\$430.00 toward group health and term life and \$34.00 toward group dental). Support information can be found in attachments A, B, and C.

The balance of the premium cost is paid by the employee through a monthly payroll deduction. The employee's portion of the monthly cost of the elected coverage will be deducted on a pre-tax basis unless the employee provides the Business Office with a statement indicating a denial of this pre-tax benefit.

ARTICLE XXII: SOUTH DAKOTA RETIREMENT SYSTEM

Classified employees who are employed for twenty (20) or more hours per week for a period of six (6) months will participate in the South Dakota Retirement System. In addition to providing retirement benefits based on years of service and final average salary, provisions are included relating to disability and death benefits.

A deduction of six percent (6%) of an employee's gross salary is made from each salary payment. Said contribution is exempt from Federal Income Tax. The deduction is matched by the District. A representative of the South Dakota Retirement System makes periodic visits to the District to meet with employees regarding the program. Employees are encourage to watch the building bulletin board for such visits. Contact the Benefits Coordinator for assistance with questions about the program.

ARTICLE XXIII: RETIREMENT

A full time (40 hours/week – 12 months) staff member with a least fifteen (15) years of full time salaried service with the District, and who is between and/or inclusive of, the ages of fifty-five (55) and sixty-two (62) as of June 30 of the application year, may elect retirement and upon such retirement approval, be eligible to receive a cash benefit equal to seventy-five percent (75%) of the individual's last salary. This benefit is only for those employees above who began their full time salaried employment with the District prior to July 1, 2008.

The cash benefit shall be paid into an employer directed nonERISA 403(b) plan in the name of the retiree in accordance with the annual maximum deposit limits of such post-retirement contributions as outlined in IRS code on July 31st.

The employee shall notify the superintendent in writing of his/her intentions and submit the required documents not later than March 1st of the year in which such retirement shall occur. The retirement documents consist of: retirement letter, retirement application that includes beneficiary designation and a birth certificate.

Such retirement must occur at the end of the contract term and may not commence during the term.

Classified employees who are eligible for the retirement benefit under the terms and conditions outlined in this section may continue to participate in the District's group health insurance program until they reach an age in which they are eligible for Medicaid Insurance coverage. Employees who elect continued participation in the District's group health insurance program shall pay one-hundred percent (100%) of the premium cost. The monthly premium of the retiree shall be automatically withdrawn from the individual's bank account at such time as required by the Business Office. Life insurance coverage is not available to retired individuals. Additional provisions dealing with continued coverage are further outlined in the insurance handbook.

Employees who maintained dependent coverage at the time of early retirement may continue with such coverage. Employees may not change from single to dependent coverage at any time after retirement has been applied for, granted or instituted.

ARTICLE XXIV: WEATHER RELATED HOURS OF DUTY

When school is called off due to adverse weather conditions, staff members covered under this contract are affected differently:

No School:

*Full-time employees (40 hours/week- 12 months) report to work as a regular work day. If road conditions prohibit them from being at work, they may elect to take a day of vacation or a day without compensation after consultation with their immediate supervisor.

*Hourly employees will not report to work and will not be compensated for the day. Typically, the work/school day will be made up later in the year.

Late start or early dismissal:

*Full-time employees (40 hours/week- 12 months) report to work at their regular time and work through their regular hours. If road conditions are such that the employee feels the need to come to work late or leave work early, the employee may elect to take vacation time or leave without compensation after consultation with his/her supervisor.

*Hourly employees will be compensated for the actual time worked. Time worked in addition to the shortened school day must be agreed upon by the immediate supervisor.

Blizzard- No travel advised in the city:

*The superintendent may declare a general holiday in which full-time employees (40 hours/week – 12 months) will not be required to report to work and will receive regular compensation.

ARTICLE XXV: WORK BREAKS

Employees who work prior to and after the normal daily noon hour are required to take a minimum thirty (30) minute unpaid lunch break unless special circumstances need to be considered. Such breaks shall be recorded on the daily time sheet. Exceptions to this policy are staff members whose work assignments are limited to supervising students during the noon lunch period.

Employees whose daily work assignment exceeds five hours may take a 15 minute work break in the morning and a 15 minute work break in the afternoon. Said time, if taken, is not to be recorded on the daily time sheet.

ARTICLE XXVI: ADULT ACTIVITY TICKETS

District employees are eligible to receive an adult activity ticket admitting the employee to school events in exchange for a work assignment at one school event. Should the employee desire a ticket for their spouse, the employee shall agree to accept two work assignments. Duty assignments shall be made in the office of the Athletic Director.

ARTICLE XXVII: DURATION

This agreement shall remain in force and effect from July 1, 2008 and shall continue in effect until midnight on June 30, 2011.

Association President

School Board President

Chief Negotiator-Association

Chief Negotiator – School Board