

**2023-2024**

**Master Agreement**

**between the**

**Platte-Geddes School District Board of Education**

**and the**

**Platte-Geddes Education Support Personnel**

## **Article I**

### **Recognition Clause**

The Platte-Geddes School District #11-5 Classified Negotiated Agreement hereinafter referred to as the “ESP Master Agreement” is entered into by and between the Platte-Geddes Education Support Personnel hereinafter called the “PG-ESP,” as the sole and exclusive representative for all custodians, paraprofessionals, bus drivers, and secretaries, with the exception of the Superintendent’s secretary, and the Board of Education of Platte Geddes School District #11-5, hereinafter called the Board.

## **Article II**

### **Intent**

The intent for assembling an ESP Master Agreement is to collect and collate all negotiated agreements between the Platte-Geddes Education Support Personnel (PG-ESP) and the Platte-Geddes Board of Education. The contents herein represent all negotiated agreements between the Platte-Geddes Education Support Personnel and the Platte-Geddes Board of Education.

## **Article III**

### **Management Rights**

The PG-ESP recognizes that the Board has the right to assign employees as it sees fit and to make and enforce reasonable work rules, consistent with and limited only by the specific and express provisions of this Agreement and applicable law.

## **Article IV**

### **Wages**

#### A. Salary

1. All returning employees shall receive a \$2.00 increase to their hourly wage. A \$1.50 differential will be paid to paraprofessionals when caring for Special Education students with 1:1 staff assignments. A \$1.00 differential will be paid to paraprofessionals during the hours spent working with Special Education students who do not have 1:1 assignments. It is understood that the burden of accurate time card tracking is the responsibility of the employee.
2. The District may grant full credit of five (5) years for a new hire coming into the district. The experience must be consecutive with no more than a two (2) year gap in employment. The District may deviate from the hiring schedule in cases of extreme emergencies or when a scarcity of applicants in a particular field exists. (See Appendix A) If the District deviates from the hiring schedule, ESP shall be notified of the same.
3. The number of pay periods shall equal to months employed. Employees shall be paid on the 20<sup>th</sup> of each month, unless the 20<sup>th</sup> falls on a holiday or weekend. In those cases, the payment will be made on the last working day preceding the 20<sup>th</sup>.

4. Payroll deduction options are made available to staff in areas such as approved tax-sheltered annuities, cancer insurance, and term life insurance.

## **Article V**

### **Insurance/Benefits**

#### A. Group Health Insurance:

1. Each employee who works at least twenty (20) hours per week during their contract year may join the District's group health insurance plan at their initial time of hire or during the open enrollment period. The District shall contribute up to \$700.00 per employee for 12 months, regardless of months employed, toward the single premium of the group, health, accident, and hospitalization plan, not to exceed the full cost of a single policy. Insurance coverage shall continue until employment is terminated with the district or employee voluntarily chooses to discontinue coverage, or unless an exception to beginning and ending dates are noted in the contract of employment.

#### B. Term Life Insurance:

1. Each employee may join the District's group term life insurance plan at their initial time of hire or during the open enrollment period. The employee is responsible for the full cost of this plan. Insurance coverage shall begin on the first of the month following the date of hire for newly hired employees or January 1<sup>st</sup> for existing employees. Insurance coverage shall continue until employment is terminated with the district or employee voluntarily chooses to discontinue coverage, or unless an exception to beginning and ending dates are noted in the contract of employment.

#### C. Dental Insurance:

1. Each employee that works at least twenty (20) hours per week during their contract year may join the District's dental insurance plan at their initial time of hire or during the open enrollment period. The District shall contribute the full cost of an individual premium for dental insurance per month for twelve (12) months. Insurance coverage shall begin September 1<sup>st</sup> and continue until employment is terminated with the district or employee voluntarily chooses to discontinue coverage, or unless an exception to beginning and ending dates are noted in the contract of employment.

#### D. Flexible Benefit Plan:

1. The District will allow participation in a flexible benefit tax savings plan (Cafeteria Plan) with the maximum amount of uninsured medical care expenses (not to exceed \$3,050.00 per employee) and dependent care expenses (not to exceed \$5,000.00 per household) with administrative cost to be paid by the District.

#### E. South Dakota Retirement System:

1. Each employee that works at least 20 hours a week and at least six months per year is required to participate in the South Dakota Retirement system offered through the District. Currently, the employee's rate of contribution is 6%, which is matched by the District.

#### F. Vision Insurance

1. Vision Insurance through Vision Plan Services is offered through the school district. Premiums will be the sole responsibility of the employee.

## Article VI Leaves

### A. Sick Leave

1. Each full time 12-month employee will be granted ten (10) days per year for sick leave. Each 9 and 10 month employee will be granted 9 days per year for sick leave. Sick leave days can accumulate to sixty (60) days. Sick leave may apply to illnesses within the immediate family, with the immediate family defined as: spouse, children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law, brothers-in-law, and sisters-in-law.
2. Sick leave may be utilized for bereavement leave and may apply to deaths within the immediate family, with the immediate family defined as: Spouse, children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law, brothers-in-law, and sisters-in-law.
3. Employees within the system and remaining in the system who have reached the maximum number of accumulated sick leave days, will be reimbursed \$25.00 per day for each unused sick leave day in excess of sixty (60).
4. Sick leave severance pay will be based upon sick leave. The District will make a severance payment of accumulated sick leave for employees who terminate their employment or are terminated, but payment will not be payable to those who are dismissed or terminated for cause within the contract year. The payment will be made in the following manner:
  - a. \$10.00 per day for unused accumulated sick leave for employees who have been employed for four (4) years or less
  - b. \$15.00 per day for unused accumulated sick leave for employees who have been employed for five (5) years or more
5. Sick Leave Bank:
  - a. Each employee, to be eligible to participate in the Sick Leave Bank, shall notify the Business Manager, in writing, by the 1<sup>st</sup> day of the current school year. Employees who choose not to participate at this time will not be eligible for the current school year. To become eligible each employee will contribute two days of sick leave the first year and one sick leave day in the second year. If the eligible employee withdraws from the bank the first year, to remain eligible they will donate one additional sick leave day at the start of the next school term.
  - b. To be eligible to withdraw days from the Sick Leave Bank, staff participating in the Sick Leave Bank must have used all sick leave (current and accumulated) and personal leave.
  - c. The maximum number of sick leave days the sick leave assistance committee may provide to a participant per year is 20 days. Additional days *may* be granted if participant is unable to return to work, the leave is supported by a physician's written statement, the leave request does not jeopardize the potential need from other participants, and the bank would support additional leave. All requests from the sick leave bank will be on a first come first served basis.
  - d. The sick leave assistance committee will be one member of the PG-ESP, one classified staff member from the High School/Middle School, one classified staff member from the Elementary, appointed by their respective groups for a two-year term, and the

Superintendent. Committee recommendations will be made to the Platte-Geddes Board of Education for approval.

- e. If all the days in the bank are used up prior to the end of the school year, the bank will cease to operate during the year and will begin anew in the next school year. Days not used at the end of each year will remain in the bank.
- f. Employees will request leave from the sick leave bank by submitting a written request to the sick leave committee. (For request form see Appendix B)
- g. Days granted to classified staff from the sick leave bank shall be treated in the same manner by the District as the sick leave days that have been granted by the District or that has been accumulated.
- h. Employees who become disabled or retire will not be entitled to any days from the sick leave bank.
- i. Days contributed to the plan cannot be withdrawn when an employee terminates membership.
- j. Employees who retire will be able to donate unused sick leave to the sick leave bank if they so choose.

#### B. Personal Leave

1. Each employee will be granted two (2) working days per year to be used as personal leave. One (1) personal day is permitted to be carried over to the following year in increments of .5 days. Employees carrying over a personal day may carry it over as personal leave or sick leave. No more than three (3) days may accumulate in one year. Employees must notify the business office at the end of the school year with the intention to carry over one personal day for the next school year.
2. Personal leave will not be deducted from sick leave.
3. At least one (1) weeks' notice shall be given to the administration of intent to use personal leave unless the leave is needed for bereavement or an emergency situation.
4. Personal leave is intended to allow employees to conduct personal business during a school day when it cannot be conducted on any other non-school day.
5. Once per calendar year, an employee may trade 12 sick leave days for 1 personal day. This day cannot be carried over to the following year.
6. In the event of school cancellation due to inclement weather, employees will have the option of using a personal day for the cancelled school day.

#### C. Bereavement Leave

1. In case of the death of a staff member or relative of a staff member, and the funeral is out of town, the school district will allow a delegation of two (2) volunteer staff members, chosen by the PG-ESP, to represent the school district. This bereavement leave would be deducted from sick leave.

#### D. Jury Duty

1. Any employee called to serve on jury duty will be permitted to serve and shall receive his/her regular salary.
2. In turn, he/she shall forfeit to the District the compensation paid for serving, less mileage and other allowable expenses.

#### E. Subpoenaed Witnesses

1. Any employee subpoenaed by the court system as a witness shall be released from work to appear in court if arrangements are made in advance with the superintendent.
2. The time used to appear as a witness will not affect an employee's eligibility for unused sick leave reimbursement.

#### F. Vacation Leave

1. Full time 12-month employees will be granted two (2) weeks of vacation leave.
2. Vacation leave must be pre-approved by the Superintendent and at least two (2) weeks' notice must be given to the administration by the employee of the intent to take vacation leave.
3. Vacation leave will be granted after one (1) full year of employment.
4. Additional vacation leave will be granted on the following basis:
  - a. One (1) additional week after (10) years of service to the District
  - b. Two (2) additional weeks after twenty (20) years of service to the District

#### G. Holiday pay

1. Full time 12-month employees will be granted seven (7) paid holidays.
2. These holidays include Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Good Friday, Memorial Day and July 4<sup>th</sup>.
3. 9 and 10-month employees are granted the aforementioned holidays that fall within their contract year.

#### H. Inclement Weather

1. Late Starts/Early Dismissals: In the event that school has a delayed start or an early dismissal due to inclement weather, support staff will be paid for actual hours worked.
2. School Cancellations: On days when school is canceled due to inclement weather, twelve-month classified personnel may report to work at regular hours, unless otherwise instructed by their immediate supervisor. Employees are to record the actual number of hours worked and will be paid based on those hours. If weather conditions do not permit twelve-month employees to report to work, the district will compensate the employee for up to three (3), eight (8) hour days for lost days of work.

Nine and ten month classified personnel will not be expected to report to school when school is canceled due to inclement weather. If canceled instructional days are not added to the school calendar, the district will compensate the employee for no more than three (3) days of work based on the average number of hours worked per day. Compensation will be made at the end of the school year. If the number of canceled school days exceeds three (3) days and not added to the school calendar, staff will be given the opportunity to recoup lost hours by completing additional tasks during non-workdays.

## **Article VII Employment**

- A. Work Week: The normal work week for employees will be Monday through Friday, with the exception of legal holidays. Other exceptions and schedules may be designated by the building principal and approved by the superintendent.
- B. Transfers: Administrative transfers or reassignments will be made only after a conference between the employee and the superintendent or immediate supervisor. Any employee desiring a transfer in assignment may make a request to his/her supervisor or the superintendent.
- C. Notwithstanding any of the terms and conditions set forth herein, or any contractual term and condition with employees, any employee or the district may terminate employment with or without cause, at any time by providing the non-terminating party written notice 5 days prior to the termination date. The parties have hereby created a mutual employment at will relationship.
- D. When a para subs or covers for a teacher, the para wages vs. sub pay is compared. The para will be paid the higher amount.
- E. The school district shall renumerate paraprofessionals of rural schools at the state rate per mile for miles traveled to the rural attendance center from their home or from the city school, whichever is closer. Mileage will be reimbursed at the end of the school year based on actual days worked.

## **Article VIII Grievance Procedure**

### Definitions:

1. A “grievance” is a complaint by an employee or a group of employees based upon an unresolved employer/employee dispute or 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 or any of the provisions of this agreement or any laws of the state of South Dakota which apply to education. The absence of, or disagreement with, existing policy or rules, or regulation is not a “grievance” and is subject to annual negotiations under the negotiations policy.
2. An employee is a member or group of members of the bargaining unit as defined by the Platte-Geddes Education Support Personnel (PG-ESP) in their recognition agreement with the Board of Education.
3. An “aggrieved person” is an employee or the local bargaining agent, PG-ESP.
4. A “party of interest” is the aggrieved person and any person or persons who might be required to take action or against whom action might be taken to resolve the grievance.
5. “Days” shall mean calendar days unless otherwise designated.
6. “PG-ESP” shall mean the Platte-Geddes Education Support Personnel.
7. “Board” shall mean the Board of Education of the Platte - Geddes School District #11-5, Platte, South Dakota.

This procedure policy may be used in settlement of grievances by other employees or employee associations without sanction of the Platte-Geddes Education Support Personnel.

A. Purpose:

The purpose of this procedure is to secure, at the lowest possible level, equitable resolution of grievances, and to protect the rights of all parties' interests.

B. Time limits:

1. 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 made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.
2. In the event a grievance is filed at such time that it cannot be processed through all of the steps of this grievance procedure 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.
3. It is required that an employee file a grievance within thirty (30) days after the alleged violation(s) or within thirty (30) days of when the employee knew or should have known of the alleged violation.

C. Procedures

Level I: Principal/Supervisor

The aggrieved person shall file his/her grievance in writing within thirty (30) days after the alleged violation(s) or within thirty (30) days of when the employee knew or should have known of the alleged violation with the immediately involved supervisor/principal. The immediately involved supervisor/principal shall arrange a meeting with the aggrieved person and the PGESP's designated representative(s) to take place within ten (10) calendar days after the grievance has been filed. At this meeting, the aggrieved person can bring a staff representative or a PGESP representative. Within ten (10) calendar days after the meeting, the supervisor/principal shall render a decision in writing to the aggrieved person.

Level II: Superintendent of Schools

If the grievance is not resolved at Level I, or if no written decision has been rendered within fifteen (15) calendar days after presentation of the grievance, the aggrieved person may file the grievance in writing with the Superintendent of schools within ten (10) days after the decision at Level I or twenty (20) days after the grievance was presented, whichever is sooner. The superintendent of schools shall arrange a meeting with the aggrieved person within ten (10) calendar days after the grievance has been filed. At this meeting, the aggrieved person can bring



a staff representative or the PG-ESP's representative. Within ten (10) after said meeting, the superintendent of schools shall render his/her decision in writing to the aggrieved person.

#### Level III: Board of Education

If the grievance is not resolved at Level II, or if no decision has been rendered within ten (10) calendar days after the meeting with the superintendent of schools, the aggrieved person may file the grievance in writing with the Board of Education within ten (10) calendar days after the decision at Level II. The Board of Education shall hold a formal hearing at its next regularly scheduled board meeting. The Board of Education shall render their decision in writing to the aggrieved person, within twenty (20) calendar days of the hearing.

#### Level IV: Arbitration

If the aggrieved person is not satisfied with the disposition of the grievance at the Level III, or if no written decision has been rendered within the time period set forth in the preceding paragraph, the grievant may within thirty (30) calendar days after the receipt of the written decision is due, whichever is earlier, appeal to the Department of Labor, pursuant to Statute. The inclusion of this paragraph in the grievance procedure shall not constitute a waiver by either party of its rights to dispute the authority of the Department of Labor to hear the appeal and/or render any particular decision.

#### D. Rights of Employees to Representation:

1. Any party or parties in interest may be represented at all stages of the grievance procedure by him/herself, his/her representative, or, at his/her option, by a representative(s) selected or approved by the Association.
2. No reprisals of any kind shall be taken by the Board or its representatives against any party in interest, the PG-ESP or its members, or any other participant in the grievance procedure by reason of such participation.

#### E. Miscellaneous:

1. If, in the judgment of the PG-ESP, a grievance affects a group or class of employees, the PGESP may submit such grievance in writing to the superintendent of schools directly, and processing of such grievance shall be commenced at Level II.
2. Decisions rendered at all levels of the formal grievance procedure shall be in writing, setting forth the decision and its rationale. (See Appendix C)
3. All documents, communications, and records dealing with the processing of the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the superintendent

of schools and the PG-ESP with School Board approval. All of the above listed items will be properly distributed so as to facilitate the operations of the grievance procedure.

5. Meetings and hearings under this procedure shall include only the parties in interest, their designated or selected representative(s), witnesses, others designated by a party in interest, and PG-ESP representatives. No meetings or hearings under this procedure shall be conducted in public.
6. When it is necessary for an aggrieved person and/or his/her representative(s) to attend a meeting or a hearing called during the school day, the superintendent of schools shall notify the appropriate supervisor or principals. The aggrieved person and his/her representative(s) shall be released without loss of pay for such time, as their attendance is required at such a meeting or hearing.
7. The Board agrees to make available to the aggrieved person or his/her designee all pertinent information, which is relevant to the issue, raised by the grievance.
8. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

## **Article IX**

### **Effects of Agreement**

- A. The district retains unto itself the powers and duties vested in it by the laws of the State of South Dakota and the United States. The exercise of the aforementioned powers, duties and the adoption of policies shall only be limited in terms of the conditions of this agreement. Board policies shall be coordinated so as to not be in conflict with this Agreement.
- B. Individual Contracts: The terms and conditions of the Agreement shall be reflected on the individual contracts.
- C. Savings Clause: Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement. The remaining articles, sections and clauses shall remain in full force and effect.
- D. Terms of the Agreement: The provisions of this Agreement shall be effective as of the 1<sup>st</sup> day of July, 2023 and shall continue in effect through June 30, 2024. If a successor agreement is not arrived at, the terms of this Agreement will remain in effect until a successor agreement is established and signed by both parties or a new Agreement is imposed under SDCL 3-13-8.2.

Signed: \_\_\_\_\_  
President, School Board

Signed \_\_\_\_\_  
Representative, PG-ESP

Dated: \_\_\_\_\_

## Appendix A

### Platte-Geddes Classified Hiring Guide

- 1 Paraprofessionals
- 2 Custodian Assistant
- 3 Secretary-Principal
- 4 Head Maintenance/Custodian
- 5 Bus Drivers
- 6 Food Service Worker
- 7 Head Food Service

	1	2	3	4	5	6	7
1	\$ 15.40	\$ 15.40	\$ 15.40	\$ 16.45	\$ 19.40	\$ 16.35	\$ 18.40
2	\$ 15.65	\$ 15.65	\$ 15.65	\$ 16.70	\$ 19.65	\$ 16.60	\$ 18.65
3	\$ 15.90	\$ 15.90	\$ 15.90	\$ 16.95	\$ 19.90	\$ 16.85	\$ 18.90
4	\$ 16.15	\$ 16.15	\$ 16.15	\$ 17.20	\$ 20.15	\$ 17.10	\$ 19.15
5	\$ 16.40	\$ 16.40	\$ 16.40	\$ 17.45	\$ 20.40	\$ 17.35	\$ 19.40
6	\$ 16.65	\$ 16.65	\$ 16.65	\$ 17.70	\$ 20.65	\$ 17.60	\$ 19.65

**Platte-Geddes ESP  
Voluntary Sick Leave Bank**

\_\_\_\_\_, wish to contribute \_\_\_\_\_ days to the PG-ESP  
Voluntary Sick Leave Bank for the 2023-2024.

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Signature \_\_\_\_\_ Date \_\_\_\_\_

**PG-ESP Sick Leave Bank Request**

To be completed by the applicant and forwarded to a committee member

I am requesting to draw out \_\_\_\_\_ day(s) from the PG-ESP Sick Leave Bank in accordance to the PG-ESP Master Agreement Article VI, Section A, Part 4. I am fully aware of any and all obligations for participating in the PG-ESP Sick Leave Bank.

Reason for request: \_\_\_\_\_

Date sick leave begins \_\_\_\_\_ Date returning to work \_\_\_\_\_

Sick leave balance \_\_\_\_\_ (contact business office for official balance)

Number of sick leave days used from personal balance \_\_\_\_\_

Number of days requested from the sick leave bank \_\_\_\_\_

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Signature \_\_\_\_\_ Date \_\_\_\_\_

To be completed by the PG-ESP Sick Leave Bank Committee

The request by \_\_\_\_\_ has been

\_\_\_\_\_ **Approved** to receive \_\_\_\_\_ day(s) for the Sick Leave Bank

\_\_\_\_\_ **Denied** \_\_\_\_\_ day(s) from the Sick Leave Bank

\_\_\_\_\_  
Classified representative from HS/MS staff \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Classified representative from Elementary staff \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
PG-ESP Representative \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Superintendent \_\_\_\_\_ Date \_\_\_\_\_

## **Appendix C**

### **Formal Grievance Form**

Name(s) of grievant

Person(s) named in grievance:

Date(s) of the alleged incident/action:

Reason for grievance:

Details of grievance (attach additional information if necessary)

Requested remedy: