2019-2021

WORK AGREEMENT

BETWEEN

WESTERN DAKOTA TECH

AND

WESTERN DAKOTA TECH CLASSIFIED STAFF

WESTERN DAKOTA TECH

1968 50 YEARS 2018

INDEX

		Page
Appointment of Classified Personnel	Article I	1
Employee Categories	Article II	1
Discrimination	Article III	1
Credit for Previous Experience	Article IV	1
Hours of Work	Article V	2
Leaves of Absence	Article VI	2
Section 1 - Vacation Leave		3
Section 2 - Holidays		3
Section 3 - Emergency Leave		4
Section 4 - Sick Leave		5
Section 5 - Jury Leave		6
Section 6 - Personal Leave		6
Section 7 - Military Leave		6
Section 8 - Worker's Compensation		7
Section 9 - Family Medical Leave		7
Section 10 – Maternity Leave		10
Section 11 - Discretionary Leave		10
Salary and Classification	Article VII	11
Group Insurance Program	Article VIII	12
Retirement and Severance Pay	Article IX	13
Assignment, Transfer and Job Vacancies	Article X	14
Medical Examinations	Article XI	14
Resignation	Article XII	14
Retirement	Article XIII	15
Payroll Deductions	Article XIV	15
Education Benefits	Article XV	15
Substitutes	Article XVI	16
Effective Date and Duration of Agreement	Article XVII	17
Placement Salary Schedule	Appendix A	18
Benefits	Schedule A	19

ARTICLE I.
APPOINTMENT OF CLASSIFIED PERSONNEL

The Rapid City Area School Board, (hereinafter, "Board") or its Assigns will employ whatever classified personnel are needed according to the discretion and recommendation of the President of Western Dakota Tech. Classified personnel are subject to assignment and transfer at the discretion of the President or designee. There is a one hundred twenty day (120) scheduled working day probation period for all new classified employees or former employees who are rehired. Upon giving written notice to the employee, the College shall have in its sole discretion the ability to extend the probationary period for an additional sixty (60) scheduled working day period. The College shall have the right to discharge a probationary employee during the probationary period, and such employee shall not have recourse to the grievance procedure herein.

ARTICLE II.
EMPLOYEE CATEGORIES

The categories of employment for classified staff are:

Full-time: The term "full-time employee" shall mean an employee whose normal schedule of work is forty (40) hours per calendar week and twelve (12) months per fiscal year.

Part-time: The term "part-time employee" shall mean an employee whose normal schedule of work is twenty (20) or more hours per calendar week and is equal to or less than twelve (12) months per fiscal year.

Employees recognized in this Agreement work twenty (20) hours or more per calendar week and excludes seasonal or temporary hires.

ARTICLE III.
DISCRIMINATION

See Western Dakota Tech's policy, Policy 2005-Discrimination/Harassment..

ARTICLE IV.
CREDIT FOR PREVIOUS EXPERIENCE

A. A classified employee newly hired by the College may be granted experience credit up to step four (4) on their pay grade level. This credit will be granted at the discretion of the College President, or designee, subject to final approval by the Board of Education.

B. This credit may include direct work related experience, education, and supervisory experience, subject to approval by the President or designee.

C. If not granted four (4) steps at the beginning of employment, the classified employee will be advanced one (1) step in successive years for each year of service up to step four (4), providing employee has received a positive performance evaluation.

ARTICLE V.
HOURS OF WORK

A. Intent:

This Section is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or days of work per week.

B. Definitions:

The normal workday shall be eight (8) consecutive hours of work. The normal workweek shall be five (5) consecutive workdays within a seven (7) day period. All such workweeks shall commence on Monday. An employee's work schedule may be changed from time to time as determined by the College.

The standard work week for full-time employees is eight (8) hours a day, five (5) days a week, Monday through Friday.

C. Overtime:

All work performed in excess of forty (40) hours per work week shall be compensated in accordance with applicable law. Overtime shall not be paid twice for the same hours. There shall be no payment of overtime for hours not worked. Overtime will not be allowed without the written approval of the President or other appropriate supervisor. Sick leave and personal leave will be considered as hours worked for purposes of overtime.

D. Meal/Break Periods:

All employees shall be granted a lunch break that shall be unpaid. Whenever possible, the lunch period will be scheduled at the middle of the shift and shall not be less than thirty (30) minutes nor more than one (1) hour in length, the exact scheduling and length of which shall be determined by the appropriate supervisor. A fifteen (15) minute break (one (1) in the a.m. and one (1) in the p.m.) will be scheduled by the appropriate supervisor.

ARTICLE VI.
LEAVES OF ABSENCE

Leaves of absence are of two (2) kinds, paid leaves of absence and unpaid leaves of absence. No paid leave of absence can be taken before it is earned. Leaves of absence provided by this Agreement are:

Section 1	Vacations
Section 2	Holidays
Section 3	Emergency Leave
Section 4	Sick Leave
Section 5	Jury Leave
Section 6	Personal Leave
Section 7	Military Leave
Section 8	Workers' Compensation
Section 9	Family Medical Leave
Section 10	Maternity Leave
Section 11	Discretionary Leave

Section 1 – Vacations (Eight (8) hour, twelve (12) month employees)

Paid annual vacation leave will be granted to all full-time employees who regularly work twelve (12) calendar months a year. **The first day of the month in which the employee is hired shall be used as the anniversary date for the purposes of vacation accumulation. Leave may be taken only after it has accrued, it may not be taken in advance.**

Full-time employees will be granted ten (10) working days of vacation after each year for the first five (5) years of service. Fifteen (15) working days of vacation will be granted each year for six (6) years of service and over. Twenty (20) working days of vacation will be granted after eleven (11) years of service.

Part-time employees who move to a regular full-time position will be granted a prorated portion of credit toward vacation. (Example: 5 years at ½ time = 2 ½ years)

Vacation days may be taken in one (1) hour increments. Employees may accumulate vacation up to one and one-half (1 ½) times per year their annual amount. Employees must give one (1) weeks' notice for any vacation time unless approval has been granted by their direct supervisor. Upon resignation or dismissal, prorated earned vacation days will be paid.

All vacation pay shall be computed at the employee's straight time rate for the classification to which the employee is permanently assigned. Employees may not waive their vacation and draw double pay by working during the time allowed. Part-time employees shall accrue vacation leave on a pro-rated basis according to the hours per day regularly worked.

Section 2 – Holidays (Eight (8) hour employees)

A. The holidays recognized under this Agreement for full-time employees include New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Native American Day, Veterans Day, Thanksgiving Day and the following Friday, Christmas Day, plus two (2) additional days as determined by administration. The day of observance of these holidays shall be as determined on

the school calendar.

B. All full-time employees (eligible under this Agreement) shall receive his or her regular rate of pay for each holiday recognized by the Agreement on which no work is performed. If work is required by the College and is performed on such recognized holiday, the employee, in addition to holiday pay, shall be paid the employee's regular rate of pay for all hours worked on such holiday.

Eligibility for pay for a holiday not worked shall be as follows:

1. The employee must be in active employment when the holiday occurs, unless on sick leave;
2. If the employee is scheduled to work on the holiday and refuses to do so, no payment will be made for the holiday.
3. Part-time employees shall receive holiday pay on a pro-rated basis according to the hours per day regularly worked.

Section 3 – Emergency Leave (Eight (8) hour employees)

A. Each employee shall be granted the privilege of using accumulated sick leave in the following manner:

1. Each employee shall be granted the privilege of using a maximum of ten (10) days sick leave, per occurrence, to cover absences due to death involving their spouse, parents, parents-in-law, their children or other immediate family. Other immediate family shall include brother, sister, brother- or sister-in-law, grandmother, grandfather, grandchildren, grandfather- or grandmother-in-law, stepson, stepdaughter, stepmother, stepfather, stepbrother, stepsister, and any other person who is a regular member of the administrator's immediate household and who is dependent for support in whole or in part on such employee.
2. Each employee shall be granted the privilege of using accumulated sick leave, to cover absences due to emergencies of illness or injury involving their spouse, parents, parents-in-law or their children other immediate family. Other immediate family shall include brother, sister, brother- or sister-in-law, grandmother, grandfather, grandchildren, grandfather- or grandmother-in-law, stepson, stepdaughter, stepmother, stepfather, stepbrother, stepsister, and any other person who is a regular member of the administrator's immediate household and who is dependent for support in whole or in part on such employee. The supervisor or President may request a physician's statement concerning such absence.
3. Each employee shall also be granted the privilege of using a maximum of two (2) days sick leave per occurrence, to cover any absence in order to attend the funeral of someone close to the employee.

4. If more than the maximum number of days is needed, additional leave days can be requested of the employee's supervisor, to be approved by the President or designee.

5. Each employee shall be granted the privilege of using a maximum of three (3) days of emergency leave in case of a natural disaster or when he/she has been stranded out of town on a trip due to adverse weather, cancellation of public transportation, or other similar circumstances beyond the reasonable control of the employee. (The President may approve up to three (3) additional days to be used for school cancellation per fiscal year.)

6. An employee may, upon the approval of the appropriate supervisor, be granted the privilege of using up to five (5) days of sick leave per occurrence to cover absences due to marriage in the immediate family or required appearance in a court of law involving no moral turpitude on the part of the employee in a case in which the employee is a party.

7. An employee may not use more than ten (10) days per year of accumulated sick leave for the purposes stated in subsection 6. above. Additionally, any sick leave used for the purpose of employee marriage must be taken at one (1) continuous period and is limited to five (5) days in length.

Section 4 – Sick Leave (Eight (8) hour employees)

A. Purpose:

Subject to the conditions stated below, sick leave is available for all employees covered by this Agreement who are full-time employees. Sick leave is provided to give a reasonable amount of protection for employees and the College so that employees who are ill, injured or otherwise physically disabled (including pregnancy-related disabilities) will not feel compelled or be required to attend to duties when such disabilities exist.

Part-time shall accrue sick leave on a pro-rated basis according to the hours per day regularly worked.

B. Conditions:

Employees shall be eligible for sick leave pay under the following conditions:

1. They report to their appropriate supervisor prior to the start of their normal shift, unless in the judgment of the College the circumstances surrounding the absence make such reporting impossible, in which event such report must be made as soon thereafter as is possible.

C. Accumulation of Sick Leave:

Sick Leave shall be earned at the following rate:

1. Full-time employees (8 hours per day)....sixteen (16) days per year to a total accumulation of one hundred forty (140) days;

a. A maximum of one hundred forty (140) days of sick leave may be carried forward in any new year. At the end of each fiscal year, eight (8) hour classified employees will be paid $25 per day of accumulated sick leave in excess of 140 days. Upon resignation or retirement and after ten (10) consecutive years of service, 50% of accrued sick leave will be paid based on the hourly rate at the time of resignation or retirement. Employees cannot borrow sick leave. It can be used only as accrued monthly as shown above.

D. Usage of sick leave:

Sick leave may not be taken in increments of less than one-quarter (1/4) hour and may be used for routine doctor or dentist appointments. The immediate supervisor may request a physician's statement concerning an absence of three days or more. Sick leave may not be taken during any vacation period or for any other time outside employee's regular schedule of work. An employee who is not able to return to duty following two (2) weeks of illness may be required to present upon return to work a certificate of ableness to his/her immediate supervisor. An employee who willfully violates or misuses the sick leave policy or bank who misrepresents any statement of condition under said policy is subject to disciplinary action including forfeiture of all accumulated sick leave and any further right under said policy until reinstated in good standing by the Board of Education. Upon termination from employment for any reason, other than retirement or resignation, all accumulated sick leave shall be deposited into the sick leave bank.

Section 5 – Jury Leave

Employees who are subpoenaed to testify in court (in a case which they are not a party) or summoned to serve on a jury shall receive full pay from the College. When not engaged in actual jury service, the employee is expected to report to work to his/her assigned duties. The employee may retain any stipend received from the courts for their service.

Section 6 – Personal Leave (Eight (8) hour employees)

The President may grant up to three (3) days per year for personal reasons. Employees hired before January 1 receive three (3) days. Employees hired January 1 or later receive one (1) day. Upon prior approval from the appropriate supervisor, employee may schedule personal leave. Personal leave will ordinarily not be granted in conjunction with a holiday or vacation leave. Personal leave may not be taken in increments of less than one (1) hour. Unused personal leave may accumulate to a maximum amount of six (6) days.

Section 7 – Military Leave

Upon advanced notice, unless precluded by military necessity, a leave of absence may be granted for military service.

Upon completion of the military services, the individual shall be entitled to reinstatement in the previous or similar position with the College with the same status, pay and seniority, but subject to the following conditions:

a. That returnee is qualified and capable of performing the duties of the position.

b. That returnee makes written application for reinstatement according to the Uniform Services Employment and Reemployment Rights Act (USERRA).

c. That returnee submits an honorable discharge from military service.

Upon advance notice, a leave of absence shall be granted for reservists for training purposes. Request should be made on the regular leave form, and military orders shall be attached. Leaves for training will be granted without prejudice for up to 15 days without pay. Employees are encouraged to take these training periods during the summer session.

Section 8 – Worker's Compensation

Employees who are absent from work because of an occupational disability arising out of and in the course of their employment and which is compensable under the Workers' Compensation Law shall be entitled to draw against their accumulated sick leave. Charges against accumulated sick leave shall be only for that portion in excess of the compensation payment. Workers' Compensation payments received for the days when regular wages are continued or when sick leave payments are made shall be returned to the College.

Upon the exhaustion of available leave, the College shall be free, in its sole discretion, to place absent employees on discretionary leave. In the event such action is taken, the College is free to declare the position formerly occupied by the employee vacant, and proceed to fill the same in accordance with the terms of this Agreement.

Section 9 – Family and Medical Leave

A. WDT is covered by the provisions of the Family and Medical Leave Act (FMLA). If the leave qualifies as FMLA under federal law, the employee will be entitled to use leave under FMLA. If the employee is not eligible for FMLA or wishes to take leave for a purpose that does not qualify for FMLA, the employee should consult the other leave policies set forth in this Agreement to determine if other leave might be available.

B. To be eligible for FMLA leave, an employee must have worked at least twelve (12) months for the Rapid City Area School District/WDT, been employed for at least one thousand two hundred-fifty (1250) hours during the twelve (12) months preceding the commencement of leave, and must be employed at a worksite where at least fifty (50) employees are employed within seventy-five (75) miles of the worksite.

C. Under the FMLA, eligible employees may take up to twelve (12) weeks or twenty-six (26) weeks of unpaid leave to care for a covered service member in a designated twelve (12) month period for any of the following:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for a child after birth or placement for adoption or foster care;
- To care for a spouse, son, daughter or parent, who has a serious health condition;
- For a serious health condition that makes the employee unable to perform the assigned job;
- For a qualifying exigency, as described below.

D. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the their job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider, or one (1) visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

E. Eligible employees with a spouse, son, daughter, or parent on covered active duty (or who has been notified of an impending call or order to active duty) in the Armed Forces may use their twelve (12) week leave entitlement to address certain qualifying exigencies. Covered active duty includes deployment to a foreign county. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment briefings.

F. An eligible employee may take up to twenty-six (26) weeks of unpaid leave during any single twelve (12) month period to care for the employee's spouse, son, daughter, parent, or next of kin who is a covered military service member and incurred a serious injury or illness in the line of military duty, or who experienced the aggravation of an existing or preexisting condition in the line of active duty. The twelve (12) month period is measured in the calendar year.

G. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves. A serious injury or illness is one that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy, or is in outpatient treatment, recuperation, or therapy for a serious injury or illness within five (5) years after leaving the service. The serious injury or illness may have manifested before or after the individual became a veteran (such as Post Traumatic Stress Disorder.)

H. Employees do not need to use their leave entitlement in one (1) block. Leave may be taken intermittently or on a reduced leave schedule when medically necessary. The employee must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt WDT's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

I. During FMLA leave, WDT will maintain health coverage under any group health plan in effect on the same terms as if the employee had continued to work. Upon return from FMLA leave, the employee will be restored to their original or equivalent position with equivalent pay, benefits and other employment terms. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of FMLA leave.

J. Employees will be informed whether they are eligible under FMLA. If the employee is eligible, WDT will specify any information required and explain their rights and responsibilities. If the employee is not eligible, WDT will provide a reason for the ineligibility. The employee will be informed if leave will be designated as FMLA protected and the amount of leave counted against the employee's leave entitlement. If the leave is not FMLA protected, the employee will be notified of that fact.

K. Where leave is foreseeable, the employee must provide sufficient information to permit a determination of whether the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. The employee must also indicate if the requested leave is for a reason for which FMLA leave was previously taken or certified. After requesting leave or indicating a need for leave, the employee will be given a "Notice of Eligibility" and a "Rights and Responsibilities" notice explaining the employee's eligibility and expectations. The employee may also be required to provide certification supporting the need for leave. The employee will have fifteen (15) calendar days to return a complete and sufficient certification.

L. When a complete and sufficient certification has been returned (or when the employee has otherwise provided sufficient information to designate the absence of FMLA), WDT will provide the employee with a Designation Notice that indicates whether the leave qualifies for FMLA and, if so, describe the conditions of the leave and the requirements for returning to work.

M. Generally, family and medical leave absences are unpaid, but the employee may request to use paid vacation leave while taking FMLA. WDT reserves the right to require that the employee use paid leave (i.e., sick leave, sick leave bank, personal leave) during FMLA leave. In order to use paid leave, the employee must comply with normal paid leave policies.

N. The employee will be reinstated to the same job or an equivalent position upon completion of FMLA leave, except where denial of restoration is permitted by FMLA.

If the employee has exhausted all available leave and is still unable to return to work, the employee no longer has any job restoration rights under FMLA.

O. When leave is taken for the employee's own serious health condition, the employee is expected to return to work when released by a health care provider. The employee will need to provide a Fitness for Duty certification before returning to work if this requirement was indicated in the Designation Notice. The Fitness for Duty certification must be signed by a health care provider.

P. Termination of employment may occur if the employee fails to return from leave at the time agreed upon or if the employee is found to have taken leave on a fraudulent basis.

Q. If the employee's job evaluation date passes while on FMLA leave, the employee will receive the performance evaluation upon return to work.

Section 10 - Maternity Leave If Not Eligible for FMLA

A. If the employee is not eligible for FMLA leave due to length of service, the employee shall inform their immediate supervisor as soon as pregnancy has been definitely determined, but in no case later than the middle of the fifth month, and with written notification of request for maternity leave. This notification will be accompanied by physician's written statement of the approximate date of expected birth. Leave due to child-birth shall not exceed six (6) weeks for vaginal delivery and eight (8) weeks for cesarean delivery. A doctor's statement verifying date of birth must be submitted immediately after its occurrence to their immediate supervisor. (Refer to WDT's Sick Leave Bank Policy)

Section 11 – Discretionary Leave

A. Any employee who has been employed by the College for five (5) consecutive years,and has not taken discretionary leave within five (5) years of the request may be granted a discretionary leave of absence as provided for below.

All requests for discretionary leave must be submitted in writing to the President and must contain a detailed statement of the reasons for requesting the leave, the duration of the requested leave, and the date upon which it is requested that the leave begin. All such written requests shall be acted upon within thirty (30) days after the receipt thereof, and such requests may be granted upon approval of the President. The five (5) year waiting requirements specified above in paragraph one (1) shall not apply in cases of discretionary leave requested for health, medical, or job training reasons.

B. Scheduled increment adjustments in salary and other credits are not allowed for such leave; and, during any such leave, the employee shall not accrue seniority but shall remain on the seniority list and from the commencement of the leave shall accumulate no further rights for any paid leaves of absence. Upon approval of such

leave, the College shall be free, in its sole discretion, to leave the position open or may proceed to fill the same.

C. An employee who is granted discretionary leave shall have the following reemployment rights:

1. If the discretionary leave does not extend beyond ninety (90) days, upon giving forty-five (45) days' advance written notice to the President, such employee shall at the expiration of the period for which leave was granted be reassigned to his or her original position; and

2. If a discretionary leave extends beyond ninety (90) days, upon forty-five (45) days' advance written notice to the President of his or her desire to return to active employment, such employee shall be assigned to the first available vacant position for which he or she is qualified. If more than one employee has given such notice, the employees shall be assigned to positions in accordance with the order of notice. In any event, all reassignments made hereunder shall be made within sixty (60) days after giving notice of request for reemployment.

D. Failure to return from a leave of absence upon its expiration date or within one (1) year from the date of injury or illness, or from the date of the leave request shall be considered as a voluntary resignation.

E. Prior to the return from discretionary leave, the College may require that the employee's personal physician certify that the employee is both physically and mentally ready to resume the regular duties of the position. The College may request an additional physical examination at its own expense by a physician of its own choosing.

F. Upon return from discretionary leave, the employee shall be required, as a precondition to reemployment, to complete the forms necessary to either request or reject insurance coverage.

ARTICLE VII.
SALARY AND CLASSIFICATION

A. Pay Period:

Employees shall be paid bimonthly for all work performed, provided all time sheets are properly prepared and received according to the schedule established. When time sheets are due and if any employee is unable to report for work, the employee's supervisor may prepare and approve the leave request and/or time sheet for said employee.

B. Salary Schedule:

All employees covered by this Agreement shall be paid in accordance to the salary schedule adopted by the Board as set out in Appendix A.

C. Assignment to Different Classification:

If an employee is involuntarily assigned to work in a different classification, the employee shall receive the higher rate of pay for a period up to six (6) months. If an employee is temporarily assigned to work in a different classification, the employee shall receive the higher rate between the former classification and the new classification for the period assigned. In the event an employee is awarded a job pursuant to the bidding process or is voluntarily assigned to a new classification, the employee shall receive the rate of pay of the classification assigned.

D. Probationary Rates of Pay:

Unless waived by the College, all newly hired employees shall be hired at the rates set out in Appendix A.

E. Reporting and Call-Back Pay:

In the event an employee reports to work at the regular pre-assigned time, without having been previously notified not to report to work and is sent home, he/she shall receive two (2) hours pay or pay for the hours worked, whichever is greater.

In the event an employee is called in to work outside his/her regular schedule and then released, he/she shall receive at least two (2) hours of work or two (2) hours of pay at his/her regular rate.

ARTICLE VIII.
INSURANCE

A. The College shall provide a group insurance program consisting of health, dental, and life insurance. The benefits shall be as provided in the group master insurance policies on file in the RCAS District Business Office.

B. An advisory insurance committee shall exist. The classified employees will designate their representatives to said committee. The Insurance Advisory Committee from WDT consist of the HR Director, the VP Finance and Operations, and one member from each work group.

C. The College shall pay premium flat rate (as defined in Schedule A) cost for all employees electing to be covered under such program (employee only coverage), provided such employee must work twenty (20) hours per week during the school term. The cost of premium for family coverage shall be split between the College and the employee (as defined in Schedule A).

D. When a husband and wife are both employees of the College/District and eligible for the group insurance program, they may elect to obtain coverage in whichever plan they select, but each will only be required to pay the premium for single employee coverage as defined in Schedule A.

E. All insurance forms can be obtained through the insurance provider or the District Benefits Specialist.

F. Classified employees will be compensated up to $100 per claim toward replacement value for personal property damaged or destroyed in the course of carrying out assigned duties, and supervision of students from a $1,000 pool administered by the Business Office.

G. In the event an employee returns from a discretionary or parental leave of absence, the employee shall, as a precondition to reemployment, complete the forms necessary to either request or reject insurance coverage.

ARTICLE IX.
RETIREMENT AND SEVERANCE PAY

A. Upon retirement, death, or disability, employees shall receive retirement pay according to one (1) of the following formulas, whichever is greater:

1. One-half (1/2) of their accumulated, unused days of sick leave; or

2. Up to, but not in excess of seventy (70) days of their actual accumulated, unused sick leave. To be eligible, an employee must have served a minimum of ten (10) consecutive years with the College.

B. Any employees as above designated, having reached the following minimum ages and having been employed in the College for the following minimum number of years to-wit:

Age 65 and over with 10 years of employment;
Age 64 with 11 years of employment;
Age 63 with 12 years of employment;
Age 62 with 13 years of employment;
Age 61 with 14 years of employment;
Age 60 with 15 years of employment;
Age 59 with 16 years of employment;
Age 58 with 17 years of employment;
Age 57 with 18 years of employment;
Age 56 with 19 years of employment;
Age 55 with 20 years of employment;

Upon terminating employment in the College (if upon resignation during the school year, such resignation must comply with the provisions of this Agreement), the employee shall receive severance pay according to one (1) of the formulas set forth in the formula shown above.

C. The amount of sick leave pay under this policy will be determined by the employee's basic salary at the time of retirement, death, or disability.

D. Upon qualifying as provided above, the employee's severance payment if, at least $600 or more, will be transmitted to the South Dakota Retirement System Special Pay Plan (IRS 401a plan). If the employee severance payment amount is less than $600, it will be paid directly to the employee, less applicable payroll taxes. The amount contributed to the 401a plan for any individual employee may not exceed the IRS 415c limit in any one (1) calendar year.

E. Upon retirement hereunder, all employees who have served a minimum of ten (10) consecutive years in the College will be issued a "Life Pass" to all District activities. This will include the spouse.

F. Upon retirement under this Section or upon death or disability, an employee may have all vacation time prorated and paid in accordance with the amount of time so accrued.

ARTICLE X.
ASSIGNMENT, TRANSFER, AND JOB VACANCIES

A. At the discretion of the President, positions may be posted internally, externally or may be filled through the internal transfer process prior to announcing a vacancy. The vacancy will be filled in accordance with ability, experience, competency, seniority and needs of the College.

B. Employees will have the right to request consideration for transfers to openings that may occur, and to apply for vacant positions.

C. Employees granted a transfer under this Article must serve a sixty (60) day probationary period as it relates to job skills. If an employee has the required skills for a different position and is involuntarily transferred to that position, he/she will be expected to accept the transfer. Failure to do so would generate disciplinary action.

ARTICLE XI.
MEDICAL EXAMINATIONS

If at any time there is a reasonable cause to believe that an employee is suffering from an illness detrimental to the health of the faculty, staff or students, the WDT President or Board may require a health evaluation. The expense of obtaining a health evaluation will be borne by the school.

ARTICLE XII.
RESIGNATIONS

Resignations shall be in writing and directed to the employees immediate supervisor with a copy to the College President. Resignations shall be filed with the WDT Human Resource Office at least ten (10) working days prior to the effective date of the

resignation. Such notice may be waived under extenuating circumstances at the discretion of the President or designee.

Upon separation, if the employee is due a separation payout, of at least $600 or more and employee is at least 55 years of age, it will be transmitted to the South Dakota Retirement System Special Pay Plan (IRS 401a plan). If the employee's separation payment is less than $600, it will be paid directly to the employee, less applicable payroll taxes. The amount contributed to the 401a plan for any individual employee may not exceed the IRS 415c limit in any one (1) calendar year.

ARTICLE XIII.
RETIREMENT

Participation in the South Dakota Retirement System is mandatory for all employees who work twenty (20) hours or more per week and at least six (6) months a year. The rules and regulations governing the retirement system are provided by the State of South Dakota.

ARTICLE XIV.
PAYROLL DEDUCTIONS

Payroll deductions are authorized for various annuities, the group health insurance program, and other programs as approved by the Board of Education. Employees must complete the required forms, which are maintained at the District's Business Office.

ARTICLE XV.
EDUCATION BENEFITS

A. WDT employees

1. WDT employees shall be entitled to enroll in any Corporate Education Center (excluding online and contracted customized) or credit-granting courses offered by WDT on a space-available basis, when those classes are in whole or part an approved activity by the supervisor that will lead to improvement in faculty credentialing, degree status or professional development. The employee enrolled in Corporate Education or WDT courses is responsible only for textbooks, tools, and any required consumable supplies.

2. Employees may receive up to $800.00 tuition reimbursement, per fiscal year, for credit granting courses taken at an accredited college other than WDT that lead to improvement in degree status, faculty credentialing or professional development.

B. Spouse, Employee's Family, Retired Employees

1. Employee spouse, employee's family, and retired employees shall be entitled to enroll in any Corporate Education Center (excluding online and contracted customized) or credit-granting courses offered by WDT on a space-

available basis. The following fees shall be applicable for spouse, employee's family, and retired employees:

a. Tuition

b. State Fees

c. Required textbooks, tools and supplies

2. The following fees will be waived:

a. Local Fees

C. Definitions: Employee Spouse, Employee family, Retired Employee and Deceased Employee:

1. WDT Employee – Any full-time employee at WDT.

2. Employee Spouse – The married wife or husband of a current or deceased (within five years) employee.

3. Employee Family – Is a child age 26 or under of the employee or employee's spouse.

4. Retired Employee – A former WDT employee who is eligible to receive state retirement benefits.

5. Deceased Employee – The benefits in Article XVII are extended to the spouse and children of a deceased employee for five (5) years from the date of death.

ARTICLE XVI.
SUBSTITUTES

In the event an employee is temporarily assigned to substitute for another employee in a different classification of work, the employee will continue to receive their regular rate of pay for the first ten (10) days, thereafter, the employee will be paid at the higher rate of pay, if applicable. An employee may be temporarily assigned to work in a lower paid classification but without reduction in pay.

ARTICLE XVII.
EFFECTIVE DATE AND DURATION OF AGREEMENT

All provisions of this Agreement become effective on the 1st day of July 2020 and shall remain in full force and effect for a period of one (1) year and shall terminate on June 30, 2021.

Appendix A
WDTI Classified
Placement Salary Schedule
2020-2021

Step	5	6	7	8	9	10	11	12	13	14
1	$14.50	$14.66	$14.83	$16.01	$17.15	$18.30	$19.48	$20.61	$21.85	$23.16
2	$14.94	$15.13	$15.27	$16.69	$17.66	$18.85	$20.04	$21.23	$22.50	$23.85
3	$15.23	$15.60	$15.74	$16.96	$18.20	$19.42	$20.63	$21.88	$23.19	$24.58
4	$15.55	$15.87	$16.19	$17.47	$18.76	$20.00	$21.27	$22.52	$23.87	$25.30

SCHEDULE A
BENEFITS

GROUP INSURANCE PLAN AMENDMENTS (Insurance Renewals)

The Rapid City Area School District Group Insurance renewal is September 1, 2020. The following group insurance rates represent insurance rates for the 2020-2021 Plan Year.

MONTHLY RATES						
	Health			**Dental**		
	Employee Deduction	Employer Contribution	Total Premium	**Employee Deduction**	Employer Contribution	Total Premium
Single	$93.75	$498.71	$592.46	$3.65	$43.23	$46.88
EE+1	$430.32	$754.60	$1,184.92	$28.46	$65.27	$93.73
Family	$645.48	$1,131.90	$1,777.38	$41.89	$96.09	$137.98
EE+1 RCAS/WDT Couple	$187.50	$997.42	$1,184.92	$7.30	$86.43	$93.73
Fam RCAS/WDT Couple	$187.50	$1,589.88	$1,777.38	$7.30	$130.68	$137.98