

# NEGOTIATED AGREEMENT

SHAWNEE PUBLIC SCHOOLS

2019-2020  
SCHOOL YEAR

Shawnee Federation of School Employees  
and  
Shawnee Board of Education

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## **ARTICLE I - EXCLUSIVE RECOGNITION**

### **Section 1: Exemptions**

The Board of Education of the Shawnee Public School District recognizes the Shawnee Federation of School Employees, Local 4502, hereinafter referred to as the Union, as the exclusive bargaining agent for all eligible full-time and part-time support personnel with the following exceptions:

- Business Manager
- Executive Secretary
- Certified Personnel Secretary
- Executive Receptionist
- Clerk of the Board
- Maintenance Director
- Transportation Director
- Attorney for the Board
- Auditor for the Board
- Assistant Treasurer
- Food Service Director
- Payroll Clerk
- Treasurer

### **Section 2: Representation**

The Union has sole and exclusive right to represent the members of the Bargaining unit in all matters concerning wages, benefits, hours, terms and conditions of employment and to represent the members of the bargaining unit in administering, implementing, interpreting and enforcing this Agreement.

### **Section 3: Negotiations**

Employees or groups of employees represented by the Union shall not bargain individually or collectively with the Board concerning any terms or provision of the negotiated Agreement or any matter related to wages, benefits, hours, terms and conditions of employment, except through the duly elected negotiations representative in regular negotiations sessions.

### **Section 4: Committees**

Should any committee be established to implement the terms of this Agreement, the Union shall have the sole right to appoint all employees in the bargaining unit.

## **ARTICLE II – DEFINITIONS**

For the purpose of this Agreement, the following definitions shall apply:

- A. Employee - shall mean a non-certified employee who is in the bargaining unit. This includes individuals who may hold certification, but are not required, as a condition of employment, to be certified.
- B. District - the Shawnee Public School District.
- C. Seniority - the number of consecutive days of employment in the Shawnee Public

- School District. Such days shall include authorized absences.
- D. Union - the Shawnee Federation of School Employees, OFT, AFT, Local 4502, AFL-CIO.
  - E. Board - The Shawnee Public School Board of Education.
  - F. School or Building - any work site within the District to which an employee may be assigned.
  - G. Superintendent - the District Superintendent.
  - H. Administrator - a member(s) of the District's administrative staff.
  - I. Administrative Supervisor - Administrator in charge who supervises the program.
  - J. Principal - the Principal of a school.
  - K. President - the Union President.
  - L. Full-time - 30 hours or more.
  - M. Part-time - less than 30 hours.
  - N. Seasonal Employee - Any person hired for a specific season of the year and not expected to work at that job for more than three (3) months, i.e. summer grounds personnel to take care of the grounds. No benefits other than Worker's Compensation, scheduled holidays during the season, FICA and unemployment insurance will be authorized.
  - O. Temporary Employee - Any person hired to work on a specific task which will not be continued beyond the duration of that task, i.e. a computer programmer hired to write a specific program, then discontinue employment. Benefits will be determined on a case-by-case basis.

### **ARTICLE III - NONDISCRIMINATION CLAUSE**

Section 1: The Board shall not discriminate against any support personnel employee on the basis of race, creed, color, national origin, disability, sex, or marital status.

Section 2: No employee shall be discriminated against by the Board of Education, Superintendent or any other administrative officer of the District or by any employee organization, its officers or member thereof because of his/her exercise or non-exercise of rights under this act. It shall be prohibited for an employee organization, employee or employer to impede, restrain or coerce an employee or employees in the exercise of the right guaranteed by sections 509.1 through 509.10, School Laws of Oklahoma.

### **ARTICLE IV - UNION ACTIVITIES**

Section 1: Board Information for the Union

The Board of Education shall provide a complete information packet to the Union prior to each Board meeting. Board meeting packets will be distributed electronically to the email address designated by the Union president at the same time such information is distributed to Board of Education members. (2017)

Section 2: Employee Information

Any employee, as a member of the public, can inspect and/or obtain copies of Board minutes, agendas, financial records, revenue and expenditure reports, or any other record deemed open to the public under the Oklahoma Open Record Act (Section 765-782-1). (2017)

Section 3: Meetings with Supervisors

- A. Meetings between the Union building representative(s) and the immediate supervisor shall be held at the administrative supervisor's request or the Union building representative's request at a mutually agreed upon time to discuss the enforcement, interpretation, administration, and implementation of the terms of this Agreement.
- B. The employee has the right to request that a Union representative accompany and/or represent the employee at any meeting initiated by the administration pertaining to discipline, employment or continuation of employment.

Section 4: Announcements at Employee Meetings

- A. The Union has the right to make announcements at employee meetings.
- B. Bulletin Boards - The Union has the right to post information and material on bulletin boards and distribute information in employee mail boxes. A copy to be posted or distributed will be provided to the building administrator prior to the posting or distribution.

Section 5: Meetings in District-Owned Buildings

- A. The Union shall have the right to schedule meetings in District-owned facilities, provided that such meetings do not interfere with the work day schedule and have been scheduled through the building principal or supervisor.
- B. The Union shall have the right to use District classrooms and meeting rooms without cost for meetings, if the building and/or rooms are available, arrangements must be made with the Business Manager for use of any other District facilities.

Section 6: Payroll Deductions

- A. Upon receiving a signed authorization from individual support personnel employees, at no cost to the employee, payroll deductions will be made for the Union dues and political contributions.
- B. The District will be authorized to make said deductions upon receiving a signed authorization form.
- C. All written requests for deductions will be hand- delivered to the payroll department. Verification of the receipt of the requests shall be made upon a list of names accompanying the request.
- D. The District will provide lists of individuals and amounts withheld for Union dues and political contributions on a monthly basis.
- E. Notice of deduction cancellations of Union dues and/or political contributions shall be given to the Union after such cancellations.
- F. The Union shall indemnify and hold harmless the Board of Education for any claims, demands, suits or other forms of liability (including specifically costs and attorney fees) attributed to the Union that shall arise out of the collection of Union dues and

political contributions.

Section 7: Union Business

- A. Duly authorized representatives of the Union and its respective affiliates shall be permitted to transact official Union business on school property at all non-duty times.
- B. If a request is made for the Union President, by the administration, to attend meetings during the normal workday, the president or his/her designee shall be released from normal activities without loss of pay.
- C. Leaves of absence not exceeding fifteen (15) days shall be available for the purpose of conducting union business. Union business shall be such activities as National and State Federation meetings, grievance hearings, formal negotiations sessions, legislative lobbying. An appropriate leave form must be completed and submitted a reasonable time prior to the taking of this leave. The federation will pay the cost of substitutes if substitutes are needed and used. No more than two (2) members from any location, with the exception of the President, shall receive guaranteed leave. No single support employee shall be entitled to use more than six (6) union business leave days in a contract year. This leave may be used in hourly increments.

**ARTICLE V - GRIEVANCE PROCEDURE**

Section 1: Definitions

- A. A grievance is a complaint by an employee that there has been an alleged violation, misinterpretation or misapplication of the provisions of this Agreement.
- B. A “grievant” shall mean an employee or group of employees or the Union with regard to: Article I, Article II, Article IV, Article V, Article VI (Section 3, Section 9, Section 11, and Section 12); Article IX, Article X and Article XI. With regard to other articles the “grievant” shall mean the individual employee or group of employees (with a common grievance) and who are members of the bargaining unit.
- C. The term “step” refers to the separate and distinct steps to be followed, in order, in the processing of a grievance.
- D. The term “days” shall mean workdays, except when the central school offices are closed.

Section 2: Procedure for Filing a Grievance

The purpose of this procedure is to secure, at the lowest possible administrative level, resolution of grievances which may arise. Details of grievance proceedings shall be kept confidential. At any step the grievant may be accompanied by a representative of the Union.

- A. Informal Resolution
  1. The grievant may first discuss the grievance individually with the administrative supervisor within seven (7) workdays of the grievant’s knowledge of the act or omission which gave rise to the grievance, with the objective of informally resolving the grievance. No written record is required.
  2. Any employee whose grievance was not resolved in the informal discussion may file a written grievance within seven (7) days of the informal discussion.

- B. Formal Resolution - Level One
  - 1. The grievant shall submit a written grievance to the administrative supervisor within twelve (12) workdays of the alleged violation.
  - 2. The written grievance shall:
    - a. name the employee or group of employees involved;
    - b. identify the specific article, date when act occurred, section and paragraph of this Agreement, Board policy or practice alleged to have been violated and the specific remedy sought.
  - 3. Within five (5) days after receiving the written grievance, the principal or administrative supervisor shall hold a meeting with the grievant and if the grievant so desires, a Union representative.
    - a. If the Union is not the representative of the support personnel employee filing the grievance, the District shall notify the Union of the time and place of the Level One meeting (and all subsequent meetings) and a Union representative shall have the right to be present at a meeting and shall be permitted to present the Union's views with respect to the grievance to the administrative supervisor.
  - 4. Within seven (7) workdays of the Level One meeting, the administrative supervisor shall communicate a written decision and supporting reason(s) to the grievant and the Union.
- C. Formal Resolution - Level Two
  - 1. If the grievance is not resolved at Level One, the grievant may, within seven (7) workdays after receipt of the Level One decision, submit a written appeal of the grievance to the Superintendent or the Superintendent's designee. A copy of the original grievance and the Level One response shall be filed with the appeal.
  - 2. The Superintendent or the Superintendent's designee shall act as a Hearing Officer and shall schedule and hold a hearing within seven (7) workdays after receipt of the appeal.
    - a. Persons proper to be present at the hearing shall be the grievant, the Union representative and relevant witnesses, the administration who rendered the decision at Level One, and relevant witnesses. No others shall be present except by mutual consent of the grievant and the respondent supervisor.
    - b. If the Union is not the representative of the grievant, a Union representative shall have the right to be present at this hearing and shall be permitted to present the Union's written views with respect to the grievance. The Union's views shall be presented within five (5) workdays of the conclusion of the hearing and prior to the entry of a written response by the Hearing Officer.
    - c. Within seven (7) workdays following the hearing, the Hearing Officer shall provide the grievant with a written response to the Level Two grievance. Copies of the written decision shall be forwarded to the administrative supervisor and/or the supervisor who rendered the decision at Level One, the grievant and the Union.
- D. Formal Resolution - Level Three
  - 1. If the grievant is not satisfied with the Level Two decision, the grievant may



- submit, in writing an appeal to the Board of Education within seven (7) workdays after receipt of the Level Two decision.
2. No later than thirty-two (32) days after the receipt of the request, the Board of Education shall set a Level Three hearing on the agenda of the next regularly scheduled meeting or special meeting. If a special meeting is called, the time and date for the hearing shall be established mutually by the Board and the Union.
    - a. If the Union is not the representative of the grievant, a Union representative shall have the right to be present at this hearing and shall be permitted to present the Union's views with respect to the grievance prior to the conclusion of the hearing.
    - b. At the conclusion of the hearing, the Board shall give its decision by a vote of the members present and shall transmit its decision, in writing, to the grievant, the administrative supervisor, and the Union within seven (7) workdays.

### Section 3: General Provisions

- A. If the grievance arises from the action of authority higher than the administrative supervisor, the grievant may present such grievance at Level Two of the procedure.
- B. Failure at any level of this procedure to communicate the decision on a grievance within specified time limit shall permit the grievant to lodge an appeal at the next level of this procedure and release the Union from the timeline obligation in bringing the grievance to the next level.
- C. Any appeal not advanced from one level to the next level within the time limits of that level shall be deemed to have been resolved by the determination at that level.
- D. Any written notice referred to may be given by hand to the person designated to receive such notices or sent by certified mail. If a notice or decision in the formal procedure is given to the employee by certified mail, the time within which the employee may give notice of appeal shall be increased by two (2) days.
- E. Persons proper to be present and participate in hearings for the purpose of this article are the grievant, the Union representative and witnesses, the administrative supervisor and/or the administrator rendering the Level One decision, the supervisor's representative and witnesses. If hearings are held during school hours, persons proper to be present shall be excused without loss of pay or accumulated leave. An administrator may have a representative at the hearing. The administrator's representative shall be designated by the Superintendent or the Superintendent's designee.
- F. In Level Two or Three hearings the following procedure shall be utilized:
  1. Opening statement by the employee or representative.
  2. Opening statement by the supervisor or representative.
  3. Presentation of Employee's evidence followed by cross-examination and redirect.
  4. Presentation of Supervisor's evidence followed by cross-examination and redirect.
  5. Closing argument by Employee or representative.
  6. Closing argument by Supervisor or representative.
- G. Official grievances shall not be placed in the personnel files of the individual

- employee, nor shall they be utilized in the promotion process or any recommendation for job placement.
- H. The Board and the grievant are responsible for the payment of their own representatives and witnesses involved in any form of grievance hearing, except that if a meeting or hearing is held during the workday all persons proper to be present shall be released from regular duties without loss of pay.
  - I. Changes in time limits and meeting times shall be made in writing, and if mutually agreed to, shall be signed by both parties.
  - J. The time, date and place for a meeting or hearing at all levels within the prescribed time limit shall be set by the appropriate administrator. If such meeting or hearing is held before or after the affected employee's workday, the time shall be by mutual agreement between the parties. Any notice to be given by an employee may be given for the employee by the Union with the employee's consent.
  - K. In the event a grievance is filed and the Union is not the grievant's representative, the Union shall be notified of all meetings, dates, times, and places by the appropriate administrator.
  - L. The grievant shall be notified, in writing, of the disposition of his/her grievance.

## **ARTICLE VI - GENERAL WORKING CONDITIONS**

### Section 1: Assignments

- A. All support personnel employees shall be notified no later than June 1, or ten (10) days after an appropriation bill is passed, of their continuing employment or changes in their assignments.
- B. All employees represented in the bargaining unit shall be placed on the appropriate pay grade and salary schedule that is commensurate with the experience they possess that is directly related to their job title, provided that retired employees reentering employment with the District shall be placed on step 7 of the salary schedule (2018). All salary placements are subject to verification of experience and training both in and out of the state of Oklahoma by the superintendent or his/her designee. Acceptable documentation shall include but not be limited to W2 forms and letters from former employers stating work history and job responsibility. The employee shall provide all documentation supporting their experience and training. The deadline to submit such documentation shall be the close of business on the second Friday in September (2018). Once experience is verified by the superintendent or his/her designee, the new pay grade will be in effect from the first contract day of the fiscal year. In the event an employee desires a transfer or is assigned to a different job classification within the district, the employee will maintain all verified employment experience. The administration will keep the Union informed of personnel changes as they arise. (2017) (2018)
- C. No employee will be excused from regular assigned duties to take part in extra-curricular activities without completing regularly assigned hours or losing pay for hours not completed unless the employee has received prior approval from the superintendent or designee.

## Section 2: Bus Drivers and Activity Trip Assignments (2017)

- A. Drivers for activity trips will be assigned by the transportation director. Such assignments will be made during weekly meetings made known to all drivers and established by the transportation director.
- B. The categories of activity trips will be designated as either in-district or out-of-district trips.
- C. The transportation director will establish a list of qualified drivers available for activity trips. The list shall be posted in a prominent place for bus drivers to view, and will be based on seniority with the district, with the most senior driver at the top of the list. The director will make one list for in-district trips and the identical list for out-of-district trips. As activity trips become available, the transportation director will offer those trips to drivers on the list starting with the most senior driver. Drivers may accept or decline an assignment. In the event a driver declines the opportunity to drive on an activity trip, the offer will be extended to the next driver on the list. These lists will rotate beginning with the assignment of the first activity trip of the school year. The lists will be re-established at the beginning of each school year.
- D. Only the transportation director shall be authorized to make any modifications or adjustments to assigned activity trips.
- E. The transportation director will assign all trips received and dated less than twenty-four (24) hours of scheduled trip according to rotation list. These trips will be marked as taken or passed on the rotation list.
- F. Activity trip drivers shall be compensated from the report time, as stated on the bus request, until the driver returns to the bus garage and completes post trip responsibilities, providing that no time shall be double compensated. Any period of time during which a driver is eating lunch on such a trip shall be compensated as any other time; however, this time shall not be duty-free and the driver remains responsible for the bus and available in case needed during such time. The Board shall bear none of the cost related to the purchase of bus driver's lunch.
- G. In the event an activity trip is canceled one (1) hour or less before scheduled departure, the driver assigned for that trip shall receive one (1) hour of pay for that trip, providing that no time shall be double compensated. Any driver impacted by a cancellation of an activity trip will be offered the next available trip of the same category.

### Memorandum of Understanding

The transportation director makes every effort to fairly assign activity trips while considering multiple factors of driver seniority, driver availability, and protecting the district from unnecessary overtime. Drivers are aware of their place on the seniority list, as the list is posted in the break room and the office. Additionally, drivers are aware of their place on the trip assignment list each week in advance of the weekly trip assignment meeting. The trip assignment list will be posted in the break room and the office. The trip assignment meeting takes place every Friday morning between 8:30 and 9:00. A driver need not be present at the meeting to accept a trip assignment, provided the driver has alerted the director of his/her desire to accept a trip assignment. If a driver is not present at the meeting and has not communicated his/her decision to accept or decline an upcoming trip assignment to the director, the director will make one attempt to reach the

driver by radio or cell phone to get a decision from the driver. If the driver cannot be reached, the director will offer the trip to the next driver on the list.

### Section 3: Vacancies (2017)

- A. In the event of a vacancy in a support position, covered by this agreement, the open position shall be posted on the district's website. Employees interested in transferring to another position in the district, as well as SFSE leadership shall be responsible to monitor the website for the posting of all vacant positions. SFSE leadership will distribute one copy of job postings to the secretary of each building. (2017)
- B. The posting will include qualifications, salary range, hours to the extent known, and a cut-off date for submission of applications or transfer requests.
- C. Positions shall be filled by the candidate who best meets the qualifications for the position. The candidate may be an applicant for the position or an employee of the District seeking transfer into the vacant position.
- D. If two (2) or more employees seeking transfer to the open position possess equally superior qualifications, the position shall be awarded to the employee seeking transfer who is the senior employee.
- E. The District shall encourage site and department supervisors to form a committee for filling support employee vacancies. When a committee is utilized the District will attempt to place a peer employee on the hiring committee. (2017)
  - 1. The Committee shall formulate a procedure to be used in conducting interviews that allows for the fair and equitable treatment of all applicants.
  - 2. The Union shall, at the beginning of each year, provide a list of employees, for consideration by the District, who are interested in serving on a hiring committee (2018).

### Section 4: Transfers (2017)

- A. Support employees desiring a transfer to another site or a change in assignment shall be responsible for monitoring the job postings on the district's website and applying for those positions that may interest them. Such employees shall be afforded the opportunity to apply as an internal candidate. Internal candidates shall receive preferential consideration to fill a posted vacancy before applicants from outside the district. (2017)
- B. As part of such preferential consideration, support employees who request an interview shall be given an interview by the appropriate supervisor. (2017)
- C. If an employee's request for transfer is denied the employee shall, upon request, receive the reason or reasons for the denial in writing.

### Section 5: Involuntary Transfers

- A. Involuntary transfers may occur in connection with the following: a reduction in force within a classification, program, or building; loss of funds; closing of a building; or for disciplinary reasons.
- B. An individual may not be involuntarily assigned to a position for which he/she is not qualified unless in the judgment of the administration the individual has the necessary skill, experience and provided training to learn and apply the duties of the

- position.
- C. In the case of staff reductions in a program or school, those employees with the least seniority within their classification shall be reassigned first when the District decides to reassign personnel rather than engage in a layoff.
  - D. Classification shall be determined by the classifications included on the salary schedule. In those instances in which the salary schedule lists categories within a broader classification the category shall constitute a separate classification for purposes of secretarial and clerical employees as pay grade 15, 17. In the event of a need to determine seniority the pay grade 15 secretary's seniority would be compared with other pay grade 15 secretaries; Pay grade 17 employees with other pay grade 17 employees. The same would apply to other broad classifications in which employees are ranked within the classification. Under no circumstances may an individual, regardless of seniority, be transferred to a position for which he/ she is not qualified.
  - E. An involuntary transfer will be effected only after a meeting between the employee and administrative supervisor explaining the reasons for the transfer.
  - F. An individual who is transferred to a different position voluntarily shall receive the salary listed for that job. An individual who is transferred involuntarily for any reason other than disciplinary reasons shall receive his/her current pay or the pay for the new position, whichever is greater, for the remainder of that school year. The following year the employee shall receive the salary outlined on the salary schedule.
  - G. When an involuntary transfer is deemed necessary by the Superintendent for reasons that solely affect one (1) employee, that employee may be transferred for noted just cause without consideration of the criteria listed above.

Section 6: Criticisms/Reprimands/Complaints

- A. No employee shall be disciplined or reprimanded in the presence of the employee's colleagues, students, or other person.
- B. The administrative supervisor shall discuss privately with the employee any complaints brought against the employee involving a decision or action taken by the employee.
  - 1. Employees should not be harassed, coerced, or intimidated by an administrator or supervisor.
- C. No disciplinary action against an employee shall be taken on the basis of a complaint by a student, parent, or District employee without an investigation by the administrative supervisor and justification that the complaint is valid. Such investigation shall require written complaint by the student, parent, or District employee and the employee shall be provided with an opportunity to respond to the complaint.
- D. If a conference or hearing is scheduled by an administrator involving the complainant and the employee, a private discussion between the employee and the administrative supervisor shall be held prior to the conference. The employee shall be entitled to have a Union representative present when in a conference or hearing with the complainant.

#### Section 7: Evaluations

- A. Employees will be made aware of the printed criteria and appraisal forms for evaluation at the beginning of each school year or during the first month of employment if the employee begins work after the school year has begun.
- B. Formal observation shall be conducted openly and with full knowledge of the person. Evaluations shall be for remedial and not punitive reasons.
- C. The evaluation shall be discussed with the employee before it is incorporated in the personnel file and within three (3) days from the time it is completed. An employee shall receive at least twenty-four (24) hour notice if an administrator other than the evaluator will be present during the discussion. If another administrator is present the employee shall have the opportunity to be accompanied by another District employee or a union representative. A copy will be given to the employee at the time of discussion. The employee will be asked to sign the evaluation form to indicate that the employee has had the opportunity to review it. An employee's signature does not necessarily indicate agreement with the evaluation. The employee may attach any responses to the evaluation within ten (10) workdays.
- D. The designated administrative supervisor shall provide the employee with definite, positive assistance to improve the quality of their performance and to eliminate difficulties noted in any evaluation and provide a reasonable opportunity to correct any noted deficiencies in performance, not to exceed sixty (60) days. Such assistance shall be noted in writing at the time of the evaluation and a signed copy shall be retained by the supervisor and by the employee.
- E. Any violation of the procedures for conducting an evaluation shall be subject to the grievance procedure.
- F. Evaluation shall be made by the administrative supervisor, or the administrative supervisor's designee.
- G. Employees shall be evaluated at any time up to the last working day in the month of April.

#### Section 8: Personnel Files

- A. There shall be one official confidential file for each employee which shall be maintained in the Central Office. No additional official confidential files will be maintained.
- B. The employee's personnel file will be opened for inspection by the employee or the employee's Union representative with written permission from the employee.
- C. Provisions shall be made to assure privacy of personnel files and to protect the files from examination for other than legitimate purposes.
- D. No document shall be placed in the personnel file of an employee unless the employee has first had an opportunity to read the material and has signed and dated the copy to be filed. If the employee refuses to sign the document, such refusal shall be noted and attached to the document and placed in the personnel file. A copy of any document placed in the official personnel file shall be provided to the employee. A refusal to sign a document cannot lead to any disciplinary action.
- E. Any record adverse to the interest of an employee shall be removed from such file if, as the result of a grievance, it is demonstrated that the adverse record should not have been placed in the employee's personnel file.

- F. Documents placed in personnel files shall be signed and dated by the individual placing the document in the file.
- G. An employee may respond, in writing to any document placed in his/her file within ten (10) work days from the time the document is placed in the file.
- H. No anonymous charges shall be placed in the personnel file.
- I. For other than serious offenses, no disciplinary action shall be based on or supported by any document in the personnel file that is more than one (1) year old unless documentation suggests a pattern of misconduct within a period of three (3) years, or that has not been the result of a plan for improvement.

Section 9: Layoff/Recall

- A. When the Board of Education determines that a reduction in support staff is necessary and the Board identifies the area or areas to be reduced, the Board shall provide written notice to the Union and to each employee who will be affected by the reduction.
- B. The seniority of all employees shall begin with the employees starting date of employment. The employee's seniority shall not be diminished by paid leaves of absence or temporary layoff.
- C. In the event that a reduction in force becomes necessary the following procedures shall apply:
  - 1. The least senior employee within an affected classification shall be the first laid off or reduced. However in no case may a person with seniority bump an individual with less seniority if the result would be placement of the senior employee in a position for which he or she is not qualified by virtue of training, skill or experience. For purposes of layoff/recall for Secretary/Clerical pay grade 15 shall constitute one (1) classification and pay grade 17 shall constitute a separate classification. For purposes of custodial/maintenance, each of the following will constitute an independent classification: custodian, painter/rough carpenter, electrician/plumber, carpenter, chief mechanic, assistant mechanic/head custodian, and printer. For purposes of instructional assistants, all assistants shall constitute one (1) classification. School bus drivers shall constitute a separate classification. Nutrition Service employees shall constitute a separate classification.
  - 2. Before any regular employee is laid off, temporary employees will be laid off.
  - 3. The Union shall be provided a Seniority List of the employees within the affected classifications.
- D. Recall
 

Laid off employees shall be recalled in the order of seniority. Employees in layoff status will retain recall rights for one (1) year.

  - 1. The District shall not hire any outside applicants for a vacancy in a classification where a laid off employee remains on recall list, nor shall the District transfer a current employee from another classification into a classification where the recall list exists.
  - 2. When an individual on the recall list is notified of a vacancy, he/she shall have five (5) workdays from the receipt of a registered letter (return receipt required) to respond by registered letter or in person.

3. The superintendent shall interpret “no response” as refusal.
4. The recalled employee must report for duty within ten (10) calendar days of the first notification from the superintendent.
5. It is the responsibility of the individual who is on recall to notify the Superintendent, in writing, of a change of address. Failure to do so absolves the Board of Education from any responsibility to the individual.

Section 10: Workday/Work Year

- A. No employee shall be regularly scheduled to work more than a forty (40) hour week. In addition, no scheduled workday shall exceed eight (8) hours.
  1. Secretaries (elementary and secondary) - thirty (30) minutes before school and thirty (30) minutes after. (It is the intent that these individuals shall work a minimum of seven and one-half (7 ½) hours per day.) This does not include lunch.
  2. Assistants - all assistants shall work seven (7) hours and forty (40) minutes a day for a total of thirty-eight (38) hours and twenty (20) minutes a week. This shall include their thirty (30) minute duty free lunch.
  3. Full time Food Service personnel will be scheduled to work either a six (6) hour or a six and one-half (6 1/2) hour day. If requested to work over the assigned work hours, they shall be compensated at their hourly rate of pay.
- B. Any employee who is authorized to work in excess of forty (40) hours per week shall be compensated at the overtime rate of one and one-half (1 1/2) times the employee’s regular straight pay for the hours worked. Payments for overtime shall be made on the employee’s regular payday for the pay period it is earned.
  1. An employee may request compensatory time in lieu of overtime payment. Compensatory time will be granted at the rate of one and one-half (1 1/2) hour for each hour of overtime worked. The accumulation and use of compensator time shall comply with federal wages and hour regulations.
  2. An employee who has accrued compensatory time off as provided in this policy shall, upon resignation or termination of their employment, be paid for the unused compensatory time at a rate not less than:
    - a. The average regular rate received by such employee during the last three (3) years of the employee’s employment, or the final regular rate received by such employee, whichever is greater.
- C. Each employee shall be provided a minimum thirty (30) minutes uninterrupted duty-free lunch period during each workday. The lunch period may be taken on or off the premises.
- D. Employees shall be scheduled for a fifteen (15) minute break in the morning and fifteen (15) minute break in the afternoon.
- E. The work year for support personnel shall be as follows:
  1. Secondary Office Staff:
 

**High School**

    - a. Principals Secretary/Registrar (220 days)
    - b. Secretary (200 days)
    - c. Secretary (200 days)
    - d. Attendance Secretary (196 days)



- e. Counselor Secretary (220 days)
- f. Counselor Secretary (196 days)

***Middle School***

- a. Principals Secretary (220 days)
- b. Secretary (200 days)
- c. Attendance Secretary (196 days)
- d. Counselor Secretary/Registrar (220 days)

***Jim Thorpe Academy***

- a. Secretary (196 days)
- 2. Elementary Office Staff (196 days)
- 3. Qualified Class Assistants/Indian Ed. Advisors (180 days)
- 4. Food Service (180 days)
  - a. Food Service Managers (secondary and elementary) (183 days)
- 5. Bus Drivers (175 days)
- 6. Custodians - 9 months (180 days)  
12 months (260 days)
- 7. Maintenance Employees (260 days)
- 8. Central Office Staff
  - (196 days)
  - (200 days)
  - (220 days)
  - (260 days)
- 9. ISS Supervisor (180 days)
- 10. \*Paraprofessionals (180 days)

\*To qualify for credit on the salary schedule the paraprofessional is required by the District to secure paraprofessional certification. The requirement for certification shall be included in the employee's job description. An employee employed as certified paraprofessional will be placed on the paraprofessional salary schedule if he/she obtains the required certification and reports the certification or recertification on or before September 15. It is the employee's responsibility to submit documentation of certification to the District. In the event the paraprofessional obtains certification during the year but after the beginning of school, the salary applicable to the paraprofessional will not be paid until the beginning of the semester following the employee's obtaining the required certification and reporting the certification in writing to the Human Resources Department.

- F. The work week shall begin at 12:01 a.m. on Monday and end at 12:00 p.m. on Sunday.
- G. A support employee must work two-thirds (2/3) of the employee's contract to be eligible for one (1) year's credit toward step increases.

**Section 11: Safe and Healthful Environment**

- A. Each building will maintain a location for employees to take breaks and eat lunch that will be a comfortable environment.
- B. It is the responsibility of the Board of Education to provide a safe and healthful

environment at each work site in compliance with all applicable state and federal requirements.

- C. It shall be the responsibility of the employee to report in writing, any unsafe or unhealthful condition or equipment to the immediate supervisor. It shall be the immediate supervisor's responsibility to respond to the employee in writing. In each case copies should be sent to the Director of Maintenance.

#### Section 12: Job Descriptions

- A. The administration shall draft a job description defining the duties, qualifications, responsibilities, and the position on the appropriate compensation schedule. These descriptions, once completed, shall not be changed except by joint conference with the administrative supervisor, the employee, and the Union.
- B. When job descriptions have been completed by the administration, the parties to this contract shall meet to clarify the description and to review administrative placement of support staff positions on the present salary schedule.
- C. The building principal or immediate supervisor shall meet during September of each fiscal year with their employees of each classification with regard to job duties. This meeting shall be for the purpose of discussing the duties that accompany the individual's position. Reasonable effort shall be made to fairly distribute duties among available employees in light of existing circumstances. Job duties, as assigned by the immediate supervisor, shall be job related and shall not be punitive.

#### Section 13: Substitute Employees

- A. Regular employees substituting in another job classification shall be paid at the rate established for the position or their regular rate, whichever is greater.
- B. Reasonable effort shall be made to secure a substitute employee when management becomes aware of the fact that an employee's absence shall extend beyond three days. Assuring the presence of a substitute, when a substitute is necessary, requires the cooperation of the employee, the organization, and the District's administration.

#### Section 14: Inclement Weather Days

- A. A twelve (12) month employee who determines that they cannot safely arrive and work on a day that school is dismissed because of inclement weather, shall notify their supervisor and request the use of a personal business day or vacation leave.
- B. When twelve (12) month employees are dismissed by their immediate supervisor from their work assignment due to inclement weather or unsafe driving conditions, the employee will not be charged personal business or vacation leave.

#### Section 15: Suspension, Demotion, Non-reemployment and Dismissal

##### 1. Definitions

- A. "Support Employee" shall mean an employee of the district who provides those services, not performed by professional educators or licensed teachers, which are necessary for the efficient and satisfactory functioning of the district.

- B. "Full-time Support Employee" shall mean a support employee who regularly works the standard period of labor which is generally understood to constitute full-time employment for the type of services performed by the employee and who is employed by the district for a minimum of 172 days per year.
  - C. "Suspension without pay" shall mean the temporary denial of a support employee's right to work and receive any pay and other benefits during the term of the suspension. "Suspension without pay" may be as a disciplinary measure as provided in paragraph 4.B(1), below or as a suspension pending investigation as provided in paragraph 4.B(2), below. If a final decision is made under the procedures stated below that a suspension without pay was improper, the support employee shall receive full pay and other benefits for the period of suspension.
  - D. "Suspension with pay" may occur in those situations in which the superintendent or his or her designee, or a supervisor of the support employee perceives a significant hazard in keeping the support employee on the job, in which event the support employee may be asked to immediately leave the district's premises and the support employee is temporarily relieved of his or her duties pending a hearing under paragraph 4, below.
  - E. "Demotion" shall mean a reduction in pay during the term of the support employee's contract. "Demotion" shall not mean a change in job description or work assignment or duties.
  - F. "Termination" shall mean the discharge of the support employee from his/her employment with the district during the term of his/her contract and does not include the cessation of employment upon expiration of the support employee's contract.
  - G. "Non-reemployment" shall mean the failure to offer a support employee a new contract for the next successive school year after the contract under which the support employee is presently employed has expired.
2. Policy On Suspension, Demotion, Termination Or Non-Reemployment Of Full-Time Support Employees

A full time support employee who has been employed by the district for more than one year shall be suspended, demoted, terminated or non-reemployed during the term of his/her contract only for cause as provided in this policy. In addition to the definition of cause stated in section 3 of this policy, "cause" shall also specifically include lack of funds or lack of work. Any support employee who has been employed by the district for less than one year (12 months) is not entitled to invoke the procedures of this policy and such employee's contract can be terminated at any time without cause.

3. Cause For Suspension, Demotion, Termination Or Non-reemployment

- A. A support employee may be suspended, demoted, terminated or non-reemployed during the term of his/her contract for any of the following:
  - i. Violation of any rule, regulation or requirement issued by the office of the superintendent or board of education of the district; or
  - ii. Conduct not otherwise specified in the above rules, regulations or requirements which constitutes insubordination, neglect of duty, incompetency in job performance, dishonesty, or causing or allowing damage, destruction or theft of school property.
- B. The rules, regulations and requirements referred to above and the Rules for Conduct shall be furnished to each support employee at the time of his/her initial employment. In the event these rules are updated, a copy shall be timely distributed to support employees.

4. Procedures For Suspensions Without Pay, Terminations And Demotions

- A. Any full-time support employee is subject to disciplinary action in the form of a suspension without pay, demotion or termination. Prior to instituting any such disciplinary action the full-time support employee shall receive the following hearing rights:
  - i. The superintendent of schools or his or her designee shall orally advise the support employee of the cause or basis for the proposed disciplinary action;
  - ii. The superintendent of the district or his or her designee shall explain to the support employee the evidence against the support employee;
  - iii. The superintendent of the district or his or her designee shall allow the support employee an opportunity to present his or her side of the matter.
- B. After the support employee is afforded the above hearing rights the superintendent of the district or his or her designee may take any of the following actions:
  - i. Suspension without pay for ten (10) working days or less as a disciplinary measure;
  - ii. Suspension without pay pending investigation as to whether cause exists for the termination of the support employee;
  - iii. Demotion of the support employee;

- iv. Termination of the support employee;
  - v. Conclude that no disciplinary action is appropriate.
- C. The support employee shall have the right to appeal to the board of education a suspension without pay as a disciplinary measure, a demotion or a termination as set forth in the Procedures for Appeal to the board of education in section 6 below.

5. Procedures For Non-Reemployment

Prior to being non-reemployed, a full-time support employee who has been employed by the district for more than one (1) year shall be entitled to the following hearing rights:

- A. The board of education or the superintendent of the district or his or her designee shall advise the support employee, in writing, of the board's intention to consider and act on the non-reemployment of the support employee for the subsequent fiscal year;
- B. The written notification shall set out the cause(s) for such action;
- C. The support employee shall have the right to contest his or her non-reemployment before the board of education as set forth in the Procedures for Appeal to the board of education in section 6 below.

6. Procedures For Appeal To The Board Of Education

- A. After any suspension without pay as a disciplinary measure, or prior to the effective date of any demotion, termination during the term of his/her contract or non-reemployment, the support employee shall receive notice of his/her right to a hearing before the board of education as herein provided.
- B. All notices shall be sent to the support employee by certified mail at the address of the support employee shown on the school records. If the support employee refuses to accept the notice or fails or refuses to pick up the notice after being notified by the post office to do so, then the support employee shall be deemed to have received the notice on the date that the notice was postmarked. The postmark shall be used to determine the timeliness of the notice.
- C. A support employee who has been notified in writing of his/her suspension without pay as a disciplinary measure, demotion or termination during the term of his/her contract or non-reemployment may notify the clerk of the board of education of the district within ten (10) working days of the postmark on the notice if the support employee desires a hearing before the board of education. If the support employee fails to notify the clerk of the board of education of the

district in writing within ten (10) working days of the postmark on the notice that the support employee requests a hearing, the support employee shall be deemed to have waived the right to a hearing and the suspension without pay as a disciplinary measure, demotion or termination action shall be final and, in the case of a non-reemployment, the board may take final action to non-reemploy the employee without further notice or hearing rights.

D. Hearing before board of education:

- i. Upon timely notice as set forth above, the support employee shall be entitled to a hearing before the board of education. The hearing shall be conducted at the next, or next succeeding, regularly scheduled meeting of the board of education if the request for the hearing was received at least ten (10) days prior to the next, or next succeeding, regularly scheduled board of education meeting. At the request of the support employee or at the discretion of the board of education, the board of education shall call a special meeting to conduct the requested hearing, which special meeting shall be held no earlier than ten (10) days nor later than thirty (30) days after receipt of the support employee's request.
- ii. At the hearing before the board of education, the support employee shall be entitled to be represented by counsel, to cross-examine witnesses presented by the district, to present witnesses on his/her behalf and to present any relevant evidence or statement which the support employee desires to offer. The hearing shall be conducted in "open" session. The hearing shall commence with a statement to the support employee of his or her rights at the hearing. Following this statement, the district administration shall present facts showing the cause for the support employee's suspension without pay as a disciplinary measure, demotion, termination or non-reemployment. The burden of proof shall be upon the district administration. The support employee shall then have the right to present his/her side of the matter. After both the district administration and the support employee have fully presented their respective positions, the board of education shall deliberate on the evidence in executive session. The board of education shall announce its findings and decision immediately in open session by individual voice vote. The decision shall be made by a majority of the board of education members present at the meeting.
- iii. As to suspension as a disciplinary measure, demotion or termination, the board of education may affirm, modify or reverse the action taken against the support employee, including increasing or decreasing the severity of the original action. As to non-reemployment, the board may reemploy or non-reemploy the employee for the subsequent fiscal year.

- iv. The decision of the board of education at the hearing shall be final and non-appealable.

7. Miscellaneous

This policy shall be effective immediately upon adoption by the board of education and shall supersede all previous policies regarding the subject matter contained herein. The board of education reserves the right to modify or amend this policy from time to time in any manner consistent with applicable law.

Nothing contained in this policy shall prevent the board of education from acting on its own volition in matters pertaining to suspension, demotion, dismissal or non-renewal of support employees.

### **SUPPORT EMPLOYEE RULES FOR CONDUCT**

A support employee may be suspended, demoted, terminated or non-reemployed for violation of any of the following Rules for Conduct, as well as other standards of conduct included in school district policies:

1. Failure to be at work site at starting time and other required periods.
2. Excessive or unexcused absenteeism.
3. Failure to work cooperatively with others.
4. Excessive tardiness.
5. Leaving work site during working hours, without permission first, for any unauthorized reason.
6. Falsification of personnel or other records.
7. Possession of weapons on the premises at any time.
8. Removing District property, records, or confidential information from premises without proper authority.
9. Willful abuse, misuse, defacing, or destruction of District property, including tools, equipment, or other property of other employees.
10. Theft or misappropriation of property of employees, students, or of the District.
11. Refusal to follow instruction of supervisor.
12. Refusal or failure to do work assignment.
13. Unauthorized or unsafe operation of machines, tools, or equipment.
14. Threatening, intimidating, coercing, or interfering with employees and/or students, or supervision at any time.
15. The making or publishing of false, or slanderous statements concerning an employee, supervisor, or the District.
16. Creating disturbances on the premises at any time.
17. Possession, consumption or reporting to work under the influence of alcohol, non-prescribed drugs, or drugs, or controlled substances.
18. Unsafe operation of motor driven vehicles.
19. Unauthorized distribution of literature, written, or printed matter of any description on District property.

20. Poor workmanship or unsatisfactory performance of assigned duties.
21. Making personal calls during work hours, except for emergencies. This includes incoming and outgoing calls.
22. Smoking or the use of tobacco products at any time on school premises.
23. Insubordination of any kind.
24. Violation of any District rule or policy.
25. Failure to maintain sanitary conditions.
26. Disregard of known safety rules or common safety practices.
27. Immoral conduct or indecency including abusive behavior, demeaning treatment, or the use of foul language directed toward coworkers, students, and others.

## ARTICLE VII - LEAVES OF ABSENCE

For the purpose of Article VII, immediate family shall mean the employee's spouse, child, grandchild, parent, sister, brother, grandparent, or corresponding in-law or any person residing in the home of the support employee for whom the employee has custodial care.

For any matter involving leave available under the Family and Medical Leave Act and for questions involving the relationship between leave provided by this contract and leave provided by the Family and Medical Leave Act, the Board's policy related to family and medical leave shall control. However, in no event may the Family and Medical Leave Act be interpreted in such a way as to deny an employee leave available under the terms of this Negotiated Agreement.

### Section 1: Sick Leave

- A. Sick leave with pay will be allowed to employees based on the following scale:

<u>Term of Employment</u>	<u>Yearly Sick Leave Allotment</u>
9 months (175-190 days)	10 days
10 months (200 days)	10 days
11 months (220 days)	11 days
12 months (260 days)	12 days

All newly hired employees shall accrue sick leave, during the employee's first full year of employment, based on the employee's pro-rated entitlement to leave. Following the first full year of employment entitlement to sick leave shall vest at the beginning of each school year. Employees working less than the days set forth in the Negotiated agreement for their position shall receive leave days pro-rated to the number of days worked.

- B. Employees may accumulate one hundred (100) days of sick leave. Employees may accumulate an additional ten (10) days, for a total of one hundred and ten (110) days, that can be used only in the event of a catastrophic illness. For purposes of this section, a catastrophic illness is defined as a life-threatening illness as certified by the employee's attending physician.
- C. It is not necessary for an employee to obtain approval to use sick leave. When an



employee's absence extends beyond five (5) workdays, the employee may be required to furnish a doctor's certificate.

- D. By the September pay period each employee shall receive written notification of his/her accumulated sick leave balance as of the beginning of the fiscal year.
- E. Disciplinary action will not be taken based upon an employee's appropriate use of accumulated sick leave.

#### Section 2: Personal Leave

- A. Each employee shall be allowed three (3) days each year without loss of pay or deduction from other leave benefits in order to allow them to conduct "personal business". For new employees only, personal business days accrue at the rate of one every three (3) months, but in no case more than three (3) per year.
- B. The statement "personal business" shall be deemed as sufficient cause and reason for any use of personal leave.
- C. The employee must request use of personal leave five (5) days in advance, if possible. In the event the use of the day creates a hardship on the District, the administration shall request that a different day be taken.
- D. All unused personal business leave days shall, at the end of each school year, be added to the sick leave accumulation.
- E. Support employees working 12-month contracts may use personal days during Christmas or Spring Break holiday periods. Support employees working less than 12-month contracts may not use personal days during Christmas or Spring Break holiday periods.
- F. Support employees are discouraged from using Personal Leave during the first or last week of classes, the day before or after a holiday or vacation period, and on days when school is in session despite adverse weather conditions.
- G. Support employees may exchange two (2) days of sick leave for one (1) additional day of personal leave in one contract year. All exchanges must be approved by the Assistant Superintendent of Schools prior to the use of the requested leave.

#### Section 3: Bereavement Leave

Each employee shall be allowed a maximum of five (5) calendar days in succession without loss of pay or deduction from other leave provisions upon the death of a member of the immediate family. The five (5) day leave shall commence upon the day following the death. If the employee is absent on the day of death, the leave shall commence on that day. Two (2) of the five (5) days may be used for the death of someone other than a member of the immediate family.

#### Section 4: Military Leave

The Board agrees to comply with the state law regarding military leave for employees of the District.

#### Section 5: Legal Leave

Support personnel called to jury duty or subpoenaed as a witness by a court shall not suffer a loss of pay as a result of such summons or subpoena.

Section 6: Maternity/Paternity Leave

- A. A support staff employee who is pregnant may continue her duties until, in the opinion of the employee's physician, she is no longer able to perform her duties. The employee shall give notice in writing to the Board of Education at least thirty (30) days prior to the time she intends to cease her duties. This notice shall state whether or not she intends to return to the District after the birth of the child and state when she intends to return.
- B. At the time of her return, the employee will be assigned to the same position which she held when her maternity leave commenced if the leave does not exceed twelve (12) weeks under normal conditions. This guaranteed assignment will remain in effect if medical complications develop until all sick leave and maternity leave is exhausted. Any request for maternity leave for medical reasons must be documented by the employee's physician. The District shall pay its portion of the employee's health insurance premium while the employee is on maternity leave. As a result of this contract or the Board's FMLA Policy, any leave available and utilized by the individual shall be a part of FMLA leave.
- C. The employee will not be guaranteed the same position when she returns if the maternity leave exceeds the above provisions, but an equivalent position for which she is qualified.
- D. For the purpose of maternity/paternity or adoption, a support employee shall be entitled to an unpaid leave of absence for one (1) year.

Section 7: Advanced Study Leave

- A. Upon application, an employee with at least three (3) years seniority with the District may be granted a leave without pay for purpose(s) of advanced study.
- B. Applications for this leave shall be submitted to the Superintendent for approval. An explanation for the anticipated course work shall accompany this request. This leave shall be granted for a period up to one (1) year.

Section 8: Extended Sick Leave

For the purpose of serious illness as defined by the FMLA, maternity, paternity, or adoption, an employee who has been employed by the district for full time employment more than three consecutive years shall be entitled to an unpaid leave of absence for one (1) year, without loss of accumulated sick leave, tenure, or other accumulated benefits.

- A. Serious illness is defined in the FMLA and the definition has been included in the provision of this contract relating to sick leave. The extended leave provision contemplates the availability of extended leave in the event of the serious illness of the employee. The FMLA would allow an employee to take a maximum of twelve (12) weeks of leave to care for a spouse, child or parent with a serious health condition.
- B. The employee who is on a leave of absence does not lose accumulated sick leave, tenure, or other accumulated benefits. Likewise, the employee who is on a leave of absence for a year does not gain sick leave or other accumulated benefits while on a leave. Extended leave, except as it relates to FMLA leave, shall be available to a

qualifying individual one time during his or her employment by the District.

- C. No later than one (1) month before the expiration of the extended leave, the employee shall notify the District in writing of their intent to either return to duty once the extended leave expires, or to resign their position. Failure to submit written intention to resign or return to work will be interpreted by the Board as a resignation. Additionally, the employee returning from extended leave is not guaranteed the same position they left, but may be placed in a position they are qualified to work.
- D. The District may require the employee to use a minimum of thirty (30) days of the employee's accumulated leave before extended unpaid leave is granted.
- E. The District shall continue to pay its portion of the employee's health insurance premium for the first twelve (12) weeks of this leave. After twelve (12) weeks the employee shall be required to pay the full premium to maintain District health coverage.
- F. Employees may request intermittent leave or reduced schedule leave as a part of FMLA leave but not as a part of a leave of absence if his/her condition allows for work. The District shall have the right to place employees in a job that best suits reduced hours or intermittent attendance. A physician's statement shall be required in order to be placed in a position with reduced hours or intermittent schedules.

#### Section 9: On-the-Job Injury Leave

Each employee covered by this Agreement will have rights in connection with a work-related injury as are required by applicable law. An employee who is injured on the job and covered by Workers' Compensation insurance may supplement his or her temporary total disability benefit with the employee's accumulated sick or personal leave. In order to supplement leave, the employee or employee's personal representative must advise the District of a decision to supplement leave within seven (7) days of the employee's notice of receipt of temporary total disability benefits. An employee may alter an election no more than once every three (3) months. The employee is responsible for notifying the Business Office of a decision to modify a prior election. That decision must be communicated to the Business Office in writing at least ten (10) days prior to the effective date of the new election. The election will not be effective unless the Business Office has received the required written notification of election within the time frame outlined in this section.

The District will provide a form for purposes of making an election. If an employee fails to make an election within the required period of time, the District will not supplement Workers' Compensation benefits with accumulated sick or personal leave. Under no circumstances may the combination of Workers' Compensation and accumulated sick or personal leave benefits exceed the employee's regular salary. The intent of the parties is to comply fully with the applicable Workers' Compensation law. Any changes to this law or to the benefits it provides will automatically become a part of this agreement.

#### Section 10: Professional Leave

- A. Paid professional leave shall be granted to support personnel, when approved in advance by the administrative supervisor, for attending workshops, conferences, or other activities directly related to the employee's assignment.

- B. Paid professional leave shall be granted to support personnel to attend meetings to appointed or elected educational organizations, boards, or committees.

**Section 11: Emergency Leave**

At any time during the fiscal year, the District’s Board of Education may grant up to five (5) days of emergency leave for all employees to be used for days when the District’s schools are closed due to inclement weather. Emergency leave shall not be cumulative from year to year and will only be available to an employee if the Board approves such leave. In approving emergency leave, the Board may designate that employees whose services are essential to building maintenance and making buildings ready for school are not allowed emergency leave for the days of inclement weather but are provided emergency leave on other designated days approved by the Board or the Administration.

**ARTICLE VIII - VACATIONS/HOLIDAYS**

**Section 1: Days Earned**

- A. Vacations shall be granted to all twelve (12) month (260 workday) employees as follows:

- 1-12 years - 10 days
- 13+ years and above - 15 days

Employees are eligible for paid vacation days as days are earned. Vacation days earned begins at the beginning of the appointment to a twelve (12) month (260 workday) position. Employees working less than the days set forth in the Negotiated Agreement for their position shall receive vacation days pro-rated to the number of days worked.

- B. After six (6) months of continuous employment he/she shall be eligible for five (5) days of paid vacation. For new employees only, vacation shall be pro-rated for the first year. Probationary time shall count towards vacation time. Vacation can not be used until the employee has worked six (6) months.
- C. At the end of each contract year, no more than five (5) days of an employee’s total unused vacation days may be carried over to the following contract year. (2018)

**Section 2: Vacation Scheduling**

Vacation time may be taken from July 1 through June 30 at the employee’s request. Vacation time shall be scheduled with the immediate supervisor. Vacation time shall not be withheld without just cause and every effort will be made to adjust to meet the employee’s request.

**Section 3: Payment for Unused Vacation**

No later than twenty (20) days after termination, the employee (or the employee’s estate) shall be paid for all accumulated, unused vacation at the employee’s last rate of pay.

**Section 4: Holidays (2017)**

District administration is responsible for setting the calendar for each fiscal year. The District will develop a calendar for all employees working under a twelve (12) month

contract that will include fourteen (14) paid holidays. Such paid holidays shall be scheduled around the normal times school offices are closed to observe the following holidays:

- Independence Day
- Labor Day
- Fall Break
- Thanksgiving
- Christmas
- New Year's Day
- Martin Luther King, Jr. Day
- Spring Break
- Memorial Day

## **ARTICLE IX – COMPENSATION**

### **Section 1: Publication**

All salary and wage scales will be printed in the Negotiated Agreement distributed by the District.

### **Section 2: Substitute Manager**

The District's Child Nutrition Director, in consultation with an elementary site's Cafeteria Manager, may recommend a substitute manager for that site that will be designated as Food Service Assistant/Substitute Elementary Manager.

### **Section 3: Pay Days**

Employees shall be paid by the 20th of each month. If a holiday falls on the 20th or the weekend day, the employee shall be paid the day before leaving the work site or building for the weekend or holiday.

### **Section 4: Temporary Support Employees**

The District occasionally offers temporary employment to individuals whose positions may fall within the bargaining unit. Temporary employees shall be placed on the negotiated salary schedule on the ninety- first (91st) working day. Temporary employees shall not qualify for fringe benefits unless they are subsequently designated as regular (non-temporary) employees.

## **ARTICLE X - FRINGE BENEFITS**

- A. Employees whose regular assignments require that they travel from one (1) District location to another shall be reimbursed for mileage at the rate approved by the Internal Revenue Service. No employee will be assigned a district-owned vehicle to drive to and from their residence and work. All district-owned vehicles shall remain on school property in a secure location when not being used for work in the district. Designated maintenance employees shall receive a stipend in the amount of nine hundred dollars (\$900.00) for being on call to provide repairs and service to the

District throughout the contract year. (2018)

- B. Employees who, as a condition of employment are required to take a physical examination, shall be reimbursed for the costs of such examination as long as the employee uses the District designated doctor. A receipt from the physician shall be sufficient.
- C. The District shall provide all permanent food service employees who work at least a minimum of four (4) hours each day seventy-five dollars (\$75.00) per year for uniforms.
- D. Bus drivers shall receive up to seventy-five dollars (\$75.00) per year for CDL annual renewals and Oklahoma Drivers Certification renewals. Upon presentation of proper documentation, this amount shall be paid at the end of the year for drivers with less than one (1) year of District service. All other drivers shall be reimbursed at the end of the semester that documentation is provided.
- E. Wellness Program – Each employee is encouraged to participate in a wellness program that promotes physical fitness and good health. The Board of Education will purchase a Corporate Membership. The cost for the employee will be the established corporate rate per year for individual membership. The money involved is available through participatory membership only and will be credited to the employee in no other fashion.
- F. IRS Section 125 Plan – The Board of Education shall select a Section 125 IRS Plan for voluntary participation. The Board will pay all fees for the establishment of the Section 125 Plan and the employee participants will pay their own monthly fees.
- G. Employees shall be reimbursed for approved workshop fees and mileage. Approval shall be secured from the employee’s principal/supervisor and the Central Office in accordance with the District’s established procedure.
- H. Health Insurance State Payment:
  - 1. For the 2019-2020 school year, each support employee under contract to work six (6) or more hours per day at least one-hundred and seventy-two (172) days per year who purchases major medical coverage through the School District sponsored cafeteria plan shall receive, as part of total compensation, the monthly Flexible Benefit Allowance (FBA) required by State Law. The District will apply the FBA toward the total premium cost of the District’s Health Plan. Any excess FBA allowance over the cost of the major medical purchased by the employee may be used to purchase additional benefits or may be taken as taxable compensation as provided for by law.
  - 2. For the 2019-2020 school year, each support employee under contract to work six (6) or more hours per day at least one hundred seventy-two (172) days per year who do not purchase the major medical coverage through the School District sponsored cafeteria plan shall receive, one hundred eighty-nine dollars and sixty-nine cents (\$189.69) per month as taxable compensation in lieu of the flexible benefit allowance amount provided for in part A above.
- I. Retirement – A support employee who has declared his/her intention to retire and has retired under the provisions of the Oklahoma Teachers’ Retirement System or is at least 62 years of age shall receive a severance bonus of one hundred dollars (\$100) per year of service with the Shawnee Public Schools based upon a maximum of

fifteen (15) years. This payment will be paid as a separate payment.

## **ARTICLE XI - IMPLEMENTATION**

### **Section 1: Duration**

- A. The duration of this agreement shall be two (2) years, 2019-2020 and 2019-2020.
- B. During the year 2019-2020 and every second year (biannually) thereafter this Agreement may be opened by either party in accordance with the Procedural Agreement for the negotiation of compensation (Article IX) and fringe benefits (Article X) only. During the 2019-2020 and every second year (biannually) thereafter this Agreement may be opened by either party in accordance with the Procedural Agreement for the negotiation of compensation (Article IX) and fringe benefits (Article X) and up to five (5) other issues raised by each party.

### **Section 2: Conformity of Law Savings Clause**

In the event that any provision of this Agreement is or shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment of decree no appeal has been taken within the time provided for doing so, all other provisions of this Agreement shall continue in effect. Any substitute action shall be subject to appropriate consultation and negotiation with the Union.

### **Section 3: Distribution of Agreement (2017)**

Not later than thirty (30) days following ratification of this Agreement, the Board shall post a copy of this Agreement online.

1. The District shall provide the Union with thirty (30) copies of the Agreement.
2. The cost of printing shall be paid by the District.

## **APPENDIX**

### **Drug and Alcohol Testing and Rehabilitation Program**

It is the policy of the Shawnee Board of Education to maintain a drug-free environment and to develop rehabilitation programs for its employees and a drug-free workplace policy consistent with federal and state guidelines and constitutional protections.

## Shawnee Public Schools Pay Grade Schedule 2019-2020

<u>Position</u>	<u>Pay Grade</u>
<b><i>Secretarial/Clerical</i></b>	
Elementary Secretary	17
High School Registrar	17
Counselor Secretary - Secondary	17
Attendance Clerk - Secondary	17
Site Secretary/Receptionist	17
Curriculum Secretary	17
State & Federal Program Secretary	17
Maintenance/Transportation Secretary	17
CNP Secretary	20
Accounts Payable Clerk/Encumbrance Clerk	20
Central Office Attendance Clerk	20
<b><i>Instructional Assistants</i></b>	
Qualified Classroom/Indian Education Advisors	5
In-school Suspension – Elementary/Secondary	5
Special Education Paraprofessional	5
Certified Occupational Therapy Assistant	20
<b><i>Custodial/Maintenance</i></b>	
Head Custodian	11
Custodian	5
Carpenter	14
Licensed Electrician	20
Licensed Plumber	20
Licensed HVAC	20
PAAC Manager	20
<b><i>Transportation</i></b>	
Certified Diesel Mechanic	20
Chief Mechanic	14
Dispatcher	14
Bus Driver	13
Bus Monitor	1
Crossing Guards	1
<b><i>Child Nutrition</i></b>	
Food Service Assistant	8
Substitute Elementary Manager	8
Cashiers	8
Food Service Managers - Elementary	16
Food Service Managers - Secondary	18
Delivery Driver	12



Shawnee Public Schools Support Salary Schedule 2019-2020 FY

Pay Grade																					
Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
1	8.05	8.32	8.62	8.86	8.75	8.87	9.14				9.71	9.75	9.86	9.98		10.10	10.12	10.40		11.65	
2	8.20	8.52	8.80	9.07	8.92	9.05	9.32				9.95	10.00	10.12	10.25		10.34	10.38	10.64		12.00	
3	8.35	8.72	9.02	9.31	9.12	9.27	9.54				10.20	10.26	10.38	10.51		10.67	10.65	10.97		12.35	
4	8.50	8.87	9.23	9.47	9.29	9.48	9.75				10.38	10.45	10.64	10.71		10.99	10.80	11.29		12.70	
5	8.65	9.02	9.47	9.64	9.48	9.72	9.99				10.56	10.65	10.90	10.90		11.32	11.04	11.62		13.05	
6	8.80	9.27	9.68	9.91	9.69	9.93	10.20				10.87	10.98	11.16	11.24		11.63	11.36	11.93		13.40	
7	8.95	9.51	9.93	10.20	9.89	10.18	10.45				11.17	11.30	11.42	11.58		11.95	11.70	12.25		13.80	
8	9.15	9.76	10.14	10.50	10.19	10.39	10.66				11.48	11.64	11.68	11.91		12.28	12.00	12.58		14.20	
9	9.35	10.02	10.35	10.79	10.49	10.60	10.87				11.79	11.97	11.94	12.25		12.60	12.25	12.90		14.60	
10	9.55	10.28	10.61	11.09	10.69	10.86	11.14				12.11	12.31	12.20	12.61		12.95	12.58	13.25		15.00	
11	9.75	10.54	10.87	11.38	11.04	11.12	11.42				12.43	12.65	12.46	12.95		13.32	12.92	13.62		15.40	
12	9.95	10.83	11.12	11.70	11.29	11.37	11.67				12.79	13.03	12.73	13.33		13.67	13.26	13.97		15.80	
13	10.20	11.11	11.37	12.02	11.74	11.62	11.92				13.13	13.37	13.20	13.68		14.02	13.61	14.32		16.25	
14	10.45	11.37	11.62	12.32	11.99	11.87	12.17				13.46	13.70	13.68	14.01		14.37	13.93	14.67		16.70	
15	10.70	11.62	11.87	12.60	12.24	12.12	12.42				13.74	14.00	14.15	14.32		14.72	14.26	15.02		17.15	
16	10.95	11.87	12.12	12.89	12.49	12.37	12.67				14.03	14.30	14.63	14.62		15.07	14.61	15.37		17.60	
17	11.10	12.12	12.37	13.18	12.74	12.62	12.92				14.32	14.60	15.10	14.93		15.42	15.01	15.72		18.05	
18	11.25	12.37	12.62	13.47	12.99	12.87	13.17				14.61	14.90	15.58	15.24		15.77	15.36	16.07		18.50	
19	11.40	12.62	12.87	13.76	13.24	13.12	13.42				14.90	15.20	16.12	15.55		16.12	15.95	16.42		19.00	
20	11.55	12.87	13.12	14.05	13.49	13.37	13.67				15.19	15.50	16.53	15.86		16.47	16.30	16.77		19.50	
21	11.70	13.12	13.37	14.34	13.74	13.62	13.92				15.48	15.80	17.01	16.17		16.82	16.65	17.12		20.00	
22	11.85	13.37	13.62	14.63	13.99	13.87	14.17				15.77	16.10	17.49	16.48		17.17	17.00	17.47		20.50	
23	12.00	13.62	13.87	14.92	14.24	14.12	14.42				16.06	16.40	17.97	16.79		17.52	17.35	17.82		21.00	
24	12.15	13.87	14.12	15.21	14.49	14.37	14.67				16.35	16.70	18.45	17.10		17.87	17.70	18.17		21.50	
25	12.30	14.12	14.37	15.50	14.74	14.62	14.92				16.64	17.00	18.93	17.41		18.22	18.05	18.52		22.00	
26	12.45	14.37	14.62	15.79	14.99	14.87	15.17				16.93	17.30	19.41	17.72		18.57	18.40	18.87		22.50	
27	12.60	14.62	14.87	16.08	15.24	15.12	15.42				17.22	17.60	19.89	18.03		18.92	18.75	19.22		23.00	
28	12.75	14.87	15.12	16.37	15.49	15.37	15.67				17.51	17.90	20.37	18.34		19.27	19.10	19.57		23.50	
29	12.90	15.12	15.37	16.66	15.74	15.62	15.92				17.80	18.20	20.85	18.65		19.62	19.45	19.92		24.00	
30	13.05	15.37	15.62	16.95	15.99	15.87	16.17				18.09	18.50	21.33	18.96		19.97	19.80	20.27		24.50	
31	13.40	15.72	15.97	17.30	16.34	16.22	16.52				18.44	18.85	21.68	19.31		20.32	20.15	20.62		25.00	
32	13.75	16.07	16.32	17.65	16.69	16.57	16.87				18.79	19.20	22.03	19.66		20.67	20.50	20.97		25.50	
33	14.10	16.42	16.67	18.00	17.04	16.92	17.22				19.14	19.55	22.38	20.01		21.02	20.85	21.32		26.00	

## PROCEDURAL AGREEMENT

### ARTICLE I: RECOGNITION

The Union, having been duly elected by the support employees in accordance with the provisions of Oklahoma State Statute 70-509.2, shall be recognized as the exclusive representative of employees in said unit by the Board of Education for the purposes of contract negotiations with the following exceptions;

- Non-certified Administrators
- Business Manager
- Executive Secretary
- Certified Personnel Secretary
- Clerk of the Board
- Maintenance Director
- Transportation Director
- Attorney for the Board
- Treasurer
- Assistant Treasurer

### ARTICLE II: SCOPE OF BARGAINING

The scope of bargaining shall be limited to negotiating in good faith on wages, hours, fringe benefits, and other terms and conditions of employment in accordance with Oklahoma Statute 70.509.6. The Board and the Union shall abide by all applicable state and federal statutes, rules, and regulations. This agreement shall not abrogate, limit, or restrict the legal rights, obligations, and powers of the Board. The Board shall enact no policy that would alter the terms of the current negotiated contract.

### ARTICLE III: NEGOTIATIONS TEAMS

Designated representatives of the Board will meet with designated representatives of the Union for the purpose of negotiations. All negotiations shall take place exclusively between the designated representatives of both parties. Discussions at the bargaining table will be only between the spokespersons of each team.

### ARTICLE IV: OPENING NEGOTIATIONS

The Union and the Board each shall submit a package or proposed items for negotiations in accordance with the scope of bargaining law for public school employees of Oklahoma. The packages will be submitted on the third Thursday in June. Items for negotiations shall be: five (5) Articles not including compensation and fringe benefits.

Sections submitted are: Random Sections

### ARTICLE V: NEGOTIATIONS SESSIONS

All meetings shall be held on School District property and shall not exceed three (3) hours unless extended by mutual agreement. Meetings shall be held outside of regular work hours. Negotiations shall be conducted in closed sessions. Outside sources may be invited to meetings, if agreed to by both spokespersons in advance of the day of the meeting. Either party may caucus at any time. The agenda for the succeeding meeting will be established before adjournment of each meeting.

### ARTICLE VI: EXCHANGE OF INFORMATION

Upon specific written request, the parties shall provide each other with information regarding negotiations. Material that has been made available to the Board will be made available to the Union. With mutual approval, individuals possessing data pertinent to both parties may be invited to present requested information during

negotiations sessions.

#### ARTICLE VII: THE AGREEMENT

Any agreement which has been tentatively agreed to by the negotiations teams of both parties shall be referred to as a tentative agreement. The evidence of such agreement shall be in writing and dated and initialed by the spokesperson of each team. When final agreement is reached on the total package, it shall be submitted to the Union for consideration. Within ten (10) working days after the package is submitted to the Union, the Union must notify the Superintendent of the outcome of ratification. If ratified by the Union, the package shall be submitted to the Board for consideration. The Board must take action on the package within ten (10) working days from the date the Superintendent was notified, or at the next regularly scheduled Board meeting.

#### ARTICLE X: STRIKES FORBIDDEN 70-0.S. - 509.8

The procedure provided for herein for resolving impasses shall be the exclusive recourse of the Union. It shall be illegal for the Union to strike or threaten to strike as a means of resolving differences with the Board of Education. Any member of the Union engaging in a strike shall be denied the full amount of his/her wages during the period of such violation. If the Union or its members engage in a strike, the Union shall cease to be recognized as representative of the unit and the School shall be relieved of the duty to negotiate with the Union or its representatives.

#### ARTICLE XI: AMENDMENTS

This Agreement shall continue in effect for successive fiscal year periods unless notice is given, in writing, between January 1 and January 31 of any year, by either party, that the party desires to modify, amend or terminate this Procedural Agreement. Once such notice is given, negotiations related to changes in this Agreement shall commence on a mutually agreeable date within thirty (30) days of such notice.

#### ARTICLE XII: DURATION OF AGREEMENT

The terms and conditions of the Procedural Agreement shall be implemented upon ratification by both parties. These terms and conditions shall bind both parties and shall remain in full force unless superseded by a subsequent agreement during the period of time the Union is legally elected and certified under law as the negotiating representative of the eligible support personnel.

## IMPASSE PROCEDURES

In the event the negotiating teams, in the exercise of good faith, cannot reach agreement on the items being negotiated, either party has the right to declare that an impasse exists.

A. Mediation

Within five (5) days after the declaration of impasse, a mediator will be chosen by mutual consent. The Federal Mediation and Conciliation Service shall be given first consideration. If the Federal Mediation and Conciliation Service is not available, a mediator will be chosen by mutual agreement. Upon such appointment, both parties shall abide by the mediation process implemented by the mediator in a good faith effort to resolve the impasse. If the mediator is unable to effect agreement between the parties, fact-finding will be implemented according to the laws of the State of Oklahoma.

B. Fact-finding: 70-0.S. - 509.7.

1. A fact finding committee consisting of three (3) members shall be formed. One (1) member shall be selected by the Union, and one (1) member shall be selected by the Board, within five (5) days. The third member shall be selected by the first two (2) members as follows: The parties shall notify the State Superintendent of Public Instruction that a fact finder is needed and request a list of potential fact finders from the State Superintendent. If no name on the list is agreeable to both parties, a coin toss shall occur with the party winning the toss having the right to strike a name from the list. The parties will then continue alternately striking names from the list until only one name remains. The person whose name remains on the list will serve as the chairperson of the fact finding committee.
2. The committee shall meet with the Board's and the Union's negotiation representatives for the purpose of fact finding.
3. Within five (5) days after the selection of a chair- person, the representatives of the parties shall meet to exchange written language on each item at impasse. The exchanged documents shall be furnished to the chairperson and other members of the committee. Each item being submitted to fact finding shall show the last position taken by each negotiating team.
4. The cost for the services of the fact finding committee, including per diem expenses, if any, and actual and necessary travel expenses shall be shared in the following manner: the Board shall assume the expenses of the representative selected by the Board, the Union shall assume the expenses of the representative selected by the Union, and the expenses of the third member shall be shared equally by the Board and the Union.
5. The fact finding committee shall have authority to establish procedural rules, conduct investigations, and hold hearings during which each party shall be given an opportunity to present its case with supporting evidence.
6. All hearings by the fact finding committee shall be conducted in closed session.
7. The chairperson shall convene the committee for fact finding. The committee shall meet with the representatives of both parties and within twenty (20) days after the fact finding meeting shall present its written recommendation to the Board and the Union. The report shall set forth findings of fact and recommendations on the issues submitted.
8. If either party decides it must reject one or more of the committee's recommendations, said party must, within seven (7) days after the committee has presented its recommendations, request a meeting of the representatives who have been negotiating for the Board and the Union. The parties shall meet within seven (7) days of the request, unless both parties deem it unnecessary. At such meeting, the parties shall exchange written statements expressing each party's rationale for rejecting each recommendation found unacceptable and shall attempt to clarify any remaining differences. The representatives shall then resume a good faith effort to resolve the remaining differences; provided, after fourteen (14) days after the exchange of written statements, as provided for by this section, either part may discontinue such effort.
9. The Board shall file a copy of the fact finding report with the office of the State

Superintendent of Public Instruction. If the effort to resolve differences is successful, the parties shall draft a written agreement and present the agreement to both parties for ratification, and upon ratification such agreement shall also be forwarded to the State Superintendent. If the effort to resolve differences is unsuccessful, the Board shall forward to the State Superintendent in writing its final disposition of the negotiations impasse process within thirty (30) days of the effective date of implementation.

### **CONCLUSION**

This agreement constitutes the complete and true Addendum to the 2019-2020 Negotiated Agreement between the Shawnee Board of Education and the Federation of School Employees. No intent to revise, amend, alter or reduce any other portion of this agreement is made or accepted.

By affixing their signatures below, the parties agree to the 2019-2020 Negotiated Agreement.

Approved by the Shawnee Board of Education on August 6, 2018. Ratified by the Shawnee Federation of School Employees on August 21, 2018.

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Shawnee Board of Education, President

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Shawnee Federation of School Employees, President