

MASTER CONTRACT

Between the

**CHICKASHA ASSOCIATION
OF SUPPORT EMPLOYEES**

And the

CHICKASHA BOARD OF EDUCATION

SCHOOL YEAR 2015-16

CONTRACT AGREED UPON

By and between

THE CHICKASHA BOARD OF EDUCATION

and

THE CHICKASHA ASSOCIATION OF SUPPORT EMPLOYEES

SCHOOL YEAR 2015-2016

ARTICLE I: NON-DISCRIMINATION CLAUSE

- 1.1 The Board and CASE agree to abide by applicable state and federal laws and regulations pertaining to nondiscriminatory practices.

ARTICLE II: SAVINGS CLAUSE

- 2.1 In the event that any provisions of this agreement be declared invalid by statute or by a court of competent jurisdiction, now or hereinafter, then such provisions shall no longer be operative but all other provisions of this agreement shall continue in effect. Upon request by the Board or CASE, the teams representing the Board and CASE shall within twenty (20) working days commence negotiations for a legally permissible replacement for the provisions affected.
- 2.2 If a change in statute or decision of a court of last resort results in a change in benefits to the employee, the change will be incorporated.

ARTICLE III: PRINTING AND DISTRIBUTION OF THE CONTRACT

- 3.1 Following ratification by both parties, CASE will prepare a proof perfect copy ready for posting. The Board agrees to post the contract on the District Website.

ARTICLE IV: ORGANIZATION RIGHTS AND PRIVILEGES

- 4.1 Upon approval of the Superintendent or his designee, CASE may hold meetings in District owned buildings.
- 4.2 Upon approval of the Superintendent or his designee, CASE may use the inter-school mail service to communicate with its members.
- 4.3 Upon approval of the Superintendent or his designee, CASE shall be permitted to use District owned printing and copying equipment. Supplies used for CASE publications shall be furnished or paid for by CASE. A usage charge may be mutually agreed upon by the Superintendent and CASE President.
- 4.4 CASE will be permitted to use bulletin board space in a designated area of each school site for posting of materials, provided such materials have been approved by the Superintendent or his designee prior to the posting.

- 4.5 The Board shall provide the CASE President a copy and/or email of the complete agenda packet of every Board meeting at the time the agenda packet is distributed at the School Board meeting.
- 4.6 The Board shall provide the CASE President a copy and/or email of the unofficial minutes of each Board meeting at the time it is distributed to the administrative staff.

ARTICLE V: REPRESENTATION ON COMMITTEE

- 5.1 CASE shall have representatives on all committees and other organized groups established by the Board for the purpose of making recommendations which will affect change in compensations and/or working conditions of support employees.

ARTICLE VI: PAYROLL DEDUCTION

- 6.1 In addition to those deductions required by state and federal law each support employee may, upon written authorization, initiate the following payroll deductions:
1. Oklahoma Educators Credit Union/Focus Credit Union
 2. District approved insurance programs
 3. OEA/NEA/CASE Dues
 4. U.S. Savings Bonds
 5. Tax-Sheltered Annuities
 6. Political Action Committee Contributions
- 6.2 Additional payroll deduction programs may be added based on approval of the Board and availability of computer slots.

ARTICLE VII: SAFETY AND HEALTH

- 7.1 The Board shall maintain healthy and safe conditions at each work location in compliance with all city and state statutes and/or regulations governing such conditions. No employee shall be required to work under unsafe or hazardous conditions if determined by the proper regulatory authority. Employees shall be made aware of departmental rules and regulations relating to the employee's safety in a particular job. All employees are covered by Workers' Compensation.
- 7.2 The District shall provide **\$200.00** (two hundred dollars) per year uniform allowance for food service personnel required to wear white uniforms (**All cook/servers must wear uniforms, including white leather shoes.** These uniforms possibly will be ordered through the uniform shop as per the director and billed to the district). The District will also provide an apron for all food service personnel. Reimbursement will not be made unless the person applying has a signed itemized receipt showing what was purchased. Also reimbursement can only be made one time per year, per employee.

The District shall provide **\$150.00** (one hundred fifty dollars) per year uniform allowance for security guard personnel required to wear uniforms. This includes appropriate shoe wear. Reimbursement will not be made unless the person applying has a signed itemized receipt showing what was purchased. Also reimbursement can only be made one time per year, per employee.

The District will provide district-designated shirts for maintenance, grounds, and custodial

staff. The shirts will be directly purchased through the District at a rate of \$65 (sixty-five dollars) per relevant employee.

The District will provide appropriate outerwear for employees assigned outdoor work tasks in inclement weather and in extreme conditions such as sewer cleaning, etc.

As per standards of the Internal Revenue Service, uniform reimbursements of uniform costs will be calculated as additional compensation with appropriate withholdings.

ARTICLE VII: POSTING OF VACANCIES

- 8.1 The administration shall cause notices of vacancies for any support positions to be posted on the vacancy list on the Chickasha Public Schools Website and designated bulletin boards at each work site. Any new positions will be posted in the same manner. These notices shall be posted at least five (5) working days, ten (10) days if the vacancy occurs during the time when school is not in session, prior to the application deadline. In case of an internal bus route opening created by a driver taking a different route, this route opening shall be posted for no less than twenty-four (48) hours if school is in session and not less than five (5) days if school is not in session.
- 8.2 These notices shall contain job title and date. Interested parties or applicants may contact the Superintendent's office for more information.
- 8.3 Any employee who is on leave or for some reason away from his/her job may submit a letter of interest or transfer request form for any vacancy which may occur during his/her leave.

8.4 SUPPORT PERSONNEL POSITION TITLES

Child Nutrition Personnel: Asst. Leader, Dept. Head, Cook/Server
Secretaries: Building Secretary
Deputy Treasurer, Board Clerk, Director's Asst. and Activity/Lunch Fund: Deputy Treasurer, Board Clerk, Director's Asst., Activity/Lunch Fund Custodian
Custodians: Head Custodians, Reg. Custodians, Security Guards, Child Nutrition Delivery
Grounds Maintenance:
Maintenance Personnel: Unlicensed, Licensed I, Licensed II, Licensed III, Maintenance Supervisor
Bus Mechanic and Mechanic's Helper: Mechanic's Helper, Mechanic I, Mechanic II, Mechanic III
Skilled Labor: Helper, Level I, Level II, Level III
Building Asst., Library Asst., Teacher Asst., Mail Delivery Person, ISS, Bus Monitor, Nurse Asst.:
Paraprofessional, Teacher Assistant: Bus Drivers:
Interpreters:

8.5 EMPLOYEE OF THE QUARTER

- 8.5.1 The Employee of the Quarter selection process: 1) the selection will be decided by the District's team and CASE. The recipient will receive a \$200 stipend to be included in the next pay period and be recognized at the next regular board meeting.

- 8.5.2 Employee of the Quarter Form. Rules: 1) One submission per person per quarter. 2) Submissions deadline is the end of each quarter. 3) All nominations must be in sealed envelopes. 4) All sealed envelopes will be opened only at the selection meetings. 5) No anonymous entries. All anonymous entries will be discarded. 6) Any Chickasha Public School Employee may make a nomination. 7) Nominations may be delivered or sent to the Superintendent's office.

ARTICLE IX: INDIVIDUAL CONTRACT

- 9.1 Each support employee shall enter into an individual contract with the Board. This contract shall give details as to salary, hours and contract days. Such contract will be consistent with the terms of this agreement.
- 9.2 All terms of this agreement shall be considered as terms of the individual contract between the Board and the support employee.
- 9.3 On the day each contract is signed, a detailed job description will be attached.
- 9.4 **Right to Representation**
Support staff members are entitled to have another person present during a conference with an administrator. If during a conference between a support staff member and an administrator, either the administrator or the support staff feels that it would be in his/her best interest to have another person present, he/she may adjourn the conference and it shall be rescheduled within 24 hours.
- 9.5 **Dignity**
While individual behavior cannot be negotiated or set into policy, it is nevertheless the desire of both the administration and support employees to state herein that they intend to treat each other with civility, dignity and respect. Administrators and support employees agree to make every effort to insure that this message is conveyed not only to each other, but to the students and parents within the district, so that civility, dignity and respect will be reciprocated as it is given. By so doing the district is working toward its goals of strengthening community relations and improving the quality of education in Chickasha.

ARTICLE X: BREAK ROOM FACILITIES

- 10.1 All support employees shall have break and lunch periods as defined by Board policy.

ARTICLE XI: TELEPHONE FOR PRIVATE USE

- 11.1 All support employees shall have access to a telephone for use during breaks and lunch periods.

ARTICLE XII: HEALTH EXAMINATION OF SCHOOL EMPLOYEES

- 12.1 All support employees who are required by the school to have a physical examination after being offered employment by the district will do so at the school district's expense.

ARTICLE XIII: ACTIVITY BUS DRIVING

- 13.1 **OPPORTUNITY TO DRIVE:** The opportunity to drive activity buses will be given to both

full time drivers and substitute drivers who are employed within the district for less than forty hours per week as long as driving does not interfere with any other duties in the District. In scheduling activity trips every effort shall be made to schedule trips in such a manner that a driver's total hours will be under forty (40) hours per week. Within the first year of a new driver's employment, the opportunity to drive activity routes is at the discretion of the route coordinator and transportation director. This is dependent on the type of trip, destination and driving performance.

- 13.2 TRIP ROSTER: Upon the first day of each school year a sign up roster will be posted for all full time drivers and substitutes to indicate if they are interested in driving activity trips. This roster will remain posted for the school year allowing any driver to add or remove his/her name from the roster at any time. Once a driver has removed his/her name from the roster, it must be entered at the bottom upon the driver's decision to be placed on the trip roster list again.
- 13.3 TRIP ROTATIONS & TRIP POSTING: When an approved activity trip is received by the Director of Transportation it shall be posted for forty-eight (48) hours (if time allows) in the bus barn office. Any driver wishing to take this trip should sign the trip posting. The trip will be assigned to the person who has indicated that he/she wishes to take the trip who is closest to the top of the trip roster. Upon assignment of an activity trip the driver's name will be moved to the bottom of the activity trip roster for future rotation. If a bus driver has indicated he/she wishes to take more than one trip that has been posted simultaneously, the assignment will be made on the basis of the trip that is to be taken first with the driver (who has indicated a desire to take the trip) closest to the top of the list receiving the first trip.
- 13.4 The Board shall be responsible for providing lodging and meal(s) when drivers are assigned to overnight trips. On the first day of an overnight trip, time starts when the driver picks up the bus and ends when the bus is parked for the night. On the second and all subsequent days of overnight trips, driver time starts at the time the bus leaves the parking lot in the morning. Drivers are guaranteed eight (8) hours of time on these days. Time ends when the bus is parked for the night. Since meals are reimbursed, time is to be deducted for meals. The maximum time allowed per day is to be sixteen (16) hours.
- 13.5 ACTIVITY DRIVER PAY: Activity drivers will be paid **\$10.00** per hour. The hourly rate for activity drivers applies to total time spent on the activity trip in which the driver is on duty (i.e. from the time of pick up at the school, through the arrival at destination and any wait time, to the time of drop-off at the school). For trips that encompass six or more hours, the sponsoring organization will provide a meal.
- 13.6 ACTIVITY ROUTES: Activity routes would include a field trip of students or staff members during the fiscal year. It could also include any extra curricular activity that could include athletics, vocal and instrumental music, drama, academic teams, robotics, FFA and other career tech classes.
These routes will be paid according to the negotiated contract. The school district will calculate overtime by utilizing the blended rate if a support employee has received time in two pay scales during the week and went over forty (40) hours.
- 13.7 SHUTTLE ROUTES: Shuttle routes include transporting students during the school day from one site to another. Examples of shuttle routes would include delivering and picking up students at Canadian Valley Technology Center, delivering students to the Middle School from the High School that would include athletes and FFA members, transporting Lincoln

students to the Middle School for Band, transporting Middle School athletes to the High School after school, transporting special needs students to and from school during the school day if their class schedule has been reduced to a partial day. *(the driver will receive regular bus driver wages for driving shuttle routes)*

13.8 CONFLICT OF INTERPRETATION OF TRIPS: Should a driver have a conflict with the interpretation of activity or shuttle routes (13.6 or 13.7), they must submit a written request explaining their conflict to their immediate supervisor for clarification. The supervisor will give a written explanation explaining how the trip is classified within two (2) working days.

Why here?
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13.9 WORKING EXTRA-CURRICULAR EVENTS OUTSIDE THE REGULAR CONTRACTED DUTIES: Non certified support staff members working at extra-curricular events outside their regular contract duties shall be paid \$10.00 an hour for specific assignments as authorized by the superintendent and/or his/ her designee (s). These positions would include gate-keeper, concession stand worker, scorer, and clock-keeper.

ARTICLE XIV: PERSONNEL FILE

14.1 The Board shall maintain an official personnel file at the Board office for each support employee.

14.2 Upon request, an employee may inspect his/her personnel file subject to the following:

- (a) Inspection shall be conducted at a time mutually agreed upon by the employee and the Superintendent or his designee.
- (b) Upon request, an employee may have his/her representative present during inspection.
- (c) Copies of material in an employee's personnel file shall be provided upon request.

14.3 The employee will be given a copy of any material placed in his/her personnel file when the employee requests a copy.

14.4 The employee shall have the right to submit a written response to such material and have said response attached to the material to which it responds.

14.5 Reprimands and/or admonishments may be removed from the employee personnel file at any time by mutual agreement between employee and the Superintendent.

14.6 Contents of the personnel file shall be kept confidential.

ARTICLE XV: TRANSFERS

15.1 A request for a transfer shall be made in writing to the person(s) listed on the posted vacancy as the person to whom application is to be made. The request shall include the job title to which the support employee desires to be transferred.

15.2 Should a vacancy occur during the school year, requested transfers to this position will be considered at the time of the vacancy.

15.3 In filling vacancies, the administration will give first consideration to requested transfers prior to employing any new applicant. In considering the request for a support employee's transfer, the receiving supervisor must be apprised of the transfer request.

- 15.4 If a transfer is denied, a written explanation of the denial will be forwarded to the support employee.
- 15.5 When an employee has been transferred and it has been determined by the administration that the position vacated is to be retained, the vacancy shall, when feasible, be filled by a substitute until a permanent employee is hired for that position.

ARTICLE XVI: INVOLUNTARY TRANSFER

- 16.1 The district will solicit volunteers before starting the process of filling a vacancy with an involuntary transfer. Seniority will be considered, but not the final determining factor in selecting the employee to fill the open position. If it becomes necessary to fill a vacancy by an involuntary transfer or reassignment, a meeting will be held between the support employee and the supervisor. If the employee objects to the transfer, reasons for the objection will be written to the supervisor. A copy of administrative remarks will be given to the support employee.

ARTICLE XVII: DISMISSAL PROCEDURES

- 17.1 In order to comply with Title 70 of the Oklahoma Statutes, sections 24-132 through 24-136, the Board hereby adopts the following procedure for the suspension, demotion or termination of support employees.
- 17.2 For the purpose of this policy a "support employee" is defined as an employee of a school District who provides those services, not performed by professional educators or licensed teachers that are necessary for the efficient and satisfactory functioning of a school district.
- 17.3 A support employee who has been employed by the Chickasha School District for more than one (1) year shall be subject to suspension, demotion or termination only for cause, as designated by this policy.
- 17.4 Nothing contained in this agreement shall prevent the Board of Education from acting on its own volition in matters pertaining to suspension, demotion or termination of support employees.
- 17.5 Whenever the Superintendent of Schools is of the opinion that the immediate suspension of a support employee is necessary and in the best interest of the school district, the Superintendent may suspend the employee without notice or hearing. If an employee is suspended for a period exceeding ten (10) days, the Superintendent of the District shall initiate proceedings for termination and shall follow procedures set forth in this policy. However, in a case involving a criminal charge, the suspension may be delayed until the case is adjudicated at trial. Nothing herein shall prevent proceedings against the employee during or after the suspension or termination as provided in this policy.
- 17.6 Prior to any demotion or termination the support employee shall receive notice of his or her right to a hearing, which if requested will be conducted by the Board. All notices shall be by certified mail, with the postmark used to determine the timeliness of such notice. The support employee must request a hearing within ten (10) working days of said notice or be deemed to have waived his or her right to a hearing.
- 17.7 If a support employee requests a hearing, the hearing will be conducted (at the next or next succeeding, regularly scheduled meeting) of the Board if the request is received by the clerk

of the Board at least ten (10) working days prior to the aforesaid meeting. A special meeting may be conducted if requested by the employee or at the discretion of the Board. The special meeting shall be conducted no sooner than ten (10) working days nor later than thirty (30) calendar days after receipt of employee's request. The decision of the Board shall be final. Nothing in the above stated policy shall be construed to prevent layoffs for lack of funds or lack of work.

17.8 In order to comply with Title 70 of the Oklahoma Statutes Sections 24-132 and 24-136, the Board hereby adopts the following causes for suspension, demotion or termination.

1. Excessive failure to be at work site at starting time.
2. Leaving work site during working hours without permission.
3. Walking off the job.
4. Unexcused absenteeism.
5. Excessive wasting time or loitering during working hours.
6. Falsification of personnel or other records, (such as time sheets).
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, sabotage or destruction of District property, including tools, equipment or the property of other employees.
10. Theft or misappropriation of property of employees, students or of the District.
11. Insubordination of any kind.
12. Unauthorized operation of machines, tools or equipment.
13. Operating machines or equipment without safety devices provided.
14. Threatening, intimidation, coercing or interfering with employees or supervision at any time.
15. The making or publishing of false statements concerning any employee, supervisor or the District.
16. Creating disturbances on the premises at any time.
17. Creating or contributing to unsanitary conditions.
18. Possession, consumption or reporting to work under the influence of alcohol, non-prescribed drugs or controlled substances.
19. Disregard of know safety rules or common safety practices.
20. Unsafe operation of district owned motor vehicles.
21. Unauthorized distribution of literature, written or printed matter of any description on district property.
22. Posting or removing notices, or writing in any form on bulletin boards of district property at any time without specific authority of the administration.
23. Immoral conduct or indecency including abusive and/or foul language.
24. Smoking in an unauthorized area.
25. Failure to follow district dress code.
26. Abuse of "breaks" (rest periods) or meal period policies.
27. Poor workmanship.

17.9 JOB ABANDONMENT

An employee shall have abandoned his/her job when the employee has failed to call in and directly notify the supervisor of the reason for absence from work for three (3) consecutive workdays. Job abandonment will also occur when an employee fails to return to work or directly notify the supervisor of the reason for absence within three (3) consecutive working days after any approved leave of absence, disciplinary suspension or extended medical

leave. When an employee has abandoned his/her job, that employee shall be immediately terminated from Chickasha Public Schools employment. Such termination shall be a voluntary resignation and shall not be subject to the grievance procedure.

ARTICLE XVIII: REDUCTION IN SUPPORT PERSONNEL WORK FORCE

18.1 It is the policy of the Board that every reasonable effort shall be made to avoid a reduction in force at any level. However, when it becomes necessary to reduce the number of full-time or part-time support personnel employees due to lack of work or lack of funds in a particular area, the following criteria will govern their release.

An employee is considered to be a full-time employee if the number of hours worked is the maximum number of hours customarily worked in that position if that position is designated as a full-time position by the Board. A reduction in force may occur for lack of work or lack of funds.

18.2 Whenever a reduction in force becomes necessary, all notices of layoffs shall be provided in the policy covering suspension, demotion or termination of support personnel. All notices shall be by written communication from the Board of Education or the designated representative of the Board to the concerned support personnel.

18.3 The number of people affected by a reduction in force will be kept to a minimum by not employing replacements for those who resign, retire or otherwise vacate a position in so far as is practical.

18.4 Any layoff shall begin by first dismissing any temporary or part-time employees, in that order, within the job categories affected. These employees shall be laid off at the discretion of the Board or the Board's designee. Job categories shall be the following; this is not to be considered the order for lay offs.

- | | |
|------------------------------|------------------------|
| a. Building Assistants | f. Board Clerk |
| b. Bus Drivers | g. Secretaries |
| c. Maintenance | h. Custodial |
| d. Child Nutrition Personnel | i. Teacher Assistants |
| e. Board Treasurer | j. Deputy Treasurer |
| | k. Act/Lunch Custodian |

18.5 If the normal attrition and the release of temporary or part-time employees does not sufficiently reduce the support staff, the following items will be considered in the reduction process in the order they are listed.

1. History of good performance, with few or no reprimands.
2. Qualified for job training and experience.
3. History of good attendance and punctuality.
4. When all employees within a category meet the above qualifications, layoffs shall be on the basis of seniority within each general job category.

Supervisors and directors shall serve at the pleasure of the Board and will not be subjected to the prescribed seniority order for reduction in force. Seniority shall be defined as continuous length of service as a support employee within the district. Employees who are laid off as a result of reduction in force and subsequently reinstated shall retain cumulative

seniority for all periods worked since the last hire except for the period of layoff.

- 18.6 An employee who takes voluntary demotions or voluntary reduction in assigned time in lieu of layoff shall be returned to a higher position, the original position with a step raise or a position with more hours as vacancies become available as the employee chooses.
- 18.7 A board of review will hear any appeal by a support employee concerning the administration of this reduction in force policy. The board of review will be made up of six members. Three members will be selected by CASE and three members will be selected by the administration. The board of review will make a recommendation to the Board. An employee has ten (10) working days to appeal a written notice of non-reemployment. The employee must notify the Superintendent by certified mail if a review of the decision is desired. Bumping will be permitted within job categories but not from one category to another. **For example**; a secretary from Bill Wallace Early Childhood could bump a secretary from Grand Avenue Elementary, but she could not bump a food service employee or Board Clerk.
- 18.8 Support employees who have been dismissed as a result of reduction in force shall be recalled in reverse order of reduction (last to leave, first to be recalled) to fill any vacancy that occurs within their job category within the succeeding school year.

ARTICLE XIX: EVALUATION

- 19.1 At the time of employment all new employees will be advised as to evaluation procedure and instruments.
- 19.2 Evaluations shall be conducted by supervisory personnel who have the responsibility to make recommendations for renewal or non-renewal of the employee contract and shall be conducted openly.
- 19.3 Each employee shall be evaluated at least once each year after he/she has completed his/her probation period.
- 19.4 The support employee will be given a copy of the evaluation report during a conference with the evaluating supervisor.
- 19.5 The support employee may respond to an evaluation within ten (10) working days and such response will be attached to the evaluation report and made a part of the record. Evaluations shall be maintained in the support employee's personnel file. After one year the evaluation report may be removed from the file by mutual agreement between the support employee and the Superintendent or his designee.
- 19.6 Any complaint regarding an employee that may affect the support employee's continued employment shall be made in writing and shall be called to the attention of the employee. Said employee shall have the right to respond to the complaint if it is to be placed in the employee's personnel file.
- 19.7 If the supervisor considers the employee's work to be unsatisfactory in some area(s), a written statement detailing the problem(s) will be issued to the employee. The supervisor will discuss the problem(s) with the employee and offer written suggestions for improvement. Failure to make the desired improvement within a reasonable amount of time that has been specified by the supervisor may result in dismissal.
- 19.8 The Support personnel appraisal form is attached as an Appendix A.

ARTICLE XX: SICK LEAVE AND ACCUMULATION

- 20.1 Full time support personnel shall receive **one (1) day** sick leave for each month of service. Part-time support personnel shall receive an equal number of hours for sick leave per month as they work per day. Example; a person working four (4) hours per day will get four (4) hours of sick leave per month. Sick leave shall be cumulative to one hundred and twenty (120) days for purposes of the state's retirement system and for District severance pay. For personal need, sick leave is accumulative without limit.
- 20.2 Sick leave may be used for personal accidental injury, illness or pregnancy or accidental injury or illness of the support employee's immediate family. "Immediate family" shall include spouse, mother, father, children, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchildren and grandparents of employee or employee's spouse or a person living in the support employee's home who is part of the family.
- 20.3 The number of days of accumulated sick leave, if possible, shall be shown on the support Personnel's individual contract each year.
- 20.4 Upon retirement or leaving the District, each employee will be paid twenty (20) dollars per day for each unused sick leave day accumulated within the District. This applies when the employee has given twenty (20) or more working days' notice. If the employee has given less then 20 working days' notice, ten (10) dollars per day for each unused sick leave day will be awarded. If the employee is contracted for less than seven and a half (7.5) hours per day, the sick leave rate will be prorated according to the number of daily contracted hours.
- 20.5 For accumulation and buy back purposes the amount of sick leave to be allowed in accumulation and subsequently in buy back provisions of this contract, prior to July 1, 1987, shall not exceed the maximum accumulation allowed by board policy in effect at that time. Example; An employee employed by the Chickasha Public Schools before the first contract was negotiated by CASE was allowed to accumulate sick leave days only in the amount provided for in Board policy. If the Board allowed sixty (60) days accumulation then the employee could accumulate sixty (60) days. Any days beyond the sixty (60) accumulated is lost at that time and cannot be recalled to count toward a higher accumulation amount that was negotiated later.
- 20.6 Sick leave summaries will be provided to employees each month, with the exception of May.

ARTICLE XXI: EMERGENCY LEAVE

- 21.1 Each support employee will be granted **three (3) days** paid emergency leave each school year. Emergency leave may be taken upon the approval of the Superintendent or his designee for emergency situations such as, **but not limited to**:
1. Incidents or circumstances which result in significant damage by unexpected acts or forces.
 2. Illness or injury presenting a substantial likelihood of loss of life, limb or significant bodily function to members of employee's immediate family as defined in "sick leave."

ARTICLE XXII: PERSONAL BUSINESS LEAVE

- 22.1 The Board shall provide **three (3) days personal business** leave to each support employee each year. The three (3) days will be paid by the Board.
- 22.2 Personal business leave may be used for personal business matters, such as: personal legal, household and/or business that must be conducted during normal working hours of the employee requesting the leave.
- 22.3 Personal business leave shall not be taken for pleasure trips, recreation or vacation, seeking or interviewing for other employment, performing a service for compensation, participation in professional activities, or participating in political activities.
- Except in cases of emergency, personal business leave shall not be used during the first two days of school for students; likewise, personal business leave shall not be used immediately preceding or following a holiday period unless a request is submitted to the Superintendent of schools (or his/her designee) at least ten (10) working days before the requested day of leave and the request is approved.
- 22.4 Unused personal business leave will be transferred to sick leave at the end of each school year.

ARTICLE XXIII: LEAVES OF ABSENCE

- 23.1 Upon approval by the Board, support employees may be granted an unpaid leave of absence of one year. These leaves may include educational, political, or any leave that does not qualify for the Family Medical Leave Act and other legitimate reasons. Upon request of the employee and approval by the Board, the leave may be extended beyond one year. Other leave allowances will not accrue or diminish while employee is on leave. The employee may arrange payments of professional organization dues and insurance program premiums as long as there is no conflict in the provisions of the insurance policy. All maternity, parental and illness leaves of absence that qualify for the Family Medical Leave Act will follow guidelines set forth for the FMLA program and will run concurrent with the aforementioned leave.
- 23.2 Notifications of return from leave of absence shall be filed with the Superintendent no less than thirty (30) calendar days preceding end of leave. Any support employee who fails to file a notification of return terminates his/her employment with the Board at the expiration of his/her leave of absence.
- 23.3 Employee returning to work from leave will be reinstated at the same job classification held by the employee at the time leave was granted. Employees returning from leave will be reinstated without loss of benefits including accrued leave, seniority or status of pay scale.

ARTICLE XXIV: ASSOCIATION LEAVE

- 24.1 The Board shall provide CASE with **Fourteen (14) days** paid leave for the purpose of conducting Association business. Employees taking Association Leave will not suffer any loss of salary or benefits.
- 24.2 The CASE President will advise the Superintendent of intent to use Association leave day(s) at least one (1) day prior to the day the leave is to be taken.

ARTICLE XXV: BEREAVEMENT LEAVE

25.1 Each support employee will be granted bereavement leave in each instance of the death of a member of the support employee’s immediate family including spouse, mother, father, brother, sister, aunt, uncle, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandchildren and grandparents of the employee or employee’s spouse or a person living in the support employee’s home who is part of the family as follows:

- Within State 4 school days
- Outside the State 6 school days
- Spouse/Immediate Children 10 school days

25.2 One of the days granted must be the day the burial service is held. These days will be in addition to days allowed in the sick leave policy.

25.3 Support employees may use one day of bereavement leave each year to attend funeral services of a person or persons who are not part of the immediate family as described in section 25.1 of this article.

ARTICLE XXVI: JURY DUTY LEAVE

26.1 Support employees shall be granted leave for jury duty or for services as a witness subpoenaed in a criminal, civil, or juvenile proceeding and shall pay the support employee during such service the full contract salary.

26.2 Any money paid to the support employee for jury duty or witness service may be required to be paid to the District by the employee; however, in instances where the employee makes an effort to be on duty as much as possible during such duty or service, this will not be required.

ARTICLE XXVII: HOLIDAYS

27.1 The Board will recognize the following holidays for full and part-time support employees.

- Labor Day (1)**
- Thanksgiving (3)**
- Christmas (3)**
- Independence Day (1)**
- Martin Luther King (1)**
- New Year’s Day (2)**
- Easter/Good Friday (1)-Only if classes are dismissed**
- Memorial Day (1) (2)(2nd)when Easter/Good Friday is not a Holiday/i.e. in class on good Friday**

These days will be recognized for any employee whose contract is in effect during those days. For example, Independence Day will be a holiday, without loss of pay, for those support employees on a twelve (12) month contract.

ARTICLE XXVII: VACATIONS

28.1 An employee shall be entitled to a vacation upon completion of one full year of continuous service to the district. Definition: The date the Board approved employment of a support employee shall serve as the date to be used in determining years of continuous service.

- a. No employee shall be entitled to a vacation until completion of one full year of continuous service. Definition: The date the Board approved employment of a support employee shall serve as the date to be used in determining years of continuous service. An employee shall complete an additional year of continuous service upon completion of each 365 consecutive calendar days (1 calendar year) of employment within the District.
- b. In determining years of continuous service for vacations, only those years of continuous service as a twelve month employee shall be used in determining the amount of vacation a support employee shall accrue, except as provided in Article 28.5.
- c. The employee will be entitled to one **(1) week** of vacation after completion of **one full year** of continuous service as a twelve month employee.
- d. After an employee has completed **three (3) years** of continuous service as a twelve month employee, the employee shall be entitled to **two (2) weeks** of vacation per year.
- e. After an employee has completed **six (6) years** of continuous service as a twelve month employee, the employee shall be entitled to **three (3) weeks** of vacation per year.
- f. After an employee has completed **Fifteen (15) years** of continuous service as a twelve month employee, the employee shall be entitled to **four (4) weeks** of vacation per year.
- g. The date of employment shall serve as the date of twelve month employment entitlement in determining vacations. Vacations are not earned on a per month basis, with the exception provided in Article 28.5 below. Vacations are earned each year upon completion of a full year of continuous service, thus the entry year constitutes the first year of service in which vacation is earned.

EXAMPLE: Employee comes to work on June 30, 1991. This employee is entitled to a one week vacation after working through June 29, 1992; two weeks of vacation after working through June 29, 1994; three weeks of vacation after working through June 29, 1997; four weeks of vacation after June 29, 2011.

- 28.2 Vacations will be taken at a time mutually agreed upon by the employee and his/her supervisor.
- 28.3 Employees may carry over a maximum of ten (10) days. The employee should exercise restraint in requesting vacation days during the peak period of July 15 through August 31 in keeping with the core purpose of Chickasha Public Schools.
- 28.4 Any vacation accrued but not taken by the employee shall be paid to the employee upon termination.

EXAMPLE: Employee comes to work on June 30, 1991. This employee is entitled to one week vacation after the completion of work on June 29, 1992. If this employee leaves employment of the District before June 29, 1993 and has not taken all of his/her vacation, said employee shall be paid in full his/her regular rate of pay for the days of unused vacation accrued to date as of June 30, 1992 and not used prior to leaving employment of the District.

- 28.5 Any employee who transfers from a position within the district after July 1, 2004, in which said employee works less than twelve-months-per-year, to a twelve-months-per-year position shall have their prior service in the former position(s) considered for vacation accrual. The formula for calculation shall be the total number of months worked for the

district prior to transfer divided by twelve. The quotient shall be the number of years and months of service used to figure vacation accrual only.

ARTICLE XXXIX: PAY PERIODS

- 29.1 Employees will be paid monthly for time calculated on the calendar month or the yearly salary divided into 10, 11 or 12 equal payments, whichever method the employee chooses at the beginning of the contract year or the beginning of employment if hired during the contract year. In no instance will a support employee be paid before services are performed. The only exception would be in the employee's incipient (first) paycheck where the twelve month employee is paid for two weeks in advance. Such advance will be calculated and removed from the employee's paycheck upon termination of service.
- 29.2 Employees will be paid on the 15th of each month worked or Friday preceding the 15th, if the 15th falls on a weekend or holiday

ARTICLE XXXI: MEDICAL, DENTAL, VISION, LIFE INSURANCE

- 31.1 The Board agrees to pay **\$75.19** of the support employee's insurance premium, who by full time contract works twenty or more hours per week as long as their monthly salary amount exceeds the amount of the insurance premium and their insurance premium deduction equals or exceeds the \$75.19 amount. To receive this benefit the employee must participate in the Board adopted insurance program.

ARTICLE XXXII: RETIREMENT

- 32.1 The Board agrees to pay **thirty (30) percent** of each employee's contribution to the Teachers' Retirement System of Oklahoma.
- 32.2 For retirement purposes, the Board agrees to establish and maintain a record of all sick leave days that each support employee could have accumulated if there has been no accumulation limit. The Board further agrees to provide verification of such accumulation to the Teachers' Retirement System of Oklahoma upon request of the retiring support employee.

ARTICLE XXXIII: WORKER'S COMPENSATION

- 33.1 The Board agrees to provide a comprehensive Worker's Compensation program at no cost to the employee. This program covers any injury/illness sustained as a result of and in the course of employment that requires medical treatment. Worker's Compensation coverage provides benefits subject to the Rules of the Worker's Compensation court Title 85 of Oklahoma statutes.

Any employee who sustains a compensable work-related injury/illness has the right to file a claim with the Worker's Compensation Court and should inform his/her supervisor immediately. No matter how minor an on the job injury may appear, it is important that it be reported as soon as possible. This will enable the eligible employee to qualify for benefits as quickly as possible. An injured employee may be required to be examined by a doctor selected by the Chickasha Public Schools. Worker's Compensation will be disallowed for the first three calendar days of a disability caused by an injury. Sick leave must be used for these days. Sick leave will not be paid for any day's absence for which the employee received compensation pursuant to the Worker's Compensation Act. Benefits will not be paid if the injury/illness is proven to be self-inflicted, fighting, the use of drugs or alcohol, a failure to use proper safeguard and/or equipment, or a failure to observe proper safety precautions. Neither the Chickasha School District nor the insurance provider will be liable for the payment of worker's compensation benefits for injuries during an employee's voluntary participation in any off-duty athletic, recreational or social activities.

33.2 The Board agrees to abide by Section 720 of the School Laws of Oklahoma dated 1988 entitled "Injuries Sustained by School Personnel in Performance of Duties – Continued Payment of Contract Salary." This section provides that any public school personnel employee, who is unable to continue his/her contract of employment as a result of injury sustained in the reasonable performance of his/her duties from:

1. Assault by a pupil, relative of a pupil or person of the pupil's household or
2. Injury sustained as a result of quelling or attempting to quell or stop a fight, disorder or any disturbance related to a school function or activity shall be paid his/her full contract salary for the remainder of that school year or contract year or period, whichever is applicable, or for such period of time thereof as he/she is prevented from working as a result of injuries sustained or job loss caused by such injuries during said school year or contract year or period for which his/she had been employed and during which he/she was injured not to exceed in any event the term of the contract.

EXAMPLE: A custodian who is injured attempting to stop a fight or other disturbance on the school ground shall be paid his/her full salary for the time he/she is unable to do his/her job due to the injury. The continued payment of salary shall not exceed the term of the employee's contract. The injury mentioned above must have been sustained in the reasonable performance of the employee's duties.

ARTICLE XXXIV: ACTIVITIES PASSES

34.1 The employee, employee's spouse and his/her family members (children 18 years of age and under) will be granted free passes to all activities not sponsored by the Oklahoma Secondary Schools Activity Association.

ARTICLE XXXV: MILEAGE

35.1 The Board will reimburse support employees who are required to use their personal vehicle for transportation from one work location to another work location and then back to the original work location or who are required to use their personal vehicle for District business. The rate or reimbursement shall be the IRS rate in effect on the date the Board takes action on the request for reimbursement. Support employees must have authorization from their immediate supervisor prior to using their personal vehicle for District business or transportation between work locations that qualify for reimbursement.

ARTICLE XXXVI: EXTENSION OF THE WORK YEAR

36.1 The work year for support employees may be extended by mutual agreement between the employee involved, the immediate supervisor and the Superintendent.

ARTICLE XXXVII: GRIEVANCE PROCEDURE

37.1 I. Definitions

- A. A grievance is a complaint by a support employee that there has been as to him/her a violation, misinterpretation or misapplication of the provisions of this agreement.
- B. The term “grievant” shall mean the person or persons making the complaint.
- C. The term “days” shall mean working days of the support employee. Outside of the contract year of the support employee, “days” shall mean the working days of the supervisor involved at the level that the grievance is being processed.
- D. Parties in interest: A party in interest is the person or persons making the complaint, any person required to take action on the complainant or any person against whom an action might be taken to resolve the complaint.

II. Procedure for Filing a Grievance

A. Informal Resolution

- 1. A support employee with a grievance may first discuss it individually with the immediate supervisor within fifteen (15) days of the alleged violation, indicating article and section alleged to be violated, with the objective of resolving the matter informally. No written record will be made. The support employee and/or the immediate supervisor may have a representative present at this meeting if they so desire.
- 2. Any support employee who does not wish to utilize the informal resolution procedure or whose grievance was not resolved in the informal discussion may file a written grievance with his or her immediate supervisor within fifteen (15) days of the alleged violation or within fifteen (15) days after the informal discussion of the alleged violation.

B. Formal Resolution

1. Level I

- a. The grievant shall submit a written grievance to his/her immediate supervisor within fifteen (15) days of the alleged violation with the citation of the specific article, section and paragraph of this agreement alleged to have been violated and the specific remedy sought.
- b. The immediate supervisor shall schedule and hold a meeting within five (5) days after receipt of the written grievance. Persons present at this meeting will be the grievant, and if the grievant so desires, a representative of his/her own choosing, and if the immediate supervisor so desires, a person of his/her own choosing.
- c. The immediate supervisor will transmit his/her written decision with written reason within five (5) days after the Level I meeting to the grievant.

2. Level II
 - a. If the grievant is not satisfied with the Level I decision, he/she may submit a written appeal of the grievance to the Superintendent within five (5) days after receipt of the Level I decision. A copy of the original grievance and the Level I response shall be filed with the appeal.
 - b. The Superintendent, or his designee, who shall act as a Hearing Officer, shall schedule a hearing within five (5) days after the receipt of the appeal. Persons present at this hearing shall be the grievant, a representative of his/her own choosing and witnesses.
 - (1) The Superintendent, or his designee, shall be free to admit any testimony, evidence or exhibits deemed relevant in order to build as complete a record as necessary before rendering a decision.
 - (2) The Superintendent, or his designee, shall limit his/her decision to the facts as presented by the parties in interest and the impact on or conflict with this agreement.
 - (3) Within five (5) days after the hearing, the Superintendent or his designed shall transmit his/her decision in writing with written reasons therefore to the grievant and the grievant's immediate supervisor.

3. Level III
 - a. If the grievant is not satisfied with the decision rendered at Level II, he/she may submit a written appeal to the Board of Education within five (5) days after the receipt of the Level II decision. The written appeal shall be a specific statement of the basis for the appeal. A copy of the appeal shall be submitted to the person who acted as Hearing Officer at the Level II hearing.
 - (1) Within five (5) days after submitting the written appeal, the grievant and the hearing officer of the Level II appeal shall each submit to the Board a narrative together with copies of any exhibits or documents introduced at the Level II hearing. Each party shall furnish the other party copies of all materials furnished to the Board as soon as they are available.
 - b. The Board of Education shall set a Level III Hearing on the agenda of a regular school Board Meeting or may schedule a special meeting for the purpose of hearing the appeal if a regular meeting is not scheduled to be held within a reasonable time after the receipt of the appeal and supporting material. Persons present at the hearing will be the grievant and if the grievant so desires, a representative of his/her own choosing and witnesses for the grievant, the grievant's immediate supervisor, and a representative of his/her own choosing.
 - (1) If the Association is not the representative of the grievant, the Association representative shall have the right to be present at the hearing and shall be permitted to present the Association's views with respect to the grievance prior to the conclusion of the hearing.

- (2) At the conclusion of the hearing, the Board shall give its decision by vote of the members present and shall transmit its decision in writing to the grievant, the immediate supervisor, and the Association within five (5) days.

III. General Provisions

- A. If meetings and hearings involving the grievance procedure are held during the support employee's regular hours of assignment, all persons who are eligible to participate in the meeting or hearing will be released from his/her duties for that time and will not suffer loss of time or pay.
- B. The Association may file and/or process grievances only on those items that deal directly with the Association as an organization and not on those items that deal with the individual support employee. Grievance, if properly filed by the Association, will be filed at Level II.
- C. No reprisal of any kind will be taken by any party in interest because of his/her participation in any grievance procedure.
- D. If the time limits are not met, the grievant shall have the right to appeal the complaint to the next level.

CASE GRIEVANCE REPORT

Building _____ Assigment _____ Name of Grievant _____ Date Filed _____

LEVEL I

(Within 15 days from the time you became aware of condition for complaint)

A. Date cause of grievance occurred: _____

B. Statement of grievance: -----

Relief Sought: -----

Signature _____ Date _____

(Immediate Supervisor will arrange a meeting within five (5) days and provide in written form with five (5) days of meeting.)

C. Disposition of Immediate Supervisor: -----

Signature _____ Date _____

If additional space is needed in reporting Section B of Level I, attach an additional sheet.

LEVEL II

(If not satisfied with disposition of Level I or no decision has been rendered within 9 days of presentation of grievance.)

A. Date received by superintendent or his/her designee: _____

(Superintendent or designee shall arrange a meeting within five (5) days of appeal and provide his decision within five (5) days of meeting.)

B. Disposition of superintendent or designee: -----

Signature _____ Date _____

LEVEL III

(If not satisfied with disposition of Level II or no decision has been rendered within 10 days of meeting with superintendent or designee.)

A. Date submitted to Board _____

B. Disposition and award of Board: -----

Signature _____ Date _____

*NOTE: All provisions of Article _____ of the Agreement dated _____ '20 _____ will be strictly observed in the settlement of grievance.

ARTICLE XXXVIII: ABSENCE NOT COVERED BY LEAVE

38.1 When a twelve (12) month employee is absent from his/her duty and that absence is not covered by approved leave, after it is determined that the unexcused leave is not cause for dismissal or suspension, the employee will have the option of making up those hours if mutually agreed upon by the immediate supervisor and employee, to have those days deducted from his/her monthly payroll check or to have said days deducted from his/her vacation time.

ARTICLE XXXIX: OVERTIME

39.1 The Board agrees to abide by Board Policy and the Fair Labor Standards Act concerning overtime pay or compensatory time. However, no overtime will be worked without prior approval of the Superintendent or his designee.

ARTICLE XL: SECRETARIES WORK DAY

40.1 The regular work day for full time secretaries employed by Chickasha Public Schools shall be seven and one-half (7.5) hours.

40.2 The work day for full time secretaries employed by Chickasha Public Schools may be increased to eight (8) hours by mutual agreement between the secretary involved, the immediate supervisor and the Superintendent.

ARTICLE XLI: SITE-BASED DECISION MAKING

41.1 The Board and the Association agree to continue in its effort to develop and implement a site-based decision-making procedure within the parameters established within the OEA/NEA Learning Laboratory Initiative document signed by the President of the Association and the Superintendent of the Chickasha Public School NEA Learning Laboratory Initiative Site-Base School improvement document as adopted by the Board. The Board and the Association further agree that neither the Board nor the Association will lose any rights, privileges, duties or responsibilities currently provided to them by law, the negotiated contract or Board policy.

ARTICLE XLII: TERMS OF AGREEMENT/SIGNATURES

42.1 This agreement shall take effect upon ratification and signing by the presidents of the respective parties and will be in full force and effect through 12:00 midnight June 30th (current contract year). However, the provisions contained in this agreement will be in force retroactively to 12:01 a.m. July 1st (current contract year). Either party may commence negotiations for the terms of a successor agreement by written notification to the other party. If no notification is tendered prior to the expiration date set forth above, then all terms and conditions contained herein will be renewed for a period of one year from the expiration date shown. This agreement will be automatically renewed on a year to year basis thereafter unless either party submits notification that they desire to begin negotiations for the terms of a successor agreement.

In witness hereof the Board has caused this agreement to be signed by its President and CASE has caused this agreement to be signed by its President.

President of the Board

President of the Association

30.1 CHILD NUTRITION PERSONNEL

<u>YRS EXP</u>	<u>Asst. Leader</u>	<u>Dept. Head</u>	<u>Cook/ Server</u>
ENTRY YR	\$8.40	\$8.00	\$7.75
1	\$8.55	\$8.15	\$7.90
2	\$8.70	\$8.30	\$8.05
3	\$8.85	\$8.45	\$8.20
4	\$9.00	\$8.60	\$8.35
5	\$9.15	\$8.75	\$8.50
6	\$9.30	\$8.90	\$8.65
7	\$9.45	\$9.05	\$8.80
8	\$9.60	\$9.20	\$8.95
9	\$9.75	\$9.35	\$9.10
10	\$9.90	\$9.50	\$9.25
11	\$10.05	\$9.65	\$9.40
12	\$10.20	\$9.80	\$9.55
13	\$10.35	\$9.95	\$9.70
14	\$10.50	\$10.10	\$9.85
15	\$10.65	\$10.25	\$10.00
16	\$10.80	\$10.40	\$10.15
17	\$10.95	\$10.55	\$10.30
18	\$11.10	\$10.70	\$10.45
19	\$11.25	\$10.85	\$10.60
20	\$11.40	\$11.00	\$10.75
21	\$11.65	\$11.25	\$11.00
22	\$11.90	\$11.50	\$11.25
23	\$12.15	\$11.75	\$11.50
24	\$12.40	\$12.00	\$11.75
25	\$12.65	\$12.25	\$12.00

** Central Kitchen substitute will receive minimum wage

30.2

SECRETARIES

YRS EXPBldg Secretary

ENTRY YR	\$8.05
1	\$8.20
2	\$8.35
3	\$8.50
4	\$8.65
5	\$8.80
6	\$8.95
7	\$9.10
8	\$9.25
9	\$9.40
10	\$9.55
11	\$9.70
12	\$9.85
13	\$10.00
14	\$10.15
15	\$10.30
16	\$10.45
17	\$10.60
18	\$10.75
19	\$10.90
20	\$11.05
21	\$11.30
22	\$11.55
23	\$11.80
24	\$12.05
25	\$12.30

30.2 a The district will pay an additional \$1.00 (one dollar) per hour for each State approved certification held by the employee. Such certification may be obtained from Oklahoma Center for Business Management, Oklahoma State Department of Vocational and Technical Education and the like. The certification must be a district approved certification. An employee may only accumulate \$2 (two) dollars over their scale amount. This would be equal to two district approved certifications. All classes must be pre-approved by the Superintendent.

30.3 DEPUTY TREASURER, BOARD CLERK, ACTIVITY LUNCH FUND AND DIRECTOR'S ASSISTANT

Deputy Treasurer
Board Clerk

Director's Assistant
Activity Lunch Fund Custodian

ENTRY YR	\$11.00	\$9.40
1	\$11.15	\$9.55
2	\$11.30	\$9.70
3	\$11.45	\$9.85
4	\$11.60	\$10.00
5	\$11.75	\$10.15
6	\$11.90	\$10.30
7	\$12.05	\$10.45
8	\$12.20	\$10.60
9	\$12.35	\$10.75
10	\$12.50	\$10.90
11	\$12.65	\$11.05
12	\$12.80	\$11.20
13	\$12.95	\$11.35
14	\$13.10	\$11.50
15	\$13.25	\$11.65
16	\$13.40	\$11.80
17	\$13.55	\$11.95
18	\$13.70	\$12.10
19	\$13.85	\$12.25
20	\$14.00	\$12.40
21	\$14.25	\$12.65
22	\$14.50	\$12.90
23	\$14.75	\$13.15
24	\$15.00	\$13.40
25	\$15.25	\$13.65

30.3 a The district will pay an additional \$1.00 (one dollar) per hour for each State approved certification held by the employee. Such certification may be obtained from Oklahoma Center for Business Management, Oklahoma State Department of Vocational and Technical Education and the like. The certification must be a district approved certification. An employee may only accumulate \$2 (two) dollars over their scale amount. This would be equal to two district approved certifications. All classes must be pre-approved by the Superintendent.

30.4 CUSTODIANS

Head Custodians

YRS EXP PAY SCALE

ENTRY YR	\$8.00
1	\$8.15
2	\$8.30
3	\$8.45
4	\$8.60
5	\$8.75
6	\$8.90
7	\$9.05
8	\$9.20
9	\$9.35
10	\$9.50
11	\$9.65
12	\$9.80
13	\$9.95
14	\$10.10
15	\$10.25
16	\$10.40
17	\$10.55
18	\$10.70
19	\$10.85
20	\$11.00
21	\$11.25
22	\$11.50
23	\$11.75
24	\$12.00
25	\$12.25

Regular Custodians, CN Delivery

YRS EXP PAY SCALE

ENTRY YR	\$7.75
1	\$7.90
2	\$8.05
3	\$8.20
4	\$8.35
5	\$8.50
6	\$8.65
7	\$8.80
8	\$8.95
9	\$9.10
10	\$9.25
11	\$9.40
12	\$9.55
13	\$9.70
14	\$9.85
15	\$10.00
16	\$10.15
17	\$10.30
18	\$10.45
19	\$10.60
20	\$10.75
21	\$11.00
22	\$11.25
23	\$11.50
24	\$11.75
25	\$12.00

30.5 GROUNDS MAINTENANCE

YRS EXP

PAY SCALE

ENTRY YR	\$7.90
1	\$8.05
2	\$8.20
3	\$8.35
4	\$8.50
5	\$8.65
6	\$8.80
7	\$8.95
8	\$9.10
9	\$9.25
10	\$9.40
11	\$9.55
12	\$9.70
13	\$9.85
14	\$10.00
15	\$10.15
16	\$10.30
17	\$10.45
18	\$10.60
19	\$10.75
20	\$10.90
21	\$11.15
22	\$11.40
23	\$11.65
24	\$11.90
25	\$12.15

** Summer Crew will receive minimum wage

30.6 MAINTENANCE PERSONNEL

YRS EXP Unlicensed Licensed I Licensed II Licensed III

ENTRY YR	\$9.35	\$12.35	\$13.10	\$13.85
1	\$9.50	\$12.55	\$13.30	\$14.05
2	\$9.65	\$12.75	\$13.50	\$14.25
3	\$9.80	\$12.95	\$13.70	\$14.45
4	\$9.95	\$13.15	\$13.90	\$14.65
5	\$10.10	\$13.35	\$14.10	\$14.85
6	\$10.25	\$13.55	\$14.30	\$15.05
7	\$10.40	\$13.75	\$14.50	\$15.25
8	\$10.55	\$13.95	\$14.70	\$15.45
9	\$10.70	\$14.15	\$14.90	\$15.65
10	\$10.85	\$14.35	\$15.10	\$15.85
11	\$11.00	\$14.55	\$15.30	\$16.05
12	\$11.15	\$14.75	\$15.50	\$16.25
13	\$11.30	\$14.95	\$15.70	\$16.45
14	\$11.45	\$15.15	\$15.90	\$16.65
15	\$11.60	\$15.35	\$16.10	\$16.85
16	\$11.75	\$15.55	\$16.30	\$17.05
17	\$11.90	\$15.75	\$16.50	\$17.25
18	\$12.05	\$15.95	\$16.70	\$17.45
19	\$12.20	\$16.15	\$16.90	\$17.65
20	\$12.35	\$16.35	\$17.10	\$17.85
21	\$12.60	\$16.60	\$17.35	\$18.10
22	\$12.85	\$16.85	\$17.60	\$18.35
23	\$13.10	\$17.10	\$17.85	\$18.60
24	\$13.35	\$17.35	\$18.10	\$18.85
25	\$13.60	\$17.60	\$18.35	\$19.10

The license referred to in the salary schedule is a journeyman's license. The District will pay an additional \$2.00 per hour for each contractor's license that the District requires.

The District will reimburse the employee the cost of the annual renewal of these licenses.

The district will pay an additional \$2.00 per hour for the Maintenance Supervisor's position.

30.7 BUS MECHANIC AND MECHANIC'S HELPER

YRS EXP Mechanic's Helper Mechanic I Mechanic II Mechanic III

ENTRY YR	\$8.80	\$10.85	\$11.60	\$12.35
1	\$8.95	\$11.05	\$11.80	\$12.55
2	\$9.10	\$11.25	\$12.00	\$12.75
3	\$9.25	\$11.45	\$12.20	\$12.95
4	\$9.40	\$11.65	\$12.40	\$13.15
5	\$9.55	\$11.85	\$12.60	\$13.35
6	\$9.70	\$12.05	\$12.80	\$13.55
7	\$9.85	\$12.25	\$13.00	\$13.75
8	\$10.00	\$12.45	\$13.20	\$13.95
9	\$10.15	\$12.65	\$13.40	\$14.15
10	\$10.30	\$12.85	\$13.60	\$14.35
11	\$10.45	\$13.05	\$13.80	\$14.55
12	\$10.60	\$13.25	\$14.00	\$14.75
13	\$10.75	\$13.45	\$14.20	\$14.95
14	\$10.90	\$13.65	\$14.40	\$15.15
15	\$11.05	\$13.85	\$14.60	\$15.35
16	\$11.20	\$14.05	\$14.80	\$15.55
17	\$11.35	\$14.25	\$15.00	\$15.75
18	\$11.50	\$14.45	\$15.20	\$15.95
19	\$11.65	\$14.65	\$15.40	\$16.15
20	\$11.80	\$14.85	\$15.60	\$16.35
21	\$12.05	\$15.10	\$15.85	\$16.60
22	\$12.30	\$15.35	\$16.10	\$16.85
23	\$12.55	\$15.60	\$16.35	\$17.10
24	\$12.80	\$15.85	\$16.60	\$17.35
25	\$13.05	\$16.10	\$16.85	\$17.60

The mechanic will be paid on the level he/she consistently demonstrates his/her ability to perform. The level a mechanic is paid on will be determined by the Transportation Coordinator, Director of Transportation and Assistant Superintendent.

The mechanic is required to furnish his/her own tools used in performance of his/her duties. The District will provide large specialty tools or equipment needed for the garage.

LEVEL I:

Change oil, filters, grease, change headlights, marker lights, belts, daily maintenance, valve cover gaskets, oil pan gaskets, water pumps, fuel pumps, alternators and starters.

LEVEL II:

Same as level I plus engine tune up, drive line repair, brake shoes, repair and overhaul small engines, vehicle inspection certificate.

LEVEL III:

Same as level II plus overhaul gas and diesel engines, repair transmissions, electrical systems, air brake systems, welding, head gaskets, total brake systems, rear axle, minor body repair, license air conditioning, vehicle inspection certification and any new requirement from state or federal level, etc.

30.8 SKILLED LABOR

<u>YRS EXP</u>	<u>HELPER</u>	<u>LEVEL I</u>	<u>LEVEL II</u>	<u>LEVEL III</u>
0	\$7.75	\$9.45	\$10.20	\$10.95
1	\$7.90	\$9.60	\$10.35	\$11.10
2	\$8.05	\$9.75	\$10.50	\$11.25
3	\$8.20	\$9.90	\$10.65	\$11.40
4	\$8.35	\$10.05	\$10.80	\$11.55
5	\$8.50	\$10.20	\$10.95	\$11.70
6	\$8.65	\$10.35	\$11.10	\$11.85
7	\$8.80	\$10.50	\$11.25	\$12.00
8	\$8.95	\$10.65	\$11.40	\$12.15
9	\$9.10	\$10.80	\$11.55	\$12.30
10	\$9.25	\$10.95	\$11.70	\$12.45
11	\$9.40	\$11.10	\$11.85	\$12.60
12	\$9.55	\$11.25	\$12.00	\$12.75
13	\$9.70	\$11.40	\$12.15	\$12.90
14	\$9.85	\$11.55	\$12.30	\$13.05
15	\$10.00	\$11.70	\$12.45	\$13.20
16	\$10.15	\$11.85	\$12.60	\$13.35
17	\$10.30	\$12.00	\$12.75	\$13.50
18	\$10.45	\$12.15	\$12.90	\$13.65
19	\$10.60	\$12.30	\$13.05	\$13.80
20	\$10.75	\$12.45	\$13.20	\$13.95
21	\$11.00	\$12.70	\$13.45	\$14.20
22	\$11.25	\$12.95	\$13.70	\$14.45
23	\$11.50	\$13.20	\$13.95	\$14.70
24	\$11.75	\$13.45	\$14.20	\$14.95
25	\$12.00	\$13.70	\$14.45	\$15.20

Skilled labor personnel will be paid on the level they consistently demonstrate their ability to perform. The level of pay will be determined by the Director of Maintenance and the Assistant Superintendent.

Helper must be able to follow directions, have some knowledge of tools, knowledge of proper use of tools, have the ability to assist whenever needed.

LEVEL I:

Know names of tools, ability to do light framing and light trim carpentry, ability to measure, hang drywall, ability to do general repair such as: hang bulletin boards, carpet repair, ceiling repair, tile repair and etc.

LEVEL II:

In addition to Level I skills - know how to do the following: tape and bed drywall, texture and finish drywall, hang doors and install hardware, build and repair shelving and cabinets, cut and replace glass, install and replace windows, rough framing and etc.

LEVEL III:

In addition to Level II - have some knowledge of electrical, plumbing and asbestos. Know how to do the following: set forms and pour concrete, tie steel, install ceiling grid metal frame, repair door frames, repair roofs, finish carpentry and trim, and build or finish by blue prints.

30.9 Building Assistants, Library Assistants, Permanent Sub,
Mail Delivery Person, ISS, Bus Monitor and any
new person that would start as a Nurse Assistant

YRS Exp Payscale for Above Paraprofessional/Teacher's Assist
ACE Tutor

ENTRY YR	\$7.75	\$8.35
1	\$7.90	\$8.50
2	\$8.05	\$8.65
3	\$8.20	\$8.80
4	\$8.35	\$8.95
5	\$8.50	\$9.10
6	\$8.65	\$9.25
7	\$8.80	\$9.40
8	\$8.95	\$9.55
9	\$9.10	\$9.70
10	\$9.25	\$9.85
11	\$9.40	\$10.00
12	\$9.55	\$10.15
13	\$9.70	\$10.30
14	\$9.85	\$10.45
15	\$10.00	\$10.60
16	\$10.15	\$10.75
17	\$10.30	\$10.90
18	\$10.45	\$11.05
19	\$10.60	\$11.20
20	\$10.75	\$11.35
21	\$11.00	\$11.60
22	\$11.25	\$11.85
23	\$11.50	\$12.10
24	\$11.75	\$12.35
25	\$12.00	\$12.60

30.11 BUS DRIVERS

ENTRY YR	\$11.45
1	\$11.60
2	\$11.75
3	\$11.90
4	\$12.05
5	\$12.20
6	\$12.35
7	\$12.50
8	\$12.65
9	\$12.80
10	\$12.95
11	\$13.10
12	\$13.25
13	\$13.40
14	\$13.55
15	\$13.70
16	\$13.85
17	\$14.00
18	\$14.15
19	\$14.30
20	\$14.45
21	\$14.70
22	\$14.95
23	\$15.20
24	\$15.45
25	\$15.70

Drivers will be paid an additional \$350.00 per year to perform the following duties:

1. Inspect bus daily
2. Attend monthly safety meetings
3. Fuel bus
4. Work with principals on bus rider problems
5. Help in transporting bus to shop
6. Washing and cleaning bus

Substitute bus drivers will be paid \$10 an hour. Full time district employees who substitute will be paid time and a half of his/her regular pay for the time that exceeds 40 work hours during the week.

Bus Mechanic and Mechanic Helper that are not hired as bus drivers that are asked on a regular basis to drive a bus shall receive the \$350.00 allowance per year for performing routine transportation duties as per contract

BUS DRIVER/GROUNDS

262 DAYS

ENTRY YR	
1	\$9.35
2	\$9.50
3	\$9.65
4	\$9.80
5	\$9.95
6	\$10.10
7	\$10.25
8	\$10.40
9	\$10.55
10	\$10.70
11	\$10.85
12	\$11.00
13	\$11.15
14	\$11.30
15	\$11.45
16	\$11.60
17	\$11.75
18	\$11.90
19	\$12.05
20	\$12.20
21	\$12.35
22	\$12.60
23	\$12.85
24	\$13.10
25	\$13.35
	\$13.60

Drivers will be paid an additional \$350.00 per year to perform the following duties:

1. Inspect bus daily
2. Attend monthly safety meetings
3. Fuel bus
4. Work with principals on bus rider problems
5. Help in transporting bus to shop
6. Washing and cleaning bus

Substitute bus drivers will be paid \$10 an hour. Full time district employees who substitute will be paid time and a half of his/her regular pay for the time that exceeds 40 work hours during the week.

Bus Mechanic and Mechanic Helper that are not hired as bus drivers that are asked on a regular basis to drive a bus shall receive the \$350.00 allowance per year for performing routine transportation duties as per contract

BUS MONITOR/GROUNDS

262 DAYS

YRS EXP

PAY SCALE

ENTRY YR	\$7.85
1	\$8.00
2	\$8.15
3	\$8.30
4	\$8.45
5	\$8.60
6	\$8.75
7	\$8.90
8	\$9.05
9	\$9.20
10	\$9.35
11	\$9.50
12	\$9.65
13	\$9.80
14	\$9.95
15	\$10.10
16	\$10.25
17	\$10.40
18	\$10.55
19	\$10.70
20	\$10.85
21	\$11.10
22	\$11.35
23	\$11.60
24	\$11.85
25	\$12.10

30.12

INTERPRETERS

Certification

PAY SCALE FOR ABOVE

QAST I	\$16.45
QAST II	\$18.45
QAST III	\$22.45

2013-14

APPENDIX

PROCEDURAL AGREEMENT Between Chickasha Board of Education And Chickasha Association of Support Employees

I. PURPOSE

1.1 The Board of Education of the Chickasha Public Schools and the Chickasha Association of Support Employees recognize the need for an orderly process of communication for administering employer/employee relations which conform with Oklahoma Statutes 70 O.S. § 509.1 through 509.10.

II. RECOGNITION

2.1 This Agreement is made and entered into by and between the Chickasha Association of Support Employees (CASE), hereinafter termed the "Association" and Chickasha Independent School District of Grady County, Oklahoma, hereinafter termed the "District". The governing body of the District is the Board of Education, hereinafter termed the "Board".

2.2 The Board hereby recognizes the Association as the exclusive negotiation representative for the bargaining unit consisting of all employees who are not required by the position for which they are employed to be a principal, licensed or certified as teachers, superintendent or other certified or non-certified administrator of Chickasha Public Schools. Employees of the district with access to confidential, labor relations information of the school district and managerial employees whose responsibilities include making employment recommendations to the superintendent and for which the position does not require a certificate, shall be excluded from this or other bargaining units. Also excluded is any employee position agreed to be excluded from the bargaining unit by the association and the district. Any person who desires not to be represented by the Association may so state in writing to the Board.

2.3 The following positions shall be excluded from the bargaining unit:

- Secretaries to the Assistant Superintendents
- Assistants to the Director of Finance/ Personnel
- Child Nutrition (Food Service) Leader
- Encumbrance Clerk
- Personnel/Payroll Specialist

III. SCOPE OF BARGAINING

3.1 The Board and the Association agree to negotiate in good faith on wages, hours, fringe benefits and other terms and conditions of employment.

3.2 The Board retains and reserves unto itself, without limitations, all powers, rights and authority conferred upon and vested in it by State and Federal law, including the right to make policy, rules and regulations which are not inconsistent with the Negotiated Agreement.

3.3 There shall be no negotiations on inherent managerial responsibilities including but not limited to the functions and programs of the District, the establishment of the District budget, the organizational structure of the schools and the selection of personnel.

IV. NEGOTIATIONS PROCEDURES

4.1 Negotiation Teams

4.1.1 The Board and the Association shall each exchange in writing, at the first negotiation session, the names of not more than five (5) persons who shall serve as their respective representatives for negotiations pursuant to the provisions of this Agreement. Each party shall also designate the person on its team who will serve as spokesperson. Neither party shall attempt to exert influence over the other party's selection of representatives.

4.2 Opening Negotiations

4.2.1 Between April 1 and April 30 of each ensuing year, either the Association or the Board shall submit a written request for negotiations to commence to the other party, if it desires there to be negotiations for that year. If no such request is made during the time period above, negotiations will not take place for the ensuing

year.

4.2.2 The first negotiations session shall occur on a mutually agreeable date not more than sixty (60) days from the date of the written request to open negotiations.

4.2.3 The Association shall submit all of its negotiation proposals at the first session. The Board shall submit all of its negotiation proposals at the first session. Subsequent proposals may only be submitted upon mutual agreement of the parties.

4.3 Negotiations Sessions

4.3.1 Only members of the respective negotiation teams may be present during negotiation sessions. Other parties may be permitted to be present only by mutual agreement of the parties. The chief negotiator of each team will be the spokesperson for his/her team. By mutual agreement of the chief negotiators any team member may speak to an issue on the table. During negotiation sessions, either team may elect to caucus at any time.

4.3.2 No recordings or official transcripts shall be made without mutual agreement of the parties.

4.3.3 Negotiations will only be conducted between the representatives of the parties and only in regular negotiation sessions at the times, dates, and places mutually agreed upon by the parties. The time, date, place and agenda of subsequent sessions will be set by mutual agreement of the parties prior to the close of each negotiation session.

4.3.4 Negotiation sessions shall be scheduled at times which will not interfere with the employee work day and the educational programs of the district.

4.4 Tentative Agreement

4.4.1 Both parties agree that it is their mutual responsibility to empower their respective representatives with the necessary authority to make proposals, to consider proposals and counter proposals in the course of negotiations, and to reach tentative agreements subject to ratification by the Board and the Association.

4.4.2 When tentative agreement is reached on any item, it shall be reduced to writing, and signed and dated by the spokesperson of each team. When tentative agreement is reached on all items, they shall be submitted first by the Association to the employees for ratification and then by the Superintendent to the Board for ratification.

V. IMPASSE

5.1 If negotiations are not successfully concluded by the first day of school an impasse shall exist. At any earlier time following the initial negotiation session, either party may declare an impasse, or, by mutual agreement of the parties, the date for declaring impasse may be extended beyond the first day of school.

5.2 Within two (2) days of such declaration, the parties may, by mutual agreement, request the services of the Federal Mediation and Conciliation Service.

5.3 If the mediation process has been utilized and has failed to bring about agreement on all items, or if the mediation process was not utilized, the unresolved items shall be submitted to fact finding as follows:

5.3.1 A fact finding committee consisting of three (3) members shall be formed. One (1) member shall be selected by the Association, 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.

5.3.2 The committee shall meet with the Board's and the Association's negotiation representatives for the purpose of fact finding.

5.3.3 Within five (5) days after the selection of a chairperson, 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.

5.3.4 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 Association shall assume the expenses of the representative selected by the Association, and the expenses of the third member shall be shared equally by the Board and the Association.

5.3.5 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.

5.3.6 All hearings by the fact finding committee shall be conducted in closed session.

5.3.7 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 Association. The report shall set forth findings of fact and recommendations on the issues submitted.

5.3.8 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 Association. 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 party may discontinue such effort.

5.3.9 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.

VI. NO STRIKE CLAUSE

6.1 The procedure provided for herein for resolving impasse shall be the exclusive recourse of the Association. It shall be illegal and a violation of this Agreement for the Association or the members of the bargaining unit to strike or threaten to strike as a means of resolving differences with the Board. It shall also be a violation of this Agreement for the Association or the members of the bargaining unit to strike for any reason during the term of a contract negotiated in accordance with the provisions of this Agreement.

VII. SAVINGS CLAUSE

7.1 If any provision of this Agreement shall be found contrary to law, it shall be severed from the Agreement, and all other provisions or application of the Agreement shall continue in full force and effect.

7.2 The association may petition the BOARD to commence negotiations regarding provision(s) of this Agreement found contrary to law. Upon the approval of the BOARD, teams representing the BOARD and CASE shall within thirty (30) days commence negotiations regarding the provisions removed or deleted from the Procedural Agreement (according to 7.1).

VIII. DURATION OF AGREEMENT

8.1 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, which the party desires to modify, amend or terminate this 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.

8.2 In the event that the Association disbands or otherwise ceases to be the recognized bargaining agent, this Agreement shall be null and void on that date of such disbanding or cessation of representation.

APPROVED BY THE CHICKASHA BOARD OF EDUCATION, FOLLOWING RATIFICATION BY THE CHICKASHA ASSOCIATION OF SUPPORT EMPLOYEES (C.A.S.E.) OCTOBER, 2008.