

MASTER CONTRACT

Between

The Blanchard Board of Education

And

The Blanchard Association of
Support Employees (B.A.S.E.)

2016 – 2017

Blanchard Association of Support Employees

Adopted May 2, 2005

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1. DURATION OF AGREEMENT

1.1 Upon ratification by the Board and by the Association, this agreement shall become effective. This Agreement shall be effective for a period of one (1) fiscal year and the non-monetary portions shall be renewed automatically without modification, unless modifications are negotiated by the Association and the Board in accordance with the Procedural Agreement.

2. PROCEDURAL AGREEMENT

2.1 The Procedural Agreement for negotiations between the Blanchard Board of education and the Blanchard association of Support Employees, agree upon and effective September 7, 2004, shall be attached to this Agreement for information purposes only. (Appendix A)

3. DEFINITIONS

The following definitions shall apply throughout this Agreement.

3.1 Administrator; Any person who devotes a majority of his/her time to service as a Superintendent, director, principle, supervisor, vice-principle or in any other administrative or supervisory capacity in the school district.

3.2 B.A.S.E.; Blanchard Association of Support Employees.

3.3 Agreement; This master contract duly negotiated in accordance with the Procedural agreement and ratified and signed by the Board and the Association.

3.4 Association; Blanchard Association of Support Employees (B.A.S.E.)

3.5 Association President; The elected president(s) of the Blanchard Association of Support Employees (B.A.S.E.)

3.6 Board; The elected and/or appointed policy making body governing the District.

3.7 Board Policy; A course of action adopted by the Board.

3.8 District; The Blanchard Independent School District No. I-029 (of McClain County, Oklahoma).

3.9 Immediate Supervisor; The principle, administrator or supervisor to whom employees are directly responsible.

3.10 School; Any work location at which employees perform their job functions.

3.11 Seniority; The length of continuous contracted employment in the District. The beginning date will be the first official day of work.

3.12 Superintendent; The chief administrative officer of the District.

3.13 Support Employee; Any employee who is not required by his/her job description To be a principle, licensed or certified teacher, superintendent, or other administrator.

4. SAVINGS CLAUSE

4.1 Should any part of this contract be affected or declared illegal by statute, or a court of competent jurisdiction, said part shall automatically deleted from this agreement to the extent it is affected or violates the law. The remaining provisions shall remain in full force and the affect for the duration of this agreement, if not affected by the deleted part. Negotiations shall commence within thirty days (30) for the purpose of arriving at a legally permissible replacement of the deleted part.

5. CONTRACT REFERENCE / CONTRACTS

5.1 This Agreement and Appendices shall be incorporated by reference into each employee's individual support contract with the same force and effect as though fully set forth therein.

6. PROFESSIONALISM

6.1 Both the Board and the Association agree that individuals should treat each other in a professional manner in all activities of the employer-employee relationships.

7. PRINTING AND DISTRIBUTION OF AGREEMENT

7.1 Within thirty (30) days after this agreement has been ratified or otherwise finalized, the Board and the Association shall cause to be printed and distributed a complete copy of this Agreement to every employee governed by its provisions, whether currently employed during the term of this Agreement.

7.2 Representatives of the Board and of the Association shall proofread the Agreement prior to printing.

7.3 The Association shall receive ten (10) copies for its use.

II. EMPLOYMENT PROVISIONS

1. JOB DESCRIPTIONS

Job descriptions will be developed for each Blanchard Public School support employee position and shall be made available to each support employee.

2. EMPLOYMENT NOTIFICATION

The Blanchard School District, no later than ten (10) days after the effective date of the Education Appropriation Bill of June 1, whichever is later, shall give reasonable assurance of employment in writing to any support employee that the school intends to employ for the subsequent school year.

3. EMPLOYEE INITIATED TRANSFER

- 3.1 Support personnel currently employed by the District who meet the minimum job qualifications shall be entitled to request a transfer, at the time a vacancy occurs, to any vacant position that is to be filled by support personnel.
- 3.2 An application for a vacant position made by a current employee shall be reviewed. If more than one current employee applies for and is qualified for a vacancy, the employee may request a meeting with the superintendent or his/her designee to discuss the position.
- 3.3 Current employees interviewed for a vacancy shall be notified in writing if they were not selected to fill the position.

4. PROCEDURE FOR SUSPENSION, DEMOTION, OR TERMINATION OF SUPPORT EMPLOYEES.

- 4.1 No "support employee" who has been employed in the school district for one calendar year or more may be suspended, demoted, or terminated, except for causes set out by this article. Further, no such support employee may be demoted or terminated unless the employee has been provided notice of the causes for recommended action and the opportunity to request a hearing before the Board of Education to oppose the proposed employment action, and if a hearing is requested, after a hearing is conducted before the Board which meets requirements set forth by applicable law. A "support employee" is a full-time District employee as determined by the standard of labor which is customarily understood to constitute full-time employment for the type of services performed by the employee the number of days each year that students attend school.
- 4.2 Nothing contained in this article shall prevent the Board of Education from acting on its own volition in matters pertaining to suspension, demotion, or termination of support employees.
- 4.3 Whenever the Superintendent or the employee's immediate supervisor is of the opinion that the suspension of a support employee is necessary and in the best interest of a school district, the Superintendent or the employee's immediate supervisor may suspend the employee with pay without notice or hearing.
- 4.4 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 all the procedures set forth in this policy.
- 4.5 However, in a case involving a criminal charge, the suspension may be delayed until the case is adjudicated at trial.
- 4.6 Nothing herein shall prevent proceeding against the employee during or after the suspension for termination as provided in this policy.

- 4.7 Prior to any demotion or termination the support employee shall receive notice of his/her right to a hearing, which if requested, shall be conducted by the Board of Education.
- 4.8 All notices shall be by certified mail, with the postmark used to determine the timelines of such notice.
- 4.9 The support employee must request a hearing within ten (10) working days of said notice or be deemed to have waived his/her right to a hearing.
- 4.10 If the support employee request a hearing, the hearing shall be conducted at the next regularly scheduled board meeting if the request is received by the clerk of the board at least ten (10) days prior to aforesaid meeting.
- 4.11 A special meeting may be conducted no sooner than ten (10) days nor later than thirty (30) days after the receipt of employee's request.
- 4.12 The decision of the Board is final.
- 4.13 Nothing in the above stated articles shall be construed to prevent lay-off for lack of funds or lack of work.
- 4.14 In order to comply with title 70 of the Oklahoma Statutes Section 6-101.04 through 6-101.47, the Blanchard Board of Education hereby adopts the following causes for suspension, demotion or termination of support employee's;
 - 4.14.1 Unauthorized absence from work station or school premises prior to lunch periods or end of work day.
 - 4.14.2 Unexcused absenteeism or failure to report to work without complying with school notification requirements.
 - 4.14.3 Unexcused tardiness, failure to report to work on time without complying with school notification requirements, or failure to be at assigned duty stations at assigned times.
 - 4.14.4 Possession of weapon, alcohol or a controlled dangerous substance on District premises either on the person of the employee, in property, including vehicles of the employee, or otherwise placed on District property.
 - 4.14.5 Falsification of District records, assertion of alleged facts known to be false, misrepresentation of facts, dishonesty, release of confidential information, unauthorized removal of District property from District premises, or use of District property for reasons other than the performance of employment duties.
 - 4.14.6 Willful abuse, misuse, defacing, destruction, or unauthorized operation of District property, including tools, equipment, machines, or other property or property belonging to other support employees, students or school visitors.
 - 4.14.7 Theft, misappropriations, or sabotage, or willful concealment of property of employee's students, the District, or school visitors.

- 4.14.8 Threatening to harm, intimidating, or intentionally inflicting bodily harm upon any other person, or intentionally impeding the ability of other employees to perform job duties.
- 4.14.9 Creating disturbances in the work place, including, but not limited to, failing to work with others in a cooperative and harmonious manner.
- 4.14.10 Being under the influence of, or consuming alcohol, non-prescription drugs or controlled substances, while on the job.
- 4.14.11 Disregard of known safety rules or common safety practices.
- 4.14.12 Failure to satisfactorily perform the required duties of the position.
- 4.14.13 Commission of conduct which reasonably would be perceived as being "immoral" or "indecent", commission of inappropriate conduct, including, but not limited to, acts which offend District policies describing inappropriate sexually-related statements or actions, the making of vulgar, profane, lewd, off-color, or obscene remarks, or the making of statements that are derogatory or demeaning to another's gender, race, national origin, religious beliefs or physical or mental disabilities.
- 4.14.14 Violation of any administrative rule or district policy that the support employee knows or should have known.
- 4.14.15 Failure to comply with directive of a supervisor communicated to the employee or failure to comply with District policies of which the employee is aware or should have been aware.
- 4.14.16 Refusal to perform job duties or be at work stations at assigned times or perform job duties.
- 4.14.17 Lack of funds or lack of work.
- 4.14.18 VIOLATION OF ANY OF THE ABOVE SHALL BE SUFFICIENT GROUNDS FOR THE SUSPENSION, DEMOTION OR TERMINATION OF THE BLANCHARD PUBLIC SCHOOL SUPPORT EMPLOYEE.

5. POSTING OF JOB VACANCIES / TRANSFERS

- 5.1 During the school year, all support personnel job vacancies will be posted at each principles office, the Superintendents office, and any distant work site for a minimum of five (5) working days, prior to outside advertising. During the summer months, the President of B.A.S.E. will be notified of such vacancies.
- 5.2 Such notices shall contain the date of the posting, and job title.

- 5.3 Qualified current support employees who apply will be considered for these positions
- 5.4 Support employee applicants who were interviewed but not hired will be notified of the position being filled.
- 5.5 Bus driver vacancies shall not be subject to a five (5) working day posting deadline, however, a permanent notice shall be posted at every school or work site that employees may submit a written letter of interest to the Transportation Director requesting to be given consideration for bus driver vacancies as they occur.
- 5.6 Any employee involuntarily transferred shall retain seniority in the District and shall be placed on the compensation schedule in accordance with his/her years in the District.

6. SUMMER EMPLOYMENT

- 6.1 All summer employment will be posted at the Superintendents office and the President of B.A.S.E. will be notified
- 6.2 Current employees who apply will be considered for these positions.

7. REDUCTION IN STAFF

- 7.1 In the event it is necessary to have a reduction in staff, the Board of Education shall determine which positions are to be retained. In implementing a reduction in staff, the Board of Education shall follow this procedure:
- 7.2 A hiring freeze shall be imposed for the area(s) being reduced.
- 7.3 Losses through normal attrition (retirement, resignation, or a position otherwise vacated) shall, insofar as practical, not be replaced. Support employees declared to be excess in a building in a given department may be transferred by the administration to fill vacancies in other buildings within their department for which they are qualified.
- 7.4 Probationary support employees shall be laid off first.
- 7.5 An employee's total length of service shall determine any further reduction in force within a department.

7.6 SENIORITY

- 7.6.1 Seniority shall be defined as a support employee's length of service since his/her initial date of employment.
- 7.6.2 If two or more support employees are subject to layoff within a department have equal seniority the Board shall consider other factors, including, attendance and special skills. If the above factors are equal, the employee's accumulative evaluation records will be considered.

7.7 NOTICE OF LAYOFF

7.7.1 Whenever layoffs become necessary all notices of layoffs shall be in writing (certified mail).

7.7.2 Said notice of said layoff should be given at least two (2) weeks prior to layoff.

7.8 RE-EMPLOYMENT

7.8.1 Laid-off persons are eligible for a period of one (1) calendar year for re-employment in the reverse order of layoff.

7.8.2 No new support employees shall be hired for the reduced positions for a period of one (1) year if a qualified support employee is available on the re-employment list.

7.8.3 Following the one (1) year period, laid off employees will be considered for re-employment upon receipt of an application. It shall be the responsibility of employee to see that all application information is current and accurate.

7.9 NOTIFICATION OF RE-EMPLOYMENT OPENINGS

7.9.1 Any support employee who is laid off and is subsequently eligible for re-employment shall be notified in writing by the Board of an opening for a period of one (1) calendar year.

7.9.2 Such notice shall be sent by certified mail to the last address given to the Board by the support employee.

7.10 SUPPORT EMPLOYEE NOTIFICATION TO THE BOARD

7.10.1 A support employee shall notify the Board of his/her intent to accept or refuse employment within five (5) days following the receipt of the re-employment notice. If the employee does not take possession of the certified letter containing the re-employment notice, the employee will be deemed to have refused employment.

7.10.2 If the support employee accepts employment, the support employee must report to work within ten (10) days following receipt of the re-employment notice.

8. WORK TIME RECORDS

8.1 When determining time worked for pay purposes, time shall be calculated to the nearest fifteen (15) minutes *on a daily basis.

8.2 Time shall be rounded up to fifteen (15) minutes if the time actually worked is more than seven and one-half (7 ½) minutes.

8.3 Time will be rounded down to the previous fifteen (15) minutes if the time actually worked is seven and one-half (7 ½) minutes or less. 8.4 Time sheets should be turned into payroll by Wednesday of the following week.

9 OVERTIME

- 9.1 The Superintendent, or his/her designee, in accordance with state and federal statutes, will pay overtime upon prior written approval.
- 9.2 Regular pay will be paid for all work up to forty (40) hours per week.
- 9.3 Time and one-half will be paid for hours worked over forty (40) hours per week and may be taken as salary or as compensation time scheduled with the administration
- 9.4 Compensatory time shall not be allowed without approval of the Superintendent.

10. PROBATIONARY SUPPORT EMPLOYEE

- 10.1 The first year of employment with the district shall be considered to be a probationary period for support employees.
- 10.2 At any time prior to the second year of employment, the support employee may be recommended for termination with cause.

11 INDIVIDUAL CONTRACT

- 11.1 All support employees will receive their individual employment contract by November 30th of each contract year.
- 11.2 Individual employment contracts will define each employees workday, hourly and yearly wages.

12 SAFE WORKING CONDITIONS

- 12.1 The district shall strive to maintain healthy and safe conditions at each work location in compliance with all city and state statutes and/or regulations governing such conditions.
- 12.2 No employee shall be required to work under unsafe or hazardous conditions as determined by proper regulatory authorities.
- 12.3 Employees shall be made aware of departmental rules and regulations relating to the employee's safety in an individual particular job as required by law

13. HEALTH AND SAFETY OF ALL SUPPORT STAFF

13.1 Pursuant to Blanchard Of Education Policy, Section FO; and student handbook for Blanchard Public Schools, authority of the school and discipline:

Students are subject to the authority of the school and its officials. Teachers and Support Staff have the responsibility to insure a climate conducive to the safety and welfare of students and others in school.

13.2 Insubordination to a teacher or support staff member will be dealt with most severely. Under no circumstances will respectful or threatening behaviors

13.3 In accordance with the above outlined policy and in an effort to maintain the learning environment of all students, staff members shall have the support of their principals, superintendents, and school board members to execute the discipline policy to its fullest extent.

13.4 Students whom: disobey rules, show disrespect for any staff member, or who damage any school, staff members personal property will be subject to disciplinary actions. Students who abuse a staff member (kick, hit, punch, head butt, bite, pinch, yell profanities, etc.) should be disciplined by the principle using the guidelines as outlined in the Student Handbook, and/or Board Policy to its fullest extent.

13.5 Disciplinary methods may include but are not limited to the following methods:

13.5.5 Conducting a conference with student/or students' parents.

13.5.6 Assigning student to an in school alternative placement.

13.5.7 Detention

13.5.8 Referral to a counselor, law enforcement official or state agency.

13.5.9 The formation of a behavior contract setting forth the requirements the student will need to comply with during a probationary period to avoid a current suspension or out-of-school or other penalty.

13.5.10 Changing the student's assignments.

13.5.11 Requiring the student to make financial restitution for damaged property.

13.5.12 Requiring a student to clean or straighten items or facilities damaged by the students behavior.

13.5.13 Removal or restrictions of privileges, such as recess, off campus lunch, parking on District property, participation or attendance at extracurricular activities.

13.5.14 Suspension out of school

13.5.15 Probation

13.5.16 Corporal Punishment

13.5.17 Other appropriate discipline action as deemed to be appropriate from the circumstance.

III. INDIVIDUAL RIGHTS

1. RIGHT TO REPRESENTATION

1.1 Support employees shall have the right to representation by a representative of their choice at a disciplinary conference scheduled by administrators and/or the Board of Education.

1.2 The administrator shall give reasonable notice of said scheduled conference and the subject to be discussed.

- 1.3 The conference may be recorded only if mutually agreed upon by both parties involved.
- 1.4 At any conference where more than one administrator is present, the employee has the right to have a witness present.

2. BLANCHARD PUBLIC SCHOOL SUPPORT EMPLOYEE RIGHTS

- 2.1 The Board and B.A.S.E. agree not to discriminate against any employee as a result of the employees affiliation or non-affiliation with B.A.S.E. or participation or non-participation in the bargaining process.

3. EVALUATION

- 3.1 Formal evaluations will be held for each support employee by their immediate supervisor prior to April 1st unless the employee has been with the district less than one (1) year. (see Appendix 1,2 &3)
- 3.2 Evaluation and Improvement forms are located in the Appendices of this contract for information purposes only.
- 3.3 Each support employee will be evaluated annually.
- 3.4 The employee shall acknowledge the written evaluation by his/her signature on the evaluation report.
- 3.5 One copy of the evaluation report shall be given to the employee being evaluated. One copy may be given to the administrator of the building/work site, and one copy will be placed in the official personnel file in the superintendents office.
- 3.6 After an evaluating conference, the employee may respond in writing. The response shall be part of the record. Such responses must be made within ten (10) working days of the receipt of the evaluation.
- 3.7 Except by the order of a court of competent jurisdiction, evaluation documents and the responses of the employee shall be available to the evaluated employee and the Board or administrative staff making the evaluation, and other such persons specified by the employee in writing.
- 3.8 The immediate supervisor shall develop a program for improvement, if the evaluation indicates need of improvement. The employee shall have an opportunity to provide input into the program. The program shall include specific written suggestions for improvement in the areas where a need of improvement has been indicated.
- 3.9 Following completion of a program of improvement, the employee shall have another evaluation. Such evaluation shall be attached to the original.

4. PERSONNEL FILE

- 4.1 The Board shall maintain one official personnel file on each support employee. Such file shall be housed at the central administrative office and shall contain appropriate evaluation reports. (Appendix B) Unofficial working files may be maintained in the office of each supervisor.
- 4.2 All material placed in the official personnel file shall be dated and signed by both parties and the support employee will have the opportunity to respond in writing to all material placed in his/her personnel file. Such response will be attached to the material to which it refers.
- 4.3 A support employee, upon request to the superintendent, or his/her designee, may review the contents of his/her official personnel file. The support employee may also have a witness of his/her own choosing present during the review of the official file. The support may make copies of the material contained in the file during normal working hours.
- 4.4 After three (3) years material may be removed from the personnel file with the mutual consent of the employee and the superintendent or his/her designee.

V. GRIEVANCE PROCEDURE

5.1 PURPOSE -- To secure at the lowest possible level equitable solutions to a claim by the grievant of an alleged violation of the Master Contract

5.2 DEFINITIONS

- 5.2.1 A "grievant" is a claim by an employee, employees, that there has been a violation, misrepresentation, or misapplication of the terms of the Master Contract, which has affected the employee or employees.
- 5.2.2 The "grievant" is the employee or employees making the claim.
- 5.2.3 A "party in interest" is the employee or employees making the claim, any person who might be required to take action, or any person against who action might be taken in order to resolve the claim.
- 5.2.4 "Day" except where otherwise indicated, shall mean working days of the District.

5.3 INTIATION AND PROCESSING OF A GRIEVANCE

5.3.1 Level One

- 5.3.1.1 An employee with a grievance shall first discuss the grievance with their immediate supervisor within twenty (20) days of time the aggrieved party knows or should have known of the alleged violation citing the article and section alleged to have been violated with the objective of resolving the grievance informally. No written record will be made.

5.3.2 Level two

5.3.2.1 If the grievant is not satisfied with the disposition of the grievance at level one, the grievance may be filed, (Appendix F) within five (5) days of the level one response, with their immediate supervisor, citing the article and section alleged to be violated and specific remedy sought.

5.3.2.2 The immediate supervisor shall schedule and hold a meeting with grievant within five (5) days after receipt of the written grievance and shall transmit a written decision to the grievant within five (5) days of meeting.

5.3.3 Level Three

5.3.3.1 If the grievant is not satisfied with the disposition of the grievance at level two, the grievant may appeal the grievance, within five (5) days of the level two response to

5.3.4 Level four

5.3.4.1 If the grievant is not satisfied with the disposition of the grievance at level three, the grievant may appeal the grievance within five (5) days of the level three response, for transmittal to the Board.

5.3.4.2 The Board will hear the appeal at its next regularly scheduled meeting or a special meeting, which has been called for that purpose.

5.3.4.3 The grievant will be notified of the decision of the Board within five (5) days of the meeting.

5.3.4.4 The decision of the Board is final.

5.3.4.5 A claim that results from an action taken by the Board or Superintendent that does not involve the site level may be filed originally at level three.

5.3.5 GENERAL PROVISIONS

5.3.5.1 The grievant and the administration may each be accompanied by a person of their choice at levels two, three and four of this procedure. If the grievant is not represented by B.A.S.E., a representative of B.A.S.E. has the right to be present and state the associations position.

5.3.5.2 B.A.S.E. may file a grievance as the "grievant" on alleged violations of Article IV Blanchard Association of Support Employees, (B.A.S.E.) Rights and Privileges.

5.3.5.3 The grievant shall have the sole responsibility for pursuing the grievance through all levels and within the time limits specified in these procedures.

5.3.5.4 Failure at any level of this procedure to appeal to the next level within the specified time limits shall be deemed to be acceptance of the decision at that level.

5.3.5.5 Failure by the administration at any level to respond to a grievance within the specified time limits shall permit the grievant to appeal to the next level.

5.3.5.6 Copies of official grievances, all documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel files of any of the participants.

5.3.5.7 No reprisals shall be taken against the grievant, any witness or other participant in the grievances procedures by reason of such participation.

5.3.5.8 Time limits at any level may be extended by mutual agreement, and such agreements shall be reduced to writing and placed into the record for that grievance.

5.3.5.9 No meetings and/or hearings under this procedure, with exception of those at level four, shall be conducted in public and shall only include parties in interest and their selected representatives.

IV. BLANCHARD ASSOCIATION OF SUPPORT EMPLOYEES (B.A.S.E.) RIGHTS AND PRIVILEGES

1. PAYROLL DEDUCTION FOR B.A.S.E. DUES

1.1 The Board shall deduct the employees annual OEA/NEA membership dues from regular pay warrants when requested by the employee.

1.2 Upon written request of the President of B.A.S.E. the Board shall provide written notice of the names, and employment sites of new employees.

2. B.A.S.E. ORGANIZATIONAL LEAVE

2.1 B.A.S.E. shall be provided four (4) working days during the term of this agreement for organizational business with the cost of a substitute to be paid by B.A.S.E.

2.2 Written notification of organizational leave shall be made by the President of B.A.S.E., or his/her designee, to the superintendent or his/her designee, three (3) days before the leave is to be used.

2.3 In cases of emergency or other unusual circumstances, the superintendent or his/her designee may waive the notice requirement.

2.4 With the exception of the president of B.A.S.E., only one (1) representative per work site or department may use B.A.S.E. leave at the same time, provided that the superintendent or his/her designee may waive this restriction when deemed appropriate to do so.

3. USE OF SCHOOL FACILITIES

3.1 B.A.S.E. will coordinate use of school facilities through the appropriate administrator.

4. SCHOOL COPIERS

4.1 B.A.S.E. may use school copiers on a limited basis at no charge upon approval of the superintendent. B.A.S.E. shall provide paper and not interfere with the educational process. Such use may be only during non-duty time of the employee and at times when teacher preparation is not taking place.

5. USE OF BULLETIN BOARDS

5.1 B.A.S.E. may use bulletin boards on a limited basis. No political posters shall be placed on bulletin boards.

5.2 Items posted may not suggest, urge or propose any action by an employee to violate, ignore, or resist any items in this agreement, administration regulation or policy.

6. AVAILABILITY OF PUBLIC INFORMATION

6.1 Upon written request from the president of B.A.S.E., or the spokesman for B.A.S.E. negotiation team, the board shall make available to B.A.S.E. any compiled public information which B.A.S.E. deems necessary for administering this agreement and/or negotiating a successor agreement.

6.2 A complete copy of the public information contained in the official agenda and school board packet for each school board member shall be made available to the B.A.S.E. president by 2:00 on the day of each regular board meeting.

7. USE OF INTER-OFFICE MAIL

7.1 B.A.S.E. may use district inter-office mail system for association communication.

7.2 The privacy of the covered or sealed communication shall be respected.

V. LEAVE PROVISIONS

1. LEAVE DAY DEFINED

1.1 Sick, Personal, Bereavement and Emergency leave shall be calculated in *quarter hour segments per contract year.

2. SICK LEAVE

2.1 All district support employees will be credited with sick leave at the close of each work month at the rate of one day per month of employment per year cumulative to a maximum of ninety (90) days.

2.2 At the end of each school year every support employee will receive twenty (20) dollars for each day of the current years unused sick leave that is in excess of ninety (90) days of accumulated sick leave, to be paid with the June30th Special Payroll.

2.3 Sick leave may be used for accidental injury, illness or pregnancy of the employee, or the immediate family (spouse, child, stepchild, grandchild, parent, grandparent, step parent, brother or sister, or corresponding in-laws) or household members (means those persons who reside in the same home, who have reciprocal duties to and do provide financial support for one another) this term shall include foster children and legal wards even if they do not live in the household.

2.4 All employees may not be paid for sick leave when that person is absent from work because of a job related injury and is receiving workman's compensation. However, the employee may elect to receive sick leave pay in addition to workman's compensation, in order that the total equal the amount of hourly compensation. Loss of sick leave shall be proportional to the amount needed to make a full salary.

2.5 Support employees who leave the District either by resignation or retirement shall be paid for accumulated sick leave up to a maximum of seventy-five (75) days. Support employees must have four (4) consecutive years of experience within the District before becoming eligible to receive pay for accumulated sick leave. This policy will not apply to employees who have less than four (4) years of service within the District.

Support employees will be paid for accumulated sick leave as follows:

1. With 4 years but less than 10 years -- \$15.00 per day
2. With 10 years but less than 20 years -- \$20.00 per day
3. With 20 years or more -- \$25.00 per day

This policy will not apply to employees leaving the system who have been terminated or whose contract has not been renewed because of not being rehired or dismissal. However, this will apply to employees who are leaving because of reduction in force.

**** 2.6 Survivors Benefit

2.6.1 The designated survivor of a support employee who dies while under contract with Blanchard Public Schools will receive the benefits of sick leave. The Support employee must provide Blanchard Public Schools with a certified statement of beneficiary.

3. SICK LEAVE SHARING

3.1 An employee (excluding bus drivers; see 3.10 below) may donate sick leave to another employee for the following reasons:

3.1.1 The donee has exhausted or will exhaust all earned leave available (sick, personal, vacation, etc) due to an extraordinary or severe injury, illness, impairment, pregnancy, miscarriage, childbirth and recovery there from, or physical or mental condition of the donee or;

3.1.2 The donee has exhausted or will exhaust all earned leave available (sick, personal, emergency, vacation, etc.) due to an extraordinary or severe injury, illness, impairment, physical or mental condition of a relative, (spouse, child, stepchild, grandchild, grandparent, step grandparent or parent) or household member (one who resides in the same home as the donee and who shares a duty to provide financial support with the employee) of the donee: and:

3.1.3 The condition has cause or is likely to cause the donee to take leave without pay or to terminate employment.

3.2 The employee may donate any amount of sick leave which does not cause that employees sick leave balance to fall below ten (10) days.

3.3 An employee may receive up to thirty (30) days. If all thirty (30) days are utilized the employee may request an additional thirty (30) days. The maximum an employee may receive under this plan is sixty (60) days.

3.4 The employee receiving donated days is to receive his / her normal rate of pay.

3.5 All leave available for use by the donee must be used prior to using shared sick leave.

3.6 Any donated leave that is not used shall be returned to the donating employee.

3.7 The Board is the determining body as to whether donee meets the criteria above and has previously abided by district leave policy.

3.8 Bus drivers may utilize sick leave sharing under the same conditions, however, only with and between other drivers within the same department.

*3.9 If the Route Supervisors job description includes bus driving as part of his/her regular duties than he/she shall be able to donate sick days to bus drivers as well as non-bus drivers

4. INCLEMENT WEATHER

4.1 When Blanchard Public Schools is closed due to inclement weather, support employees shall not report to work.

4.2 No leave time shall be docked for that day.

5. BEREAVEMENT LEAVE

5.1 Bereavement leave shall not exceed five (5) days in case of death of a sister, brother, grandparent or corresponding in laws. A maximum of ten (10) days which may or may not be consecutive shall be allowed in case of the death of a child, spouse, mother or father.

5.2 Bereavement leave may be requested for friends and shall be charged to sick leave.

5.3 Bereavement leave days shall be in addition to sick leave and shall be at no loss in pay or benefits to the employee.

5.4 Bereavement leave days shall be calculated in one hour segments per calendar year.

5.5 Unused annual bereavement leave days shall not be carried to the next school year.

6. PERSONAL BUSINESS LEAVE

6.1 Support personnel who have been employed by the district for a minimum of three (3) months of continuous service will be granted three (3) days of personal leave with pay per school year for personal matters that demand the employees attention during work hours. Employees who are not employed for a full year will have their personal days pro-rated.

6.2 Request for personal business leave shall be made in writing and at least forty-eight (48) hours in advance when possible. If advance notice is not possible the employee must file the request the day they return to work. All written requests for personal business leave must be submitted to the appropriate supervisor for approval.

6.3 Personal business leave days shall not be used for personal entertainment, recreation, gainful employment or to seek another position.

6.4 Personal business may be used for family illness other than immediate family or bereavement outside the immediate family.

6.5 Personal business leave are not cumulative.

6.6 Personal business leave may be used to attend a school activity if a child, grandchild is participating.

6.7 Unused days will be added to the support employees sick leave at the end of the contract year.

7. PROFESSIONAL LEAVE

7.1 Support personnel may be granted professional leave to attend conferences, meetings and workshops designed to improve job performance of said personnel.

7.2 The requesting employees department supervisor shall attach a written recommendation concerning the request to the employees request for professional leave and forward it to the superintendent.

7.3 Professional leave shall be granted upon approval by the superintendent.

7.4 When support employees are required by the administration to attend professional meetings, they will be considered to have been on temporary reassignment at their contracted rate of pay, rather than professional leave.

7.5 Support employees who are required by the district to attend a workshop during summer outside their normal contract year, will be compensated at their contracted rate of pay for such attendances, if said workshop is required for support employees to remain qualified for the position he/she currently holds.

8. JURY OR COURT DUTY

8.1 The district (as per State Statute 70-6-104) will grant a support employee leave for jury service as a witness subpoenaed in a criminal, civil or juvenile proceeding and shall pay the employee during such service the full current salary. Provided that the district may deduct any compensation received from serving as a juror or witness from the employees salary during such service.

8.2 A support employee who is subpoenaed to court on behalf of the school district will receive no loss of pay or benefits for such absence.

8.3 A support employee shall provide a copy of written proof of subpoena. The copy must be submitted with the "Absence From School Report" form and a copy of the check (if paid by the court) to the payroll office within ten (10) days of receiving it if they wish not to be docked Personal Business Leave.

9. MILITARY DUTY

9.1 The district will grant Military Duty Leave as required by law.

10. FAMILY MEDICAL LEAVE ACT

10.1 The district will abide by the Family Medical Leave Act. This information can be found in the office of the superintendent.

11. EMERGENCY LEAVE

11.1 Support employees who have been employed by the district a minimum of three (3) months of continuous service will be granted three (3) days per year for emergency leave. Emergency leave shall be defined as any immediate and/or unanticipated event of a personal or daily nature which will necessitate the absence of employee. These days shall not be chargeable to sick, or personal leave and are non-cumulative. All request for emergency leave must be in writing and be submitted to appropriate supervisor for

approval. The cost of a substitute will be assumed by the district. Employees who are not employed for a full year will have their emergency leave pro-rated.

12. PAID HOLIDAYS

12.1 Support employees who are employed on a 240 day or more contract will be granted the following holidays with pay: Labor Day, Friday of fall break, Thanksgiving week (Wednesday, Thursday, Friday), Christmas Eve, Christmas Day, the week between Christmas and New Years Eve if no school days were missed due to inclement weather or acts of nature. New Years Eve, New Years Day. Martin Luther King Day (if students and teachers are not required to report to school), Friday of Spring break, Memorial Day, July the fourth, and any other days so designated by the superintendent.

13. VACATION

13.1 All support employees who are employed on a 240 day or more contract will be granted two (2) weeks vacation each year, *with days to be accrued monthly on a pro-rated basis. First year employees are to be credited one day per month at the close of each month during their first year of employment not to exceed twelve (12) days per year.

13.1.1 Those 240 days or more employees who have been employed eleven (11) consecutive years shall receive one (1) additional day of vacation per year not to exceed fifteen (15) days. This policy will not apply to employees who have less than eleven (11) consecutive years of service within the district. Those eligible employees shall follow the criteria below:

1. With 11 years, 11 days of vacation.
2. With 12 years, 12 days of vacation.
3. With 13 years, 13 days of vacation.
4. With 14 years, 14 days of vacation.
5. With 15 years, 15 days of vacation.

13.1.2 This policy will not apply to employees leaving the district who have been terminated or whose contracts have not been renewed because of not being rehired or dismissal. However, this will apply to employees who are leaving because of reduction in staff.

13.2 Any support employee who does not use all of their vacation leave by June 30th of the following year shall be paid at the daily rate of pay for all unused vacation.

13.3 Each request for use of vacation must be approved by the superintendent.

13.4 Those 240 day or more employees who are not employed for a full year will have their vacation pro-rated.

14. WORKMAN'S COMPENSATION
 - 14.1 The Blanchard Public School District shall provide worker's compensation according to state law

15. UNEMPLOYMENT COMPENSATION
 - 15.1 The Blanchard Public school District shall provide unemployment compensation according to state law.

16. INSURANCE PROGRAMS
 - 16.1 The board shall pay one-third (1/3) of the single premium for dental/vision insurance for each support employee on the State Health Insurance Program who takes dental and/or vision insurance.
 - 16.2 The board shall pay on behalf of each employee the premium necessary for a ten thousand (\$10,000.00) life insurance policy.

17. ATHLETIC PASSES
 - 17.1 Each support employee shall receive a pass to attend athletic events identical to the pass provided to teaching personnel.

18. COMPENSATION
 - 18.1 PAYROLL DEDUCTIONS
 - 18.1.1 Oklahoma Education Association
 - 18.1.2 Dues for National Education Association, Oklahoma Education Association, Blanchard Association of Support Employees (if desired)
 - 18.1.3 Contributions for Educators Political Action Committee
 - 18.1.4 District approved tax sheltered annuities
 - 18.1.5 United States Savings Bonds
 - 18.1.6 District approved insurance programs
 - 18.1.7 IRS-125 programs adopted by the Blanchard School Board

19. TRAVEL REIMBURSEMENT
 - 19.1 Each support employee required to travel during the school day, and not already or otherwise compensated shall be paid for the use of a personal vehicle. The compensation shall be calculated on the prevailing IRS per mile rates in effect as-of July 1 each fiscal year.

20. MANDATORY MEETING
 - 20.1 A required meeting by employees administrator will receive regular pay.

21. COMPENSATION PROCEDURE

- 21.1 The compensation of all support employees covered by this contract is set forth in Appendix E is attached hereto and made part of hereof.
- 21.2 The district shall pay the full amount of each support employees contribution to Oklahoma Teachers Retirement System.
- 21.3 Any support employee employed by the board prior to September 15, 2004 who is paid at a rate greater than that which the employee qualifies on the appropriate salary schedule will continue to be paid at the same rate until a change in classification and/or experience places the employee at a different rate on the salary schedule.
- 21.4 The district may allow salary years for work experience outside the district. An employee hired after July 1, 2004 may be credited with the maximum of three (3) years outside work experience.
- 21.5 Payday shall be the same as the teacher's payday in accordance with applicable law.
- 21.6 Support employees who are called into work during their off duty hours shall be paid a minimum of one hour work time.
- 21.7 Any support employee extending their contracted hours by working as a substitute for another support employee in a same or like job description shall receive their own regular rate of pay.

22. BUS DRIVER READY ROOM

- 22.1 The board agrees to provide an area where drivers can do the necessary paperwork related to their job.

23. ACTIVITY TRIP ASSIGNMENT

- 23.1 Drivers for activity trips shall be assigned by the Transportation Director, the appropriate administrator or their designee.
- 23.2 Drivers wishing to work activity trips shall submit their names to the transportation director. Assignments shall be made on a rotating and equitable bases.

24. ACTIVITY DRIVER SCHEDULE

24.1 When a driver is on an activity trip during their regular route time, the driver will be paid their normal rate of pay for the first two hours worked each day. If driving a bus on an activity trip causes more than two (2) hours of work the additional time will be paid at the activity rate of pay of \$10.00 per hour. This rate of pay shall not apply to coaches and/or sponsors who drive a bus for their specific activity or event.

24.2 A substitute for the regular route shall be provided at the cost of the board.

24.3 Activity trip drivers will be paid \$10.00 per hour for the duration of the trip unless special rates of pay are agreed upon prior to trip.

24.4 Any driver required to show up for an activity trip, and then is not required to make the trip shall be paid two (2) hours "show up" time.

25. REGULAR ROUTE DRIVERS

25.1 The assignment of bus drivers shall be under the direction of the Transportation Director.

25.2 Bus drivers will be instructed to whom they should report to in the event problems arise and the transportation director is unavailable.

