

# NEGOTIATED AGREEMENT

Between the

NOBLE BOARD OF  
EDUCATION

And

NOBLE SUPPORT PERSONNEL  
ASSOCIATION

FOR 2016-2017

## TABLE OF CONTENTS

Article I - Duration of Agreement	page 3
Article II - Saving Clause	page 3
Article III - Printing and Distribution of Agreement	page 3
Article IV - Association Rights	page 3
Article V - Employee Rights	page 4
Article VI - Reduction of Force	page 7
Article VII - Job Descriptions	page 8
Article VIII - Posting of Vacancies	page 9
Article IX - Transfer of Assignment	page 9
Article X - Evaluation	page 9
Article XI - Sick Leave	page 10
Article XII - Emergency Leave	page 11
Article XIII - Personal Leave	page 11
Article XIV - Legal Leave	page 12
Article XV- Bereavement Leave	page 12
Article XVI - Maternity/Paternity Leave	page 12
Article XVII - Holidays	page 12
Article XVIII - Vacation	page 13
Article XIX - Professional Leave	page 13
Article XX – Retirement Incentive Bonus	page 14
Article XXI - Leave Day Defined	page 14
Article XXII - Employment Notification	page 14
Article XXIII – Grievance Procedures	page 14
Article XXIV – Payroll Deductions	page 16
Article XXV – Accident Insurance	page 17
Article XXVI – Work Time Records	page 17
Article XXVII –Physical for Employees	page 17
Article XXVIII –Safe Working Conditions	page 17
Article XXVIX - Individual Contract	page 17
Article XXX - Bad Weather Days	page 18
Article XXXI - Staff Development Day	page 19
Article XXXII - Transfer of Support Persons children	page 19
Article XXXIII - Donation of Sick Leave	page 19
Article XXXIV- Compensation	page 20
Article XL – Duration of Need Employees	page 21
Salary Schedule	page 22

## ARTICLE I: DURATION OF AGREEMENT

This agreement is entered into between the Noble Board of Education, hereinafter referred to as the "Board", and the Noble Support Personnel Association, hereinafter referred to as the "Association" and shall become effective at the time of ratification by both parties. This agreement supersedes all previously ratified agreements between the Board and the Association. This agreement shall be in effect from July 1, 2016 until a successor agreement is negotiated by the parties. All provisions dealing with compensation, benefits and leave shall be retroactive to July 1<sup>st</sup> of each new year.

## ARTICLE II: SAVINGS CLAUSE

Should any part of this agreement be declared invalid by statute or court of competent jurisdiction, said part shall automatically be deleted from the agreement to the extent that it violates the law. The remaining provisions shall remain in full force and effect for the duration of the agreement, if not affected by the deleted part. Upon request of the Association or the Board after such finding of invalidation, the parties will meet within thirty (30) days solely for the purpose of negotiating replacement language for the provisions affected.

## ARTICLE III: PRINTING AND DISTRIBUTION OF AGREEMENT

Upon ratification and signing of this agreement, the Board shall cause sufficient copies to be printed to provide for the needs of the Association and the Board. The association will pay for the number of copies needed for members of the bargaining unit and any additional copies desired. The Board will pay for copies needed for its membership and any other copies desired. The board shall provide a copy of this agreement to all support employee supervisors.

## ARTICLE IV: ASSOCIATION RIGHTS

- A. The NSPA shall be allowed to use school facilities and equipment in accordance with applicable Board policy governing the non-school use of school facilities as they apply to all community groups.
- B. The NSPA shall be allowed to use support personnel mailboxes for communication purposes.
- C. The NSPA will be allowed to post and maintain a bulletin board in each work site location.

- D. NSPA will have access to Board meeting agendas and unofficial minutes of previous Board meetings at the time such materials are provided to the Board with the exception of confidential items and new personnel information.
- E. The NSPA shall be granted a pool of four (4) days association leave per year to be used by members designated by the Association President for the purpose of attending OEA delegate assembly and or lobbying activities. Such leave requests must be approved by the superintendent, and must be made at least twenty-four (24) hours before the leave is to take place. NSPA will pay for the substitutes. Up to four additional days of Association Leave may be granted to the Association upon request and approval from the Superintendent.

#### ARTICLE V: EMPLOYEE RIGHTS

- A. The Noble Board of Education and the Noble Support Personnel Association hereby agree that professional relations in the district will be conducted in a manner that recognizes the worth and dignity of the individual. The Board and the Association further agree to comply with state and federal laws dealing with non-discrimination, confidentiality and privacy rights of the individual, equal employment opportunity, and those laws dealing with the operation of the school district.
- B. The Board and the Association agree to strive to develop a climate at each school site that will produce optimum performance, morale, and safety.
- C. If, during a conference between an administrator or department head and a support employee, either party considers that it would be in that party's best interests to have another individual present, that party may adjourn the conference and it shall be rescheduled when both parties and selected other individual(s) may be present.
- D. There shall be one (1) official personnel file for each classified employee. Said personnel file shall be housed in the central administration offices. Principals and/or supervisors may keep a working file in his/her office, however only information in the official file may be used in personnel action. An employee must be provided an opportunity to review and sign and document before it becomes a part of the employee's official personnel file. The employee's signature on the document indicates that the employee has read the document and does not necessarily indicate agreement with the statements contained therein. The employee has the right to submit a written response to such document and to have it attached to the file copy of the document.
- E. The Noble Board of Education has adopted the following procedure for the suspension, demotion, or termination of support personnel in accordance with Title 70 of Oklahoma Statutes, Sections 6-101.40 through 6-101.47.

For the purpose of this policy, "support employee" means a full-time employee as determined by the standard period of labor which is customarily understood to constitute full-time employment for the type of services performed by the employee who is employed a minimum of one hundred seventy-two days (172) and who provides those services which are not performed by certified teachers, principals,

superintendents or administrators and which are necessary for the efficient and satisfactory functioning of a school district.

No support employee who has been employed in the school district for more than one year may be suspended, discharged, or non-renewed except within the provisions of this policy. However, this policy shall not be construed to prevent layoffs or reductions-in-force for lack of funds or work.

When the immediate suspension of a support employee is in the best interest of the school, the superintendent may suspend the employee with or without pay without a hearing. If an employee is suspended for a period exceeding 10 days, the superintendent shall initiate termination proceedings immediately upon the beginning of suspension. However, in a case involving a criminal charge, the suspension may be delayed until the case is adjudicated at trial. Nothing herein shall prevent proceeding against the employee for termination of employment during or after the suspension.

Prior to demotion, termination, or nonrenewal and after any suspension, the support employee shall receive notice of his or her right to a board hearing if so requested. Employees will be notified by certified mail of a superintendent's recommendation to demote or terminate employment, and the support employee must request a hearing by certified mail to the board clerk within 10 working days of said notice, or the employee shall be deemed to have waived his or her right to a hearing.

If a hearing is requested, the hearing shall be conducted at the next succeeding regular meeting of the board if the request is received by the board clerk at least 10 days prior to such meeting. However, a special meeting may be conducted if requested by the employee or at the discretion of the board of education. Such special meeting shall be conducted no sooner than 10 days, nor later than 30 days, after receipt of the hearing request. The decision of the board shall be final.

The procedures of this policy only protect employees who have been employed more than one year immediately preceding adverse employment action and are suspended or discharged during a contractual period of employment or are non-renewed.

In accordance with Title 70 of the Oklahoma Statutes, Sections 6-101.40 through 6-101.47, the board hereby adopts the following causes for suspension, demotion, termination, or nonrenewal of support personnel.

1. Leaving workstation without authorization prior to lunch periods or end of workday.
2. Excessive unexcused absenteeism.
3. Chronic absenteeism for any reason.
4. Excessive tardiness.
5. Persistently wasting time or distracting others during working hours.

6. Leaving work area during working hours without proper notification and permission.
7. Falsification of personnel or other records (personal or another employee's records).
8. Possession of weapons on the premises at any time.
9. Removing district property, records, or confidential information from premises without proper authority.
10. Willful abuse, misuse, defacing, or destruction of district property, including tools, equipment, or other property of other employees.
11. Theft or misappropriation of property of employees, students, or of this district.
12. Sabotage.
13. Refusal to follow instructions of supervisor.
14. Refusal or failure to do work assignment.
15. Unauthorized operation of vehicles, machines, tools, or equipment.
16. Threatening, intimidating, coercing, or interfering with employees, supervisors, or students at any time.
17. The making or publishing of false, vicious, or malicious statements concerning any employee, supervisor, students, or the district.
18. Creating or contributing to unsanitary conditions.
19. Practical jokes injurious to employees or district property.
20. Possession, consumption, or reporting to work under the influence of alcohol, non-prescribed drugs, or controlled substances.
21. Creating disturbances on the premises at any time.
22. Disregard of known safety rules or common safety practices.
23. Unsafe operation of motor driven vehicles.
24. Operating machines or equipment without safety devices provided.
25. Participating in or witnessing gambling, lottery, or any other game of chance on district property.
26. Unauthorized distribution of literature, written, or printed matter of any description on district property.
27. Posting or removing notices, signs, or writing in any form on bulletin boards of district property at any time without specific authority of the administration.
28. Poor workmanship.
29. Immoral conduct or indecency including abusive and/or foul language.
30. Making or receiving personal telephone calls or texting, posting to Facebook, or use of other social media during working hours-
31. Walking off the job.
32. Continued poor or negative attitude while on the job, including poor relationship with other staff or students.
33. Smoking in unauthorized area or at unauthorized time.
34. Failure to dress appropriately for work assignment.
35. Refusal of job transfer within the district when transfer does not result in demotion.
36. Abuse of rest periods or meal period policies.

37. Inappropriate and/or unauthorized use of the school district's computer network or Internet connections.
38. Insubordination of any kind.
39. Racial discrimination, including racial slurs or other demeaning remarks concerning another person's race, ancestry, or country of origin and directed toward another employee, a student or a visitor.
40. Violation of any district rule or policy.
41. Violation of any administrative rule or order.
42. If it is in the best interest of the school district, any support person may be suspended, demoted, or terminated.

Violations of any of the above may lead to the suspension, demotion, or termination of the support employee.

If the Board reinstates the support employee, then the employee will be reimbursed with back pay

This list is not intended to be all inclusive, rather to serve as examples.

#### ARTICLE VI: REDUCTION OF FORCE

- A. In the event the Board determines the necessity of reducing the support staff work force, due to lack of work or lack of funds, the Board shall proceed in the following manner:
  1. Prior to board action regarding a reduction in the support staff work force, the Board will provide notification to the Association. After such Board action, the appropriate administrator/department head shall provide notification by certified mail to the least senior employee in the designated positions(s) at least thirty (30) calendar days prior to the effective date of such reduction in force.
  2. The Board will determine which position(s) will be subject to reduction in force according to department (i.e. clerical, transportation, technology, custodian, cafeteria, assistant, and maintenance). The appropriate administrator/department head shall then identify the specific the specific positions(s) to be eliminated.
  3. The number of people affected by reduction in force will be kept to a minimum by not employing replacements, insofar as practical, for employees who resign, retire or otherwise vacate support positions.
  4. Reduction in force will begin by first dismissing any temporary, seasonal or similar part-time employees within the affected department or departments. For this article part-time will be defined at less than 6 hours per day.
  5. Seniority shall be defined as an employee's length of uninterrupted service to the district within the employee's current department. If two or more employees subject to layoff within a job classification have equal seniority, the Board shall determine the order of layoffs according to such criteria as performance history and additional training and experience. An employee whose position is eliminated through reduction in force may take the position of a less senior employee in a lesser job classification within the same department. Under no circumstances may an employee take the position of an employee in a higher job classification. For example, an individual whose position in class III is eliminated

- may not take the place of a less senior employee in class II but could take the place of less senior employee in class IV.
6. Support personnel whose positions are eliminated in one department may be considered for employment in another department.
- B. Individuals who have been subject to the reduction in force policy may be recalled according to the following provisions:
1. Recall shall be in reverse order of reduction. No new employees may be hired for a job classification if an employee from the same, or higher, classification is still laid off.
  2. Any support personnel whose position has been eliminated according to the reduction in force provisions shall be automatically placed on the recall list for a period of eighteen (18) months from the effective date of the employee's layoff.
  3. It is the responsibility of each individual on the recall list to provide written notification to the superintendent of any change in address. Failure to do so absolves the Board of any further responsibility to the individual.
  4. Individuals who have been reduced from the support staff and who are on the recall list may continue all benefits insofar as permitted by the applicable program provisions, with the understanding that any premiums or other costs shall be paid by those individuals.
  5. When a recalled employee returns to work, all benefits, including the appropriate pay step for the position to which the employee has been assigned, shall be reinstated.

## ARTICLE VII: JOB DESCRIPTIONS

Each position filled by support personnel shall have a job description containing the following information:

- A. department
- B. classification within the department
- C. license requirements (if applicable)
- D. duties to be performed

Upon recommendation by the administration or support personnel, and approval by the Board, job descriptions may be updated and placed into effect at any time it is deemed appropriate. However, if a change in a job description requires additional licensing and/or skill training, the support employee holding the position will be granted an amount of time mutually agreed upon by the department head and/or administration and the employee, to get the required license or acquire the additional skills.

Upon written request a support employee may have his/her job description and job placement based on said job description reviewed by his/her immediate supervisor at any time during the contract year.



## ARTICLE VIII: POSTING OF VACANCIES

- A. Department heads of the various departments will notify the support employees in their department of all new positions and vacancies in current positions by posting a notice of vacancies in an appropriate place in each building this is the work site for employees of said department. Postings will include pay range and benefits.
- B. This notice will be posted for a minimum of five (5) days prior to the application deadline. If at all possible, any summer program positions shall be posted by May 1.
- C. These vacancy notices shall include job category, job classification, job qualifications, and number of working days required per year, application deadline and person to whom the application is to be made.
- D. Any employee currently employed may apply for vacancies and newly created positions. He/she will be given first consideration in filling of the position. Factors in consideration will include job performance, qualifications and seniority in district. If there are multiple employee applicants, in district, who are deemed equally qualified, seniority shall be the determining factor.
- E. A copy of the materials posted under this article will be provided to the Association president at the time the notices are posted.

## ARTICLE IX: TRANSFER AND ASSIGNMENT

Employees who transfer from one department to another shall have their job experience evaluated for relevance to their new job assignment for determination of their pay scale placement for their new assignment. An employee could be placed anywhere from zero (0) to their full earned experience.

When a change of assignment is deemed necessary, a conference to discuss the change will be held with the affected employee prior to the change being made.

## ARTICLE X: EVALUATION

- A. All support personnel under contract with Noble Public Schools will be evaluated in writing, a minimum of one time annually, and a copy shall be distributed to the support employee prior to May 1.
- B. Each evaluation will be followed by an evaluation conference between the evaluator and the support employee evaluated. At this conference, the support employee and the evaluator shall discuss the evaluation and, if necessary, the evaluator will make suggestions as to how the employee may improve his/her performance.
- C. At the evaluation conference, the support employee shall sign this written evaluation report to acknowledge that he/she has read the report. A copy of the evaluation report will be given to the employee and another copy will be forwarded to the superintendent of schools.
- D. Within two (2) weeks after the evaluation conference, the employee may respond to the evaluation report in writing and this response shall become a part of the record.
- E. Except by order of a court of competent jurisdiction, evaluation documents and the responses thereto shall be available only to the evaluated employee, the Board, the administration and legal counsel of Noble Public Schools, the Board and

administration of any school to which the employee applies for employment and any other such persons specified by the employee in writing.

- F. If, after completing the evaluation, the evaluator feels a plan for improvement is warranted, he/she shall develop a written plan for improvement and present it to the evaluated employee within ten (10) days of the evaluation conference. The written plan for improvement shall be signed by the evaluator and the evaluated employee and a copy shall be retained by both and a third copy will be forwarded to the superintendent.
- G. Support employees given a plan for improvement shall be evaluated again in accordance with the provisions of this article after the time allowed for improvement has elapsed.
- H. The support personnel evaluation instrument and the plan for improvement form currently being used will remain in effect until these instruments have been reviewed by the Association and the Board and, if necessary, changed by mutual agreement.

#### ARTICLE XI: SICK LEAVE

- A. Sick leave shall be defined as those days provided to the support employees whereby they may be absent, without loss of pay, from their duties due to illness, accidental injury or pregnancy of the employee or accidental injury or illness in the employee's or spouses immediate family. Immediate family shall be defined as spouse, children, parents, grandparents, grandchildren, sister, brother or any other relative of the support employee or spouse who lives with and is the responsibility of the employee.
- B. Each support employee shall accrue sick leave days each year at the rate of one (1) day per full month of service, not to exceed the number of hours per day for which they are regularly employed, to a maximum of twelve (12) days per year. Sick leave accumulation shall be unlimited.
- C. The right to sick leave shall vest on the first day of employment of each contract year, except during the first year of employment when said sick leave will vest one day per month as it is accrued.
- D. Written notice of sick leave accumulated shall be provided to each support employee within thirty days after the beginning of his/her contract year. Said notice will be as of June 30 of that calendar year.
- E. If, after all accumulated sick leave has been exhausted, an employee who has been employed by the district for at least one year, continues to be unable to work due to personal illness or injury, said employee will, upon request from the employee, be placed on unpaid leave of absence until the end of the contract year or until the employee has recovered sufficiently to perform his/her regular duties during the contract year. If, after all accumulated sick leave has been exhausted and an employee desires to continue to be absent from work due to illness or injury in the employee's immediate family, said employee may submit a written request for an unpaid leave of absence for the purpose. Upon approval of the board, the leave will be granted. If policies and organization regulations permit, provisions will be made for support employees to continue to participate in these programs by paying their own premiums and dues. When a support employee returns to work from leave of

absence due to personal illness or injury, or illness or injury in his/her immediate family, he/she will be restored to his/her position or a position of like status. However, support employees on unpaid leave of absence are subject to reduction in force the same as an employee currently working.

- F. Support employees may be required to submit appropriate evidence, upon request by the administration, concerning cause of absence in order to qualify for sick leave benefits. Any single absence beyond the equivalent of five (5) working days may require a doctor's statement upon return to work. Support employees who take an unfair advantage of sick leave benefits shall be subject to disciplinary action ranging from forfeiture of a day's pay for each day of violation to potential termination of employment.

#### ARTICLE XII: EMERGENCY LEAVE

- A. Emergency leave shall be granted each year for support employees who work a minimum of four hours a day based on a five day workweek. The available leave shall be based upon the following formula:
  - 1. Average number of work hours per day multiplied by four (4) for twelve (12) month employees.
  - 2. Average number of work hours per day multiplied by three (3) for nine (9) month employees.
  - 3. For contracted employees working on a schedule other than above, emergency leave will be prorated based upon the length of the contract.
- B. For support employees who work less than four (4) hours a day based on a five-day workweek, the available leave shall be the average number of work hours per day multiplied by two (2).
- C. Emergency leave may be used for:
  - 1. Death in the immediate family as defined in Article "sick leave".
  - 2. Death of another relative or close friend, not to exceed the equivalent of one (1) day.
  - 3. Accidents or disaster, not chargeable to sick leave, in the immediate family involving personal property that requires immediate attention.
  - 4. Inclement weather.

#### ARTICLE XIII: PERSONAL LEAVE

- A. Support employees who are contracted to work at least four hours per day for at least (9) months per year will be provided three (3) days at their daily number of hours of personal business leave, each year.
- B. The number of hours taken, as a personal business leave day shall not exceed the number of hours regularly worked each day by the support employee.
- C. Any support person who works less than a full semester shall not be eligible for personal business leave.

- D. Personal business leave may be used upon approval of the department head/administrator, must be requested in writing at least twenty-four (24) hours prior to the leave, and may not be taken immediately preceding or following a holiday, vacation or school break except when unforeseen circumstances occur. If the department head/administrator concurs that such circumstances exist, approval may be granted with less than twenty-four hours notice.
- E. Unused personal leave days shall convert to sick leave at the end of the fiscal year.

#### ARTICLE XIV: LEGAL LEAVE

Support personnel employed by the Noble Public School district shall be granted leave for jury duty or for service as a witness subpoenaed in a criminal, civil or juvenile proceeding and the district shall pay the employee, during such service, his/her full contract salary. Pay received for serving as a juror or witness will be paid to the district or an equal amount will be deducted from the employee's paycheck.

#### ARTICLE XV: BEREAVEMENT LEAVE

Support personnel shall be provided two (2) days bereavement leave each year. Bereavement leave may be taken in the event of the death of a member of the immediate family, another relative or close friend. The Superintendent's office may extend bereavement leave days for extraordinary circumstances. Allowance of bereavement leave will be granted through the Superintendent's office. Bereavement leave in non-cumulative. Bereavement leave may be approved for less than a full day. For the purpose of bereavement leave, "immediate family" is defined as "spouse, children, parents and step-parents, grandparents, sisters, brothers, grandchildren, aunts, uncles, nieces, nephews of the employee or the employee's spouse". Additionally, any other family member who lives with and/or is the responsibility of the employee will be included.

#### ARTICLE XVI: MATERNITY/PATERNITY LEAVE

- A. Family and Medical Leave - The Board agrees to abide by the terms of the Family and Medical Leave Act of 1993. The Board reserves unto itself all rights, powers, and elections accruing to it under the act.
- B. Upon completion of the family or medical leave, the employee will be entitled to return to his/her previous position of employment or a like position if the previous position is not available.

#### ARTICLE XVII: HOLIDAYS

The Noble School District provides twelve (12) paid holiday for employees employed on twelve (12) month contracts that work at least four (4) hours per day. These holidays are:

Independence Day	Labor Day
Thanksgiving (2 day)	Christmas (4 days)
New Year's Day (2 days)	Spring Break (3 days)
Memorial Day	

ARTICLE XVIII: VACATION

- A. Vacation is provided with pay for support personnel employed for at least four (4) or more hours per day, on twelve (12) month contracts. Vacation leave will accrue at the rate of one (1) day for each full month worked up to a maximum of ten (10) days per year for said employees who have worked in the District less than six (6) full years.
- B. Twelve month employees who are employed for four (4) or more hours per day, and who have completed six (6) full years, on a twelve month contract, with the District will be eligible for fifteen (15) days of vacation for the seventh year and each fiscal year thereafter. Vacation for these employees will accrue at the rate of one and one-half (1 1/2) days, per each full month worked up to a maximum of fifteen (15) days per fiscal year.
- C. The use of vacation leave must be approved by the employee's department head. Vacation days will not accumulate beyond the current year plus any unused vacation leave accrued during the previous fiscal year. Department heads shall not withhold approval of vacation for the purpose of causing support employees to lose vacation days. An employee may be remunerated, on a per diem basis, for up to ten (10) days of unused vacation leave, if funds are available. An employee may carry forward one year of vacation leave.

ARTICLE XIX: PROFESSIONAL LEAVE

- A. Support personnel may be granted professional leave to attend conferences; meetings and workshops designed to improve job performance of said personnel. The requesting employee's department supervisor shall attach a written recommendation concerning the request to the employee's request for professional leave and forward it to the superintendent. Professional leave will be granted upon approval of the superintendent.
- B. Support personnel on approved professional leave shall not suffer any loss of salary or benefits.
- C. When support employees are requested by the administration to attend professional meetings, they shall be considered to have been on temporary reassignment rather than professional leave.
- D. Support employees using professional leave to attend conferences, meetings and workshops shall be reimbursed for prior approved expenses.
- E. Support employees who are required by the district to attend workshops during the summer outside their normal contract year will be compensated at their contracted

rate of pay for such attendance, if said workshop is required for the support employee to remain qualified for the position he/she currently holds.

#### ARTICLE XX: RETIREMENT INCENTIVE BONUS

Upon retirement from Noble Public Schools, an employee whose age and years of service has reached eighty (80) for pre 1991 employment and ninety (90) for post 1991 employment, and been with the Noble School District for a minimum of five (5) years, shall be paid a Retirement Incentive Bonus based on one of the following formulas:

1. The number of unused accumulated sick leave days during employment with Noble Public Schools x \$20.00.  
Or
2. If the employee uses 120 days of accumulated sick leave to count toward Retirement, the number of accumulated sick leave days during employment with Noble Public Schools minus 120 x \$20.00.

Such payment shall be made at the same time the final check is issued.

#### ARTICLE XXI: LEAVE DAY DEFINED

All leave benefits will be calculated in one-half hour segments.

#### ARTICLE XXII: EMPLOYMENT NOTIFICATION

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

#### ARTICLE XXIII: GRIEVANCE PROCEDURES

##### A. Definitions

1. A "grievance" shall mean a claim by a grievant that there has been a violation, misinterpretation or misapplication of the provisions of this agreement.
2. The term "grievant" shall mean the person or persons making the claim. The association may be the grievant either in grievances involving association rights as provided in this agreement or at the request of an employee or group of employees.
3. The term "days" shall mean working days of the support employee. If the grievance is filed outside the contract year of the support employee, "days" shall mean the working days of the administrator/supervisor involved at the level the grievance is being processed.

## B. Informal Resolution

It is usually most desirable for an employee and the employee's immediate supervisor to resolve problems through free and informal communications. Therefore, an employee with a grievance may first discuss it individually with the immediate supervisor within fifteen (15) days after the employee knew or should have known of the incident upon which the grievance is based. Should such informal processes fail to satisfy the support employee, then a grievance may be processed as follows.

## C. Formal Resolution

### 1. Step I:

- a. The grievant shall submit a written grievance (on the appropriate form) to the immediate supervisor within fifteen (15) days after the informal discussion of the alleged violation or, if there was no such discussion, within fifteen (15) days after the employee knew or should have known of the incident upon which the grievance is based. The written grievance shall cite the specific article, section and paragraph of this agreement upon which the grievance is based and the specific remedy sought.
- b. The supervisor shall schedule and hold a hearing within five (5) days after receipt of the written grievance. Persons who may be present at this hearing include the grievant, the immediate supervisor, as well as representatives and/or witnesses for the grievant and/or the supervisor.
- c. Within five (5) days after the day on which the hearing was held, the immediate supervisor shall provide the supervisor's written decision with reasons therefore to the grievant and the Association.

### 2. Step II:

- a. If the grievant is not satisfied with the decision in Step I, the grievant may submit a written appeal of the decision to the superintendent within five (5) days after receipt of the Step I decision. A copy of the original grievance and a copy of the immediate supervisor's response shall be submitted with the appeal.
- b. The superintendent, or designee, shall schedule and hold a hearing within five (5) days after receipt of the written appeal. The superintendent, or designee, shall serve as the hearing officer. Those present at the hearing shall be the hearing officer, the grievant; the grievant's immediate supervisor and representatives and/or witnesses for the parties to the grievance.
- c. Within five (5) days after the day on which the Step II hearing was held, the hearing officer shall provide the officer's written decision with reasons therefore to the grievant, the grievant's immediate supervisor and Association

### 3. Step III:

- a. If the grievant is not satisfied with the decision in Step II, the grievant may submit a written appeal of the decision to the Board within five (5) days after receipt of the Step II decision. A copy of the original grievance and copies of the Step I and Step II decisions shall be submitted with the appeal.
- b. The Board shall set a hearing on the appeal for the Board's next regularly scheduled meeting or may schedule a special meeting within ten (10) days

after receipt of the written appeal. The Board and/or the grievant may request that the hearing be held in executive session. Those present at the hearing shall be the board members, the grievant, the superintendent, and/or designee, the grievant's immediate supervisor and representative and/or witnesses for the parties to the grievance.

- c. At the conclusion of the hearing, the board will render its decision by vote of the members present. Within five (5) days after the hearing, the Board shall provide a written decision, with reasons therefore to the grievant, the superintendent and/or Step II designee, the grievant's immediate supervisor and the association

#### D. Other Provisions

1. Time limits established herein may be extended by mutual agreement between the grievant and the person(s) conducting the hearing at that step of the process. In the event such limits are not extended, failure to file a grievance or an appeal within the established time limits shall forfeit the grievant's right to further appeal. In the event such limits are not extended, failure to provide a decision within the established time limits shall provide the grievant with the right to appeal to the next step of the process.
2. If hearings involving the grievance procedure are held during the support employee's regular work hours, all persons who participate in the hearing shall be released from their regular duties and will not suffer loss of time or pay for said participation.
3. No reprisal of any kind will be taken by any party to the grievance procedure because of participation or lack of participation in any such grievance.
4. The Board, the Association, the administration and the grievant will cooperate in the investigation of any grievance and will furnish such information as is necessary for the processing of the grievance.

#### ARTICLE XXIV: PAYROLL DEDUCTIONS

In addition to those deductions required by state and federal law, each support employee may, upon written authorization, initiate the following payroll deductions:

1. O.E.A. Credit Union
2. Dues for National Education Association, Oklahoma Education Association and NSPA (if desired)
3. Contributions to Educators' Political Action Committee
4. Tax sheltered annuities
5. United States savings bonds
6. District approved insurance programs
7. IRS-125 programs adopted by the local school board



#### ARTICLE XXV: ACCIDENT INSURANCE

The Noble School agrees to abide by Oklahoma Statutes, Section 689 "Workers' Compensation Insurance" by purchasing workers' compensation insurance to cover support employees employed by Noble Public Schools.

#### ARTICLE XXVI: WORK TIME RECORDS

In determining time worked for pay purposes, time shall be calculated to the nearest fifteen (15) minutes. Time will be rounded up to fifteen (15) minutes if the time actually worked is more than seven and one-half (7 1/2) minutes. Time will be rounded down to the previous fifteen (15) minutes if the time actually worked is seven and one-half (7 1/2) minutes or less.

#### ARTICLE XXVII: PHYSICAL FOR EMPLOYEES

Any employee required by the district to have a commercial driver's license has been employed by the District one (1) complete school year, the District agrees to reimburse the employee the cost of his/her annual physical, not to exceed \$25.00 per year. District will pay for CDL licensing for all employees whose job includes driving a bus including renewals. Employees will be reimbursed after being employed with the district for 90 days. There will be no waiting period for renewal reimbursements.

#### ARTICLE XXVIII: SAFE WORKING CONDITIONS

- A. The District shall maintain healthy and safe conditions at each work location in compliance with all city and state statutes and/or regulations governing such conditions.
- B. No employee shall be required to work under unsafe or hazardous conditions as determined by proper regulatory authority.
- C. Employees shall be made aware of departmental rules and regulations relating to the employee's safety in that individual's particular job

#### ARTICLE XXIX: INDIVIDUAL CONTRACT

- A. Each support employee, whose remuneration for services exceeds \$500.00 per year, will be issued an individual contract. Said contract will be issued at the beginning of the employee's work year.
- B. The individual employee contract and its addendum shall include:
  - 1. Employee's name

2. Term of the contract
3. Assigned position
4. Date of original employment in current position
5. Year experience in current position
6. Hourly rate of pay
7. Amount of benefits paid by the district on the employee's behalf
8. Number of hours per work day under this contract
9. Number of days per work year under this contract
10. Any additional special conditions of employment

C. This agreement and its appendices shall be incorporated by reference into each employee's individual contract with the same force and effect as though fully set forth therein.

Noble Public Schools  
Addendum to support employee's employment contract

Employee's Name \_\_\_\_\_

Term of Contract \_\_\_\_\_

Assigned Position \_\_\_\_\_

Date of Original Employment in this Position \_\_\_\_\_

Years of Experience in this Position \_\_\_\_\_

Hourly Rate of Pay \_\_\_\_\_

Amount of District Paid Benefits \_\_\_\_\_

Number of Hours Per Work Day Under This Contract \_\_\_\_\_

Number of Days Per Year Under This Contract \_\_\_\_\_

**ARTICLE XXX: BAD WEATHER DAYS**

When Noble Public Schools are closed due to bad weather, the superintendent will decide whether the support employee shall report to work or remain at home. If the employee chooses, upon approval of his/her immediate supervisor, to remain at home on a day that the superintendent deems a work day, the employee may choose to use an emergency leave day, personal leave day, a vacation day, or may be docked that day's pay.

## ARTICLE XXXI: STAFF DEVELOPMENT DAYS

Support personnel will be given two (2) staff development days.

Support personnel on nine (9) month contracts will be paid their hourly rate to attend staff development workshops. Attendance will be mandatory. Support personnel on twelve (12) month contracts will be reassigned to attend staff development workshops. An agenda of workshop activities will be submitted to the superintendent's office prior to the staff development day. Departments will be allowed to schedule the appropriate trainings and dates as needed.

## ARTICLE XXXII: TRANSFER OF SUPPORT PERSONNELS' CHILDREN

In the event that any non-resident children are allowed to attend Noble Public Schools, then, any non-resident support personnel shall be allowed an equal opportunity for their children to attend Noble Public Schools. This does not apply to those transfers whom Noble Public Schools are required by law to give or to those transfers who are covered by the "grandfather" clause.

## ARTICLE XXXIII: DONATION OF SICK LEAVE

- A. When an employee has exhausted his/her sick leave in accordance with district policy, that employee may apply for one or more donated sick leave days. The application form for donation of sick leave should be filled out, signed, and turned in to Central Office. The application should include a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition. The maximum amount of donated sick leave days an individual may receive during a school calendar year is 30 days. However, the sick leave committee, with the approval of the Superintendent, reserves the right to grant additional days for catastrophic situations. Examples would be heart attacks, strokes, advanced cancer, severe car accidents and the like.
- B. A committee consisting of two people chosen by the Noble Support Personnel Association and one administrator shall rule on the validity of the application for the donation of sick leave.
- C. If the committee finds a majority decision in favor of the leave, a memo will be posted seeking donors. Donations will be accepted on first come, first served basis until the number of requested days is reached.
- D. A district employee may donate sick leave to another district employee when the receiving employee has exhausted, or will exhaust, all accumulated sick leave. Sick leave provision, due to pregnancy, miscarriage, childbirth and recovery therefrom, injury, illness, impairment or physical or mental condition, which is of a severe or extraordinary nature, and involves the employee, a relative of the employee or

household member and the condition has caused, or is likely to cause, the employee to go on leave without pay or terminate employment.

- E. As used in this section:
  - 1. "Relative of the employee" means a spouse, child, stepchild, grandchild, grandparent, stepparent, or parent of the employee.
  - 2. "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. The term does not include persons sharing the same general house, when the living style is primarily that of dormitory or commune.
  - 3. "Severe" or "extraordinary" means serious, extreme or life threatening, including temporary disability resulting from pregnancy, miscarriage, childbirth and recovery therefrom.
  - 4. "District employee" means any support employee of the district.
- F. The donating employee may donate any amount of sick leave provided the donation does not cause the sick leave balance of the donating employee to fall below 30 days.
- G. Any shared sick leave not used by the recipient during each occurrence shall be returned to the donors. The shared sick leave remaining will be divided among the donors on a prorated basis and returned at its original value and reinstated to the annual leave balance of each donor.
- H. All donated sick leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick leave for the purposes of the leave sharing program.

#### ARTICLE XXXIV: COMPENSATION

- A. Pay Date
  - 1. Support employees will receive their paychecks twice a month on the 15<sup>th</sup> and last day of the month. All employees will be paid through Direct Deposit.
- B. Support employees will be assured of receiving an equal number of work days as stated in their contract.
- C. Support employee's paychecks will provide a differentiation of regular and other compensation insofar as allowable within the district's payroll data processing system.
- D. Custodians who are contracted to work an evening shift (until at least 9:00 pm) with Noble Public Schools will be compensated an additional twenty cents (.20) per contracted hour as shift differential pay.
- E. Overtime
  - 1. Overtime will be allowed upon authorization from the administrator in charge and approved by the superintendent. Time and one-half (1 1/2) of the employee's regularly hourly rate will be paid or compensatory time equal to one and one-half (1 1/2) time the amount actually worked in excess of forty (40) hours per week will be allowed for all authorized overtime hours. The seven-day workweek shall begin at 12:00 a.m. Sunday and continue through 11:59 p.m. Saturday. The

- schedule may be adjusted within this workweek by the department head/administrator if it is necessary, as long as the number of hours is not reduced.
2. Authorization for all overtime must be signed by the administrator in charge. Overtime will be paid at the end of the pay period in which the overtime was worked. Compensatory time must be allowed during the pay period in which the overtime was worked.
  3. Any employee who is called back to perform services outside the employee's normal work schedule will be paid for a minimum of two (2) hours of work on each such occasion.
- F. Each support employee of the Noble Public Schools will be placed their respective salary schedule. Their experience level will be determined at the discretion of the Superintendent.
- G. If the negotiated contract for the ensuing year has not been ratified prior to the beginning of the support employee contract year, said employee will be advanced his/her experience step (if applicable) and will be paid at the rate provided for that step until a new contract is ratified. Upon ratification of the new contract changes in pay and/or benefits will be made retroactive to the beginning of the employee's work year.
- H. Non-certified coaches that have been approved by the board shall be entitled to the salary that is applicable to the certified position.
- I. There will be a minimum of two hours pay on all transportation trips.

#### ARTICLE XL: DURATION OF NEED EMPLOYEES

These employees will be hired for the duration of need or a specific project. Their pay will be no less than hourly substitute pay with no benefits.

SUPPORT SALARY SCHEDULE 2015-2016

MAINTENANCE	STEP	CLASS 1	CLASS II	CLASS III	CLASS IV
	0	13.70	12.10	11.10	9.20
	1	13.90	12.30	11.30	9.40
	2	14.10	12.50	11.50	9.60
	3	14.30	12.70	11.70	9.80
	4	14.50	12.90	11.90	10.00
	5	14.70	13.10	12.10	10.20
	6	14.90	13.30	12.30	10.40
	7	15.10	13.50	12.50	10.60
	8	15.30	13.70	12.70	10.80
	9	15.50	13.90	12.90	11.00
	10	15.70	14.10	13.10	11.20
	11	15.90	14.30	13.30	11.40
	12	16.10	14.50	13.50	11.60
	13	16.30	14.70	13.70	11.80
	14	16.50	14.90	13.90	12.00
	15	16.70	15.10	14.10	12.20
	16	16.90	15.30	14.30	12.40
	17	17.10	15.50	14.50	12.60
	18	17.30	15.70	14.70	12.80
	19	17.50	15.90	14.90	13.00
	20	17.70	16.10	15.10	13.20
	21	17.90	16.30	15.30	13.40
	22	18.10	16.50	15.50	13.60
	23	18.30	16.70	15.70	13.80
	24	18.50	16.90	15.90	14.00
	25	18.70	17.10	16.10	14.20

Class I      Mechanic  
 Class II     Skilled Maintenance  
 Class III    General Maintenance  
 Class IV     Grounds Worker

CUSTODIANS	STEP	CLASS I	CLASS II
	0	10.00	9.20
	1	10.20	9.40
	2	10.40	9.60
	3	10.60	9.80
	4	10.80	10.00
	5	11.00	10.20
	6	11.20	10.40
	7	11.40	10.60
	8	11.60	10.80
	9	11.80	11.00
	10	12.00	11.20
	11	12.20	11.40
	12	12.40	11.60
	13	12.60	11.80
	14	12.80	12.00
	15	13.00	12.20
	16	13.20	12.40
	17	13.40	12.60
	18	13.60	12.80
	19	13.80	13.00
	20	14.00	13.20
	21	14.20	13.40
	22	14.40	13.60
	23	14.60	13.80
	24	14.80	14.00
	25	15.00	14.20

Class I      Lead Custodian  
Class II      Custodian

CAFETERIA	STEP	CLASS I	CLASS II	CLASS III	CLASS IV
	0	10.30	9.60	9.00	8.40
	1	10.50	9.80	9.20	8.60
	2	10.70	10.00	9.40	8.80
	3	10.90	10.20	9.60	9.00
	4	11.10	10.40	9.80	9.20
	5	11.30	10.60	10.00	9.40
	6	11.50	10.80	10.20	9.60
	7	11.70	11.00	10.40	9.80
	8	11.90	11.20	10.60	10.00
	9	12.10	11.40	10.80	10.20
	10	12.30	11.60	11.00	10.40
	11	12.50	11.80	11.20	10.60
	12	12.70	12.00	11.40	10.80
	13	12.90	12.20	11.60	11.00
	14	13.10	12.40	11.80	11.20
	15	13.30	12.60	12.00	11.40
	16	13.50	12.80	12.20	11.60
	17	13.70	13.00	12.40	11.80
	18	13.90	13.20	12.60	12.00
	19	14.10	13.40	12.80	12.20
	20	14.30	13.60	13.00	12.40
	21	14.50	13.80	13.20	12.60
	22	14.70	14.00	13.40	12.80
	23	14.90	14.20	13.60	13.00
	24	15.10	14.40	13.80	13.20
	25	15.30	14.60	14.00	13.40

Class I Asst CN Director  
Class II Site Manager  
Class III Cook  
Class IV Helper



TECHNICIAN	STEP	CLASS I	CLASS II
	0	12.10	9.40
	1	12.30	9.60
	2	12.50	9.80
	3	12.70	10.00
	4	12.90	10.20
	5	13.10	10.40
	6	13.30	10.60
	7	13.50	10.80
	8	13.70	11.00
	9	13.90	11.20
	10	14.10	11.40
	11	14.30	11.60
	12	14.50	11.80
	13	14.70	12.00
	14	14.90	12.20
	15	15.10	12.40
	16	15.30	12.60
	17	15.50	12.80
	18	15.70	13.00
	19	15.90	13.20
	20	16.10	13.40
	21	16.30	13.60
	22	16.50	13.80
	23	16.70	14.00
	24	16.90	14.20
	25	17.10	14.40
	Class I	Technology Associate	
	Class II	Technology Helper	

CLERICAL	STEP	CLASS I	CLASS II
	0	10.30	9.50
	1	10.50	9.70
	2	10.70	9.90
	3	10.90	10.10
	4	11.10	10.30
	5	11.30	10.50
	6	11.50	10.70
	7	11.70	10.90
	8	11.90	11.10
	9	12.10	11.30
	10	12.30	11.50
	11	12.50	11.70
	12	12.70	11.90
	13	12.90	12.10
	14	13.10	12.30
	15	13.30	12.50
	16	13.50	12.70
	17	13.70	12.90
	18	13.90	13.10
	19	14.10	13.30
	20	14.30	13.50
	21	14.50	13.70
	22	14.70	13.90
	23	14.90	14.10
	24	15.10	14.30
	25	15.30	14.50

Class I      Financial Secretary  
Class II      Attendance Secretary / Dispatcher

ASSISTANTS	STEP	CLASS I	CLASS II
	0	9.40	9.20
	1	9.60	9.40
	2	9.80	9.60
	3	10.00	9.80
	4	10.20	10.00
	5	10.40	10.20
	6	10.60	10.40
	7	10.80	10.60
	8	11.00	10.80
	9	11.20	11.00
	10	11.40	11.20
	11	11.60	11.40
	12	11.80	11.60
	13	12.00	11.80
	14	12.20	12.00
	15	12.40	12.20
	16	12.60	12.40
	17	12.80	12.60
	18	13.00	12.80
	19	13.20	13.00
	20	13.40	13.20
	21	13.60	13.40
	22	13.80	13.60
	23	14.00	13.80
	24	14.20	14.00
	25	14.40	14.20

Class I      Teacher Assistant with Para Certification  
Class II      Teacher Assistants

TRANSPORTATION	STEP	CLASS I	CLASS II	CLASS III
	0	13.70	11.50	10.70
	1	13.90	11.70	10.90
	2	14.10	11.90	11.10
	3	14.30	12.10	11.30
	4	14.50	12.30	11.50
	5	14.70	12.50	11.70
	6	14.90	12.70	11.90
	7	15.10	12.90	12.10
	8	15.30	13.10	12.30
	9	15.50	13.30	12.50
	10	15.70	13.50	12.70
	11	15.90	13.70	12.90
	12	16.10	13.90	13.10
	13	16.30	14.10	13.30
	14	16.50	14.30	13.50
	15	16.70	14.50	13.70
	16	16.90	14.70	13.90
	17	17.10	14.90	14.10
	18	17.30	15.10	14.30
	19	17.50	15.30	14.50
	20	17.70	15.50	14.70
	21	17.90	15.70	14.90
	22	18.10	15.90	15.10
	23	18.30	16.10	15.30
	24	18.50	16.30	15.50
	25	18.70	16.50	15.70

Class I      Transportation Mechanic  
Class II      Mechanic Helper / Master Drivers  
Class III     Transportation Drivers

TRAINEE (ALL DEPARTMENTS)	7.75
TRANSPORTATION TRIPS	9.50

