

**Newcastle Association
of
Support Employees**

Negotiated Agreement
2017-2018

I *SCOPE OF CONTRACT*

1.01 RECOGNITION

Scope of bargaining is contained in the Procedural Agreement pages 1 and 2 section 2.1-3.3.

1.02 SERVABILITY

Move to Duration Section IX.

II EMPLOYMENT PROVISIONS

2.01 JOB DESCRIPTIONS

Job descriptions will be developed for each position utilizing input from each support area. This will be completed by September 1, 1995.

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

No support employee who has been employed in the school district for one year or more may be suspended, demoted, or terminated except for causes set out by this policy, without a hearing according to House Bill 130 and after meeting the requirements of applicable state and federal law.

Whenever the Superintendent of Schools or the employees' 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 of schools or the employees' immediate supervisor may suspend the employee with pay without notice of hearing. If an employee is suspended for a period exceeding ten days, the Superintendent of the district shall initiate proceedings for termination and shall follow the procedures set forth in this policy. However, in a case involving a criminal charge, the suspension may be delayed until the case is adjudicated at trial. Nothing herein shall prevent proceeding against the employee during or after the suspension for termination as provided in this policy.

Prior to any demotion or termination the support employee shall receive notice of his/her right to a hearing, which if requested will be conducted by the Board of Education. All notices shall be by certified mail, with the postmark used to determine the timelines of such notice. The support employee must request a hearing within ten working days of said notice or be deemed to have waived his/her right to a hearing.

If the support employee requests 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 days prior to aforesaid meeting. A special meeting may be conducted no sooner than 10 days and no later than 30 days after the receipt of employees request.

The decision of the Board of Education shall be final.

Nothing in the above stated policy shall be construed to prevent lay-off for lack of funds or lack of work.

In order to comply with title 7- of the Oklahoma Statutes, Section 6-101.04 through 6-101.47, the Newcastle Board of Education hereby adopts the

following causes for suspension, demotion or termination of support employees¹:

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, except as allowed by law.
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. Posing or removing notices, signs, or writing in any form on bulletin boards of district property at any time without specific authority of the administration.

¹ 2016-2017

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.

VIOLATION FOR ANY OF THE ABOVE SHALL BE SUFFICIENT GROUNDS FOR THE SUSPENSION, DEMOTION, OR TERMINATION OF THE SUPPORT EMPLOYEE

2.03 POSTING OF JOB VACANCIES

All support personnel job vacancies will be published via district wide e-mail and the school website² for a minimum of five working days prior to outside advertising. In addition, the Association President will be notified of such vacancies.

Current support employees will be considered for these positions. All Newcastle Public School support employees who apply for a posted position will be offered an interview.

The support employee applicants not hired will be notified within five working days of the position being filled.³

² 2016-2017

³ 1995-1996

2.04 SUMMER AND TEMPORARY EMPLOYMENT⁴

All summer employment will be published via district wide e-mail, the school website⁵ and the Association President will be notified. Current employees will be considered for these positions.

Temporary employees are those persons hired to work at a special task until that task is finished, or to work for a specified period of time. There is no permanency of employment of temporary employees and they do not qualify for benefits that accrue to permanent employees.

When there is a temporary position open for a special task, the current support employees will be notified in writing before hiring from outside the school. In emergency situations, as determined by an administrator, this notification procedure may not be followed. The notification will list how many hours a day, amount to be paid and approximate length of the job. If, after one year, there is still a need for this position, a recommendation from the administration will be made to the board regarding making this position permanent.

2.05 REDUCTION IN STAFF

In the event it is necessary, due to lack of work or lack of funds, to have a reduction in staff, the Board of Education shall determine which positions are to be retained. In implementation of a reduction in staff, the Board of Education shall follow this procedure:

1. The Board and/or administration shall advise the Association that a reduction in staff is necessary.
2. A hiring freeze shall be imposed.
3. Losses through normal attrition (retirement, resignation, or a position otherwise vacated) shall, insofar as is practical, not be replaced. Support employees declared to be excess in a building in a given department shall be transferred, when qualified, to fill vacancies in other buildings within their department or another department.
4. Probationary employees shall be laid off.
5. Seniority shall determine any further reduction in force within a department.

SENIORITY

Seniority shall be defined as a support employee's length of service since his/her initial date of employment without regard to part-time service. If two or more support employees subject to layoff, within a department, have equal seniority, the layoff determination shall be made by lot.

⁴ 2007-2008

⁵ 2016-2017

NOTICE OF LAYOFF

Whenever layoffs become necessary all notices of layoffs shall be in writing (certified mail) and shall specify the reason for layoff. Said notice of layoff should be given at least two (2) weeks prior to layoff date.

REEMPLOYMENT

Laid off persons are eligible for a period of one calendar year for reemployment in the reverse order of layoff. No new support employees shall be hired for positions during the period of support employee layoff if a qualified support employee is available on the reemployment list. Following the one year period, laid off employees will be considered for reemployment upon receipt of an application. This application must be updated annually.

NOTIFICATION OF REEMPLOYMENT OPENINGS

Any support employee who is laid off and is subsequently eligible for reemployment shall be notified in writing, by the Board, of an opening for a period of one calendar year. Such notice shall be sent by certified mail to the last address given the Board by the support employee.

SUPPORT EMPLOYEE NOTIFICATION TO THE BOARD

A support employee shall notify the Board or Superintendent⁶ of his/her intent to accept or refuse employment within five (5) working days following receipt of reemployment notice. Failure to notify within 5 working days constitutes refusal of employment.⁷ If the support employee accepts reemployment, the support employee must report to work within fifteen (15) days following receipt of the reemployment notice.

2.06 OVERTIME

The Superintendent of Schools or his designee will pay overtime upon approval. Regular pay will be paid for all work up to 40 hours per week. Time and one half will be paid for hours worked over 40 hours per week.

2.07 COMPENSATORY TIME

Compensatory time will only be authorized by the Superintendent or designee.⁸

2.08 PROBATIONARY SUPPORT EMPLOYEE

The first year of initial employment shall be considered to be a probationary period in which the immediate supervisor shall evaluate the support employee's ability to perform the functions required of the position. At any

⁶ 2016-2017

⁷ 2016-2017

⁸ 2016-2017

time prior to the conclusion of the probationary period, the support employee may be recommended for termination without a formal hearing, if it is determined by the administration, that the support employee is unable to perform the required functions of the position.

2.09 INDIVIDUAL CONTRACT

All support personnel will receive their individual contract by October 30 of each contract year or within thirty days of ratification of the master agreement. Contracts will define each employees work day, year and hourly wages.

2.10 PERSONNEL FILE⁹

- A.** Only one official current personnel file for each support employee shall be maintained and this will be in the central office. Principals may keep anecdotal notes: however, only documentation in the official file may be used in an official action taken towards a support employee. The personnel file shall contain only the following items and those required by law.
 - 1. Letters of commendation
 - 2. Evaluations and responses
 - 3. Transcripts
 - 4. Resumes
 - 5. Copies of current and previous years' contracts
 - 6. Leave records
 - 7. Written admonishments and responses
 - 8. Application for Employment
 - 9. Federal employment forms
 - 10. Criminal Record Report
- B.** Materials related to discipline or reemployment shall not be placed in the employee's personnel file without first giving the employee a copy. After receiving a copy, the employee shall have fourteen days to provide a written response. This response shall be included in the personnel file.
- C.** Each employee shall have the right, upon request, to review the contents of his/her personnel file. An Association representative, at the employee's request, may accompany them in this review.
- D.** Support employee's personnel files shall be confidential according to applicable statutes of law.
- E.** No materials shall be permanently removed from the employee's file without the mutual consent of the employee and the principal or superintendent: however, updating of routine documents and removal of outdated material will be acceptable. Material removed will be given to the employee.

⁹ 2005-2006

2.11 DRUG TESTING¹⁰

Drug Testing will go into effect for all support staff. Drug Testing will be requested at one of the following:

1. Applicant
2. For Cause-one under the influence
3. Random
4. Post-Accident

2.12 CHRISTMAS AND SPRING BREAK:¹¹

Custodian will be given the option to work 10 hour-4 day weeks during Christmas Break and Spring Break.

¹⁰ 2011-2012

¹¹ 2014-2015

III INDIVIDUAL RIGHTS

3.01 RIGHT TO REPRESENTATION AT A DISCIPLINARY CONFERENCE

- A.** 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. The administrator shall give reasonable notice of said scheduled conference and shall advise the support employee of his/her right to representation at the conference. The conference may be recorded, if mutually agreed by both parties involved.
- B.** A disciplinary conference is defined as any meeting between a support employee and the employee's supervisor or any person higher in the employee's chain of command, including those meetings known as "due process meetings" and "per-termination meetings" and "pre-determination meetings" where the result of the communications engaged in at those meetings may result in the employee being assigned disciplinary action.¹²
- C.** "Disciplinary conference" does not include a meeting or conference between the support employee and his/her supervisor that is intended solely to improve the performance of said employee or to discuss or present said employee's annual performance evaluation.

3.02 SUPPORT EMPLOYEE RIGHTS

- A.** No support employee shall be harassed or discriminated against by the administration, school board, or labor organization because of his/her affiliation or non-affiliation with the association. It shall be prohibited for support employee organization, support employee or employer to impede, restrain or coerce a support employee(s) in the exercise of his/her rights. Guaranteed by section 509.10 of Oklahoma State Law.
- B.** The Board and Association agree that discipline, reprimand or discussion of issues or problem specific to any support employee shall occur in private.
- C.** The Board shall strive to comply with city, state and federal statues and or regulations governing healthy and safe working conditions.
- D.** Support employees shall not be required to work under unsafe or hazardous conditions as determined by proper regulatory authority. Employee concerns shall be reported in writing to his/her immediate supervisor/administrator and the report shall be forwarded to the appropriate Superintendent/Board.
- E.** Employees shall be made aware of departmental rules and regulations relating

¹² 2005-2006

to the employees safety in that individuals job.

3.03 EVALUATION

Informal evaluations will be held for each support employee by their immediate supervisor. Evaluation and Improvement forms are included in this contract. Each support employee will be evaluated annually. The employee shall acknowledge the written evaluation by his/her signature on the evaluation report.¹³ See Exhibit A and B.¹⁴

One copy of the evaluation report shall be given to the employee being evaluated. One copy shall be given to the administrator of the building/work site, and one copy will be placed in the personnel file in the superintendent's office.

After an evaluating conference, the employee may respond in writing and this response shall be part of the record. Such responses must be made within ten (10) working days of the receipt of the evaluation.

Except by order of a court of competent jurisdiction, evaluation documents and the responses of the employee shall be available only to the evaluated employee and the Board or administrative staff making the evaluation, and other such persons specified by the employee in writing.

If the evaluation indicates a need for improvement, the administrator will develop a program for improvement with specific written suggestions for improvement in the areas where a need for improvement has been indicated.

All new employees will be informally evaluated within the first six months of employment and formally evaluated prior to the end of the first year of employment.

3.04 GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure at the lowest possible level equitable solutions to a claim by the grievant of an alleged violation of the Negotiated Agreement.

B. DEFINITIONS

1. A "grievance" is a claim by an employee or employees that there has been a violation, misinterpretation, or misapplication of the terms of this

¹³ 2003-2004

¹⁴ 2016-2017

- Negotiated Agreement, which has affected that employee or employees.
2. The “grievant” is the employee or employees making the claim.
 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.
 4. “Day”, except where otherwise indicated, shall mean working days.

C. GENERAL PROVISIONS

1. A person of their choosing at levels two, three and four of this procedure, may accompany each the grievant and the administration.
2. The Association may file a grievance as the “grievant” on alleged violations of the article pertaining to Association Activities.
3. The grievant shall have the sole responsibility for pursuing the grievance through all levels and within the time limits specified in these procedures.
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. Failure by the administration at any level to respond to a grievance with the specified time limits shall permit the grievant to appeal to the next level.
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.
7. No reprisals shall be taken against the grievant, any witness or other participant in the grievance procedures by reason of such participation.
8. Evidence and testimony presented at any level of this procedure shall be limited to that which was presented at previous levels.
9. 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.
10. All meetings and/or hearings under this procedure, with exception of those at level four, shall not be conducted in public and shall only include parties in interest and their selected representatives.

D. INITIATION AND PROCESSING OF A GRIEVANCE

1. Level One

- A. An employee with a grievance shall first discuss the grievance individually with the supervisor within ten (10) days after the aggrieved party knows 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.

2. Level Two

- A. If the grievant is not satisfied with the disposition of the grievance at level one, the grievance may be filed within five (5) days of the level one response, with the site administrator, citing the article and section alleged to have been violated and specific remedy sought.
- B. The site administrator shall schedule and hold a meeting with the 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 the meeting.

3. Level Three

- A. 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 the Superintendent.
- B. The Superintendent or designee shall schedule and hold a meeting with the grievant within five (5) days after receipt of the appeal and shall transmit a written decision to the grievant within five (5) days of the meeting.

4. Level Four

- A. 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.
- B. The Board will hear the appeal at its next regularly scheduled meeting or at a special meeting which has been called for the purpose. The Board shall transmit its written decision to the grievant within five days of the meeting. The decision of the Board shall be final.

IV ASSOCIATION RIGHTS AND PRIVILEGES

4.01 USE OF SCHOOL FACILITIES

The Association will coordinate use of school facilities through the appropriate school administrator. See Policy BB and complete Facility Use Agreement (Exhibit C).¹⁵

4.02 SCHOOL COPIERS

The Association may use school copiers on a limited basis at no charge. The Association will provide their own paper and not interfere with the educational process.

4.03 USE OF SCHOOL MAIL

- A. The Association may use the districts inter office mail system for Association communication.
- B. The privacy of covered or sealed communication shall be respected.

4.04 USE OF BULLETIN BOARDS

The Association may use bulletin boards at each site; however, no political advertisement shall be posted.

4.05 AVAILABILITY OF PUBLIC INFORMATION

- A. Upon written request from either the Association President or the spokesperson for the Association negotiation team, the Board shall make available to the Association any compiled public information that the Association deems necessary for administering this Agreement and/or negotiating a successor agreement.
- B. A complete copy of the public information contained in the official Agenda and school board packet for each School Board meeting shall be made available to the NASP president and vice president when the Board members are provided with such copies.

4.06 ASSOCIATION LEAVE¹⁶

The Board shall provide the Association a pool of (5) days leave which may be used for attendance to workshops, conferences or other organizational meetings by designated Association members.

¹⁵ 2016-2017

¹⁶ 2005-2006

V LEAVE PROVISIONS

5.01 SICK LEAVE

Employees will accrue sick leave at the following rate:

9 Month Employee (Bus Driver only)	2 hours per month over 9 months
9 Month Employee (Teaching Assistants)	6.75 hours per month over 9 months
10 Month Employee (Registrars and Secretaries)	8 hours per month over 10 months
12 Month Employee (Custodial & Maintenance)	8 hours per month over 12 months

Sick leave will accumulate up to a maximum equivalent of 120 working days.

An employee 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 instead of workman's compensation, but at no time will both be paid.

Sick leave may be used for the employee, his/her spouse, his/her children, his/her parents, or any person who may be living with the employee. Other reasons are subject to administrative approval.

A support employee is required to contact his/her immediate supervisor if he/she is going to be late or absent from work for any reason. The supervisor may require that a doctor's statement be provided to verify recurring, on-going, or frequent illness of the employee. A medical leave of absence shall be defined as an absence for personal illness of more than four (4)¹⁷ consecutive workdays. When this type of absence occurs, the employee may be required to provide certification of illness by a physician. If such request is made, the district will reimburse the employee for the health insurance office co-pay, applicable for obtaining the certification. Before returning to work after a medical leave of absence, an employee may be asked to present a "release to return to work" letter from the attending physician.¹⁸

5.02 EMERGENCY LEAVE

This policy provides the equivalent of 3 working days a year of non-cumulative emergency leave not chargeable to sick leave for those employees who work less than 1920 hours¹⁹ per year. Employees who work more than 1920 hours²⁰ will receive the equivalent of 4 working non-cumulative emergency leave days per

¹⁷ 2016-2017

¹⁸ 2005-2006

¹⁹ 2016-2017

²⁰ 2016-2017

year.²¹ Emergency leave is granted, with full pay, for unforeseen circumstances, which would reasonably keep an employee from performing his/her duties. The term “emergency” shall apply to leave with the following categories:

1. Funerals
2. Accidents, deaths, disaster in the immediate family involving personal property that requires immediate attention.
3. School Closings (Must use personal day/days if no emergency available).

Other reasons are subject to administrative approval. The employee shall give as much notice as possible under the circumstances that he/she needs to use emergency leave.

Emergency Leave will accrue to the employee on the first day of the month following the first 30 calendar days of employment.²²

5.03 PERSONAL LEAVE POLICY

Support personnel who work less than 1920 hours²³ per year and have been employed by the district for a minimum of 3 months of continuous service will be granted the equivalent of 4 working days of personal cumulative leave with pay per school year.²⁴ Employees who work more than 1920 hours per year will receive the equivalent of 5 working personal leave days per year.²⁵ The supervisor must be notified 24 hours²⁶ in advance when an employee wishes to take personal leave. No explanations are necessary. Personal leave will not be approved immediately before or after a holiday or break unless prior approval is granted. Personal Leave will accrue to the employee on the first day of the month following the first 30 calendar days of employment.²⁷

5.04 SICK LEAVE SHARING

Any support employee who exhausts all of his/her sick leave may request consideration for support personnel sick leave sharing. The request will be made through the Superintendent’s office and notice of the request will be distributed to each site. A sign-up sheet will be available at the Superintendent’s office.

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

²¹ 2007-2008

²² 2016-2017

²³ 2016-2017

²⁴ 2002-2003

²⁵ 2007-2008

²⁶ 2012-2013

²⁷ 2016-2017

financial support with the employee) of the donee; and; The condition has caused or is likely to cause the donee to take leave without pay or terminate employment.²⁸

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

An employee may receive up to the equivalent of thirty (30) days. If all thirty days are utilized the employee may request an additional thirty (30) equivalent working days. The maximum an employee may receive under this plan is sixty (60) equivalent working days, with the exception of a catastrophic illness or injury. In which the employee may request an additional thirty (30) days of sick leave sharing, with board of education approval. The maximum that shall be granted in this case would be a total of ninety (90) days.

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

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

Any donated leave that is not used shall be returned to the donating employees.²⁹

The board is the determining body as to whether the donee meets the criteria above and has previously abided by district leave policy.³⁰

5.05 JURY OR COURT DUTY

The district (as per State Statue 70-6-104) will grant a support employee leave for jury service or as a witness subpoenaed in a criminal, civil or juvenile proceeding and shall pay the employee during such service the full current salary. Compensation received from serving as a juror or witness will need to be signed over to Newcastle Public Schools³¹.

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.

5.06 MILITARY DUTY

The District will grant Military Duty Leave as regulated by law.

²⁸ 2011-2012

²⁹ 2011-2012

³⁰ 2011-2012

³¹ 2014-2015

5.07 LEAVES OF ABSENCES

The District will abide by the Family Medical Leave Act.

VI FRINGE BENEFITS

6.01 SICK LEAVE ACCUMULATION REIMBURSEMENT

Support personnel who work 30 hours or more per week, upon leaving the system³² with a maximum of 120 equivalent working days accrued sick leave, will be compensated by the Newcastle School District for accumulated sick leave as described in the schedule in addition to applying the 120 days of accrued sick leave as an additional year of service toward retirement, provided the total number of sick leave days is acceptable to the Teacher Retirement System.³³

Years of Service	Rate of Pay per Equivalent Day
0 less than 5	\$0.00
5 less than 10	\$5.00
10 less than 15	\$10.00
15 less than 20	\$15.00
20 or more	\$20.00 ³⁴

Support employees who die in district service shall have \$15.00 per equivalent day for all unused sick leave paid to his/her estate.

6.02 PAID HOLIDAYS

Support employees who are employed on a 260 equivalent day contract will be granted the following holidays with pay: New Years, Memorial Day, and July 4th, Labor Day, Thanksgiving Day and Christmas Day Support employees who are employed on a 240 equivalent day contract will be granted with pay: Memorial Day and July 4th.

6.03 VACATION³⁵

All support employees, who are employed on a 240 equivalent day or more contract, will be granted ten (10) equivalent working days' vacation and may carry over five (5) equivalent working days into the next fiscal year. The carryover days expire if not used by the end of the following year. Vacation leave will accrue at the rate of .83 days for each full month worked up to a maximum of ten (10) equivalent working days per year. Employee's written request for vacation time must be approved by the superintendent and/or supervisor. Vacation leave will accrue on the last day of the month beginning in July. Those 240 equivalent days or more employees, who were not employed for a full year, will have their vacation time pro-rated. While on Workman's Compensation or long-term disability leave, vacation time will not accrue.

³² 2007-2008

³³ 2004-2005

³⁴ 1998-1999

³⁵ 2007-2008

6.04 WORKERS COMPENSATION

The Newcastle School District shall provide workers compensation according to State Law.

6.05 UNEMPLOYMENT COMPENSATION

The Newcastle School District shall provide unemployment compensation according to State Law.

6.06 INSURANCE PROGRAMS

The Board shall pay that part of health Insurance Premium for each support employee as mandated by State Law.

The Board shall continue to provide a ten thousand (\$10,000) life insurance policy for each support employee who works 6 hours or more per day.

*Insurance company rules.

6.07 BREAK TIME

Break time will be adjusted at each site and job according to the circumstances. Each support employee will receive a minimum of 15 minutes break each 3 hour work period.

6.08 ATHLETIC PASSES

A pass identical to the Faculty pass will be provided to each support employee and their guest each year.

6.09 EXTRA DUTY SCHEDULING

A support employee shall be on any duty scheduling committees.

VII COMPENSATION

7.01 TRAVEL REIMBURSEMENT

Each support employee required by assignment to travel during the school day and not already or otherwise compensated, shall be paid for the use of a personal automobile. The compensation shall be calculated on the prevailing IRS per mile rate. Preapproved travel outside of school hours will be compensated at \$.20 per mile or use of school vehicle granted.³⁶

7.02 MANDATORY MEETINGS

A required meeting by support employee's immediate administrator will be paid at regular pay and subject to section 2.06.

7.03 COMPENSATION PROCEDURE

The compensation of all support employees covered by this contract is set forth in Section VIII, attached hereto and made a part hereof.

- A. All payroll will be done through direct deposit.³⁷
- B. Paychecks will be dispersed on the last working day of each month from the administration building.³⁸
- C. Support employees who are not exempt under FLSA and who are called in to work during their off duty hours shall be paid a minimum of one hour work time. 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.

7.04 ACTIVITY TRIP ASSIGNMENT

Drivers for activity trips shall be at the discretion of the Transportation Director, the appropriate administrator, or their designee.

7.05 ACTIVITY DRIVER PAY SCHEDULE

- A. When a driver is on an activity trip during their regular route time, the driver shall be paid for only the activity trip.
- B. A substitute for the regular route shall be provided by the Board.
- C. An activity trip driver will be paid \$8.50 per hour³⁹ for the duration of the trip unless special rates of pay are agreed upon prior to the trip.

³⁶ 2016-2017

³⁷ 2016-2017

³⁸ 2016-2017

³⁹ 2009-2010

- D. On extended trips, meals and lodging will be agreed upon between the driver and the trip sponsor.
- E. Any driver required to show up for an activity trip and then is not required to make the trip shall be paid (2) hours pay for “show up” time.

7.06 REGULAR ROUTE BUS DRIVER

The assignment of bus drivers shall be at the discretion of the Transportation Director in keeping with Section 2.08.

The Transportation Director or his designee will be available for any bus problems or discipline problems that might occur both before school and until the last bus has returned after school.

VIII PAY SCALES

8.01 STEP RAISE QUALIFICATION

Support Employees must work 67% of the total contract days for the job position they were hired to receive a step raise the next year.⁴⁰

8.02 SUB PAY RATE

Sub pay for support personnel will be \$7.25/hr.⁴¹

⁴⁰ 2007-2008

⁴¹ 2009-2010

8.01 Assistants

YEARS	CLASS 1	CLASS 2	CLASS 3	CLASS 4
0	\$7.25	\$8.10	\$8.70	\$8.90
1	\$7.45	\$8.30	\$8.90	\$9.10
2	\$7.65	\$8.50	\$9.10	\$9.30
3	\$7.85	\$8.70	\$9.30	\$9.50
4	\$8.05	\$8.90	\$9.50	\$9.70
5	\$8.25	\$9.10	\$9.70	\$9.90
6	\$8.45	\$9.30	\$9.90	\$10.10
7	\$8.65	\$9.50	\$10.10	\$10.30
8	\$8.85	\$9.70	\$10.30	\$10.50
9	\$9.05	\$9.90	\$10.50	\$10.70
10	\$9.25	\$10.10	\$10.70	\$10.90
11	\$9.45	\$10.30	\$10.90	\$11.10
12	\$9.65	\$10.50	\$11.10	\$11.30
13	\$9.85	\$10.70	\$11.30	\$11.50
14	\$10.05	\$10.90	\$11.50	\$11.70
15	\$10.25	\$11.10	\$11.70	\$11.90
16	\$10.45	\$11.30	\$11.90	\$12.10
17	\$10.65	\$11.50	\$12.10	\$12.30
18	\$10.85	\$11.70	\$12.30	\$12.50
19	\$11.05	\$11.90	\$12.50	\$12.70
20	\$11.25	\$12.10	\$12.70	\$12.90

- CLASS 1: Teacher's Aide
- CLASS 2: Library Aide/Computer Aide/Title VII Aide
- CLASS 3: Assistants with OGET, Associates Degree, Para Professional, 60+ College Hours
- CLASS 4: Title VII Instructor, Special Needs Para Professional

The administration will set the hours and days of each employee and administrators' discretion. will be used to establish the years of service for new employees or transferred employees.

- Special Needs Para professionals- Aides whose job includes, but is not limited to changing diapers, feeding, lifting students to and from equipment and performing physical therapy will be placed in Class 4
- Title VII Aide- Aide whose job includes assisting Title VII Instructors.
- Title VII Instructors- Instructors that work in a self-contained independent room using different manipulatives and methods to further assist the students in mastering an understanding of the subject being taught in the classroom. Also, teaching Native American crafts, lifestyles and customs. Assisting with maintaining and obtaining the documents and records required for the Federal Grants that fund the program. This does not include assistants to Title VII Instructors.

- 2004-2005 add steps 12-15 and \$.05 increase to class 1
- 2005-2006 increase Class 1 \$.15, Class 3 \$.25, Class 4 \$.05 and increase all steps \$.20 raise per year.
- 2009-2010 adds step 16; and class 1 new starting rate of \$7.25
- 2009-2010 Physicals are required for special needs aides.
- 2010-2012 Add Steps 17 & 18
- 2012-2013 Add Step 19
- 2014-2015 Add Step 20
- 2016-2017 Special Needs and Title VII descriptions amended

8.01 Custodial/Maintenance

Years	Class 1	Class 2
0	\$8.20	\$10.00
1	\$8.40	\$10.20
2	\$8.60	\$10.40
3	\$8.80	\$10.60
4	\$9.00	\$10.80
5	\$9.20	\$11.00
6	\$9.40	\$11.20
7	\$9.60	\$11.40
8	\$9.80	\$11.60
9	\$10.00	\$11.80
10	\$10.20	\$12.00
11	\$10.40	\$12.20
12	\$10.60	\$12.40
13	\$10.80	\$12.60
14	\$11.00	\$12.80
15	\$11.20	\$13.00
16	\$11.40	\$13.20
17	\$11.60	\$13.40
18	\$11.80	\$13.60
19	\$12.00	\$13.80
20	\$12.20	\$14.00

Class 1: Custodian

Class 2: Site Supervisors

The administration will set the hours and days of each employee and administrators' discretion will be used to establish the years of service for new employees or transferred employees.

2003-2004 Change support raise's to \$.15 a year.

2004-2005 Added steps 11-15 and \$.05 increase per step.

2005-2006 Raised starting pay by \$.15 and increased all step raises to \$.20 each year. Defined new classes

Amended 2007-2008 SY

2009-2010 added step 16; Physicals are required

2010-2012 Added steps 17 & 18

2012-2013 Added step 19

2014-2015 Added step 20

8.01 Secretarial

Years	Class 1	Class 2
0	\$8.95	\$9.45
1	\$9.15	\$9.65
2	\$9.35	\$9.85
3	\$9.55	\$10.05
4	\$9.75	\$10.25
5	\$9.95	\$10.45
6	\$10.15	\$10.65
7	\$10.35	\$10.85
8	\$10.55	\$11.05
9	\$10.75	\$11.25
10	\$10.95	\$11.45
11	\$11.15	\$11.65
12	\$11.35	\$11.85
13	\$11.55	\$12.05
14	\$11.75	\$12.25
15	\$11.95	\$12.45
16	\$12.15	\$12.65
17	\$12.35	\$12.85
18	\$12.55	\$13.05
19	\$12.75	\$13.25
20	\$12.95	\$13.45

Class 1: Site Secretaries

Class 2: Registrar/Free & Reduced Manager

The administration will set the hours and days of each employee and administrators' discretion will be used to establish the years of service for new employees or transferred employees.

2003-2004 added 16th year

2005-2006 increase starting pay by \$.25 per class and increase step raises to \$.20 per year.

Amended 2007-2008 SY

2009-2010 added step 16

2010-2012 added steps 17 & 18

2012-2013 added step 19- Sub coordinators will receive \$250.00 per semester (\$500 per year)

2014-2015 added step 20

8.01 Special Positions

Assistant Custodial Supervisor
\$22,000-\$35,000

Assistant Maintenance Supervisor
\$22,000-\$35,000

Business/Office Manager
\$25,000-\$45,000

Central Office/Personnel
\$20,000-\$30,000

Licensed Skilled Worker

Maintenance & Custodial Supervisor
\$25,000-\$48,000

Treasurer/Activity Funds Clerk
\$22,000-\$31,000

Transportation Director
\$25,000-\$38,000

Technology Coordinator
\$35,000-\$50,000

Technology Team Leader
\$18,000-\$25,000

The administration will set the hours and days of each employee and administrators' discretion will be used to establish the years of service for new employees or transferred employees.

Amended 2010-2011 AB