# NEGOTIATED AGREEMENT

**BETWEEN** 

WATONGA PUBLIC SCHOOLS,

I-42 BLAINE COUNTY, OKLAHOMA

AND

WATONGA EDUCATION

SUPPORT PROFESSIONALS ASSOCIATION

FOR 2017-2018

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#### I. SCOPE OF CONTRACT

#### 1.01 SAVINGS CLAUSE

Should any part of the Negotiated Agreement be declared invalid by statute or a court of final jurisdiction, said part will be automatically deleted from the Negotiated Agreement to the extent that it violated the law. The remaining provisions will remain in full effect for the duration.

Within thirty (30) days after notification by a court of final jurisdiction that any part of the contract is invalid, by mutual agreement, the two parties may agree to negotiate a legally permissible replacement for the deleted part.

#### II. EMPLOYMENT PROVISIONS

#### 2.01 **JOB DESCRIPTIONS**

The Board shall maintain job descriptions for all support employee positions. A copy of the job description relating to each employee's position will be provided to that employee.

# 2.02 SUSPENSION, DEMOTION, AND TERMINATION PROCEDURES

In order to comply with Title 70 of the Oklahoma Statutes, Sections 24-132 through 24-136, the Watonga Board of Education hereby adopts the following procedure for suspension, demotion, or termination of support employees.

For the purpose of this policy a "support employee" is defined as a full-time employee of a school district who provides those services, not performed by professional educators or licensed teachers, who are necessary for the efficient and satisfactory functioning of a school district.

No support employee who is employed in the Watonga School District for one year or more may be suspended, demoted, or terminated except for the causes set out by this policy.

Whenever the superintendent of schools is of the opinion that the immediate suspension of a support employee is necessary and in the best interest of the school district, the superintendent may suspend the employee without notice or hearing. If an employee is suspended for a period exceeding 10 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 proceedings 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 or her right to a hearing, which if requested will be conducted by the Watonga Board of Education. All notices shall be by certified mail, with the postmark used to determine the time lines of such notices. The support employee must request a hearing within 10 working days of said notice or be deemed to have waived his or her right to a hearing.

If the support employee requests a hearing, the hearing shall be conducted at the next or next succeeding regularly scheduled meeting of the Watonga Board of Education, if the request is received by the Clerk of the Board at least 10 days prior to aforesaid meeting. A special meeting may be conducted if requested by the employee or at the discretion of the Watonga Board of Education. The special meeting shall be conducted no sooner than 10 days nor later than 30 days after receipt of employee's request.

The decision of Watonga Board of Education shall be final. Nothing in the above stated policy shall be construed to prevent layoffs for lack of funds or lack of work.

# 2.03 JUST CAUSE FOR SUSPENSION, DEMOTION, OR TERMINATION

In order to comply with Title 70 of the Oklahoma Statutes Section 24-132 Through 24-236, the Watonga Board of Education hereby adopts the following causes for suspension, demotion, or termination.

- 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 employee's 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 for any of the above shall be sufficient grounds for the suspension, demotion, or termination of the classified employee.

#### 2.04 DISCIPLINARY PROCESS

- 1. The first step in the disciplinary process shall be a verbal warning or reprimand.
- 2. The second step in the disciplinary process shall be a written reprimand. The reprimand will be dated and signed by the administrator issuing the reprimand. The employee receiving the reprimand must read and sign it at the time it is presented to him/her. The signature is not to signify agreement, but to verify the reprimand was received and read. If the employee refuses to sign the reprimand, said refusal will constitute an additional cause for disciplinary action. The employee may respond in writing within ten (10) days, and such response shall be filed along with the reprimand in the employee's personal file.
- 3. The third step in the disciplinary process shall be suspension, demotion, or termination, which shall occur in accordance with all applicable law.

#### 2.05 RIGHT TO REPRESENTATION

An adult representative may accompany an employee to any disciplinary conference for the purpose of written disciplinary action. Administrators should give reasonable notice of said scheduled conference. The adult representative shall not be a spouse or parent.

#### 2.06 REDUCTION IN STAFF

The Watonga Board of Education believes that every reasonable effort should be made to avoid a reduction in force at any level. However, if it should become necessary to reduce the number of full-time support employees due to lack of funds or lack of work in a particular area, the position or program will be the determining factor and not the individuals who occupy the position or serve the program.

An employee is considered to be a full-time employee if the number of hours worked is the number of hours customarily worked in that position and if that position is designated as a full-time position by the board.

A reduction in force may occur for lack of funds, lack of work because of a decline in enrollment, consolidation of programs or positions, elimination of positions, or other circumstances as determined by the board.

If termination of employment should become necessary, notices of such terminations will be made as set forth in the policy governing suspension, demotion, or termination of support employees found elsewhere in this manual.

Any necessary terminations shall begin by dismissing temporary, seasonal, or part-time employees within the job category affected. These employees shall be terminated at the discretion of the board or the board's designee. Job categories are listed alphabetically as follows:

- a. Assistants for handicapped students
- b. Bus drivers
- c. Classroom assistants
- d. Food service
- e. Maintenance/custodial
- f. Media/library assistants
- g. Office personnel/assistants

If normal attrition and the release of temporary and part-time employees do not sufficiently reduce the support staff, the following items will be considered in the reduction process in the order listed:

- 1. Job qualification by training and years of experience
- 2. In the event that two or more employees in the affected category are equal in the above factor, termination shall be made on the basis of seniority within each general job category.

Supervisors and directors shall serve at the pleasure of the board and shall not be subject to the prescribed seniority order for reductions in force. Personnel whose positions are eliminated in one category may be considered for a position in another category.

Seniority shall be defined as the total length of service as a support employee within this district. Employees who are terminated and subsequently reinstated shall retain cumulative seniority for all periods worked except for the period of termination.

An employee under RIF shall have the right of re-employment to any vacant position that the school district intends to fill provided such employee meets the qualifications of the position. This right expires one (1) year after the effective date of the RIF. The employee shall be considered in reverse order (i.e., the last dismissed will be first considered) and shall resume his/her place on the salary schedule as qualified. The employee shall be responsible to keep an up-to-date address and phone number at the central office.

#### 2.07 POSTING OF VACANCIES

The administration shall cause notices of vacancies for any support position to be posted on designated bulletin boards at each work site and in the central office during the summer months. Employees will have a minimum of five (5) working days in which to make application for a vacant position. In case of a bus route opening created by a driver taking a different route, this route opening shall be posted for no less than twenty-four (24) hours if school is in session and five (5) days if school is not in session.

Each driver shall stay with their present route until such time a voluntary transfer is requested or the board/administration requests a transfer or reassignment judged to be in the best interest of the district.

Nothing herein shall prohibit the board from acting immediately to replace a position, on an interim basis, that is considered essential.

#### 2.08 OVERTIME

#### A. Authorization

Overtime work will be allowed only by authorization from the administrator in charge. Time and one-half will be paid for all authorized overtime pay over forty (40) hours per week.

#### B. Compensation

An employee who works in excess of forty (40) authorized hours during a work week is entitled to be compensated for the hours in excess of forty (40) at one and one-half times the regular rate of pay.

Compensatory time may be taken in lieu of overtime pay one and one-half times actual time worked. All compensatory time used must be approved in advance, except in emergency situations.

### 2.09 NOTIFICATION CONCERNING EMPLOYMENT

A 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 that the school intends to employ for the subsequent school year.

#### 2.10 WRITTEN NOTICE OF ACCUMULATED SICK LEAVE

Employees will be given written notice of their accumulated sick leave days. The notice will be provided to the employee one time per semester or upon request.

#### III. INDIVIDUAL RIGHTS

#### 3.01 GRIEVANCE PROCEDURES

#### A. Purpose

The purpose of this procedure is to secure at the lowest possible level equitable solutions to a claim of contract violation by the grievant.

#### **B.** Definitions

- 1. A "grievance" is a claim by an employee that there has been a violation, misinterpretation, or misapplication of the terms of the Negotiated Agreement that has affected that employee.
- 2. The "grievant" is the employee making the claim.
- 3. The "party in interest" is the employee making the claim, or any person who might be required to take action, or against whom action might be taken in order to resolve the claim.
- 4. "Days" except when otherwise indicated shall mean working days.

#### C. Procedure

# 1. Level I

An employee with a grievance shall first discuss the grievance individually with the immediate supervisor within ten (10) days 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 II

- a. If the grievant is not satisfied with disposition of his/her grievance at level one, he/she may file the grievance within five (5) days of the level one response with the immediate supervisor citing the article and section alleged to have been violated and the specific remedy sought.
- b. The immediate supervisor 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 III

- a. If the grievant is not satisfied with the disposition of his/her grievance at level two, he/she may file an appeal within five (5) days of the level two response with the superintendent.
- b. The superintendent 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 with five (5) days of the meeting.

#### 4. Level IV

- a. If the grievant is not satisfied with the disposition of his/her grievance at level three, he/she may file an appeal 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 a special meeting which has been called for that purpose. The Board shall transmit its written decision to the grievant within five (5) days of the meeting. The decision of the Board shall be final.

## D. Right to Representation

The grievant may be represented by a person of their choosing at levels II, III, and IV of this procedure.

#### E. General Provisions

- 1. Decisions rendered at levels II, III, and IV of the grievance procedure will be in writing, setting forth the decisions and the reasons therefore and will be transmitted promptly to all parties in interest.
- 2. The grievant shall have sole responsibility for pursuing the grievance through all levels and within the time limits specified in these procedures.
- 3. Necessary forms for the filing of grievances shall be mutually agreed upon by the Organization and the Board and be made a part of this Agreement.
- 4. Failure in any step 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. Time limits at any level may be extended by mutual agreement, and such agreements shall be reduced to writing and placed in the record for that grievance.

#### IV. ORGANIZATION RIGHTS

#### 4.01 ACCESS TO BUILDINGS

The representatives of the Organization shall have access to all school buildings and to all members of the Bargaining Unit, provided that the exercise of this right does not interfere with the educational program.

#### 4.02 USE OF SCHOOL BUILDINGS

The Association may use school facilities for meetings of the general membership and/or Association committees as designated by the Association president. All such meetings must be scheduled through the building principal so as to avoid any conflicts.

# 4.03 USE OF SCHOOL MAIL

The Association shall have the right to place one (1) mailbox for each class of classified employees in each building or school and to place notices, circulars, and other material approved by the administration in these boxes.

#### 4.04 BOARD AGENDA AND MINUTES

A copy of the official agenda of the board meeting will be made available to the Association prior to the meeting. A copy of the minutes of the meeting of the Board will be available when ready for distribution.

#### 4.05 PROFESSIONAL ENRICHMENT

In-service days for professional leave will be provided to classified employees to attend workshops and/or seminars directly related to their specific job classifications upon approval of the superintendent. Each classification shall have a minimum of one (1) day a year, non-accumulative, with no loss in pay.

Leave time must be requested at least twenty-four (24) hours in advance from the classified employee's immediate administrator and the superintendent.

#### 4.06 ASSOCIATION LEAVE

Association leave may be granted only to members of WESPA as requested by the Association president and approved by the superintendent. The Association shall pay the district an amount equal to that paid to a substitute for each day granted, if a substitute is used.

#### V. LEAVE PROVISIONS

#### 5.01 SICK LEAVE

The Board will annually provide each employee one (1) day of sick leave for each month worked. Sick leave may be used for personal accidental injury, bereavement, illness, or pregnancy/adoption, or accidental injury or illness in the immediate family. (Immediate family is defined as: grandparents, parents, brother, sister, daughter, son, spouse, stepchildren, or inlaws of the same degree of relationship.)

Unused sick leave may accumulate to one hundred twenty (120) days. Employees may transfer up to a maximum of sixty (60) sick leave days from another school district in Oklahoma where they were employed. Such transfer shall be allowed following the completion of one full year of employment in the Watonga Schools. Transfers of such leave must be verified in writing by the school where the leave was accumulated.

### 5.02 PERSONAL LEAVE

The Board shall provide five (5) days of personal business leave to each support employee each year. The support employee shall have three (3) days paid by the district and two (2) days will be deducted from their salary at the cost of a substitute.

Personal business leave may be used for personal business matters, such as: personal legal, household, and/or business that must be conducted during normal working hours. Personal business leave shall not be taken for pleasure trips, recreation or vacation, seeking or interviewing for other employment, performing a service for compensation, participation in professional activities, or participating in political or social activities. Except in cases of emergency, personal business leave shall not be used during the first or last week of school or immediately preceding or following a holiday period.

Personal leave will not accumulate; however unused personal days will be added to the employee's Retirement Bank.

#### 5.03 BEREAVEMENT LEAVE

Each support staff shall be granted bereavement leave as follows: <u>Immediate family</u> - five (5) school days. (Immediate family is defined as grandparents, parents, brother, sister, daughter, son, grandchildren, spouse, or in-laws of the same degree of relationship.)

The above days are per school year.

Others - one (1) day.

Additional days taken by the employee will be charged to sick leave.

#### 5.05 INCENTIVE LEAVE

Support staff with prior mutual agreement with support employee and immediate supervisor who use only three or fewer sick leave days during the year shall be granted one incentive day to be used the following school year with no loss of pay. If this day is not used it does not carry over to the next year.

#### 5.06 FAMILY MEDICAL LEAVE

In order for school district employees to qualify for Family Medical Leave, three conditions must be met.

- 1. The school district must have 50 or more employees on the payroll for 20 workweeks during the current or preceding calendar year.
- 2. At least 50 employees must work within 75 miles of the district's work site for the district to be covered; and
- 3. The employee must have worked for the school district for at least 12 months and for at least 1,250 hours during the last year.

Eligible employees are those district employees who meet the above requirements and who request leave for one of the following reasons:

- 1. Birth, adoption, or foster placement of a child by an employee,
- 2. To care for a spouse, son, daughter, or parent who suffers from a severe health condition, or
- 3. For a serious health condition, the employee is experiencing.

Before an employee will be placed on unpaid family leave, the employee must first exhaust any accumulated sick leave, personal leave, and vacation time. Such sick leave, personal leave, and vacation time will be deducted from the 12 workweeks of eligibility. If both spouses are employees of this district, their total leave in any 12-month period will be limited to 12 weeks if the leave is taken (1) for the birth or adoption of a child, or (2) to care for a sick parent. The

right to take leave for the birth or placement of a son or daughter expires 12 months after the birth or placement with the employee.

If the superintendent deems it necessary or desirable, an employee may be required to provide certification from a physician of the necessity of any leave requested. The superintendent may require certification as to the date the medical condition began, the anticipated duration and prognosis, and medical facts about the medical condition and treatment.

If the superintendent deems it necessary or desirable, the superintendent may require a second opinion by a physician selected and paid by the district. If the original opinion and the second opinion conflict, the district may require a third opinion at the district's expense. The conclusion of the third opinion will be final and binding upon the employees and the district.

If family leave is granted for a continuing health condition, subsequent re-certification may be required at the discretion of the superintendent.

Intermittent leave may be taken in lieu of continuous leave for the birth or adoption of a child only with the concurrence of the district. The employee must provide 30 days of advance notice or as many days of advance notice as are practical.

Leave taken for serious health conditions of the employee or an eligible member of the employee's family may be taken intermittently without district concurrence. However, the employee may be transferred to another position that can better accommodate the employee's recurring absences. Such transfer will not reduce the employee's pay and benefits.

Upon completion of family leave, the employee will be entitled to return to the former position of employment with equivalent benefits and pay without loss of seniority or tenure. The employee will be deemed to be at work for the purposes of tenure accrual and retirement vesting and participation. The district will maintain the employee's medical insurance coverage. If the employee contributes toward the premium, the employee will continue to pay the same rate while on leave.

# 5.07 LEAVE SHARING PROGRAM

This regulation implements and supports the Leave Sharing Program Policy established by the Board of Education.

For the purposes of this regulation, the following definitions shall apply:

"Relative of the employee" means a spouse, child, stepchild, grandchild, grandparent, stepparent, or parent of the employee.

"House members" means the persons who reside in the same home and who have duties to provide financial support to one another. The term includes foster children and legal wards even if they do not live in the household.

"Sever" or "extraordinary" means serious, extreme or life-threatening, including temporary disability resulting from pregnancy, miscarriage, childbirth, and recovery as determined by the Board of Education.

"District employee" means a teacher or any full-time employee of this district.

In order for an employee to participate in the shared leave program, the employee must:

- 1. Meet the criteria described in this regulation, and
- 2. Have abided by district policies regarding the use of sick leave.

An employee may donate sick leave to another employee only pursuant to the following conditions:

- 1. The receiving employee or a relative or a household member of the employee must have a severe or extraordinary illness, injury, impairment, or physical or mental condition. Included within the definition of a severe or extraordinary condition is any temporary disability resulting from pregnancy, miscarriage, childbirth, and recovery.
- 2. The condition must have caused, or is likely to cause, the employee to take leave without pay or to terminate employment.
- 3. Donated sick leave will not be available until all sick leave which is available to the requesting employee is exhausted.
- 4. The amount of leave to be donated is within the limits set by the Board.
- 5. Employees may not donate excess sick leave that the donor would not be able to otherwise take and the Board will determine the amount of donated leave an employee may receive, if any.

Prior to approving donated sick leave, the Board shall require the requesting employee to provide a medical certificate from a licensed physician or health care practitioner verifying the sever or extraordinary nature and expected duration of the condition.

When using donated sick leave, the receiving employee shall be paid the regular rate of pay normally paid to the receiving employee. Shared sick leave usage records will be maintained separately from regular sick leave records.

Shared or donated sick leave may be used only by the recipient for the purposes specified in this policy and may not be used if the employee has been notified of a pending reduction in force or employment termination affecting the employee.

Any shared sick leave not used by the recipient during each occurrence of shared sick leave use shall be returned to the donating employee. If more than one employee donated sick leave to the recipient and all the donated sick leave was not used, the remainder will be prorated to the

credit of the donating employees and its original value (based on donor's pay rate) shall be restored.

Participation in this policy is strictly voluntary. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick leave for the purpose of this policy.

#### VI. FRINGE BENEFITS

#### 6.01 HOLIDAYS

The Board will recognize the following paid holidays for 12-month support employees whose contract is in effect during those days.

Labor Day (1)
Thanksgiving (2)
Christmas Eve and Christmas Day (2)
New Year's Eve and New Year's Day (2)
Memorial Day (1)
Independence Day (1)

#### 6.02 VACATION

Support employees who are employed on twelve (12) month contracts shall receive paid vacation in accordance with the criteria listed below:

- a. Employees who are hired after the school year has begun will receive one (1) day of paid vacation for each month employed during that school year. Vacation received during this partial year shall not exceed five (5) days of paid vacation.
- b. Employees who are in their first complete year of continuous employment shall receive five (5) days of paid vacation.
- c. Employees who are in their second through fifth year of continuous employment shall receive ten (10) days of paid vacation during each of those years.
- d. Employees who are in their sixth or greater years of continuous employment shall receive fifteen (15) days of paid vacation during each of those years. Five days (5) of the fifteen (15) shall be taken during the regular scheduled spring break or Christmas break.

All vacation will be taken at a time mutually agreed upon by the employee and his/her supervisor. Any vacation not scheduled prior to the end of the fiscal year, and mutually agreed not to be used, will be paid to the employee at their gross salary.

#### 6.03 BREAK TIME

Classified employees working over three (3) hours and under five (5) hours per day shall get a fifteen (15) minute break. Employees working five (5) to eight (8) hours per day shall get two (2) fifteen (15) minute breaks per day.

This break time can be adjusted at each school or department as long as each classified employee receives their allotted break time.

#### 6.04 FLEXIBLE BENEFIT AMOUNT

Support employees who work a minimum of six (6) hours a day for 172 days per fiscal year shall be entitled to the flexible allowance provided by the Education Flexible Benefits Allowance Act, 70 O.S. 26-101 et seq.

For the fiscal year ending June 30, 2003 and each fiscal year thereafter, the flexible benefit allowance amount for support personnel shall be no less than one hundred percent (100%) of the premium account for the Health Choice (Hi) option plan for an individual offered by the State and Education Employees Group Insurance Board.

Support personnel who choose not to participate in the school district sponsored cafeteria plan shall receive one hundred eighty-nine dollars and sixty-nine cents (\$189.69) per month as taxable compensation in lieu of the flexible benefit allowance

The district will pay half of the health insurance offered by the school for bus drivers who elect to take the insurance. There is no compensation if a driver chooses not to take the health insurance.

The Board agrees to provide each member a description of the coverage under the Fringe Benefits program.

#### 6.05 ATHLETIC PASSES

Each support member and their family will be given an athletic pass, provided the support employee volunteers to do gate duty for the athletic department. If the support employee does not wish to have a pass, they will not have to volunteer for gate duty nor will one be assigned to them.

#### 6.06 RETIREMENT

The district will pay 100% of teacher retirement for eligible employees.

#### 6.07 UNEMPLOYMENT COMPENSATION COVERAGE

The Watonga School District shall maintain unemployment compensation coverage for all support employees.

#### 6.08 WORKERS COMPENSATION

The Watonga School District will continue to maintain Workers Compensation coverage on all support employees. Support employees who experience on-the-job related injury must make a complete written report on approved forms to their immediate administrator as soon as possible.

#### VII. COMPENSATION

#### 7.01 PAYROLL DEDUCTIONS

In addition to those deductions required by State and Federal law, each classified employee may, upon written authorization, initiate the following payroll deductions:

- a. School approved health, hospital, life, and cancer insurance
- b. Annuities
- c. OEA/NEA contributions (dues)
- d. WESPA contributions (dues)
- e. Teacher's Retirement System

# 7.02 TRAVEL REIMBURSEMENT

Any support employee who is required by the district to use his/her personal vehicle for school business will be reimbursed at the rate of the Federal I.R.S. rate.

# 7.03 ACTIVITY DRIVER PAY SCHEDULE

Activity trips shall be compensated at the current rate of \$10.00 per hour. When a regular driver misses his/her route because of an activity he/she will be docked for the missed route and compensated at the activity rate of pay.

Expenses will be reimbursed on the following basis: Meals - \$7.50 per meal up to two meals per trip. (Reimbursement will be made upon documentation of actual expenses.)

Trips requiring special transportation needs may be assigned by the principal

#### 7.04 MANDATORY PHYSICAL

If a support employee's job classification requires the employee to have a physical, the cost of such physical will be borne by the Board of Education.

#### 7.05 MANDATORY MEETINGS

Meetings, which are required and authorized by the superintendent of schools and which exceed the contractual requirements of the employee's work day and work year, shall be compensated at the employee's regular rate of pay.

# VIII. COMPENSATION

# 8.01 HOURS, DAYS, AND SALARY

Support employees on twelve-month contract shall be given compensation time when the calendar year work days exceed the required days per year of the contracted year.

# 8.02 BUS DRIVER COMPENSATION

The bus driver salary below is calculated on a per day basis. If a bus driver has pay docked for any reason it will be on a per route basis. The per-trip salary is half the amount calculated below.

#### 8.03 SALARY SCHEDULE

Salary Schedule see Attachment "A"

\*The Board of Education may approve early retirement/resignation incentives on an annual basis.

#### Guidelines for Placement on Salary Schedule

- Any person newly hired by the district, upon showing documentation of paid work experience, will be placed on the step equal to half of their years of experience for like position (rounding up if applicable).
- Any person newly hired by the district, upon showing documentation of paid work experience from another school district, will be placed at the appropriate step based on the years they have worked for a school district.
- Any employee currently working in the Watonga School District, moving from one support position to a different support position, will be placed at the appropriate step based on the years they have worked for the district.
  - o If an employee is going to a 12-month position they will not lose any steps on the salary schedule and will be eligible for all benefits associated with that step.
  - o If an employee is moving from a 12-month position to a position that is less than 12 months they will only be eligible for benefits associated with the position that is less than 12 months.
- This will begin with board approval at the April 2015 regularly scheduled board meeting and nothing will be retroactive to previous support personnel changes.

# Compensation for Unused Sick Leave at Retirement

Retiring support personnel will receive \$20 per sick leave day not used for retirement that was accumulated in the Watonga District that is in their bank at the time of retiring. Retirement will be defined as someone resigning from the district and receiving compensation from the Teacher Retirement System.

In addition, the school board will pay support employees a \$500 stipend in or before December 31, 2017. Furthermore, with Board approval, an additional \$500 stipend will be paid in June, 2018 provided the end-of-year fund balance, after calculating the costs of the second stipend, equals or exceeds the June 30, 2017 fund balance.

#### 8.04 HOURS AND DAYS

Position	Days Per Year	Hours Per Day
Interpreter	180	7
Assistants I	<u>175</u>	7
Media Asst.	<u>175</u>	8

Bus Drivers	175	
Child Nutr./Head Cook	177	8
Cook	175	7
Custodian	260	8
Hd. Cust./Asst. Maintenance	260	8
Maintenance	260	8
Site Secretary	<u>192</u>	8
Business Mgr.	260	7
Board Clerk	100	2
Business Manager Asst.	260	7
Supervisor Transp./Maint.	260	8

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### IX. DURATION

This Agreement represents the full and complete agreements of the parties. This Agreement shall remain in full force and effect and bind the parties until replaced by a subsequent Agreement negotiated in accordance with the provisions of the Procedural Agreement.

Upon ratification, this contract shall become effective at 12:01 A.M., November 13, 2017 and will remain in effect through June 30, 2018.

# CERTIFICATION OF TENTATIVE AGREEMENT

Superintendent of Schools

Tentative agreement to the foregoing Contract between the parties is attested to by the representative whose signatures appear below.

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