

HESA
Negotiated
Agreement
2018-2019

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I. SCOPE OF CONTRACT

1.1 PROCEDURAL AGREEMENT

A. Negotiating Agreement

The Henryetta Board of Education (herein referred to as the Board) and the Henryetta Educational Support Association (here in referred to as HESA) hereby enters into the following agreement governing negotiations between the two entities.

B. Recognition

HESA is hereby recognized as he bargaining agent for all the support employees of the District with following exceptions: Any support employee serving in the supervisory and evaluation position.

C. Scope of Bargaining

The scope of bargaining shall be limited to issues affecting the terms and conditions of as stated by Oklahoma Stature 70 -509.6. The Board and HESA agree it is their responsibility to negotiate in good faith.

D. Negotiations Teams

No more than six (6) designated representatives of the Board will meet with six (6) or less designated representatives of HESA, for the purpose of negotiations, all negotiations shall take place exclusively between the designated representatives of the parties. Negotiations shall be conducted in closed sessions

E. Exchange of Information

Upon reasonable specific request, the parties shall provide each other with available information regarding negotiations.

F. Meetings

Upon request of either party to commence negotiation, a mutually agreed upon meeting date and place shall be set no more than fifteen (15) days following the Request to meet. Such request must be made between April 1, and April 15 each year. Negotiations must be completed by the first teaching day of the next school. Counter proposals will be presented at eh second meeting. No additional proposals shall be presented by either party once negotiations have started.

G. The Agreement

When agreement is reached between the negotiating teams on any proposal, The proposal shall be reduced to writing or recorded prior to the adjournment Of the meeting at which such agreement was reached, signed by both parties and marked "Tentative Agreement". When final total agreement is reached, it shall be submitted by HESA to support employees of ratification. HESA will notify the Superintendent of the results of ratification not later than ten (10) working days after the final agreement has been reached by the bargaining teams. After ratification by HESA, the Superintendent will present the agreement to the Board at the next regular scheduled meeting. Upon approval ad necessary action by the Bard, the terms of the agreement shall be implemented at the appropriate time. All agreement shall be reduced to a written contract between HESA and the Board of Education.

H. Impasse Procedure

In the event that an agreement cannot be reached on items being negotiated, either party may declare an impasse exists.

I. Fact Finding

Within ten(10) days of the request of the fact finding , the Board and HESA representatives shall implement the provisions on Oklahoma Statute 70-509.7 entitled "Fact Finding Committee" . Fact finding must be concluded within thirty (30) days after the process is implemented.

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

J. No Strike Pledge

In accordance with Oklahoma statute 70.509.8 , this agreement shall include the following:

"The procedure provided for herein for resolving impasses shall be the exclusive recourse of the professional or nonprofessional organization. It shall be illegal for the professional organization or the non professional organization to strike or threaten to strike as a means of resolving differences with the Board of Education. Any member or the professional or nonprofessional organization engaging in a strike shall be denied the full amount of his wages during the

period of such violation. If the professional or nonprofessional organization or its members engage in a strike, then the organization shall cease to be recognized as representative of the professional or nonprofessional educators and the school district shall be relieved of the duty to negotiate with such organizations or its representative."

1.02 Severability

If any provision(s) of the is agreement or any application of this agreement to any employee or group of the employees is help, by a court of competent jurisdictions, to be contrary to law, now or hereinafter enacted or ensued, then such provisions or applications shall be inoperative but the remaining provisions here of shall continue to be in affected.

1.03

All support employees pledge not to strike against the Henryetta School and in return the Board of Education pledges to never "LOCKOUT" the support employee's in an effort to keep them from performing their job duties or an effort to refuse said support employee's there pay.

- K. 1.1 For the purposes of this agreement and from this point forward a "CONTRACT EMPLOYEE" shall be defined as an employee who signs an agreement with the district to be employed for the fiscal year and receives there pay in 12 equal monthly payments in accordance with the current negotiated contract. An "HOURLY EMPLOYEE" shall be defined as an employee who does not sign the yearly fiscal contract and who is required to record their time worked a on "DAILY TIME SHEET" to be turned in to their Supervisor at the end of the month to receive their pay the following month.
- L. 1.1 In the event that a Support employee is required to work extra, a.k.a. make up time , that employee's immediate management Supervisor will be responsible for keeping the record of the support employee's time made up, **NOT** another support employee.
- M. 1.1 The District and The Board of Education agrees to make a "3rd" classification of employee for the district. From this point forward the 3 classifications of the employee's for the district shall be: Administrative , Certified, and Support !The District and The Board of Education also agrees to remove any Adminstrative names form H.E.S.A negotiating proposal and considerations, a.k.a. matching retirement, from this point forward because H.E.S.A. **DOES NOT NEGOTIATE FOR ADMINISTRATIVE POSITIONS!**

II. EMPLOYMENT PROVISIONS

2.1 SUSPENSIONS, DEMOTION OR TERMINATION

A. A "support employee" is defined as an employee of the school district who provided those services not performed by professional educators or licensed teachers that are necessary for the efficient a satisfactory functioning of the school district.

B. No support employee may be suspended, demoted or terminated except for the causes set out by this article.

C. Whenever the Superintendent is of the opinion that the support employee has committed an offense that is grievous enough that the immediate suspension of that employee is necessary and in the best interest of a school district, the Superintendent may suspended the employee without notice or hearing. If an employee is suspended for a period exceeding ten(10) days , the Superintendent of the District shall initiate proceedings for termination and shall follow he procedures set forth in this article. However, in a case involving a criminal charge, the suspension may be delayed until the case in adjudicated at trial. Nothing herein shall prevent proceeding against the employees during or after t him suspension for termination as provided in this article.

D. Whenever a supervisor of a support employee determines it is necessary to admonish a support employee for a reason he/she believes may lead to the employee's suspension, demotion, or termination the supervisor shall:

1. Give verbal direction to correct the situation and provide assistance to the employee to accomplish the changes.

2. Schedule a conference with the employee to discuss the problem and a plan for improvement.

3. Give written notice of suspension or intent to demote or terminate.

4. Give reasonable time for improvement which shall not exceed one month.

5. Prior to any demotion, termination or layoff employees shall have the opportunity to know the reasons and supporting evidence upon which the recommendation of the change in their employment is made.

6. The support employee shall have the opportunity to respond to the recommendation and reasons given.

- E. Prior to the demotion or termination, the support employee shall receive notice of his or right to a hearing which, if requested, will be conducted by the Henryetta Board of Education. All notices shall be by certified mail, with the postmark used to determine the timeliness of such notice. The support employee must request a hearing within ten(10) working days of said notice or be deemed to have waived his/her right to a hearing.
- F. If the support employee request a hearing, the hearing shall be conducted at the next succeeding regularly scheduled meeting of the Henryetta Board of Education, if the request is received by the Clerk of the Board at least ten(10) days prior to aforesaid meeting. A special meeting may be conducted, if requested, by the employee or at the discretion of the Henryetta Board of Education. The special meeting shall be conducted no sooner than (10) days, nor later than thirty (30) days, after receipt of employee's request/ The decision of the Board will be final.
- G. In order to comply with Title 70 or the Oklahoma Statutes Sections 24 - 132 through 24- 136, The Board hereby adopts the following causes for suspension, demotion, or termination:
1. Failure to be at work station at starting time.
 2. Leaving work station without authorization prior to lunch periods, or end of work day.
 3. Excessive unexcused absenteeism.
 4. Chronic absenteeism for any reason.
 5. Excessive tardiness
 6. Leaving work area during working hours, for personal reasons, without permission.
 7. An official record, personnel or otherwise, that is signed by management shall not be falsified.
 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 discretion of district property including tools, equipment or other property of others employees.

11. Theft or misappropriation of property of employees, students, or the District.
12. Refusal or failure to do work assignment.
13. threatening , intimidating, coercing and interfering with employees or supervisors , at any time.
14. The making or publishing of false, vicious, or malicious statements concerning any employee, supervisors or the District.
15. Creating disturbance on the premises at any time.
16. Creating or contributing to unsanitary conditions.
17. Practical jokes injurious to employee or district property.
18. Possession, consumption or reporting to work under the influence of alcohol, non prescribed drugs or controlled substances.
19. Disregard or known safety rules or common safety practices.
20. Unsafe operation of motor driven vehicles without proper license.
21. Operating machines or equipment without safety devices provided.
22. Unauthorized operations of tools or equipment without training or being instructed to do so.
23. Gambling, lottery , or any other game of chance on district property for individual profit.
24. Posting or removing notices , signs or writing in any form on bulletin boards.
25. Poor workmanship.
26. Deleted.
27. Immoral conduct or indecency, including abusive and /or foul language.
28. Walking off the job.
29. Smoking or the use of any tobacco products or the use of any type of Vapor products is prohibited on any school district properties.

30. Refusal of job transfer within the district , if transfer does not result in a demotion.

31. Insubordination of any kind.

32. Violation of any district rule or policy.

Violation of any of the above shall be sufficient grounds for the suspension, demotion, or termination of the support employee.

H. Fair Labor Standards Act:

It is the intent of the Henryetta Public Schools to comply with the Fair Labor Standard Act, its regulations and relevant court decisions.

2.2 POSTING OF VACANCY

The Administration shall cause notices of vacancy and / or newly created positions for support employees to be posted on the designated bulletin board at each work site. In the summer months notices will be posted in the Board of Education office and a copy of the notice will be sent to the HESA president. These notices shall be posted at least five (5) working days (ten[10] days if the vacancy occurs during the time when school is not in session) prior to the application deadline.

A. No support staff position will be filled before the BOE has accepted the current positions employees resignation.

B . These notices shall contain job title, work site, application deadline and to whom application is to be made.

C. Currently employed support employees shall have the right to request a Transfer Request (Appendix C). Such a request shall be kept on file in the Superintendent's office for a period of one (1) year and shall be reviewed each a time a vacancy or position occurs.

D. Currently employed personnel shall be given first consideration by the Superintendent for all new positions and/or vacancies for which they qualify. These considerations will start with the most senior employee who qualify and transgress down seniority list from there.

E. Temporary and /or substitute employees will be given consideration for openings for which they qualify before outside applicants

F. Each support employee will be notified by letter confirming the review of their application and status of the review.

G. Any support employee who transfers to a new position ,or an existing vacancy , shall retain seniority in the district and be placed on the salary schedule in accordance with their seniority.

2.3 REDUCTIONS IN THESUPPORT STAFF WORK FORCE

In the event of a need to reduce the numbers of support employees because of a decrease in the enrollment or a decrease in revenues such reduction shall be accomplished as follows:

A. Notification

1. When the Board determines that a reduction in support staff is possible, it will notify the HESA President in writing that a staff reduction is being considered.

2. When the Board determines that reduction in support staff is necessary, the Board shall provide written notification to the HESA president and to each support employee who will be affected by the reduction. The Board shall notify the support employee in the position By certified mail at least thirty(30) calendar days prior the effective reduction.

B. Criteria for Reduction

1. normal attrition of support employees through the District or classification.

2. Support employees may be transferred to any position for which they are qualified in order to sufficiently reduce the amount of support employees.

3. If normal attrition does not sufficiently reduce the number of support employees, seniority will be the determining factor in the reduction of the work force. Seniority will be computed form the first day hired as an employee in the school system.

4. When it becomes necessary to reduce support employees in a classification, a list of the support employees shall be made based upon seniority.

5. In the event of seniority is equal , the highest sum total of the last four digits of the employees' social security number will be used to determine seniority.

C. Recall Procedures

1. Recall shall be in the inverse order of deduction. No new employees shall be hired for any job classification if a qualified employee in their job classification is still on recall. Every possible effort shall be made to return the employee to the position /classification held immediately prior to reduction in force or to a substantially equivalent position. A support employee on the recall list shall be offered a position in the classification in which he/she was RIF'ed if an opening occurs. If more than one support employee is qualified for a position, the positions shall be offered to the support employee who had the most seniority when laid off. In the event of seniority is equal , the highest sum total of the last four digits of the employees' social security number will be used to determine seniority.

2. Laid off support employees who are on the recall list may continue all fringe benefits by paying the regularly monthly rate to the employer.

3. Support employees who are reduced from the staff shall be automatically placed on the recall list for a period of 15 months . Names will be placed on the recall list in the order of date of reduction.

4. When an individual on the recall list is notified of a vacancy he/she shall have two (2) working days from the receipt of the Superintendent's letter to respond by registered mail, return receipt requested. The letter to respond by registered mail, return receipt requested. The Superintendent shall interpret no response as refusal. The recalled employee must report for duty within fourteen calendar days of the first notification from the superintendent.

5. It is the responsibility of the individual who is on recall to notify the superintendent in writing of a change of address. Failure to do so absolves the Board of any responsibility to the individual. All rified employees will advise the BOE or superintendent of any medical issues upon recall that could affect job performance.

6, Upon return to work the recalled employee shall be placed on the current pay scale for the position.

7. A recalled employee shall retain and accumulate all time for seniority purposes during layoffs (rif's) is said employee is recalled before recall rights run out.

D. Reduction in Support Staff Work Force

When a "Reduction in Force" occurs support employee's shall have the right to transfer back to a previous held position with the district as long as the support employee who is transferring has more district seniority than the support employee who currently holding the position the transferring support employee is going to. Support employees pay shall reflect the contract position title.

2.4 NOTIFICATION OF EMPLOYMENT

A . The Board shall post a list of all support employees who have been rehired for the upcoming school year. Such list shall be posted on the front window of the Board Office and shall remain for thirty (30) days.

2.05 DELEGATION OF AUTHORITY

Cafeteria Managers	are directly responsible to the Food Service Director. The Food Service Director will be responsible for evaluations of Food Service Personnel.
Cooks	are directly responsible to the Site Cafeteria Manager.
Cafeteria assistants	are directly responsible to the Site Cafeteria Manager.
Custodians	are directly responsible to the Maintenance Director.
Maintenance (building & grounds)	are directly responsible to the Superintendent.
Bus Drivers	are directly responsible to the Transportation Director.
Teacher's Aides	are directly responsible to the Building Principal.
Secretaries	are directly responsible to the Building Principal.
Board Office Employees	are directly responsible to the Superintendent.
Paraprofessionals	are directly responsible to the site Principal.

ID. INDIVIDUAL RIGHTS

3.1 PERSONNEL FILE

- A. The Board shall maintain a central personnel file at the Board of Education office for each support employee. Supervisors may keep working files, but materials not maintained in the central personnel file will not provide the basis for discipline against the employee.
- B. Upon request, a support employee may inspect his/her personnel file(s) subject to the following:

1. Inspection shall occur during the support employee's non-working hours, including lunch and break periods.
2. Upon request, a support employee may have a HESA representative present during the inspection.
3. Copies of material in a support employees' personnel file(s) shall be provided upon request.
4. Reference checks and responses, or information provided to the Board with the specific request that it remain confidential shall not be subject to inspection or copying.
5. No material will be placed in a support employee's file(s) unless the support employee has had an opportunity to review the material. The support employee will acknowledge he/she has reviewed the material by affixing his/her signature to the copy to be files, with the express understanding that each signature in no way indicates agreement with the contents. The following materials shall be exempt: sick leave forms, personal leave forms and time sheets.
6. The support employee shall have the right to submit a written response to such material and have it attached to the file copy.
7. Reprimands and/or admonishments shall be removed from the support employee's file after three (3) years.
8. Contents of the personnel file(s) shall be kept confidential.

3.2 EMPLOYEE RIGHTS

Support employees shall not be harassed or discriminated against for the exercise of his/her rights as guaranteed by any article of this agreement.

3.3 GRIEVANCE PROCEDURE

- A. A "grievance" is a claim based upon an event or condition which affects the condition or circumstances under which an employee or group of employees work, caused by a violation, misinterpretation, or misapplication of the provisions of this agreement, Board Policy, established rights to fair treatment and/or a practice that affects the employee's performance. (It is understood that the term "Grievance" shall not apply to any matter as to which the Board is without authority to act or the manner of review is prescribed by law.)
- B. All time limits herein mentioned shall consist of working school days, except where otherwise indicated; weekends or vacation days are hereby excluded.
- C. No grievance shall be considered timely unless it has been filed within thirty (30) days of the date the aggrieved person knew of the act or condition on which the grievance is based.
- D. The purpose of this procedure is to secure, at the lowest level, equitable solutions to the problems which may from time to time arise affecting the terms and conditions of employment of employee and the professional performance of the employee. Both parties agree that these proceedings

will be kept as informal and confidential as may be appropriate at any level of the procedure.

- E. An employee with a grievance will first discuss it informally with their immediate supervisor.
- F. If the employee is not satisfied with the disposition of his grievance in the first step, the employee shall arrange a meeting with the Superintendent. The supervisor may attend the meeting only if the employee does not object. Within five (5) days after presentation of the grievance(s), the employee may file a written grievance with his immediate supervisor. An information copy is to be sent by the aggrieved person to the office of the Superintendent.
- G. Within five (5) days of receipt of the decision rendered by the immediate supervisor, the decision may be appealed to the Superintendent.
- H. Appeals to the Superintendent shall be heard by the Superintendent within ten (10) days of his receipt of the appeal. The Superintendent shall give written notice of the time, date and place of any hearing within five (5) days prior to the meeting.
- I. Within ten (10) days of hearing the appeal, the Superintendent shall communicate to the grievant his written decision.
- J. Within five (5) days of receipt of the Superintendent's decision, the decision may be further appealed, upon request to the Board of Education, and shall be heard within ten (10) days of the receipt of the appeal, or at its next scheduled meeting. Written notice of the time, date and place of the hearing shall be given by the Board five (5) days prior to the hearing. The Board shall render their decision in the matter within fifteen (15) days after hearing the appeal.
- K. At any level, other than the initial levels described in paragraph "E" above, the employee may be represented by the Association.

3.4 EVALUATION

Evaluation shall be utilized to inform support employees of their performance, and as an aid in improving performance.

- A. During their first week of work, all new support employees shall be oriented regarding evaluation procedures and instruments by the Superintendent or designee. The Superintendent and/or Superintendent's Designee shall be designated to evaluate support employees under his/her jurisdiction.
- B. Evaluation shall be conducted only by supervisory personnel and shall not be required to be performed by members of the bargaining unit. All monitoring and observation of the performance of a support employee shall be conducted openly and with the full knowledge of the support employee.

- C. During the first year of employment the support employee shall be evaluated at least twice (2), once prior to December 1, and prior to April 15.
- D. Following the support employee's first year each support employee shall be evaluated at least once a year. The evaluation shall be conducted prior April 15.
- E. All evaluations shall be on standard forms. (See Appendix B). An evaluation of unsatisfactory requires documentation together with suggestions for improvement.
- F. Each support employee will be given a true copy of his/her evaluation during a conference with the evaluator.
- G. Each support employee may respond to an evaluation within two (2) weeks and such response will be made a part of the record. All evaluations and response will be maintained in the support employee's personnel file at the central office. Evaluations will be destroyed at the employee's request three (3) years after the date of evaluation.
- H. In the event that unsatisfactory ranking is noted in the evaluation which may adversely affect a support employee's continued employment, the supervisor will provide a written plan of assistance for the support employee. The support employee shall have reasonable time (60 days) to make improvements.
- I. A support employee who believes that the evaluation is not a reflection of his/her performance may grieve his/her evaluation to the Board of Education.

3.5 RIGHT TO REPRESENTATION

Support employees shall, upon their request, have the right to be accompanied and represented by a representative of their choice at all conferences with the Administration and/or Board of Education.

The Administration and /or Board of Education shall:

- A. Give reasonable notice of said scheduled conference, for the purpose of this reasonable notice shall be defined as not less than twenty four hours (24) and not more than forty eight (48) hours of the said schedule conference.
- B. Inform the support employee of the subject to be discussed; and
- C. Inform the support employee of his/her right to representation.

3.6 STUDENT DISCIPLINARY REPORT FORM

Support employees charged with the discipline of students will follow the discipline procedures adopted for their site assignments.

Bus drivers will complete the Disciplinary Report Form, Appendix E, and turn in to the appropriate principal. Completed discipline forms will be returned to the driver via the Transportation Director who will distribute said forms to the appropriate driver.

IV. ORGANIZATION RIGHTS AND PRIVILEGES

4.1 USE OF SCHOOL BUILDINGS/MAIL

- A. HESA shall not be denied use of the following:
 - 1. School facilities may be used by HESA for small informal committee meetings or building meetings directly before and after work hours.
 - 2. Designated school mail boxes and designated bulletin boards.
 - 3. Access to printing and copy equipment with the approval of the site administrator. Supplies used for HESA publications shall be furnished or paid for by HESA.

4.2 BOARD MEETING AGENDA

- A. The Board shall provide the HESA president with a copy of the complete agenda of every Board meeting at the same time the agenda is distributed to the Board.
- B. Copies of the minutes of the Board meetings shall be available upon request of the HESA president.

V. LEAVE PROVISIONS

5.1 SICK LEAVE

- A. All full-time support employees are vested with one sick leave day for each month employed (worked) for the period. For those employees employed for the school term, August 1 to May 31, August counts as one month if school begins in August. These sick leave days are accumulated to a maximum of ninety (90) days. Those full-time support employees whose contract period exceeds ten (10) months during a fiscal year (July 1 to June 30) will be vested one day sick leave for each month of the contract.
- B. Any support employee may be absent from his or her duties due to personal illness, accidental injury away from work, pregnancy, or illness in the "immediate family" without loss of salary. Injury(s) occurring on the job at no fault of the employee will provide five (5) sick leave days. Any additional days missed due to on the job injury(s) at no fault of the employee will be taken as workmen's compensation leave and the support employee will be compensated under workmen's compensation leave insurance. Henryetta Public Schools agrees to continually maintain workmen's compensation insurance coverage to

protect and cover all employees. Accumulated sick leave will be reduced on a day (1) for day (1) basis and an hour (1) for hour (1) basis for each day or hour of sick leave taken. When a support employee takes a part of one (1) hour sick leave, it will be accounted for in fifteen (15) minute blocks. When a support employee is absent on sick leave for fifteen (15) or more minute blocks. When a support employee is absent on sick leave for fifteen (15) or more minutes, said employee will be charged ½ (one-half) an hour sick leave. When a support employee is absent on sick leave for 45 or more minutes, said employee will be charged one (1) full hour sick leave.

- C. A support employee may use his/her cumulative sick leave in his/her immediate family as hereafter defined. The term "immediate family" is defined to mean husband or wife and the following relatives: father, mother, son, daughter, brother, sister, grandchild, grandparent and corresponding relatives by affinity (marriage).
- D. If, after exhausting all sick leave, a support employee is absent from his/her duties due to personal illness, injury or pregnancy, they will receive the full contract salary for twenty (20) days, less the amount paid for a substitute.

5.2 EMERGENCY/PERSONAL LEAVE

- A. Each support employee shall be provided six(6) paid days of emergency/personal leave each year. these six(6) days may be used either as emergency days or personal days which ever that support employee chooses. If more than three (3) of the given six (6) days are used as personal days none can roll over at the end of the year as sick days. If more than three (3) of the six (6) days are used as personal days it has to be with the approval of the immediate supervisor.
- B. Personal leave is defined as a time a support employee may need away from work in order to conduct business of a personal nature. This does not include vacation time or thing of this nature. No personal leave will be granted for the day preceding a holiday or the first day after starting back to school after a holiday. After personal leave is exhausted, the person will be deducted one day wages from their pay for each day missed. If in combination more than six(6) days of personal and emergency leave is exhausted, one day pay will be deducted for each day missed from work.
- C. Each support employee shall be provided five(5) Bereavement days per year. Bereavement leave will not accumulate. Five (5) Bereavement days may be taken for the loss of any immediate in-laws. If additional five (5) bereavement days are needed within reason they will not be denied by either the superintendent or the BOE.

- D. Any unused personal leave shall be non-cumulative as personal leave but cumulative as sick leave.

5.3 RETENTION INCENTIVE

A "Retention Incentive" will be paid to all support employees with at least ten(10) years of continuous service to the district. This incentive will be in the amount of \$250.00. Support employees will receive it once yearly. It will be paid on or before the October pay date at the start of each year.

For the purpose of exercising this provision, "School Year" is defined as the first day the STUDENTS report to school after summer break. It will run until the last day the STUDENTS check out of school for the summer break.

5.04 SICK LEAVE DONATION

In the event a support employee exhausts their current leave due to illness of an immediate family member, support employees shall be eligible to donate sick days to said support employee. The donation of sick leave will not count against the attendance bonus. There will be no limit on sick days a support employee may receive when an illness or injury. There is no limit on the number of different employees that a support employee may donate to. A support employee will use all their sick leave before receiving additional days.

Such sick leave shall be donated by the completion of the Sick Leave Donation form, Appendix D.

Should the employee be able to return to work after the donated days are exhausted, the employee will be granted and extended leave of absence without pay until the beginning of the next school year. Such extended leave should be approved or disapproved by the Superintendent or the Board. In the event the employee is able to return to work sooner, they will notify the Superintendent. This leave shall be with no loss of benefits or seniority.

An employee may donate a maximum of 20 days to another employee per incident.

VI. HOURS

6.1 WORK HOURS

A. The normal work day for full time support employees shall be as follows:

Custodians	8 hours per day
Teacher Assistants (Aides)	8 hours per day 4 hours per day
Secretaries	8 hours per day The secretaries hours have changed from a seven (7) day to an eight (8) hour day. As per negotiated agreement they will be paid at their current hourly rate 1 additional hour per day.
Kitchen	7 hours per day 6 hours per day 4 hours per day 2 hours per day 1 ½ hours per day
Maintenance	8 hours per day
Bus Drivers	4 hours per day
Para- professional	8 hours per day The Para- professional hours have changed from a seven (7) day to an eight (8) hour day. As per negotiated agreement they will be paid at their current hourly rate 1 additional hour per day.

Regular substitute Bus Drivers are on an “as needed basis”. Occasional substitute drivers are on an “as needed basis”.

The normal work day for part time support employees shall be less than four (4) hours for each support employee category.

B. The school district will make every effort NOT to pull paras away from students to fill in as substitute teachers.

6.2 BREAK TIME

All support employees are entitled to a fifteen(15) minute work break for each four (4) hours worked.

6.3 OVERTIME

- A. Any support employee, not on salary working above a 40 hour week shall be eligible for overtime compensation as required by the Fair Labor Standards Act. This will include time worked after the eight (8) hour, originally scheduled, work day.
- B. Any employee working overtime shall have the option of being compensated at one and one-half times their regular hourly rate or receiving compensatory time off equal to one and one-half time the amount of overtime worked. However, all overtime must be pre-approved by the Superintendent of Henryetta Schools.
- C. Any employee working overtime will complete the OVERTIME REPORT FORM (Appendix E). This form will be given to the employee's supervisor who will forward the form to the Administration Office. The Overtime Report Form will be completed and turned in within five (5) working days after the overtime occurred. Said Overtime Report Form will be processed at the first regularly scheduled board meeting in the month following the month in which the overtime occurred.
- D. Any employee that is asked to work on their paid holiday shall fill out the overtime report form (Appendix E). This form will be given to the employee's supervisor who will forward the form to the administration office. The form will be completed and turned in within five (5) working days after the work accrued. The employee is entitled to be paid double time for the hours worked. The Superintendent must pre-approve the work to be done.
- E. When an employee is asked to work over their normal working day. The employee will be compensated pay at a rate of 1.5 their normal hourly rate the first four hours and 2.0 times their normal hourly rate for any additional time after the initial four hours of time they have worked that day. The only exception will be concerning hourly rates for athletic events that are agreed upon in this negotiated agreement.
- F. Any support employee asked to work on Saturday will be paid time and one half (1 ½) their normal rate for all time worked on Saturday. Any support employee asked to work on Sunday will be paid time and a half their normal rate the first three hours, then will be paid twice their normal rate for the remaining time worked.
- G. **"ALL"** district overtime by a support employee will be performed on a voluntary basis only and only with his/her immediate ADMINISTRATIVE supervisor's approval.

6.4 LUNCH PERIOD

All support employees, except the cafeteria staff, will be given a 30 minute lunch and will be able to take the same amount time off their normal hours. The time they use only during their lunch break, if they are made to work during this time.

6.5 PHYSICAL EXAMS AND DRUG TESTING

The district shall pay the cost of all required support employee physicals or health examinations including drug test.

No support employee shall be required to take a drug test unless specifically required as part of the annual physical for their specific job or just cause exists for the Administration to require a drug test on an employee.

6.6 PROFESSIONAL DAYS

The calendar for support personnel in service shall be structured jointly by the association and the Board. The calendar shall be available to the support personnel by May 1st for the upcoming year.

No support employee shall be required to attend a summer workshop under stipulation that attendance is mandatory for continued employment by the District if not informed of the workshop prior to May 15.

Support employees shall be fully reimbursed for all expenses incurred as a result of their attendance of workshops required by the district or state.

VIII. VACATION AND HOLIDAYS

7.1 VACATION

Twelve (12) month support employees will be awarded the following number of annual Vacation Days: (to be awarded after 1st year FULL SERVICE)

0 to 1 years -	10 working days
2 to 5 years -	12 working days
6 to 10 years -	13 working days
11 to 15 years -	15 working days
16 to 25 years -	18 working days
Over 25 years -	20 working days

The above categories have to be continuous years with no break in employment. If the employee leaves the employment of Henryetta Schools for any reason, except a reduction in Force by the school, then the employee must start back at the zero to one year category.

7.02 Holidays

Whenever a District paid holiday falls over a weekend then the following will be observed;

Friday off if the holiday falls on a Saturday.

Monday off if the holiday falls on a Sunday.

If it is a double holiday that fall on a Sunday and Monday or Friday and Saturday THEN, Monday and Tuesday will be observed for Sunday and Monday or Thursday and Friday for Friday and Saturday

The support employees hired by the School District for the school year, one hundred and eighty (180) days will have the same holidays as the certified personnel.

The support employees hired by the School District for twelve (12) months are entitled to the following paid holidays:

PAID

Memorial Day	1 day
July 4th	1 day
Labor Day	1 day
Wednesday before Thanksgiving	1 day
Thanksgiving	2 days
Christmas Eve	1 day
Christmas Day	1 day
New Years Eve	1 day
New Years Day	1 day
Two (2) additional days during Christmas Break	2 days

**Employees may use vacations days for additional holidays during the school year, if they have prior approval from the Maintenance Director and /or the Superintendent.

8.01.1BASE SALARY – CUSTODIANS

For the 2018-19 contract year, custodians who have been employed by the school district for one full year by August 1, 2015 will receive a ten dollar (10)per hour base rate.

For the 2018-19 contract year the base (beginning) salary for 12 month custodians will be \$20,800.

Ten (10) and twelve (12) month employee compensation will be paid in twelve (12) equal monthly payments, where applicable.

The work year for twelve (12) month custodians will be 2080 hours and that number will be used to calculate their annual pay.

8.0.2 BASE SALARY – SCHOOL SITE SECRETARIES

For the 2018-19 contract year, school site secretaries who have been employed by the school district for one full year as of August 1, 2015 will reflect an increase to the negotiated ten dollars (\$10) per hour base salary agreement.

For the 2018-19 contract year, the base (beginning) salary for twelve (12) month Secretaries will reflect an increase to the negotiated ten dollars (\$10) per hour base salary agreement.

Ten and twelve month employee compensation will be paid in twelve (12) equal monthly payments, where applicable.

A. The work year for twelve (12) month site secretaries will be 2080 hours and that number will be used to calculate their annual pay.

B. The work year for the eleven (11) months employee will be 1920 hours .

C. The work year for the ten (10) month employee will be 1760 hours.

8.0.2.3 As per this negotiated agreement all base salaries will be adjusted to reflect the ten (10) dollar per hour base salary agreement.

As per 2018-19 agreement all support staff shall receive a \$1.21 per hour raise.

8.2 BENEFITS

Each support employee that works thirty (30) hours a week or more shall qualify for the following benefits:

This is a decreasing Life policy which pays as follows:

64 years and 364 days and under - \$25,000.00

65 years of age to 69 years and 364 days - \$16,500.00

70 years of age and older - \$12,500.00

Life Insurance Policy of \$25,000

(cost to District \$5.25 per month, or \$63.00 per year).

These benefits shall not be less than the 1992-1993 benefit levels.

8.2.1 CHILD NUTRITION CLOTHING ALLOWANCE

Cafeteria works will be paid a clothing allowance of five (5) work shirts/ pants. Whichever is needed at the beginning of each school year. Also, work shirts that become non-presentable during the course of the school year due to cleaning, serving, grease splatters, etc. will be replaced at the schools expense, on an as needed basis.

8.2.2 MATCHING ANNUITY

The Henryetta Public Schools (HPS) will participate in an annuity plan with Richie Collins, following the graduated contribution plan as listed below for every full-time, certified employee who contributes: this will be paid annually;

For the year of 2018-2019, the matching annuity maximum will be \$25.00. The \$50.00 and \$75.00 will be suspended until the first negotiated meeting for the 2019-20 school year.

Below is the original agreement.

1 year in the HPS system - \$25 matching per month

1 plus – 5 continuous years in the HPS system - \$50 matching per month

6 – plus continuous years in the HPS system - \$75 matching per month

8.2.3 LONGEVITY RAISE

0-5 YEARS	NO RAISE
6-10	.15 PER HOUR
11-15	.25 PER HOUR
16-20	.35 PER HOUR
21-25	.45 PER HOUR
26+	.55 PER HOUR

8.3 EMPLOYEE MEDICAL INSURANCE STIPEND

(for FULL TIME support employees) –
Flexible Benefit Allowance – FBA

The Flexible Benefit Allowance (FBA) may be used by district employees who are participating in the cafeteria plan to purchase major medical health care coverage offered by the school district through the cafeteria plan. Any excess (FBA) allowance over the cost of the major medical coverage purchased by the employee who is participating in the cafeteria plan may be used to purchase any of the additional benefits offered by the district or may be taken as taxable compensation as provided by Subsection C. of the act.

Eligible support personnel who chose not to participate in the (FBA) 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, as provided by law.

Only support personnel employed by the school district for minimum of six (6) hours per day who hold a position that is defined as a minimum of 172 days or a minimum of six (6) hours per day for a minimum of one-thousand thirty-two (1032) hours are eligible for the district sponsored (FBA).

The Employees Group Insurance Division (EGID), a division of the Office of Management and Enterprise Services (OMES), formally (OSSEGIB), requires four (4) hours a day or 20 hours per week to be eligible to participate in the

districts group health insurance plan, but these employees are not eligible to receive Flexible Benefit Allowance.

8.4 RETIREMENT INCENTIVES

Support employees of Henryetta Schools will be entitled to a one (1) time retirement incentive payment upon his/her retirement, but only if they meet the following requirements.

- A. The retiring employee must be 55 years of age by the effective date of his/her resignation for purposes of retirement for the employ of Henryetta Public Schools.
- B. The retiring employee must have been employed full time by Henryetta Public Schools for a minimum of ten (10) consecutive years immediately preceding his/her retirement date.

The amount of the retirement to be paid to a full time support employee is dependent on the above requirements; and will be paid according to the following scale.

- A. Support employees employed at least ten (10) consecutive years at the time of retirement date will receive a \$3,000.00 retirement incentive.
- B. Support employees employed at least fifteen (15) consecutive years at the time of retirement date will receive \$4,000.00 retirement incentive.
- C. Support employees employed at least twenty (20) consecutive years at time of retirement date will receive a \$5,000.00 retirement incentive.
- D. Support employees employed at least thirty (30) consecutive years at time of retirement date will receive a \$7,000.00 retirement incentive.

8.5 RETIREMENT

- 1. Any employee who works four (4) or more hours is eligible to participate in the OTRS.
- 2. Each support employee will be provided the OTRS summary statement on a yearly basis as provided to the district from the OTRS.
- 3. All support members who contribute to the Oklahoma Teacher Retirement System (OTRS) will have their contribution matched.
This will be suspended until 2019-2020 negotiations.

8.6 BUS DRIVER(S) SECURITY

We are looking at the possibility of purchasing more cameras to increase coverage to more buses. The cost of paying observers on each bus route would be implemented at the earliest time when funds become available.

8.7 C.D.L. LICENSE

The District shall pay for the C.D.L. license for those full time bus drivers whose C.D.L is due for renewal during their term of employment.

8.8 SPECIAL PAY

- A. Bus drivers who drive activity trips in the City of Henryetta will be paid \$14 trip, and \$10 per hour after the initial first hour. All trips that extend past an hour will be rounded up to the next hour:

Example: one (1) hour and five (5) minutes = two (2) hours paid
two (2) hours and twenty-one (21) minutes = three (3) hours paid

For all other trips, the driver will be paid \$10 per hour from the time the driver leaves the bus yard until the driver returns to the bus barn. In case of an overnight trip, all expenses for food and lodging will be paid by the sponsor.

- B. For the 2018-19 contract year, all teacher assistants who are certified as "Para Professionals" shall be paid the base teacher's assistant salary plus ten percent (10%). This provision does not apply to any other school employees, except those who are conducting duties normally performed by a "Para Professional". For the 2018-19 contract year, base compensation for para professionals who have been employed by the district for one full year by August 1, 2015 will be increased by fifteen cents (.15) per hour.
- C. Home ball games; All drivers will be paid four (4) hours for driving buses at an hourly rate of \$10.00 or current hourly rate.
- D. The position of evening shift lead man will be established and maintained whenever three or more support staff employees are assigned to duties on the evening shift. This position will have an increase of thirty-five (.35) cents above that employees normal hourly contract rate. The support employee holding this position will agree to be trained by the district or at the district expense to be a first responder. This position will be filled at the discretion of the district.

8.9 BALL GAMES & SPECIAL EVENTS

Pay will be the rate of ten(10) dollars per hour for all ballgame and special event workers. This includes concession workers, gate keepers, time keepers, and any other work done for any ballgame or special event.

Custodians will be paid \$150.00 to clean up gyms after ball games when called into school to clean the facility.

8.10 PAYROLL DIVISION

A. Whenever a district payday falls on a bank holiday the district agrees to pay on the business day immediately prior to the bank holiday.

The twelve (12) month employees pay will be divided in twelve (12) equal payments beginning July 1 and ending June 30 the next year.

The eleven (11) month employees pay will be divided in twelve (12) equal payments beginning July 1 and ending June 30 of the next year.

The ten (10) month employees pay will be divided in twelve (12) equal payments beginning July 1 and ending June 30 the next year.

The nine (9) month employees pay will be divided in twelve (12) equal payments beginning July 1 and ending June 30 of the next year.

Henryetta Public Schools will pay on the 15th of each month, unless the 15th falls on a weekend, then the pay day will be on the Friday before the 15th.

The School District will provide "ALL" support staff employees with a "PAPER " check stub by the last day of the month. This check stub will have the employees current monthly updated leave amounts as well as all payroll information amounts and deductions. This check stub may be either hand delivered thru physical school mail or mailed to the school employee via USPS.

A check stub that is self explanatory , easier to understand for the average person. This would include all deductions; fringe and or other deductions as well as leave balance, emergency days, vacation days, reserve days, ect.

8.11 CALL BACK PAY

An employee who is asked to work after completing a scheduled shift and prior to the beginning of the next regularly scheduled shift or required to work periods on weekends or holidays shall be paid a minimum of the (4) hours pay at the overtime rate.

8.12 EMPLOYEE STIPENDS

All support employees may be paid up to a \$1,500.00 stipend during and/or after the 2009-2010 school year, but only upon recommendation of the Superintendent and approval by the Board of Education. This provision will remain in effect until altered by future negotiations.

8.13 DISTRICT SAFETY COORDINATOR

The District Safety Coordinator (DSC) will be appointed by the Superintendent. The description of this position will be in APPENDIX F the pay for this position will be a duty contract negotiated by the Superintendent and the DSC annually.

DURATION OF AGREEMENT

9.01 DURATION

This document represents the Agreement between the Henryetta Board of Education and H.E.S.A. It shall be effective July 1, 2018 to June 30, 2019. Ratification of the Agreement between the parties is attested to by the representative of the Henryetta Board of Education and H.E.S.A. whose signatures appear below on this day of 2018.

Superintendent of Schools

Date

Official Representative – H.E.S.A.

Date