

# **MASTER CONTRACT**

**Between**

**The Blanchard Board of Education**

**And**

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

**2019-2020**

Blanchard Association of Support Employees

Adopted May 2, 2005

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## **I. GENERAL CONTRACT AGREEMENT**

### **1. Duration of Agreement**

1.1 Upon ratification by the Blanchard Board of Education, herein known as the Board, and by the Blanchard Association of Support Employees, herein known as the Association, this agreement shall become effective. This agreement shall be effective for a period of one (1) fiscal year and the non-monetary portions shall be renewed automatically without medication, unless modifications are negotiated by the Association and the Board in accordance with the procedural agreement.

### **2. Procedural Agreement**

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

### **3. Definitions**

The following definitions shall apply throughout this Agreement:

- 3.1 Administrator-any person who devotes a majority of his/her time to service as a Superintendent, Director, Principal, Supervisor, Vice-Principle, or in any other administrative or supervisory capacity in the school district
- 3.2 B.A.S.E-Blanchard Association of Support Employees
- 3.3 Agreement-This master contract duly negotiated in accordance with the procedural agreement, ratified and signed by the Board and the Association
- 3.4 Association-Blanchard Association of Support Employees (B.A.S.E.)
- 3.5 Association President-the elected president(s) of the Blanchard Association of Support Employees (B.A.S.E.)
- 3.6 Board-the elected and/or appointed policy making body governing the district
- 3.7 Board Policy-a course of action adopted by the Board of Education
- 3.8 District-the Blanchard Independent School District, number I-029 of McClain County, Oklahoma
- 3.9 Immediate Supervisor-the principle, administrator or supervisor to whom employees are directly responsible

- 3.10 School-any work location at which employees perform their job functions
- 3.11 Seniority-the length of continuous contracted employment in the district; beginning date will be the first official day of work
- 3.12 Superintendent-the chief administrative officer of the district
- 3.13 Support Employee-any employee who is not required by his/her job description to be a principle, licensed or certified teacher, superintendent, or other administrator

#### **4. Savings Clause**

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

#### **5. Contract Reference/Contracts**

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

#### **6. Professionalism**

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

#### **7. Printing and Distribution of Agreement**

- 7.1 Within thirty (30) days after this agreement has been ratified or otherwise finalized, the Board and the Association shall cause to be printed and distributed a complete copy of this Agreement to every employee governed by its provisions, whether currently employed during the term of this Agreement.
- 7.2 Representatives of the Board and the Association shall proofread the Agreement prior to printing.
- 7.3 The Association shall receive ten (10) copies for its use.

## **II. EMPLOYMENT PROVISIONS**

### **1. Job Descriptions**

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

### **2. Employment Notification**

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

### **3. Employee Initiated Transfer**

3.1 Support personnel currently employed by the District who meet the minimum job qualifications shall be entitled to request a transfer, at the time a vacancy occurs, to any vacant position that is to be filled by support personnel.

3.2 An application for a vacant position made by a current employee shall be reviewed. If more than one current employee applies for and is qualified for a vacancy, the employee may request a meeting with the superintendent or his/her designee to discuss the position.

3.3 Current employees interviewed for a vacancy shall be notified in writing if they were not selected to fill the position.

### **4. Procedure for Suspension, Demotion, or Termination of Support Employees**

4.1 No "support employee" who has been employed in the school district for one calendar year, or more, may be suspended, demoted, or terminated, except for causes set out by this article. Further, no such support employee may be demoted or terminated unless the employee has been provided notice of the causes for recommended action and the opportunity to request a hearing before the Board of Education to oppose the proposed employment action, and if a hearing is requested, after a hearing is conducted before the Board, which meets requirements set forth by applicable law. A "support employee" is a full-time District employee as determined by the standard of labor which is customarily understood to constitute full-time employment for the type of services performed by the employee the number of days each year that students attend school.

4.2 Nothing contained in this article shall prevent the Board of Education from acting on its own volition in matters pertaining to suspension, demotion, or termination of support employees.

4.3 Whenever the Superintendent or the 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 or the employee's immediate supervisor may suspend the employee with pay without notice or hearing.
- 4.4 If an employee is suspended for a period exceeding ten (10) days, the Superintendent of the District shall initiate proceedings for termination and shall follow all the procedures set forth in this policy.
  - 4.5 However, in a case involving a criminal charge, the suspension may be delayed until the case is adjudicated at trial.
  - 4.6 Nothing herein shall prevent proceeding against the employee during or after the suspension for termination as provided in this policy.
  - 4.7 Prior to any demotion or termination the support employee shall receive notice of his/her right to a hearing, which if requested, shall be conducted by the Board of Education.
  - 4.8 All notices shall be by certified mail, with the postmark used to determine the timelines of such notice.
  - 4.9 The support employee must request a hearing within ten (10) working days of said notice or be deemed to have waived his/her right to a hearing.
  - 4.10 If the support employee request a hearing, the hearing shall be conducted at the next regularly scheduled board meeting, providing the request is received by the clerk of the board at least ten (10) days prior to the aforesaid meeting.
  - 4.11 A special meeting may be conducted no sooner than ten (10) days and no later than thirty (30) days after receipt of the employees request.
  - 4.12 The decision of the Board regarding the demotion or termination of the support employee is final.
  - 4.13 Nothing in the above stated articles shall be construed to prevent lay-off for lack of funds or lack of work.
  - 4.14 To comply with Title 70 of the Oklahoma Statues section 6-101.04 through 6-101.47, the Blanchard Board of Education here by adopts the following causes for suspension, demotion, or termination of a support employee:
    - 4.14.1 Unauthorized absence from work station or school premises prior to lunch time or end of work day.
    - 4.14.2 Unexcused absenteeism or failure to report to work without complying with school notification requirements.
    - 4.14.3 Unexcused tardiness, failure to report to work on time without complying with school notification requirements, or failure to be at assigned duty stations at assigned times.
    - 4.14.4 Possession of a weapon, alcohol, or a controlled dangerous substance on any District premises, either on the person of

- the employee, in property, including vehicles of the employee, or otherwise placed on District property.
- 4.14.5 Falsification of District records, assertion of alleged facts known to be false, misrepresentation of fact, dishonesty, release of confidential information, unauthorized removal of District property from District premises, or use of District property for reasons other than the performance of employment duties.
  - 4.14.6 Willful abuse, misuse, defacing, destruction, or unauthorized operation of District property, including but not limited to, tools, equipment, machines, or other property belonging to other support employees, students, or school visitors.
  - 4.14.7 Theft, misappropriations, sabotage, or willful concealment of property of employee's students, the District, or school visitors.
  - 4.14.8 Threatening to harm, intimidate, or intentionally inflicting bodily harm upon any person, or intentionally impeding the ability of other employees to perform job duties.
  - 4.14.9 Creating disturbances in the work place, including, but not limited to, failing to work with others in a cooperative and harmonious manner.
  - 4.14.10 Being under the influence of, or consuming alcohol, non-prescription drugs, or controlled substances, while on the job. Disregard of known safety rules or common safety practices.
  - 4.14.11 Failure to satisfactorily perform the required duties of the position.
  - 4.14.12 Commission of conduct which reasonably would be perceived as being "immoral" or "indecent", commission of inappropriate conduct, including, but not limited to, acts which offend District policies describing inappropriate sexually-related statements or actions, the making of vulgar, profane, lewd, off-color, or obscene remarks, or the making of statements that are derogatory or demeaning to another's gender, race, national origin, religious beliefs or physical or mental disabilities.
  - 4.14.13 Violation of any administrative rule or district policy that the support employee knows or should have known.
  - 4.14.14 Failure to comply with directive of a supervisor communicated to the employee or failure to comply with District policies of which the employee is aware or should have been aware.
  - 4.14.15 Refusals to perform job duties or be at work stations at assigned times or perform job duties.

- 4.14.16 Lack of funds or lack of work.
- 4.14.17 *VIOLETION OF ANY OF THE ABOVE SHALL BE SUFFICIENT GROUNDS FOR THE SUSPENSION, DEMOTION OR TERMINATION OF THE BLANCHARD PUBLIC SCHOOL SUPPORT EMPLOYEE.*

**5. Posting of Job Vacancies/Transfers**

- 5.1 During the school year, all support personnel job vacancies will be posted at each Principal's office, the Superintendents' office, and any distant work site for a minimum of three (3) working days, prior to outside advertising. During the summer months, the President of BASE will be notified of such vacancies.
- 5.2 Such notices shall contain the date of the posting and the job title.
- 5.3 Qualified current support employees who apply will be considered for these positions.
- 5.4 Support employee applicants who were interviewed, but not hired, will be notified of the position being filled.
- 5.5 Bus driver vacancies shall not be subject to a three (3) working day posting deadline, however, a permanent notice shall be posted at every school or work site that employees may submit a written letter of interest to the Transportation Director requesting to be given consideration for bus driver vacancies as they occur.
- 5.6 Any employee involuntarily transferred shall retain seniority in the District and shall be placed on the compensation schedule in accordance with his/her years in the District.

**6. Summer Employment**

- 6.1 All summer employment will be posted at the Superintendent's office and the President of BASE will be notified.
- 6.2 Current employees who apply will be considered for these postings.

**7. Reduction in Staff/Notice of Layoff/Re-Employment**

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

- 7.6.1 Seniority shall be defined as a support employee's length of service since his/her initial date of employment.
- 7.6.2 If two or more support employees are subject to layoff within a department have equal seniority, the Board shall consider other factors including, attendance and special skills. If the above factors are equal, the employee's accumulative evaluation records will be considered.
- 7.7 Notice of Layoff
- 7.7.1 Whenever layoffs become necessary all notices of layoffs shall be in writing, via certified mail.
- 7.7.2 Said notice of said layoff should be given at least two (2) weeks prior to layoff.
- 7.8 Re-Employment
- 7.8.1 Laid off persons are eligible for a period of one (1) calendar year for re-employment in the reverse order of layoff.
- 7.8.2 No new support employees shall be hired for the reduced positions for a period of one (1) year if a qualified support employee is available on the re-employment list.
- 7.8.3 Following the one (1) year period, laid off employees will be considered for re-employment upon receipt of an application. It shall be the responsibility of the employee to see that all application information is current and accurate.
- 7.9 Notification of Re-Employment Openings
- 7.9.1 Any support employee who is laid off and is subsequently eligible for re-employment shall be notified in writing by the Board of an opening for a period of one (1) calendar year.
- 7.9.2 Such notice shall be sent by certified mail to the last address given the Board by the support employee.
- 7.10 Support Employee Notification to the Board
- 7.10.1 A support employee shall notify the Board of his/her intent to accept or refusal of re-employment within five (5) working days following the receipt of the re-employment notice. If the employee does not respond with five (5) working days, or if the employee does not take possession of the certified letter containing the re-employment notice, the employee will be deemed to have refused employment.
- 7.10.2 If the support employee accepts employment, the support employee must report to work within ten (10) days following receipt of the re-employment notice.

## **8. Work Time Records**

- 8.1 In determining time worked for pay purposes, time shall be calculated to the nearest fifteen (15) minutes.
- 8.2 Time shall be rounded up to fifteen (15) minutes if the time actually worked is more than seven and one-half (7½) minutes.

- 8.3 Time will be rounded down to the previous fifteen (15) minutes if the time actually worked is seven and on-half (7½) minutes or less.
- 8.4 Support employees shall use a manual time sheet to record time worked each week. Manual time sheets should be completed, signed, and submitted to the supervisor at the end of the day on Friday.
- 8.5 Sick, personal, bereavement, and emergency leave must be entered into the electronic time clock system the day of or the first day back from an absence and that time approved by the employee by the end of the day on Friday. The school secretary may initiate the leave day for the employee. Time sheets should be signed or approved by the supervisor and turned into payroll by the end of the day Monday of the following week.
- 8.6 Support employees who accept an additional assignment outside of their contracted hours must use the electronic time clock to be paid for that assignment.
- 8.7 Bus drivers shall use a manual time sheet for all hours worked, including contract overages.
- 8.8 If a support employee has an unforeseen or inconvenient scheduling of an appointment requiring an absence of less than one hour and their duty is covered by helping hands or community members not employed by the District, that employee will not be docked leave

**9. Overtime**

- 9.1 The Superintendent or his/her designee, in accordance with State and Federal Statutes, will pay overtime upon prior written approval.
- 9.2 Regular pay will be paid for all work up to forty (40) hours per week.
- 9.3 Time and one-half (½) will be paid for hours worked over forty (40) hours per week and may be taken as salary or as compensation time scheduled with the administration.
- 9.4 Compensatory time shall not be allowed without approval of the Superintendent.

**10. Probationary Support Employee**

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

**11. Individual Contract**

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

**12. Safe Working Conditions**

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

**13. Health and Safety of all Support Staff**

- 13.1 Pursuant to Blanchard Board of Education Policy, Section FO, and the student handbook of Blanchard Pubic Schools, authority of the school and discipline: Students are subject to the authority of the school and its officials. Teachers and support staff have the responsibility to insure a climate conducive to the safety and welfare of students and others in school.
- 13.2 Insubordination to a teacher or support staff member will be dealt with most severely. Under no circumstances will disrespectful or threatening behaviors be tolerated.
- 13.3 In accordance with the above outlined policy and in an effort to maintain the learning environment of all students, staff members shall have the support of their Principles, Superintendents and School Board Members to execute the discipline policy to its fullest extent.
- 13.4 Students who disobey rules, show disrespect for any staff member, or who damage any school staff member's personal property will be subject to disciplinary actions. Students who abuse a staff member (kick, hit, punch, head-butt, bite, pinch, yell profanities, etc.) should be disciplined by the Principal using the guidelines as outlined in the Student Handbook and/or Board Policy to its fullest extent.
- 13.5 Disciplinary methods may include, but are not limited to, the following methods:
  - 13.5.1 Conducting a conference with student and/or student's parents.
  - 13.5.2 Assigning a student to an in-school, alternative, placement.
  - 13.5.3 Detention
  - 13.5.4 Referral to a counselor, law enforcement official or state agency.
  - 13.5.5 The formation of a behavioral contract, setting forth the requirements the student will need to comply with during a probationary period to avoid a current suspension or other penalty.
  - 13.5.6 Changing the student's assignments.

- 13.5.7 Require the student to make financial restitution for damaged property.
- 13.5.8 Require the student to clean or straighten items or facilities damaged by the students' behavior.
- 13.5.9 Removal or restriction of privileges, such as recess, off campus lunch, parking on district property, participation and/or attendance at extra-curricular activities.
- 13.5.10 Probation
- 13.5.11 Corporal Punishment
- 13.5.12 Other appropriate discipline actions deemed to be appropriate based on the circumstances.

### **III. INDIVIDUAL RIGHTS**

#### **1. Right to Representation**

- 1.1 Support employees shall have the right to representation by a representative of their choice at a disciplinary conference.
- 1.2 The administrator shall give reasonable notice of said scheduled conference and the subject to be discussed.
- 1.3 The conference may be recorded only if mutually agreed upon by both parties involved.
- 1.4 At any conference where more than one administrator is present, the employee has the right to have a witness present.

#### **2. Blanchard Public School Support Employee Rights**

- 2.1 The Board and BASE agree not to discriminate against any employee as a result of the employee's affiliation or non-affiliation with BASE or participation or non-participation in the bargaining process.

#### **3. Employee Evaluation**

- 3.1 Formal evaluations will be held for each support employee by their immediate supervisor prior to April 1<sup>st</sup>, unless the employee has been with the district less than one (1) year. (See Appendix 1, 2, and 3)
- 3.2 Evaluation and Improvement forms are located in the Appendices of this contract for information purposes only.
- 3.3 Each support employee will be evaluated annually.
- 3.4 The employee shall acknowledge the written evaluation by his/her signature on the evaluation report.
- 3.5 One copy of the evaluation report shall be given to the employee being evaluated. One copy may be given to the administrator of the building/work-site and one copy will be placed in the official personnel file in the Superintendent's office.
- 3.6 After an evaluating conference, the employee may respond in writing. The response shall be part of the record. Such responses must be made within ten (10) working days of the receipt of the evaluation.
- 3.7 Except by the order of a court of competent jurisdiction, evaluation documents and the responses of the employee shall be available to

the evaluated employee and the Board or Administrative staff making the evaluation and other such persons specified by the employee in writing.

- 3.8 The immediate supervisor shall develop a program for improvement if the evaluation indicates need of improvement. The employee shall have an opportunity to provide input into the program. The program shall include specific written suggestions for improvement in the areas where a need of improvement has been indicated.
- 3.9 Following completion of a program of improvement, the employee shall have another evaluation. Such evaluation shall be attached to the original evaluation.

#### **4. Personnel File**

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

### **IV. GRIEVANCE PROCEDURE**

#### **1. Purpose**

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

#### **2. Definitions**

- 2.1 A "grievance" is a claim by an employee or employees, that there has been a violation, misrepresentation, or misapplication of the terms of the Master Contract, which has affected the employee or employees.
- 2.2 The "grievant" is the employee or the employees making the claim.
- 2.3 A "party of 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.

2.4 "Day", except where otherwise indicated, shall mean working days of the District.

### **3. Initiation and Processing of a Grievance**

#### **3.1 Level One**

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

#### **3.2 Level Two**

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

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

#### **3.3 Level Three**

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

#### **3.4 Level Four**

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

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

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

3.4.4 The decision of the Board is final.

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

### **4. General Provisions**

4.1 The grievant and the administration may each be accompanied by a person of their choice at levels two, three, and

four of this procedure. If the grievant is not represented by BASE, a representative of BASE has the right to be present and state the association's position.

4.2 BASE may file a grievance as the "grievant" on alleged violations of Article J of the Blanchard Association of Support Employees (BASE) Rights and Privileges.

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

4.4 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.

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

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

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

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

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

## **V. BLANCHARD ASSOCIATION OF SUPPORT EMPLOYEES (BASE) RIGHTS AND PRIVILEGES**

### **1. Payroll Deductions for BASE Dues**

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

1.2 Upon written request of the President of BASE, the Board shall provide written notice of the names and employment sites of new employees.

### **2. BASE Organizational Leave**

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

- 2.2 Written notification of organizational leave shall be made by the President of BASE, or his/her designee, to the Superintendent, or his/her designee, three (3) days before the leave is to be used.
- 2.3 In cases of emergency or other unusual circumstances, the Superintendent, or his/her designee, may waive the notice requirement.
- 2.4 Except for the president of BASE, only one (1) representative per work site or department may use BASE leave at the same time. The Superintendent, or his/her designee, may waive this restriction when deemed appropriate.

**3. Use of School Facilities**

- 3.1 BASE will coordinate use of school facilities through the appropriate administrator.

**4. School Copiers**

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

**5. Use of Bulletin Boards**

- 5.1 BASE may use school bulletin boards on a limited basis. No political posters shall be placed on bulletin boards.
- 5.2 Items posted may not suggest, urge, or propose any action by an employee to violate, ignore, or resist any items of this agreement, administration, regulation, or policy.

**6. Availability of Public Information**

- 6.1 Upon written request from the president of BASE or the spokesman for the BASE negotiation team, the board shall make available to BASE, any compiled public information which BASE deems necessary for administering this agreement and/or negotiating a successor agreement.
- 6.2 A complete copy of the public information contained in the official agenda and school board packet for each school board member shall be made available to the BASE president by 2:00 pm on the day of each regular board meeting.

**7. Use of Inter-Office Mail**

- 7.1 BASE may use district inter-office mail system for association communication.
- 7.2 The privacy of the covered or sealed communication shall be respected.

## **VI LEAVE PROVISIONS**

### **1. Leave Day Defined**

- 1.1 Sick, personal, bereavement, and emergency leave shall be calculated in quarter hour segments per contract year.

### **2. Sick Leave**

- 2.1 All district support employees will be credited with sick leave at the close of each work month at the rate of one day per month of employment per year, cumulative to a maximum of ninety (90) days.
- 2.2 At the end of each school year, every support employee will receive twenty (20) dollars for each day of the current year's unused sick leave that is in excess of ninety (90) days of accumulated sick leave, to be paid with the June 30<sup>th</sup> special payroll.
- 2.3 Sick leave may be used for accidental injury, illness, or pregnancy of the employee or the immediate family, i.e. spouse, child, stepchild, grandchild, parent, grandparent, step parent, brother, sister, or corresponding in-laws, or household members, i.e. those persons who reside in the same home who have reciprocal duties to and provide financial support for one another. This term shall include foster children and legal wards, even if they do not live in the household.
- 2.4 All employees may not be paid for sick leave when that person is absent from work because of a job-related injury and is receiving worker's compensation. However, the employee may elect to receive sick leave pay in addition to worker's compensation in order that the totals equal the amount of hourly compensation. Loss of sick leave shall be proportional to the amount needed to make a full salary.
- 2.5 Support employees who leave the district either by resignation or retirement shall be paid for accumulated sick leave up to a maximum of seventy-five (75) days. Support employees must have four (4) consecutive years of experience within the district before becoming eligible to receive pay for accumulated sick leave. This policy will not apply to employees who have less than four (4) years of service within the district
  - 2.5.1 Support employees will be paid for accumulated sick leave as follows:
    - a. Four (4), but less than ten (10) years with the district, at a rate of \$25.00 p/day
    - b. Ten (10) years, but less than twenty (20) years with the district, at a rate of \$40.00 p/day
    - c. Twenty (20) years or more with the district at the rate of \$50.00 p/day

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

2.6 Survivor Benefits

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

**3. Sick Leave Sharing**

3.1 An employee (excluding bus drivers, see 3.8 below) may donate sick leave to another employee for the following reasons:

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

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

3.1.3 The condition has caused or will cause the prospective employee to take leave without pay or to terminate employment.

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

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

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

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

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

- 3.7 The Board is the determining body as to whether the prospective employee meets the criteria above and has previously abided by district leave policy.
- 3.8 Bus drivers may utilize sick leave sharing under the same plan, however, only with and between other drivers within the same department.
- 3.9 If the route supervisors job description includes bus driving as part of his/her regular duties, then he/she will be able to donate sick days to bus drivers as well as non-bus drivers.

**4. Inclement Weather**

- 4.1 When Blanchard Public Schools is closed due to inclement weather, support employees shall not report to work.
- 4.2 No less time shall be docked for that day.

**5. Bereavement Leave**

- 5.1 Bereavement leave shall not exceed five (5) days in case of the death of a sister, brother, grandparent, or corresponding in-laws. A maximum of ten (10) days, which may or may not be used consecutively, shall be allowed in case of the death of a child, grandchild, spouse, mother, or father.
- 5.2 Bereavement leave may be requested for friends and shall be charged to sick leave.
- 5.3 Bereavement leave shall be in addition to sick leave and shall be no loss in pay or benefits to the employee.
- 5.4 Unused bereavement leave days shall not be carried to the next school year.

**6. Personal Business Leave**

- 6.1 Support personnel who have been employed by the District for a minimum of three (3) months of continuous service will be granted three (3) days of personal leave with pay per school year for personal matters that demand the employee's attention during work hours. Employees who are not employed for a full year will have their personal days pro-rated.
- 6.2 Request for personal leave shall be entered in the time clock at least forty-eight (48) hours in advance, when possible. If advance notice is not possible, the employee must file the request the day they return to work. All request for personal leave must be submitted to the appropriate supervisor for approval.
- 6.3 Personal Business Leave shall not be used for personal entertainment, recreation, gainful employment, or to seek another position.
- 6.4 Personal Business Leave may be used for family illness, other than immediate family, or bereavement outside the immediate family.
- 6.5 Personal Business Leave is not cumulative.

- 6.6 Personal Business Leave may be used to attend a school activity if a child or grandchild is participating in said activity.
- 6.7 Unused Personal Business Leave will be added to the support employee's sick leave at the end of the contract year.

**7. Professional Leave**

- 7.1 Support personnel may be granted Professional Leave to attend conferences, meetings, and workshops designed to approve job performance.
- 7.2 The requesting employee's department supervisor shall attach a written recommendation concerning the request to the employee's request for Professional Leave and forward it to the Superintendent.
- 7.3 Professional Leave shall be granted upon approval of the Superintendent.
- 7.4 When support employees are required by the administration to attend professional meetings, they will be considered to have been on temporary reassignment at their contracted rate of pay, rather than Professional Leave.
- 7.5 Support employees who are required by the District to attend a workshop during summer, outside their normal contracted year, they will be compensated at their contracted rate of pay for such attendance, if said workshop is required for support employees to remain qualified for the position he/her currently holds.

**8. Jury or Court Duty**

- 8.1 The District, as per Statute 70-6-104, will grant a support employee leave for jury service, as a witness subpoenaed in a criminal, civil, or juvenile proceeding, and shall pay the employee during such service their full current salary. The employee shall be entitled to keep all money paid by the court for jury service.
- 8.2 A support employee who receives a subpoena to appear in court on behalf of the school District will receive no loss of pay or benefits for such absence.
- 8.3 A support employee shall provide a copy of written proof of the subpoena and a copy of the check, if paid by the court, to the HR office within ten (10) days of receipt, to avoid being docked Personal Business Leave.

**9. Military Duty**

- 9.1 The District will grant military leave as required by law.

**10. Family Medical Leave Act**

- 10.1 The District will abide by the Family Medical Leave Act. This information can be found in the office of the Superintendent.

**11. Emergency Leave**

- 11.1 Support employees who have been employed by the District a minimum of three (3) months of continuous service, will be granted three (3) days per year for Emergency Leave.
- 11.2 Emergency Leave shall be defined as any immediate and/or unanticipated event of a personal or family nature which will necessitate the absence of the employee. These days shall not be charged to sick or personal leave and are non-cumulative. All requests for Emergency Leave must be in writing and be submitted to the appropriate supervisor for approval. The cost of a substitute will be assumed by the District. Emergency Leave will be pro-rated for employees who are not employed by the District for a full year.

**12. Paid Holidays**

- 12.1 Support employees who are employed on a 240 day, or more, contract will be granted the following holidays with pay:
  - a. Labor Day
  - b. Friday of Fall Break
  - c. Wednesday, Thursday, and Friday of Thanksgiving Week
  - d. Christmas Eve
  - e. Christmas Day
  - f. The week between Christmas and New Year's Eve, providing there was no school missed for inclement weather or acts of nature.
  - g. New Year's Eve
  - h. New Year's Day
  - i. Martin Luther King Day, if teachers and students are not required to report to school.
  - j. Thursday and Friday of Spring Break
  - k. Memorial Day
  - l. Fourth of July
  - m. Any other days so designated by the Superintendent

**13. Vacation**

- 13.1 All support employees who are employed on a 240 day, or more, contract will be granted two (2) weeks' vacation each year, with days to be accrued monthly on a pro-rated basis. First year employees are to be credited one (1) day per month at the close of each month during their first year of employment, not to exceed ten (10) days per year.
  - 13.1.1 Those 240 days, or more, employees who have been employed eleven (11) consecutive years, shall receive one (1) additional day of vacation per year not to exceed fifteen (15) days. This policy will not apply to employees who have less than eleven (11) consecutive years of service within the District.

Those eligible employees shall follow the following standards:

- a. Employee with 11 years of consecutive service will receive 11 days of vacation
- b. Employee with 12 years of consecutive service will receive 12 days of vacation
- c. Employee with 13 years of consecutive service will receive 13 days of vacation
- d. Employee with 14 years of consecutive service will receive 14 days of vacation
- e. Employee with 15 years of consecutive service will receive 15 days of vacation

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

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

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

13.4 Vacation time will be pro-rated for employees on a 240 day, or more, contract who have not been with the District for a full year.

**14. Worker's Compensation**

14.1 The Blanchard Public School District shall provide worker's compensation insurance according to state law.

**15. Unemployment Compensation**

15.1 The Blanchard Public School District shall provide unemployment compensation according to state law.

**16. Insurance Programs**

16.1 The Board shall pay one half (1/2) of the single premium for dental and vision insurance for each support employee on the State Health Insurance Program when enrolled in said program.

16.2 The Board shall pay, on behalf of each support employee, the premium necessary for a Life Insurance Policy, up to ten thousand dollars (\$10,000.00).

**17. Athletic Passes**

17.1 Each support employee shall receive a pass to attend athletic events identical to the pass provided to teaching (certified) personnel.

**18. Compensation**

- 18.1 Payroll Deductions can be made for the following organizations:
  - 18.1.1 Oklahoma Education Association (OEA), National Education Association (NEA), and BASE dues, if so requested
  - 18.1.2 Contributions for Educators Political Action Committee
  - 18.1.3 District approved tax sheltered annuities
  - 18.1.4 United States Savings Bonds
  - 18.1.5 District approved insurance programs
  - 18.1.6 IRS-125 programs adopted by the Blanchard School Board

**19. Travel Reimbursement**

- 19.1 Each support employee required to travel during the school day, not already otherwise compensated, shall be paid for the use of personal vehicle. The compensation shall be calculated on the prevailing IRS per mile rate in effect as of July 1<sup>st</sup> of each fiscal year.

**20. Mandatory Meeting**

- 20.1 An employee will receive regular pay when required to attend meetings required by administration.

**21. Compensation Procedure**

- 21.1 The compensation of all support employees is covered by this contract and is set forth in Appendix E, which is attached hereto, and made a part hereof.
- 21.2 The District shall pay the full amount of each support employee's contribution to Oklahoma Teacher's Retirement System.
- 21.3 Any support personnel employed by the Board prior to September 15, 2004 , who is paid at a rate greater than that which the employee qualifies for on the appropriate salary schedule, will continue to be paid at the same rate until a change in classification and/or experience places the employee at a different rate on the salary schedule.
- 21.4 The District may allow salary years for work experience outside the district. An employee hired after July 1, 2004 may be credited with the maximum of three (3) years outside work experience.
- 21.5 Payday shall be the same as the teacher's payday in accordance with applicable law.
- 21.6 Support employees who are called into work during their off duty hours shall be paid a minimum of two (2) hours work time.
- 21.7 Any support employee extending their contracted hours by working as a substitute for another support employee, in a same or like job description, shall receive their own regular rate of pay.

**22. Bus Driver Ready Room**

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

**23. Activity Trip Assignment**

23.1 Drivers for activity trips shall be assigned by the Transportation Director, the appropriate administrator, or their designee.

23.2 Drivers wishing to work activity trips shall submit their names to the Transportation Director. Assignments shall be made on a rotating and equitable base.

**24. Activity Driver Schedule**

24.1 When a driver is on an activity trip during their regular route time, the driver will be paid their normal rate of pay for the first two (2) hours worked each day. If driving a bus on an activity trip causes more than two (2) hours of work, the additional time will be paid at the activity rate of pay of ten dollars (\$10.50) per hour. This rate of pay shall not apply to coaches and/or sponsors who drive a bus for their specific activity or event.

24.2 A substitute bus driver for the regular route shall be provided at the cost to the Board.

24.3 Activity trip drivers will be paid ten dollars (\$10.50) per hour for the duration of the trip unless special rates of pay are agreed upon prior to the trip.

24.4 Any driver scheduled for an activity trip who arrives for the activity, and is then cancelled for said trip, shall be paid two (2) hours "show-up time" pay.

**25. Regular Route Drivers**

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

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

B.A.S.E.  
2019-2020  
SUPPORT PAY SCALE

Years of Service	Regular Aide		Route Supv.		Transport Aide		Café Worker		Custodian Worker		Maint Worker		Para-Pro Aide/ Hlth Care Asst		Admin. Asst. & Cen Office- No degree		Registrars & Cen Off w/ degree / = exp		Comp Tech App		Custodial Supv.		Non-Cert. Vehicle Mech		Certified Vehicle Mech	
	Aide	Supv.	Bus Driver (Routes Only)	Aide	Worker	Aide	Worker	Aide	Worker	Aide	Worker	Aide	Worker	Hlth Care Asst	No degree	degree / = exp	App	Supv.	Vehicle	Mech	Vehicle	Mech	Vehicle	Mech	Vehicle	Mech
0	\$11.08	\$18.44	\$18.44	\$18.44	\$11.06	\$10.58	\$12.94	\$12.94	\$12.40	\$14.33	\$16.62	\$16.96	\$12.68	\$17.65	\$20.80											
1	\$11.08	\$18.44	\$18.44	\$18.44	\$11.06	\$10.58	\$12.94	\$12.94	\$12.40	\$14.33	\$16.62	\$16.96	\$12.68	\$17.65	\$20.80											
2	\$11.08	\$18.44	\$18.44	\$18.44	\$11.06	\$10.58	\$12.94	\$12.94	\$12.40	\$14.33	\$16.62	\$16.96	\$12.68	\$17.65	\$20.80											
3	\$11.18	\$18.54	\$18.54	\$18.54	\$11.16	\$10.68	\$13.04	\$13.04	\$12.50	\$14.43	\$16.72	\$17.06	\$12.78	\$17.75	\$20.90											
4	\$11.28	\$18.64	\$18.64	\$18.64	\$11.26	\$10.78	\$13.14	\$13.14	\$12.60	\$14.53	\$16.82	\$17.16	\$12.88	\$17.85	\$21.00											
5	\$11.38	\$18.74	\$18.74	\$18.74	\$11.36	\$10.88	\$13.24	\$13.24	\$12.70	\$14.63	\$16.92	\$17.26	\$12.98	\$17.95	\$21.10											
6	\$11.48	\$18.84	\$18.84	\$18.84	\$11.46	\$10.98	\$13.34	\$13.34	\$12.80	\$14.73	\$17.02	\$17.36	\$13.08	\$18.05	\$21.20											
7	\$11.58	\$18.94	\$18.94	\$18.94	\$11.56	\$11.08	\$13.44	\$13.44	\$12.90	\$14.83	\$17.12	\$17.46	\$13.18	\$18.15	\$21.30											
8	\$11.68	\$19.04	\$19.04	\$19.04	\$11.66	\$11.18	\$13.54	\$13.54	\$13.00	\$14.93	\$17.22	\$17.56	\$13.28	\$18.25	\$21.40											
9	\$11.78	\$19.14	\$19.14	\$19.14	\$11.76	\$11.28	\$13.64	\$13.64	\$13.10	\$15.03	\$17.32	\$17.66	\$13.38	\$18.35	\$21.50											
10	\$11.88	\$19.24	\$19.24	\$19.24	\$11.86	\$11.38	\$13.74	\$13.74	\$13.20	\$15.13	\$17.42	\$17.76	\$13.48	\$18.45	\$21.60											
11	\$12.00	\$19.36	\$19.36	\$19.36	\$11.98	\$11.46	\$13.86	\$13.86	\$13.32	\$15.25	\$17.54	\$17.86	\$13.60	\$18.57	\$21.72											
12	\$12.12	\$19.48	\$19.48	\$19.48	\$12.10	\$11.58	\$13.98	\$13.98	\$13.44	\$15.37	\$17.66	\$17.98	\$13.72	\$18.69	\$21.84											
13	\$12.24	\$19.60	\$19.60	\$19.60	\$12.22	\$11.70	\$14.10	\$14.10	\$13.56	\$15.49	\$17.78	\$18.10	\$13.84	\$18.81	\$21.96											
14	\$12.36	\$19.72	\$19.72	\$19.72	\$12.34	\$11.82	\$14.22	\$14.22	\$13.68	\$15.61	\$17.90	\$18.22	\$13.96	\$18.93	\$22.08											
15	\$12.48	\$19.84	\$19.84	\$19.84	\$12.46	\$11.94	\$14.34	\$14.34	\$13.80	\$15.73	\$18.02	\$18.34	\$14.08	\$19.05	\$22.20											
16	\$12.60	\$19.96	\$19.96	\$19.96	\$12.58	\$12.06	\$14.46	\$14.46	\$13.92	\$15.85	\$18.14	\$18.46	\$14.20	\$19.17	\$22.32											
17	\$12.72	\$20.08	\$20.08	\$20.08	\$12.70	\$12.18	\$14.58	\$14.58	\$14.04	\$15.97	\$18.26	\$18.58	\$14.32	\$19.29	\$22.44											
18	\$12.84	\$20.20	\$20.20	\$20.20	\$12.82	\$12.30	\$14.70	\$14.70	\$14.16	\$16.09	\$18.38	\$18.70	\$14.44	\$19.41	\$22.56											
19	\$12.96	\$20.32	\$20.32	\$20.32	\$12.94	\$12.42	\$14.82	\$14.82	\$14.28	\$16.21	\$18.50	\$18.82	\$14.56	\$19.53	\$22.68											
20	\$13.08	\$20.44	\$20.44	\$20.44	\$13.06	\$12.54	\$14.94	\$14.94	\$14.40	\$16.33	\$18.62	\$18.94	\$14.68	\$19.65	\$22.80											
21	\$13.30	\$20.66	\$20.66	\$20.66	\$13.28	\$12.76	\$15.16	\$15.16	\$14.62	\$16.55	\$18.84	\$19.16	\$14.80	\$19.87	\$23.02											
22	\$13.52	\$20.88	\$20.88	\$20.88	\$13.50	\$12.98	\$15.38	\$15.38	\$14.84	\$16.77	\$19.06	\$19.38	\$15.02	\$20.09	\$23.24											
23	\$13.74	\$21.10	\$21.10	\$21.10	\$13.72	\$13.20	\$15.60	\$15.60	\$15.06	\$16.99	\$19.28	\$19.60	\$15.24	\$20.31	\$23.46											
24	\$13.96	\$21.33	\$21.33	\$21.33	\$13.94	\$13.42	\$15.82	\$15.82	\$15.28	\$17.21	\$19.50	\$19.82	\$15.46	\$20.53	\$23.68											
25	\$14.18	\$21.55	\$21.55	\$21.55	\$14.16	\$13.64	\$16.04	\$16.04	\$15.50	\$17.43	\$19.72	\$20.04	\$15.68	\$20.75	\$23.90											
26	\$14.73	\$22.10	\$22.10	\$22.10	\$14.71	\$14.19	\$16.59	\$16.59	\$16.05	\$17.98	\$20.27	\$20.59	\$16.23	\$21.30	\$24.45											
27	\$15.28	\$22.65	\$22.65	\$22.65	\$15.26	\$14.74	\$17.14	\$17.14	\$16.60	\$18.53	\$20.82	\$21.14	\$16.78	\$21.85	\$25.00											
28	\$15.83	\$23.20	\$23.20	\$23.20	\$15.81	\$15.29	\$17.69	\$17.69	\$17.15	\$19.08	\$21.37	\$21.69	\$17.33	\$22.40	\$25.55											
29	\$16.38	\$23.75	\$23.75	\$23.75	\$16.36	\$15.84	\$18.24	\$18.24	\$17.70	\$19.63	\$21.92	\$22.24	\$17.88	\$22.95	\$26.10											

\* Activity trips = \$10.50/hr