

2018-2019
NEGOTIATED AGREEMENT
BETWEEN
THE HARRAH BOARD OF
EDUCATION
AND
THE HARRAH FEDERATION OF
SUPPORT EMPLOYEES
OF OKLAHOMA

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EMPLOYMENT PROVISIONS

I.01 JOB DESCRIPTIONS

The board shall establish and maintain job descriptions for all support employee positions. An updated copy of the job descriptions relating to each employee's position will be provided upon request to that employee and the Federation.

Any time the job description is updated, a copy of the updated job description will be sent to the affected employee and the Federation.

I.02 SUSPENSION, DEMOTION, AND TERMINATION PROCEDURES

A. DEFINITIONS

1. "Full-Time Employee" is defined as an employee who regularly works six hours or more per day for a minimum of one hundred seventy-two (172) days.
2. "Part-time Employee" shall mean an employee who regularly works a period of time less than 6 hours per day. As a result of these definitions, no employee may receive any Flexible Benefit Allowance greater or less than provided by state law.

B. PROCEDURE

1. An employee may be suspended, demoted, or terminated during the term of his/her contract for any of the following, including but not be limited to:
 - a. Violation of any policy, rule, regulation or directive of the Board, Superintendent, or Administration.
 - b. Immorality
 - c. Neglect of Duty
 - d. Insubordination
 - e. Incompetency in job performance
 - f. Possession, consumption, or reporting to work under the influence of alcohol or controlled dangerous substances.
 - g. Destroying or permitting the destruction of district property
 - h. Conviction of a felony
 - i. Clocking in or out another employee's time card or falsifying time.
 - j. Absence from work station without prior authorization.
 - k. Chronic absenteeism for any reason.
 - l. Excessive tardiness.
 - m. Possession of weapons on the premises at any time.

- n. Falsification, unauthorized possession, and/or removing without authority any district property, records, or confidential information and/or making them publicly known.
 - o. Theft, misappropriation, or sabotage of property of support employees, students or of the district.
 - p. Refusing to follow instructions of an administrator, failure to do work assignment.
 - q. Threatening, intimidating, coercing, or interfering with support employees or supervision at anytime.
 - r. Creating disturbances on the premises at anytime and/or perpetrating practical jokes.
 - s. Disregard of known safety rules or common safety practices.
 - t. Posting or removing signs, notices or writing in any form on bulletin boards or district property without authorization.
- 2. Part-time employees, and full-time employees with less than one (1) year of service may be suspended, demoted, or terminated at any time without cause.
 - 3. Part-time employees, and full-time employees with more than one (1) year of service may be suspended, demoted or terminated only for cause.
 - a. The employee shall be advised in writing, of the right to a hearing before the Board.
 - b. If the employee requests a hearing within ten (10) days after receiving the notice, a hearing will be scheduled at the next regularly scheduled board meeting or at a special meeting called for that purpose. The decision of the Board will be final.
 - c. If the employee fails to request a hearing within ten (10) days of the notice, the employee shall be considered to have waived his/her right to a hearing.

1.03 DISCIPLINARY PROCEDURES

A. DISCIPLINARY ACTION

- 1. Disciplinary actions including suspension, demotion and termination of employees shall be taken in accordance with the following policy.
- 2. Disciplinary action may begin at any step depending upon the administration's determination of the severity and nature of the cause for the discipline.
- 3. No employee shall be disciplined, reprimanded or reduced in compensation without cause as indicated in 1.02 B1.

4. No employee shall be disciplined or reprimanded in the presence of others, except in the case of emergencies.
5. The immediate supervisor shall discuss privately with the employee any complaint involving a decision or action taken by that employee.
 - A. Should the conference disclose no justification for the complaint, it shall be dropped and no written record shall be maintained.
 - B. If a conference or hearing is scheduled by the administrator involving the complainant and the employee, the employee shall be entitled to have a representative of choice.
6. Employees who are terminated will be given the reason for the termination in writing.
7. Termination of an employee shall be in accordance with Oklahoma State Statutes Title 70, Section 24-133, 134, 135, 136, and 137.

B. DISCIPLINARY PROCESS

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

C. RIGHT TO REPRESENTATION

Employees shall, upon their request, have the right to be accompanied by their union representative or a person of their choosing at a conference scheduled by administrators and/or the board for the purpose of formal, written disciplinary action.

1.04 REDUCTION IN FORCE

A. DETERMINATION OF NEED TO REDUCE STAFF

When the Board determines the need to reduce the number of employees in the bargaining unit, the position to be eliminated will be determined by the Board. The employees to be released as a result thereof will be determined in accordance with the following policy. This policy only applies to full-time employees with more than one (1) year of service and regularly employed part-time employees with more than one (1) year of service who are employed the full-required time of their positions determined by the Board of Education. Part-time employees and full-time employees with less than one year of service may be released at any time without cause.

B. PROCEDURE FOR REDUCTION

1. When selecting employees for reduction the administration shall consider the following criteria as each relates to the employees being considered in each job category. Length of continuous and uninterrupted service will be considered a priority factor along with the other listed criteria:
 - a. Training
 - b. Experience
 - c. Length of Continuous and Uninterrupted Service.
 - d. Licenses held
 - e. Special Skills
 - f. Administrative Evaluation
2. An employee selected for reduction shall be afforded notification and any hearing procedures available to the employee.

C. PROCEDURE FOR RECALL

1. An employee reduced as a result of this policy shall be placed on a recall list for a period of one (1) calendar year from the date of reduction. The employee shall remain on the recall list until and unless the employee:
 - a. Waives recall in writing
 - b. Resigns
 - c. Fails to accept a position of re-employment within ten (10) days after it has been offered.
2. Employees on the recall list will be offered re-employment for vacancies within the job categories from which they were reduced. If several employees on the recall list were reduced from within the same job category, the determination of which employee will be offered

re-employment will be made after considering the following criteria as each relates to the employees being considered.

- a. Training
 - b. Experience
 - c. Length of Service
 - d. Licenses Held
 - e. Special Skills
 - f. Administrative Evaluation
3. Upon re-employment, recalled employees will be granted credit for all previously accrued leave. No leave will be considered to have accrued during the period of reduction.

1.05 POSTING OF VACANCIES

The administration shall post notice of all vacant positions within the bargaining unit. The vacancies will be posted in a central location in each building during the school year and in the Central Office during the summer months. Employees will have a minimum of five (5) working days during the school year and three (3) days during July and August in which to make application for a vacant position.

When filling vacancies and assigning employees to positions, consideration shall be given to District seniority, individual qualifications and the overall needs of the District.

If an employee is re-employed after a period of one year, the employee will qualify for all benefits and due process consideration.

1.06 TRANSFER AND ASSIGNMENT

When a change of assignment is deemed necessary, a conference shall be held with the affected employee. This conference shall be held as soon as possible after the need is recognized and before final placement has been made.

Employees who transfer from one job classification to another job classification can take 5 (five) years of experience and seniority with them to the new job classification.

Employees who transfer to another job within the department can take their years of service with them. The employee will be paid the current salary for the new job position.

Temporary Transfer – In the event that an employee is temporarily transferred to a higher rate position requiring greater responsibility for longer than 2 weeks (10 working days), the employee shall receive additional compensation.

1.07 OVERTIME

A. Authorization

Overtime work must be authorized and approved in advance by the administration. Any employee who works in excess of forty (40) authorized hours during a workweek is entitled to be paid one and one-half (1-1/2) times the regular rate of pay. All overtime must be recorded on computer printout from time clocks or when exceptions are made by administration.

B. Compensatory Time

Compensatory time in lieu of payment may be granted upon request of the employee provided that such compensatory time is used within a reasonable period of time and does not unduly disrupt the operations of the district. The usage of the time shall be approved by the site principal and the central office. Compensatory time is time off at one and a half the number of excess authorized hours worked. Compensatory time must be used within the school year it is earned or be paid the overtime.

C. Accrual Procedure

All overtime and compensatory time is accrued only after an employee has worked in excess of 40 hours per week. This does not include any vacation time, personal time, sick leave time, bereavement time or holiday time.

1.08 NOTIFICATION CONCERNING EMPLOYMENT

The district, no later than ten (10) days after the effective date of the education appropriation bill or June 1, whichever is later, shall give reasonable assurance of employment in writing to any support employee that the school intends to employ for the subsequent school year.

INDIVIDUAL RIGHTS

2.01 GRIEVANCE PROCEDURE

A. Purpose

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

B. Definitions

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

C. Procedure

1. Level 1
An employee with a grievance shall first discuss the grievance individually with the immediate supervisor within ten (10) days of the alleged violation, citing the article and section alleged to have been violated with the objective of resolving the grievance informally. No written record will be made.
2. Level II
 - a. If the grievant is not satisfied with the disposition of his/her grievance at level one, he/she may file the grievance within five (5) days of the level one response with the immediate supervisor citing the article and section alleged to have been violated and the specific remedy sought.
 - b. The immediate supervisor shall schedule and hold a meeting with the grievant within five (5) days after receipt of the written grievance and shall transmit a written decision to the grievant within five (5) days of the meeting.
3. Level III

- a. If the grievant is not satisfied with the disposition of his/her grievance at level two, he/she may file an appeal within five (5) days of the level two response with the Superintendent.
- b. The Superintendent shall schedule and hold a meeting with the grievant within five (5) days after receipt of the appeal and shall transmit a written decision to the grievant within five (5) days of the meeting.

4. Level IV

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

D. Right to Representation

The grievant may be represented by a person of their own choosing at any level of this procedure.

E. General Provisions

1. Decisions rendered at level two, three and four of the grievance procedure will be in writing, setting forth the decisions and the reasons therefore and will be transmitted promptly to all parties in interest.
2. Necessary forms for filing a grievance shall be mutually agreed upon by the Federation and the Board and be made a part of this Agreement.
3. Failure in any step of this procedure to appeal the next level within the specified time limits shall be deemed to be acceptance of the decision at that level.
4. Time limits at any level may be extended by mutual agreement, and such agreements shall be reduced to writing and placed in the record for that grievance.

FEDERATION RIGHTS

3.01 LEAVE

Upon application to and approval of the Superintendent, Federation members may be granted leave to attend Federation meetings, conferences and workshops.

3.02 VISITATION BY FEDERATION REPRESENTATIVES

Federation representatives may visit employees for the purpose of transacting official business of the Federation only before and after the workday. Upon arrival at the building, Federation representatives must check in with immediate supervisor.

3.03 USE OF FACILITIES

- A. After scheduling with the Superintendent or designee, the Federation may use the school facilities for meetings of the Federation. Such meetings may only be held if they do not interfere with other scheduled activities of the district, and may only be held before school, during breaks, and after the employee work day. If such meetings cause the district to incur any additional costs, the Federation agrees to reimburse the district for said costs.
- B. The Federation shall be permitted to use school equipment on the school grounds, provided that such use of this equipment does not infringe on the regular educational process of the district.

The Federation shall pay the cost of, or provide, copier paper, computer paper, diskettes and any other needed consumable supplies.

3.04 INFORMATION DISTRIBUTION

The Federation shall be permitted to distribute information related to the official business of the Federation by placing such material in the individual school mailboxes of employees. Such material shall not suggest, urge, or propose any action by an employee to violate, ignore, or resist any terms of this Agreement, administrative regulation or policy. Political campaign material other than directly related to the internal politics of the Federation may not be distributed.

3.05 AVAILABILITY OF INFORMATION

For all regular, special and emergency Board meeting, a copy of the agenda will be made available to the Federation in the superintendent's office as soon as it is posted. Board minutes will be made available to the Federation in the Superintendent's office as soon as possible after approval by the Board.

3.06 PROFESSIONAL ENRICHMENT

Upon application and approval by the Superintendent, in-service days for professional leave will be provided to members of the bargaining unit to attend workshops and/or seminars directly related to their specific job classifications.

3.07 PRINTING/DISTRIBUTION OF CONTRACT

The Board agrees to share equally the cost of printing the contract with the Federation. The Federation will be responsible for printing the contract and provide the Board with ten (10) copies for their use.

LEAVE PROVISIONS

4.01 SICK LEAVE

The Board will annually provide each employee one (1) day of sick leave for each month worked for use in case of personal accidental injury, personal illness, illness due to pregnancy, or accidental injury or illness in the immediate family, (spouse, children, parents or grandparents, grandchildren and spouse's parents, guardians, son/daughter in-laws, mother/father in-laws, step-children living in the home and in the case of life threatening illness or injury, step-children not living in the home and siblings).

New employees will be allowed to draw three (3) days of their projected annual sick leave total at the beginning of their initial employment with the district. After ninety (90) days of employment, the Board will provide each employee one (1) day of sick leave for each month worked. If all sick leave is used and the employee quits or is terminated before the end of the contract year, then one (1) day's pay for each of the three (3) days advanced will be deducted from their last paycheck.

Unused sick leave may accumulate to ninety (90) days for all support employees.

It is required that an employee notify their immediate supervisor of need to use sick leave. The employee may be required to provide certification of illness by a medical doctor or other appropriate evidence after three (3) consecutive workdays of illness in order to receive sick leave benefits. The District reserves the right to request certification of illness by a medical doctor or other appropriate evidence at any time when a reasonable cause to suspect violation of the sick

leave rules exist. The district will notify the employee of the number of accumulated sick leave days on or before the first day of the school year. Sick leave shall be charged for actual time taken off [minimum of one (1) hour] due to illness.

Sick leave shall be used a minimum of one (1) hour, then in one (1) hour periods thereafter. In the case of a bus driver, the length of one route may be taken as sick leave for one-half (1/2) day. For regular employees, if they are on a four day, 10 hour per day work schedule, sick leave will be charged at 1.25 days per 10-hour day used.

In case of substantiated extended personal illness and after all sick leave is used, an employee may, with approval of the Superintendent and/or Board be placed on leave of absence without pay for the remainder of the year. Provisions will be made whereby the employee can arrange payment of all professional dues and insurance. When the employee is released by the attending physician, the employee will be restored to his/her position, if possible.

4.02A LEAVE: PERSONAL

Personal Business is defined as pressing business of a nature relating to personal, legal business, household, or family needs which cannot be met other than during school hours. Personal leave cannot be used for recreation, vacation, or political reasons.

Three (3) days of Personal Leave shall be granted to all support personnel. All three days may be used at no loss of salary to the employee. Employees are encouraged to not use the first or last day of school, days immediately preceding or following a holiday or vacation, and days school remains in session despite adverse weather conditions.

4.02B BEREAVEMENT LEAVE

Three (3) days of leave shall be granted for bereavement for a death within the immediate family. Provided that, in the event of a death within the immediate family which necessitates travel outside the state in order to attend the funeral, the employee may be granted two (2) days travel time in addition to the above leave for the purpose of attending the funeral.

For deaths outside the immediate family the employee, may apply for leave, which if granted, will be charged to sick leave.

Immediate family is defined as; spouse, children, stepchildren, parents, or guardians, siblings, grandparents, grandchildren, spouse's parents, spouse's siblings, aunts and uncles.

4.03 LEGAL PROCESS LEAVE

Employees shall be granted leave to serve on a jury or as a witness subpoenaed in a criminal, civil, or juvenile proceeding. An employee serving as a juror or subpoenaed witness shall be paid his/her full contract salary less any compensation received for such service, exclusive of parking or mileage reimbursement.

4.04 SICK LEAVE SHARING

The Board of Education and the Federation hereby establish a sick leave policy for support employees for the transfer to sick leave days under the following terms and conditions:

1. This policy applies only to support employees of the Harrah School District.
2. Support with consent of the Harrah Board of Education may donate sick leave days at any time during a school year;
3. The donation of sick leave will be allowed only by support employees who have twenty (20) or more days of earned and accumulated sick leave;
4. The deposit of shared sick leave days to the receiving employee will be an irrevocable decision of each support. Sick leave days received shall be maintained separately from other leave, may only be used for the predetermined illness, and all donated sick leave days not used during a school year by the receiving employee will be refunded on a pro-rata basis to the donating support employee.
5. Shared sick leave will be available to any eligible support employee who exhausts his/her accumulated sick leave, all personal business days and vacation days;
6. Permission to receive shared sick leave will be granted only for catastrophic personal illness or catastrophic injury to the support employee therefore creating a situation of "extreme hardship," as determined by a committee consisting of one (1) support employee from each classification and one (1) central office administrator. The support employees on the committee are to be appointed annually by the

Federation. The committee shall serve for one (1) school year only, but members of the committee are eligible to be reappointed for subsequent school years.

7. The request for permission to receive shared sick leave days must be in writing and must be presented to the Superintendent by the affected support employee or another employee (acting with the affected support employee's permission) in his/her behalf. The request for shared sick leave days must:
 - a. state the approximate date sick leave, personal business days and vacation days will be exhausted;
 - b. state the amount of sick leave needed; and,
 - c. Obtain a doctor's statement identifying the reason for additional leave.

The committee will review all requests and make a decision on the eligibility of the affected support employee. The affected support employee or his/her designee or the Superintendent of Schools may appeal a committee decision to the Board of Education whose decision shall be final and non-appealable.

8. Any use of donated sick leave may not extend beyond the school year (except for twelve (12) month employees) in which the application for such sick leave is made. All other support employees who receives donated sick leave must return to work by the first working day of the following school year or obtain a leave of absence without pay from the Board of Education. Failure to return to work or obtain a leave of absence without pay is grounds for immediate dismissal.
9. Donated sick leave will be paid at the daily rate of the donee, not the donor;
10. The maximum total number of donated days which any employee may receive during their career as a Harrah employee is one hundred (100) days;
11. All records with regard to the administration and operation of shared sick leave shall be maintained by the Superintendent of Schools or his/her designee;
12. The interpretation and implementations of this policy shall be the sole and exclusive right of the Board of Education of the Harrah School District

FRINGE BENEFITS

V.01 PERSONAL LEAVE REIMBURSEMENT

Any unused personal leave days shall be placed into the employee's individual sick leave bank at the beginning of each fiscal year.

V.02 SICK LEAVE REIMBURSEMENT

Sick leave may accumulate above ninety days for retirement purposes only. Once such leave is placed in the retirement bank, it becomes vested and may be sold to the district at retirement. Only those days above 120 will be bought by the district at the rate of \$10 per day upon retirement from the district.

If the employee is not a member of the Oklahoma Teacher Retirement System (OTRS), and the employee has 20 or more years of consecutive employment service with Harrah Public Schools, the district will 'buy back' up to ninety (90) days of accumulated unused sick leave at the rate of (\$10) dollars per day upon retirement.

Sick Leave Incentive:

Anyone not using any sick leave days during the contract year shall receive \$50.00 incentive pay to be issued in July.

V.03 UNIFORM/CLOTHING ALLOWANCE

The Board agrees to provide a clothing allowance for cafeteria workers in the amount of \$95.00 per worker as compensation for the cost to provide and clean required articles of clothing worn on the job. Compensation will be made as soon as possible after school starts.

Custodians who are in contact with children during school hours will be required to wear uniforms. These shirts and/or pants will be provided and cleaned at the school's expense by request.

V.04 HOLIDAYS

All 12 month employees shall be entitled to the following holidays at no reduction in pay when the holiday occurs during their work year:

1. New Year's Day, January One (1)
2. Memorial Day, Last Monday in May
3. Independence Day, July 4th
4. Labor Day, First Monday in September
5. Thanksgiving Day, Fourth Thursday in November and the Friday following.

6. Christmas Day, December 25th.

An official holiday that falls on a Saturday shall be observed on the preceding Friday; or if on a Sunday, it shall be observed on the following Monday. Official holidays that occur when classes are in session will be observed on a schedule developed by the immediate supervisor.

V.05 VACATION

Vacations are granted only to full-time 12 month (245-255 days) employees. Upon completion of an employment period wherein the employee accrues one week (five working days) of vacation time, the employee may apply for a vacation period. Vacation accrual is calculated from the employee's date of initial employment.

Employees currently eligible for vacation benefits shall accrue vacation time at the rate of .85 days per month of employment to a maximum of ten (10) days per year. All vacation time shall be paid at the employee's current rate of pay.

Vacation time cannot be accumulated. Time earned during a fiscal year must be used by the close of the succeeding fiscal year. Earned but unused vacation time will be paid to the employee upon termination of employment.

Vacation periods must be scheduled in advance at the convenience of the department to which the employee is assigned.

If an authorized holiday falls within a scheduled vacation period, it will not be chargeable to the employee's vacation time.

V.06 BREAK TIME

Classified employees, working five (5) to eight (8) hours will receive two fifteen (15) minute breaks, or one (1) thirty minute lunch break. Any other permitted time taken will have to be clocked out using the district time clock.

This break time can be adjusted at each school or department as long as each classified employee receives their allotted break time. If, by chance, an employee has not had the opportunity to take their allotted break time during their normal shift, they may be allowed to take it at the end of their shift before they clock out for the day or with approval of supervisor, unused break time may be allowed to accumulate to be used later. Such accumulation shall be at straight time, not time and one half. All such accumulated time must be used prior to the end of the employee's contract year.

V.07 FRINGE BENEFITS PROGRAM

Any employee may continue his/her health insurance program during approved leave of absence, provided the employee makes full premium payments.

The district will provide one-half of a single premium HealthChoice High for those who qualify for the State Insurance Flexible Benefit Allowance.

This benefit will continue at a flat rate of \$3000 through FY 2016-2017 and thereafter for current 2014-2015 employees. New district support employees for the 2015-2016 contract year and thereafter will not be eligible for this benefit. There will be no increase to this benefit in future years.

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

Employees who work less than six (6) hours per day may enroll in the plan as long as they make full payments or upon showing of insurability to the satisfaction of the Board. Any additional sum due by the employee will be made through payroll deductions.

In accordance with the Oklahoma State Statutes Title 70 Section 26-105, Title 74 Section 1310.1, Title 70 Section 18-114.10.

FLEXIBLE BENEFIT ALLOWANCE (Cash in Lieu of Insurance)

- A. At a minimum, the flexible benefit allowance may be used by a school district employee that is participating in the cafeteria plan to purchase major medical health care plan coverage offered by the school district through a cafeteria plan, or the excess flexible benefit allowance may be used to purchase any of the additional benefits offered by the school district. A school district employee that is not participating in the school district sponsored cafeteria plan may elect to receive the flexible benefit allowance as taxable compensation.
- B. Each eligible school district employee shall be credited annually with a specified amount as a flexible benefit allowance which shall be available for the purchase of benefits. The amount of the flexible benefit allowance credited to each eligible school district employee shall be communicated to the employee prior to the enrollment period for each plan year. For the fiscal year ending June 30, 2019, the flexible benefit allowance amount for support personnel shall be no less than One Hundred Eighty-nine Dollars and sixty-nine cents (\$189.69) per month.

- C. If a school district employee who is participating in the cafeteria plan elects benefits whose sum total is less than the flexible benefit allowance, the employee shall receive any excess flexible allowance as taxable compensation. Such taxable compensation shall be paid in substantially equal amounts each pay period over the plan year. On termination during a plan year, a participating school district employee shall have no right to receive any such taxable cash compensation allocated to the portion of the plan year after the termination of the employee.
- D. Each school district employee shall make an annual election of benefits under the plan during an enrollment period to be held prior to the beginning of each plan year. The enrollment period dated will be determined annually and will be announced by the school district, providing the enrollment period shall end no later than thirty (30) days before the beginning of the plan year. Each such school district employee shall make an irrevocable advance election for the plan year or the remainder thereof pursuant to such procedures as the school district shall prescribe.
- E. The school district shall prescribe the forms that school district employees shall be required to use in making their elections, and may prescribe deadlines and other procedures for filing the elections.
- F. School District employees hired after the closing of the enrollment period shall be allowed to make an election as provided in this act.

COMPENSATION

- A. All provisions of the 2018-2019 Negotiated Contract shall, upon ratification, be retroactive from July 1, 2017.
- B. Each support employee currently employed by the Harrah School District shall receive no less than the hourly rate of pay for the 2017-2018 school year plus the appropriate negotiated increase. In addition to the defined compensation set forth in the 2018-2019 Salary Schedule in accordance with 70 O.S. 6-101.40-H.B. 1026 XX, Effective July 1, 2018, all full-time support staff who were employed in the Harrah School District for the 2017-2018 school year will receive a \$1,250 annual pay increase for the 2018-2019 school year. The additional amount will be reflected on the employee pay stub over a 12 month period.
- C. When payday falls on or during a school holiday, all employees shall receive their warrants the last working day.
- D. Meetings which are required and authorized by the superintendent of school and which exceed the contractual requirements of the employee's work day and work year shall be compensated at the employee's regular rate of pay.

E. All support personnel, who do not participate in direct deposit, shall receive their payroll warrants in a sealed envelope. Employees may receive their salary in ten or twelve checks however, if the employee has insurance or other payroll deductions based on twelve months they must take their salary in twelve checks. No advance deductions may be made from employee's checks for insurance.

F. The Board agrees to pay the cost of the Commercial Driver's License that is required for bus drivers or anyone else that is required by the district to have a Commercial Driver's License. The person must obtain a purchase request prior to paying for the CDL. The person will be reimbursed following presentation of documented costs and purchase requests after the next available Board meeting. The district will not reimburse school personnel for the expense of renewing their CDL certification if the employee has not driven a bus in any capacity for the past 12 (twelve) months of employment from July 1, 2018.

If an employee has to go outside the school district to receive bus driver training the school agrees to reimburse the employee for the cost.

Renewal of any employees required CDL license will be reimbursed to the employee as soon as possible following the submission by the employee.

The following categories will be exempt from the mandatory CDL requirement:

- Clerical – all except Main/Trans Sec.
- Instructional – all except Paraprofessional
- Cafeteria – all except those whose job duties require them to transport food.

Bus driving positions shall be posted by route number at the administration office as they occur.

G. All regular route full-time (AM & PM) bus drivers shall be paid a minimum of three (3) hours per day and be paid at their regular hourly rate for any time over the three-hour minimum per day.

H. Selection of drivers for activity trips shall be done with the following procedure:

A meeting will be scheduled at the beginning of the week for drivers interested in being considered for activity trips. The meeting will be scheduled so that drivers will have an opportunity to attend, with the least amount of conflict possible. In the event a driver can't attend but wishes to be placed in the rotation, the driver will contact the Assistant Superintendent and will be included in the rotation. At the meeting, all known trips will be posted for that weeks activities and the next weeks, if available. The selection rotation will begin with seniority with the most senior driver in attendance getting first choice of assignment and following in order of decreasing seniority. When a selection has been made, that

driver's name goes to the bottom of the rotation list. After all drivers in attendance have had a choice of trips, the list will rotate again. Trips which are to be made at no cost to the District or at less than the normal cost, will not be included in the rotation schedule.

I. BUS MONITOR/BUS DRIVERS

Bus monitors who substitute as a bus driver will be paid the bus driver salary when they are substituting. In the event of a permanent driver assignment, the monitor will receive leave benefits of the driver. If the monitor assumes a permanent driver position, they will enter the drivers' seniority roster at 0 years but will qualify for pay at the experience level they have completed as a monitor in the Harrah District.

J. EMERGENCY CALL-IN

When an employee is called in to work before or after their regularly scheduled shift, such employee will be paid no less than one (1) hour for emergency call-in allowance. The time shall begin when they leave home and stop when they return home.

K. MAINTENANCE POSITION

The maintenance position will be upgraded to the HVAC schedule when the incumbent gets an Oklahoma Plumbers License.

PAYROLL DEDUCTIONS

A group of ten (10) or more employees must participate in a given company program to be eligible for a payroll deduction, unless unusual circumstances are approved by the Board.

These deductions shall be exclusive of:

1. Health/Dental Premiums
2. Annuity Contributions
3. Professional Dues (HFSE/OFT/AFT, OEA/NEA, HESPO/ESPO)
4. Retirement Contributions

TRAVEL REIMBURSEMENT

Monthly reimbursement will be made to employees for the use of their personal vehicles for the purpose of carrying out required duties as approved in writing by

the superintendent prior to the use of the vehicle. Reimbursement will be made at the established rate outlined by the Board of Education.

ACTIVITY DRIVER PAY SCHEDULE

Activity trips shall be compensated at the rate of \$12.00 per hour for each hour worked.

Expenses will be reimbursed on the following basis: Meals - \$7.00 per meal up to two meals per trip. (Reimbursement will be made upon documentation by the driver of meals eaten.)

On overnight trips, the driver will be reimbursed for up to three meals per day at \$7.00 per meal and hotel cost if applicable. (Reimbursement will be made upon documentation of actual expenses.)

If the activity trip is cancelled without notifying the bus driver and the driver has prepared the bus to take the trip, the driver shall be paid the minimum of two (2) hours pay.

MANDATORY PHYSICAL

If a support employee’s job classification requires the employee to have a physical, the cost of such physical will be borne by the Board of Education, provided that the physician giving the physical will be designated by the Board of Education.

JOB CLASSIFICATION	FTE HOURS PER DAY	FTE DAYS PER YEAR
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Employees in the Harrah School district will be employed according to the hours per day and days per year as expressed in the following schedule:

CLERICAL:

Main/Trans Sec.	8	245
Site Based Sec.	8	208

INSTRUCTIONAL:

Paraprofessional	8	175
Indian Ed Cord./Tutor	7	215
Indian Ed Tutor	7	200
Indian Ed Tutor	7	180
Tutorial Assistant	7	200
Paraprofessional	7	175
Teacher/Media Assistant	7	175
Computer Tech.	8	255

Interpreter	7	175
<u>OPERATIONAL:</u>		
Head of Maintenance	8	255
Electrician/HVAC	8	255
Maintenance	8	255
Head Custodian	8	255
Custodian	8	255
Grounds/Bus Driver	8	255
Housekeeper	8	175
Housekeeper	4	175
Housekeeper	3	175
Housekeeper	7	175
Housekeeper	2.5	175
Housekeeper	6	175
Mail Courier/Shuttle Driver	5	175
Mowing Crew		as needed
<u>TRANSPORTATION:</u>		
Head Mechanic-Bus Driver	8	255
Mechanic	8	255
Trans/Maint/Mech/Bus Driver	8	255
Lead Driver	8	175
Drivers	3	175
<u>CAFETERIA:</u>		
Manager	8	175
Cook/Baker	7	175
Cook/Baker	6	175
Cook/Baker	5	175
Helper	3	175

APPENDIX

7.01 SALARY:

The Board agrees to compensate the Support Personnel of the Harrah School according to the following schedules. (No employee presently employed in the school system will receive a reduction in pay rate.) Qualification for experience for lane changes, begins with the contract year for the employee, not the anniversary date of hire. The board reserves the right to recognize credit for out-of-district experience related to the job the employee will occupy. When an employee returns to the School District in the same job category within three years, they will be placed back on the number of years they were on when they left the District.

- A. Each employee who qualifies for a step on the schedule will be given that step at the beginning of the contract year. Employees will be eligible for receiving a step increase at the beginning of the 2018-2019 contract year according to the salary schedule. The board agrees to begin paying the step increase at the beginning of the contract year.**
- B. The 2017-2018 support salary schedules will be retained for the 2018-2019 year.**
- C. All eligible support personnel will advance one(1) step on their respective salary schedule.**
- D. Employees that have topped out on the 2018-2019 salary schedules will receive a one-time stipend of \$250.00 at Step 26, and a \$350 stipend for Step 27 and above. The stipend will be paid to eligible personnel in December 2018.**

Duration

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

Upon ratification, this contract shall become effective at 12:01 am July 1, 2018 and remain in effect through June 30, 2019.

Date _____

Federation Representative

Harrah School Representative