

# SPAN Booklet 2016 - 2017

## ARTICLE I - CONDITIONS OF EMPLOYMENT

### Section 1 - Assignments

- 1.1 Criteria and Standards for advancement to Maintenance I or Maintenance II positions are attached as Addendum to this Agreement.
- 1.2 The process used by the administration when an employee is promoted and is moved to a new pay schedule will be reviewed periodically by the administration in order to ensure that the process is equitable, consistent and rewarding.

### Section 2 - Vacancies

- 2.1 All vacancies shall be posted on the District website. A vacancy will remain open for seven (7) days following the posting of the vacancy, except when the immediate filling of a vacancy is necessitated by student needs.
- 2.2 Qualified applicants already in the District who apply for a vacancy will be considered for a vacant position before applicants from outside the District are employed. In-district applicants not selected will be verbally given a reason.

### Section 3 - Reduction in Force

- 3.1 Reduction shall be based on seniority in each job title. Employees in a position requiring special job skills may be exempted.
- 3.2 Recall - The recall procedure will come into effect should the conditions which caused the reduction in staff be relieved. Qualified employees will be notified of openings.
  - A. Staff shall be recalled in reverse order of layoff.

- B. No new employees shall be hired for a job title until all laid off employees qualified for the position have been recalled or declined the opening. The system will allow five (5) days for replies prior to employment of outside applicants, unless the Assistant Superintendent of Personnel has declared an emergency timeline for hiring.

## **ARTICLE II - LEAVE PROVISIONS**

### **Sections 1 - Sick Leave**

- 1.1 After five (5) consecutive work days of paid sick leave or at any time a pattern of usage exists that suggests possible abuse of leave, the District may require certification by the health care provider for continued use of paid sick leave. The form for certification shall be obtained from the office of Personnel Services.
- 1.2 After five (5) consecutive days of paid sick leave, the District may require certification by the health care provider that the employee is able to perform his/her essential job functions, with or without reasonable accommodations, before said employee may return to his/her assignment.

### **Section 2 - Sick Leave Accumulation**

- 2.1 Employees may accumulate up to 185 days for use purposes only.

### **Section 3 - Sick Leave Sharing**

- 3.1 Employees shall have access to sick leave sharing benefits as provided in the Sick Leave Sharing policy adopted by the Board.

### **Section 4 - Bereavement Leave**

- 4.1 A total of five (5) days of bereavement leave may be used annually for the death of the following: step-mother, step-father, sister-in-law, brother-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew or persons who live in the home of the employee spouse as member of the family such as foster children, foster parents or guardians. Bereavement leave for the death of an employee's spouse or child will be fifteen (15) days each.

Bereavement Leave for the death of an employee's mother or father will be five (5) days each.

- 4.2 If an employee believes a particular situation warrants bereavement leave not already granted in section, the employee may request additional bereavement leave from the Assistant Superintendent of Personnel Services who is authorized to review and grant such additional leave.
- 4.3 Beginning with the 2009 - 2010 school year support employees will be eligible for Bereavement Leave effective their date of hire.

### **Section 5 - Convenience Leave**

Convenience leave as provided by Board Policy shall be available to all full-time employees. Support employees shall be provided three (3) days of convenience leave each school year. The first two (2) shall be provided at full pay. The third day shall be at a cost determined in accordance with Board Policy and shall be deducted from the employees pay. Bus drivers who work over four (4) hours will be eligible for convenience leave.

### **Section 6 - Emergency Leave**

A support employee may apply for Emergency Leave to the Assistant Superintendent of Personnel Services. The first day of approved emergency leave shall be at full pay. Additional days requested and granted shall be at the cost determined accordance with Board policy and deducted from the employee's pay for each day used.

An emergency is defined as an unforeseen, unanticipated, serious event that requires immediate attention and is beyond the employee's control that does not qualify for any other category of leave.

### **Section 7 - Legal Leave**

- 7.1 Employees shall receive fully paid leave when selected for jury service or subpoenaed as a witness in a criminal, civil or juvenile proceeding.

**Section 8 - Vacation Benefits**

8.1 All employees who were employed prior to June 30, 1996 shall accrue vacation benefits according to the following schedule:

260 day employees	1.75 days/month	21 days
240 day employees	1.25 days/month	15 days

8.2 All employees who employment begins July 1, 1996 or later shall accrue vacation benefits according to the following schedule:

<u>Years in District</u>	<u>260 Day</u>	<u>240 Day</u>
0 - 5 years	12 days / 1.0 per month	6
6 - 10 years	15 days / 1.25 per month	10
11 + years	21 days / 1.75 per month	15

8.3 Starting with 2016 - 2017 school. "Years in District" for purposes of vacation accrual shall be determined by the total years of service in the district.

**ARTICLE III - COMPENSATION**

**Section 1 - Life Insurance**

1.0 All employees who work four (4) hours or more will be provided an \$10,000 life insurance policy.

**Section 2 - Health Insurance Program**

2.1 State Payment

A. For the 2016 - 2017 school year, all employees, eligible under State of Oklahoma guidelines, who participate in the District's health insurance plan shall receive a Flexible Benefit Allowance (FBA), paid by the State of Oklahoma in the amount of \$526.88 per month through December and \$571.04 per month in January, effective with the first day of the following month of date of hire regarding contract for the 2016 - 2017 school year, employees will be compensated accordingly.

- B. For the 2016 - 2017 school year, all employees who do not participate in the District's Health Insurance Plan shall receive a Flexible Benefit Allowance (FBA) of \$189.69 per month, effective the first day of the following month of date of hire regarding contract for the 2016 - 2017 school year.

### **Section 3 - Compensation**

- 3.1 Compensation Schedules - all support employees will be paid in accordance with the appropriate 2016 - 2017 compensation schedules attached to this Agreement. Support employees eligible for step movement shall advance one (1) step on the 2016 - 2017 pay table.
- 3.2 All eligible hourly support employees hired before January 1, 2016 will receive a .15 per hour raise.

### **Section 4 - Retirement Benefit**

- 4.1 Pay 100% of the retirement benefit for support employees that have been employed by the district after one (1) full year of employment in the district. Eligibility changes after September 1<sup>st</sup> of the current school year will become effective July 1<sup>st</sup> of the following year.
- 4.2 Employees who have completed one (1) year of employment will be eligible to receive 75% of the employee contribution beginning July 1<sup>st</sup> of the following year.
- 4.3 At the time of employment, at their own expense, new employees may choose to contribute 100% until they are eligible for paid retirement.

## **ARTICLE IV - GRIEVANCE PROCEDURE**

### **Section 1 - Definition**

- 1.1 A "grievance" is a claim by a support employee that there has been a violation, misinterpretation or misapplication of an established Board Policy or Administrative Regulation that has affected that support employee.
- 1.2 The "grievant" is the support employee making the claim.
- 1.3 "Day", except when otherwise indicated, shall mean working days.

### **Section 2 - Procedure**

- 2.1 Informal Procedure - An employee with a grievance shall first present the grievance individually to his/her immediate supervisor within five (5) days of the alleged violation citing the policy or regulation alleged to have been violated, with the objective of resolving the grievance informally. No written record will be made.

### **Section 3 - Formal Procedure**

- 3.1 Step One - If the grievant is not satisfied with the disposition of the grievance after the Informal Procedure, the grievant may request representation and present the grievance formally to the immediate supervisor within five (5) days of the response after the Informal Procedure, citing the policy or regulation alleged to have been violated and the specific remedy sought. The immediate supervisor shall respond to the grievant in writing within five (5) days of receiving the formal presentation.
- 3.2 Step Two - If the grievant is not satisfied with the disposition of the grievance at Step One, the grievant may appeal the grievance with five (5) days of the response in Step One to the Superintendent or designee. The Superintendent or designee shall respond to the grievant in writing within five (5) days of receiving the appeal.
- 3.3 Step Three - If the grievant is not satisfied with the disposition of the grievance in Step Two, the grievant may appeal the grievance within five (5)

days of the response in Step Two for presentation at the next regularly scheduled meeting of the Board of Education or at a special meeting called for that purpose. The decision of the Board is final.

#### **Section 4 - Representation**

- 4.1 The grievant may be represented by a person of his/her own choosing at Steps One, Two and Three of this procedure.

#### **Section 5 - General Provisions**

- 5.1 Time limits at any step may be extended by mutual agreement, and such agreements shall be reduced to writing and placed in the record for that grievance.
- 5.2 Failure in any step of this procedure to appeal to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step.
- 5.3 Failure at any step of this procedure to respond to a grievance within the specified time limits shall permit the grievant to appeal to the next step.
- 5.4 Copies of official grievance, all documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel files of any of the participants.
- 5.5 No reprisals shall be taken against the grievant, any witness, or other participant in the grievance procedures by reason of such participation.
- 5.6 If a grievance arises from an action of an authority higher than the immediate supervisor, the grievance may be initiated at Step Two of this procedure, provided that the informal procedure step shall be utilized with the Superintendent or Superintendent's designee before the formal filing of the grievance.

## **ARTICLE V - ASSOCIATION ACTIVITIES**

- 1.0 SPAN will be allowed four (4) days of Association Leave at a cost equal to the amount of the Substitute Teacher Assistant amount. SPAN must submit the request to the Assistant Superintendent of Personnel for approval.