

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN INDEPENDENT SCHOOL DISTRICT NO. 1
OF TULSA COUNTY, OKLAHOMA,
AND
AFT TULSA LOCAL 6049
OF THE AMERICAN FEDERATION OF TEACHERS
FOR THE 2017-2018 FISCAL YEAR**

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Pursuant to OKLA. STAT. tit. 70, § 509.1 *et seq.* (Supp. 2001), the following sets forth all of the terms of the Agreement (the "Agreement") between Independent School District No. 1 of Tulsa County, Oklahoma (the "District") and AFT Tulsa Local 6049 of the American Federation of Teachers (the "Union") for the 2017-2018 fiscal year. The following documents will be recognized and negotiated between Independent School District No. 1 of Tulsa County, Oklahoma and AFT Tulsa Local 6049, of the American Federation of Teachers including but not limited to:

1. The collective bargaining agreement
2. Negotiated Procedural Agreement with addendums

Throughout this Agreement, the definitions section of the Negotiations Procedural Agreement between the parties shall apply. [Revised August, 2017]

Within 60 days of Board approval, the District shall prepare 600 copies of this agreement for Distribution by AFT Tulsa Local 6049. The expense of the printing will be shared equally between the District and the AFT 6049 Oklahoma. [December 21, 2007]

Article 1: Union Dues Check-Off and Payroll Deductions

- A. The Board shall make payroll deductions for Union dues upon the request of any school support employee and shall transmit all such deducted funds to the Union, provided that the Union delivers to the Payroll Office a signed, written authorization thereto. Said written authorization may be revoked at any time. Such deduction for said revoking employee will cease at the next payroll period following the revocation, upon the expiration of this Agreement, or the termination of employment of said support employee (whichever occurs sooner). Upon receipt of a request, the School District shall notify the Union of the initiation or termination of payroll deductions within fifteen (15) business days.
- B. All deduction for dues of the Union made by the Board shall be in equal installments for each pay period for the term of each employee's contract and remitted monthly during the term of each employee's contract. Dues will be remitted by the Board to the Union by the fifth (5th) business day of the month following the month in which the dues were withheld. The Union will submit to the Board the amount of each employee's dues to be deducted.
- C. The Board will furnish to the Union a monthly record of school support employees for whom deductions have been made, together with the amount of such deductions for each individual. The parties agree that taxes, Social Security, and other deductions required by law shall be priority deductions. The Board shall notify the Union when earned wages are insufficient or no deductions are made. The responsibility for collection of such insufficient dues shall rest with the Union.
- D. The Union will indemnify and hold the Board harmless against any and all claims, suits or other forms of liability that shall arise out of, or by reason of, any action taken or not taken by the Board for the purpose of complying with this Article or the provisions hereof.
- E. Upon written authorization, signed by the employee, the Board agrees to withhold political contributions providing:

1. The amount of the paycheck is sufficient to cover the amount of the requested deduction
2. The signed authorization shows the amount to be deducted from each paycheck and authorizes the Board to make the requested change.

Article 2: Union Activities, etc.

- A. Union Activities - The Board recognizes AFT Tulsa Local 6049 as the sole and exclusive negotiating representative of the employees of the bargaining unit in matters pertaining to wages, hours, fringe benefits, and other terms and conditions of employment. The Board, on its own behalf, retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Oklahoma and the United States of America. Furthermore, the Union may hold meetings in District-owned buildings, when such buildings are open, before or after normal business hours of that site. The District may charge the Union its actual out-of-pocket labor expenses attributable to that meeting.
- B. Employee Representatives
 1. The District recognizes the right of the Union to designate not more than three (3) employee representatives per job site, with the exception of the Transportation and Maintenance job sites in which the Union may designate not more than four (4) employee representatives for each such job site. The names of each employee representative for each site must be given, in writing, by the Union to the Chief Talent Management Officer. No employee representative will be recognized by the School District unless such written designation is made by the Union to the Chief Talent Management Officer.
 2. The authority of the employee representatives so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:
 - (a) Presentation of grievances in accordance with the provisions of the Grievance Procedure; at grievance presentations, tape recordings may be made if known to all parties present. Copies of tape recordings shall be available to both parties.
[November 2007]
 - (b) The transmission of such messages and information which shall originate with, and are authorized by, the Union or its officers, provided such messages and information have been reduced to writing or, if not reduced to writing, or of a routine nature, do not involve the work stoppage, slow down, or any other interference with the operations of the School District.
 3. Employee representatives have no authority to take strike action or any other action interrupting the District's business.
- C. Union Visitation - Subject to other provisions of this Agreement, the Union Representative may visit schools or any work site to conduct Union business. Upon arrival at the job site, the Union Representative must report to the site supervisor or his/her designee. Permission for such visits will not be unreasonably withheld. The conduct of such Union business shall not interfere with any employee's workday.

- D. Bulletin Boards - The Union shall have the exclusive use of space not to exceed four (4) square feet in areas available to all employees. If approved by the site supervisor, an additional bulletin board may be placed at a mutually agreed upon site. The authorized Union Representative will be responsible for the posting and removal of such material. If denied, the decision may be appealed to the Chief Talent Management Officer.
- E. Personnel Listing - The Board of Education will make available, upon request from the Union, a listing of members of the bargaining unit employed as of that date, their date of hire, job title, work site, grade, and annual salaries.
- F. Leave for Union Conferences and Conventions - Absences for support employees for Union business will be limited to not more than a total of one hundred and sixty (160) working hours per fiscal year and the first-eighty (80) working hours-will be granted to employees without loss of pay or charged against other leave or vacation upon approval of the Superintendent or the Superintendent's designee. Such approval will not be unreasonably withheld. [Amended September, 2012]
- G. Up to three (3) support employee Union members at a time shall be given an extended leave of absence from his/her regular employment duties with the District for a period not to exceed one (1) fiscal year (July 1-June 30) to work for the Union. During the leave of absence, the support employees shall be given credit on the District's support employee salary scale for the positions held by the support employees. Upon the support employees' return from the leave(s) of absence, he/she will be restored to his/her previous assignment(s). In the event the previous assignment(s) has (have) been eliminated during the support employees' leave of absence, the support employees will be assigned to a similar position at the appropriate salary level for that position with full credit for the time of service in which these support employees worked for the Union. In the event these support employees do not return to employment with the District upon the expiration of the extended leave of absence, the support employees will be deemed to have resigned his/her employment with the District. [Revised August, 2010]
1. During these support employees' leaves of absence, the District will pay to the support employees, or on his/her behalf, all of the support employees' normal salary and applicable benefits that the support employees would otherwise be entitled to as employees of the District. The Union will reimburse the District in full for these items on a monthly basis by the 5th day of each month
 2. If these support employees terminate working for the Union for any reason during their leave(s) of absence, then these support employees will not be eligible to return from his/her leave of absence from the School District until July 1 of the following fiscal year unless a vacancy exists in these support employees' previous assignment(s). If these support employees do not return from their leave of absence until July 1 of the following fiscal year, then the terms of paragraph 1 above shall become null and void and these support employees shall be required to personally pay all of his/her insurance premiums and all other costs for any fringe benefits offered by the District and for which these support employees are eligible.

- H. Board Agenda - A copy of the agenda of all regular and special meetings of the Board will be made available to the Union at the time the agenda is posted.
- I. The Executive Director of Talent Management, or his or her designee, will meet with up to three (3) local Union representatives on a monthly basis to discuss outstanding issues in the District. The chair of the meeting will alternate each month between the Union and the District. The first meeting of each fiscal year will be chaired by a representative of the Union. [Amended September, 2012]

Article 3: Evaluations and Written Disciplinary Action

- A. All written evaluations and disciplinary actions of support employees shall be performed by the employee's applicable supervisor, in a timely manner and in good faith, based on his/her personal investigation, judgment and facts available to him/her as it relates to the action being taken.
- B. Written discipline should be provided in a timely manner in relation to the final incident that led to the discipline. Investigations shall not exceed twenty (20) work days after the last incident of the alleged violation. Upon completion of the investigation, if applicable, the appropriate supervisor will have twenty (20) work days to provide written discipline. Timelines stated herein may be extended by mutual consent of the District and AFT Tulsa. Consent shall not be unreasonably withheld. [Amended August, 2017]
- C. Any time a member of the Bargaining Unit, which is represented by AFT Tulsa Local 6049, is asked to confer with an administrator on an issue of professional competency, or an issue of concern regarding job performance, the member of the bargaining unit shall have the right to have a representative of their choice, from a statewide professional educators association, if requested. [Moved from Article 2, Amended August, 2017]
- D. The supervisor will advise the employee when the meeting is disciplinary and that they are entitled to Union representation.
- E. The employee representative may make reasonable and professional comments during the discussion of the written disciplinary action and may serve as an advocate for the support employee. During the meeting, the representative may ask for a brief delay to meet privately with the employee. The employee representative shall be in an off-duty status when possible. To the extent practicable, a supervisor will present a written disciplinary action to a support employee when there is an employee representative available in an off-duty status. Following any meeting where an employee is issued a written disciplinary action and/or Personal Development Plan (PDP), the employee may request a follow-up meeting in which the representative of the Union may help present the employee's concerns to the supervisor issuing the written disciplinary action and/or PDP or the supervisor one level above the supervisor issuing the written disciplinary action and/or PDP. [Amended November, 2014] [moved from Article 2 August 2017]
- F. Members of the bargaining unit do not have the right to representation when discussing normal job duties, work assignments, or other matters that do not involve disciplinary matters. [August 2017}

- G. When scheduling a conference for the purpose of issuing an admonishment, personal development plan, or any disciplinary document to be placed in the employee's personnel file, the Administrator shall:
1. Inform the individual of the specific nature of the subject to be addressed.
 2. Allow for a reasonable amount of time for the individual to secure representation, if desired. [Moved from Article 2, Amended August, 2017]

Article 4: Grievance Procedure

The purpose of this procedure is to secure, at the lowest possible administrative level, resolution of grievances which may arise.

A. Definitions:

1. A "grievance" is a dispute, disagreement, or controversy involving a violation or interpretation of the Collective Bargaining Agreement between the District and the Union, or any written Board policies or procedures or handbooks, or any action which results in reduced compensation for any support employee. The term "grievance" shall not apply to any matter in which (a) the method of review is prescribed by law or (b) the Board is without authority to act and shall not apply to employee evaluations or discipline or termination of employees.
2. An "aggrieved person" is any support employee asserting a grievance.
3. An aggrieved person may be represented by an authorized Union Representative or a representative of a statewide professional educators' association.
4. The term "days," when used in this Procedure, shall mean days when schools are open during the regular school year. At a time other than during the regular school year, the term "days" shall mean those days when the Education Service Center of the District are normally open.
5. A "party in interest" is the person, or persons, making the grievance and any party who might be required to take action or against whom action might be taken in order to resolve the grievance.

B. General Procedures:

1. The number of days for the processing of grievances indicated at each level should be considered as a maximum. The time limits specified may, however, be extended or limited by written mutual consent.
2. Nothing herein contained will be construed as limiting the right of an aggrieved person to discuss the matter informally with any appropriate and authorized member of the administration of the District and have the grievance adjusted.

3. No grievance shall be considered or processed unless it shall have been presented at the appropriate level within ten (10) days after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based; and, if not so presented, the grievance shall be considered forever waived.
4. An aggrieved person may withdraw a grievance at any time by notifying, in writing, the Superintendent of Schools and the Union. Any such grievance that is withdrawn shall be considered forever waived.
5. If a grievance affects more than one support employee at more than one site, the aggrieved persons may submit such grievance in writing to the Superintendent, or his designee, and the processing of such grievances shall be commenced at Level Two.
6. When it is necessary at any level beyond Level One for an aggrieved person to attend a meeting or a hearing called by the Superintendent or his/her designee during the school day, the Superintendent or his/her designee, shall so notify the principal or immediate supervisor of such persons and they shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.
7. Any aggrieved person or party in interest who is adversely affected by a disposition of a grievance, may, within the time limits provided for herein, appeal to the next level.
8. Failure, at any step of this Procedure, to communicate the decision of a grievance within the specified time limits to the aggrieved person shall permit the aggrieved person to proceed to the next level.
9. Failure by an aggrieved person or a party in interest at any level of this Procedure to appeal the grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision given at that level.
10. All necessary forms and documents for the filing of grievances, making reports, and appeals regarding the alleged grievances, shall be approved by the Union and provided to the support employee upon his/her request to the Director of Support Talent and will be posted on the School District's website.
11. Prior to initiating a civil action in any court, an aggrieved person or party in interest must exhaust all remedies provided by this Procedure.
12. All meetings and hearings conducted under the provisions of this Grievance Procedure (except as to Level Three before the Board of Education) shall be in private and are limited to the parties in interest.
13. A grievance file shall be maintained by the administration to contain all records regarding the processing of grievances filed by support personnel of the District. No grievance documents shall be filed in the support employee's personnel file.
14. At any level of the grievance process, the employee may be represented by any person who is not an on-duty employee of the District.
15. An aggrieved person may be represented by an authorized Union Representative or a representative of a statewide professional educators association when requested by the

employee.

16. Any aggrieved person who desires Union representation must make such request to the Union within one (1) day of filing the grievance at Level Two of the Grievance Procedure. Failure to notify the Union, in a timely way, shall relieve the Union of all responsibility for representation of the aggrieved party during any stage of the Grievance Procedure.

C. Level One - Principal/Department Head:

With regard to school site employees, a grievance will first be discussed with the aggrieved person's principal with the objective of resolving the matter informally or, in his/her absence in between school years, with the appropriate area superintendent. With regard to non-school site employees, a grievance will first be discussed with the aggrieved person's department head with the objective of resolving the matter informally. Any employee whose grievance is not resolved in the informal discussion may file a written grievance within ten (10) days of the alleged violation. A meeting shall be held within five (5) days of the filing of the grievance unless such time limits are extended by mutual agreement of the aggrieved person and the principal, or area superintendent, or department head, as applicable.

D. Level Two - Superintendent or His/Her Designee:

1. If the aggrieved person or a party in interest is not satisfied with the disposition of his/her grievance at Level One, he/she, or his/her designated representative, may file a written appeal with the Superintendent within five (5) days of the date of the decision given at Level One. The appeal shall include a copy of the decision at Level One and a statement as to why the decision is unacceptable and the recommended course of action.
2. Appeals at this level shall be heard by the Superintendent or his/her designee within ten (10) days of his receipt of the appeal. Written notice of the time and place of the hearing shall be given by the Superintendent or his/her designee no later than three (3) days prior to the hearing to the aggrieved person and any party in interest. Within five (5) days of the hearing, the Superintendent or his/her designee shall communicate his/her decision, in writing, to the principal, department head, appropriate area superintendent, the aggrieved person, and any party in interest.

E. Level Three - Board of Education:

1. If the aggrieved person or any party in interest does not receive a satisfactory disposition of the grievance at Level Two, the aggrieved person or any party in interest may then appeal the issue to the Board of Education. The appeal must be filed within five (5) days of the date of the report from the Superintendent. This appeal shall include a copy of the decisions rendered at Level One and Level Two, and the grounds for regarding the decision and the report unacceptable and the requested course of action.
2. Appeals at this level shall be heard by the Board within fifteen (15) days of receipt of the appeal. This hearing may be during a regularly scheduled meeting or at a special meeting called by the Board. Written notice of the time and place of the hearing shall be given by the Board's designee no later than three (3) days prior to the hearing to the aggrieved person and any party in interest.
3. The Board shall render its decision in writing within ten (10) days after the conclusion of

the hearing to the aggrieved person and any party in interest with copies to the principal, department head, appropriate area superintendent, the Superintendent, the aggrieved person and any party in interest. The decision of the Board will be final and non-appealable.

Article 5: Seniority, Reduction in Force, Vacancies.

- A. Seniority shall be determined department-wide on a district basis beginning with the date of hire on a regular contract. Employees who leave and return to employment within one calendar year will not suffer a loss of seniority.
- B. Support employees who have been employed by the Board for more than one (1) year shall be subject to suspension, demotion, termination, or non-reemployment only for cause and are entitled to due process under Oklahoma law.
- C. Bus driver employees in the Transportation Department shall be hired as full time on trainee wage status for forty-five (45) actually worked school days from the date of their hire. After the successful conclusion of this forty-five (45) day period, each such bus driver shall receive a salary increase to the appropriate pay scale.
- D. All cooks, helpers and manager employees in the Child Nutrition Department shall be considered to be substitute employees and not full time for the first thirty (30) actually worked days of their employment with the District. After successful completion of the first thirty (30) actually worked days of substitute employment, which must be at the same site, an employee in the Child Nutrition Department shall be hired as a full time employee, subject to successfully passing all pre-employment criminal record checks, physical exams and drug screen tests, and shall receive a salary increase to the appropriate salary level of the position into which they are hired.
- E. Termination of Seniority_– Seniority (continuous service) and the employment relationship shall be terminated when an employee:
 - 1. Quits, retires; or
 - 2. Is lawfully discharged.
- F. Custodial Personnel_– With regard to custodial personnel only, overtime at a job site shall first be offered to support employees assigned at the job site, by seniority and qualifications. If a support employee at the job site declines to work the offered overtime, then the support employee shall not be entitled to work overtime (unless specifically required to do so by his supervisor) for a period of twenty (20) calendar days from the date of the offered overtime. If no support employee at the job site accepts the offered overtime, then the overtime will be offered district-wide based on seniority and qualifications to those persons who have signed the overtime list which will be maintained by Plant Operations. If a support employee on the district-wide list declines to work the offered overtime, then the support employee shall not be entitled to work overtime (unless specifically required to do so by his supervisor) for a period of twenty (20) calendar days from the date of the offered overtime.

- G. A district-wide overtime list will be created by September 1 of each year and will be in effect until August 31 of the following year. By September 1 of each year, any custodial employee with the District who desires to be on the district-wide overtime list must contact the appropriate person(s) at Plant Operations.
- H. Reduction in Force_– Prior to any action by the Board to implement a reduction in force, the Union shall be given thirty (30) calendar days’ notice. In all cases of decreasing the work force, the factors to be considered will be all job evaluations and written disciplinary actions, if any, seniority, and job skills and the qualifications to perform the available work. Provided however, any employee who has worked for the District for less than one (1) year shall be reduced from the work force prior to any employee that has been employed by the District for more than one (1) year.
- I. Recall – On recall from reductions in the work force, the employees will be recalled on the basis of all job evaluations and PDPs, if any, seniority, and job skills and the qualifications to perform the available work in the reverse order from which they were laid off. Recall rights of employees shall last for one (1) fiscal year. [Amended September, 2012]
- J. All regular support personnel job vacancies will be posted on the School District's website for not less than one week and support employees will be permitted to apply for those vacancies. Those applications shall be considered prior to reviewing any non-employee applicants. Support employees will be given reasonable access to a School District site computer in order to access job postings. Support employee applicants shall be considered on the basis of job evaluations, seniority, job skills, and the qualifications to perform the work.
- K. The District agrees that, fifteen (15) calendar days prior to soliciting a request for a proposal to enter into a contract for outsourcing or subcontracting any present work directly performed by members of the bargaining unit, which may result in a reduction of the work force, it will advise the Union of the proposed request for proposal and will give the Union an opportunity to comment on the proposed request for proposal; provided. However, the Union will not be shown or furnished a copy of any request for proposal prior to the request being submitted to prospective bidders. A copy of all requests will be given to the Union when submitted to prospective bidders.
- L. If a support employee is reassigned to any job within the District and the District determines that the support employee needs additional training to satisfactorily perform that job, then the School District will provide such training to the support employee as the District deems reasonably necessary.

Article 6: Hours of Work.

- A. The recognized workweek shall be 12:01 a.m. Monday through 11:59 p.m. Sunday.
- B. The regular starting time for all support employees shall be determined by each site supervisor.
- C. Support employees who work six (6) or more hours per day will have a thirty (30) minute

uninterrupted lunch period per day without pay. It is recognized that extenuating or emergency circumstances may exist on occasion that may interrupt the lunch period. When this occurs, the employees lunch period will be extended to make up for the lost time. [August, 2015]

- D. When employees are required to work on a holiday, they shall be paid one and one-half (1-1/2) times their hourly rate, in addition to holiday pay. If required to work on a holiday, a minimum of two (2) hours will be guaranteed.
- E. Paraprofessionals and teacher assistants should be used as substitute teachers on a non-routine basis. The building administrator will make a reasonable attempt to exhaust the substitute list prior to assigning a paraprofessional or TA to a substitute teacher assignment. These support employees will be paid an additional \$15 per day when required to substitute teach. [Amended November, 2014]

Article 7: Holidays.

- A. The paid holidays for all full-time, permanent twelve (12) month support employees shall be listed on the fiscal school calendar.
- B. Full time employees, on permanent contracts, who work less than 12 months with five or more years of service as of July 1, will be paid for Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and one (1) more day of holiday pay with payment to be made in the first bi-weekly check in January. [Revised August, 2017]

Article 8: Work Practices/Conditions.

- A. When a support employee is required by a supervisor to work under a condition, which the employee regards as a violation of safety laws, rules or regulations, the support employee has the right, at any time, to report the condition directly to the Director of Support Talent for appropriate disposition. The Director of Support Talent shall prepare and transmit a written memorialization of the determination, made as soon as practicable, which shall be made available to the employee.
- B. If any employee is required to attend any safety meeting or classes, the District shall either allow the employee's attendance during duty hours without loss of pay or shall provide compensatory time off for such required attendance.
- C. The District will pay the cost of any medical, psychiatric or psychological examination, which the District has required the employee to undergo.
- D. School Site Closing – The closing of schools, as a result of weather or other acts of nature, shall be announced by the Superintendent. Notification of such closing shall be made to the news media.
 - 1. Support employees who work less than twelve (12) months will not report to duty when buildings are closed, but will be required to work when make-up days are scheduled.
 - 2. Twelve (12) month employees shall report to work unless the Education Service Center (ESC) is closed.

3. Twelve (12) month employees may use their unused vacation days and not report to work if approval for such days is given by the employee's immediate supervisor or a designated representative of the Superintendent. The employee's request for vacation on inclement workdays must be made by 9:00 a.m. of the day in question. Permission to use accrued, but unused, vacation days shall not unreasonably be withheld.
4. Support employees who work twelve (12) months and who perform functions necessary to maintain the integrity or security of the District's equipment or facilities, will be required to work when the Education Service Center (ESC) is closed due to inclement weather. A list of all positions required to report to work when the ESC is closed will be posted prior to November 1 of each school year.
5. In any school year, if all District schools have been closed due to inclement weather for two school days, either consecutively or non-consecutively, the District will provide one day's pay to non-twelve (12) month hourly paid employees for purposes of covering one day's work day missed. Furthermore, if the district is closed due to inclement weather for two additional consecutive days the district will provide one day's pay to non-twelve month hourly paid employees for the purpose of covering one day's work missed. Such payment shall be made at the next available payroll period. No more than two day's pay will be made in any one school year. If District schools are not closed for two (2) school days during a school year due to inclement weather, then no such payment will be made. Closure of District schools for other than inclement weather does not trigger any payment under this paragraph. [January 2017]

E. Terminations: A Support employee may be suspended, demoted or terminated for practice of any of the following inappropriate acts:

1. Falsification of personnel or other records.
2. Unexcused failure to be at work station at starting time.
3. Unexcused absenteeism.
4. Chronic absenteeism.
5. Chronic tardiness.
6. Wasting time or loitering during working hours.
7. Leaving work area during work hours, without permission.
8. Possession of weapons on school premises.
9. Removing school district property or records from school district premises without proper authority **or** written permission of the superintendent or designee.
10. Willful abuse, misuse, defacing or destruction of school district property, including tools, equipment or property of other employees.
11. Theft or misappropriation of property of employees, students or of the school district.
12. Sabotage.
13. Interfering with another employee's performance of his/her job.
14. Refusal to follow instructions of supervisor.
15. Refusal or failure to do work assignment.

16. Unauthorized operation of machines, tools or equipment.
17. Threatening, intimidating, coercing or interfering with other employees or students.
18. Willful retaliation or bullying of another employee to include verbal, written, or electronic statements. [Added August, 2017]
19. Making or publishing false, vicious or malicious statements concerning any employee or supervisor.
20. Creating a disturbance on school premises.
21. Creating or contributing to unsanitary conditions.
22. Playing "practical jokes" which are injurious to other employees and/or school district personnel.
23. Possession, consumption or reporting to work under the influence of beer, alcoholic beverages (including wine), non-prescribed drugs or controlled, dangerous substances/illegal chemical substances. "Under the influence" of controlled, dangerous substances/illegal chemical substances shall mean a support personnel employee who has a controlled, dangerous substance/illegal chemical substance in his/her body system in any detectable amount. "Controlled, dangerous substance/illegal chemical substance" means any substance which an individual may not sell, possess, use or distribute under Oklahoma or federal law. The term includes, but is not limited to, marijuana and cocaine.
24. Disregard for known safety rules or common safety practices.
25. Unsafe operation of motor driven vehicles.
26. Operating machines or equipment without using the safety devices provided.
27. Gambling on school district property.
28. Unauthorized distribution of literature, written or printed matter of any description on school district property.
29. Posting or removing notices, signs or writing in any form on bulletin boards of school district property at any time without specific authority of the administration.
30. Poor workmanship.
31. Immoral conduct or indecency, including abusive and/or foul language
32. Excessive personal calls, texting or time on personal devices during working hours, except for emergencies. This includes incoming and outgoing calls.
33. Walking off one's job.
34. Clocking another employee's time card or time sheet in or out.
35. Smoking in or on district property.
36. Refusal of job transfer, if the transfer does not result in a demotion.
37. Abuse of "breaks" (rest periods) or meal period policies.
38. Insubordination.
39. Unable, due to illness or accidental injury, to return to work for his or her regularly scheduled hours and to perform all of the essential duties of the position within twelve (12) work weeks or the number of work days equal to employee's total accumulated sick days, whichever is longer, measured from the date of the first absence due to the illness or injury.
40. Violation of any written administrative or board policy, practice, procedure, directive or regulation.
41. When the wrongful or improper conduct of the support employee is not specifically covered by one of the foregoing provisions, but it is detrimental to the best interests of

students or staff of the School District, then an employee may be suspended, demoted, dismissed or have his or her contract not renewed.

Article 9: Personnel Files.

- A. Official personnel files shall be those files maintained in the office of the Talent Management Department at the Education Service Center. Working files are those maintained by the supervisor. [Revised August, 2015]
- B. The employee's official personnel file will be open for inspection by the employee and/or an authorized Union Representative or a representative of a statewide professional educators' association when written authorization is given to the Talent Management Department by the employee.
- C. Provisions shall be made to assure privacy of official and working personnel files and to protect the files from examination for other than legitimate purposes.
- D. No disciplinary document shall be placed in the official personnel file of an employee unless the employee has had an opportunity to read, sign and date the material to be filed. A copy of the document shall be provided to the employee.
- E. Upon written request by a support employee, documents involving disciplinary action of the support employee may be removed, with the written approval of the Chief Human Capital Officer, from the support employee's personnel file after two (2) years from the disciplinary action.

Article 10: Assaults on Employees.

All cases of assault suffered by support employees in connection with their employment shall be reported in writing by the employee to the principal or supervisor, who shall transmit the report to the Superintendent or his/her designee. The Superintendent or his/her designee shall acknowledge receipt of such report to the principal and employee.

Article 11: Bus Driver Bidding on Routes and Field Trips.

[Rewritten September, 2012]

- A. Pursuant to the conditions set forth below, new or vacant routes, including midday and activity routes, will be assigned to drivers based on the driver's current FTE status. The bids shall be done in seniority order starting with the most senior driver to the least senior driver. [Amended August, 2017]

The following definitions are applicable:

AFTL – Available Field Trip Listing

FTE – Full Time Equivalent. Working at least six (6) contracted hours per day

RUN – A trip which includes a pick up and drop off point

ROUTE – A series of runs, mid-day, and activity routes, assigned by the Transportation Department.

EX DUTY – A run or route that may be assigned to a driver outside the bid process.

ASSIGNMENT – The duties and responsibilities assigned to a driver, including runs, routes, and/or extra duty.

MID-DAY – Routes that occur during or near the middle of the school day in which transportation is provided to students.

WORK DAY – Any day that employees work or are scheduled to work.

SCHOOL DAY – Any day that students are scheduled to attend classes.

SUMMER WORK – Any work that is specifically for summer months (excluding continuous learning or extended learning programs) and is scheduled after the last day of school and ends before the beginning of the next school year. [Amended August, 2017]

- B. In order to ensure that drivers who are contracted for an eight (8) hour FTE status receive eight (8) hours of work each work day, new or vacant activity routes and mid-day routes will be assigned first to drivers who are in an eight (8) hour FTE status, provided that such additional work does not put the driver in overtime status.
- C. Drivers may not bid on new or vacant mid-day or activity routes if the mid-day or activity route on which the bid is made conflicts with the driver's regular assignment.
- D. All new or vacant special education routes will be assigned by the Transportation Department based on job evaluations, skills, qualifications to perform the work and seniority.
- E. All field trip requests (except assignments to drivers for coach buses) that are received by the Transportation Department at least seven (7) calendar days before the trip is to occur will be prominently posted at each of the Transportation Department school bus sites for two (2) full business days after receipt of the request. Drivers may sign a posted available field trip listing "AFTL" to drive field trips.
 - 1. At the end of the posting period, driving assignments will be made in the following order:
 - a. to nine (9) month drivers who have signed the AFTL who will not work forty (40) hours within a work week or eighty (80) hours within a pay period, by seniority;
 - b. to twelve (12) month drivers with the least amount of hours scheduled for the work week or pay period at the time of the assignment, by seniority;
 - 2. A weekly emergency driving assignment list will also be used. Assignments to drive emergency assignments will use the same order as set out above in paragraph E 1.

3. Once a driver accepts a field trip assignment, the driver must drive the assignment.
 4. If the driver fails to drive an assigned field trip, for any reason after accepting the assignment, then the driver shall be ineligible to bid on any field trip for a period of forty-five (45) calendar days thereafter.
 5. Driving assignments to drive field trips in which the trip request is received by the Transportation Department less than seven (7) calendar days before the trip is to occur, or assignments to drive field trips when a driver who previously accepted the assignment fails or refuses to drive, the trips are deemed to be "emergency field trips".
- F. The Department reserves the right to assign field trips to any driver on an "as needed" basis even if the driver has not signed the posted AFTL or the emergency field trip list. [Amended September, 2012]
- G. An ad hoc committee will be formed with four (4) representatives selected by the District and four (4) representatives selected by AFT Tulsa Local 6049 to examine a possible process for bidding on and filling vacant bus routes. The committee will make written recommendations to the Director of Transportation for improving the process on and filling vacant bus routes. In addition to the eight (8) representatives, the committee will be chaired by the Director of Transportation and /or any designee(s) he directs. Within fifteen (15) business days of receipt of the recommendations, the Director of Transportation shall respond to the committee in writing. [Amended August, 2017]

Article 12: Leave Payment for Mid-Day Routes.

- A. The term "mid-day routes" is defined as those transportation routes which occur during or near the middle of the school day in which transportation is provided to students enrolled in the vo-tech, pre-kindergarten and kindergarten students, and special education students.
- B. Mid-day routes will only be assigned to those persons who have excellent attendance records.
- C. Any support employee who regularly serves as a bus assistant on a mid-day route shall be paid at the normal rate of pay for a bus assistant even though the support employee may hold another position with the District. By way of example, a bus driver who regularly serves as a bus assistant during a mid-day route will be paid at the normal rate of pay for a bus assistant rather than the normal rate of pay of a bus driver for duties performed as a bus assistant. This provision would not be applicable to a support employee who is temporarily assigned to serve as a bus assistant on a particular day due to a shortage of bus assistants.

Article 13: Workers Compensation.

- A. The District provides benefits established under the Oklahoma Workers' Compensation Act (the "Act") to all District employees who are injured in on-the-job accidents.
- B. All full-time employees who are injured in on-the-job accidents shall receive statutory benefits including medical expenses, temporary compensation and benefits for permanent disability or death

as required by the Act.

- C. Accrued and unused personal leave and sick leave benefits shall be paid, as allowed by law, to the injured employee in addition to workers' compensation benefits for temporary disability if the injured employee should so elect. Attached to this procedure is an appropriate election form, which every injured employee will be given as soon as possible after an on-the-job injury. [Amended September, 2012]

Article 14: Compensatory Time for Overtime.

- A. For purposes of this Article, "non-exempt support employee" means any support employee who is considered to be non-exempt under the Federal Fair Labor Standards Act. [Added August, 2015]
- B. Overtime will not be allowed to any non-exempt support employee unless prior approval has been given, in writing, by the employee's department head or his/her designee. Non-exempt support employees working in excess of forty (40) hours per work week, without prior written approval, may be subject to appropriate disciplinary action.
- C. The parties agree that if a non-exempt support employee is properly assigned to work more than forty (40) hours in a work week, the District may provide compensatory time ("comp time") off in lieu of monetary overtime compensation at a rate of not less than one and one-half (1 1/2) hours of compensatory time for each hour of overtime worked. It shall be the responsibility of the employee and the employee's supervisor to maintain accurate records of all comp time accrued. All overtime recorded to be accrued as comp time must be initialed by the employee and the immediate supervisor or his/her designee by the end of the week following the week in which the overtime is worked.
- D. Any non-exempt employee who has accrued comp time and who requests the use of the comp time shall be permitted to use the comp time within a reasonable period, after making the request. All department heads and supervisors are encouraged to limit the accumulation of comp time to eight (8) hours per pay period. All requests to use comp time must be in writing. If the request is denied, then the employee and supervisor are to arrange an alternate date for the comp time to be used. If no agreement can be reached, then a meeting will be conducted with the Division Chief Officer or Chief Talent Management Officer to schedule a date for the comp time to be taken. [Revised August 27, 2003]
- E. Time periods in excess of twenty (20) minutes during which the employee is not actually performing job duties will not be included as "hours worked" if the time can effectively be used for the employee's own purpose.
- F. Non-exempt employees are not allowed to do "volunteer" work for the District.
- G. Non-exempt employees are not permitted to be at their work stations prior to the regular starting time and are required to leave their work stations promptly at the end of their work day.
- H. Any non-exempt support employee whose employment with the District terminates and who has accrued but unused comp time shall be paid at his/her regular hourly or salary rate in

effect at the time the employee receives the payment.

- I. The District reserves the right to substitute a cash payment, in whole or in part, for comp time. Any combination of comp time and overtime payment in cash must be made so that the principle of "time and one-half" for overtime work is maintained.
- J. This compensatory time off article shall be considered as a condition of employment for all non-exempt support employees of the District.
- K. For purposes of this Article, "non-exempt support employee" means any support employee who is considered to be non-exempt under the Federal Fair Labor Standards Act.

Article 15: Wages.

- A. Career increments will be given to all support employees who are beginning their 15th, 20th, 25th, 30th, 35th and 40th years of consecutive employment with the District. These career increments will be in the following amounts:
 - 1. See the attached addendum for monthly career increment payments and schedule.
 - 2. Fifty cents (\$.50) per hour for all hourly employees. [August, 2013]
- B. All full-time support employees shall receive shift differential pay as follows: five percent (5%) of base salary for staff who work from 3:00 p.m. to 11:00 p.m. (2nd shift) and ten percent (10%) of base salary for staff who work from 11:00 p.m. to 7:00 a.m. (3rd shift).
- C. A tool allowance of \$100 per month, subject to all lawful withholdings, will be paid to each bus mechanic, (apprentice, craftsperson, master craftsperson and lead). [Revised (October 16, 2008) [Amended September, 2012]
- D. A steel-toed shoe allowance of \$10 per month, subject to all lawful withholdings, will be paid to each bus mechanic (apprentice, craftsperson, master craftsperson, lead). [Amended August, 2017]
- E. All forepersons in the maintenance department will receive differential pay of five percent (5%). This applies to the foreperson's base salary only. [Revised August, 2010]
- F. Interpreter Differential – The district will provide a differential for employees, who are designated by the Superintendent or his/her designee, to serve as a district interpreter and/or translator. The person receiving the differential must demonstrate fluency by the written or oral language competency test administered through the TPS Title III Office. Individuals who have been approved and passed the fluency test for speaking (interpreting) will be paid \$.50 per hour. Individuals who have been approved and passed the fluency test for writing (translating) will be paid \$.50 per hour. The number of employees receiving the differential will be allocated on an as needed basis and the interpreter function must be included in the individual's job description. [Revised August, 2015]
- G. Pay up to six (6) employees an additional \$1,000 stipend to maintain a contractor license for TPS. No more than one person per shop. The shops are: child nutrition, asbestos,

electrical, electronics, plumbing, and HVAC.

- H. Pay up to five (5) employees an additional \$.30 per hour stipend to function as Back-up Transportation Field Supervisors.
- I. Pay \$1.00 per hour for up to three (3) designated BGSS when they are training new custodians. There will be one (1) designated BGSS for elementary, one (1) for middle, and one (1) for high schools. Management will designate the employee to train the custodians and to receive the stipend.
- J. Pay 50¢ per hour for up to ten (10) employees for grounds personnel who obtain a turf and ornamental category herbicide applicator's license.
- K. Any employee, covered by this collective bargaining agreement, whose position requires him/her to be "on call," will be paid a minimum of two (2) hours when called into work. [Revised November 7, 2011]
- L. Police officers will be paid a minimum of two (2) hours of pay, when as part of their duty, they are required to attend court and are off contract. [November 7, 2011]
- M. Police officers will be paid two (2) hours of pay when an event has been canceled and no one has attempted to contact them at least (1) hour prior to their report time. [November 7, 2011]
- N. Highly Qualified Employees:

Employees required to be "Highly Qualified" under NCLB, will receive the following increases upon becoming "Highly Qualified".

1. "Highly Qualified" by Test

Teacher Assistants, Library Assistants, Library Clerks, Computer Lab Assistants, In-House Assistants, CSRD Tutors, and Paraprofessionals who are "Highly Qualified" by test will be placed on hourly IS Grade 3, \$9.21 per hour. [Amended September, 2012]

2. "Highly Qualified" by Education

Teacher Assistants, Library Assistants, Library Clerks, Computer Lab Assistants, In-House Assistants, CSRD Tutors, and Paraprofessionals who are "Highly Qualified" by education will be placed on hourly IS Grade 6, \$10.81 per hour. New employees who are "Highly Qualified" by education will be hired at hourly Grade 6 \$10.81 per hour.

- a. New employees who maintain a current teaching certificate, or existing employees who obtain and maintain a current teaching certificate, will be placed at the range mid-point. [Amended November, 2014]

3. MD/ED/Autism Paraprofessionals

Paraprofessionals who are assigned to MD/ED/Autism classrooms will be reclassified as MD/ED/Autism Assistants and placed on hourly IS Grade 10, \$13.11. New employees will be hired at hourly Grade 10, \$13.11 per hour.

- a. New employees who maintain a current teaching certificate, or existing employees who obtain and maintain a current teaching certificate, will be placed at the range mid-point. [Amended November, 2014]

4. When a highly qualified (by test/education) support employee is assigned to cover a MD/ED classroom for a day, they will be compensated at the MD/ED Assistant rate for that day.

5. Security/Fire Alarm Technicians

- a. New employees to be hired at hourly TS Grade 7.
- b. Employees to be advanced to hourly TS Grade 8 when three (3) of five (5) criteria are met.
- c. Employees to be advanced to hourly TS Grade 9 when four of five criteria are met.
- d. Criteria for Advancement
 - (1) Five (5) years of alarm technician experience or ten (10) years electronic/electrical systems experience.
 - (2) Certified by the Oklahoma State Counsel on Law Enforcement Education and Training (CLEET).
 - (3) Oklahoma State Burglar Alarm License.
 - (4) Oklahoma State Fire Alarm License.
 - (5) Certified Fire Alarm Technician by Fire-Lite Academy or other approved Security/Fire Certification.

O. Deaf Interpreters

Adjust the hourly rate for deaf interpreters to the following scale based on their American Sign Language (ASL) certification:

Uncertified	\$ 7.50
Level 1	\$16.00

Level 2	\$18.00
Level 3	\$22.00
Level 4/NAD 3	\$25.00
Level 5/NAD 4	\$29.00
RID CI or RID CN/NAD 5	\$33.00
RID CSC or CI/CT	\$35.00

Article 16: Insurance.

- A. The District will pay the following amounts or 100 percent (100%) of the premiums for each coverage listed, whichever is less:
- B. The District will pay \$57.90 per month for single coverage medical insurance for support employees working twenty (20) to twenty-four (24) hours per week, except any support employee working on a temporary contract.
- C. The District will pay \$115.80 per month for single coverage medical insurance for support employees working twenty-five (25) to twenty-nine (29) hours per week, except any support employee working on a temporary contract. [August, 2010]
- D. The District will pay \$11 per month for single coverage dental insurance for support employees working twenty-five (25) hours or more per week, except any support employee working on a temporary contract.
- E. The District will pay \$5.50 per month for single coverage dental insurance for support employees working twenty (20) to twenty-four (24) hours per week, except any support employee working on a temporary contract.
- F. The District will pay life insurance premiums for all support employees who work at least twenty (20) hours per week, except any support employee working on a temporary contract, sufficient to purchase life insurance benefits equal to one and one-half (1-1/2) times the employee's annual (fiscal year) base salary or \$20,000, whichever is greater.
- G. District Provided Long Term Disability for Full-time Employees_[Revised August 17, 2004]
 - 1. Benefit Amount: Sixty percent (60%) of an employee's salary integrated with other insurance
 - 2. Cost: District paid – no cost to employee
 - 3. Maximum Monthly Benefit Amount: \$2,500
 - 4. Minimum Monthly Benefit Amount: \$50
 - 5. Waiting Period: Payments will begin once the employee has been disabled ninety (90) days
 - 6. Definition of Disability: will be paid up to two (2) years if unable to return to work in the same type of work (“Own Occupation”).

7. Survivor Income Benefits: Three (3) times last monthly gross benefit.

Article 17: Dress Code

- A. Support staff are expected to dress in a manner appropriate for the position they occupy. Dress, including jewelry, and personal grooming, must not offend common standards of decency, contain language which refers directly or indirectly to drugs, alcohol or tobacco, contain direct or indirect sexual references, present health or safety problems, or otherwise constitute inappropriate dress or grooming for the position which the employee occupies.
- B. Employees should use reasonable judgment when displaying tattoos. Visible tattoos must not offend common standards of decency, directly or indirectly refer to drugs, alcohol, or tobacco, or contain direct or indirect sexual references of any type. Tattoos shall not violate the District's nondiscrimination policies and regulations. [Amended August, 2017]
- C. Visible pierced jewelry shall be limited to two (2) piercings in the ear. All shirts shall be collared and tucked in unless hemmed for outside wear. Shirts designed for outside wear shall not be longer than the employee's finger tips. Jeans and sweatshirts (without school logos), as a general rule, are not appropriate attire for office or classroom personnel. Dresses are to be professional.
- D. The following is not considered appropriate:
 1. Tank tops, or halter tops
 2. Sweatpants
 3. Cutoffs or shorts
 4. Gym suits or warm-up suits
 5. Flip flops or thong style shoes (shower shoes)
 6. Ripped, stained, soiled clothing or clothing which is too tight or revealing
 7. Caps, hoods, or hats worn in the building
- E. Subject to adequate funding, as annually determined by the School District on a fiscal year basis, all regular support employees, other than supervisors and clerical personnel, who hold positions in Transportation, Maintenance, Grounds, Warehouse and Plant Operations may be required, as determined by the District, to wear a uniform at all times while on duty. A sufficient number of seasonally appropriate uniforms will be furnished by the School District to these employees at the District's expense. Uniforms will be safe for the job to be performed by the employee. Support employees are required to launder or otherwise care for the cleaning of all uniforms assigned to them. Any such employee whose employment terminates with the District shall be required to return all uniforms received from the District

in satisfactory condition, normal wear and tear excepted. Any such employee who fails to turn in all or any portion of a uniform or uniform set or turns in all or a portion of such uniforms in unsatisfactory condition, shall have the cost of replacement of such uniforms or part thereof deducted from his/her final paycheck. Further, no final paycheck will be issued to any such employee prior to receipt by the District of the uniforms in satisfactory condition.

- F. Police officers and security guards, who are required to wear uniforms, will be paid a \$150 uniform allowance. Seventy-five dollars (\$75) of the allowance will be paid in the first bi-weekly paycheck in September and January. [January 7, 2011]
- G. The Director of Child Nutrition will have authority to implement a written dress code for all Child Nutrition Services support employees which code shall be consistent.
- H. All support employees, working as mechanics, shall be required to wear steeled-toed shoes/boots during work hours for safety reasons. The cost of the shoes/boots will be the responsibility of the support employee. Personal safety equipment that is required by the district will be provided by the district.

Article 18: Professional Certifications

- A. Any person who is previously approved, in writing, by the Chief Talent Management Officer to seek a certification listed below and who attains such certification will receive the applicable salary increase stated below, effective the first day of the month following receipt of the certification.
- B. Approved certifications:
 - 1. Microsoft Certified Systems Engineer
 - 2. Cisco Certified Network Professional
- C. PT grade 10 or the grade and rate of pay equal to a five percent (5%) increase in salary, whichever is greater.
- D. CA Grade 8 Secretaries

Upon receipt of the designation, "Certified Professional Secretary" or "Certified Administrative Professional", secretaries who are currently on a CA Grade 8 will be advanced to CA Grade 9 on the Clerical Administrative salary schedule beginning with the next pay period. [Revised August, 2013]

- E. Health Assistants will, upon receipt of the following professional certifications, be advanced from CA Grade 4 to CA Grade 5 on the hourly salary schedule using the promotional formula beginning with the next pay period. Professional Certifications are attached.

Article 19: Hazardous Pay for Electricians

The District will pay a "hazardous pay" stipend of One dollar (\$1) per hour to be paid as an additional wage to a maximum of two (2) duly qualified District electricians, as may be deemed necessary and appropriate by

the applicable District representative(s). There are two basic purposes for this payment. First, the stipend will compensate support personnel selected by the District for performing the additional hazardous duty of climbing stadium poles and maintaining stadium lights at heights above 75 feet. Second, the stipend will enable the District to perform this essential service, rather than hiring more costly non-District contractors. Any employee selected by the District to receive the stipend will be provided adequate training prior to

performing the hazardous duties. Only District personnel who have applied for, been selected by the District, and have been trained to perform the hazardous duties will be permitted to do so.

Article 20: Market Wage and Benefits Survey

- A. When the School District performs any market surveys or analyses related to wages and benefits, the School District will provide a copy of the results to the Union.
- B. Prior to March 1 of each year, the Union may make recommendations to the Chief Talent Management Officer of specific positions to be subjected to a market survey or analyses related to wages and benefits.

Article 21: Bereavement Leave, Emergency Leave and Personal Business Days

- A. The District will provide up to five (5) paid leave days to any regular support employee for the death of any immediate family member as defined in the glossary of the Support Personnel Handbook. The support employee must notify his/her supervisor prior to taking bereavement leave. If additional time off is needed, emergency leave may be used prior to personal business leave being exhausted. [Amended September, 2012]
- B. Employees will have up to four (4) days, at no loss of pay, available annually for purposes of handling emergencies. The purpose of this leave is for handling unforeseen events of an emergency nature that cannot be handled outside the normal workday. Whenever possible, approval of his/her supervisor or designee of the Superintendent, prior to taking the leave is required. [Revised November 7, 2011]
- C. TPS provides all support employees with three (3) non-cumulative days for personal business upon request of the support employee. This benefit may be offered to all regular contract support employees working twenty (20) hours or more per week who have successfully completed one (1) year of continuous employment with TPS. All support personnel eligible for Personal Business Days may have unused days converted to their accumulated sick days, at the beginning of the next school year or employment period. A Personal Business Day will not be approved on the first or last day of a contract period or the day before or immediately following an official non-work holiday. [Added September, 2010]

Article 22: School Incentive Awards

- A. The School District and Union acknowledge the positive impact of monetary awards that, when made to individual employees for joint and cooperative effort, serve as an incentive for innovation and excellence in education. The School District may, when fully funded by private donor organizations and individuals, establish a system whereby individual employees are eligible to receive performance-based awards that reflect the commitment of TPS to educational

accountability, improvement, and excellence. Incentive awards, tied to overall school performance, extend to employees an opportunity to compete, as a part of a team, for recognition and monetary awards based on the School District's Accountability Plan. Any monetary awards will be equally divided among eligible school employees.

- B. The School District will, subject to the oversight and leadership of the superintendent, determine the standards of accountability, the areas in which performance awards shall be available, and the process for competing for awards and recognition. The first incentive awards shall be paid in the 2004-2005 school year, based on performance during the 2004-2005 school year. The criteria for awards made pursuant to this item shall be based on the School Accountability Plan, and shall also include such other criteria as the Superintendent shall determine.

Article 23: Absences and Sick Days

[Revised September, 2012]

- A. Sick day benefits are provided to all regular full-time (25-40 hours per week) regular contract employees and regular part-time (contract 20-24 hours per week) employees of TPS in an effort to offer an element of security during the time of family illness.
- B. Support personnel may earn up to twelve (12) sick days each year, and these days will begin to accrue at the rate of up to eight (8) hours for each calendar month depending on the number of hours per day specified in the employee's contract for regular full-time employees, and no more than four (4) hours per calendar month for regular part-time employees.
- C. Twelve (12) month employees will begin to earn their sick days in July, and ten (10) month or eleven (11) month employees when their contract begins.
- D. A new employee must work one-half of the working days in a pay period to receive sick day credit for that pay period.
- E. Unused sick days will accumulate from year to year as long as the employee remains continuously employed by TPS.
- F. The maximum accumulated sick day credit shall be unlimited.
- G. Accumulated sick day credit will be reduced by one (1) day for each day on which the employee is absent for reasons covered by the sick day policy.
- H. An employee is considered "absent" when he/she does not report to work or when he/she does not spend the major portion of a full day or half day at his/her work assignment.
- I. When an employee is off on continuous and/or consecutive sick leave days, the days shall be considered as a single incident when determining excessive absences as described in Article 24.

[Amended September, 2012]

- J. Support personnel may use accumulated sick days for personal illness or for illness and/or death in the immediate family. Sick days may also be used for routine dental or medical appointments with a minimum two (2) hours deducted.
- K. Immediate Family — Consists of husband, wife, father, mother, son, daughter, brother, sister, grandchild, grandparents and corresponding relatives by marriage. We recognize that there are circumstances where the immediate family extends beyond this definition. Exceptions will be approved on an individual basis by the Chief Talent Management Officer or designee. (August 2017)
- L. The term “illness” shall include but not be limited to temporary disability resulting from pregnancy, miscarriage, childbirth and the recovery therefrom.
- M. In order that maximum benefits may be provided to all employees in time of valid need, it is imperative that proper controls be used to eliminate the misuse of sick days. An employee who abuses the sick day policy is subject to dismissal or other disciplinary action. As a general rule, an average of twelve (12) or more absences per year is considered excessive.
- N. Employees must submit appropriate evidence when requested by the principal, supervisor, or Talent Management under the following circumstances:
 - 1. After three (3) consecutive days of absence [Amended September, 2012]
 - 2. After any absence when the employee has had excessive absences or pattern absences in the past
 - 3. A sick day is claimed on days of unusual or inclement weather
 - 4. A sick day is claimed on days immediately preceding or immediately following holidays or non-work days other than weekends
 - 5. A sick day is claimed during the last two (2) weeks of employment
- O. Appropriate evidence will include any of the following:
 - 1. A physician’s statement endorsed by the employee
 - 2. The employee’s statement endorsed by the principal or immediate supervisor
 - 3. Copies of claims submitted for insurance benefits
 - 4. Any other pertinent information as may be indicated by the circumstances
- P. Any employee who is a “no call/no show” to an authorized worksite representative for three (3) or more work days is deemed to have voluntarily resigned his/her employment with the District

if, after reasonable efforts to contact the employee by the employee's site supervisor and a Talent Management administrator, no contact can be made with the employee. The efforts made to contact the employee shall be placed in writing to the Executive Director of Talent Management and placed in the employee's personnel file. The employee shall be notified, in writing, by the Executive Director of Talent Management, at the employee's last known address, of such efforts and that the employee has been deemed to have voluntarily resigned. [November 2014]

- Q. Unused Sick Days - Employees who leave the district for any reason, other than resignation or termination for criminal activity, after a minimum of ten (10) years of continuous service to TPS

shall be paid for accrued sick days at the rate of thirty (\$30) dollars per day according to the following schedule:

Years of Consecutive Service in TPS	Percent of Accrued Sick Days to be Paid
20 or more	100%
19	90%
18	80%
17	70%
16	60%
10-15	50%

- R. When computing payment for unused sick days, a creditable year of service shall be six (6) school months of service during the contract year. This is equivalent to one hundred twenty (120) school days. At the termination of employment for any reason—except death—prior to ten (10) years of service, all accumulated sick days shall be canceled. Such cancellation of accumulated sick days shall not apply to employees while on leaves of absence. In the event an employee's service is terminated by reason of death, the School District will pay the unused sick days to the employee's estate, (or in such manner as the School District may deem appropriate), the employee's accrued, but unused, sick days credit at the rate of thirty (\$30) dollars per day.

Article 24: Vacation Guidelines

- A. All twelve (12) month support employees, as well as hourly and daily rate employees whose full-time regular (see definition) employment throughout the year is continuous (those completing 90% of their working days), are eligible to earn vacation time with pay.
- B. Those who have worked four (4) complete years or less will earn ten (10) vacation days a year; five (5) through eight (8) complete years, fifteen (15) vacation days and those having worked nine (9) complete years or more, twenty (20) days of annual vacation.
- C. Former support employees returning to the Tulsa School District with at least six (6) years previous employment credit will be given four (4) years of credit on the District's vacation schedule.

- D. Any vacation day(s) earned must be used within two (2) years of the date it is earned or it will be lost.
- E. When a support employee's employment terminates for any reason, the support employee will be paid for any existing and unused vacation.
- F. A full year of service is defined as twelve (12) months from the date of hire. On the last day of the year, when he/she completes the appropriate number of years of service, an employee will be eligible for the next higher vacation step.
- G. All full years of service as a contract, full-time employee in TPS will count toward vacation increments.
- H. Ten (10) and eleven (11) month contracts which have been successfully completed will count as "good" years toward vacation computation for those employees who later become twelve (12) month employees.
- I. The Payroll Department shall interpret the monthly-accumulated earned vacation according to the following schedule:

Ten Days Per Year		Fifteen Days Per Year		Twenty Days Per Year	
Full Months of Service	Cumulative Number of Hours Earned	Full Months of Service	Cumulative Number of Hours Earned	Full Month of Service	Cumulative Number of Hours Earned
1	6.67	1	10.00	1	13.34
2	13.34	2	20.00	2	26.68
3	20.01	3	30.00	3	40.02
4	26.68	4	40.00	4	53.36
5	33.35	5	50.00	5	66.70
6	40.02	6	60.00	6	80.04
7	46.69	7	70.00	7	93.38
8	53.36	8	80.00	8	106.72
9	60.03	9	90.00	9	120.06
10	66.70	10	100.00	10	133.40
11	73.37	11	110.00	11	146.74
12	80.00	12	120.00	12	160.00

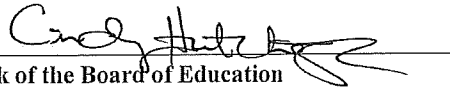
- J. An employee must work one-half of the working days of a month to receive credit toward vacation for that month. This would refer either to a beginning or terminating employee. Also, an employee must not be on Leave of Absence more than one-half of a month if he/she is to receive vacation credit for that month.

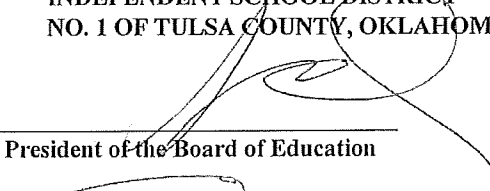
- K. The immediate supervisor must approve all vacation dates, and he/she is responsible for scheduling vacations at a time when substitutes will not be required.
- L. The earning of vacation time continues and is considered as time served when an employee is using his/her sick days or vacation.
- M. Vacation days will not accrue, however, for absences after the expiration of sick days or for other absences which are not covered by sick days or vacation time and which are more numerous than one-half of the working days in any one month. [Added September, 2010]

DATED this

**INDEPENDENT SCHOOL DISTRICT
NO. 1 OF TULSA COUNTY, OKLAHOMA**

ATTEST:


Clerk of the Board of Education

By: 
President of the Board of Education

AMERICAN FEDERATION OF TEACHERS, AFT TULSA LOCAL 6049

By:  Date: 12-18-17
President

Clerical Administrative

**Instructional Support
Manual Trades**

Grade	Minimum	Mid	Max
A	8.29	9.38	10.47
1	8.61	9.91	11.21
2	8.98	10.37	11.75
3	9.35	10.84	12.32
4	9.77	11.37	12.94
5	10.19	11.89	13.57
6	10.68	12.46	14.24
7	11.21	13.08	14.95
8	11.74	13.70	15.68
9	12.26	14.36	16.46
10	12.85	15.06	17.28
11	13.49	15.82	18.17
12	14.13	16.60	19.06
13	14.76	17.39	20.00
14	15.50	18.25	21.00
15	16.25	19.14	22.04
16	17.04	20.09	23.13

Technical Specialized

Grade	Min	Mid	Max
1	10.68	12.46	14.24
2	11.21	13.08	14.95
3	11.74	13.70	15.68
4	12.26	14.36	16.46
5	12.85	15.06	17.28
6	13.49	15.82	18.17
7	14.13	16.60	19.06
8	14.76	17.39	20.00
9	15.50	18.25	21.00
10	16.25	19.14	22.04
11	17.04	20.09	23.13

The following Career Increments will be added
to the hourly rate at the beginning of:

15 years of creditable service - \$.50/hour,
20 years of creditable service - \$.50/hour
25 years of creditable service - \$.50/hour
30 years of creditable service - \$.50/hour
35 years of creditable service - \$.50/hour
40 years of creditable service - \$.50/hour

Annual career Increments for exempt employees are as follows:

15 yrs of creditable service - \$500
20 yrs of creditable service - \$1,000
25 yrs of creditable service - \$2,000
30 yrs of creditable service - \$3,000
34 yrs of creditable service - \$4,000
37 yrs of creditable service - \$5,000

Promotion Formula: 7% for the first grade increase and 1% for each additional grade or the range minimum, whichever is greater.

NEGOTIATIONS PROCEDURAL AGREEMENT

This Negotiations Procedural Agreement is made and entered into by and between the American Federation of Teachers, 6049 Oklahoma and Independent School District Number 1 of Tulsa County, Oklahoma.

ARTICLE I: RECOGNITION

The Board recognizes the American Federation of Teachers, 6049 Oklahoma as the sole and exclusive negotiating representative of the employees of the bargaining unit in matters pertaining to wages, hours, fringe benefits, and other terms and conditions of employment. The Board, on its own behalf, retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Oklahoma and the United States of America.

ARTICLE 2: PURPOSE

The purpose of this Negotiations Procedural Agreement is to facilitate collective bargaining negotiations in good faith between the Union and the District relative to wages, hours, fringe benefits, and other terms and conditions of employment.

ARTICLE 3: DEFINITIONS

- 3.1 Union - American Federation of Teachers, local 6049 Oklahoma.
- 3.2 District - Independent School District No. 1 of Tulsa County, Oklahoma.
- 3.3 Board - Board of Education of Independent School District No. 1 of Tulsa County, Oklahoma.
- 3.4 Fiscal Year - The District's fiscal year from July 1 of one year until June 30 of the following year.
- 3.5 Days - Unless otherwise specified "days" will mean calendar days excluding weekends and holidays.
- 3.6 Item - A primary subsection of an existing article of the Collective Bargaining Agreement or any memorandum of agreement and as to any proposed article to be included in the Collective Bargaining Agreement any issue involving a singular subject matter. (By way of example only, and as an aid to interpreting this provision, a "primary subsection" is any subsection in the existing Collective Bargaining Agreement which is preceded by a capitalized letter and all numbered subsections contained therein.)
- 3.7 Bargaining Unit - All employees who are not required by their job description to be a principal, licensed or certified teacher, superintendent or other certified or noncertified administrator. Provided that, employees with access to confidential, labor relations information of the school district, or managerial employees whose responsibilities include making employment recommendations to the superintendent and for which their position does not require a certificate, shall be excluded from this bargaining unit. The following support personnel positions are agreed by the parties to not be a part of the Bargaining Unit:

All support staff working in the Office of the Superintendent

The Clerk of the Board

Secretarial/Administrative staff for the Deputy Superintendent

All employees in the Office of General Counsel

All Officers and supporting secretaries/administrative assistants

All Directors, Assistant Directors and supporting secretaries/administrative assistants

All employees working in Financial Services and Talent Management

All employees whose grade is a BG-7 or above

The above positions are excluded from the bargaining unit for one or more of the following reasons:

(1) the position is an appropriate candidate to be on the Board's negotiating team or (2) the job duties of the position involve the collection and analyzing of information crucial to the bargaining process for the Board's negotiating team or (3) the position is one of confidentiality as it relates to the bargaining process.

3.8 Employee - All support employees in the bargaining unit as defined in paragraph 3.7 above except those employees who state in writing to the Board that they do not desire to be represented by the Union as provided by Oklahoma law [OKLA. STAT. tit, 70, § 509.2 (Supp. 1995)].

ARTICLE 4: SCOPE

4.1 The Board and the Union recognize that providing a high quality educational program for the children of the School District is the paramount objective of the School District.

4.2 The scope of bargaining shall be limited to negotiating in good faith on wages, hours, fringe benefits, and other terms and conditions of employment in accordance with applicable law. The Union and the Board shall abide by all applicable state and federal statutes, rules and regulations. This Negotiations Procedural Agreement shall not abrogate, limit, or restrict the legal rights, obligations and powers of the Board. The Board shall enact no policy that would alter the terms of the existing collectively bargained contract, including any memoranda of agreements. Nothing in this article shall prevent the Union and the Board from developing committees to jointly make recommendations to the Board and the Union involving issues jointly agreed on.

4.3 The Board retains its right to make rules and regulations, not inconsistent with the law or rules and regulations of the State Board of Education or the provisions of the Collective Bargaining Agreement between the Union and the Board. The Board retains the right to maintain and operate a complete school system of such character as the Board of Education shall deem best suited to the needs of the School District and the community. Subject to the requirements of paragraph 4.2 above, the Board and the Union agree that there shall be no negotiations on the above rights and powers of the Board.

4.4 If any provision of this Negotiations Procedural Agreement or the application of this Negotiations Procedural Agreement is found to be contrary to law that provision shall cease to exist; all other provisions or application of this Negotiations Procedural Agreement will continue in full force and effect.

ARTICLE 5: PROCEDURES

5.1 Prior to the time set for negotiating, the Union and the Board shall each designate, in writing, and transmit to the Union and Board, respectively, the names of no more than five (5) persons who shall serve on their respective negotiating teams. No substitutions will occur during the negotiations process for a given fiscal year unless the negotiator ceases to be employed by or affiliated with the Board or the Union, as applicable, or a substitute is agreed to by the Union and the Board. The Union and the Board shall also designate a chief spokesperson. The Superintendent of the School District or his designee and the President of the Union or his designee may attend any negotiating session. These designees shall remain the same throughout the negotiations for a given fiscal year unless the designee ceases to be employed by or affiliated with the Board or the Union, as applicable, or a substitute is agreed to by the Union and the Board. Each side may have no more than three (3) technical experts at any negotiating session.

5.2 Negotiation meetings shall be closed to all persons with the exception of those people listed in 5.1 and legal counsel for each negotiating team. Recordings and/or transcriptions may be made by mutual agreement.

5.3 Negotiations will be conducted at times and dates set by mutual agreement.

5.4 Negotiation meetings shall be scheduled at times, which will not interfere with the workday or educational programs. If any negotiating team member of the Union is required to take off from his/her regular duties (excluding overtime) to attend a negotiating session, he/she shall be paid at his/her regular rate of pay for the period of time (excluding overtime) that the employee was required to be off work.

5.5 Meeting locations shall alternate between the Union and the District facilities. A minimum time limit of two hours will be set for each session after which either party may cease negotiations for

that meeting; however, one or more extensions of one hour per extension may be taken, if each such extension is mutually agreeable to both teams.

5.6 Prior to April 15 of each year, the Union and the District may submit, in writing, to the other a request for negotiations for the following fiscal year. Monetary issues will be negotiated every fiscal year. Nonmonetary items will be negotiated for the 2001-2002 fiscal year and the 2003-2004 fiscal year and every three (3) years thereafter commencing with the fiscal year 2003-2004. Nonmonetary items may be negotiated for any fiscal year only by agreement of the Union and the District. There is no limit to the number of monetary items, as defined below, which may be submitted by the Union or the District. Thereafter, in any fiscal year in which nonmonetary items are negotiated, each side may submit no more than fifteen (15) nonmonetary items. Negotiations on nonmonetary items will commence no later than May 15 in the year preceding the fiscal year for which nonmonetary items are negotiable. All nonmonetary items must be disposed of no later than June 30 in the year preceding the fiscal year for which nonmonetary items are negotiable by one of the following methods:

- a. Agreement on the item(s) submitted or as modified.
- b. Sending the item(s) to impasse.
- c. Agreement to withdraw the item(s).

Monetary items shall be negotiated after completion of nonmonetary items and shall be concluded no later than the first day of school. If no nonmonetary items are negotiated then negotiations on monetary items shall begin no later than June 15. All monetary items shall be disposed of in the same manner as nonmonetary items.

"Monetary items" are expressly defined as wages, hours and fringe benefits which would involve the expenditure of money by the School District.

5.7 The Union and the Board will mutually exchange written proposals at the first negotiating session. Subject to the terms of paragraph 5.6, the Board or the Union may not submit a nonmonetary item of negotiation at any time after the third negotiations session. The Board and the Union may agree upon a contract or contract provisions which are effective retroactively.

5.8 Any tentative agreement reached as a result of such negotiations shall be reduced to writing and shall be initialed by each spokesperson. Tentative agreements between the negotiating teams are not binding on the Union or the Board but merely indicate the negotiators' willingness to recommend ratification of the article or articles tentatively agreed to by the Union and the Board. The Union shall have fifteen (15) calendar days from the date the tentative agreement is presented to its members for ratification, to file a written report of the Union's action to the Board. If ratified by the Union the agreement shall be presented to the Board for ratification. The Board shall act upon the agreement within fifteen (15) calendar days. After Board ratification the agreement shall be binding on the Union and the Board and shall be implemented. Negotiations may be opened anytime by mutual agreement.

ARTICLE 6: IMPASSE PROCEDURES

6.1 If negotiations on a complete Collective Bargaining Agreement are not successfully concluded by the first day of school, an impasse shall automatically exist. Prior to an impasse being declared there will be no restrictions on communications about negotiations.

6.2 All hearings by the Fact-Finding Committee shall be conducted in closed session. No news releases shall be made by the Union, the Board, or the Fact-Finding Committee concerning the progress of such hearings.

6.3 In no event shall the Fact-Finding report be binding on the Union or the Board to a degree greater than required by law.

6.4 The final official action on the report of the Fact-Finding Committee shall be a decision of the Board.

6.5 The Board shall file a copy of the Fact-Finding Report with the office of the State Superintendent of Public Instruction. If the effort to resolve differences is successful, the Union and the Board shall prepare a written agreement and present the agreement to both sides for ratification and such agreement shall be forwarded to the State Superintendent of Public Instruction. If the effort to resolve differences is unsuccessful, the Board shall forward to the State Superintendent of Public Instruction, in writing, its final disposition of the negotiations impasse process within thirty (30) days of the effective date of implementation.

ARTICLE 7: DURATION OF AGREEMENT

7.1 The Board shall take no action on this Negotiations Procedural Agreement until it has written notification from the Union that this Negotiations Procedural Agreement has been ratified. This Negotiations Procedural Agreement shall become effective immediately after receipt by the Union from the Board of written notice that the Board has ratified the Negotiations Procedural Agreement.

7.2 This Negotiations Procedural Agreement shall continue in effect for successive fiscal year periods unless notice is given, in writing, no later than March 1 prior to the end of the fiscal year, by either the President of the Union or by the Board, through the Superintendent, to the other party in accordance with the provisions of the Negotiations Procedural Agreement of its desire to modify, amend, or terminate the Negotiations Procedural Agreement. Any changes to the Negotiations Procedural Agreement shall become effective immediately upon ratification by the Union and the Board.

7.3 Should the Union or the Board give no notice, this Negotiations Procedural Agreement shall automatically renew itself for another fiscal year and shall be binding on both.

7.4 In the event the Union disbands or otherwise ceases to exist or is decertified according to law, this Negotiations Procedural Agreement and the Collective Bargaining Agreement shall become null and void on the date of such disbanding or decertification.

7.5 The Collective Bargaining Agreement, including any memoranda of agreement, negotiated between the School District and Union through the negotiations process as set out in this Agreement shall be effective only during the fiscal year for which they were negotiated and may not be extended beyond such fiscal year without annual mutual ratification by the School District and the Union. Such ratification will be deemed to occur if either party fails to object by June 15 of any year to the continuation of any previously ratified agreement or agreements for an additional fiscal year.

ARTICLE 8: GENERAL

8.1 The Union and the Board each agree to acknowledge and to comply with those federal and state statutes or ordinances pertaining to discrimination which maybe applicable to this Negotiations Procedural Agreement or subsequent agreements negotiated under the terms and conditions of this Negotiations Procedural Agreement.

8.2 The Union and the Board shall not discriminate against any person, based on race, religion, color, national origin, gender, age, handicap, or membership or non-membership in any labor organization.

8.3 In case of any direct conflict between the expressed provisions of this Negotiations Procedural Agreement and any Board policy and procedure currently in effect and incorporated in this Negotiations Procedural Agreement, the provisions of the Negotiations Procedural Agreement shall control.

8.4 The parties agree that any dispute as to what is a legally required subject of bargaining or the meaning of "wages, hours, fringe benefits and other terms and conditions of employment," or any other provision of this agreement, shall be decided by the direct petition by either party to the District Court of Tulsa County rather than pursuant to any other procedure which is currently or may hereafter be provided by law. Both parties retain all rights of appeal of any district court determination.

8.5 This Agreement shall be governed and construed according to the laws of the state of Oklahoma and shall be binding on the Union and the Board.