

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN INDEPENDENT SCHOOL DISTRICT NO. 1
OF TULSA COUNTY, OKLAHOMA,
AND
AFT 6049 OKLAHOMA,
OF THE AMERICAN FEDERATION OF TEACHERS
FOR THE 2011-2012 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 6049 Oklahoma of the American Federation of Teachers (the "Union") for the 2007-2008 fiscal year. The following documents will be recognized and negotiated between Independent School District No. 1 of Tulsa County, Oklahoma and AFT 6049 Oklahoma, of the American Federation of Teachers including but not limited to:

- A) The collective bargaining agreement
- B) Negotiated Procedural Agreement with addendums

Throughout this Agreement, the definitions section of the Negotiations Procedural Agreement between the parties dated June 4, 2001, shall apply.

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 said revocation, 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 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 save 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:

- a. The amount of the paycheck is sufficient to cover the amount of the requested deduction.
- b. 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 the union 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 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 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 Human Capital Officer. No employee representative will be recognized by the School District unless such written designation is made by the Union to the Chief Human Capital 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. (11/2007)

(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.

(4) Support employees shall have the right to have an employee representative present, or in the absence of an employee representative at the job site, a representative of the Union at any time the employee is given a written disciplinary action and/or written job target by a supervisor. If called upon by the site supervisor, the employee representative may make 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 job target, 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 job target or the supervisor one level above the supervisor issuing the written disciplinary action and/or job target.

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 unreasonably be 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 Human Capital 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 salary.

F. Leave for Union Conferences and Conventions -- Absences for support employees for union business will be limited to not more than a total of twenty (20) working days per fiscal year and the first ten (10) days 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.

G. (1) Up to three 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 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 of absence, he/she will be restored to his/her previous assignment(s). In the event the previous assignment(s) has 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 (8/2010)

(2) During these support employees' leave 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.

(3) If these support employees terminate working for the Union for any reason during the leave 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 2 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 Superintendent or designee will periodically meet with up to three (3) local union representatives to discuss outstanding issues in the district.

Article 3: Evaluations and Written Disciplinary Action

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.

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 (i) the method of review is prescribed by law or (ii) 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 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 is normally open.

(5) A "party in interest" is the person or persons making the grievance and any party whom 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 designee, during the school day, the Superintendent, 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 day of filing the grievance at Level Two of the Grievance Procedure. Failure to timely notify the Union 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 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 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 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 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 designee shall communicate his decision, in writing, to the principal, department head, appropriate area superintendent and 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 nonappealable.

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. (1) Support employees who have been employed by the Board for more than one (1) year shall be subject to suspension, demotion, termination or nonreemployment only for cause and are entitled to due process under Oklahoma law.

(2) Bus driver employees in the Transportation Department shall be hired as regular employees 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.

(3) All cooks, helpers and manager employees in the Child Nutrition Department shall be considered to be substitute employees and not regular employees 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 regular 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.

(4) Termination of Seniority -- Seniority (continuous service) and the employment relationship shall be terminated when an employee:

- (a) Quits, retires; or
- (b) Is lawfully discharged.

(5) 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.

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.

C. 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.

D. Recall – On recall from reductions in the work force, the employees will be recalled on the basis of all job evaluations and job targets, 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.

E. 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, which 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.

F. (1) 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.

(2) 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. Each site supervisor or his designee will determine applicable lunch and break times. The lunch and break times will be posted.

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. Overtime stipends which have previously been paid to support employees occupying foreperson positions shall be discontinued, effective at 12:01 a.m. on July 1, 1997. Overtime work, overtime pay and overtime compensatory time for forepersons shall be governed by Article 15 of the Agreement, effective at 12:01 a.m. on July 1, 1997.

F. 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.

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 Thanksgiving Day and Christmas Day with payment to be made in the first biweekly check in January. *(Revised 9/2010)*

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. 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. (1) 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. Support employees who work less the twelve (12) months will not report to duty when buildings are closed, but will be required to work when make-up days are scheduled. Twelve-month employees shall report to work unless the Education Service Center is closed. Twelve-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.

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 require to report to work when the ESC is closed will be posted prior to November 1 of each school year.

E. Any temporary teacher assistant who has been employed by the School District for over two years can apply for a vacant permanent position and shall be granted priority for hiring in that position.

F. 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 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. Making or publishing false, vicious or malicious statements concerning any employee or supervisor.
19. Creating a disturbance on school premises.
20. Creating or contributing to unsanitary conditions.
21. Playing "practical jokes" which are injurious to other employees and/or school district personnel.
22. 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.
23. Disregard of known safety rules or common safety practices.
24. Unsafe operation of motor driven vehicles.
25. Operating machines or equipment without using the safety devices provided.
26. Gambling on school district property.
27. Unauthorized distribution of literature, written or printed matter of any description on school district property.
28. 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.
29. Poor workmanship.
30. Immoral conduct or indecency, including abusive and/or foul language.
31. Excessive personal calls during working hours, except for emergencies. This includes incoming and outgoing calls.
32. Walking off one's job.
33. Clocking another employee's time card or time sheet in or out.
34. Smoking in or on district property.
35. Refusal of job transfer, if the transfer does not result in a demotion.
36. Abuse of "breaks" (rest periods) or meal period policies.

37. Insubordination.
38. 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.
39. Violation of any written administrative or board policy, practice, procedure, directive or regulation.
40. 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 contract not renewed.

Article 9: Personnel Files.

A. Official personnel files shall be those files maintained in the office of the Human Capital Department. Working files are those maintained by the supervisor.

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 Human Capital 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 designee. The Superintendent or his designee shall acknowledge receipt of such report to the principal and employee.

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

A. Pursuant to the conditions set forth below, bus drivers may bid, on a seniority basis, to drive new routes and vacancies which occur in existing routes. The term "routes" includes regular bus transportation routes, mid-day routes and activity routes.

B. In order to bid on a new or vacant route, a driver must be seeking to increase the amount of hours he is working for the District.

C. New or vacant activity routes and mid-day routes may only be bid on by drivers who work six (6) hours or less.

D. 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.

E. 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. Any support employee who desires training to drive a special education route will be provided training, without compensation to the support employee, before or after the support employee's regular work hours.

F. 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. Nine month bus drivers may sign the posted list if they are interested in driving a field trip. At the end of the posting period, driving assignments will be made to nine month drivers with the least amount of hours accumulated at the time of the assignment by seniority. The department reserves the right to assign field trips to any nine month driver on an as needed basis even if they have not signed the posted Available Field Trip Listing. However, drivers on the list, who will not work 40 hours, will be given priority over drivers who have not signed the list. Once a driver accepts the field trip assignment, the driver must drive the route. If the driver fails to drive the route 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. 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 trip shall be made by the appropriate Transportation Department representative based upon availability of nine month drivers at the time who would not be placed in overtime status.

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.

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.

All regular 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.

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.

Article 14: Workers' Compensation/Sick Leave Election Form (last amended 12/1/98)

The following form shall be used to implement Article 14: Workers' Compensation, above: I suffered an on-the-job injury on _____, 20____, while working for the Tulsa School District. As a result of the injury, I am entitled to receive temporary disability compensation according to the Workers' Compensation laws of Oklahoma. I understand that I am entitled to receive such compensation for a period of time as may be provided for by law. I have accumulated certain sick leave/personal leave benefits, because of my employment, which are available to me when I am unable to work because of illness or injury.

PLACE AN "X" IN THE APPROPRIATE ELECTION BLANK OR BLANKS

____ 1. I would prefer only to have:
Sick Leave Compensation/Personal Leave Supplementation Compensation--
Number of days _____ (To be filled in by a Human Resources representative)
I understand that by choosing to be paid my accumulated sick leave/personal leave in addition to the temporary disability provided by law I will be paid my sick leave/personal leave on a prorated basis to the extent that I will receive my full wages until I return to work or the number or sick leave/personal leave days I have are exhausted.
I understand that after the number of specified sick leave/personal leave days are exhausted, I will receive temporary disability compensation for a period of time as may be provided for by law.
I understand that my accrued sick leave/personal leave benefits will be decreased on a prorated basis by those days I use as a result of making this election.

OR

____ 2. I would prefer only to have:
Under the Workers' Compensation Act, temporary benefits begin the fourth day off work due to an on-the-job injury. The first three days are considered a waiting period during which time temporary benefits are not paid, but I request that I be paid my accrued but unused sick leave/personal leave to cover these three days. I understand that by making this election, I will not be paid any sick leave/personal leave benefits beyond the first three days of the waiting period.
(IF YOU PREFER TO RECEIVE YOUR SUPPLEMENTAL BENEFITS UNDER NUMBER 1 ABOVE AND YOUR SICK LEAVE/PERSONAL LEAVE FOR THE FIRST THREE DAYS OF YOUR DISABILITY AS PROVIDED FOR IN NUMBER 2 ABOVE, CHECK BOTH 1 AND 2 ABOVE.)

OR

____ 3. I would prefer to not use any of my sick leave/personal leave benefits while I am off work due to my on-the-job injury.

Name _____ Social Security # _____
Last First Middle

Address _____
Number & Street City State Zip Code

Job Title _____ School or Department _____

Dated this _____ day of _____, 20____.

Employee

Witnesses: _____
School District Representative

Article 15: Compensatory Time for Overtime.

A. 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 workweek without prior written approval may be subject to appropriate disciplinary action.

B. 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 designee by the end of the week following the week in which the overtime is worked.

C. 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 Human Capital Officer to schedule a date for the comp time to be taken. *(Revised 08/27/03)*

D. 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.

E. Non-exempt employees are not allowed to do "volunteer" work for the District.

F. 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.

G. 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.

H. 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.