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Title: **Wichita Unified School District 259 and Service Employees International Union (SEIU), AFL-CIO-CLC, Local 513 (2003)**

K#: **830018**

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830018  
AGREEMENT

Between 1900

The Board of Education WPKCLC

of

USD 259

Wichita, Kansas

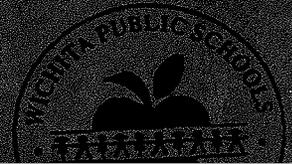
and

The Service Employees International Union

Local No. 513

AFL-CIO, CLC

July 1, 2003 – June 30, 2004



**Agreement Between  
The Board of Education of  
Unified School District 259  
Wichita, Kansas  
and  
The Service Employees International Union  
Local No. 513, AFL-CIO, CLC**

**PREAMBLE**

This statement of understanding is made and entered into following meetings as specified in the Kansas Public Employee Relations Act. The terms of this statement of understanding hereinafter called agreement, apply only to those employees who are included in the bargaining unit which was certified by the Kansas Public Employee Relations Board on January 19, 1973, and as amended on December 16, 1987, and as are set forth in Article I, B. Such unit members, hereinafter called employees, have ratified this agreement. This agreement has been ratified by the Board of Education of Unified School District 259, Sedgwick County, Kansas, and Service Employees International Union, Local No. 513, AFL-CIO, CLC, hereinafter called the Union, and this agreement shall constitute Board policy for the period specified. The agreement between the Board and the Union is to be for a term of one (1) year beginning July 1, 2003, and ending June 30, 2004. Article 12, employment benefits, may be reopened to negotiate board contribution to premiums only in the event that the health fund reserves fall below eight and one-half (8.5) million dollars. By mutual agreement between the Union and the Board, this agreement may be opened as to any change or modification. Any subsequent statements of understanding which result from such re-

opening shall be set forth and made an amendment to this agreement and when ratified by the employees and the Board shall constitute a change in this policy. The parties agree to meet and confer by February 1, 2004.

The Wichita Public Schools is committed to ensuring an environment that is free of discrimination and to fostering a climate in which all employees and students may participate, contribute, and grow to their fullest potential.

We recognize and value our diverse population and are committed to fair treatment of all employees and students.

Harassment and disparate treatment based on race, color, national origin, sex, handicap/disability, age, or religion will not be permitted or condoned in the Wichita Public Schools.

All Wichita Public Schools employees have the responsibility to support this policy and to take appropriate steps to ensure a workplace free of discrimination against any person.

Each of us should:

- Treat every student, parent, coworker, customer, and supplier with respect and dignity.
- Speak out when we see harassment and discrimination in our work environment.

We will not tolerate any action that violates the core beliefs of our school district.

## ARTICLE I: RECOGNITION

- A. The Board recognizes the Union as the exclusive representative for the purpose of meeting and conferring and the settlement of grievances for those designated in the bargaining unit.
- B. The bargaining unit shall consist of all employees of Unified School District 259 who are employed in permanent positions for twenty (20) or more hours per week and are paid on ranges A through Jc of the Classified Salary Schedule. However, the unit shall not include any such person who is designated as a security employee or a confidential employee.
- C. The Board of Education will seek input from Service Employees International Union members when designing inservice activities for classified employees during the school year.

## ARTICLE II: CLOSURE CLAUSE

Both the Board and the Union acknowledge that all mandatory subjects have been discussed and neither party has any right to meet and confer further on these or any other subjects during the term of this agreement except by mutual consent or as otherwise expressly provided herein.

## ARTICLE III: MANAGEMENT'S RIGHTS

The Union acknowledges that the Board and the Superintendent have certain exclusive statutory rights and responsibilities which they may not surrender and except as otherwise provided by this agreement or by law,

the Board shall retain its rights to make, amend, or execute decisions and policies that are necessary to operate and maintain the program of the school district and to otherwise carry out its lawful rights and responsibilities.

Neither shall anything in this agreement be construed to limit the statutory power and duty of the Superintendent. Such rights of the school district include but are not limited to: direct the work of the employees; hire, promote, demote for non-disciplinary reasons, transfer, assign, or retain employees in positions within the public agency; demote for disciplinary reasons, suspend or discharge employees for proper cause; maintain the efficiency of governmental operations; relieve employees from duties because of a lack of work or for other legitimate reasons; take actions as may be necessary to carry out the mission of the school district in emergencies; and to determine the methods, means, and personnel by which operations are to be carried on, including subcontracting if such is deemed desirable. Employees whose positions are eliminated by subcontracting, downsizing, or dissolving will be given priority to transfer to vacant positions within the district for which they are qualified or receive training.

## ARTICLE IV: SAVINGS CLAUSE

Any paragraph of this agreement or any action pursuant thereof which is contrary to law shall be null and void; but, the remainder of the policy shall remain in full force and effect.

## ARTICLE V: EMPLOYEE RIGHTS

Employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing. Employees shall also have the right to refuse to join or participate in activities of employee organizations. Classified employees will be included on building committees and entitled to vote.

## ARTICLE VI: PAYROLL DEDUCTIONS

A. The Board agrees that whenever duly authorized by any employee on a form or forms appropriate for such purpose and consistent with the regulations established by the Business Services, payroll deductions shall be made and paid over in accordance with such form or forms for any or all of the following purposes:

1. Donations to the Friendship Fund
2. Payments to the Credit Union of America
3. Union dues
4. Recreation Area for Teachers (RAFT)
5. Wichita Supplemental Annuity (if eligible)
6. Uniforms
7. YMCA dues
8. Health Strategies
9. COPE
10. Flexible Spending Account
11. Tax Sheltered Annuity

- B. The Union shall develop and the Board shall approve a dues authorization card which shall provide for the cancellation of union dues only once during the year, which date shall be July 1 each year, unless the employee terminates employment with the school district. Such dues deduction authorization may specify that it will continue each year and will continue in effect from year to year unless terminated as specified on the authorization card.
- C. The Union shall indemnify and hold harmless the Board of Education from any and all claims, demands, suits, or other forms of liability (including specifically costs and attorney fees) that shall arise out of or by reason of any action taken or not taken by the Board for the purposes of complying with the provisions of Paragraph B or the authorization form.
- D. The Union may submit new payroll deduction authorization cards on a monthly basis. Such cards shall be submitted on or before the fifth of each month and should be representative of employees who have successfully completed their probationary employment status.
- E. Employees shall be eligible to participate in a tax-sheltered annuity plan established pursuant to the Internal Revenue code, consistent with regulations established by the Business/Financial Services Division.

## ARTICLE VII: HOURS OF WORK

A. The working hours for specific positions are as follows: (Employees who are involved in a shift change will be given a three-day notice unless there is an emergency.)

1. Maintenance Personnel: Base schedule, forty (40) hours per week, 7 a.m. to 4 p.m., Monday through Friday, with one-half hour or one-hour lunch period to be determined by needs of respective departments. The working schedule for the Roofing section of the Building Repair Operational Area is a five-day work week, Monday through Friday, 6:00 a.m. to 2:30 p.m., when the heat contingency working schedule is approved and operational for plant facilities' personnel. The plant facilities' administration will give consideration to severe days identified outside of the heat contingency plan for a working schedule change.

Short-term experimental four-day, ten-hour per day working schedules, and other flexible schedules may be initiated by the Administration in selected areas where there is mutual agreement on the part of management and the selected department personnel.

2. Supply and Distribution: Base schedule, forty (40) hours per week. Regular Monday through Friday weekly schedules are determined by the starting time of schools and Plant Facilities

with one-half hour or one-hour lunch period to be determined by the respective departments.

3. Custodial Personnel: Base schedule, forty (40) hours per week. Regular Monday through Friday weekly and daily schedules are provided individual classifications. Lunch periods will be one-half hour unless lengthened to one hour by the site manager/supervisor.
4. Aides and Paraeducator Personnel: The nature of the work of an Aide and a Paraeducator shall determine the normal schedule. Aides and Paraeducators shall be informed of their respective schedules at the time of employment by the Human Resources Division and of any subsequent changes by the immediate supervisor.
5. Food Services Personnel: Working schedules are determined by the guidelines approved for establishing food services allocations. The food services manager will provide the time schedule for each food services employee, which will include a one-half hour lunch period.
6. Clerical Personnel: Working schedules are determined by the guidelines and procedures approved for establishing clerical allocations. Base schedule, forty (40) hours per week, regular Monday through Friday working schedules; however, the nature of the work and assignment location shall determine the working schedule which may require less than forty (40) hour work week.

- B. Nothing herein shall be construed as guaranteeing any employee any number of hours of work per day or week. Work schedules may be changed by the administration, and such schedules may vary from the base work schedule. **However, an employee is to be paid for any additional time worked at the request of the employee's supervisor.**
- C. All employees shall be allowed a rest period if their regular daily schedule calls for four (4) hours or more of continuous work. Rest periods may be flexible, but shall generally be consistent with the following recommended schedule:

Daily Hours Worked	Suggested Rest Periods	
8 hours	15 minutes	15 minutes
7.5 hours	15 minutes	10 minutes
7 hours	15 minutes	10 minutes
6.5 hours	10 minutes	10 minutes
6 hours	10 minutes	10 minutes
5.5 hours to 4 hours	15 minutes	

#### ARTICLE VIII: COMPENSATION

- A. The salaries of employees covered by this agreement are set forth in the salary schedule in Appendix A which is attached to and incorporated into this agreement.
- B. An individual employee of the Wichita School System will be placed on a range as identified in the Board-approved Classified Personnel Classification Plan. The exact step on the range will be determined by the Division of Human Resources after considera-

tion of the individual's prior work, education and/or training.

- C. Increment or step increases are included in the wage and salary schedule to recognize changes in responsibility based upon assignment and to reward length of service.
- D. Employees who began service prior to January 1, of the current year, shall normally advance one step on the salary schedule on July 1. Any employee who on July 1 is on a disciplinary Plan of Assistance, shall not advance on the salary schedule.
- E. Certain employees, due to the nature of their jobs, are required and/or encouraged to qualify for and obtain certificates from the City of Wichita or governmental bodies. In such instances, the Board shall compensate full-time individuals having such a certificate which is recommended for reimbursement according to the following categories:

Asbestos Program Manager	\$200.00/mo.
Asbestos Management Planner	\$100.00/mo.
Asbestos Inspector	\$50.00/mo.
Asbestos Supervisor Class II	\$35.00/mo.
Asbestos Worker Class I	\$20.00/mo.
Mechanical	
Masters (abc)	\$200.00/mo.
Masters (ab)	\$150.00/mo.
Masters Back-up (abc)	\$150.00/mo.
Masters Back-up (ac)	\$110.00/mo.
Journeyman (abc)	\$100.00/mo.
Journeyman (ac) or b	\$75.00/mo.

Electrical	
Masters License	\$200.00/mo.
Masters Certificate Back-up	\$150.00/mo.
Journeyman Certificate	\$100.00/mo.
Fire Alarms	
Masters License	\$200.00/mo.
Masters License Back-up	\$150.00/mo.
Plumbing	
Masters License (includes fire protection and water testing)	\$200.00/mo.
Masters Certificate Back-up	\$150.00/mo.
Journeyman Certificate	\$100.00/mo.
General Metals	
Masters (ac)	\$200.00/mo.
Masters Back-up (ac)	\$110.00/mo.
Journeyman (ac)	\$100.00/mo.
Heating	
Masters (ac)	\$200.00/mo.
Masters Back-up (ac)	\$110.00/mo.
Journeyman (ac)	\$100.00/mo.
Cement	
Contractor License	\$100.00/mo.
Contractor License Back-up	\$75.00/mo.
Drainlayer	
Masters License	\$100.00/mo.
Masters License Back-up	\$75.00/mo.
Pesticide	
Overall Certificate 7A-7E-3A-3B	\$100.00/mo.
Overall Certificate Back-up 7A-7E-3A-3B	\$50.00/mo.
Turf Certificate 3A-3B	\$75.00/mo.
Turf Certificate Back-up 3A-3B	\$37.50/mo.

General Contractor	\$250.00/mo.
License A or B	\$150.00/mo.
License A or B Back-up	\$100.00/mo.
Roofing License Back-up D	\$300.00/mo.
Architectural State Registration	
Architectural State Registration Back-up	\$150.00/mo.
Professional Engineer License (Electrical)	\$150.00/mo.
Professional Engineer License (Mechanical)	\$150.00/mo.
Welder Certificate	\$100.00/mo.

Such payment shall be consistent with the procedures which have been set down in Board policy for payment for special certificates. Part-time employees will receive a prorated amount.

F. Full-time service employees who qualify may complete the requirements for the Professional Development Program (PDP) certificates awarded by the American School Food Service Association. Upon receipt in the Human Resources Division of proof of such certification and approval by the Director of Food Services, qualified employees will receive the following compensation. Part-time employees will receive a prorated amount.

ASFSA Certification	\$18.00/mo.
ASFSA Certification + 24 hrs. credit + 2 years of service	\$28.00/mo.
ASFSA Certification + 24 additional hrs. credit (48 total)	\$38.00/mo.

ASFSA Certification

+ 24 additional hrs. credit (72 total)  
+ 4 years of service \$48.00/mo.

ASFSA Certification

+ 24 additional hours credit (96 total)  
+ 5 years of service \$58.00/mo.

ASFSA Certification

+ 24 additional hours credit (120 total)  
+ 6 years of service \$68.00/mo.

A Career Ladder Committee shall consist of three (3) A through Jc employees appointed by the Union President and three (3) management employees appointed by the Director of Food Services. The Committee shall meet and report quarterly.

- G. Full-time clerical employees who qualify for and complete the requirements for the Clerical Professional Growth Program (CPG) approved by the Human Resources Division will receive the following compensation:

Basic Certificate	\$30.00/mo.
Associate Certificate	\$40.00/mo.
Advanced I Certificate	\$50.00/mo.
Advanced II Certificate	\$60.00/mo.
Advanced III Certificate	\$70.00/mo.
(Includes Bachelor's and Master's Degrees)	

The Clerical Professional Growth Program will closely parallel the Professional Standards Program (PSP) of the National Association for Educational Office Professionals (NAEOP), which should allow a clerical employee to receive a PSP certificate from

NAEOP, if desired. Part-time employees will receive a prorated amount.

- H. Employees are responsible for submitting evidence of job or career-related training to their immediate supervisor who shall forward such material to the Human Resources Division for placement in their respective personnel files.
- I. Full-time classified employees placed on Ranges A through Jc shall be paid fifty cents (50¢) shift differential pay per hour for each hour of their regular working schedule which occurs later than 6:00 p.m. but earlier than 6:00 a.m.
- J. An additional seventy-five cents (75¢) per hour is paid to eligible employees when assigned to spray painting and spray painting clean up work.
- K. An additional one dollar (\$1.00) per hour is paid to eligible employees when assigned to sandblasting and sandblasting clean up work.
- L. An additional seventy-five cents (75¢) per hour will be paid to eligible employees in the facilities and auxiliary areas when working conditions are identified by the employees as justifying such differential and when the need is verified by the supervisors. These working conditions will also involve verified working time spent in the food service coolers and freezers.

- M. An additional one dollar twenty-five cents (\$1.25) per hour shall be paid to eligible employees when working with pitch.
- N. An additional one dollar (\$1.00) per hour shall be paid to eligible employees when working with pesticides.
- O. An employee who is required by his/her job description to possess a commercial drivers license will be paid a flat rate of \$20.00 per month.
- P. Employees who are required to have an Asbestos Class I or Class II certificate, and employees who have received a minimum of 16 hours of asbestos training and are identified and required by the appropriate administrator to wear the protective garb and respirator, shall be paid an additional one dollar seventy-five cents (\$1.75) per hour for a minimum of 2 hours when working with asbestos.
- Q. Paid holidays covered by this agreement are shown in Article X and are included in determining the number of paid working days in a pay period for computing fractional or part-time work by employees.
- R. Permanent classified employees who work twenty (20) hours or more per week are eligible for longevity payment if they meet the established qualifications.

employee of Unified School District 259 in any position which is permanent and requires a working schedule of twenty (20) hours or more per week.

- 2. Any discontinuity in employment, regardless of length, shall result in full loss of longevity. In the event that a former employee, terminated as a result of reduction in force, is reemployed within one (1) year of the date of termination, then the period of unemployment shall not be regarded as a discontinuity in employment for the purpose of determining eligibility for a longevity payment. However, the period of unemployment shall not be counted in determining such eligibility.
- 3. Classified employees on Ranges A through Jc of the Classified Salary Schedule shall qualify for longevity payments according to the following schedule:

10 to 19 years	3% of July 1 base salary
20 to 29 years	7% of July 1 base salary
30 or more years	11% of July 1 base salary
- 4. The percentages specified in item three (3) above shall be applied to the employee's base salary as of July 1 excluding all licenses, certificates, differentials, overtime, etc., and shall not be affected by any increases due to a reclassification or adjustment occurring after July 1.

have started that number of years of continuous service on or before July 1.

6. All longevity payments shall be made in November in accordance with regular payroll procedures and shall be subject to all applicable deductions. Any employee whose employment terminates prior to November 15 shall receive no part of any longevity payment.
- S. Classified employees who are required to drive their own automobiles in connection with their employment shall be compensated at a rate per mile established by the Board of Education at the beginning of the fiscal year. Compensation shall be in a manner consistent with procedures established by the Business Services.
- T. Employees at the Alvin E. Morris Administrative Center shall be provided a parking space or paid parking within reasonable walking distance of the Alvin E. Morris Administrative Center.
- U. Full-time custodial employees paid on Ranges A through Jc who successfully complete a Custodial Building Maintenance program will receive a Certificate of Proficiency awarded by the Wichita Public Schools and \$40.00 per month. Employees earning a Masters Certificate issued by the Wichita Public Schools will receive \$70.00 per month. Employees are responsible for submitting evidence of training to their immediate supervisor who shall forward such

materials to the Human Resources Division for placement in their respective personnel files.

The above certificates are issued for two or five years and can be renewed after expiration if the holder has attended at least one class during the life of the certificate. Part-time employees will receive a prorated amount.

- V. Paraeducators who volunteer to attend inservice and are approved to attend will receive their regular hourly rate of pay up to but not exceeding the amount teachers receive per hour.

The Board of Education will provide a mandatory twelve (12) hour training program for newly-hired paraeducators.

- W. Classified employees who are released to attend inservice activities and are being paid a wage will not be allowed to use that time to advance on a career ladder or receive additional certificate compensation.
- X. Paraeducators who have met all requirements and who have not been placed on a disciplinary plan of assistance, will move on the Career Ladder.
- Y. Food Services Personnel who are required to wear uniforms, will receive an annual uniform allowance of \$18.00 per hours worked per day.

- Z. An additional \$20.00 per month for nine (9) months will be paid to eligible special education paraeducators who drive their own car in transporting students in the community based instruction program.
- AA. Food services employees, paraeducators, aides, and library clerks who are employed at an extended year school, such as Colvin and Payne, and who work at least 210 days shall receive the same benefits as do 220-day employees, except they shall not receive vacation benefits.
- BB. Paraeducators who supervise a classroom or classrooms when a certificated teacher for the classroom is absent from school and when there are no other certified or substitute staff present in the classroom shall receive an additional four dollars (\$4.00) per hour for providing such supervisory services. The right to direct the work in Article III applies to this paragraph.

#### ARTICLE IX: OVERTIME PAY

- A. Employees who are required to be on duty on holidays observed by the Board will receive overtime pay. Employees shall receive hourly rates as follows:
  - 1. Two (2) times their regular hourly rate plus the Board-paid holiday rate, if eligible, for work required on the days listed in Article X, A. If employees are called back to work at any time other than their regular working schedule, such employees will be paid three (3) times their regular

Board-approved holidays which fall on Monday through Friday, unless the employees at their own option choose to report other than during regular working hours. If employees are called back to work during the above days, and during their regular working schedule, the employees will receive two (2) times, their regular hourly rate plus Board-paid holiday rate, if eligible, for work required during their regular assigned shift.

- 2. One and one-half (1½) times their regular hourly rate plus the Board-paid holiday rate, if eligible, for work required on the days listed in Article X, B.
- B. Employees called back to work on Sunday shall earn two (2) times their hourly rate, unless Sunday is a Board-recognized national holiday, in which case the employees shall be paid three (3) times their hourly rate.
- C. Employees called back to work on a Saturday which is not a holiday shall receive one and one-half (1½) times their regular hourly rate provided the employees have been in pay status (a 40-hour work schedule) prior to the Saturday assignment.
- D. Employees shall be paid one and one-half (1½) times their regular hourly rate for all assigned hours exceeding a forty (40) hour work week (40 hours in pay status) which are assigned during Monday through Friday and are not identified in A, 1 or A, 2 above.

- E. A "call back" to duty shall be considered not less than two (2) hours' work performed. Employees called to work under special circumstances, such as snow removal, will be allowed to work overtime and a regular shift.
- F. In cases of major emergency work, designated employees will receive overtime and overtime pay according to the stipulations set forth in the Board policy entitled "Major Emergency Work."
- G. All earned or accrued leaves of absence with pay and paid holidays will be credited as time worked in determining eligibility for overtime pay.
- H. All qualified classified employees shall be given an equitable opportunity for overtime work. All employees who are qualified to perform an overtime assignment shall be rotated in overtime assignments as evenly as possible. The distribution of overtime shall be the responsibility of the administrator or supervisor of the work to be done. Employees shall keep the administrator or supervisor informed concerning their availability for overtime work. In the event a qualified employee is not available on a voluntary basis for necessary overtime work, the supervisor may appoint an employee to fill the overtime assignment. A list shall be maintained by the supervisor showing such assignments.
- I. Supervisors are responsible for planning work assignments and will inform the employee at least one day in advance when overtime is required, unless an emergency situation occurs, and in the emergency

situation an attempt should be made to inform the employee as soon as possible.

- J. Final determination in the authorization of overtime work and personnel selected is the responsibility of the appropriate administrator, building principal, Division Director, Facilities, or their designated representative.

#### ARTICLE X: HOLIDAYS

- A. The calendar adopted by the Board recognizes certain national holidays. For 2003-2004, these days are as follows: Independence Day, Friday, July 4, 2003; Labor Day, Monday, September 1, 2003; Veterans Day, Tuesday, November 11, 2003; Thanksgiving Day, Thursday, November 27, 2003; Christmas Day, Thursday, December 25, 2003; New Years Day, Thursday, January 1, 2004; Martin Luther King Jr.'s Birthday, Monday, January 19, 2004; Memorial Day, Monday, May 31, 2004.
- B. The calendar adopted by the Board designates certain other days as holidays. For 2003-2004, these days are as follows: Friday, November 28, 2003; Wednesday, December 24, 2003; Friday, December 26, 2003; Monday, March 22, 2004; Tuesday, March 23, 2004; Wednesday, March 24, 2004; Thursday, March 25, 2004; Friday, March 26, 2004.
- C. Full-time employees shall be paid their regular daily rate for their normal shift assignment for the above holidays provided they are in pay status (except personal business) or have an approved request for ab-

sence on the day before and the day following paid holidays.

- D. Food Services Employees shall have ten (10) paid holidays. For 2003-2004, these days are as follows: Labor Day (1 day); Fall Recess (2 days); Winter Recess (3 days); Martin Luther King Jr.'s Birthday (1 day); Spring Recess (3 days). The Director of Food Services may adjust holiday work schedules to meet the needs of the food services program, and any such adjustments shall not make any affected employee eligible for overtime pay.
- E. Paraeducators, aides, library clerks, and other selected individuals will work the same number of days as teachers and they shall have ten (10) paid holidays. For 2003-2004, these days are as follows: Labor Day (1 day); Fall Recess (2 days); Winter Recess (3 days); Martin Luther King Jr.'s Birthday (1 day); Spring Recess (3 days).
- F. Clerical employees shall have paid holidays according to the following working schedule:
  - 1. Clerical Employees who work the 220 day, the 225 day, and the 230 day schedule shall have twelve (12) paid holidays. For 2003-2004, these days are as follows: Labor Day (1 day); Veterans Day (1 day); Fall Recess (2 days); Winter Recess (3 days); Martin Luther King Jr.'s Birthday (1 day); Spring Recess (3 days); Memorial Day (1 day).

- 2. Clerical Employees who work the 260 day schedule shall receive the same paid holidays as identified in Section A and B.

- G. The calendar adopted by the Board may be altered at the discretion of the Board or Administration.

#### ARTICLE XI: VACATIONS

- A. Vacation with pay is granted to full-time classified personnel employed in positions requiring a 260, 230, 225, or 220 day working schedule. A minimum of ten (10) days and a maximum of twenty (20) days paid vacation is granted based on continuous years of employment for personnel working the 260 days schedule; a minimum of seven (7) days and a maximum of twelve (12) days paid vacation is granted based on continuous years of employment for personnel working the 230 day schedule; a minimum of six (6) days and a maximum of eleven (11) days paid vacation is granted based on continuous years of employment for personnel working the 225 day schedule; and, a minimum of five (5) days and a maximum of ten (10) days paid vacation is granted based on continuous years of employment for personnel working the 220 day schedule.
- B. The date for determining vacation eligibility is the anniversary date of employment for each full-time employee. Vacation credit shall be accrued and earned on a monthly basis based upon an employee's working schedule set forth hereafter. An employee is eligible to use accrued vacation days once earned, except, new employees shall not be eligible to use

and is computed on the basis of the current salary. At the discretion of the Administration, employees who move to a shorter work year may be paid for some or all of their accumulated unused vacation days.

- E. Holidays will not be charged against an employee's vacation time when they occur during regularly scheduled vacation periods.
- F. Employees are not allowed to work for the Board during their scheduled vacation time and receive additional pay for such time worked. Any exceptions, due to an emergency situation, must have prior approval of the appropriate administrator or supervisor.

#### **ARTICLE XII: EMPLOYMENT BENEFITS**

- A. Effective August 1, 2003, the Board shall pay \$510 per month for each permanent employee who works twenty (20) hours or more per week as full payment of membership in the Board provided group health/dental plan. Eligible classified employees who provide evidence of health coverage may select a cash option of \$100 per month in lieu of the provided health/dental plan. This plan shall provide health/dental coverage for the employee and dependents, if any, in accordance with the terms, conditions, and exclusions of the plan. Changes in the plan will normally be effective on August 1 of any year and only with the involvement of the Union. All monies contributed to the health/dental fund shall be used to provide benefits for participants in the fund.

The Board shall continue to pay full membership in the plan for any eligible employee who suffers a continuing total disability for a period not to exceed 180 calendar days after the date of the commencement of the total disability. All actions and decisions under this health/dental plan shall be made in accordance with rules and regulations established by the Administration.

- B. An employee who dies or who retires or resigns honorably after reaching age fifty-five (55) years or five (5) years in the employ of the Board shall be eligible for a severance payment.

An employee with 15 or more years of service with USD 259 who is terminated (other than for suspected criminal activity) may have his/her individual case reviewed through the grievance procedure. The parties to the grievance may allow the employee to voluntarily resign rather than involuntary termination, and if allowed, the employee will receive severance pay, if otherwise eligible. As a condition of allowing the discretionary severance payment, the employee must agree to settle and discontinue his/her grievance and additionally waive any other individual right or rights he/she may have against any officer, manager, supervisor, or employee of USD 259 arising out of his/her termination. The employee who is allowed to self-terminate under the above conditions will sign a Personnel Action Request with the remark "not eligible for rehire" in the comment section.

The amount of the severance payment for which the employee is eligible shall be computed by multiplying

the sum of the number of unused temporary leave hours which the employee has accumulated plus the number of unused vacation hours which the employee has accumulated in excess of the number which he/she is still eligible to take by \$3.75 per hour.

For those employees paid by the hour the severance payment will be computed by multiplying the accumulated hours by \$3.75 per hour. The severance payment shall be made to the eligible employee in accordance with regular payroll procedures and shall be subject to all applicable deductions.

Any employee who applies for retention of employment prior to retiring for the purpose of KPERS is not eligible for such severance payment at that time.

- C. The Board shall provide a group term life coverage with individual limits of \$30,000 for all permanent employees who work twenty (20) hours or more per week.

Any increase in the life coverage for an employee shall not be effective until that employee reports or is able to report for work on or after the effective date of such increase.

- D. The Board shall provide short-term disability income protection coverage for all classified employees who are eligible to accumulate temporary leave. This coverage in substance shall ensure that eligible classified employees shall be compensated in accordance with the terms, conditions of and exclusions of such coverage for hereinafter specified periods of total disability

resulting from nonoccupational illness or injury at a rate of seventy percent (70%) of the employee's regular hourly rate. Such compensation shall be subject to all applicable deductions. The periods of total disability for which payments are to be paid hereunder shall commence on the sixth working day following the expiration of the last day of the employee's temporary leave days and shall continue to the date which is one hundred eighty (180) calendar days after the date of commencement of the total disability for which this, or any other benefit, is being paid. In the event of a single and total disability for a continuous period of thirty (30) calendar days or more from the first day of disability, the employee's first five (5) working days of disability income protection compensation for such disability shall be paid retroactively. A single disability for a period of 180 days is defined for the purpose of this article as a single absence. Under no circumstances will the Disability Income Protection Plan exceed a period of 180 consecutive days. For the recurrence of a disability to be considered a new disability, the employee must have returned to work for a period equal in length to the period of absence or for thirty (30) consecutive scheduled working days if the period of absence exceeded thirty (30) scheduled working days. Short absences for reasons not related to the disability shall not be counted towards fulfillment of this requirement, but will not be considered an interruption thereof. The employee's disability income protection compensation shall be reduced by personal Social Security benefits and any worker's compensation total disability payments as herein provided. If subsequent to the commencement of compensation for

disability income protection, it is determined that the illness or accident for which compensation has been made under this section arose out of or in the course of the employee's employment, the employee's compensation shall revert to worker's compensation disability payments, and the employee's disability income protection compensation shall be reduced by any retroactive payment of worker's compensation total disability payments.

- E. The Board shall participate in the Kansas Public Employees Retirement System in accordance with KSA 74-4931, et seq.
- F. The Board shall continue under the Kansas Workers Compensation Law to provide worker's compensation coverage for all employees. Employee benefits are defined in state statute and are subject to legislative and judicial changes. Current state statute will supersede any provisions contained in this agreement. Workers compensation covers injury and disease arising out of and in the course of one's employment. Benefits include medical expenses and disability payments when applicable. Job related accidents will be reported to the employee's supervisor, and the Report of Accident form will be forwarded to the Risk Management office immediately but no more than 24 hours after the occurrence. Compensation and charge to temporary leave procedures are as follows:

1. Procedures:

- a. Injured employees will immediately report accidents to their supervisors and the Risk Management office within 24 hours.
- b. Injured employees will take their doctors' work status report after each appointment to his or her supervisor.
- c. Injured employees will report in after each doctor visit to the Risk Management office.
- d. If employees have questions concerning worker compensation benefits or procedures, they may call the Risk Management office, or the claims advisory section of the Division of Workers Compensation (1-800-332-0353).

2. Disability Payments:

- a. A seven calendar day waiting period must be met before the disability payments begin. If the employee is off work for 21 consecutive days, the same statute requires the employer to pay retroactively the first seven (7) days of disability.
- b. The employee will receive  $66\frac{2}{3}$  percent of his or her average weekly wage, subject to the state weekly maximum. This benefit is paid as long as the authorized treating phy-

sician certifies that the employee is temporarily, totally disabled.

- c. A job injury absence up to five days will be charged to the employee's accumulated temporary leave to the extent that temporary leave is available, such charge will be reinstated if the employee is authorized to be off work for 21 consecutive days.
  - d. Use of vacation time to cover any part of any absence due to an on-the-job injury is not permitted.
  - e. If certified by the authorized treating physician, the Board will pay any permanent partial disability according to the formula provided by the state statute.
3. Medical Expense:
- a. Workers compensation will pay all medical expenses resulting from the job related injury and prescribed by the authorized treating physician. Kansas state statute allows the Board to direct the medical care of its injured employees.
  - b. Injured employees will receive care from authorized doctors and will return a work status form from the doctor after each appointment to his or her supervisor.

- c. State statute provides a limited amount for the employee to use at his or her discretion for a second opinion or treatment.

- G. The Board shall provide commercial general liability coverage with a combined single limit of liability of at least \$500,000 per occurrence and including employees of the district within this coverage.

This coverage will include classified employees who transport pupils within the course and scope of their employment. However, a commercial general liability policy excludes coverage for automobiles. This reference to transport of pupils refers to the act of supervision of pupils. Employees' own automobile insurance shall be primary coverage for property damage, personal injury protection, and automobile liability protection. Board insurance shall provide secondary coverage only.

- H. The Board, under the Kansas Employment Law, shall provide unemployment compensation for all eligible employees.
- I. The Board will provide a voluntary early retirement program for classified employees who were hired prior to July 1, 1996. The substance and procedures of the program, and any changes thereto, are in each instance to be determined by the Board. Alterations shall not be applied retroactively to affect any retired employee receiving benefits from the program.
- J. The Board shall provide a Flexible Spending Account Plan established pursuant to Section 125 of the Inter-

nal Revenue Code which will allow voluntary payroll deduction. The substance and procedures of the Plan, and any changes thereto, are in each instance to be determined by the Board after consultation with the Union. The Plan shall include only dependent care assistance and nonreimbursed medical expenses.

- K. Employees who are reassigned from one employee group to another will be subject to decisions by the Human Resources Division concerning temporary leave, longevity payments, and other conditions of employment. Such decisions shall be based on relevant provisions of various policies, procedures and employment agreements in addition to the past practices of the district and maintenance of equity among employees.
- L. Whenever employees are absent as a result of personal injury caused by battery arising out of or in the course of their employment and when investigation by the administration indicates that they have used reasonable judgment, they shall be paid their full salary less any other Board provided or State provided employee compensation or disability benefits for the period of such absence without having such absence charged to their accumulated temporary leave. Payment for such absence shall not extend beyond 180 calendar days.
- M. The Board shall provide a Catastrophic Emergency Benefit Plan to be used by employees who have suffered some catastrophic emergency and who have exhausted all temporary leave.

The plan shall be administered by a joint committee consisting of employees representing all employee groups. The committee shall consist of four (4) members from the Service Employees International Union, five (5) members from the Teachers Bargaining Unit, two (2) members from the Technical/Supervisory employee group, two (2) members from the Administration, one (1) member from Security, one (1) member from the Confidential employee group. Members shall be appointed by their respective employee groups and terms of service on the committee shall be determined by the respective groups. The president of the Service Employees International Union, the president of the United Teachers of Wichita, and the Assistant Superintendent of Human Resources and/or designee shall serve as resource members to the committee. Disputes regarding Benefit Plan Committee decisions shall be resolved by the Board of Education.

The plan shall be open to all benefited employees who contribute to the establishment of the plan. The plan shall be established by allowing each benefited employee to contribute one (1) day of temporary leave into the plan during the open enrollment period. The plan shall be made available for employee use when at least 400 employee days have been contributed. Only those employees who have contributed to the plan shall be eligible to draw from it. Employees who contributed one (1) day of temporary leave to the plan may continue as a participant during the term of this contract without contributing another day. Any employee new to the district during the term of this contract must contribute one (1) day of temporary leave in order to be a participant in the plan.

When the pool falls below 300 days, it shall be replenished by a new thirty-day open enrollment period during which time employees may contribute an additional day or may become new members of the pool by contributing one day.

Employees who meet the criteria above shall be eligible to draw on the pool up to twenty (20) days per contract year. The employee must exhaust all accumulated temporary leave to be eligible to draw on the pool.

- N. Each benefit specified by this agreement may, at the Board's option, be provided by a Board selected carrier or by self-funding by the Board or any combination thereof. The Board may change from one carrier to another or to self-funding at any time. The specific coverage may be altered by the Board at any time so long as the coverage provided complies with the expressed terms of this agreement.

#### ARTICLE XIII: TEMPORARY LEAVE

- A. Employees are eligible to accrue temporary leave days if they are working in a permanent position twenty (20) hours or more per week. Temporary leave days are computed on a common factor for all eligible employees based on one (1) day earned for every fifteen (15) days in pay status.
- B. Each employee who is eligible to accrue temporary leave days shall be granted the number of days to which he/she is entitled for a year on the first day that the employee reports for work on or after July 1.

Temporary leave days will be prorated for any eligible employee who works less than full time or who is hired after July 1. Temporary leave days granted shall be added immediately to the employee's accumulation. Probationary employees will not be granted any temporary leave days in advance of such days being earned.

- C. Unused temporary leave days shall be cumulative without limit.
- D. Accumulated temporary leave days may be used for:
  - 1. Personal illness, injury, or incapacitation up to the maximum of the number of days the employee has accumulated. However, no employee may use temporary leave days for any single such disability beyond 180 calendar days from the first day of the disability. On or before the end of the thirty (30) calendar days from the beginning date of the disability, the employee and his/her physician shall furnish medical information on a form provided by the Human Resources Division. For the recurrence of a disability to be considered a new disability, the employee must have returned to work for a period equal in length to the period of absence or for thirty (30) consecutive scheduled working days if the period of absence exceeded thirty (30) scheduled working days. Short absences for reasons not related to the disability shall not be counted towards fulfillment of this requirement, but will not be considered an interruption thereof.

2. Illness, injury, or death of the employee's spouse, child, or parent up to a maximum of fourteen (14) days per fiscal year. Up to eight (8) of these days may be used for illness, injury, or death of the employee's in-law, grandchild, grandparent, sibling, aunt, uncle, niece, nephew, any person having been regularly living in the employee's household, or in-law of the employee's spouse, child, or parent.
3. Personal business up to a maximum of three (3) days per fiscal year by employees with less than twenty (20) years employment with the Board, and up to a maximum of four (4) days per fiscal year by employees with twenty (20) years or more employment with the Board. Temporary leave days for personal business shall be granted as long as regular work assignments can be carried on. However, temporary leave days for personal business shall not be used to extend vacation and/or to extend adopted Board approved holidays, conference release days, or non-working days. Personal business leave is provided for the employee who is confronted with serious and urgent individual or family problems, emergency situations, or legal demands which cannot be attended to at any time other than through the employee's duty day. Personal business leave may be used in the event of the illness or death of a friend or any other relative not identified as a member of the immediate family. Personal business leave is not provided for recreation or avocational activities. The employee is not required to give the specific reason or nature

of the personal business but must state that it falls within the above definition. The immediate supervisor must be notified as soon as the employee knows of the need for personal business leave in order for the necessary arrangements to be made. Repetitive use of personal business leave without proper notice, normally at least 24 hours in advance, will be cause for review.

4. Temporary active duty up to a maximum of fourteen (14) days per fiscal year. Leave for temporary active duty is provided the employee who is a member of a reserve military unit which is ordered to active duty as a result of an emergency or disaster.
  5. Paternity leave up to a maximum of three (3) days per fiscal year.
  6. Adoptive leave up to a maximum of five (5) days per fiscal year. Adoptive leave is provided to the employee to provide time needed by the employee to complete the adoption of a child by the employee.
- E. When an employee is absent from his/her assignment for any of the above reasons, such absence shall be a chargeable absence and the number of days of such chargeable absence shall be subtracted from his/her accumulated temporary leave days. Absence for a part of a day for hourly employees shall be charged as temporary leave in amounts no smaller than one-half ( $\frac{1}{2}$ ) hour.

F. Absences in excess of accumulated temporary leave or in excess of the specified limits are deducted from the employee's salary at a daily rate for each day of such excess. However, the specified limits may be extended by the Superintendent upon written request by the employee if the employee has accumulated sufficient days.

G. All chargeable absences that continue beyond the specified limits, all absences without leave, all absences which are too frequent, and all chargeable absences which end without the employee giving proper advance notice shall be subject to review and appropriate action by the Administration.

H. Employees who suffer a roofing pitch burn(s) may be authorized to a maximum of five (5) consecutive temporary leave days for a given injury which shall not be charged to their individual accumulation of temporary leave. No employee shall leave the job site claiming a roofing pitch burn without the supervisor's approval.

If any time the supervisor feels an employee is abusing this policy, the supervisor may request a doctor's statement to verify injury. Claims of inquiry proven false or fraudulent could result in disciplinary action when so verified by the immediate supervisor.

I. Any former employee, who is reemployed within twelve (12) months of the date of termination, upon satisfactory completion of their probationary period, will have their temporary leave days that were accrued at the time of their separation reinstated for up to a maximum of five (5) years for temporary leave that

was accrued after March 31, 1999, unless severance compensation has been paid for such leave.

J. If temporary leave is claimed in excess of five (5) days for an illness, injury, or incapacitation, certification by a physician may be required before the salary for the period of leave is paid. Further, an employee's immediate supervisor may request, given evidence there is just cause, a physician's statement requiring medical verification at any time the employee is absent.

K. In accordance with the provisions of Kansas Labor Laws, (KSA, 1978, Supp. 25-418) persons entitled to vote at a general or primary election shall be entitled to absent themselves from their employment under the circumstances and for the period of time described therein.

L. Nonchargeable temporary leave for court duty or jury duty may be granted to a classified employee to appear in court to answer a jury summons or for reasons other than personal neglect, violation of law, or matters in which the classified employee has a vested interest. The amount paid for jury duty or witness fees, if any, shall be deducted from the classified employee's regular pay. Verification of the amount received for jury duty or witness fees must be provided.

M. Employees desiring to be off duty for any reason should make arrangements with their supervisors as far in advance as possible.

#### ARTICLE XIV: EXTENDED LEAVE

Employees may be granted extended leave without pay or benefits subject to approval of the Board for health, illness of spouse, child, or parent, maternity, paternity, adoption, military service, study, campaigning for or serving in public office, or for professional activities. Such leaves are subject to the provisions of the Board policy on Extended Leaves.

#### ARTICLE XV: NO STRIKE-LOCKOUT CLAUSE

- A. The Union shall not authorize, cause, aid, ratify, condone nor shall any bargaining unit employees take part in, aid, render assistance to, or support any strike, sit-down, slow-down, stoppage of work, boycott, picket, or other interruption of work at any facilities or in the operation of the school district.
- B. The Board agrees that during the term of this agreement, there will be no lockout. Lockout is defined in KSA 75-4322 (r) as any action taken by the Board to provoke interruptions of or prevent the continuity of work normally and usually performed by the employees for the purpose of coercing the employees into relinquishing rights guaranteed by this act.

#### ARTICLE XVI: GRIEVANCE PROCEDURE

- A. It is the right of an employee to seek relief to any problem as specified in the Grievance Procedure. A grievance shall be defined as a violation or allegation

of a violation or misapplication of a negotiated agreement.

- B. An employee or a group of employees shall seek a solution to a grievance at the immediate level of administration having the authority to make necessary adjustments.
- C. Within ten (10) regular work days from the occurrence of a grievance, the aggrieved shall seek and review and, if possible, resolve the problem with the immediate supervisor. However, an employee or the Union may consult directly with the Assistant Superintendent of Human Resources and/or Human Resources Specialist concerning an unusual grievance.
- D. If further action is required, the aggrieved has ten (10) regular work days from the review with the immediate supervisor to file a written, formal grievance with the Assistant Superintendent of Human Resources and/or Human Resources Specialist. The written grievance will indicate the specific language of the negotiated agreement which has been violated or misapplied and all supporting data.
- E. A closed administrative hearing will be called and conducted by the Assistant Superintendent of Human Resources and/or designee within thirty (30) regular work days after the grievance is filed.
  - 1. The petitioner will be informed in writing of the time, date, and place of the hearing at least five (5) regular work days prior to the date set.

2. The petitioner may be represented by an authorized representative of SEIU, Local #513, himself/herself, legal counsel, or any other person selected by the petitioner. The petitioner may request that employees of the district with relevant information be present at the hearing. The petitioner may also request that relevant documents in the custody of the district be produced for the hearing. Such request shall be made in writing to the Assistant Superintendent of Human Resources five (5) days prior to the hearing. The petitioner or his representative shall have the right to cross-examine district witnesses and the district shall have the right to cross-examine petitioner's witnesses. A taped record of the hearing will be taken by the district and will be kept for a period of not less than sixty (60) days and shall be made available to the petitioner upon request.
3. Within ten (10) regular work days following the conclusion of the review, the petitioner will be given a written decision of the administrative review by the Assistant Superintendent of Human Resources and/or designee.

F. Arbitration (Termination Grievances Only)

1. Within ten (10) days after receiving the decision of the Assistant Superintendent of Human Resources and/or designee, the petitioner may appeal the decision (in termination grievances only) to arbitration. The petitioner shall forward copies of the request for arbitration to the petitioner's representative, if any, the authorized representa-

tive of SEIU, Local #513, and the Assistant Superintendent of Human Resources and/or designee. The request for arbitration must specify who will be responsible for paying all costs of the arbitration, i.e., the petitioner, the petitioner's representative, or SEIU, Local #513.

2. Within ten (10) days after the receipt of the request for arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. The right to first strike a name shall be determined by the flip of a coin. The parties shall then alternately strike names from this list until one name remains. The person whose name remains shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the petitioner and the District, requesting that he/she set a time and place for the hearing subject to the availability of the parties, and the letter shall specify by stipulation the issue to be determined by the arbitrator.
3. The arbitrator shall have no right to add to, subtract from, nullify, ignore, or modify any of the terms of this agreement. He/she shall consider and decide only the stipulated issue presented to him/her in writing by the District and the petitioner, and his/her decision and award shall be based solely on his/her interpretation of the application of the terms of the agreement to the issue stipulated. If the matter presented to the arbitrator does not involve interpretation of the terms of provision of this agreement, the arbitra-

tor shall so rule in his/her award and shall make no other decision on the issue. The arbitrator shall render no award under this agreement which shall be retroactive beyond the date of the event on which the grievance is based. The award of the arbitrator shall be final and binding upon the Board, the SEIU, Local #513, and the petitioner involved.

4. The arbitrator selected shall determine the time and place for the arbitration and notify the parties thereof. In a termination grievance, the arbitrator shall have no authority to alter or amend the termination imposed by the District if the arbitrator finds either that the District's actions did not violate the agreement or that there was just cause for the action.
5. No arbitration decision made hereunder shall constitute a binding precedent with respect to any renewal of the existing agreement or the making of a new agreement between the SEIU, Local #513, and the Board. The force and effect of arbitration decisions shall expire when the agreement expires, unless the language involved is substantially the same in the expired agreement and the new agreement.
6. No decision of the arbitrator in any one case shall create a basis for retroactive adjustment in any other case which arose prior to the date of the written decision of the arbitrator, unless SEIU, Local #513, and the District mutually agree otherwise in writing.

7. The fees and expenses of the arbitrator shall be borne by the party losing the arbitration case. As part of his/her award, the arbitrator shall specifically assess these fees and expenses to one party or the other party or allocate the same between the parties, pursuant to this paragraph. Each party shall be responsible for its own arbitration expenses. The party providing any witnesses shall pay the expenses of said witnesses, if any. Upon request of either party, an official court reporter shall record the proceedings, and the party making such request shall pay the cost of the reporter. If the other party requests a copy of the proceeding, that party shall share equally the costs of the reporter.

G. Board Review (All Grievances other than Termination)

1. Should the decision (relating to grievances other than termination grievances as outlined in Item F above) of the administrative review be unsatisfactory to the petitioner, within ten (10) regular work days of the rendering of the decision, the petitioner may make a written request for appeal to the Board. The petitioner shall file a request for appeal with the Assistant Superintendent of Human Resources and/or designee.
2. The Assistant Superintendent of Human Resources and/or designee will set a hearing date with a committee of the Board not fewer than ten (10) regular work days or more than forty (40) regular work days after such an appeal is filed

with the Assistant Superintendent of Human Resources and/or designee and the petitioner will be informed in writing of the time, date, and place of the hearing at least five (5) regular work days prior to the hearing.

3. The petitioner may be represented by an authorized representative of SEIU, Local #513, himself/herself, legal counsel, or any other person selected by the petitioner. The petitioner may also have witnesses appear at the hearing. The Assistant Superintendent of Human Resources and/or designee shall be informed in writing five (5) days prior to the hearing with the Board of the petitioner's representatives and all witnesses to be present during the hearing.
  4. The Board of Education, or a committee thereof, shall conduct the hearing in executive session unless the employee requests an open hearing.
  5. The petitioner will be given a written decision of the Board within thirty (30) regular work days following the conclusion of the hearing.
  6. The final decision lies with the Board of Education, except that the employee shall have other remedies or appeals as are provided by the federal or state constitutions or by law.
- H. If the petitioner pursues any legal or statutory remedy for an issue, then any further or subsequent proceedings for relief through the grievance procedure shall be barred unless the court or administrative agency

refuses jurisdiction until all administrative remedies have been exhausted.

- I. No employee shall be subject to any reprisal or discrimination by reason of the exercise of his/her rights under this Grievance Procedure or any appeal provisions set forth herein.

Appendix A  
Wichita Public Schools  
**CLASSIFIED PERSONNEL SALARY SCHEDULE**  
Hourly Rated Classified Personnel Salary Schedule  
Effective July 1, 2003, through June 30, 2004

Step	1	2	3	4	5	6	7	8	9	10	11	12	X	Y
Range														
A	9.10	9.22	9.36	9.51	9.68	9.84	10.02	10.23	10.43	10.64	10.86	11.11	11.35	11.61
B	9.34	9.48	9.63	9.80	9.97	10.18	10.37	10.59	10.81	11.04	11.28	11.53	11.78	12.05
C	9.60	9.75	9.92	10.10	10.30	10.49	10.71	10.93	11.16	11.40	11.66	11.92	12.21	12.50
D	9.87	10.05	10.23	10.42	10.62	10.83	11.05	11.28	11.53	11.78	12.05	12.32	12.63	12.92
E	10.19	10.37	10.58	10.78	11.00	11.24	11.48	11.74	12.00	12.28	12.58	12.88	13.18	13.49
F	10.49	10.70	10.90	11.13	11.36	11.61	11.86	12.13	12.40	12.70	13.00	13.31	13.64	13.96
G	10.84	11.05	11.27	11.50	11.75	12.00	12.27	12.56	12.85	13.15	13.45	13.78	14.11	14.45
H	11.19	11.41	11.66	11.91	12.18	12.47	12.76	13.05	13.37	13.69	14.02	14.36	14.73	15.08
I	11.56	11.80	12.06	12.32	12.62	12.90	13.20	13.51	13.83	14.17	14.51	14.87	15.24	15.61
J	11.96	12.22	12.50	12.78	13.07	13.37	13.68	14.00	14.33	14.69	15.04	15.41	15.79	16.18
Ja	12.37	12.66	12.94	13.25	13.55	13.88	14.21	14.55	14.92	15.29	15.67	16.05	16.45	16.86
Jb	12.80	13.11	13.40	13.71	14.03	14.36	14.72	15.07	15.44	15.82	16.21	16.60	17.02	17.45
Jc	13.26	13.56	13.89	14.22	14.55	14.91	15.26	15.63	16.00	16.39	16.79	17.22	17.63	18.06

### BOARD OF EDUCATION POLICIES

The following Board of Education policies, currently in force, may be of interest to classified personnel and are summarized for their information. Additional information is contained in the publication "Personnel Policies and Procedures for Classified Personnel" which is supplied to each employee. Complete copies of these policies are available for inspection in each principal's office, other administrative offices, high school libraries, and the Wichita Public Library downtown.

**P0900 Integration and Desegregation**

**P0910 Civil Rights Resolution**

**P4025 Equal Opportunity Employment**

These policies provide that there will be no discrimination in employment practices, that the Board is an equal opportunity employer, and that the Board will engage in affirmative action.

**P4069 Voluntary Early Retirement Program**

This policy specifies that the Board shall provide a voluntary early retirement program for all employee groups with the procedures and substance, and any changes thereto, of the program to be determined by the Board. Continued participation in the early retirement program by employees in any employee group shall be contingent upon that group's continued willingness to allocate from within its salary/benefit package its share of the cost of the program as

determined by the administration. The eligibility criteria along with the early retirement benefits are outlined within this policy. The plan shall not be changed prior to consultation with the Union.

**P4503 Salary Placement Procedures**

This policy shows how an individual employed by the Wichita Public Schools will be placed on a Range as identified in the Board-approved classified personnel classification plan. The exact Step or the Range will be determined by the Division of Human Resources after consideration of the individual's work, education and/or training.

**P4510 Classified Employee Protection**

This policy stipulates ways in which the Board of Education agrees to afford protection for classified employees, and agrees to strive continually to provide working conditions free of hazards which would endanger the health, safety, or well-being of all employees. Classified staff will not be required to perform medical duties without proper training.

**P4515 Orientation and Inservice Training**

This policy provides for all new employees the opportunity to be given preassignment and inservice instruction relative to job requirements, working conditions, benefits and specific circumstances required by and related to their individual positions.

**P4522 Staff Quality Improvement System**

The Staff Quality Improvement System shall be a systematic and continuous process. The process shall focus on self development and professional growth and shall not be construed as an act of discipline. The goal of the Staff Quality Improvement System shall be to improve the quality of performance in a way that is consistent with the district's strategic beliefs and mission, district strategic plan, and the individual Campus/Building Improvement Plans and mission statements. The Board and the Service Employees International Union, Local #513, shall cooperate to establish appropriate inservice activities.

**P4523 Suspension and/or Dismissal**

This policy sets forth the general categories for suspension and dismissal. The policy provides that the time limit for any suspension shall not exceed five working days for disciplinary reasons.

**P4524 Probationary Status**

This policy defines the initial probationary period of an employee as three months. In addition, the policy provides that an employee whose work performance is determined as not meeting the minimum requirements may be placed immediately on probation for a period not to exceed 90 days, during which time efforts will be made to improve the quality of work performance of the employee or the employee may be terminated.

**P4525 Termination**

This policy provides that, except in emergency situations, employees shall be given a two weeks' notice of proposed termination. The policy sets forth the procedures which are followed in terminating an employee. When employees are scheduled by the supervisor and/or administrator to attend a special conference concerning not meeting minimum requirements, the employees have the right to have a representative of their choice attend the conference with them. The supervisor should inform employees of this right. The supervisor should offer suggestions to the employees and help direct them toward improvement. The supervisor may elect to summarize the conference by using the "Personnel Conference Summary," or the "Special Performance Rating" forms.

When employees are scheduled by the supervisor and/or administrator to attend a special conference concerning disciplinary action the employees have the right to have a representative of their choice attend the conference with them.

**P4550 Major Emergency Work**

This policy specifies that when a major emergency work situation has been declared by the Superintendent of Schools, salary rates can be adjusted for those who are working on the major work situations. The policy specifies wage rates during a work situation for employees who are asked to remain on standby duty and specifies the maximum hours

which may be worked in a given period of time. In addition, the policy provides that work schedules may be altered to meet the major emergency work requirements.

**P4530 Reduction in Force**

This policy specifies that the Superintendent of Schools shall have the responsibility for determining the number of classified positions employed by the school district. If the superintendent determines the need to reduce the number of classified positions, the superintendent may, at his/her discretion, declare the existence of a reduction in force. The reduction shall be applied to the largest group of classified positions which may be reasonably considered. The superintendent or designee shall consult with union representatives prior to determining the group or groups of classified positions from which the reduction will be made. In such event, this policy identifies procedures to be followed when selecting employees to be terminated and procedures relating to benefits which may be available for up to an eighteen (18) month period.

An employee will not be selected for Reduction in Force due to a Plan of Assistance unless it is a disciplinary Plan of Assistance. Following all other applicable procedures selecting of employees to be terminated should be based on the current assignment as well as total seniority within the district.

**PERSONNEL POLICIES AND PROCEDURES FOR  
CLASSIFIED PERSONNEL**

**201.01 AND 203.02**

These two sections specify criteria to be used for filling vacancies and transferring employees. First consideration shall be given to qualified, current employees. The selection should be based on the qualifications and the ability to perform; identified skills, strengths, and successful work experiences; seniority, and successful years of experience with the Wichita Public Schools. Insofar as is reasonably possible, the superintendent shall strive to maintain an equitable balance in each category of employment with regard to race, age, and sex. All employees having met the criteria as established by the administration will be considered for an interview.

July 1, 2003 - June 30, 2004

*Donna J. Donald*  
Union Local 513

*Julie Martin*  
Union Local 513

*John Doe*  
Union Local 513

*Dan Bente*  
Union Local 513

*Sandra Baker*  
Union Local 513

*Shirley Vanduma*  
Union Local 513

*Orlando J. de*  
Union Local 513

*Deanna Applewood*  
Union Local 513

*Emi Hunt*  
Union Local 513

*Kim Thompson*  
Union Local 513

*Deji Frazier*  
Union Local 513

*Michael R. O*  
Board of Education

7/28/03  
Date