

AGREEMENT

BETWEEN

**UNIFIED SCHOOL DISTRICT NO. 500
KANSAS CITY, KANSAS
WYANDOTTE COUNTY, KANSAS**

AND



**NEA-KANSAS CITY, KANSAS
SECRETARIES' BARGAINING UNIT**

2008/2011

Revised 04/15/10

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2008-2011 (revised 04/15/2010)

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ARTICLE IV

HOURS OF WORK

A. Work Day

1. The normal work day for secretaries shall be eight (8) hours, on Monday through Friday, exclusive of the time for a duty-free lunch period, and inclusive of time for breaks. For each secretarial position in each office, school, or facility, a normal work day shall be defined which establishes a normal reporting time, a normal time when the secretary may leave, a duty-free lunch period of at least thirty (30) minutes in length, a fifteen (15) minute duty-free break time approximately midway between the reporting time and the lunch time, and a fifteen (15) minute duty-free break approximately midway between the lunch time and the normal time to leave. The building principal or the secretary's immediate supervisor may change the normal reporting and leave times on a given day to meet the needs of the office, school, or facility. On such days, the meal time and breaks will be scheduled. Whenever the secretary loses his/her duty free lunch period as a result of required work, the time shall be subject to compensation. No additional compensation will be provided for work during break times.
2. During times when the Superintendent has approved the use of "flex-time", a secretary may work a 40-hour week in daily increments other than eight (8) hours under an arrangement approved by the affected secretary and the principal, supervisor, or administrator in charge.

B. Overtime

1. Work time required by the building principal or immediate supervisor in excess of forty (40) hours per week shall be considered overtime, except that paid holiday time shall be considered as time worked when computing overtime. Secretaries shall be required to work overtime when requested by his/her principal or immediate supervisor.
2. Overtime, except for Sunday or a holiday specified by the Board's school schedule, shall be compensated in time or money at the option of the administration at the rate of 1 ½ times the regular rate of compensation.
3. Any work time on a Sunday or a holiday specified in the Board's school schedule shall be compensated in time or money at the option of the administration at the rate of two (2) times the regular rate of compensation.
4. The District will provide information regarding compensatory time (comp-time) and its use, via the PIP and SIP.

C. Emergency Closing Days

Whenever a school, office, or other facility is closed by order of the Superintendent for causes beyond the control of the Board, secretaries who work more than 186 days shall not be required to report unless administrative personnel at that facility are required to report. If secretaries are not required to report, they shall be considered to be released from duty on that day. With the approval of his/her supervisor, a more-than-186 day secretary's reporting time may be delayed on days designated by the Superintendent as "emergency closing." The period not worked shall be deemed unpaid leave unless the secretary makes up the time missed at a time agreed to by his/her immediate supervisor. More than 186 day secretaries who choose not to report to work may substitute available inclement weather leave, vacation, personal or authorized time off without pay, on days which have been designated as Emergency Closing days. Use of personal or authorized time off without pay will be treated as an emergency day only in regards to no advanced approval being required.

D. Salary Deductions for Absences

All daily or hourly rate deductions shall be at the secretary's regular daily or hourly rate.

ARTICLE V **NON-WORKING DAYS**

Besides Saturdays and Sundays, secretaries shall be excused from duty for the following non-working days which are established by the Board's School Schedule under Policy No. 6.1.1.1.0 and which fall within a secretary's duty year:

- Independence Day
- Labor Day
- Wednesday before Thanksgiving, Thanksgiving Day and the day after Thanksgiving
- Winter Break*
- Martin Luther King Day
- Presidents Day
- Spring Break*
- Memorial Day

*Secretaries employed to work 261 days are required to be on duty during Winter Break and Spring Break but may utilize vacation leave, personal leave or authorized leave without pay for these days.

ARTICLE VI

VACATIONS

Paid vacation shall be provided for all secretaries who are employed in a full-time position requiring service 12 months per year in the specific position. Such vacation shall be scheduled at the convenience of the secretary's supervisor.

A. Number of Days Allowed

Ten days of vacation time shall be allowed per year for eligible secretaries for each of the first five years of employment. Upon commencing service, any secretary eligible for vacation time shall commence accumulation of vacation time at the rate of 5/6 of a day for each whole or major portion of a month to be worked, prior to the next July 1.

B. Additional Days Allowed

One additional vacation day shall be allowed per year for eligible secretaries for each year beyond five years of employment up to a maximum of twenty (20) vacation days per year after fifteen (15) years of employment.

Accumulation of additional vacation days shall commence July 1 of the sixth year of employment at the rate of one-half day for each six months of service. No additional vacation time shall be granted for less than six months of service.

Secretaries shall be credited with vacation days' accumulation July 1, according to their years of service as a twelve-month secretary with additional days earned beyond the five years of employment.

C. Six-Month Employment Required

No vacation time shall be drawn prior to six months of continuous employment and no vacation time shall be allowed prior to its accumulation.

D. Unused Vacation Time/Limits on Carry Forward Vacation Time

Vacation days of one work year (July 1-June 30) may not be extended beyond the end of the next work year. Any exception must be approved by the Superintendent or his designated representative.

E. Encouragement to Use Vacation

The Board has provided vacation leave for 12 month secretaries to allow for relaxation and rejuvenation from the demands of the job. The Board strongly encourages secretaries to use their yearly allotment of vacation days within the year in which they are earned.

ARTICLE VII

LEAVES

A. Sick Leave

1. Defined

Sick leave is defined as days of absence from duty because of personal sickness or injury of the employee or dependent children under 18 years of age residing in the same house and for which no deduction is made in regular monthly or annual compensation of the employee. A secretary who has been employed for the previous 12 months may also use sick leave because of the serious medical condition of a parent or a spouse. A serious medical condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in the hospital, hospice, or residential care facility or which requires continuing treatment by a health care provider. Absences for one-half (1/2) day or less shall be charged as one-half (1/2) day.

Absences for less than a day but more than one-half (1/2) shall be charged as (1) day. Absence due to sickness or injury of dependent children or serious medical condition of a parent or spouse shall be limited to seven (7) days annually. The term "days" as used herein is defined as days on which the employee drawing sick leave would normally have reported for duty.

2. Coverage

Sick leave benefits are extended to all secretaries whose employment provides for at least 30 hours per week, except as otherwise noted in the policies of the Board.

3. Annual Allowance

Secretaries whose work year does not exceed 205 days shall be allowed annual sick leave at the rate of 10 days per school year; secretaries 206 to 239 days shall be allowed 12 days per school year; secretaries 240 days or over shall be allowed 14 days per school year. Class 6 secretaries employed as of 7/1/96 whose number of work days has been changed from 251 to 226 or 221 will receive 14 days per school year. In the event a secretary resigns during the work year, final salary payment shall be reduced for sick leave taken in excess of any sick leave accrued plus that which is credited during the year of resignation at the rate of one day per complete month of service.

4. Initial Employment

Upon commencing service at the beginning of the first full year of school service, a secretary shall be provisionally credited with 10, 12, or 14 days of sick leave in accord with paragraph 3. In the event of termination of services during the first year of employment, adjustment in the final salary payment shall be such as to

provide for the allowance of a total number of sick leave days not in excess of one day per complete month of service. Secretaries commencing service during the school year shall be provisionally credited with 10, 12, or 14 days less one day for each preceding whole or major portion of a month not worked, beginning with September.

5. Annual Accumulation

All prior unused sick leave shall be allowed to accumulate without limit.

6. Current Days Use After Five Day's Service

Current days of sick leave are credited on July 1, but they may not be used until after the secretary has been on duty for five consecutive days in the current year. This restriction does not apply to accumulated days. On the first duty day of any given year, all unused accumulated sick leave shall be available for use.

7. Physician Statement May Be Required

Any secretary absent due to illness or disability may be requested to present a licensed physician's statement indicating the nature of the illness or disability and the readiness of the secretary to resume his/her duties. Such certification shall be secured at the secretary's expense.

a. Any secretary absent more than five consecutive days due to illness or disability shall present a statement from a physician licensed to practice medicine, indicating the nature of the illness or disability and verifying that the secretary is in good health and able to resume duties.

b. Any secretary who is not eligible for Family and Medical Leave may request disability leave benefits for any absence in excess of twenty (20) working days for the same disability. It shall be accompanied by a comprehensive statement by a licensed physician stipulating the nature of the illness or disability necessitating the extended absence. Such statement shall be presented to the Human Resources Office on or before the 5th day of absence.

c. Secretaries who are eligible for Family and Medical Leave are not eligible for leave under this provision.

8. Loss or Preservation of Sick Leave Upon Termination

Termination of employment shall automatically void all accumulated days of sick leave.

a. A secretary who resigns in good standing from the district and then is

reemployed may retain accumulated sick leave if he/she returns to work within (24) twenty-four months after separation of former employment.

9. Abuse or Misuse of Leave

No salary shall be paid for any day's absence for which a disability is falsely reported as the cause for absence. Abuse or misuse of sick leave shall result in appropriate disciplinary action.

10. Maximum Cash Payment Upon Retirement or Death

Upon retirement, a secretary or in the event of death the secretary's estate shall be eligible to receive a lump sum payment for accumulated unused sick leave based on the following formula:

Total accumulated unused sick leave (not to exceed the maximum accumulation of sick leave allowed) x .75 x the base salary rate for the salary schedule class in which the secretary is classified at the time of retirement or death.

The maximum number of accumulated unused sick leave days for which payment may be made in accord with the above formula shall be limited as follows:

- 185 - 205 days of employment, 120 days allowed
- 206 - 239 days of employment, 132 days allowed
- 240 or more days of employment, 144 days allowed

Class 6 secretaries employed as of 7/1/96 whose number of work days has been changed from 251 to 226 or 221 will be allowed payment for 144 unused sick leave days.

Secretaries who resign from the district after completing thirty (30) years of service in the district or twenty (20) years of service in the district and are 55 years of age shall also be eligible to receive a lump sum payment for accumulated unused disability leave based on the above-stated formula.

Any payment under this provision to a secretary's estate shall be made to the court-appointed fiduciary (executor, administrator, or other designee) of the decedent's estate. Any individual who is initially employed by the district as a secretary after June 30, 1996, shall not be eligible for the payment as described in this position.

11. Injury When on Duty

Work-related injury: Except as provided in the circumstances below, absence due to injury incurred while a secretary is on duty shall not be charged against the secretaries' sick leave days if the secretary is receiving temporary total or

temporary partial workers' compensation benefits.

Exceptions to the General Rule:

Student Restraint and Work-Related Assault Injuries: A secretary who is injured while physically restraining a student or who is injured as the victim of an assault while on duty shall receive, for the length of the disability or until June 30 of the current fiscal year, whichever is shorter, Differential Pay in an amount equal to the difference between the secretaries' regular wage and the amount of worker's compensation temporary total disability payments ("Differential Pay"). In this situation, Differential Pay shall not be charged against the secretaries' sick leave.

Secretary Request: Upon written request, a secretary shall receive Differential Pay for the length of the absence from work resulting from a temporary disability or until the end of the fiscal year (July 1-June 30), whichever is shorter, provided that the secretary has unused disability leave days and the secretaries' sick leave is charged at not less than 0.5 day increments for each day that Differential Pay is received.

Extension period: If at the end of the fiscal year, the secretary remains absent from work as a result of a temporary disability and if the secretary has unused sick leave days, the secretary may make a written request to extend the payment of the period of Differential Pay under the preceding section. Additionally, secretaries who have incurred injuries as a result of the authorized restraining of a student or who are otherwise a victim of a work-related assault will be granted an extension of applicable paid leave benefits provided that the secretary makes a written request to the Assistant Superintendent of Human Resources at least 10 days prior to the anticipated extinguishment of such benefits. The duration of the extension shall be determined at the sole discretion of the Superintendent or his/her designee.

12. Statement of Accumulated Leave

A statement of accumulated sick leave shall be provided each secretary on each payroll warrant. Such statement is informational only, and not made or given as a warranty of the number of days stated. Each employee shall be solely responsible for determining the accuracy of the statement. The Board shall not be liable for errors, mistakes or failure to provide the statement unless due to intentional or willful fault on the part of the Board. If a secretary can establish an error or mistake in the statement of accumulated sick leave, the Board will take measures to correct the statement.

13. Continued Employment Under Sick Leave

Any secretary who is absent from duty because of illness or injury and is eligible to receive sick leave shall be retained on the active payroll as a secretary for such period of time as annual and accumulated sick leave days are available. If the

return to work, in accord with Paragraph 7, is prior to the expiration of current and accumulated sick leave time, the secretary shall be returned to active employment in the same or similar duty assignment.

14. Expiration of Sick Leave Benefits

Except as expressly provided otherwise by this agreement or by law, employment of any secretary shall terminate upon the expiration of current and accumulated sick leave time except that the rights of continued employment may be extended under the Family Medical Leave Act.

15. Termination of Sick Leave Payments

All payments of wages under provisions of this agreement for sick leave shall terminate if the secretary is gainfully employed by any employer other than USD #500 or is engaged in gainful self-employment.

B. Professional Leave

A secretary may be granted professional leave with pay to attend seminars, conferences, meetings, and workshops directly related to the secretary's job with the district. Professional leave shall not be granted for the purpose of attending classes for completing degrees or certification requirements. Application for professional leave shall be made in writing to the Superintendent or his designated representative at least five (5) working days in advance of the absence.

C. Legal Commitments and Jury Duty

1. Jury Duty With Pay

Whenever a secretary is required to perform services as a juror, said secretary shall be paid full salary for the period of such services provided that:

The Board is notified at least three (3) days in advance of the absence that a jury summons has been received.

The Board receives a statement from the secretary listing the days of such service and the court in which the service was performed.

The secretary presents to the Board within 15 days of its receipt by the secretary the endorsed (uncashed) check issued by the court for the number of days of such service.

2. Jury Fee Retained by Board

The proceeds of the court payment shall be retained by the Board.

3. Use for Court Summons

Leave shall be granted in order to meet the requirements of a court summons as a witness when the secretary is not a litigant. Such absence shall not be deducted from accumulated sick leave time.

D. Emergency Leave

1. Five-Day Maximum - Advance Approval

A maximum of five (5) days' absence without deduction in pay during any work year may be allowed for reasons of emergency as defined in D.2. Whenever possible, requests for approval of an absence under emergency leave shall be made in writing on a district leave request form to the Human Resources Office prior to the absence. If the nature of the emergency does not allow for a written request prior to the absence, the secretary shall file the proper form within three (3) work days of returning to work after the absence. In all cases where a prior written request is not made, the secretary shall notify his/her immediate supervisor of the absence on or before the first day of the absence. Emergency leave shall be approved by the Assistant Superintendent for Human Resources or his/her designated representative.

2. Emergency Leave Defined

Emergency leave shall be granted for reasons of critical illness in the immediate family. Emergency leave may also be granted for absences, which are not a consequence of the choice or actions of the secretary. Emergency leave shall terminate when the event giving rise to the emergency no longer exists. Absences because of travel conditions related to weather shall not qualify for emergency leave.

Examples of other instances which will not qualify for emergency leave are:

- a. Recreational activities
- b. Accompanying spouse on business or vacation
- c. Routine medical or dental matters
- d. Working for another person or business
- e. Interviews for employment
- f. Examinations by a college or university
- g. To attend to legal matters
- h. Personal illness
- i. Problems related to personal or family vehicle.

3. No Accumulation

Emergency leave time shall not accumulate.

4. Immediate Family Defined

As used herein, "immediate family" shall designate the employee's spouse, children, parents, brothers, sisters, grandparents, grandchildren, and spouse's parents.

5. Deducted from Sick Leave Time

Any day taken as emergency leave shall be deducted from current or accumulated sick leave time.

6. Critical Illness Defined

Critical illness as used herein shall include such illness or injury as to produce a life-threatening condition, which is so verified by medical report of the attending physician.

E. Military Leave

1. Required for Drafted Personnel

A military leave of absence shall be granted to any secretary who shall be drafted for military duty in any branch of the armed forces of the United States. Upon return from such leave, the secretary shall be placed at the same position on the salary schedule as he/she would have been had he/she worked in the district during such period. Such leave shall not extend more than three months beyond the period of compulsory service.

2. Optional for Enlistees

Military leave may be approved by the Superintendent or his/her designated representative for persons enlisting in the military service. Such leave shall not extend more than three (3) months beyond the termination of the first enlistment period.

3. Required Temporary Military Duty for Emergency

A secretary who is a member of the National Guard, or of the Army, Navy, Air Force, or Marine Corps Reserves and who is required to report for an active duty period by reason of an emergency declared by the President or the Governor, shall be granted temporary military duty leave.

Leave for temporary military duty as provided by this agreement will be with full salary less the amount the secretary is compensated for the days of military service while on leave from the school district.

4. Temporary Training Duty

A secretary who is a member of the national Guard, or of the Army, Navy, Air Force or Marine Corps Reserves and who is required to report for an active duty period for training purposes required to retain such membership shall be granted temporary military training duty leave. If the secretary's military pay is less than his/her regular pay during the period approved for temporary military training duty leave, the secretary will be paid the difference between his/her military pay and his/her secretary's pay.

5. No Deduction From Sick Leave

For the purpose of computing sick leave, Required Temporary Military Duty Leave for Emergency and Temporary Training Duty Leave shall count as full service with the school district.

6. Position Preserved

Upon return from Required Temporary Military Duty Leave for Emergency or Temporary Training Duty Leave, a secretary will be returned to a position with the school district.

F. Authorized Absence

A secretary may be granted up to three (3) days of authorized absence for personal reasons without pay during any work year for activities which cannot reasonably be performed outside of regular duty hours or on a non-school day.

1. Limitation

Such authorization shall not be granted on any day preceding or following a holiday, holiday weekend, or any vacation period including the opening and closing days of the school year nor during the first and last five (5) duty days of the individual secretary's duty year, nor during any day on, preceding or following an in-service day involving the secretaries.

2. Application Required

Application for authorized absence shall be made in writing at least two (2) days in advance of the absence and shall state the reasons, which necessitate the leave.

3. Extension

Extension of authorized absence beyond three (3) days may be granted without pay when such extension is considered by the Superintendent as in the best interest of the school district.

4. Non-Accumulative

Authorized absence days shall be non-accumulative.

5. Subject to Approval by Superintendent

Approval of authorized absence shall be by the Superintendent or his designated representative.

G. Unauthorized Absence

1. Definition

An unauthorized absence is defined as any absence by a secretary for reasons not authorized in the policies of the Board and without approval of the secretary's immediate supervisor or other administrative staff responsible for approval of leaves.

2. Termination for Reason of Unauthorized Absence

Any secretary who has two (2) consecutive days of unauthorized absence or five (5) days of unauthorized absence in any work year may be terminated due to abandonment or non-performance of duties. Secretaries terminated due to unauthorized absence shall not be entitled to terminal pay as provided in Article XII (c) (2).

H. Bereavement Leave

1. Five-Day Maximum Per Occurrence

A maximum of three days absence per occurrence or (five (5) days if the distance is more than 400 miles, one-way) without deduction in pay during any year may be allowed for reasons of death in the immediate family as defined herein.

2. Immediate Family defined

As used herein, "immediate family" shall designate the employee's spouse, children, parents, brothers, sisters, grandparents, grandchildren, and spouse's parents, grandparents, grandchildren, brothers and sisters by blood, adoption or marriage. Exceptions to the definition of "immediate family" may be requested and approved on a case-by-case basis by the office of the Assistant Superintendent of Human Resources.

3. No Accumulation

Bereavement leave time shall not accumulate.

4. Written Request and Approval

Any request for bereavement leave shall be in writing. Approval shall be granted by the Superintendent or his designated representative.

I. Personal Leave

1. Two Days Leave

Two (2) days absence without deduction in pay during any year may be allowed for personal leave for secretaries who work 30 or more hours per week. Unused personal leave days may not accumulate; however, any days of unused personal leave shall be credited as days of sick leave.

2. Approval of Leave

To be classified as personal leave, authorization must be secured prior to the day leave is taken except for instance of emergency. All requests for personal leave must be submitted concurrently to the secretary's immediate supervisor and to the Human Resources Office. Secretaries desiring to use personal leave shall submit their request in writing so it is received by the Human Resources Office at least five (5) working days in advance of the anticipated absence. In cases of an emergency not covered by emergency leave the notification for such leave must be made to the immediate supervisor on or before the day of leave by the normal absence reporting procedures, and a written request shall be submitted within three (3) days of the absence. This will also apply to use of Personal Leave, Approval of Leave. This will also apply to use of Personal leave on Emergency Closing days.

3. Limitation

Personal leave shall not be used for seeking other employment, rendering services, nor working either with or without remuneration for themselves, nor for anyone else, for hunting, for fishing, nor other recreational activities, nor because of severe weather when school is in session. Absent the existence of extenuating circumstances, which shall be determined solely by the Superintendent or his/her designee, and which such determination shall not be subject to further review or appeal, such leave shall not be granted for the first eight (8) or the last (5) duty days of the secretary's work year, for the first eight (8) days nor the last five (5) days of the school year, not on the first duty day preceding or following a holiday nor on any in-service days, except as authorized by the secretary's immediate supervisor.

4. No Accumulation

Personal leave shall not accumulate

5. Right to Reject

The district reserves the right to refuse requests on any given day due to the number of other absences or the demands of the secretary's job. Approval will be granted in the order of application except for clear emergency situations.

J. Political Leave

1. Candidacy for Public Office

Any secretary shall have the right to become a candidate for public office and to serve in such elective office unless there is a legal prohibition. An unpaid leave of absence not to exceed 2 years shall be granted to any secretary upon application for the purpose of campaigning for, or serving in, a public office. Such leave may be extended by mutual agreement of the secretary and the Board.

2. Use of District Equipment/Supplies Prohibited

No secretary shall use school equipment or supplies for the purpose of solicitation, promotion, election, or defeat of any candidate for public office.

3. Reinstatement

Reinstatement of a secretary on political leave shall be made when a suitable opening is available. Nothing herein shall be interpreted to assure a secretary of a position or building assignment identical to that previously held.

K. Inclement Weather Leave

1. Two Days Leave

A maximum of two (2) inclement weather days, per school year, are allowed for secretaries, to be used at the secretaries' discretion with notification to their Principal/Administrator, on days when the District closes all schools due to inclement Weather.

2. Accumulation

There is no accumulation of inclement weather days.

3. Exclusions

186 day secretaries will not be eligible for inclement weather days as they are scheduled off when the District is closed due to inclement weather.

ARTICLE VIII COMPENSATION

A. Salary Classes

1. All Positions Classified

Every secretary position in the bargaining unit shall be classified in accordance with the salary schedule provisions. At the time of initial employment, each secretary shall be placed in the appropriate Class for the position held. Placement will be on Step 1 for the appropriate Class.

2. Reclassification

Changes in classification of any secretary shall be based on a reassignment to duties and responsibilities commensurate with those duties and responsibilities required for positions in the new Class.

3. Classes Defined

Classes 1,3,4,5 Central Office and Sub-Administrative
Special Education

Class 2 High School, ATS, Fairfax Campus Class A

Class 6 High School, ATS, Fairfax Campus Class B
Middle School, Class B

Class 5 Middle School, Class A
Elementary School, High School Treasurers and Registrars

B. Salary Scale for 2009/2010

SALARY SCHEDULE 2009/2010

	CLASS	1	2	3	4	5	6
STEP							
1		\$139.34	\$131.52	\$110.01	\$105.36	\$98.77	\$92.55
2		\$149.10	\$140.73	\$117.71	\$112.74	\$105.68	\$99.03
3		\$157.61	\$148.37	\$124.05	\$118.81	\$111.37	\$104.32
4		\$168.64	\$158.76	\$132.74	\$127.13	\$119.17	\$111.62
5		\$184.17	\$172.81	\$144.46	\$138.35	\$129.64	\$121.44

1. No salary increase or step movement for 2009-2010.
2. Any secretary employed after March 1 shall not be eligible for step movement for the following year.

C. Step Placement

1. Secretaries are initially placed on Step 1, and remain on Step 1 for two (2) years.
2. After two (2) years Secretaries are moved to Step 2, and remain on Step 2 for one (1) year.
3. After one (1) year Secretaries on step two (2) are moved to Step three (3) for one (1) year.
4. After one (1) year Secretaries on step three (3) are moved to Step four (4) for one (1) year.
5. After one (1) year Secretaries on step four (4) are moved to Step five (5).

D. Extra Duty Pay

Secretaries may volunteer to be employed on an hourly basis to perform extra duty assignments at the rate of \$20.72 per hour for time worked after the secretary's regular dismissal time, and on days when schools are not in session and which stipulates this rate is at least 1.5 times each secretary's hourly rate for volunteer extra duty. Secretaries shall not be eligible for extra duty assignments, which would be considered time worked for overtime compensation.

E. Compensation for Required In-District Travel

Secretaries who, at the request of a district administrator, drive personal automobiles on district business shall be reimbursed at a rate determined by the Board.

F. Need To Alter Workdays

The Association recognizes that the Board may, from time to time, have need to alter the number of work days for a position in the bargaining unit to meet the changing needs of the District. The Board recognizes its obligation to meet and confer in good faith on the topic of the number of work days for the positions in the bargaining unit.

With these obligations and needs in mind, the parties agree upon the following items:

1. The Board shall certify in a timely manner to the Association, a list of the positions within the bargaining unit, the salary class in which each position is placed and the number of work days in the work year for each position. This list shall reflect the positions in existence as of March 31 of the contract year.

2. If the Board desires to change the number of work days for any position in the bargaining unit, notice shall be forwarded to the Association at least sixty (60) days prior to the time the change takes place.
3. If the Association objects to the change, it shall notify the Board of its objection at least thirty (30) days in advance of the proposed change. That change shall then not take effect until and unless such change has been a topic of discussion in the meet and confer process outlined in KSA 75-4321 et seq.
4. The Association recognizes the right of the Board to create new positions and modify vacant positions as the need arises. When new positions are created or when vacant positions are modified, the Board shall notify the Association of such new positions or modifications, including information as to the salary class and number of work days for the position. Neither new positions nor vacant positions shall be subject to paragraphs 1-3 above.

ARTICLE IX INSURANCE AND OTHER BENEFITS

A. Section 125 - Cafeteria Plan

The Board shall establish a flexible benefit plan intended to qualify as a “Cafeteria Plan” within the meaning of Section 125 (d) of the Internal Revenue Code of 1954 as amended, to provide for each secretary who is employed not less than 30 hours per week with a choice of receiving certain taxable and tax-free benefits provided by the Board.

B. Board’s Benefit Plan

Optional benefits to be offered to eligible secretaries through the Board’s benefit plan shall include at least the following:

- (a) Medical and Dental Insurance
- (b) Group Term Life Insurance
- (c) Salary Protection Insurance
- (d) Other appropriate miscellaneous coverages.

Selection of any option(s) by a secretary will be permitted upon original employment and, thereafter, prior to the beginning of each succeeding plan year. A secretary shall be permitted to change options once during the plan year to the extent allowed by law. If the District finds the need to reduce the number of investment companies participating in the optional benefits plan; the Secretary Bargaining unit shall be given advance notice and their input solicited.

C. Health Insurance

The Board of Education shall purchase for eligible secretaries the single, employee only, least expensive, base plan medical insurance coverage from a carrier selected by the Board, or pay an equal amount toward the purchase of an optional medical insurance policy offered by the same carrier.

D. Continued Monthly Allocations After Sick Leave Benefits Are Exhausted

For any eligible secretary who is not receiving salary compensation due to absence from duty because of personal sickness or injury of the secretary and exhaustion of all sick leave benefits, the Board shall continue the payments specified in Paragraph C for six (6) months from the month in which sick leave benefits are exhausted. No payments shall be made after separation of such secretary's employment with the district.

E. Voluntary Salary Reduction

A secretary shall be entitled once annually on forms provided by the Board to elect to have a portion of his/her salary used to purchase a benefit or benefits under the Board's benefit plan. Such reduction shall be applied to the secretary's salary before federal and state income tax is deducted.

F. Husband/Wife Combination Option of Medical Insurance Allocation

If both husband and wife are covered employees in the district's medical insurance plan, they may combine their monthly payment toward the purchase of medical insurance under the plan.

G. Health Insurance Eligibility Upon Retirement

A secretary who retires from USD 500 after attaining age 55 shall continue to be eligible to participate, at his/her own expense, in the health insurance plan provided to USD 500 secretaries. That eligibility shall continue to age 65 or until the retired secretary is eligible to purchase coverage to supplement that, which is provided by Medicare, whichever is later.

ARTICLE X

EVALUATION

A. Purpose of Evaluation

The purpose of the evaluation process shall be to assist individual secretaries in improving performance of assigned duties and to maintain a high level of performance by the secretarial staff.

B. Frequency of Evaluation

All new secretaries will be evaluated after three months of employment. During the first two (2) years of employment, all secretaries shall be evaluated yearly by June 1. Any secretary hired after April 1 shall not be required to have an evaluation completed by June 1 of the year of employment, but an evaluation of such an employee shall be completed prior to the completion of 90 calendar days of employment. After two (2) years of employment, a secretary shall be evaluated at least once every two (2) years. He/she shall also be evaluated during the first year after a change in worksite or major change in job responsibility.

More frequent evaluations may be completed if deemed necessary by the secretary's supervisor. The secretary may also request additional evaluations.

C. Evaluators

All evaluations will be completed by the secretary's immediate supervisor.

D. Secretaries Who Leave the District

An evaluation shall be completed by the immediate supervisor for any secretary who separates from the district by resignation or termination. If an evaluation has been completed within three months of the separation date, no additional evaluation will be required.

E. Documents

Evaluations shall be recorded on forms developed for the evaluation process. Such forms shall be developed jointly by the secretaries and the administration. The administration shall retain final approval. All evaluations shall be signed by the supervisor and the secretary. The signature of the secretary does not mean that he/she agrees with the evaluation but rather that the evaluation process is completed. A copy of all evaluations shall be given to the secretary, and a copy shall be filed in the secretary's personnel file in the Human Resources Office.

F. Right to Response

A secretary has a right to attach a written response to his/her evaluation. The response shall be placed in the secretary's personnel file with the evaluation. Any such response must be filed with the Human Resources Office within 10 days of the secretary's signing of the evaluation.

G. Confidentiality of Evaluation Documents

Evaluation documents shall be available only to the secretary, the Board of Education, the secretary's immediate supervisor, administrative staff, and other individuals who are

authorized in writing by the secretary.

ARTICLE XI

SEPARATION FROM SERVICE

A. Separation Due to Resignation

Unless otherwise provided by contract or specific policies of the Board affecting secretaries, any secretary who does not desire to continue in employment may resign by providing written or oral notice to the secretary's immediate supervisor.

1. Written Notice of Resignation

Any such notice shall be provided in writing not less than ten (10) working days prior to the anticipated date of termination of service. Failure to provide such notice shall result in loss of any accumulated vacation time and any other benefits other than earned wages, which may have been accumulated by the secretary.

2. Oral Resignation

Any secretary who orally notifies his/her supervising staff member or a responsible line administrative officer that he/she will discontinue service to the district and fails to report for regular duty but does not submit a written resignation shall be presumed to have resigned and employment shall be terminated by the Board upon recommendation of the Superintendent, except that notice of such pending termination shall be mailed to the secretary at the last official address filed by the secretary with the district. Such notice shall be mailed five (5) days prior to final action by the Board.

3. Resignation Final

Any written resignation submitted to the secretary's supervisor shall be accepted and no resignation submitted to the secretary's immediate supervisor may be rescinded, withdrawn or retracted except by authorization of the Board. An oral resignation becomes final when the Board takes action.

B. Separation Due to Staff Reduction

1. Manner of Staff Reduction

Reduction in the number of secretaries due to a general retrenchment, closing of school, or termination of a service or activity and which requires the termination of services of any number of secretaries shall be done in such manner as will be fair and equitable to the secretaries affected and shall generally be based on factors relating to length of service, but shall also preserve the right of the Board to retain any secretary whose skills are determined by the Board to be essential to efficient operation of the district. The decision to reduce staff shall be solely and

exclusively made by the Board.

2. Staff Reduction Transfer

Where possible, a secretary affected by staff reduction and whose work is satisfactory shall be provided an opportunity to transfer to other open positions for which he/she is trained and qualified, within (1) the secretary's current class and (2) an amount equal to or less than the secretary's current number of duty days. Prior experience with the District will weigh favorably with the secretary.

ARTICLE XII DISCIPLINE, SUSPENSION, TERMINATION

A. Discipline

1. Disciplinary Action

Disciplinary action is defined as any action taken by the Board or by a responsible supervisor of any secretary as a result of any action or failure to properly act on the part of the secretary and which may be a factor in the suspension, termination, non-renewal or other specific diminution in the benefits of the secretary and which is recorded and made a part of the specific work record of the secretary. Informal discussions or suggestions for work improvements not subsequently made an action of record shall not be considered a disciplinary action. Following an investigation from which discipline is reasonably anticipated for a specific secretary, the supervisor shall, prior to meeting with the secretary for whom discipline is anticipated, advise the secretary that he or she is entitled to representation in the meeting.

2. Just Cause Required

Disciplinary action shall be for just cause.

3. Written Reports

Any written letter or notification of reprimand and any report of a disciplinary conference shall be considered a disciplinary action and shall be made a part of the personnel file of the employee.

4. Employee Notification and Response

A copy of any written report of disciplinary action shall be given to the secretary and the secretary shall have the right to file with the report a statement of clarification or refutation. Any complaint against a secretary shall promptly be called to the attention of the secretary. Any complaint not called to the attention of the secretary shall not be used as the basis for any disciplinary action against

the secretary.

5. Prior Discussion

No disciplinary action shall be taken against any secretary until the cause for and nature of, the action have been discussed with the secretary.

B. Suspension

1. Suspension From Duty/General Conditions

Any secretary may be temporarily suspended from duty by the Superintendent or a designated representative of the Superintendent as a disciplinary measure, because of an inability to perform the essential functions of his/her job which interferes with the performance of duties; as a preliminary action to termination of employment or dismissal; when the continued presence of the secretary may endanger the well being of students or other employees or the security of the district property or for any other reason which could result in the termination of employment of the secretary.

2. Right of Appeal

Any secretary suspended from duty shall have the right to appeal such suspension through the grievance procedure.

3. Salary Payments During Short-Term Suspension

When the suspension is for disciplinary reasons, payment for salary may be withheld upon order of the Superintendent or his/her designee.

4. Salary Payments Preceding Termination

Temporary suspension from duty may be made as a preliminary action preceding termination of employment by the Board except that in the event of termination of employment, the secretary shall be paid not less than ten days' wages following suspension and notification of intent to recommend termination of employment.

C. Termination of Employment by the Board

Employment of any secretary may be terminated by the Board upon recommendation of the Superintendent.

1. Notice of Termination

Any secretary whose termination of employment is to be recommended to the Board by the Superintendent shall be given prior written notice of such intent sent to the last official address filed with the district by the secretary.

2. Terminal Pay

Subject to Article VII (G) (2) any secretary whose services are terminated by the Board for reasons other than cause shall receive compensation for not less than ten days' employment subsequent to receipt of notice of the Superintendent's intent to recommend termination.

3. Termination Review by Board

a. Any secretary whose employment is terminated may request and will be granted an opportunity for a hearing before a committee of Board members who shall consider relevant evidence and recommend to the Board such action as they deem proper. Any request for termination review shall be filed in writing with the Clerk of the Board within ten (10) days of the date of notification of termination of employment. Time and place of the hearing shall be established by the Board. Such review hearing shall be in lieu of any grievance proceeding provided by the terms of this agreement.

b. Termination by the Board shall be for just cause.

4. Board Decision Final

The decision of the Board following a termination review hearing shall be the final administrative action by the employer.

D. Just Cause Defined

Grounds for just cause include but are not limited to:

- 1) Inefficiency or incompetence in the performance of duties, or inability to perform the duties;
- 2) Negligence in the performance of duties;
- 3) Careless, negligent or improper use of district property.
- 4) Failure to maintain satisfactory and harmonious relationships with the public and fellow employees.
- 5) Habitual or flagrantly improper use of leave benefits.
- 6) A habitual pattern of failure to report for duty at the assigned time and place or to remain on duty;
- 7) Gross misconduct or conduct grossly unbecoming a district employee;
- 8) Conviction of a criminal act;
- 9) Immoral conduct;
- 10) Willful abuse or misappropriation of district funds, materials, property or equipment.
- 11) Making a false statement of material fact in the district's application for

- employment;
- 12) Participation in any action that would in any way seriously disrupt or disturb the normal operation of the district.
- 13) Willful damage to or destruction of district property;
- 14) Willful endangerment of the lives or property of others, or both;
- 15) Possession of unauthorized firearms or other lethal weapons while on the job;
- 16) Mistreating, neglecting or abusing students;
- 17) Refusal to accept a reasonable and proper assignment from an authorized supervisor (insubordination);
- 18) Being under the influence of alcohol or drugs while on the job;
- 19) Knowingly releasing confidential information from official records;
- 20) Use of secretary's employment position, use of the secretary's time on the district job or use of district property or facilities by the secretary in connection with a political campaign;
- 21) Gross carelessness or gross negligence;
- 22) Grossly improper use of district property;
- 23) Sexual harassment arising out of or in connection with employment; and
- 24) Violation of district policy.

ARTICLE XIII RESOLUTION OF GRIEVANCES

The purpose of grievance procedures is to secure at the lowest possible administrative level equitable solutions to grievances.

A. Definitions

- 1. Grievance: A charge by one or more secretaries or the Association, which alleges a violation, misapplication or misinterpretation of this agreement.
- 2. Grievant: The secretary(s) or the Association presenting a grievance.
- 3. Department: Any school office or administrative unit of the Board.
- 4. Immediate Supervisor: The supervisory staff member in the department or building unit wherein the grievance exists and who assigns and supervises the secretary(s) work and approves his/her time record or evaluates his/her work performance.
- 5. Party in Interest: A person or group of persons, including the Board through its staff, who might be required to take action or against whom action might be taken in order to resolve the grievance.

B. Procedures for Resolution of a Grievance

Since it is important that grievances be processed as rapidly as possible, the number of

days indicated at each level shall be considered as maximum and an effort shall be made to expedite the process. Time limits specified may be extended by mutual agreement.

1. Level I: A secretary with a grievance shall first discuss it personally with his/her immediate supervisor with the objective of resolving the matter informally. Any such grievance shall be presented to the immediate supervisor by the secretary within a period of ten (10) days after the incident occurs specifying the grievance and requesting a conference to discuss it. Level I is optional.
2. Level II: In the event that the secretary is not satisfied with the disposition of the grievance at Level I or in the event that no decision has been rendered within five (5) days after presentation of the grievance, the secretary may present it as a formally written grievance to the immediate supervisor in the form prescribed herein and filing of such form shall be considered as a request for a conference to discuss the grievance.
 - a. Within five (5) days following presentation of the grievance, the immediate supervisor shall discuss the grievance with the secretary and if the secretary so elects, he/she may be represented by any person or representative of an organization of his/her choosing. If the secretary elects to be so represented, then the immediate supervisor shall have the option to be represented by the Superintendent or a designated representative of the Superintendent. In the event that both the secretary and the supervisor choose such representation, Level III procedures may be waived at the election of either party.
 - b. Within five (5) days after discussion of the written grievance, the immediate supervisor shall make a decision and communicate the same in writing to the secretary presenting the grievance.
3. Level III: In the event that the grievant is not satisfied with the disposition of the grievance at Level II, the grievant may file the grievance in writing with the Superintendent either within ten (10) days after receiving a response at Level II or within fifteen (15) days after discussion of the written grievance at Level II, if no response is received.
 - a. Within ten (10) days after receipt of the grievance, the Superintendent or a designated representative shall meet with the grievant in an effort to resolve it. A designated representative must be an administrator who is not named in the grievance and who has not advised the immediate supervisor relative to the matters contained in the grievance.
 - b. The grievant may be represented by any person or representative of an organization of his/her choosing. The administration may be represented at this hearing by a person of its choosing.

- c. The grievant or the administration may have witnesses at this hearing, provided that the grievant shall present his or her list of witnesses to the Superintendent and the administration shall present its list of witnesses to the grievant not less than three (3) days before the date of the hearing. Failure to timely present such a list shall preclude the use of witnesses at the hearing or shall extend for a like number of days the time limits for scheduling the hearing date. If after the presentation of the respective list of witnesses the grievant or the administration so requests, the hearing date shall be postponed by five (5) days.
 - d. The decision of the Superintendent, or a designated representative, shall be given to the grievant in written form within ten (10) days after meeting with the grievant.
4. Level IV: In the event that the grievant is not satisfied with the disposition of the grievance at Level III, or in the event no decision has been rendered within seven days after the grievant has first met with the Superintendent or a designated representative, the grievant may file the grievance in writing within seven (7) days with the Clerk of the Board.
- a. Within ten (10) school days after the first meeting of the Board at which the written grievance is presented, the Board or hearing examiner(s) appointed from its members shall meet with the grievant for the purpose of resolving the grievance.
 - b. The grievant may be represented by any person or representative of an organization of his/her choosing. The administration may be represented at this hearing by a person of its choosing.
 - c. The grievant or the administration may have witnesses at this hearing, provided that the grievant shall present his or her list of witnesses to the Superintendent and the administration shall present its list of witnesses to the grievant not less than three (3) days before the date of the hearing. Failure to timely present such list shall preclude the use of witnesses at the hearing or shall extend for a like number of days the time limits for scheduling the hearing date. If after the presentation of the respective list of witnesses the grievant or the administration so requests, the hearing date shall be postponed by five (5) days.
 - d. Any Board hearing examiner(s) appointed shall make a report of finding and recommendations to the Board and the decision of the Board shall conclude the district's grievance process.
 - e. The hearing examiner(s) shall make their report to the Board within ten (10) days following the conclusion of the hearing or at the first Board meeting thereafter. The Board shall make a final disposition of the matter

in not less than seven (7) days after receiving the report or at the first Board meeting thereafter unless the Board determines a need for further testimony or information. In such case, the Board's decision shall be made and given to the secretary within ten (10) days after receipt of such additional testimony or information.

- f. The final decision of the Board shall be given to the secretary in written form within seven (7) days after the decision is made.

C. Miscellaneous Grievance Resolution Provisions

1. Forms

Forms for the filing of grievances shall be furnished by the Superintendent's office and shall conform to the provisions of Article XIII of this Agreement. Grievance forms may be obtained from the principals, the Human Resources office or the Association.

2. Written Material Required

Beyond Level I in the grievance procedure, all related facts, appeals, and decisions shall be in writing.

3. Closed Hearings

All grievance hearings and conferences shall be closed to individuals, groups, and organizations not directly involved in the hearing.

4. Separate Files

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the party(s) in interest.

- 5. No reprisals of any kind shall be taken by the Board or by any member of the administration against anyone by reason of his/her participation in the grievance procedure

6. Right to Informal Discussion

Nothing herein contained will be construed as limiting the right of any secretary having a complaint or dispute to discuss the matter informally with any appropriate member of the administrative staff.

7. Initial Filing at Level III

If the grievance is such as to be beyond the authority of the immediate supervisor, such grievance may be initiated and filed at Level III

8. Days

Days when the secretary is not scheduled to be on duty shall be excluded in computing the number of days within which action must be taken or notice given, except that after the end of the work year, days shall be counted as days on which the central office of the Board is regularly open for business.

ARTICLE XIV RIGHTS OF THE ASSOCIATION

A. Membership Communication

1. Use of Mail Boxes, Bulletin Boards and SIP

Duly authorized representatives of the Association shall be allowed to place Association notices, circulars, or other material (exclusive of local, state, and national political campaign material) dealing with activities or concerns of the Association in building mailboxes and on bulletin boards that are accessible to school employees. A copy of any such notices, circulars, and other material shall be provided to the building principal or supervisor before being placed in mailboxes or on bulletin boards. Subject to approval of the Superintendent, the association may access the SIP for the purpose of announcement of meetings, copy of notices and circulars, in accordance with the district procedures for submitting information to the SIP.

2. Meeting with Representative During the Work Day

A duly authorized representative of the Association may meet with a secretary or secretaries during the duty free lunch period. The principal or staff member in charge shall be notified in advance of the meeting. The location of the meeting shall be approved by the principal or staff member in charge. Any meeting between a secretary or secretaries and an Association representative shall be scheduled so as not to interfere with nor interrupt the education program or other responsibility.

B. Use of School Facilities and Equipment

1. Advance Authorization Required

The Association may be authorized to use various schools and meeting rooms therein provided that authorization for such use has been secured at least twenty-

four (24) hours in advance from the principal or administrator in charge of the building and provided further that no such meeting shall extend beyond 5:00 p.m. and shall not interfere with activities of the school.

2. Use of Building After 5:00 p.m.

Any use of buildings after 5:00 p.m. by the Association shall be on the basis of Board policy relating to general public use of facilities.

3. Use of School Equipment

No school equipment shall be employed in the conduct of Association activities except as provided in Board policy.

C. Dues for Membership in NEA-KCK

1. Authorization of Deduction

Upon written authorization by the individual secretary executed on an approved form, membership dues in NEA-KCK will be deducted from the secretary's salary and remitted to NEA-KCK at the rate of 1/12th of the total annual dues amount per month beginning in September and ending in August.

2. Initiation and Continuation

Such authorization forms for dues deduction shall be filed at any time during the school year, but the Board shall not be required to make new deductions from the payroll for any month except for September if the authorization is delivered to it later than the first day of the month in which the deduction is to be made. For September, the authorization shall be done on or before the 10th day. Deductions shall continue in succeeding years unless and until authorization for deduction is modified or revoked in writing by NEA-KCK or the secretary or the secretary's employment is terminated.

3. Filing and Notification Requirements

NEA-KCK shall be responsible for filing of all authorizations with the Board in a timely manner as set forth in Section C., paragraph 2.

4. Responsibility for Remittance of Dues

If a payroll warrant is not issued to a member during any one or more of the months covered in the period indicated, the Board assumes no responsibility for payments not made to NEA-KCK.

5. Release and Indemnification

NEA-KCK shall indemnify and hold the Board harmless from any liability resulting from any and all claims, suits, or any action arising from compliance with the provisions of this agreement, or in reliance on any list, notice, certification, or authorization furnished under this agreement between the parties for deduction.

D. Leave for Association Purposes

Designated secretary representatives of the Association shall be entitled, upon advanced notice of at least five (5) working days and approval of the Superintendent of Schools or his designated representative, to draw on a bank of twelve (12) days of leave for the purpose of conducting business of the Association. Such leave shall not be granted during the first or last (10) working days of the school year nor during the first or last ten (10) working days of an individual secretary's duty year, nor on any district in-service day if the secretary is expected to attend an in-service program. The Association agrees to reimburse the district for the cost of substitute secretaries for any of the six (6) days of leave after the first six (6) days of leave are taken if the district hires a substitute.

E. Copies of the Agreement

Copies of this agreement shall be reproduced at the expense of the Board and one copy shall be presented to each secretary now employed by the Board during the term of this agreement. The Board shall furnish fifteen (15) copies of this agreement to the association for its use.

Memorandums of Understanding

1. Included in this agreement is a memorandum of understanding that will continue the Secretary committee consisting of no more than eight individuals, four from the bargaining unit and four from administration. This committee will be charged with the collaborative update, and review of secretarial training, and salary schedules. The committee is to make appropriate written recommendations to the Assistant Superintendent of Human Resources as necessary. Additional charges include; research and provide suggestive procedures to address secretary's concerns regarding student's dismissal; coordinate with Student Services to develop a procedural manual and provide training for all school secretaries regarding enrollment, transfer, and removing students from the system. Conduct mandatory refresher course in SILK training for all school secretaries.
2. Included in this agreement is a memorandum of understanding that the secretary unit and the administration will participate in Interest Based Bargaining (IBB).
3. Secretary Representatives to the negotiation team will identify members to participate in the Strategic Planning Committee for the Implementation of the District Bullying Policy.
4. Semi-Annual training by a vocational specialist will be provided at the cost of the District regarding best practices for those, whose primary duties are in front of a computer screen.
5. Via the Insurance Committee, health providers be asked to provide increased vision insurance coverage or services.
6. A study of vision protection will be conducted to determine what solutions are available. The secretary representatives to the insurance committee will convey concerns regarding protection raised during the IBB process.
7. Human Resources will provide information to school administrators about the concerns of students left in the office area after dismissal.
8. Human Resources will provide an information sheet to all school personnel detailing policies regarding student supervision and secretary's concerns.
9. Provide secretaries a checklist of selected laws. Provide staff development on laws that pertain to topics, which are normal to secretary's responsibilities. Provide periodic updates, electronically, and written Question and Answer briefs quarterly.
10. A sub-committee of the negotiation team shall research pay equity between the various secretary positions and bring recommendations to the 2009-2010 negotiations.

11. The following topics shall be referred to the secretary/district committee for discussion; job descriptions, substitutes for secretaries, input on training, comp time, mentors for new secretaries, rotating flex-time, keeping union work within the union.