

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

COLUMBIA SCHOOL DISTRICT NO. 93

AND THE

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 773

July 1, 2018 - June 30, 2020

PREAMBLE

This Agreement is entered into between the Columbia School District No. 93 (hereinafter the "District") and the Laborers' International Union of North America, Local 773 (hereinafter the "Union") this 1st day of June, 2018 the term of Agreement shall begin July 1, 2018 and shall end June 30, 2020.

**ARTICLE I
DEFINITIONS**

Section 1.1 "Bargaining Unit."

The defined group of employees identified in Section 2.1 of this Agreement represented by the Union in negotiations for a collectively bargained agreement with the District.

Section 1.2 "Union."

Laborers' International Union of North America, Local 773, the union elected by employees in the bargaining unit to represent the unit to negotiate a collectively bargained agreement with the District.

Section 1.3 "District."

The Columbia Public School District No. 93, the Board of Education and its administration, collectively.

Section 1.4 "Board" or "Board of Education."

The representative body elected by the registered voters of the Columbia School District of Boone County to exercise general supervision over the schools of the

District, and to ensure that the schools are maintained as provided by the state statutes, the rules and regulations of the Missouri State Board of Education and/or the Missouri Department of Elementary and Secondary Education, and the policies, rules and regulations of the District in a manner accountable to the electorate, and responsive to the educational needs and the imposed financial constraints of the District.

Section 1.5 "Parties."

The District and Laborers' International Union of North America, Local 773, collectively.

**ARTICLE II
RECOGNITION**

SECTION 2.1 Recognition.

The District recognizes the Union as the exclusive bargaining representative of: "all full-time and part-time Custodians, including Lead Custodians and Head Custodians, excluding the Director of Facilities and Construction Services, the Assistant Director of Facilities and Construction Services, custodial area supervisors, temporary custodians, Maintenance Workers, and all others."

The Union was certified as the exclusive bargaining representative of the above-described unit by the District's Board of Education, following an election by those employees in the unit on the 28th day of February, 2014.

**ARTICLE III
NEGOTIATION PROCEDURES**

SECTION 3.1 Term of Agreement.

This Agreement shall be in effect from July 1, 2018 or such later date as may be shown above through June 30, 2020. All matters within the scope of bargaining have been negotiated and agreed upon. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the District and the Union. The Parties each voluntarily and unqualifiedly waive any rights which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively during the term of this Agreement with respect to any matter, even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed the Agreement.

SECTION 3.2 Establishment of Ground Rules.

Specific rules for the conduct of the negotiations consistent with policies and parameters established by the Board may be established by agreement of the Parties

prior to commencement of negotiations. Pursuant to Board Policy HA, the Union must notify the superintendent or designee in writing of any items for negotiation no later than December 1 of the school year in which negotiations will occur. The notice must reasonably specify the item(s) the Union desires to negotiate and reasonably explain how the suggested change will positively benefit the educational goals of the district. Failure to meet these notice requirements will preclude the item from negotiation unless both Parties agree otherwise.

SECTION 3.3 Contract Ratification.

All dues paying members in good standing with the Union shall be permitted a reasonable opportunity to vote on ratification of this Agreement. The Union will notify the Board, via the Superintendent, in writing of the outcome of the vote. If ratified by the eligible voters in the Bargaining Unit, the Agreement will be submitted to the Board of Education for approval.

SECTION 3.4 Reopeners.

Salary Schedule. Article VI, Section 6.1 relating to salary schedules for members of the Bargaining Unit may be reopened for negotiations each school year pursuant to the procedures of this Agreement. In addition to consideration of operation of the salary schedule (Exhibit A), modifications to the existing salary schedule will be considered.

ARTICLE IV DISTRICT RIGHTS AND AUTHORITY

SECTION 4.1 Agreement Consistency with Board Policy.

The Union and the District agree to follow the terms of this Agreement to the extent the terms of this Agreement are consistent with the tents of the Board of Education policies and/or regulations and applicable law. In the event of a conflict or inconsistency in the terms of this Agreement and Board policies and/or regulations, this Agreement shall govern. In the event of a conflict or inconsistency in the terms of this Agreement and applicable law, applicable law shall govern.

SECTION 4.2 District Authority Altered Only by Specific and Express Agreement.

It is understood and agreed that the District possesses the right and authority to operate and direct the employees of the District in all respects including, but not limited to, all rights and authority exercised by the District prior to the execution of this Agreement except as expressly and specifically limited in this Agreement. The authority and powers of the District as prescribed by the statutes and the Constitution of the State of Missouri and the United States shall continue unaffected by this Agreement except as expressly limited by the provisions of this Agreement. These rights and authority include, but are not limited to, the following:

To determine the District's mission, objectives, and budget and to determine and set all standards of service offered to the public:

1. To maintain executive management and administrative control of the District and its properties and facilities and the activities of its employees as related to the conduct of District affairs;

2. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction and the performance of professional duties according to current Board policy or as the same may from time to time be amended, and to introduce new or improved methods, equipment and facilities;
3. To establish, modify or eliminate programs, curricula and/or courses of instruction, including special programs and athletic, recreational and social events for students. To determine whether to provide or purchase goods and services and to determine the methods, means and number of personnel needed to carry out the District's mission, all as deemed necessary or advisable by the Board;
4. To hire all employees and to determine their qualifications.
5. To determine employee's wages, hours and conditions for employment or continued employment and subject to the provisions of existing law and the terms of this Agreement;
6. To discipline, dismiss, demote, evaluate, promote, transfer or lay off any employee subject to the terms of this Agreement;
7. To determine the academic calendar; and
8. To determine the duties, responsibilities, and assignments of those individuals in this bargaining unit.

SECTION 4.3 District Authority to Make Changes without Negotiations Reserved Unless Otherwise Agreed.

The Union and the District agree that the District specifically reserves the right to unilaterally change past practices, Board of Education policy or regulations without negotiations with the Union prior to any such changes unless otherwise agreed in this Agreement. In the event that Board of Education policy directly applicable to members of the Bargaining Unit are revised by the District during the term of this Agreement, the District shall make reasonable best efforts to provide the Union with advance written notification of such revisions prior to their adoption by sending correspondence regarding Board Policy Committee meeting agendas to Rex Taggart or his successor prior to the meetings of the Committee.

**ARTICLE V
INDIVIDUAL AND UNION RIGHTS**

SECTION 5.1 Labor/Management Committee

A Labor/Management committee will be established to provide a forum for communications and to deal with select matters of mutual concern during the term of this Agreement. The committee will be subject to the following guidelines:

1. The committee will consist of 3 members of the District management appointed by the Superintendent and 3 members and the Union Field Representative of the Bargaining Unit, for a total of 4 Union participants, appointed by the Union. The District Superintendent or designee and Union designee(s) may establish rules and procedures for the proper functioning of the committee.
2. Committee meetings shall not be considered contract negotiations.
3. Committee will meet as needed, as mutually determined by the parties.

SECTION 5.2 Bulletin Boards.

The District will allow bulletin boards, subject to size and place limitations and pre-approval by the Superintendent or designee, in each District building, boards to be provided by the Union or use of and to be used only by the Union for posting notices bearing the official written approval of the union. Copies of all notices posted shall be made available to the District at the time the notices are posted. In no event shall a bulletin board be used for political candidate purposes or for any purpose that will in any way harass or injure the District, its employees, patrons or students, or the positive public reputation of the District or its employees. The District will afford Union designee reasonable access for the purpose of posting on identified bulletin boards by pre-approval of Superintendent or designee.

SECTION 5.3 Right to Representation.

Custodians will have the right to the presence of a representative when meeting with a supervisor regarding a job-threatening disciplinary action (suspension or discharge), if requested by the employee. This provision shall not apply if the meeting is the first meeting regarding a particular issue called by the supervisor. Meetings which allow for a third-party representative will be scheduled at least 24 hours in advance whenever practicable and are not required to be rescheduled to conform to the representative's schedule. A representative for such meetings must be an employee of the Union and provide at least 12 hours' advance notice of the intent to attend the meeting. The representative requirement does not apply when immediate action is required by the administration, when the meeting is for investigatory purposes, or if waived by the employee. Administrators or supervisors may exclude the representative if the representative fails to conduct themselves in an appropriate, professional manner.

SECTION 5.4 Salary Deductions.

The Board authorizes voluntary payroll deductions from compensation earned by members of the Bargaining Unit. The Member of the Bargaining Unit must provide written authorization of all deductions to the District's designee and the amount deducted will be remitted to Laborers' International Union of North America, Local 773. The District shall not be responsible for any good-faith error in the administration of this service. Within fifteen (15) days following each month end, the District will provide the Union with a listing of payroll deductions for Union membership dues along with payment. Union Dues will be considered an annual membership and go from fiscal year to fiscal year. Written notice of enrollment or revocation must be

provided by the Member of the Bargaining Unit between May 15 and June 15 each year. District will stop Union dues the first pay period after June 30 in the event of revocation.

SECTION 5.5 Seniority.

The District shall determine seniority by the employee's most recent date of hire as an employee of the District.

SECTION 5.6 Snow/Ice Removal Pay.

In the event an employee is called in by the District to perform snow/ice removal during time outside of their regularly-scheduled shift, the employee shall be paid at the rate of one and one-half (1 ½) times the employee's regular rate of pay for all hours worked removing snow/ice during time outside of the employee's regularly-scheduled shift. In the interest of employee, student, and patron safety, on days when the school day is cancelled or shortened due to inclement weather, employees regularly scheduled to work an evening shift may be directed to report to work daytime hours for snow/ice removal at their regular rate of pay.

SECTION 5.7-Meal and Rest Breaks.

Each employee scheduled to work six (6) or more consecutive hours may receive an unpaid, 30-minute meal break. An employee may take the meal break after one-half of the employee's daily work shift is complete. The meal break may be interrupted as the needs of the building dictate. An employee may leave the school premises for the entirety of the meal break, however, the employee must follow proper time recording procedures, including clocking out and clocking back in after the 30-minute break.

Each employee scheduled to work five (5) or more consecutive hours may receive a paid, 15-minute break. This break will begin two (2) hours after the employee's daily work shift begins. The employee is to remain on the clock during this 15-minute break and may not leave the school building. Rest breaks cannot be combined, or taken concurrently, with meal breaks.

SECTION 5.8 Job Postings. Custodial positions of a promotional nature (which exclude day porter, night custodian, and permanent substitute/floater positions) will be posted on the District's Custodial Services webpage for a minimum of 5 days. The Director of Custodial Services will make reasonable efforts to inform the schools' head custodians of these promotional opportunities orally, by email, or through printed job postings so that information can be shared within the District. Those applying for custodial promotional positions will follow the procedures of the District's online job application system.

Each application will be reviewed by department and District administration based on the following factors, in no particular order or priority:

1. The needs of the District;
2. The applicant's work performance and evaluations;
3. Training, experience, and work experience;

4. Qualifications; and
5. Seniority and service to the District.

SECTION 5.9 Progressive Discipline.

Disciplinary actions by the District may include the following four steps: oral warning, written reprimand, suspension without pay, or discharge/termination. The extent of any disciplinary action will be proportionate to the seriousness of the infraction and past infractions, and any step may be skipped in the discretion of the District in order to effectively and efficiently address misconduct.

SECTION 5.10 Grievance Procedure.

Pursuant to Board Policy GBM, a grievance is defined as an allegation by an individual employee that a collective bargaining agreement or a specific, written, Board-adopted policy or regulation has been violated or misinterpreted. A grievance does not include concerns regarding performance evaluations or remedial documents, nonrenewal of contracts, employee discipline, reduction in force or termination. This policy does not apply if another Board policy or regulation or state or federal law provides due process, a hearing or a different method for addressing the issue.

Grievances must be filed within 14 days of the occurrence that is the basis of the grievance. The grievance must be in writing, on the forms provided by the district, and include a copy of the provision of the collective bargaining agreement, policy or regulation alleged to be violated or misinterpreted, as well as a statement of the relief requested.

For a complete listing of the grievance procedure afforded to full-time and part-time employees please contact Human Resources at (573) 214-3423 or refer to Columbia Public Schools, Policy GBM:

<https://simbli.eboardsolutions.com/ePolicy/policy.aspx?PC=GBM&Sch=42&S=42&C=&RevNo=1.11&T=A&Z=P&St=ADOPTED&PG=6&SN=true>

As set forth in Section 4.3, herein, Board Policy GBM may be changed unilaterally by the Board of Education and in the event of such change, the District shall provide notice to the Union as set forth by Section 4.3.

SECTION 5.11 Time Off Requests.

Members of the Bargaining Unit may take leave pursuant to Board Policy GDBDA. Employees will be provide reasonable notice that “Vacation” or “Paid Personal” time requested in a timely manner has been approved or not.

ARTICLE VI COMPENSATION

SECTION 6.1 Salary Schedule.

The Salary Schedule attached hereto as Exhibit A is incorporated by reference into this Agreement as if fully set forth herein. The District will allow a step for experience in a manner consistent with the previously established practice and procedure.

ARTICLE VII GENERAL PROVISIONS

SECTION 7.1 Governed by Missouri Law.

This Agreement shall be subject to and interpreted in accordance with the laws of the State of Missouri.

SECTION 7.2 Savings Clause

If any of the provisions of this Agreement are found or deemed by a court of competent jurisdiction to be invalid or unenforceable, they shall be severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement.

SECTION 7.3 Execution in Counterparts. This Agreement may be executed in two (2) or more counterparts and all counterparts so executed shall for all purposes constitute one agreement, binding upon all parties.

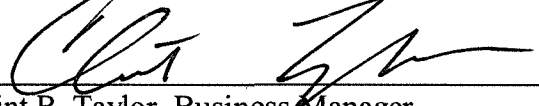
Parties, by the signatures below, represent that this Agreement has been executed by their duly authorized representatives as of the Effective Date.

SECTION 7.4 New Hire Orientation.

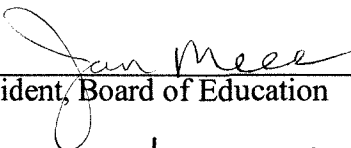
The District agrees to provide contact information for the Union to the new employees who are eligible for membership in the Bargaining Unit.

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 773

BY:  _____
John Penn, LiUNA Special Trustee

BY:  _____
Clint B. Taylor, Business Manager
Southern & Central Illinois District Council

COLUMBIA SCHOOL DISTRICT NO. 93

By:  _____
President, Board of Education

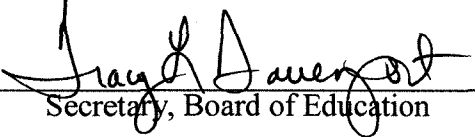
ATTESTED BY:  _____
Secretary, Board of Education

Exhibit A

**Columbia School District
Custodial Salary Schedule
261 days (8 hour days)
2018-19**

	\$10.55						
	Day Porter and Substitutes	Night Custodian	Elem Night Lead/ Floater	DHS, Core, Aslin & Small Elem Head	Large Elem & CACC Head	MS Head, HS Lead	
	1	2	3	4	5	6	
	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Hrly Rate	Step
1	\$10.55	\$10.80	\$11.40	\$11.80	\$12.30	\$12.80	1
2	\$10.87	\$11.12	\$11.74	\$12.15	\$12.67	\$13.18	2
3	\$11.18	\$11.45	\$12.08	\$12.51	\$13.04	\$13.57	3
4	\$11.50	\$11.77	\$12.43	\$12.86	\$13.41	\$13.95	4
5	\$11.82	\$12.10	\$12.77	\$13.22	\$13.78	\$14.34	5
6	\$12.13	\$12.42	\$13.11	\$13.57	\$14.15	\$14.72	6
7	\$12.45	\$12.74	\$13.45	\$13.92	\$14.51	\$15.10	7
8	\$12.77	\$13.07	\$13.79	\$14.28	\$14.88	\$15.49	8
9	\$13.08	\$13.39	\$14.14	\$14.63	\$15.25	\$15.87	9
10	\$13.40	\$13.72	\$14.48	\$14.99	\$15.62	\$16.26	10
11	\$13.72	\$14.04	\$14.82	\$15.34	\$15.99	\$16.64	11
12	\$14.03	\$14.36	\$15.16	\$15.69	\$16.36	\$17.02	12
13	\$14.35	\$14.69	\$15.50	\$16.05	\$16.73	\$17.41	13
14	\$14.66	\$15.01	\$15.85	\$16.40	\$17.10	\$17.79	14
15	\$14.98	\$15.34	\$16.19	\$16.76	\$17.47	\$18.18	15
16	\$15.30	\$15.66	\$16.53	\$17.11	\$17.84	\$18.56	16
17	\$15.61	\$15.98	\$16.87	\$17.46	\$18.20	\$18.94	17
18	\$15.93	\$16.31	\$17.21	\$17.82	\$18.57	\$19.33	18
19	\$16.25	\$16.63	\$17.56	\$18.17	\$18.94	\$19.71	19
20	\$16.56	\$16.96	\$17.90	\$18.53	\$19.31	\$20.10	20
21	\$16.67	\$17.06	\$18.01	\$18.64	\$19.43	\$20.22	21
22	\$16.77	\$17.17	\$18.13	\$18.76	\$19.56	\$20.35	22
23	\$16.88	\$17.28	\$18.24	\$18.88	\$19.68	\$20.48	23
24	\$16.99	\$17.39	\$18.35	\$19.00	\$19.80	\$20.61	24
25	\$17.09	\$17.50	\$18.47	\$19.12	\$19.93	\$20.74	25
26	\$17.09	\$17.60	\$18.58	\$19.23	\$20.05	\$20.86	26
27	\$17.09	\$17.60	\$18.70	\$19.35	\$20.17	\$20.99	27
28	\$17.09	\$17.60	\$18.70	\$19.47	\$20.30	\$21.12	28
29	\$17.09	\$17.60	\$18.70	\$19.47	\$20.42	\$21.25	29
30	\$17.09	\$17.60	\$18.70	\$19.47	\$20.42	\$21.38	30

*Note: Step 11 is the maximum entry level for custodians.
Number of hours worked per day and days worked per week may vary upon assignment*