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AGREEMENT

**Police Officers and Communications Clerks
(July 1, 2022 through June 30, 2023)**

Between

The School District of Springfield, R-12

and

Springfield Education Police Services (SEPS)

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AGREEMENT

The School District of Springfield, R-12 ("District") and the Springfield National Education Association ("Association"), enter into this initial Agreement on this ____ day of June 2022.

ARTICLE 1 – PREAMBLE

Section 1. It is the purpose of this Agreement to promote mutual cooperation and understanding between the Springfield National Education Association (SNEA) representing the Springfield Education Police Services (SEPS), the District and its employees, and provide for the operation of the District, in such a manner as to further to the fullest extent the establishment and maintenance of safety and security of students and staff, good working conditions, good relationships, peaceful adjustments of all disputes, and the economic well-being of the District and the employees. It is for the attainment of these objectives that the parties have agreed to this Agreement on matters relative to salaries and other conditions of employment.

Section 2. The Association and the District agree that pursuant to Missouri law, the District is under the general control and management of the Board of Education, who possesses the authority to adopt necessary policies for the purpose of carrying out its responsibilities as it deems necessary, within the limitations set forth by the Legislature of this State and consistent with the terms of this Agreement.

Section 3. The District declares and the Association agrees that School Police Officer vacancies are required to be filled by registered commissioned Missouri Peace Officer Standards and Training (POST) officers with a minimum of a Missouri Peace Officer Class B License that is current and maintained. The District declares and the Association agrees that School Police Communications Clerk vacancies be filled by individuals with a minimum of a Missouri Uniform Law Enforcement System (MULES) certification and an Association of Public Safety Communications Officials (APCO) Public Safety Telecommunicator 1 certification upon hire or to be attained within one (1) year of hire. Both parties agree that hiring decisions shall be made at the discretion of the District. Should the qualifications for attainment and retention of Missouri Peace Officer certification and/or for the School Police Communications Clerk certification be amended, altered, or adjusted, affected SEPS employees will be responsible for ensuring their continued compliance with all such requirements.

ARTICLE 2 – RECOGNITION

Section 1. Recognition of the Association. The District recognizes the Association as the exclusive bargaining representative for the purpose of collective bargaining over matters relating to salaries and other conditions of employment for the following bargaining unit:

73 "All full-time and regular part-time (more than 0.5 full time equivalency
 74 (FTE)) school police officers and communication clerks who are employed
 75 by the School District of Springfield, R-12 ("District"); but excluding all
 76 District Administrators, Managers, Supervisors, and all other District
 77 employees."
 78

79 Whenever the term "Bargaining Unit" is used in this Agreement it shall mean the group of
 80 employees described in this Section.
 81

82 **Section 2. Negotiation Process.** As a part of the negotiation process, the Association will
 83 present proposals to the District relative to salaries, hours of employment and other terms and
 84 conditions of employment for the SEPS employees described in Section I of this Article. The
 85 District shall discuss such proposals with the Association, and upon completion of such
 86 discussions shall reduce the results to writing to be presented to the District's Board of
 87 Education for their ratification or rejection. The SEPS employee group shall also present the
 88 results of the discussions to the bargaining unit for ratification or rejection in a manner
 89 consistent with the process established by the SEPS employee group. The SEPS bargaining
 90 team shall be appointed by the Association President and may include current and retired
 91 bargaining unit members and union representatives.
 92

93 **Section 3. Board of Education Statutory Authority.** Agreements reached through the
 94 negotiations process which are ratified by the parties shall become an Agreement which shall
 95 constitute a binding agreement that may not be unilaterally changed. Nothing in this Agreement
 96 shall have an effect on existing or future Board Policies over which the Board shall retain the
 97 total and final responsibility and authority for the promulgation, revision, amendment,
 98 implementation, or deletion pursuant to the Revised Statutes of Missouri. Board Policies shall
 99 govern on all matters not covered by a specific provision in this Agreement. The District will
 100 comply with all Federal, State, and local laws.
 101

102 **ARTICLE 3 - DISTRICT RIGHTS AND AUTHORITY**

103
 104 **Section 1. District Rights and Authority General.** Nothing in this Agreement shall limit,
 105 or be construed to limit, the rights, powers, prerogatives, and authority, derived from the
 106 Statutes of the State of Missouri or from other sources, which the District and its Board had
 107 prior to its adoption of this Agreement. Such rights, powers, prerogatives, and authority are
 108 retained by the District and its Board and remain solely and exclusively within the rights of the
 109 District, and the exercise of such rights is not subject to the grievance or other dispute
 110 resolution procedures recognized by this Agreement. Included in such rights, but not in
 111 limitation thereof, are the following rights:

- 112 A. To determine the District's mission, objectives, policies, and budget;
- 113 B. To determine and set all standards of service offered to the public;
- 114 C. To maintain executive management and administrative control of the District and

- 115 its properties and facilities and the activities of its employees as related to the
 116 conduct of District affairs;
- 117 D. To delegate authority to the Administration, as necessary, for the development
 118 and organization of the means and methods of instruction and the performance of
 119 professional duties according to current Board policy or as the same may from
 120 time-to-time be amended;
- 121 E. To introduce new or improved methods, equipment, and facilities;
- 122 F. To establish, modify or eliminate programs, curriculums and/or courses of
 123 instruction, including special programs and athletic, recreational, and social
 124 events for students;
- 125 G. To determine whether to provide or purchase goods and services;
- 126 H. To determine the number of employees it shall employ in any classification,
 127 certification, school, building, department, or operating unit at any time, all as
 128 deemed necessary or advisable by the Board;
- 129 I. To hire all employees and to determine their qualifications;
- 130 J. To determine employee conditions for employment or continued employment and
 131 subject to the provisions of existing law and the terms of this Agreement;
- 132 K. To discipline, dismiss, demote, evaluate, promote, transfer, or lay off any
 133 employee, subject to the terms of this Agreement;
- 134 L. To determine the academic calendar;
- 135 M. To determine the duties, responsibilities, and assignments of those individuals in
 136 the Bargaining Unit;
- 137 N. To set the daily and weekly work schedules and such schedules may be changed
 138 by the District to meet the varying conditions and needs of the District; and
- 139 O. To investigate the conduct of Bargaining Unit employees, in its discretion when
 140 such conduct may have an adverse effect on the employee's ability to perform
 141 his/her work. An employee will cooperate with such District investigation .
 142

143 **Section 2.** The rights and authorities of the District and its Board referred to in this article,
 144 are not all-inclusive, and the omission of any of the usual, inherent, and fundamental rights of
 145 the District, does not constitute a waiver of such rights by the District.

146
 147 **Section 3.** In the event a dispute resolution procedure is used as a part of the grievance
 148 procedure in this Agreement, any factfinder shall not have the right to extract from or impair the
 149 District's rights and authorities specifically reserved above.
 150

151 **ARTICLE 4-- WORK BY NON-UNIT PERSONS**

152
 153 **Section 1. Use of Non-SEPS Unit Persons.** The District may utilize supervisory and other
 154 non-SEPS persons to perform work on a temporary basis, even when such work was
 155 previously performed by a member of the SEPS Unit.

156
 157 **Section 2. Use of Temporary Employees.** Nothing in this Agreement shall prohibit, or be
 158 construed to prohibit, the District from hiring and utilizing full-time temporary employees for
 159 assignments such as leaves of absence or long-term absences. Such temporary employees shall
 160 not be considered a part of the SEPS Unit or otherwise subject to the terms of this Agreement.

161
 162 **ARTICLE 5-- ASSOCIATION RIGHTS**

163
 164 **Section 1. Membership.** No present or future member of the Bargaining Unit shall be
 165 required to become a member of the Association. Neither shall any present or future Bargaining
 166 Unit employee be required, for any reason, to tender fees, dues, or assessments of any kind to the
 167 Association. Employees may become a member of the Association if they choose.

168
 169 **Section 2. General Rights of Employees.** Bargaining Unit employees shall have the right
 170 to join or refrain from joining the Association or other labor organizations.

171
 172 **Section 3. No Discrimination.** There will be no discrimination against any Bargaining Unit
 173 employee because the employee joins or refrains from joining the Association.

174
 175 **Section 4. List of Bargaining Unit employees.** The Association, as the exclusive
 176 representative of the SEPS Bargaining Unit, shall be provided the names and contact information
 177 including home address, telephone number, and email address, for the members of the Unit upon
 178 reasonable request.

179
 180 **Section 5. New Bargaining Unit employees.** The Association, as the exclusive
 181 representative for the SEPS Bargaining Unit, shall be provided the names, addresses, phone
 182 numbers, and email addresses of newly hired Bargaining Unit employees upon request. This list
 183 shall be provided by the District within five (5) business days from the request.

184
 185 **Section 6. New Employee Orientation.** If the District, in its sole discretion, holds an
 186 Orientation meeting/seminar for new SEPS employees, the following information shall be
 187 presented by a District administrator or his/her designee:

- 188
 189 A. The purpose of collective bargaining, including the negotiation of issues
 190 such as salaries, benefits, and working conditions;
 191
 192 B. Basic procedural information regarding the collective bargaining process.
 193

194 The Association President shall have the option of presenting a brief message of welcome and
195 his/her contact information to the new Bargaining Unit employees. The Association President's
196 welcome message shall not exceed five (5) minutes in duration.

197

198 **Section 7. Use of Buildings.** The Association shall have the same right to use District
199 buildings in the same manner as any
200 other employee group in the District subject to the regulations and/or policies of the
201 Board governing the use of such buildings.

202

203 **Section 8. Bulletin Board.** The Association shall be granted space within the School Police
204 Department for the placement of one (1) bulletin board, to be purchased and installed at the
205 Association's expense. The Association may use an existing bulletin board provided it is
206 agreeable to the District and the Association. The Association may also utilize currently placed
207 Association bulletin boards in each District building to post SEPS related association business.
208 Any new bulletin board shall not be more than twenty-four (24) inches high or thirty-six (36)
209 inches wide in size. All Association notices or other materials shall only be posted on this
210 bulletin board and at no other location in each building

211

212 **Section 9. Use of District Mailboxes.** The Association shall have the right to use school
213 mailboxes and the intra-district mail service for the distribution of materials to the Bargaining
214 Unit. A copy of any material to be disseminated shall be approved by the Chief Human
215 Resources Officer prior to the proposed dissemination. The Association shall be responsible for
216 providing an adequate number of copies of any such material to be distributed.

217

218 **Section 10. Use of District Email System.** The Association, through its President only, may
219 use the District email system to notify Unit members of bargaining unit meetings. The parties
220 may elect to jointly communicate with the Unit concerns the status of negotiations.

221

222 **Section 11. Association Business.** All Association business shall be conducted outside of the
223 working time of any employee involved in such business, including but not limited to, the
224 investigation of grievances, attendance at meetings (unless specifically allowed in this Article),
225 preparation for any dispute resolution proceeding allowed by this Agreement, or attendance at
226 organizational meetings, shall be conducted outside of the work time of any employee involved
227 in such business except with the advanced approval of the Chief Human Resources Officer. The
228 Association President or Uniserv Director may meet with the Bargaining Unit employees during
229 their break or mealtime concerning grievances or work-related issues for reasonable times during
230 the workday with the approval of the Human Resources Department.

231

232 **Section 12. Dues Deduction.** The District will deduct all Association dues and Association
233 PAC contributions from the pay of each Bargaining Unit employee who provides the District
234 with a written authorization for such deductions. The Association shall be responsible for
235 providing the authorizations to the District. Dues shall be deducted on a monthly basis and
236 remitted to the Association by the fifteenth (15th) day of the following month.

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ARTICLE 6 - BARGAINING UNIT EMPLOYEE RIGHTS

Section 1. Children of Staff. Provided the District, in its sole discretion, so authorizes, non-resident staff may request to enroll their children in the District without paying tuition, so long as authorized by law. Bargaining Unit employees may request that their children attend school at the site to which the Bargaining Unit employee is assigned; however, the District will determine placement based, in part, on enrollment and staffing availability at such location. All requests will be made in writing to the Deputy Superintendent of Academics by August 1st. No additional request will be needed when a teacher’s child moves through the feeder pattern schools.

Section 2. Protection of Staff. The District and the Association are committed to providing a safe environment for all staff. The District is committed to maintaining a workplace and school environment that is free from illegal discrimination, harassment and retaliation in admission or access to, or treatment or employment in, its programs, services, activities, and facilities. In accordance with law, the District strictly prohibits discrimination and harassment against employees, students or others on the basis of race, color, religion, sex, national origin, ancestry, disability, age, genetic information or any other characteristic protected by law. The District further prohibit retaliatory actions as defined in Board of Education Policy AC.

Section 3. Personnel File. Employees shall have the right, upon advance request, to review the post-hiring and non-confidential documents maintained in their personnel file and to place therein, written responses to any of its contents. An employee shall have the right to receive a copy of such documents when the employee files a written grievance after informal discussion of the grievance with the employee's supervisor. The Association's local President and/or Uniserv Director may view a Bargaining Unit employee's personnel file with the written consent of the employee.

If the employee believes that material to be placed in his/her file is inappropriate or in error, with the exception of judgments or conclusions contained in or related to the evaluation instrument, the employee may receive adjustment, provided cause is shown by mutual agreement with the immediate supervisor or through the grievance procedure, whereupon the material will be corrected or expunged from the file.

ARTICLE 7 – EVALUATIONS AND DISCIPLINARY PROCEDURES

Section 1. Evaluation. The District will ensure the regular evaluation of the performance of all Bargaining Unit employees. The primary purpose of the evaluation is to promote the continuous growth of Bargaining Unit employees in a manner that is aligned with the District's Strategic Plan and strategic objectives and, where applicable, building or department improvement plans with the goal of contributing to a positive education environment. Results of the evaluation will inform employment and compensation decisions, but may not be the only factor considered.

279
 280 **Section 2. Evaluation Instrument.** Should the District convene a committee during the
 281 2022-2023 school year to review the current evaluation processes and tools utilized by the
 282 School Police Department and/or to develop evaluation processes and tools for employees
 283 covered by the bargaining unit, the District will include representatives of the bargaining unit to
 284 help inform that work. The finalized evaluation procedures and instruments for Bargaining Unit
 285 employees will be developed and maintained by the human resources department.

286

287 **ARTICLE 8 –DISTRICT INVESTIGATIONS AND EMPLOYEE RIGHTS**

288

289 **Section 1. Employee Cooperation and Protection.** The District shall have the absolute
 290 right to conduct investigations into the conduct of SEPS employees, in its sole discretion. If the
 291 District places a SEPS employee on administrative leave pending investigation, the SEPS
 292 employee will receive their regular compensation until the internal investigation is complete. In
 293 the event the SEPS employee is found to have engaged in inappropriate conduct or violated any
 294 District policy, the SEPS employee will be disciplined accordingly, such as docking pay, up to
 295 and including termination. Cooperation with such District investigations, after reasonable
 296 request, shall be a condition of employment or continued employment with the District. The
 297 District shall comply with all applicable state and federal laws regarding the investigation and/or
 298 discipline of SEPS employees.

299

300 **Section 2. Right of Representation.** Bargaining Unit employees have the right to request
 301 representation from the Bargaining Unit at any investigative interview conducted by the District
 302 that the employee reasonably believes is likely to result in disciplinary action, including
 303 discharge, discipline, demotion or other adverse consequences to their job status or working
 304 conditions. Bargaining Unit employees may request this representation at any time prior to or
 305 during the interview. If requested, the District may opt to:

306

307 (1) grant the request and delay questioning until the union representative arrives and the union
 308 representative has had a chance to consult privately with the unit employee;

309

310 (2) deny the request and end the interview; or,

311

312 (3) give the unit employee a choice between having the interview without representation or
 313 ending the interview.

314

315 If the employee reasonably believes the meeting has become disciplinary, the employee may
 316 stop the meeting and request union representation. The meeting may recommence once
 317 representation has arrived, and the union representative has had an opportunity to consult
 318 privately with the employee. Although reasonable efforts will be undertaken to support requests
 319 for union representation otherwise, the right to representation does not extend to:

320
 321 (i) meetings for the purpose of conveying work instructions, training or communicating needed
 322 corrections or improvements in work;

323
 324 (ii) meetings where the employee is assured by the District prior to the interview that no
 325 discipline or employment consequences will result from the meeting: or,

326
 327 (iii) when the purpose of the meeting is to convey or impose discipline that has already been
 328 determined with the final decision made prior to the meeting.

329
 330 Association representatives may include Missouri National Education Association staff and
 331 designated member leaders. However, designated member leaders will not be dismissed from
 332 District work responsibilities to participate in such meetings.

333
 334 **Section 3. Informing Bargaining Unit Member of Investigations.** Upon initiating an
 335 interview with a cooperating Bargaining Unit Member, the Human Resources Department staff
 336 member conducting the interview shall first indicate to the Bargaining Unit Member that they are
 337 conducting an investigation on behalf of the District.

338
 339 **Section 4: Police Action -- Use of Force and Police Conduct Investigations.** The District
 340 will develop a process and/or procedure for the conduct of investigations of Use of Force and
 341 other Police Conduct incidents by a School Police Officer(s) in the course of their lawful duties.
 342 The Director/Chief of School Police or his designee, who shall have a high degree of knowledge
 343 and expertise in Police Use of Force and Police Tactics shall oversee and coordinate the
 344 development of such process(es) and/or procedure(s). All said investigations shall be conducted
 345 in compliance with Federal and State of Missouri statutes.

346
 347 1. Officer-Involved Shooting Investigations
 348 The parties agree that the Employer shall establish, within a reasonable period following the
 349 ratification of this agreement, an Officer-Involved Shooting (OIS) process that provides for
 350 procedures related to on and off duty incidents wherein a School Police Officer discharges his or
 351 her firearm while acting in the course and scope of employment. The Employer agrees to provide
 352 the Association with a draft OIS Policy.

353
 354 2. Release of Officers' Names in OIS Incidents. The District shall determine whether and
 355 when an Officer's name should be released in an OIS incident. The District will take reasonable
 356 steps to inform the Officer of this decision prior to the Officer's name being

357
 358 **Section 5. Administrative Leave.** As noted herein above, if the District places an SEPS
 359 employee on administrative leave pending the outcome of an internal investigation the employee
 360 will receive their regular compensation until the investigation is complete. In the event the

361 employee is found to have engaged in inappropriate conduct or violated District policy and/or
 362 departmental operating guidelines, the employee will be disciplined accordingly up to and
 363 including termination. The discharge or discipline of employees, when necessary, shall not be
 364 performed in an unreasonable, arbitrary, or capricious manner and shall be based on "just cause."
 365

366 **Section 6. Applicable Laws.** Nothing aforementioned in this Section precludes or excludes
 367 "rights and protections" granted SEPS employees under State or Federal Law, including the
 368 employee's ability to invoke their Weingarten, Garrity, and Loudermill Rights, if and as
 369 applicable.
 370

371

372

372 **ARTICLE 9 – NONDISCRIMINATION**

373

374 **Section 1. No Discrimination.** There will be no discrimination against any employee in any
 375 of the federal or state-protected classes including race, color, religion, sex, national origin,
 376 ancestry, age, disability, military status, genetic information, or any other classification identifies
 377 by Federal or State law or local ordinance. .
 378

379

380 **Section 2. No Discrimination Students, Parents or Others.** Bargaining Unit employees
 381 shall not engage in conduct that constitutes discrimination on the basis of an individual's race,
 382 color, religion, national origin, sex, ancestry, age, disability, military status, genetic information,
 383 or any other classification identified by Federal or State law or local ordinance.

384

384 **ARTICLE 10 – SENIORITY**

385

386 **Section 1. Probationary Period.** An employee who is hired into the SEPS group shall be
 387 considered to be a probationary employee without seniority rights until the employee has
 388 completed nine (9) months of continuous employment with the District. The District shall have
 389 the right to extend an employee's probationary period for an additional six (6) months should
 390 the employee's performance be deemed marginal, in the District's opinion. Notification will be
 391 given to the employee and the SNEA should the employee's probationary period be extended.
 392 During the probationary period, the District may discharge, discipline, layoff or transfer any
 393 probationary employee with or without cause in its sole discretion, and such action shall not be
 394 subject to the grievance procedure or any dispute resolution proceeding allowed by this
 395 Agreement. Upon completion of the probationary period, the employee's service shall be
 396 regarded as continuous from the date of the last hiring with the District.
 397

398

399 **Section 2. Definition of Seniority.** Whenever the term "seniority" is used in this Agreement,
 400 it shall be defined as the employee's length of continuous service from the employee's last date
 401 of hire with the District, in the SEPS group. However, whenever the term "seniority" is used in
 this Agreement, it shall always be subject to the employee being both equally qualified and

402 available at the time. If qualifications and availability are equal, length of service shall be the
 403 determining factor.

404

405 **Section 3. Definition of Qualifications and Availability.** Whenever the term
 406 "qualifications and availability" is used in this Agreement, it shall be defined as including, but
 407 not be limited to the following factors: productivity; quality of work; past experience on the job;
 408 absence and tardiness record; disciplinary record; training; work experience gained through
 409 other employment; ability to perform other available work; and, availability of the employee to
 410 perform the work when needed. The decision as to qualifications and availability is specifically
 411 reserved to the District and shall be made by the District at its sole discretion based on its best
 412 judgment.

413

414 **Section 4. Breaking Seniority.** Seniority shall be broken, and the employee shall be
 415 terminated, upon the occurrence of any one of the following events:

- 416 A. Voluntary quits;
 417 B. Discharge from employment;
 418 C. Absence from work for three (3) consecutive workdays without notifying the District, or
 419 failure to return to work within one (1) workday following the expiration of an
 420 authorized leave of absence; unless the employee provides proof beyond a reasonable
 421 doubt that it was impossible to notify the District;
 422 D. Failure of the employee to report back to work within ten (10) workdays after receipt of
 423 notice from the District that the employee is being recalled from layoff;
 424 E. Layoffs of thirteen (13) months;
 425 F. Retirement;
 426 G. Engaging in work for another employer while on authorized leave of absence without the
 427 prior written approval of the Chief Human Resources Officer;
 428 H. Falsifying the reason for any leave of absence.

429

430 **Section 5. Seniority List.** The District will prepare a list of all SEPS employees by
 431 seniority upon request of the SNEA President. The seniority list shall contain the employee's
 432 name, date of hire, the school where the employee works, salary code, and step.

433

434 **Section 6. When Seniority Governs.** Seniority, as defined in this Article, shall govern in
 435 situations involving layoffs and recalls, as set forth in Article 14 of this Agreement.

436

437 **ARTICLE 11. COLLABORATIVE DECISION MAKING**

438

439 The District values employee voice and recognizes the benefit when employees are included in
 440 the decision-making process. Both the District and the Association recognize mutual benefits
 441 when both parties have joint communication that is transparent and collaborative.

442

443 **Section 1: Meetings**

444 To ensure ongoing communication and collaboration, the Association President or designee and
 445 the appropriate District administrators, will communicate regularly regarding matters that impact
 446 Bargaining Unit employees. Such communications may include, but are not limited to, periodic
 447 in person meetings, email communications, virtual meetings, and other modes of
 448 communications. Should the parties deem it appropriate, they may agree to meet at regularly
 449 scheduled times on an ongoing basis in order to move the District forward with strategic goals.

450

451 **Section 2 . Committees**

452 In order to maintain open communication and provide opportunities for the Association to advise
 453 and consult with the District on issues, the District shall provide an option for an Association
 454 representative to serve on District committees that relate to the professional responsibilities of
 455 Bargaining Unit employees and which impact the safety of schools.-The District reserves the
 456 exclusive right to determine whether to form and/or to eliminate any District committees.

457

458

459 **ARTICLE 12 - GENERAL WORKING CONDITIONS**

460

461 **Section 1. Work Schedules.** Daily and weekly work schedules for Bargaining Unit
 462 employees shall be made by the District and such schedules may be changed by the District to
 463 meet the varying conditions and needs of the District. During the summer, depending on the
 464 needs of the District and the Director of School Police, School Police Officers not
 465 assigned/contracted to summer school sites may have the option of working a weekly schedule
 466 consisting of four 10-hour days, provided the Superintendent of Schools extends the option to
 467 employees of the District and the department has sufficient staffing to support a modified weekly
 468 work schedule.

469

470 Twelve (12) month employees will be scheduled to work 260 days each year, inclusive of paid
 471 holidays. If, in the sole discretion of the District, non-work days due to district closure are added
 472 to the work calendar that would cause twelve (12) month employees to have fewer than 260
 473 scheduled work days, the employee will be compensated for the amount of scheduled non-work
 474 days due to district closure that will ensure a total of 260 days of compensation, inclusive of paid
 475 holidays.

476

477 **Section 2. Workday.**

- 478 A. School Police Communications Clerks shall man the Dispatch Center on a 24-
 479 hour basis. The 24 hours shall be divided into three 8-hour shifts, which may be
 480 modified at any time by the District to best meet the needs of the District and its
 481 instructional programming.
- 482 B. School Police Officers shall work a minimum of an 8-hour shift on days Monday,
 483 Tuesday, Wednesday, Thursday, and Friday, divided into two (2) shifts, which
 484 may be modified at any time by the District to best meet the needs of the District
 485 and its instructional programming.

486

487 **Section 3. Meal Breaks.** SEPS employees because of the nature of their work cannot be
 488 guaranteed a “duty-free” bona fide off duty meal break so they shall be compensated for any
 489 break they may be allowed during their scheduled work period. Because of this work condition,
 490 SEPS employees understand and recognize they may not have a meal break during any given
 491 shift and are subject to be called away at any time during a work shift. The District, in its sole
 492 discretion, determines work schedules. Should the work schedules of SESP employees be
 493 modified to allow for uninterrupted meal breaks of twenty (20) minutes or longer, SESP
 494 employees shall not be compensated for such uninterrupted breaks.

495
 496 **Section 4. Assignments.** The District will make a reasonable effort to avoid assigning SEPS
 497 employees (School Police Officers and School Police Communications Clerks) regular ongoing
 498 duties which are not related to customary practices and standards of their respective professions,
 499 except in emergency circumstances. However, SEPS employees may be periodically called
 500 upon to assist with other duties as assigned.

501
 502 **Section 5. Qualifications.** SESP employees are required, at all-time relevant to their
 503 positions, to obtain and maintain current and active licenses, certifications, professional training,
 504 and other qualifications necessary in order to perform the essential functions of the positions held
 505 by the SESP employees.

506
 507 **Section 6. Safety.** The District shall provide employees with appropriate and sufficient
 508 safety equipment as specifically identified hereinbelow to meet known safety hazards existing
 509 on the job and shall provide a uniform allowance as specified hereinbelow:

510
 511 a. **School Police Officers**

512
 513 (i) School Police Officers shall receive an annual uniform allowance at the beginning of
 514 each fiscal year to purchase and replace School Police Uniforms and Equipment as
 515 required by the District. Twelve-month Officers will receive a sum of one thousand and
 516 fifty dollars (\$1050). Nine-month Officers will receive a sum of eight hundred dollars
 517 (\$800.00). Uniforms shall include three (3) short sleeve shirts, two (2) long-sleeve, three
 518 (3) pairs of pants, belt, utility belt, holster, handcuff/handcuff case, mace case, magazine
 519 holder, name tag, collar brass, and black leather shoes. Newly hired School Police
 520 Officers may receive an advance on the annual clothing allowance in order to purchase
 521 required uniforms and equipment prior to the beginning of their employment.

522
 523 (ii) Patrol vehicles will be designated to patrol officers by the Chief of School Police. To the
 524 extent possible and given the availability of patrol vehicles, School Police Officers who
 525 are assigned as Patrol Officers responsible for multiple schools and District buildings
 526 and/or properties (as opposed to a Site Officer assigned to a single school) will be
 527 assigned a patrol vehicle, provided such vehicles are available in the current patrol fleet
 528 as of June 30, 2022. Nothing stated herein creates an obligation on the part of the District

529 to purchase or otherwise acquire additional patrol fleet vehicles. Additionally, nothing
 530 stated herein creates a duty on the part of the District to provide substitute vehicles in the
 531 event a patrol vehicle is temporarily or permanently out of commission and inoperable.
 532 The District will strive to maintain the current fleet as of June 30, 2022, in good working
 533 order and available for patrol officers. However, should additional patrol officers be
 534 added, or should current vehicles be unavailable, the District has no obligation to increase
 535 the number of patrol vehicles in the District, nor to replace the current vehicle fleet. The
 536 Patrol Officer will be responsible for the inspection, care, and scheduling of routine
 537 maintenance through the District for the vehicle they are assigned.
 538

539 (iii) To increase efficiency and expediency, Patrol Officers may be allowed to take the
 540 assigned patrol vehicles home provided the Patrol Officer's residence is within the
 541 attendance boundaries of the District or such residence is within ten (10) miles of such
 542 boundaries, pursuant to a plan and process developed and implemented by the District.
 543

544 b. School Police Communications Clerks

545
 546 (i) School Police Communications Clerks may periodically request equipment to support their
 547 day-to-day work functions and operations, including but not limited to, chairs, desks,
 548 workstations, and other equipment. Such requests shall be submitted utilizing the District's
 549 identified processes for equipment requests and shall be considered and prioritized along with
 550 the other requests received from throughout the District.
 551

552 **ARTICLE 13 – TRANSFER**

553
 554 **Section 1. Transfer Preference Notification.** The District, in its sole discretion, has the
 555 ultimate right to assign and/or transfer SEPS employees to any location within the District.
 556 However, when possible, transfers of SEPS employees will be conducted on a voluntary basis.
 557 Any SEPS employee who desires to transfer to a different work location in the District may
 558 indicate interest through a process established by the Human Resources and/or School Police
 559 Department. Such a statement may list the employee's transfer preference(s).
 560

561 **Section 2. Assignment To Open Positions.** When a SEPS work location opening occurs,
 562 the District will consider those SEPS employees who have expressed an interest to be assigned
 563 to that worksite. As provided in the board of education policies, the District posts vacant
 564 positions, and SEPS employees may apply and be considered for such positions.
 565

566 **Section 3. Involuntary Transfers.** A change of placement from one assignment to another
 567 initiated by the District due to staffing considerations.
 568

569 A. Involuntary transfer due to staffing considerations:
 570 1. An attempt shall be made to secure voluntary transfers first.

- 571
572 2. If the needs cannot be met by volunteers, the following criteria shall be used in
573 determining which Unit employee is required to be reassigned:
574 a. successful experience in assignment;
575 b. disciplinary action;
576 c. best fit for the position; and
577 d. length of service in the District.
578

579 **ARTICLE 14 - LAYOFFS AND RECALLS**

580
581 **Section 1. Decision to Lay Off or Recall.** The decision whether to lay off or recall
582 employees and the number of employees to be laid off or recalled shall be made by the District,
583 in its sole discretion, based upon its best judgment consistent with the educational mission of
584 the District. In the event it becomes necessary to reduce the number of Unit employees through
585 a layoff, the District shall endeavor to provide thirty (30) calendar days' notice of layoff to the
586 individual(s) involved, and in any event, fifteen (15) calendar days shall be given, unless an
587 emergency situation arises which makes prior notice impossible.
588

589 **Section 2. Lay Off Procedure.** When the District makes the decision that a reduction in the
590 workforce covered by this Agreement should occur, the layoff shall be made in accordance with
591 the following steps:

- 592 A. The District will determine the number of SEPS employees to be laid off and
593 will first ask for volunteers for layoff.
594 B. Should any employee volunteer for layoff, the District shall, in its discretion,
595 approve or disapprove the request for voluntary layoff.
596 C. After any approved voluntary layoffs, the District will lay off all probationary
597 employees before non-probationary employees are laid off.
598 D. If further layoffs are necessary for the designated classifications, other employees
599 will be laid off using seniority, as defined in Article 10 of this Agreement.
600

601 **Section 3. Employees Remaining After Layoff.** All employees remaining in the SEPS
602 group after a layoff, as defined by Section 2 of this Article, may face possible reassignment to
603 fill vacancies, at the District's discretion.
604

605 **Section 4. Recall Procedure.** When the District makes the decision that a recall of some
606 or all of the laid-off SEPS employees should occur, the recall shall be made in accordance
607 with the following steps:
608

- 609 A. The District will designate the number of employees to be recalled.
610 B. The District will offer the open position(s) to SEPS employees who are laid off
611 using seniority, as defined in Article 10 of this Agreement or inverse order of the
612 specific layoff being recalled.

- 613 C. The District's offer to the employee shall be communicated by a telephone call to
 614 the last telephone number listed for the employee in the District's personnel
 615 records which shall be confirmed by a letter provided to the employee by hand
 616 delivery or sent by regular United States Mail to the last address listed for the
 617 employee in the District's personnel records. If an employee fails to report to
 618 work within ten (10) calendar days from the date of sending of recall, unless an
 619 extension is granted in writing by the District, said employee shall be considered
 620 as a "voluntary quit" and shall thereby terminate his/her individual employment
 621 relationship with the District.
 622

623 **ARTICLE 15 - EMPLOYEE DRUG/ALCOHOL TESTING**

624
 625 **Section 1. Drug /Alcohol Testing General.** This Drug/Alcohol Testing program applies to
 626 all SEPS employees and includes testing for Drugs and Alcohol as described herein.
 627

628 **Section 2. Definitions.** For the purposes of this Article, the following terms are defined:
 629

- 630 A. **Driver** -- an Employee who operates a District assigned motor vehicle or is required by
 631 the District to hold a driver's license. Drivers include, but are not limited to, full-time
 632 and part-time regularly employed drivers, and intermittent or occasional drivers.
 633
- 634 B. **Safety-Sensitive Function** -- includes such responsibilities as time on duty waiting to be
 635 dispatched, driving time, assisting, or supervising loading or unloading, repairing,
 636 obtaining assistance, or remaining in attendance upon a disabled vehicle. Supervising
 637 the loading or unloading of school children or student equipment onto a school bus shall
 638 not be a "safety-sensitive function".
- 639 C. **Alcohol** — the intoxicating agent in beverage alcohol, ethyl alcohol, or other low
 640 molecular weight alcohols including methyl and isopropyl alcohol.
- 641 D. **Drug** — any controlled substance listed under section 102(6) of the Controlled
 642 Substance Act (21 U.S.C. 802(6)) as specified by the administrator of the federal
 643 department of transportation.
- 644 E. **Employee** – An employee of the District who is covered by this Agreement as a SEPS
 645 employee.
- 646 F. **Medical Review Officer** — a licensed physician (medical doctor or doctor of osteopathy)
 647 responsible for receiving laboratory results generated by an employer's drug- testing
 648 program who meets the qualifications as listed in 49 C.F.R. 40.3.
- 649 G. **Non-Driver** – an Employee who is not a Driver or an Employee who performs a Safety
 650 Sensitive Function.
 651
- 652 H. **Substance Abuse Professional** -- a licensed physician or certified psychologist, social
 653 worker, employee assistance professional, or certified addiction counselor with

654 knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug-
655 related disorders.

656

657 **Section 3. Covered Employees.** All SEPS employees shall be covered under this Article.

658

659

660 **Section 4. Program Coordinator.** The District's Chief Human Resources Officer or
661 designee shall be the program coordinator to implement the alcohol and drug testing program of
662 the District within the guidelines of this Article.

663

664 **Section 5. Testing Procedures.** Drug testing performed pursuant to this Agreement shall: (a)
665 be conducted by a laboratory certified by the Department of Health and Human Services to
666 conduct Drug specimen analysis using appropriately trained personnel; (b) use a Medical Review
667 Officer to verify laboratory Drug test results; (c) provide individual privacy in the collection of
668 specimen samples to the maximum extent possible; (d) use a split sample; and, (e) use specimen
669 collection procedures and chain of custody procedures that ensure that specimen security, proper
670 identification and integrity are not compromised, to the maximum extent possible. Alcohol testing
671 shall use field sobriety testing and/or a federally approved evidential breath testing device
672 (EBTD) by a trained breath alcohol technician (BAT) or school police officer. In the event the
673 field sobriety testing and/or EBTD indicates alcohol intoxication, the employee will be
674 transported to a testing facility for further testing.

675

676 **Section 6. Alcohol and Drug Prohibitions.** The following prohibitions exist for employees
677 covered by this Agreement:

678

- 679 A. No Employee shall report for work or perform work while having an alcohol
680 concentration greater than 0.02.
- 681 B. No Employee shall possess alcohol or unprescribed drugs while at work.
- 682 C. No Employee shall use alcohol or unprescribed drugs while at work.
- 683 D. No Employee shall report for work or perform work within four (4) hours after using
684 Alcohol.
- 685 E. No Employee required to take a post-accident test shall use alcohol for eight (8) hours
686 following the accident or until they undergo a post-accident alcohol test (whichever
687 comes first).
- 688 F. No employee shall report for work or perform work when the employee uses any drug,
689 except when the use of prescribed Drugs is pursuant to the instructions of a physician
690 who has advised the employee that the substance does not adversely affect the
691 Employee's ability to safely perform the employee's job duties and the Employee has
692 informed the District of the use of such drug(s) prior to operating a motor vehicle
693 and/or performing safety-sensitive functions for the District.

694

695 G. No Employee shall report for work or perform work if the Employee tests positive for
696 unprescribed Drugs or Alcohol.
697

698 **Section 7. Post-Accident Tests.** This Section shall apply to all SEPS employees. Alcohol
699 and Drug tests shall be conducted on an SEPS employee as soon as practicable after an accident
700 if such SEPS employee:

701 A. Was driving a motor vehicle as part of his/her work responsibility, was
702 performing safety-sensitive functions with respect to the vehicle, or the accident
703 involved loss of human life, or

704 B. Receives a citation under state or local law for a moving traffic violation arising
705 from an accident while operating a motor vehicle for the District; or

706 C. The accident involved bodily injury to any person who, as a result of the injury,
707 immediately received medical treatment away from the scene of the accident.

708 All post-accident alcohol and drug testing shall be conducted within the required time periods.
709 If a test is not conducted within the appropriate period, then the test will not be given, and the
710 program coordinator shall prepare and maintain a file documenting the reasons the test was not
711 promptly administered. In cases where an Employee has sustained an injury, the Employee's
712 medical condition shall be considered by the treating physician prior to drug and alcohol
713 testing. The Employee shall provide appropriate samples for drug and Alcohol testing, where
714 the Employee is able to safely engage in such testing, in the opinion of the treating physician.
715 Post-accident testing requirements may be fulfilled by properly administered tests conducted by
716 federal, state, and/or local law enforcement officials as long as the results of those tests are
717 provided to the District.
718

719 **Section 8. Random Testing.** This Section shall apply to all SEPS police officers whose job
720 duties may involve, but are not limited to, operating a motor vehicle, responding to emergency
721 situations, or who are authorized to use a weapon. Alcohol and drug testing shall be conducted
722 on a random basis at unannounced times throughout the year in accordance with law. Tests for
723 alcohol and drugs shall be conducted just before, during, or just after the performance of any job
724 functions. Employees shall be selected by a scientifically valid random process, and each
725 employee shall have an equal chance of being tested each time selections are made.
726

727 **Section 9. Reasonable Suspicion Tests.** This Section shall apply to all SEPS employees.
728 Any qualified supervisor or District Administrator who has reasonable suspicion to believe
729 that an SEPS employee has violated the Alcohol or Drug prohibitions of the District shall
730 require the SEPS employee to submit to the appropriate testing. Reasonable suspicion must
731 be based on specific, contemporaneous, articulable observations concerning the appearance,
732 behavior, speech, or body odors of the employee. The observations may include indications
733 of the chronic and/or withdrawal effects of Drugs or Alcohol.
734

735 Alcohol testing is authorized for reasonable suspicion only if the required observations are made
736 just before, during, or just after the employee's work assignment when the SEPS employee must

737 comply with Alcohol prohibitions. An Alcohol test may not be conducted by the person who
738 determines that reasonable suspicion exists to conduct such a test. If an alcohol test is not
739 administered within two (2) hours of a determination of reasonable suspicion, the District shall
740 prepare and maintain a record explaining why this was not done. Attempts to conduct alcohol
741 tests shall terminate after eight (8) hours, and the District will state in the record the reasons for
742 not administering the test.

743
744 Drug testing shall include documentation by a supervisor or District administrator who makes a
745 finding of reasonable suspicion. They shall create a written record of their findings leading to a
746 reasonable suspicion Drug test within twenty-four (24) hours of the observed behavior or before
747 the results of the test are released, whichever is earlier.

748
749 When a SEPS employee is required to perform a drug or alcohol test off-site under this Section,
750 the District shall provide transportation for the SEPS employee to and from the testing facility.

751
752 **Section 10. Negative or Incorrect Tests.** A SEPS employee who has a positive drug or
753 alcohol test which is found to be incorrect shall be returned to work with no loss of pay,
754 benefits, or seniority. Qualified supervisors or District Administrators making "reasonable
755 suspicion" judgments should consider all possible explanations for their observations of the
756 employee in question, including but not limited to unintended hazardous material contact
757 exposure by the employee in the performance of their job. (i.e., An unintended skin absorption
758 exposure to an illegal narcotic seized by the employee in the performance of their duty.)

759
760 **Section 11. Refusal to Submit to Test.** No employee shall refuse to submit to any test
761 pursuant to this Article. A "refusal to submit" occurs when an SEPS employee: (a) fails or
762 refuses to provide an adequate breath or urine specimen for testing when notified of the need to
763 do so, after being given a reasonable time to produce the specimen as specified in the United
764 States Department of Transportation Federal Motor Carrier Safety Administration Drug Testing
765 Procedures; or (b) engages in conduct that clearly obstructs the testing process; or, (c) attempts
766 to manipulate the results of any test, including, but not limited to the use of adulterated or
767 "clean" samples; or, (d) refuses to cooperate with the personnel at the testing site. An employee
768 who violates the rules as specified above will be suspended from employment pending
769 termination from employment and transported home by a District supervisor.

770
771 **Section 12. Effect of Positive Test.** An employee who tests positive for alcohol or drugs shall
772 be deemed to have willfully violated the alcohol and drug prohibitions of this Agreement and
773 shall be subject to termination from employment or discipline, as determined by the District. An
774 employee who is not terminated from employment shall be placed on a second chance
775 agreement, designed by the District, which shall include random alcohol and drug testing.
776 The random Alcohol and Drug testing shall be conducted throughout the term of the second
777 chance agreement. Such testing shall be conducted just before, during, or just after the
778 performance of work functions as specified herein above.

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Section 13. Employee Records.

- A. All SEPS employee testing records are confidential, and the District will ensure that all testing records are maintained in a secure location with controlled access. Test results and other confidential information may be released by the laboratory, the breath alcohol technician or the MRO only to designated District officials and/or the substance abuse professional. Any other release of confidential information is only pursuant to federal regulations or with the employee's written consent.
- B. SEPS employees are entitled, upon written request, to obtain copies of any records pertaining to the employee's use of alcohol or controlled substances, including records of tests and test results.
- C. The Association may receive a copy of an SEPS employee's testing records if the Employee provides the District with written consent allowing the District to release the records to the Association.

Section 14. Rehabilitation. SEPS employees who violate the alcohol abuse and drug misuse rules set forth in this Agreement, will be referred to a substance abuse professional for evaluation and will be advised of the available resources for evaluation and treatment. Any treatment or rehabilitation will be provided in accordance with the health insurance, medical or other benefit plan in effect at the time.

ARTICLE 16 - REPORTING RESPONSIBILITIES

Section 1. Child Abuse or Neglect. All SEPS employees who know or have reasonable cause to suspect that a child has been subjected to abuse or neglect, shall immediately report the suspected abuse or neglect to the Children's Division of the Missouri Department of Social Services hotline, pursuant to State Mandated Reporter law. The SEPS employee will promptly notify their direct supervisor and any other appropriate staff considered a child welfare resource.

Section 2. Arrests: In the event a SEPS employee is arrested and/or charged with a felony violation of state or federal law or a substantiated allegation of child abuse/neglect, the SEPS employee or an Association Representative, shall report such event to the District's Human Resources Department prior to the SEPS employee's next workday for the District.

Section 3. Abnormally Dangerous Conditions. Workforce employees shall not be required to work with equipment or vehicles which are abnormally dangerous and, if used, would cause an extreme threat of loss of life, or result in a serious physical injury to the employee or others. Should such a condition exist, the employee must immediately notify the immediate supervisor as provided in this Article. The burden of proving that an abnormally dangerous condition exists rests upon the employee.

Any abnormally dangerous equipment, or vehicles that, if used, would cause an extreme threat of loss of life, or result in a serious physical injury to the employee or others must be reported by

822 the employee to the immediate supervisor by the fastest means available to the employee at the
823 time.

824
825 Consideration must be given to the job duties and responsibilities of SEPS employees when
826 determining whether equipment, vehicles or working conditions are abnormally dangerous.

827
828 **Section 4. Other Unsafe Conditions.** All other unsafe or potentially hazardous conditions,
829 equipment, or vehicles must be reported to the District as provided in this Article. Employees
830 may be required to continue to work with equipment or vehicles which, at the District's
831 discretion, are not abnormally dangerous and which, if used, would not cause an extreme threat
832 of loss of life or serious physical injury to the employee or others.

833
834 Any other unsafe or hazardous conditions, equipment, or vehicle must be reported by the
835 employee in writing to the District by use of a safety reporting form prepared by the District for
836 that purpose employee's supervisor. Within a reasonable time, the District shall respond in
837 writing to the employee to all unsafe working conditions reported through this procedure.

838
839 **Section 5. Safety Equipment.** All SEPS employees shall have the responsibility of abiding
840 by the safety rules and regulations promulgated by the District. Additionally, when the District
841 supplies safety equipment, it shall be used by the SEPS employee. SEPS employees may be
842 subject to the discretion of the District, for the failure to abide by the safety rules and regulations
843 of the District, or their failure to use the safety equipment supplied to them,

844
845 It shall be the responsibility of the District to train all employees covered by this Agreement in the
846 use of all safety equipment and supplies provided to the said employees by the District.

847
848 **Section 6. Hazardous Notification:** It is the desire of the District that no employee be placed
849 in danger by an infectious disease or disease agent. To prevent this, the District shall be responsible
850 for establishing guidelines to follow under any and all hazardous conditions.

851
852 **ARTICLE 17 – WORKERS' COMPENSATION CLAIMS**

853
854 **Section 1. Workers' Compensation Generally.** The District agrees to cooperate toward the
855 prompt disposition of compensable employee on-the-job injury or illness claims. The District
856 shall provide Workers' Compensation protection for all SEPS employees.

857
858 **Section 2. Reporting of Injuries.** All on-the-job accidents or illnesses, no matter how
859 minor in nature, shall be reported by the injured SEPS employee to the SEPS employee's
860 immediate supervisor or other person designated by the District, who will arrange treatment
861 of the injury if necessary. Failure to so report an accident or illness may result in disciplinary
862 action.

863
864 **Section 3. Making False Claims.** Any SEPS employee who makes an accident report (or
865 reports) concerning the SEPS employee's condition following an on-the-job accident or illness
866 which, in the District's discretion, is false, in whole or in part, or which misrepresents any

867 material fact, is subject to discipline up to and including immediate discharge. The
 868 determination as to the degree of discipline shall be at the District's discretion, consistent with
 869 the severity of the SEPS employee's conduct.

870

871 **Section 4. Three-Day Waiting Period.** A SEPS employee may use accrued leave during the
 872 first three (3) workdays missed as a result of a compensable Workers' Compensation injury if
 873 the SEPS employee returns to work within fourteen (14) days.

874

875 **ARTICLE 18 - GRIEVANCE PROCEDURE**

876

877 **Section 1. Definitions.** The following definitions are applicable to this Article:

878 A. **"Grievance"** is a claim by a SEPS employee covered by this Agreement that
 879 there has been a violation or misapplication of the provisions of this Agreement,
 880 Policies of the Board of Education that are specifically referenced in this
 881 Agreement or Missouri law where the ultimate solution rests within the authority
 882 of the Board of Education.

883 B. **"Grievant"** is the SEPS employee or employees covered by this Agreement who
 884 file the grievance and who are directly affected by the alleged violation or
 885 misapplication of the provisions of this Agreement, as defined above.

886 C. **"Business days"** means the days Monday through Friday (exclusive of all
 887 recognized District holidays) when the District Administrative Offices are open
 888 for business.

889 D.

890 **Section 2. General Procedures.** The following general grievance procedures shall be
 891 followed when processing a grievance under this Article:

892 A. Grievances of like nature may be consolidated at any appropriate level of this
 893 grievance procedure.

894 B. The number of days indicated at each Level should be considered as a maximum,
 895 and every effort should be made to expedite the process. Failure by the SNEA or
 896 the Grievant to take action within any time limit specified in this Article shall
 897 cause the grievance to automatically be waived, forfeited, and dropped, and the
 898 grievance shall thereafter not be subject to the grievance procedures set forth in
 899 this Article. The time limits specified may, however, be extended by mutual
 900 agreement in writing, if any time limit specified in this Article extends into Spring
 901 Break, Winter Break or Summer Break, when the grievant is not assigned to
 902 work, any applicable time limitation in this Article shall be automatically
 903 extended by ten (10) business days. Failure of the District or its representatives to
 904 take action within the time limits specified shall result in the matter being
 905 automatically passed to the next step of the grievance procedure.

906 C. The parties will make every effort to process any grievances filed under this
 907 Article through all the steps of this procedure within six (6) months from the
 908 date the grievance is filed.

- 909 D. All documents, communications, and records specifically dealing with the
 910 processing of a grievance shall be filed in a separate grievance file and shall not
 911 be kept in the personnel file of any of the participants.
 912 E. Time spent by employees, whether Grievant or Representative, in the processing
 913 of grievances shall be, to the degree possible, at times when such employees are
 914 free from assigned duties.
 915 F. All meetings and/or hearings under this procedure shall be conducted in private
 916 and should normally include only the witnesses and parties referred to herein.
 917 G. Should any District administrator or supervisor referred to herein be unavailable
 918 to perform the specific functions under this Article, the Superintendent or Board
 919 of Education may designate a substitute to perform those functions and shall
 920 notify the Association of such change. Such designation shall be made within the
 921 time limit within which the unavailable administrator or supervisor was to have
 922 taken action under this Article.
 923 H. No reprisal of any kind shall be taken by the Board of Education, the
 924 administration, the Association, any employee, or participant/ witness against any
 925 grievant or other participant in the grievance procedure.
 926 I. If the Grievant or the Association at any time during the proceedings set forth
 927 herein, files for relief and/or a remedy through any other legitimate forum
 928 including the courts, local, state, or federal agency, for a redress of the same or
 929 substantially similar questions of fact, the grievance procedures may be
 930 suspended by the District, pending resolution of such issues by the chosen forum.
 931 J. The Grievant may be accompanied, if desired, by an Association representative.
 932 The accompanying individual may assist the Grievant in the presentation of the
 933 grievance.
 934 K.

935 **Section 3. Formal Procedures.** All grievances under this Article shall be processed
 936 in the following manner:

937 1) **Step 1. -- First Line of Supervision**

938 (1) **Informal Discussion of Grievance** — An attempt should be made to
 939 resolve any alleged grievance in an informal discussion between the employee
 940 who is the Grievant and the person who has the ability to resolve the concern at
 941 the lowest level of supervision. An informal answer or adjustment of a question
 942 or complaint concluded between an employee and such supervisor shall not
 943 establish a precedent in any comparable situation and shall not be inconsistent
 944 with this Agreement or applicable Missouri law. The informal discussion of the
 945 grievance shall occur no later than five (5) business days after the date of the
 946 occurrence of the event giving rise to the grievance or after such event first
 947 became known to the Grievant.

948 (2) **Filing of Grievance with the Executive Director** — If the Grievant is not
 949 satisfied with the resolution of the grievance after the informal discussion
 950 outlined above, or if the informal grievance discussion does not occur within the

951 time period specified in Section 3(A)(1) above, the Grievant may file a grievance,
 952 in writing, on a form prepared for this purpose, with the appropriate Executive
 953 Director within ten (10) business days after the date of the occurrence of the
 954 event giving rise to the grievance or after such event first became known to the
 955 Grievant.

- 956 (a) The written grievance shall provide a description of the facts that are
 957 alleged to give rise to the grievance and shall state the remedy requested.
- 958 (b) Within five (5) business days after the Executive Director receives the
 959 written grievance, a meeting shall be held with the Grievant and the
 960 Executive Director at a mutually agreeable time other than when the
 961 employee is engaged in assigned duties, to discuss the grievance and
 962 attempt to resolve the same. An Association representative may
 963 accompany the Grievant to the meeting upon the request of the Grievant.
- 964 (c) The Executive Director shall render a decision and communicate it in
 965 writing to the Grievant and/or the Association, and the Human Resources
 966 Department within five (5) business days following the meeting between
 967 that person and the Grievant.

969 2) **Step 2 -- Superintendent/Chief Human Resources Officer**

- 970 1) Filing of Grievance with the Superintendent/ Chief Human Resources
 971 Officer—If the Grievant is not satisfied with the resolution of the
 972 grievance at Step 1, or if no decision has been rendered, the grievant may
 973 present the grievance to the Superintendent/Chief Human Resources
 974 Officer. The grievance shall be presented in writing within five (5)
 975 business days after the decision at Step 1, or ten (10) business days after
 976 the meeting between the Grievant and the Executive Director if no
 977 decision was rendered.
- 978 2) Meeting with the Superintendent/Chief Human Resources Officer—
 979 Within five (5) business days after the grievance is filed with the
 980 Superintendent/Human Resources Department, a meeting shall be held
 981 with the Chief Human Resources Officer, who shall serve as the designee
 982 of the Superintendent, in an effort to resolve the grievance.
- 983 3) Decision of the Superintendent/Chief Human Resources Officer— The
 984 Chief Human Resources Officer, after consulting with the Superintendent,
 985 shall give an answer within five (5) business days of the meeting and
 986 communicate it in writing to the Grievant, Association, and Executive
 987 Director.

989 3). **Step 3 — Appeal to The Board of Education**

990

- 991 1) In the event the Grievant is not satisfied with the resolution of the
 992 grievance at Step 2, or if no decision has been rendered by the
 993 Superintendent/Chief Human Resources Officer, the Grievant may appeal
 994 the resolution to the Board of Education within five (5) business days of
 995 receiving a response or within ten (10) business days after the meeting
 996 between the Grievant and the Superintendent/Chief Human Resources
 997 Officer if no decision has been rendered.
- 998 2) The Board shall consider and decide the Grievant appeal in closed session
 999 which shall occur no later than the second scheduled meeting or thirty
 1000 (30) days, whichever is longer, after receipt of the Grievant appeal, unless
 1001 otherwise agreed-to by the Grievant and District. The Board shall receive
 1002 and review the grievance, previous decisions, and responses and may
 1003 accept, reject, or modify any previous determination made on the
 1004 Grievance.
- 1005 3) The Board will hear the appeal by receiving written submissions from the
 1006 Grievant and the Administration and may listen to oral presentations by
 1007 the Grievant and the Administration at its discretion.
- 1008 4) The decision of the Board shall be final and binding upon all parties to the
 1009 grievance procedure. The Board shall notify the Grievant in writing as to
 1010 its decision within ten (10) business days after a final vote is taken
 1011 concerning the appeal of the Grievance.
 1012

1013 **ARTICLE 19 - NO STRIKES**

1014
 1015 **Section 1. No Strikes.** Since adequate provisions have been made in this Agreement for
 1016 settlement of all disputes that may arise between the SEPS employees and the District and
 1017 understanding that Section 105.530, RSMo makes it unlawful for public employees to engage in
 1018 a strike, there shall be no strikes, work stoppages, sympathy strikes, or slowdowns, on the part
 1019 of the SEPS employees.
 1020

1021 **Section 2. Discipline.** Should any SEPS employee engage in a strike, work stoppage,
 1022 sympathy strike, or slowdown, such conduct shall constitute a willful violation of, or failure to
 1023 obey, the school laws of this State or this Agreement, and shall be cause for discipline, up to and
 1024 including discharge of the employee.
 1025

1026 **ARTICLE 20 – LEAVES**

1027
 1028 **Section 1. Short-Term Leaves.** The provisions of Board of Education policy GDBDA:
 1029 Support Staff Leaves, as modified hereafter from time-to-time by the District’s Board of
 1030 Education in its sole discretion, shall be applicable to employees covered by this Agreement.
 1031 Board of Education policy GDBDA shall be consistent with federal and state law. Any short-
 1032 term leaves required to be provided by state and/or federal law applicable to school district

1033 employees shall be extended to eligible employees covered by this collective bargaining
 1034 agreement as of the effective date of such federal or state law, including Military Leave,
 1035 Professional Leave, Election Leave, Leave to Vote, Jury Duty Leave, Leave for Court
 1036 Subpoena, Firefighter Leave, Crime Victim Leave, Civil Air Patrol Leave, Coast Guard
 1037 Auxiliary Leave,-Pregnancy/Childbirth/Adoption Leave and VESSA Leave.

1038
 1039 **Section 2. FMLA Leave.** The provisions of Board of Education Policy GBBDA--
 1040 Leaves Of Absence - Family Medical Leave Act, as modified hereafter from time-to-time by
 1041 the District's Board of Education in its sole discretion, shall be applicable to the employees
 1042 covered by this Agreement. Board Policy GBBDA shall be consistent with Federal and State
 1043 Law. Any amendment of family medical leave laws required to be provided by state and/or
 1044 federal law applicable to school district employees shall be extended to eligible employees
 1045 covered by this collective bargaining agreement as of the effective date of such federal or state
 1046 law.

1047
 1048 **Section 3. Bereavement and Pallbearer Leave.** The District will provide Bargaining
 1049 Unit employees with two (2) paid bereavement days each school year (July 1-June 30) to
 1050 attend the funeral or make funeral arrangements for an immediate family member of the
 1051 bargaining unit member. In addition to the two (2) bereavement days, Bargaining Unit
 1052 employees may use other available leaves as specified herein below.

1053
 1054 When a death occurs in a Bargaining Unit employee's immediate family, the employee may use
 1055 their accrued sick leave/PTO to attend the funeral or make funeral arrangements, within two
 1056 weeks after a death occurs. Exceptions may be approved by the superintendent or designee. The
 1057 district may require verification of the need for the leave.

1058
 1059 When used in this Section, the term "Immediate Family" shall mean the Bargaining Unit
 1060 employee's husband, wife, son, daughter, father, mother, brother, sister, father-in-law, mother-in-
 1061 law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandchild,
 1062 stepparent, stepchild, stepbrother, stepsister, aunt, uncle, niece, nephew, any other person for
 1063 whom the employee is legally responsible, or such other individual as authorized by the
 1064 District's Chief Human Resources Officer due to the nature of the personal relationship between
 1065 the Bargaining Unit employee and the individual.

1066
 1067 A Bargaining Unit employee who is absent because the employee attends a funeral as a
 1068 pallbearer may use up to one (1) day of their accrued sick leave/PTO in any school year to cover
 1069 the hours missed from their work assignment. No more than ten (10) sick leave days may be
 1070 cumulatively used in any school year for a death in an employee's immediate family and service
 1071 as a pallbearer. In order to receive pay for pallbearer duty, the employee must file verification of
 1072 the absence with the District's Human Resources Department.

1073
 1074 The appropriate use of bereavement leave as specified herein shall not be considered for
 1075 purposes of determining excessive absenteeism.

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Section 4. Association Leave In the event the Association desires to send Bargaining Unit employee representatives on the business of the Association, and contingent upon the approval of the District by and through the Bargaining Unit employee's immediate supervisor, such Bargaining Unit employee will be allowed to attend to the business of the Association, provided a suitable substitute is available and the Association shall reimburse the District for the cost of the substitute. Requests for Bargaining Unit employee(s) to attend to the business of the Association shall be submitted in writing at least ten (10) days prior to the requested absence. Any such requests will be denied if the absence will disrupt the regular operations of the department or division, or if qualified and appropriate substitute coverage cannot be obtained.

This leave will not be charged against the employee in disciplinary action. No more than two (2) workdays will be approved per school year (July 1-June 30) for a Bargaining Unit employee to attend to the business of the Association.

Section 5. Long-Term Leaves The provisions of Board of Education policy GDBDB: Support Staff Long-Term Leaves and Absences, as modified hereafter from time-to-time by the District's Board of Education in its sole discretion, shall be applicable to eligible employees covered by this Agreement, including Leaves of Absences for Medical, Family, Child-Rearing, Educational and Military Leave.

When a Bargaining Unit employee is absent from active duty on any of the long-term leaves of absence allowed under this policy, the district shall not continue to make its required contributions to the Public School and Education Employee Retirement System (PSRS/PEERS) on behalf of the employee unless: 1) the employee is using their accrued sick leave time while on the leave of absence, or 2) the employee is receiving worker's compensation benefits, or 3) otherwise required by law. This long-term leave of absence policy does not constitute the sick leave provisions of the district for purposes of the Missouri statutes governing the Public School Retirement System/Public Education Employees Retirement System (PSRS/PEERS).

When a Bargaining Unit employee begins a leave of absence without pay, the Bargaining Unit employee relinquishes their specific work assignment. While a Bargaining Unit employee is on a long-term leave of absence, the Bargaining Unit employee shall remain an employee of the district. However, except as required by law, the Bargaining Unit employee shall not accrue leave time or service time with the district. The Bargaining Unit employee shall remain eligible to participate in the district's group medical insurance plan, but the Bargaining Unit employee shall be responsible for the prompt prepayment of the premium.

Section 6. Paid Time Off (PTO) Leave Should the Board of Education, in its sole discretion and professional judgment, adopt a policy to extend paid time off (PTO) to eligible support staff employees, and should such policy replace the District's sick leave policies, the parties agree that the following PTO provisions shall become effective on the date such policy becomes effective. However, should the Board of Education, in its sole discretion and

1120 professional judgment, determine that the adoption of a PTO policy is not appropriate, the
 1121 sick leave policies of the District shall remain in force and effect and shall be extended to
 1122 eligible Bargaining Unit employees.

1123
 1124 Bargaining Unit employees will accumulate four (4) PTO days on July 1 of each school year and
 1125 will accumulate one (1) PTO day each month of services. For purposes of accrual of PTO leave
 1126 benefits under this Article, the term “PTO leave day means the number of hours the employee is
 1127 regularly scheduled to work each workday. An eligible Unit employee who has less than a 1.0
 1128 FTE will accrue PTO leave on a pro-rata basis.

1129
 1130 Paid time off leave cannot be taken during the first week of the employee’s work schedule for
 1131 the school year. Further, paid leave cannot be taken for more than three (3) consecutive days
 1132 without submission of documentation from a medical provider indicating the need for extended
 1133 medical absences or advanced written approval of the employee’s immediate supervisor.
 1134 Bargaining Unit employees will provide at least forty-eight (48) hours advance notice of
 1135 expected or known PTO absences. Emergency situations, including unforeseen overnight
 1136 illnesses, will be reported as soon as possible.

1137
 1138 Paid leave may be used for the following absences, subject to the limitations noted herein:
 1139 a. Tax investigation.
 1140 b. Court appearances, unless applicable law requires no leave to be charged to the employee.
 1141 c. Wedding or graduation.
 1142 d. Observance of a religious holiday.
 1143 e. Conducting personal business of such a nature that it cannot be performed on a Saturday,
 1144 Sunday, or before or after school hours, including parent-teacher conferences.
 1145 f. Absences under leaves authorized by law, policy or the board that would otherwise be unpaid
 1146 including, but not limited to, leave under the FMLA.
 1147 h. Leave for other purposes as approved by the principal in writing.
 1148 i. Illness, injury, or incapacity of the employee.
 1149 j. Illness, injury, incapacity, or funeral of a member of the immediate family.
 1150 k. Illness, injury, or incapacity of other relatives, with permission granted by the superintendent.

1151
 1152 Unused PTO leave days do not accrue or carryover from year-to-year. Unused PTO leave
 1153 days will revert to personal sick leave at the end of the year (as of June 30 of a given school
 1154 year). Sick leave accruals remain subject to the limitations and maximum accruals set forth in
 1155 Board of Education policies, as may be amended from time-to-time hereafter by the Board of
 1156 Education in its sole discretion-

1157
 1158 **Section 7. Sick Leave Payout**

1159 A. Current Employee. Any eligible Bargaining Unit employee who has accrued more than
 1160 their maximum accumulations shall annually be compensated for all days in excess at \$100 per
 1161 day. The remittance of payment shall occur at such time as determined by the District.

1162 B. Bargaining unit employees who have accumulated more than 60 days of sick leave, upon
 1163 retirement or voluntary resignation with a written notice submitted 30-59 days prior to the

1164 effective date, shall be paid \$35 per day in excess of 60 days. The district reserves the right to
 1165 waive the two-week voluntary resignation notice period.

1166 C. Bargaining unit employees who have accumulated more than 60 days of sick leave, upon
 1167 retirement or voluntary resignation with a written notice submitted at least 60 days or more prior
 1168 to the effective date, shall be paid \$50 per day in excess of 60 days.

1169
 1170 **Section 8. Excessive Absences.** Should the Board of Education, in its sole discretion and
 1171 professional judgment, adopt a policy to extend paid time off (PTO) to eligible support staff
 1172 employees, and should such policy replace the District’s sick leave policies, the parties agree
 1173 that for disciplinary purposes, the term “excessive” as related to Bargaining Unit employees’
 1174 absences shall include all employee absences which are not otherwise protected by state or
 1175 federal law, including PTO absences, and shall not exceed the total number of PTO days
 1176 awarded per school year (July 1-June 30 of a given year). Any Bargaining Unit employee who
 1177 willfully violates or misuses the leave policies and/or leave plans of the District, or who
 1178 misrepresents any statement or condition in order to receive benefits allowed by this Article,
 1179 may be disciplined up to and including termination of employment.

1180
 1181 **Section 9. Inclement Weather Leave.**

1182 A. **Normal Circumstances.** In the event of inclement weather or an emergency which
 1183 causes the schools to close, but administrative offices to remain open on a scheduled workday,
 1184 all twelve (12) month Bargaining Unit employees shall report to work for regularly scheduled
 1185 shifts when administrative offices remain open during inclement weather unless otherwise
 1186 notified by the District. If twelve-month employees elect not to report to work on these days
 1187 due to hazardous road conditions, they must account for lost time by use of the vacation days
 1188 or paid time off should the District’s Board of Education adopt a policy to eliminate sick leave
 1189 and replace such leave with paid time off. Bargaining Unit employees without sufficient
 1190 leave accruals to cover such absences will be deemed to be absent without pay.

1191
 1192 B. **Severe Circumstances.** In the event of inclement weather or an emergency which causes
 1193 schools and the Administrative Offices to close on a scheduled workday, twelve (12) month
 1194 Bargaining Unit employees shall not physically report to work. Such Bargaining Unit
 1195 employees will be compensated for their standard workday and may be required to work
 1196 remotely if work is available. However, the District may elect to call in certain employees at its
 1197 discretion to perform the essential functions of their positions, ensuring that appropriate
 1198 preparations have been made to allow the district to return to normal operations. Employees
 1199 who are required to work shall be compensated at the rate of twice their straight-time
 1200 compensation (double time) for time actually worked on these days.

1201
 1202 C. Bargaining Unit employees who are classed as less than twelve (12) months will not be
 1203 required to work on days closed by the District due to inclement weather whereby the number of
 1204 workdays and compensation are reduced. For compensation to be earned on these day, the
 1205 following options may be utilized as deemed appropriate by the supervisor:

- 1206 (i) remote work if available;
 1207 (ii) on site work if approved by the supervisor;
 1208 (iii) the Bargaining Unit employee, in coordination with their supervisor, makes up the
 1209 missed workdays and submits a written record of the makeup time worked to the Payroll
 1210 Office within ten (10) days of completion of such work; or
 1211 (iv) the Bargaining Unit employee uses accrued and available PTO leave for such
 1212 day.

1213

1214 **ARTICLE 21. HOLIDAYS**

1215

1216 **Section 1. Designated Holidays.** The following days are the “Designated Holidays” for
 1217 purposes of this Agreement: New Year’s Eve Day, New Year’s Day, Martin Luther King Day,
 1218 President’s Day, Friday of Spring Break, Memorial Day, Independence Day, Labor Day,
 1219 Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day. A Unit
 1220 employee who meets the eligibility requirements of this Article, and is classified as a 12-month
 1221 employee, is eligible to receive all Designated Holidays. A Unit employee who meets the
 1222 eligibility requirements of this Article, and is classified as a 9 month or more, but less than 12-
 1223 month employee, is eligible to receive all Designated Holidays, except Independence Day.

1224

1225 **Section 2. Rate of Holiday Pay.** A Unit employee, when working for the District, shall
 1226 receive one (1) day of pay for each Designated Holiday in accordance with the requirements set
 1227 forth in this Article. Holiday pay shall be based on the employee’s normally scheduled number
 1228 of hours per workday and shall be paid at the employee’s straight-time rate of pay. Holiday pay
 1229 shall not be considered to be time worked for the purposes of computing overtime compensation.
 1230 Work actually performed on holidays shall be compensated in accordance with Article 21,
 1231 Section 6, except as otherwise noted in Article 21, Section 5 regarding work performed on
 1232 specified holidays.

1233

1234 **Section 3. Designated Holidays Falling on Weekend.** When any of the Designated
 1235 Holidays fall on Sunday, the following Monday shall be observed as the Designated Holiday.
 1236 When any of the Designated Holidays fall on Saturday and the schools are not in session the
 1237 preceding Friday, the Designated Holiday shall be observed on Friday.

1238

1239 **Section 4. Continuous Operations Holiday Pay.** Bargaining Unit employees serving in
 1240 School Police Dispatch due to the required 24 hours a day 365 days a year shall be recognized as
 1241 being employed in “Continuous Emergency Operations” positions and as such shall be awarded
 1242 “Continuous Operations Holiday Pay for hours worked on a Designated Holiday consisting of
 1243 double the employees regular hourly rate of pay with a “floating” holiday to be used at a
 1244 mutually agreed upon time which does not interfere with the regular operations of the
 1245 department of the District. The “floating” holiday shall be used within the District’s fiscal year it
 1246 is earned and may not be combined with other floating holidays to exceed a single eight (8) hour

1247 shift absence. If unused in the designated time frame, it will be paid out at the employees’
 1248 regular rate of pay.

1249
 1250 **Section 5. Work on Specified Holidays.** School Police Officers who are required to work
 1251 on Christmas Day, Thanksgiving Day, and/or Independence Day shall be compensated at twice
 1252 their straight-time compensation (double time) for time actually worked on the specified holiday.

1253
 1254 **Section 6. Districtwide Scheduled Closure.** In the event Bargaining Unit employees are
 1255 required to report to work on a day that the entire District is scheduled to be closed for reasons
 1256 other than those stated in Article 20, Section 9 herein, Bargaining Unit employees will be
 1257 compensated at the rate of one-and-one-half (1.5) the employee's regular straight-time rate of
 1258 pay.

1259
 1260 **ARTICLE 22. VACATION**

1261 **Section 1. Vacation Eligibility.** Unit employees who are classified as full or part-time
 1262 twelve (12) month employees shall be eligible to receive vacation benefits. Temporary
 1263 employees and employees who are classified as less than twelve (12) month employees are not
 1264 eligible to receive vacation benefits. The qualifying date for vacation benefits will be the
 1265 employee’s employment anniversary date from the employee’s most recent date of hire.

1266
 1267 **Section 2. Vacation Accrual.** Vacation days shall be accrued by eligible Unit employees at
 1268 the following rate, based on the number of hours in their regular workday:

<u>Mos. Of Continuous Service</u> <u>From Last Date of Hire</u>	<u>Rate of Accrual Per Mo.</u>	<u>Maximum Annual Accrual</u>
1 through 72	5/6 of a workday	80 hours or 10 times the employee’s regular workday whichever is less
73 through 120	1¼ workday	120 hours or 15 times the employee’s regular workday whichever is less
over 120	1 ⅔ workday	160 hours or 20 times the employee’s workday whichever is less

1271
 1272
 1273 The term “workday” for accrual purposes, means the number of hours the eligible Unit employee
 1274 is regularly scheduled to work.

1275
 1276 **Section 3. Application of Benefits.** Eligible employees may be allowed to use vacation time
 1277 in smaller than forty (40) hour increments with the approval of the District. Vacation benefits
 1278 shall be taken within the twelve (12) calendar months following the employee’s qualifying date
 1279 for eligibility and shall not accumulate from year to year. Benefits paid under this Article shall

1280 not be considered as time worked for the purpose of computing overtime compensation.
 1281 Whenever possible, the employee's vacation time preference will be granted by the District.
 1282 However, the needs of the District may require the District to adjust scheduled vacation or deny
 1283 individual vacation requests in its discretion.

1284
 1285 **Section 4. Unused Vacation.** The District shall not be responsible for payment of vacation
 1286 benefits if a Workforce employee fails to sign up for all or part of accrued vacation time pursued
 1287 to this Article and such benefits were lost because they were not taken within the twelve (12)
 1288 calendar months following the employees qualifying date for eligibility pursuant to this Article.
 1289 In the event a Workforce employee signs up for all allotted vacation time pursuant to this Article,
 1290 any previously scheduled and approved vacation time which is required to be rescheduled by the
 1291 District and which cannot be taken within twelve (12) calendar months following the
 1292 employee's qualifying date for eligibility due to work requirements of the District which the
 1293 District determines require the presence of the Bargaining Unit employee, shall be paid for by
 1294 the District. A Bargaining Unit employee's personal decision to reschedule vacation time
 1295 resulting in excess vacation days will not be compensated per this section.

1296
 1297 **Section 5. Emergencies.** If a member of an employee's family suffers a death/serious
 1298 accident or illness, which conflicts with the taking of a schedule and approved vacation, such
 1299 vacation time may be rescheduled at a later date.

1300
 1301 **ARTICLE 23 – BENEFITS**

1302
 1303 **Section 1. Fringe Benefits** The provisions of Board of Education policy GDBC : Support
 1304 Staff Fringe Benefits, as may be modified hereafter from time-to-time by the District's Board of
 1305 Education shall be applicable to eligible Bargaining Unit employees. Board or Education policy
 1306 GCBC shall be consistent with state and federal law. Eligible Bargaining Unit employees shall
 1307 be extended these fringe benefits in the same manner and to the same extent as other eligible
 1308 district employees, including health insurance and retirement contributions to the Public
 1309 Education Employees Retirement System.

1310
 1311 **Section 2. Early Separation Notice.** For the 2022-2023 school year only, the District
 1312 agrees to extend an early notice pilot program for Bargaining Unit employees.
 1313 \$1000 – Early notice of resignation or retirement is received by the Human Resources
 1314 Department 90+ calendar days prior to retirement or voluntary resignation and the Bargaining
 1315 Unit employee works the entirety of the school year.
 1316 \$750 – Early notice of resignation or retirement is received by the Human Resources Department
 1317 60-89 calendar days prior to retirement or voluntary resignation and the Bargaining Unit
 1318 employee works the entirety of the school year.
 1319 \$500 – Early notice of resignation or retirement – is received by the Human Resources Department
 1320 30-59 calendar days prior to retirement or voluntary resignation and the Bargaining Unit
 1321 employee works the entirety of the school year.

1322 Bargaining Unit employee must have worked for a minimum of one year (one full work calendar
1323 *year*) to qualify for participation in the early notice incentive program.
1324

1325 **Section 3.** **Health Insurance.** SEPS employees who are eligible, as defined by the District's
1326 Summary Health Plan Document, will be eligible to participate in the District's Employee Health
1327 Care Program to the same extent as other District employees. The Association agrees that in the
1328 event reasonable and good faith negotiations between the parties fail to result in an agreement
1329 concerning the nature and extent of the District's Employee Health Insurance Plan which will be
1330 applicable to SEPS employees, the ultimate decision on the nature and extent of the District's
1331 Employee Health Care Program shall be left to the District's Board of Education.
1332

1333 **Section 4.** **Retirement.** The District will make contributions to the Public Education
1334 Employees Retirement Fund as required by law, and as may be amended from time-to-time
1335 hereafter.
1336
1337

1338 **ARTICLE 24 – WAGES**

1339

1340 **Section 1. Salary Schedule.** The amended Salary Schedule attached as “Exhibit 1” shall
 1341 apply to the Bargaining Unit employees during School Year 2022-23.

1342 A. Effective July 1, 2022, eligible unit employees will receive a one (1) step increase on the
 1343 District’s Salary Schedule.

1344 B. Effective July 1, 2022, eligible unit employees shall be compensated in accordance with
 1345 the negotiated Salary Schedule attached hereto as Exhibit 1.

1346

1347 **Section 2. Overtime Compensation.** All work performed by a non-exempt bargaining unit
 1348 employee after such employee has actually worked forty (40) hours in a work week shall be
 1349 compensated for at the rate of one and one-half (1.5) times the employee’s straight-time hourly
 1350 rate of pay. Overtime should be voluntary on the part of the employee when possible but may be
 1351 assigned by the Chief of Police or the District if necessary. Further, in emergency situations, the
 1352 District has the right to require the employee to work. The emergency must include a clear or
 1353 present danger to the District in the loss of life, limb, property or constitutes a safety hazard. The
 1354 Chief of Police shall be authorized to adjust Bargaining Unit employees’ schedules to reduce
 1355 overtime when work schedules can reasonably accommodate without substantial disruption to
 1356 the operations of the department and the District.

1357

1358 **Section 3. On-Call Pay.** School Police Officers are assigned to be on call on a rotation basis
 1359 on evenings and weekends throughout the year. Any School Police Officer who is on call shall
 1360 be compensated at the rate of one (1) hour of pay for every six (6) hours on call at the
 1361 employee’s standard hourly rate unless such employee has actually worked forty (40) hours in
 1362 the respective work week then they shall be compensated at the rate of one and one-half the
 1363 employee’s standard rate of pay for on call hours in excess of forty (40) hours.

1364

1365 Officers-must have a means to be contacted on their person or in their immediate vicinity at all
 1366 times while being in an “on call” status. They must remain within a distance of the District that
 1367 will allow them to respond to any incident within 45 minutes of being notified. They shall be in
 1368 an approved uniform with all required equipment and shall refrain from any individual
 1369 behaviors/activities or responsibilities that would prevent or delay said response (i.e.,
 1370 consumption of alcohol, childcare concerns, other off duty activities).

1371

1372 **Section 4. Call-In Pay / SEPS After Hours Response Pay. School Police Officer:** Any
 1373 officer who is on-call-and is notified by a Supervisor or by School Police Dispatch with a
 1374 supervisor’s approval to respond to an incident shall be compensated at their regular rate of pay
 1375 for all hours worked up to and including forty (40) hours in a work week. Such employees shall
 1376 be compensated at the rate of one and one-half times their regular rate of pay (1.5) for all hours
 1377 worked in excess of forty (40) in a given work week. The total work time related to the incident
 1378 shall include travel time reporting to and returning from the site of the incident. Such time must
 1379 be reported and noted on the Officer’s submitted time sheets.

1380
 1381 **School Police Communications Clerk.** Any Communications Clerk who is called into work to
 1382 fill a shift or part of a shift due to unplanned and/or unexpected vacancy shall be compensated at
 1383 their regular rate of pay for all hours worked up to and including forty (40) hours in a work
 1384 week. Such employees shall be compensated at the rate of one and one-half times their regular
 1385 rate of pay (1.5) for all hours worked in excess of forty (40) in a given work week

1386
 1387 **Section 5. Extra Duty Assignment Pay.**

1388 **School Police Officers:** Extra Duty Assignments include District sponsored events such as
 1389 athletic events, school dances, celebrations, extra-curricular events and competitions,
 1390 Graduations Board of Education meetings and any other events sponsored by a school or the
 1391 District that occur outside the normal school hours of School Police Officer's regular shift hours
 1392 that require an Officer(s) to be present. School Police Officers assigned to such events will be
 1393 compensated at their regular rate of pay for all hours worked up to and including forty (40) hours
 1394 in a work week. Such employees shall be compensated at the rate of one and one-half times their
 1395 regular rate of pay (1.5) for all hours worked in excess of forty (40) in a given work week.

1396
 1397 Extra Duty Assignments shall be extended based on seniority as established in Article 10 of this
 1398 Agreement. The assignment shall take place pursuant to a process identified or established by
 1399 the Director/Chief of School Police. Any unfilled or unexpected events shall first be filled on a
 1400 voluntary basis and the by direct assignment by the Director/Chief of School Police or his
 1401 designee thereafter.

1402
 1403 **ARTICLE 25 - SAVINGS CLAUSE/COMPLETE AGREEMENT**

1404
 1405 **Section 1. Enforcement.** If any portion of this Agreement is or at any time shall be
 1406 determined by a court of law to be contrary to law, then such portion shall not be applicable or
 1407 performed or enforced, except to the extent permitted by law, and shall be subject to appropriate
 1408 negotiations with the Association.

1409
 1410 **Section 2. Continuation.** In the event that any portion of this Agreement is or shall at any
 1411 time be determined to be contrary to law, all other portions shall continue in full force and
 1412 effect.

1413
 1414 **Section 3. Board of Education Policies.** The SEPS Group expressly waives any right to
 1415 meet and negotiate concerning any Board of Education Policy and agrees that the District's
 1416 Board of Education shall be free to promulgate, amend, implement, or repeal any Policy,
 1417 Guideline or Resolution without engaging in negotiations concerning such subjects or matters
 1418 with the SEPS so long as such policy does not conflict with any provisions of this Agreement.

1419

1420 **ARTICLE 26 - TERM OF AGREEMENT**

1421

1422 **Section 1. Term of Non-Economic Provisions of Agreement.** The non-economic
 1423 provisions of this Agreement shall be in full force and effect from the 1 day of July, 2022, and
 1424 shall continue until the 30th day of June 2023, automatically renewing itself for additional periods
 1425 of one (1) year each thereafter, from year to year, unless written notice is given by either party
 1426 sixty (60) days prior to February 1, 2023 or February 1 of any year thereafter in which this
 1427 Agreement exists, of a desire to cancel or amend this Agreement. The term "Non-Economic
 1428 Provisions" shall include all Articles of this Agreement, except wages and economic benefits
 1429 (such as holidays, sick leave, leaves of absence, benefit plans, etc.), for the SEPS Group.

1430

1431 **Section 2. Negotiations for Economic Provisions.** The parties agree that negotiations for
 1432 economic provisions of this Agreement shall take place on a yearly basis and shall commence
 1433 no earlier than February 1 and will conclude by June 1 of the school year in which negotiations
 1434 occur, unless the parties otherwise agree. The term "Economic Provisions" shall include wages
 1435 and economic benefits (such as holidays, sick leave, leaves of absence, benefit plans, etc.) for
 1436 the SEPS Group. These negotiations may be solely between the SEPS Group and the District or
 1437 may include the representatives of other certified/recognized District employee groups, as
 1438 agreed by the parties.

1439

1440 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in
 1441 duplicate by their authorized representatives.

1442

1443 **For the Springfield National Education Association**

1444

1445

1446 _____

Dated: _____, 2022

1447

1448

1449 **For the School District of Springfield, R-12**

1450

1451

1452 _____

Dated: _____, 2022

1453

1454