

AGREEMENT

**District Secretarial Employees
(July 1, 2022 through June 30, 2023)**

Between

The School District of Springfield, R-12

and

Springfield National Education Association

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ARTICLE 1 – PURPOSE

Section 1. It is the purpose of this Agreement to promote mutual cooperation and understanding between the Springfield National Education Association – Secretarial Employees, 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 production and efficiency, 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 primary responsibility of the District is to educate the children in the District; that pursuant to Revised Statutes of Missouri, the District is under the general control and management of the Board of Education, who possess 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 with the terms of this Agreement.

ARTICLE 2 – RECOGNITION

Section 1. Recognition of the Springfield National Education Association. The District’s Board of Education (“Board”) has recognized the Springfield National Education Association (“Association”), an affiliate of the Missouri National Education Association, as the exclusive bargaining representative for the purpose of collective bargaining regarding matters relating to salaries and other conditions of employment for the following workforce:

“All full-time and regular part-time office clerical employees; excluding all confidential employees, Human Resources Department clerical employees and analysts, Administrators, managerial employees, supervisors, guards and watchmen and all other District employees and District students.”

Whenever the term “Unit” is used in this Agreement it shall mean the group of employees described in this Section. For purposes of this Agreement, the Association will also be known as the Springfield National Education Association Secretarial Employees.

Section 2. Negotiations Process. As a part of the negotiation process, the Association will present proposals to the District relative to salaries, hours of employment and other terms and conditions of employment for the employees in the Unit. The District shall discuss such proposals with the Association, and upon completion of such discussions, the results shall be reduced to writing and be presented to the Board, and the Unit, for their ratification or rejection.

Section 3. Board of Education Statutory Authority. Agreements reached through the negotiations process may be adopted by the Board as an Agreement with the Association, and once ratified, constitute a binding agreement that may not be unilaterally changed. Nothing in this Agreement shall have an effect on existing or future Board Policies over which the Board

shall retain the total and final responsibility and authority for the promulgation, revision, amendment, implementation, or deletion pursuant to the Revised Statutes of Missouri. Board Policies shall govern on all matters not covered by a specific provision in this Agreement.

ARTICLE 3 – DISTRICT RIGHTS AND AUTHORITY

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

- A. To determine the District’s mission, objectives, policies, and budget;
- B. To determine and set all standards of service offered to the public;
- C. To maintain executive management and administrative control of the District and its properties and facilities and the activities of its employees as related to the conduct of District affairs;
- D. To delegate authority to the Administration, as necessary, for the development and organization of the means and methods of instruction and the performance of professional duties according to current Board policy or as the same may from time-to-time be amended;
- E. To introduce new or improved methods, equipment, and facilities;
- F. To establish, modify or eliminate programs, curriculums and/or courses of instruction, including special programs and athletic, recreational, and social events for students;
- G. To determine whether to provide or purchase goods and services;
- H. To determine the number of employees it shall employ in any classification, certification, school, building, department, or operating unit at any time, all as deemed necessary or advisable by the Board;
- I. To hire all employees and to determine their qualifications;
- J. To determine employee conditions for employment or continued employment and subject to the provisions of existing law and the terms of this Agreement;

- K. To discipline, dismiss, demote, evaluate, promote, transfer, or lay off any employee, subject to the terms of this Agreement;
- L. To determine the academic calendar; and,
- M. To determine the duties, responsibilities, and assignments of those individuals in the Bargaining Unit.

Section 2. The rights and authorities of the District, referred to in this Article, are not all-inclusive, and the omission of any of the usual inherent and fundamental rights of the District, does not constitute a waiver of such rights by the District.

Section 3. In the event a dispute resolution procedure is used as a part of the grievance procedure in this Agreement, the fact finder shall not have the right to extract from or impair the District's rights and authorities specifically reserved above.

ARTICLE 4 – ASSOCIATION RIGHTS

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

Section 2. Use of Buildings. The Association shall have the same right to use District buildings in the same manner as any other employee support groups recognized by the Board subject to the reasonable regulations and/or policies of the Board governing use of such buildings.

Section 3. Bulletin Board. The Association shall be granted space within each District building, where Unit employees are regularly assigned to work, for the placement of one (1) bulletin board, to be purchased and installed at the Association's expense. It is agreed that Unit employees shall use an existing Association bulletin board. In the event a Unit employee is regularly assigned to work in a building where there is no existing Association bulletin board, the Association may use an existing bulletin board provided it is agreeable to the District and the Association. Any new bulletin board shall not be more than twenty-four (24) inches high or thirty-six (36) inches wide in size. All Association notices or other materials shall only be posted on this bulletin board and at no other location in each building.

Section 4. Association Business. All Association business, including but not limited to, the investigation of grievances, attendance at meetings (unless specifically allowed in this Article), preparation for any dispute resolution proceeding allowed by this Agreement, or attendance at organizational meetings, shall be conducted outside of the working time of any employee involved in such business except with the express, written approval of the Human

Resources Department. The SNEA President or Uniserv Director may meet with the District concerning grievances or work-related issues for reasonable times during the workday with the approval of the Human Resources Department.

Section 5. Use of District Mailboxes. The Association shall have the right to use school mailboxes and the intra-district mail service for the distribution of materials to Unit employees. A copy of any material to be disseminated shall be approved by the Human Resources Department prior to the proposed dissemination. The Association shall be responsible for providing an adequate number of copies of any such material to be distributed.

Section 6. Posting of the Agreement. Upon ratification by the Board and the Association, the District shall post the current Agreement on the District's website.

Section 7. General Rights of Employees. Unit employees shall have the right to join or refrain from joining the Association or other labor organizations.

Section 8. No Discrimination. There will be no discrimination against any Unit employee because the employee joins or refrains from joining the Association.

Section 9. List of Unit Employees. The Association, as the exclusive representative of the Unit, shall be provided the names and contact information including home address, telephone number and email address, for the members of the Unit upon reasonable request. The Association shall also be provided with the names, addresses and email addresses of newly hired Unit employees at the beginning of each school year and upon reasonable request.

Section 10. Dues Deduction. The District will deduct all Association dues and Association PAC contributions from the pay of each Unit employee who provides the District with a written authorization for such deductions. The Association shall be responsible for providing the authorizations to the District. Dues shall be deducted on a monthly basis and remitted to the Association by the fifteenth (15th) day of the following month.

Section 11. School District Meetings. The Association shall be given the opportunity to have one (1) representative attend any open Board meeting that pertains to the Association. In the event such meeting is scheduled during the scheduled working hours of the Association's Representative, such absence shall be without cost to the District, except that the District may, in its discretion, allow the Association Representative to make up the missed working time within the same work week. In no event shall time spent by the Association Representative pursuant to this Section be considered to be hours worked for purposes of computation of overtime compensation.

Section 12. Matters of Concern. Upon reasonable request of the Association to the Human Resources Department, that Department or its designee shall meet with the Association President, or designee, to discuss concerns of the Association. Such meeting shall occur within two business days if possible.

Section 13. Use of District Email System. The Association, through its President only, may use the District email system to notify Unit members of bargaining unit meetings. The parties may elect to jointly communicate with the Unit concerning the status of negotiations.

Section 14. Association Absences. In the event the Association desires to send a representative to a local, state or national conference or other business pertaining to the Association, the Association shall make written application, at least ten (10) days in advance of the first expected day of absence, to the Human Resources Department, who shall have the discretion to grant or deny such request, in whole or in part, and shall retain the discretion to disallow the absence should the needs of the District so require. The absence if taken, will be without cost to the District.

Section 15. Right of Representation. Unit employees have the right to request representation from the Bargaining Unit at any investigative interview conducted by the District that the employee reasonably believes is likely to result in disciplinary action. Unit employees may request this representation at any time prior to or during the interview. If the employee reasonably believes that the meeting has become disciplinary, the employee may stop the investigative meeting and request union representation. The meeting may recommence once representation has arrived and the union representative has had an opportunity to consult privately, when possible, with the bargaining unit employee. If requested, the District may opt to: (1) grant the request and delay questioning until the union representative arrives and the union representative has had a chance to consult privately with the unit employee; (2) deny the request and end the interview; or, (3) give the unit employee a choice between having the interview without representation or ending the interview. Although reasonable efforts will be undertaken to support requests for union representation otherwise, the right to representation does not extend to: (i) meetings for the purpose of conveying work instructions, training or communicating needed corrections or improvements in work; (ii) meetings where the employee is assured by the District prior to the interview that no discipline or employment consequences will result from the meeting; or, (iii) when the purpose of the meeting is to convey or impose discipline that has already been determined with the final decision made prior to the meeting. Association representatives may include Missouri National Education Association staff and designated member leaders. However, designated member leaders will not be dismissed from District work responsibilities to participate in such meetings.

ARTICLE 5 – NONDISCRIMINATION

Section 1. No Discrimination. There will be no discrimination against any employee because of such individual's race, color, religion, national origin, sex, ancestry, age, disability, or military status or for any other reason made unlawful by federal or State of Missouri statutes or regulations, or the Ordinances of the City of Springfield, Missouri.

Section 2. No Discrimination – Students, Parents or Others. Unit employees shall not engage in conduct which constitutes discrimination toward any District student, parent, or other person,

on the basis of the individual's race, color, religion, national origin, sex, ancestry, age, military status, or disability, or for any other reason made unlawful by federal or State of Missouri statutes or regulations, or the Ordinances of the City of Springfield, Missouri.

ARTICLE 6 – GENERAL WORKING CONDITIONS

Section 1. Work Schedules. Daily and weekly work schedules shall be made by the District, in its discretion, and such schedules may be changed by the District to meet the varying conditions and needs of the District. Twelve (12) month employees will be scheduled to work 260 days each year, inclusive of paid holidays. If, in the sole discretion of the District, non-work days due to district closure are added to the work calendar that would cause twelve (12) month employees to have fewer than 260 scheduled work days, the employee will be compensated for the amount of scheduled non-work days due to district closure that will ensure a total of 260 days of compensation, inclusive of paid holidays.

Section 2. Personnel File. Employees shall have the right, upon reasonable 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 President and/or Uniserv Director may view a Unit employee's personnel file with the written consent of the employee.

Section 3. Reporting Child Abuse or Neglect. Unit 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 their Principal or Supervisor. If neither of these persons is immediately available, the employee shall make the report directly to the Children's Division of the Missouri Department of Social Services hotline, pursuant to State law.

Section 4. Reporting Arrests. In the event a Unit employee is arrested and/or charged with a felony violation of state or federal law or a substantiated allegation of child abuse/neglect, the employee, or an Association Representative, shall report such event to the District's Human Resources Department prior to the employee's next workday for the District.

Section 5. Professional Clerical Parameters – The District will make a reasonable effort to ensure that Unit employees are not required to dispense medications to students or perform other duties typically performed by the school nurse. In the event that a Unit employee is required to perform duties typically assigned to the school nurse, they shall seek appropriate guidance from their supervisor, if necessary.

Section 6. Discharge/Discipline of Employees. The discharge or discipline of employees, when necessary, shall not be performed in an unreasonable, arbitrary, or capricious manner.

Section 7. Lunch Breaks. Unit employees shall have an unpaid thirty (30) minute duty-free lunch each workday scheduled by the District consistent with the needs of the building or

department to which the employee is assigned. If an employee is required to return to work and misses all or part of the thirty (30) minute lunch period, the remainder of the lunch period will count as time worked.

ARTICLE 7 – NO STRIKES

Section 1. No Strikes. There shall be no strikes, including but not limited to, a work stoppage, sympathy strike, or slowdown, on the part of the Unit employees.

Section 2. Discipline. Should any Unit employee engage in a strike, work stoppage, sympathy strike or slowdown, such conduct shall be cause for discipline, up to and including immediate discharge of the employee or any or all of the employees involved therein, in the District’s discretion, with recourse to the grievance procedures set forth in this Agreement, only as to whether the District was justified in its belief that such Unit employee or employees engaged in conduct proscribed by this Article.

ARTICLE 8 – GRIEVANCE PROCEDURE

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

- A. “Grievance” is a claim by a Unit employee that there has been a violation or misapplication of the provisions of this Agreement, Policies of the Board of Education that are specifically referenced in this Agreement or Missouri law where the ultimate solution rests within the authority of the Board of Education. The term “Grievance” does not include matters which are covered by State or Federal Statutes.
- B. “Grievant” is the Unit employee or employees who filed the grievance and who are directly affected by the alleged violation or misapplication of the provisions of this Agreement, as defined above.
- C. “Business days” means the days Monday through Friday (exclusive of all recognized District holidays) when the District Administrative Offices are open for business.

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

- A. Grievances of like nature may be consolidated at any appropriate level of this grievance procedure when mutually agreed to in writing by the Grievant and/or Association and the District.
- B. The number of days indicated at each Level should be considered as a maximum, and every effort should be made to expedite the process. Failure by the Association or the Grievant to take action within any time limit specified in this Article shall cause the grievance to automatically be waived, forfeited and

dropped, and the grievance shall thereafter not be subject to the grievance procedures set forth in this Article. The time limits specified may, however, be extended by mutual agreement in writing. If any time limit specified in this Article extends into Spring Break, Winter Break or Summer Break, when the grievant is not assigned to work, any applicable time limitation in this Article shall be automatically extended by ten (10) business days. Failure of the District or its representatives to take action within the time limits specified shall result in the matter being automatically passed to the next step of the grievance procedure.

- C. All documents, communications, and records specifically dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- D. Time spent by employees, whether Grievant or Representative, in the processing of grievances shall be, to the degree possible, at times when such employees are free from assigned duties.
- E. All meetings and/or hearings under this procedure shall be conducted in private and should normally include only the witnesses and parties referred to herein, unless mutually agreed upon by the parties.
- F. Should any District administrator or supervisor referred to herein be unavailable to perform the specific functions under this Article, the Superintendent or Board may designate a substitute to perform those functions and shall notify the Association of such change. Such designation shall be made within the time limit which the unavailable administrator or supervisor was to have taken action under this Article.
- G. No reprisal of any kind shall be taken by the Board, the Administration, the Association, any employee, or participant/ witness against any Grievant or other participant in the grievance procedure.
- H. If the Grievant or the Association at any time during the proceedings set forth herein, files for relief and/or a remedy through any other legitimate forum including the courts, local, state or federal agency, for redress of the same or substantially similar questions of fact, the grievance procedures may be suspended by the District, pending resolution of such issues by the chosen forum.
- I. The Grievant may be accompanied, if desired, by an Association representative. The accompanying individual may assist the Grievant in the presentation of the grievance.

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

A. Step 1 – First Line of Supervision/Building Administrator

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

(2) Filing of Grievance with Cabinet Member – If the Grievant is not satisfied with the resolution of the grievance after the informal discussion outlined above, or if the informal grievance discussion does not occur within the time period specified in Section 3(A)(1) above, the Grievant may file a grievance, in writing, on a form prepared for this purpose, with the appropriate Cabinet Member within twelve (12) business days after the date of the occurrence of the event giving rise to the grievance or after such event first became known to the Grievant.

(a) The written grievance shall provide a description of the facts that are alleged to give rise to the grievance and shall state the remedy requested;

(b) Within five (5) business days after the Cabinet Member receives the written grievance, a meeting shall be held with the Grievant and the Cabinet Member at a mutually agreeable time other than when the employee is engaged in assigned duties, to discuss the grievance and attempt to resolve the same. The Grievant may be accompanied by an Association representative to the meeting upon the request of the Grievant.

(c) The Cabinet Member shall render a decision and communicate it in writing to the Grievant and/or the Association, and the Human Resources Department within five (5) business days following the meeting between that person and the Grievant.

B. Step 2 – Superintendent/Human Resources Department

(1) Filing of Grievance with the Superintendent/Human Resources Department – If the Grievant is not satisfied with the resolution of the grievance at Step 1, or if no decision has been rendered, the Grievant may present the grievance to the Superintendent/Human Resources Department. The grievance shall be presented in writing within five (5) business days after the decision at Step 1, or ten (10) business

days after the meeting between the Grievant and the Cabinet Member if no decision was rendered by the Cabinet Member.

(2) Meeting with the Superintendent/Human Resources Department – Within five (5) business days after the grievance is presented to the Superintendent/ Human Resources Department, a meeting shall be held with the Grievant and the Superintendent or the Human Resources Department, who shall serve as the designee of the Superintendent, in an effort to resolve the grievance.

(3) Decision of the Superintendent/Human Resources Department – The Superintendent/Human Resources Department shall give an answer within five (5) business days of the meeting and communicate it in writing to the Grievant, Association and Cabinet Member.

C. Step 3 – Appeal To The Board Of Education

(1) Appeal to the Board – In the event the Grievant is not satisfied with the resolution of the grievance at Step 2, or if no decision has been rendered by the Superintendent/Human Resources Department, the Grievant may appeal the resolution to the Board.

(2) The Board shall consider and decide the Grievant’s appeal in closed session which shall occur no later than the second scheduled meeting or thirty (30) days, whichever is longer, after receipt of the Grievant’s appeal, unless otherwise agreed-to by the Grievant and District. The Board shall receive and review the grievance, previous decisions and responses and may accept, reject, or modify any previous determination made on the Grievance.

(3) The Board will hear the appeal by receiving written submissions from the Grievant and the Administration and may, upon request of the Grievant, listen to oral presentations by the Grievant and the Administration.

(4) The decision of the Board shall be final and binding upon all parties to the grievance procedure. The Board shall notify the Grievant in writing as to its decision within ten (10) business days after a final vote is taken concerning the appeal of the Grievance.

ARTICLE 9 – WORK PERFORMED BY NON-UNIT PERSONS

Section 1. Use of Non-Unit Persons. The District may, at its discretion, utilize supervisory and other non-Unit persons to perform work on a temporary basis, even when such work was previously performed by a member of the Unit.

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

Section 3. Substitutes. Nothing in this Agreement shall prohibit, or be construed to prohibit, the District from hiring and/or utilizing full or part-time substitute persons who shall not be considered a part of the Unit or otherwise subject to the terms of this Agreement.

ARTICLE 10 – SENIORITY

Section 1. Probationary Period. An employee who is hired into the Unit shall be considered to be a probationary employee without seniority rights until the employee has completed ninety (90) days of continuous employment with the District in the Bargaining Unit. The District shall have the right to extend an employee’s probationary period for an additional six (6) months should the employee’s performance be deemed marginal, in the District’s opinion. Notification will be given to the employee and the Association should the employee’s probationary period be extended. During the probationary period, the District may discharge, discipline, layoff or transfer any probationary employee with or without cause in its sole discretion, and such action shall not be subject to the grievance procedure, or any dispute resolution proceeding allowed by this Agreement. Upon completion of the probationary period, the employee’s service shall be regarded as continuous from the date of last hiring with the District.

Section 2. Definition of Seniority. Whenever the term “seniority” is used in this Agreement, it shall be defined as the employee’s length of continuous service from the employee’s last date of hire with the District, in the Unit. However, whenever the term “seniority” is used in this Agreement, it shall always be subject to the employee being both equally qualified and available at the time. If qualifications and availability are equal, length of continuous service shall be the determining factor.

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

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

- A. Voluntary quits;

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

Section 5. Seniority List. The District will prepare a list of all Unit employees by seniority upon request of the Association. The seniority list shall contain the employee's name, date of hire, the school/department where the employee is assigned to work, salary code and step.

Section 6. When Seniority Governs. Seniority, as defined in this Article, shall govern in situations involving layoffs and recalls and transfers, as set forth in Articles 11 and 12 of this Agreement.

ARTICLE 11 – LAYOFFS AND RECALLS

Section 1. Decision to Lay Off or Recall. The decision whether to lay off or recall employees, the number of employees to be laid off or recalled and the scope of the layoff or recall including the work sites and/or departments where the layoff or recall will take place shall be made by the District, in its discretion, based upon its best judgment consistent with the educational mission of the District.

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

- A. The District will determine the number of Unit employees to be laid off and the work site and/or department where the layoff will take place.

B. The District will ask for volunteers for layoff. Should any employee volunteer for layoff, the District shall, in its discretion, approve or disapprove the request for voluntary layoff.

C. After any approved voluntary layoffs, the District will terminate any temporary employee who is working in a classification covered by this Agreement. If further layoffs are needed at the designated work site and/or department, the District will lay off probationary employees, based on their date of hire, who are working in a classification covered by this Agreement, before non-probationary Unit employees are laid off.

D. If further layoffs are necessary at the designated work site and/or department, other Unit employees will be laid off using seniority, as defined in Article 10 of this Agreement.

Section 3. Employees Remaining After Layoff. All employees remaining in the Unit after a layoff, as defined by Section 2 of this Article, may face possible reassignment to fill vacancies, in the District's discretion.

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

A. The District will designate the number of employees to be recalled and the work site and/or department where the recall will take place.

B. The District will offer the open position(s) to Unit employees who are laid off using Seniority, as defined in Article 10 of this Agreement.

C. The District's offer to the employee shall be communicated by a telephone call to the last telephone number listed for the employee in the District's personnel records which shall be confirmed by a letter provided to the employee by hand delivery or sent by regular United States Mail to the last address listed for the employee in the District's personnel records. A copy of the letter shall be sent to the Association. The employee shall be deemed to have received notice of recall on the earliest date of the following events: (1) the date the employee is orally informed by the District that the employee has been recalled from layoff; (2) the date the confirmation letter is hand delivered to the employee by the District; or, (3) the date the confirmation letter to the employee or the Association is placed in the United States Mail by the District.

D. The District may use non-bargaining unit persons to temporarily perform the work of employees who have been recalled to work, but who have not reported for duty, provided the District has notified the employee as described in Section 4(C)

above. A recalled employee must report for work within ten (10) business days from the date the employee receives the notice of recall as described in Section 4(C) above.

ARTICLE 12 – TRANSFERS

Section 1. Transfer Preference Notification. Any Unit employee who desires to transfer to a different work location in the District, may indicate interest through a process established by the Human Resources Department. Such statement may list the employee’s transfer preference(s).

Section 2. Assignment to Open Positions. When a Unit work location opening occurs, the District will consider the qualifications and availability of the Unit employees who have expressed an interest to be assigned to that work site. The term “qualifications and availability” shall be defined for the purpose of this Article, as set forth in Article 10, Seniority, Section 3 of this Agreement.

ARTICLE 13 – EMPLOYEE DRUG/ALCOHOL TESTING

Section 1. Drug/Alcohol Testing Generally. This Drug/Alcohol Testing program applies to all Unit employees and includes testing for Drugs and Alcohol as described herein.

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

- A. Driver – an Employee who operates a commercial motor vehicle (CMV) or is required by the District to hold a commercial driver’s license (CDL) or operates a school bus. Driver includes, but is not limited to, full time and part-time regularly employed drivers, and intermittent or occasional drivers.
- B. Alcohol – the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl and isopropyl alcohol.
- C. Drug – any controlled substance listed under section 102(6) of the Controlled Substance Act (21 U.S.C. 802(6)) as specified by the administrator of the federal department of transportation.
- D. Employee – a Unit employee.
- E. Medical Review Officer – a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer’s drug testing program who meets the qualifications as listed in 49 C.F.R. § 40.3.

- F. Substance Abuse Professional – a licensed physician or certified psychologist, social worker, employee assistance professional or certified addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug- related disorders.

Section 3. Covered Employees. Employees covered under this Article shall include all Unit employees.

Section 4. Program Coordinator. The District’s Human Resources Department or designee shall be the program coordinator to implement the alcohol and drug testing program of the District within the guidelines of this Article.

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

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

- A. No Employee shall report for work or perform work while having an Alcohol concentration greater than 0.02.
- B. No Employee shall possess Alcohol or Drugs while at work.
- C. No Employee shall use Alcohol or Drugs while at work.
- D. No Employee shall report for work or perform work, within four (4) hours after using Alcohol.
- E. No Employee required to take a post-accident test shall use Alcohol for eight (8) hours following the accident or until they undergo a post-accident alcohol test (whichever comes first).
- F. No Employee shall report for work or perform work when the Employee uses any Drug, except when the use is pursuant to the instructions of a physician who has advised the Employee that the substance does not adversely affect the Employee’s

ability to safely perform the function and the Employee has informed their immediate supervisor of the use of such Drug(s) prior to operating a motor vehicle for the District performing work for the District.

- G. No Employee shall report for work or perform work if the Employee tests positive for Drugs or Alcohol.

Section 7. Post-Accident Tests. This Section shall apply to all Employees. Alcohol and Drug tests shall be conducted on an Employee as soon as practicable after any accident if such Employee:

- A. Was driving a motor vehicle as a part of their work responsibilities and the accident involved loss of human life; or
- B. Receives a citation under state or local law for a moving traffic violation arising from an accident while operating a motor vehicle for the District; or
- C. The accident involved bodily injury to any person who, as a result of the injury, immediately received medical treatment away from the scene of the accident.

All post-accident Alcohol and Drug testing shall be conducted within the required time periods. If a test is not conducted within the appropriate period, then the test will not be given, and the program coordinator shall prepare and maintain a file documenting the reasons the test was not promptly administered. In cases where an Employee has sustained an injury, the Employee's medical condition shall be considered by the treating physician prior to Drug and Alcohol testing. The Employee shall provide appropriate samples for Drug and Alcohol testing, where the Employee is able to safely engage in such testing, in the opinion of the treating physician.

Post-accident testing requirements may be fulfilled by properly administered tests conducted by federal, state and/or local law enforcement officials as long as the results of those tests are provided to the District.

Section 8. Reasonable Suspicion Tests. Any qualified supervisor or District Administrator who has reasonable suspicion to believe that an Employee has violated the Alcohol or Drug prohibitions of the District shall require the Employee to submit to the appropriate testing. Reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the Employee. The observations may include indications of the chronic and/or withdrawal effect of Drugs or Alcohol.

Alcohol testing is authorized for reasonable suspicion only if the required observations are made just before, during or just after the period of the Employee's work assignment. An Alcohol test may not be conducted by the person who determines reasonable suspicion exists to conduct such a test. If an Alcohol test is not administered within two (2) hours of a determination of reasonable suspicion, the District shall prepare and maintain a record explaining why this was

not done. Attempts to conduct Alcohol tests shall terminate after eight (8) hours, and the District will state in the record the reasons for not administering the test.

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

When an Employee is required to perform a Drug or Alcohol Test off-site under this Section, the District shall provide transportation for the Employee to and from the testing facility.

Section 9. Negative or Incorrect Tests. An Employee who has a positive Drug or Alcohol test which is found to be incorrect, shall be returned to work with no loss of pay, benefits, or seniority.

Section 10. Refusal to Submit to Test. No Employee shall refuse to submit to any test pursuant to this Article. A “refusal to submit” occurs when an Employee: (a) fails or refuses to provide adequate breath or urine for testing when notified of the need to do so, after being given a reasonable time to produce the specimen as specified in the United States Department of Transportation Federal Motor Carrier Safety Administration Drug Testing Procedures; or (b) engages in conduct that clearly obstructs the testing process; or, (c) attempts to manipulate the results of any test, including, but not limited to the use of adulterated or “clean” samples; or, (d) refuses to cooperate with the personnel at the testing site. An Employee who violates the rules as specified above will be suspended from employment pending termination from employment and transported home by a District supervisor.

Section 11. Effect of Positive Test. An Employee who tests positive for Alcohol or Drugs shall be deemed to have willfully violated the Board Policies and shall be subject to termination from employment or discipline, as determined by the District. An Employee who is not terminated from employment shall be placed on a second chance agreement, designed by the District, which shall include random alcohol and drug testing. The length of the Second Chance Agreement shall not exceed one year from the date the Employee returns to work.

Random Alcohol and Drug testing shall be conducted at unannounced times throughout the term of the second chance agreement. Such testing shall be conducted just before, during or just after the Employee’s work assignment.

Section 12. Employee Records.

A. All 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. 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 Employee's testing records if the Employee provides the District with written consent allowing the District to release the records to the Association.

Section 13. Rehabilitation. 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. The District reserves the right to take appropriate disciplinary measures based on the employee's conduct

ARTICLE 14 – EMPLOYEE COOPERATION WITH INVESTIGATIONS

Section 1. Employee Cooperation with Investigations. The District shall have the right to investigate the conduct of Unit employees, in its discretion, when such conduct may have an adverse effect on the employee's ability to perform their work. An employee will cooperate with such District investigations after reasonable request.

ARTICLE 15 – WORKERS' COMPENSATION CLAIMS

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

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

Section 3. Making False Claims. Any Unit employee who makes an accident report (or reports) concerning the employee's condition following an on-the-job accident or illness which, in the District's discretion, is false, in whole or in part, or which misrepresents any material fact, is subject to discipline up to and including immediate discharge. The determination as to the degree of discipline shall be in the District's discretion, consistent with the severity of the employee's conduct.

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

ARTICLE 16 –LEAVES

Section 1.—Short-Term Leaves. The provisions of Board of Education policy GDBDA: Support Staff Leaves, as modified hereafter from time-to-time by the District's Board of Education in its sole discretion, shall be applicable to employees covered by this Agreement. Board of Education policy GDBDA shall be consistent with federal and state law. Any short-term leaves required to be provided by state and/or federal law applicable to school district employees shall be extended to eligible employees covered by this collective bargaining agreement as of the effective date of such federal or state law, including Military Leave, Professional Leave, Election Leave, Leave to Vote, Jury Duty Leave, Leave for Court Subpoena, Firefighter Leave, Crime Victim Leave, Civil Air Patrol Leave, Coast Guard Auxiliary Leave Pregnancy/Childbirth/Adoption Leave and VESSA Leave.

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

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

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

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

A bargaining unit employee who is absent because the employee attends a funeral as a pallbearer may use up to one (1) day of their accrued sick leave/PTO in any school year to cover the hours missed from their work assignment. No more than eight (8) sick leave days may be cumulatively used in any school year for a death in an employee's immediate family and service as a pallbearer in addition to the two (2) days of bereavement leave established herein. In order to receive pay for pallbearer duty, the employee must file verification of the absence with the District's Human Resources Department.

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

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

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

Paid time off leave cannot be taken on the first or last instructional day of each quarter or the last instructional day prior to scheduled school breaks, including fall, winter, and spring breaks. Further, paid leave cannot be taken in more than three (3) consecutive days without submission of documentation from a medical provider indicating the need for extended medical absences or advanced written approval of the employee's immediate supervisor. Bargaining Unit employees will provide at least forty-eight (48) hours advance notice of expected or known PTO absences. Emergency situations, including unforeseen overnight illnesses, will be reported as soon as possible.

Paid leave may be used for the following absences, subject to the limitations noted herein:

- a. Tax investigation.
- b. Court appearances, unless applicable law requires no leave to be charged to the employee.
- c. Wedding or graduation.
- d. Observance of a religious holiday.
- e. Conducting personal business of such a nature that it cannot be performed on a Saturday, Sunday, or before or after school hours, including parent-teacher conferences.
- f. Absences under leaves authorized by law, policy or the board that would otherwise be unpaid including, but not limited to, leave under the FMLA.
- h. Leave for other purposes as approved by the principal or supervisor in writing.
- i. Illness, injury, or incapacity of the employee.
- j. Illness, injury, incapacity, or funeral of a member of the immediate family.
- k. Illness, injury, or incapacity of other relatives, with permission granted by the superintendent.

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

Section 7. Sick Leave Payout.

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

B. Bargaining unit employees who have accumulated more than 60 days of sick leave, upon retirement or voluntary resignation with a written notice submitted 30-59 days prior to the effective date, shall be paid \$35 per day in excess of 60 days. The district reserves the right to waive the two-week voluntary resignation notice period.

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

Section 8. Excessive Absences.

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 for disciplinary purposes, the term "excessive" as related to Bargaining Unit employees' absences shall include all employee absences which are not otherwise protected by state or federal law, including PTO absences, and shall not exceed the total number of PTO days awarded per school year (July 1-June 30 of a given year). Any Bargaining Unit employee who willfully violates or misuses the leave policies and/or leave plans of the District, or who misrepresents any statement or condition in order to receive benefits allowed by this Article, may be disciplined up to and including termination of employment.

Section 9. Inclement Weather Leave.

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

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

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

(i) remote work if available;

(ii) on site work if approved by the supervisor;

(iii) the Bargaining Unit employee, in coordination with their supervisor, makes up the missed workdays and submits a written record of the makeup time worked to the Payroll Office within ten (10) days of completion of such work; or

(iv) the Bargaining Unit employee uses accrued and available PTO leave for such day.

ARTICLE 17 – HOLIDAYS

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

Section 2. Rate of Holiday Pay. A Unit employee, when working for the District, shall receive one (1) day of pay for each Designated Holiday in accordance with the requirements set forth in this Article. Holiday pay shall be based on the employee’s normally scheduled number of hours per workday and shall be paid at the employee’s straight-time rate of pay. Holiday pay shall not be considered to be time worked for the purposes of computing overtime compensation.

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

Section 4. Districtwide Scheduled Closure. In the event Bargaining Unit employees are required to report to work on a day that the entire District is scheduled to be closed for reasons other than those stated in Article 16, Section 9 herein, Bargaining Unit employees will be compensated at the rate of one-and-one-half (1.5) the employee's regular straight-time rate of pay.

ARTICLE 18 – VACATIONS

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

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

<u>Mos. Of Continuous Service 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

The term "workday" for accrual purposes, means the number of hours the eligible Unit employee is regularly scheduled to work.

Section 3. Application of Benefits. Eligible employees may be allowed to use vacation time in smaller than forty (40) hour increments with the approval of the District. Vacation benefits shall be taken within the twelve (12) calendar months following the employee's qualifying date for eligibility and shall not accumulate from year to year. Benefits paid under this Article shall not be considered as time worked for the purpose of computing overtime compensation. Whenever possible, the employee's vacation time preference will be granted by the District. However, the needs of the District may require the District to adjust scheduled vacation or deny individual vacation requests in its discretion.

Section 4. Loss of Vacation Time. The District shall not be responsible for payment of vacation benefits if a Workforce employee fails to sign up for all or part of accrued vacation time pursuant to this Article and such benefits were lost because they were not taken within the twelve (12) calendar months following the employees qualifying date for eligibility pursuant to this Article. In the event a Workforce employee signs up for all allotted vacation time pursuant to

this Article, any previously scheduled and approved vacation time which is required to be rescheduled by the District and which cannot be taken within twelve (12) calendar months following the employee's qualifying date for eligibility due to work requirements of the District, which the District determines require the presence of the bargaining unit employee shall be paid for by the District. A bargaining unit employee's personal decision to reschedule vacation time resulting in excess vacation days will not be compensated per this section.

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

ARTICLE 19- BENEFITS

Section 1. Fringe Benefits. The provisions of Board of Education policy GDBC : Support Staff Fringe Benefits, as may be modified hereafter from time-to-time by the District's Board of Education in its sole discretion, shall be applicable to eligible Bargaining Unit employees. Board or Education policy GCBC shall be consistent with state and federal law. Eligible Bargaining Unit employees shall be extended these fringe benefits in the same manner and to the same extent as other eligible district employees.

Section 2. Early Separation Notice. For the 2022-2023 school year only, the District agrees to extend the pilot early notice program for Bargaining Unit employees which was first piloted in the 2021-2022 school year. The terms and conditions of the pilot program in effect for the 2021-2022 school year shall remain in effect for the 2022-2023 school year.

\$1000 – Early notice of resignation or retirement is received by the Human Resources Department 90+ calendar days prior to retirement or voluntary resignation and the Bargaining Unit employee works the entirety of the school year.

\$750 – Early notice of resignation or retirement is received by the Human Resources Department 60-89 calendar days prior to retirement or voluntary resignation and the Bargaining Unit employee works the entirety of the school year.

\$500 – Early notice of resignation or retirement is received by the Human Resources Department 30-59 calendar days prior to retirement or voluntary resignation and the Bargaining Unit employee works the entirety of the school year.

Employee must have worked as a school nurse for a minimum of one year (one complete work calendar year) to qualify for participation in the early notice incentive program.

Section 3. Health Insurance. All Unit employees will be eligible to participate in the District's Employee Health Care Program to the extent allowed by the Health Care Program's Plan Document. The Association agrees that in the event reasonable and good faith negotiations between the parties fail to result in an agreement concerning the nature and extent of the District's Employee Health Insurance Plan which will be applicable to the Unit employees, the ultimate decision on the nature and extent of the District's Employee Health Care Program shall be left to the District's Board of Education.

Section 4. Retirement. The District will make contributions to the appropriate State of Missouri retirement fund for eligible Unit employees.

ARTICLE 20 – WAGES

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

- A. Effective July 1, 2022, eligible unit employees will receive a one (1) step increase on the District’s Salary Schedule.
- B. Effective July 1, 2022, eligible unit employees shall be compensated in accordance with the negotiated Salary Schedule attached hereto as Exhibit 1.

Section 2. Mentorship. The District will develop a mentorship program whereby existing District clerical employees may express interest in serving as mentors for new clerical employees in substantially similar positions. The District will assign mentors who will be compensated at \$250 annually for each mentee, not to exceed three (3) mentees per year (July 1- June 30).

ARTICLE 21 – SAVINGS CLAUSE/COMPLETE AGREEMENT

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

Section 2. Continuation. In the event that any portion of this Agreement is or shall at any time be determined to be contrary to law, all other portions shall continue in full force and effect. Notwithstanding any provision of this Agreement to the contrary, in the event that Section 105.575 RSMo, as passed by the Missouri Legislature as a part of HB 1413, is found by a court of competent jurisdiction to be constitutional and in full force and effect, then the District shall have no further legal duty to continue to recognize and bargain with the Unit until the Association is certified or re-certified as the exclusive bargaining representative for the Unit by the State Board of Mediation, pursuant to Section 105.575 RSMo, and all wages, hours of work and other terms and conditions of employment in this Agreement shall remain in place until such time as such terms are altered by the District’s Board of Education in its discretion.

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

ARTICLE 22 – TERM OF AGREEMENT

Section 1. Term of Non-Economic Provisions of Agreement. The non-economic provisions of this Agreement shall be in full force and effect from the 1st day of July, 2021, and shall

continue until the 30th day of June, 2023, automatically renewing itself for additional periods of one (1) year each thereafter, from year-to-year, unless written notice is given by either party sixty (60) days prior to the 30th day of June, 2023 or the 30th day of June of any year thereafter in which this Agreement exists, of a desire to cancel or amend this Agreement. The term “Non-Economic Provisions” shall include all Articles of this Agreement, except wages and economic benefits (such as holidays, sick leave, leaves of absence, benefit plans, etc.), for the Unit.

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

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

For the Springfield National Education Association

Dated: _____, 2022

For the School District of Springfield, R-12

Dated: _____, 2022

EXHIBIT 1

Secretarial/Clerical Salary Schedule

Non-Exempt - Per Hour Rates

Proposed 2022-2023

STEPS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
C100	14.00	14.25	14.50	14.75	15.00	15.30	15.60	15.90	16.20	16.50	16.85	17.20	17.55	17.90	18.25
C110	14.50	14.80	15.10	15.40	15.70	16.05	16.40	16.75	17.10	17.45	17.85	18.25	18.65	19.05	19.45
C120	15.50	15.80	16.10	16.40	16.70	17.05	17.40	17.75	18.10	18.45	18.85	19.25	19.65	20.05	20.45
C130	16.00	16.30	16.60	16.90	17.20	17.55	17.90	18.25	18.60	18.95	19.35	19.75	20.15	20.55	20.95
C140	16.75	17.10	17.45	17.80	18.15	18.55	18.95	19.35	19.75	20.15	20.60	21.05	21.50	21.95	22.40
C150	17.25	17.65	18.05	18.45	18.85	19.30	19.75	20.20	20.65	21.10	21.60	22.10	22.60	23.10	23.60
C160	18.00	18.40	18.80	19.20	19.60	20.05	20.50	20.95	21.40	21.85	22.35	22.85	23.35	23.85	24.35

Pay Grade	Position
C100	Inventory Clerical, Library Clerical, or Receptionist
C110	Unused
C120	Elementary or Middle School Secretary - General High School Department Secretary (A+, IB, etc.) High School Secretary - Attendance
C130	District Level Secretary - General
C140	Building Athletic Secretary District Level Department Secretary I Early Childhood School Secretary - Lead Elementary School Secretary - Lead High School Secretary - Assistant Principal High School Secretary - Counseling Middle or High School Secretary - Registrar
C150	Unused
C160	Clerk - Department District Level Department Secretary II Financial Secretary - HS or Department High School Secretary - Lead K-8 School Secretary - Lead Middle School Secretary - Lead

Pay Grade	Work Calendar Schedule
C100	187 days, 7.25 hours per day
C102	260 days, 8 hours per day
C120, C130, C140, C150,	260 work days, 8 hours per day
C121, C141, C161	218 work days, 8 hours per day
C122, C142, C162	210 work days, 8 hours per day
C123, C133, C143, C163	197 work days, 8 hours per day

When the number of work days differs from 260 the same hourly rate applies, but a different pay grade is utilized. Example: C120 has the same hourly rate as C121, but those on grade C121 have a 218 day work calendar. For further clarification, please contact Human Resources.

Note: Non-exempt employees are compensated for hours actually worked.