

**AGREEMENT BETWEEN**  
**THE**  
**MOUNTAIN VIEW-BIRCH TREE R-III**  
**AND THE**  
**MISSOURI NATIONAL EDUCATION ASSOCIATION-SPRINGFIELD-**  
**Mountain View-Birch Tree Bus Drivers**

**JULY 1, 2022 – JUNE 30, 2025**

This Agreement is entered into between the Mountain View-Birch Tree R-III School District (hereinafter the “District”) and the Missouri National Education Association-Springfield-Mountain View-Birch Tree Bus Drivers (hereinafter the MNEA MVBT Bus Drivers) this 16 day of June, 2022. The term of Agreement shall begin July 1, 2022 and shall end June 30, 2025.

**ARTICLE I**  
**DEFINITIONS**

**Section 1.1 “Bargaining Unit.”** The defined group of employees identified in Section 2.1 of this Agreement represented by the MNEA MVBT Bus Drivers in negotiations for a collectively bargained agreement with the District.

**Section 1.2 “MNEA MVBT-Bus Drivers.”** Missouri National Education Association-Springfield-MVBT Bus Drivers, refers to the local affiliate of the Missouri National Education Association. The Missouri National Education Association-Springfield was elected by employees in the Bargaining Unit to represent the unit to negotiate a collectively bargained agreement with the District.

**Section 1.3 “District.”** The Mountain View-Birch Tree R-III, the Board of Education and its administration, collectively.

**Section 1.4 “Board” or “Board of Education.”** The representative body elected by the registered voters of the Mountain View-Birch Tree School District of Howell County to exercise general supervision over the schools of the District, and to ensure that the schools are maintained as provided by the state statutes, the rules and regulations of the Missouri State Board of Education and/or the Missouri Department of Elementary and Secondary Education, and the policies, rules and regulations of the District in a manner accountable to the electorate, and responsive to the educational needs and the imposed financial constraints of the District.

**Section 1.5 “Parties.”** The District and Missouri National Education Association-Springfield-Mountain View-Birch Tree Bus Drivers (MNEA MVBT Bus Drivers), collectively.

Tentative Agreement May 18, 2022

**Section 1.5 “Parties.”** The District and Missouri National Education Association-Springfield-Mountain View-Birch Tree Bus Drivers (MNEA MVBT Bus Drivers), collectively.

**Section 1.6 “Proposal.”** A submission requesting a change in a term or condition of employment for members of the Bargaining Unit or term of this Agreement, sufficiently limited in scope so as to include only a single, concise issue, presented by either party, for negotiation under the terms of this Agreement.

**Section 1.7 “Member.”** Any regular bus driver, substitute bus driver, including the Assistant Transportation Director.

**Section 1.8 “Regular Assigned Routes.”** The route which an assigned driver drives each school day morning and the route an assigned driver drives each school day afternoon during the regular school year calendar as adopted by the Board of Education.

## ARTICLE II RECOGNITION

**Section 2.1 Recognition.** The District recognizes the Missouri National Education Association-Springfield, as the exclusive bargaining representative pursuant to Section 105.525, RSMo. of all regular bus drivers and substitute bus drivers (including the Assistant Transportation Director); excluding Transportation Director and all other employees.

The Missouri National Education Association-Springfield was certified as the exclusive bargaining representative of the above-described Bargaining Unit by the State Board of Mediation and the District’s Board of Education, following an election by those employees in the unit on the 28<sup>th</sup> day of February, 2006. (The Missouri National Education Association shall be hereinafter referred to as “MNEA MVBT Bus Drivers”.)

**Section 2.2 Publication of the Agreement.** Within 15 days of final approval of this Agreement by both Parties, this Agreement will be placed on the District’s website. The District will provide a hard copy of the Agreement to each member of the Bargaining Unit within 15 days of final approval of this Agreement by both Parties, and will be made available in print following an appropriate request.

## ARTICLE III NEGOTIATION PROCEDURES

**Section 3.1 Term of Agreement.** This Agreement shall be in effect from July 1, 2022 or such later date as may be shown above, through June 30, 2025. All matters within the scope of bargaining have been negotiated and agreed upon. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the District and the MNEA MVBT Bus Drivers. The Parties each voluntarily and unqualifiedly waive any Tentative Agreement May 18, 2022

rights which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively during the term of this Agreement with respect to any matter, even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed the Agreement.

**Section 3.2 Establishment of Ground Rules.** Specific rules for the conduct of the negotiations consistent with policies and parameters established by the Board will be established by agreement of the Parties, if possible, by January 15<sup>th</sup> of the bargaining year.

**Section 3.3. Reopeners.** During the term of this Agreement, in each school year either party may negotiate:

(a) Article VI, Section 1, relating to salary schedules for members of the Bargaining Unit may be reopened for negotiations each school year pursuant to the procedures of this Agreement. In addition to consideration of operation of the salary schedule, modifications to the existing salary schedule will be considered.

(b) During the term of this Agreement, each school year, either party may negotiate any current Agreement language changes to provisions in Articles I through IV. In addition to Article VI, Section 1, regarding Salary Schedule, either party may make two proposals related to working conditions and/or compensation of the Members of the Bargaining Unit or the language of this Agreement.

Nothing shall compel either party to agree to reopen or renegotiate the Agreement except as provided for in this Agreement.

**Section 3.4 Contract Ratification.** Any tentative agreement reached will be reduced to writing and initialed by the agents of the respective negotiating teams.

All members of the Bargaining Unit shall be permitted a reasonable opportunity to vote on ratification of this Agreement.

MNEA MVBT Bus Drivers will notify the Board, via the Superintendent, in writing of the outcome of the vote.

If ratified by the Bargaining Unit, the Agreement will be submitted to the Board of Education for approval.

**Section 3.5 Contractual Amendments.** Nothing shall compel either party to re-open the Agreement except as provided in Section 3.3 of this Agreement unless a provision shall be deemed unlawful by a court of competent jurisdiction. Any section found to be unlawful by a court of competent jurisdiction shall be bargained. Bargaining on that section only shall commence within sixty (60) days of the determination that the section(s) is unlawful by a court order. Bargaining shall conform to the procedures outlined in this Agreement. The bargaining on any amendments is limited to thirty (30) days and shall follow the process for bargaining outlined in this Agreement.

Tentative Agreement May 18, 2022

**ARTICLE IV  
DISTRICT RIGHTS  
AND AUTHORITY**

**SECTION 4.1 Agreement Consistency with Board Policy.** The MNEA MVBT Bus Drivers and the District agree to follow the terms of this Agreement to the extent the terms of this Agreement are consistent with the terms of the Board of Education policies and/or regulations and applicable law. In the event of a conflict or inconsistency in the terms of this Agreement and Board policies and/or regulations, this Agreement shall govern. In the event of a conflict or inconsistency in the terms of this Agreement and applicable law, applicable law shall govern. The Board of Education shall have the sole discretion to determine if the terms of this Agreement conflict with or are inconsistent with Board of Education policies or regulations or applicable law.

**SECTION 4.2 District Authority Altered Only by Specific and Express Agreement.** It is understood and agreed that the District possesses the right and authority to operate and direct the employees of the District in all respects including, but not limited to, all rights and authority exercised by the District prior to the execution of this Agreement except as expressly and specifically limited in this Agreement. The authority and powers of the District as prescribed by the statutes and the Constitution of the State of Missouri and the United States shall continue unaffected by this Agreement except as expressly limited by the provisions of this Agreement. These rights and authority include, but are not limited to, the following:

1. To determine the District's mission, objectives, policies and budget and to determine and set all standards of service offered to the public;
2. 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;
3. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction and the performance of professional duties according to current Board policy or as the same may from time to time be amended, and to introduce new or improved methods, equipment and facilities;

4. To establish, modify or eliminate programs, curricula and/or courses of instruction, including special programs and athletic, recreational and social events for students. To determine whether to provide or purchase goods and services and to determine the methods, means and number of personnel needed to carry out the District's mission, all as deemed necessary or advisable by the Board;
5. To hire, direct, and schedule all employees and to determine their qualifications;
6. To determine employee's conditions for employment or continued employment and subject to the provisions of existing law and the terms of this Agreement;
7. To discipline, dismiss, demote, evaluate, promote, transfer or lay off any employee;
8. To determine the academic calendar; and
9. To determine the duties, responsibilities, and assignments of those individuals in this bargaining unit.

**SECTION 4.3 District Authority to Make Changes without Negotiations.** MNEA MVBT Bus Drivers and the District agree that the District specifically reserves the right to unilaterally change past practices, Board of Education policy or regulations without negotiations with the MNEA MVBT Bus Drivers prior to any such changes unless the language of such policy or regulation is quoted in this Agreement with specific reference to the title of the policy or regulation.

## **ARTICLE V INDIVIDUAL AND UNION RIGHTS**

**Section 5.1. Membership.** No present or future member of the Bargaining Unit shall be required to become a member of the Association. Neither shall any present or future Bargaining Unit employee be required, for any reason, to tender fees, dues or assessments to the Association. Employees may become a member of the Association if they choose.

**Section 5.2. Use of Buildings.** MNEA MVBT Bus Drivers shall have the same right to use District buildings in the same manner as any other employee group in the District subject to the reasonable regulations and/or policies of the Board governing use of such buildings.

**Section 5.3. Bulletin Board.** The MNEA MVBT Bus Drivers shall be granted space at the Bus Office, where Bargaining Unit employees are regularly assigned to work, for the placement of one (1) bulletin board to be purchased and installed at the MNEA MVBT Bus Driver's expense. The Association may use an existing bulletin board provided if it is in agreement with the District and the MNEA MVBT Bus Drivers. A disclaimer will be displayed on the bulletin

board notifying readers that the views expressed on the board are exclusively those of the union, and not necessarily reflective of those of the District.

**Section 5.4. Use of District Mailboxes.** All bus drivers will be assigned a mailbox for inter-District mail.

**Section 5.5 Use of District Email and Computer.** The District will provide each bus driver a school email address for the purpose of District-related communications. The District will provide a computer in the bus office for bus drivers to access their email accounts for school-related business.

**Section 5.6 List of Bargaining Unit Employees.** The MNEA MVBT Bus Drivers Association, as the exclusive representative of the Bargaining Unit, may request contact information for the current members of the Bargaining Unit. Upon reasonable request, no more than twice per school year, the District will provide the Union with the names, and email addresses for the members of the Bargaining Unit.

**Section 5.7 Lot/Yard Maintenance Requests.** Work order forms are located in the bus office and may be submitted by drivers when maintenance issues are identified. Work orders should be turned into the Transportation Director. In the event that a work order has not been fulfilled, a driver should make contact with the Superintendent regarding the maintenance matter.

**Section 5.8 Bus Cleaning Supplies and Training.** The District will provide cleaning supplies necessary for required bus cleaning and sanitization protocols. Requests for additional supplies may be submitted to the Transportation Director. The District will provide all drivers with training related to the handling of hazardous material pursuant to Board Policy EBAB. The District will provide all drivers with training related to universal precautions related to communicable diseases pursuant to Board Policy EBB and EBB-AP. The District will provide all drivers with training related to illness and injury response and prevention pursuant to Board Policy EBBA. The District will provide all drivers with personal protective equipment in accordance with recommendations from the Howell County Health Department regarding COVID-19.

**Section 5.9 Student Ridership.** The District will notify a driver in the event that a student of the District has been removed from a bus route and will include in the notification the duration of the removal. The District will notify a driver in the event that a student requires an assigned seat and the duration of the assignment. School administrators will notify a driver in the event that a student-rider has committed an act of school violence under the Safe Schools Act for which notification is required.

In the event that a driver experiences ongoing disciplinary or behavior issues with a student rider, the driver shall contact the Transportation Director to arrange a meeting with the building principal of the student at issue to collaborate regarding effective behavior management strategies, and the principal shall submit their recommendations in writing to the transportation director to provide to the driver. The strategies may include, in the District's discretion, the

temporary presence of a District administrator or designee, on the driver's route in order to review and assist with behavior management strategy implementation by the driver.

If the strategy is implemented by the driver and the behavior continues and is determined by the driver to be a safety issue, the driver shall notify the building principal and District administration who will determine if the next level of consequence in the student code of conduct for transportation shall be implemented.

**Section 5.10 Seniority and Route Vacancies.** The District will create and maintain a seniority list for all drivers and make such list available upon request to the Transportation Director. Seniority shall be defined as an employee's length of continuous service from the most recent date of hire for a bus driver position by the Board of Education. When a regular, full time route vacancy occurs, the District shall post a notification of such vacancy for a minimum of five (5) business days in a designated location at the bus office prior to filling the position. Drivers who desire to be considered for the route vacancy shall provide written notification to the Transportation Director within five (5) business days from the date the notification was posted. Routes will be assigned by the Transportation Director taking the following factors into consideration, in no particular order of priority: seniority, the needs of the District; the applicant's work performance and evaluations; training, experience, and work experience; qualifications; and service to the District.

**Section 5.11 Grievance Procedure.** A grievance is an allegation by an individual employee that a collective bargaining agreement or a specific, written, Board-adopted policy or regulation has been violated or misinterpreted. A grievance does not include concerns regarding performance evaluations or remedial documents, nonrenewal of contracts, employee discipline, reduction in force or termination. Employees may file a grievance according to Board Policy GBM, "Staff Grievances."

## ARTICLE VI COMPENSATION

**Section 6.1 Salary Schedule.** The Salary Schedule is incorporated into this Agreement as Exhibit A. The Salary Schedule will be operated for the 2022-23 school year.

**Section 6.2 Attendance/Safety Incentive and Employment Referral Incentive.**

A. Beginning July 1, 2022, for the term of this Agreement, Bus Drivers will be eligible for an Attendance and Safety incentive each school quarter. Bus Drivers who have one hundred percent attendance for all required work days in a school quarter and who have no safety violations during the school quarter will receive a two hundred dollar incentive payment on the payroll date immediately following the end of the applicable school quarter. Drivers who elect to utilize available leave provided pursuant to Board Policy GDBDA for bereavement purposes, in the event of the death of a spouse, child, grandchild, or parent, will not have those absences counted against the attendance requirement set forth herein so long as no more than two leave days are taken during the applicable quarter.

- a. "Safety violation" shall be defined as: Any moving or non-moving violation that results in a ticket; any collision; any incident, which after an investigation by the District, is determined to have placed a student, staff member, or member of the public at risk of injury or harm due to the Driver's actions.
- B. Beginning July 1, 2022, for the term of this Agreement, drivers will be eligible for an Employment Referral Incentive. Any driver who refers an individual for employment as a bus driver will, upon the completion of the newly hired bus driver's 40<sup>th</sup> regularly scheduled work day, receive a \$200 payment, which will be applied to the next regular payroll. Newly hired drivers who have been referred by the current driver shall also receive a \$200 incentive upon the completion of their 40<sup>th</sup> regularly scheduled work day. This Employment Referral Incentive shall not apply if the individual referred for employment currently works for the District in a different employment position or if the individual referred for employment has worked for the District as a bus driver within the 365 days prior to the date of the referral.

## ARTICLE VII GENERAL PROVISIONS

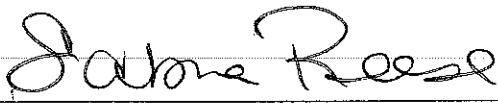
**Section 7.1 Governed by Missouri Law.** This Agreement shall be subject to and interpreted in accordance with the laws of the State of Missouri.


**Section 7.2 Savings Clause.** If any of the provisions of this Agreement are found or deemed by a court of competent jurisdiction to be invalid or unenforceable, they shall be severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement.

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

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

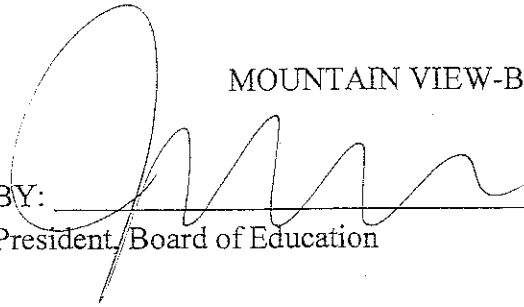
MISSOURI NATIONAL EDUCATION ASSOCIATION-SPRINGFIELD

BY:   
President

X BY:   
Chairperson, Negotiating Committee



MOUNTAIN VIEW-BIRCH TREE R-III

BY:  \_\_\_\_\_  
President, Board of Education

ATTESTED BY: Rhonda Henry \_\_\_\_\_  
Secretary, Board of Education

EXHIBIT A

Support Staff Salary Protocol  
 APPENDIX A - Job Classification Salary Schedule  
 Mountain View-Birch Tree R-III School District  
 Support Staff Salary Schedule  
 2022-2023  
 #2 Bus Drivers

Long Run	1	174	1.75 hrs	\$ 13,750.00	\$22.58
	2		per route	\$ 13,900.00	\$22.82
	3		up to 3.5	\$ 14,050.00	\$23.07
	4		hrs per	\$ 14,200.00	\$23.32
	5		day for an	\$ 14,350.00	\$23.56
	6		average of	\$ 14,500.00	\$23.81
	7		17.5 hrs	\$ 14,650.00	\$24.06
	8		per week	\$ 14,800.00	\$24.30
	9			\$ 14,950.00	\$24.55
	10			\$ 15,100.00	\$24.79
	11			\$ 15,250.00	\$25.04
	12			\$ 15,400.00	\$25.29
	13			\$ 15,550.00	\$25.53
	14			\$ 15,700.00	\$25.78
	15			\$ 15,850.00	\$26.03
	16			\$ 16,000.00	\$26.27
	17			\$ 16,150.00	\$26.52
	18			\$ 16,300.00	\$26.77
	19			\$ 16,450.00	\$27.01
	20			\$ 16,600.00	\$27.26
	21			\$ 16,750.00	\$27.50
	22			\$ 16,900.00	\$27.75
	23			\$ 17,050.00	\$28.00
	24			\$ 17,200.00	\$28.24
	25			\$ 17,350.00	\$28.49
	26			\$ 17,500.00	\$28.74
	27			\$ 17,650.00	\$28.98
	28			\$ 17,800.00	\$29.23
	29			\$ 17,950.00	\$29.47
VO-TECH				\$ 9,437.00	
HND-CAP				\$ 9,500.00	
CERTIFIED DRIVER MULTIPLIER				1.25	
Non-certified Sub Pay				\$75 per day	
MVBT Employee Certified Sub Pay Route				\$3.75 per day	
Trip Pay				\$12 per hour	