

**AGREEMENT BETWEEN
ROCKWOOD SCHOOL DISTRICT BOARD OF EDUCATION
AND
LOCAL UNION 610**

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PREAMBLE AND SCOPE OF AGREEMENT

This Agreement to be effective as of July 1, 2022 through June 30, 2025, has been entered into by and between the Rockwood School District Board of Education, hereinafter referred to as the "District," and Miscellaneous Drivers, Helpers, Health Care and Public Employees Union No. 610, affiliated with the International Brotherhood of Teamsters (I.B. of T.), or its affiliated successors hereinafter referred to as the "Union."

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the District and the Union representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both parties to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as adjust misunderstandings and grievances relating to employee's wages, hours and working conditions.

WITNESSETH, in consideration of mutual promises, covenants contained herein, the parties hereto, by their duly authorized representatives, agree as follows:

ARTICLE 1 - RECOGNITION

Section 1: The hereby recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining on matters relating to wages, hours and other terms and conditions of employment of all employees in the bargaining unit, as follows:

"All School Bus Drivers, and Monitors employed by the Rockwood School District (The "District") At the District's facilities, excluding Office Clerical and Professional employees, Guards and Supervisors, and Mechanics as defined in the Act."

Section 2: District agrees not to enter into any Agreement or Contract with the employees covered by this Agreement, either individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, unless it be through duly authorized representatives of the Union.

Section 3: The Union recognizes the Board of Education (Board) as the sole body that has the responsibility for the management and control of all public schools and other resources within the District and the direction and management of all employees of the District, and is specifically designated with the responsibility of making the policies, rules and regulations by which the District is governed as provided by Missouri state law. The Union further recognizes that the District's administrators, including the Superintendent, assistant superintendents, executive directors, principals and others, are properly charged with and authorized to implement the Board's policies, rules and regulations and appropriate legal obligations of the District and to address the day-to-day management and operation of the District and its employees.

ARTICLE 2 – NON-DISCRIMINATION

The District, the Union, and each employee covered by this agreement, will cooperate fully to abide by all applicable laws and regulations prohibiting discrimination on account of race, color, religion, sex, national origin, age, Union activities, marital status, disability, or status as a veteran of war. All employees shall be treated with dignity and respect.

ARTICLE 3 – PROVISIONS

No employee shall engage in any strikes or refusal to perform services. This prohibition includes, but is not limited to, any walkout, work slowdown, stoppage or interruption of work, work-to-rule, boycott, refusal to cross any picket line, sit-down, sit-in, sick-out, concerted refusal to work or any other practice that disrupts the school environment or interferes with district operations. Any employee who violates this provision shall be subject to immediate termination of employment.

The term of this Agreement shall begin July 1, 2022, and shall end June 30, 2025.

This contract constitutes the entire agreement between the District and the Union No. 610, affiliated with the International Brotherhood of Teamsters, and supersedes all prior understandings, whether oral or written, between the parties. Any and all amendments or modification to this Agreement must be in writing, approved by the Board, as required by law, and signed by the parties.

The District may unilaterally alter the term of this agreement in emergency situations where, in the opinion of the Board and at its sole discretion, the District or the community has suffered serious damage due to tornados, floods, or other disasters, or in serious situations that could not have been anticipated at the time of the agreement. The terms of the agreement will be reinstated when, in the opinion of the Board and at its sole discretion, the District is able to resume normal operations.

ARTICLE 4 - WORK ASSIGNMENTS

Section 1: Supervisors, and those employees solely in supervisory capacities, shall not perform bargaining unit work, which is defined as work presently performed or in the future recognized as work within the jurisdiction of the bargaining unit. However, when drivers/monitors are not immediately available, in certain situations as determined by the employer, including without limitation, acts of God, fire or situation beyond the control of the District, in new hiring, introduction of new equipment and training new employees, the District may assign other of its employees or other persons to work ordinarily performed by the employees in the unit here involved.

ARTICLE 5 - CHECK-OFF

Section 1: The District agrees to deduct from the pay of all employees who are Union members covered by this Agreement, current monthly dues during the month for which the payment is due to the Union having jurisdiction over such employees, and further agrees to remit to the Secretary Treasurer of the Union all such deductions within ten days after the end of the month for which the deduction was made, provided a signed authorization card has been furnished by the Union to the District, signed by the employee involved, authorizing the making of such deduction.

Section 2: No deduction shall be made which is prohibited by applicable law.

Section 3: The Union shall submit to the District each pay period an itemized statement of dues, to be deducted for such pay period from the pay of each member listed working for the District for whom the Union has furnished the District with written authorization. Furthermore, the District shall add to the list submitted by the Union each pay period, the names, dates of hire of all new employees performing work within the classifications covered by this Agreement since the last list was submitted and shall delete the names of those employees no longer employed.

Section 4: The District shall not be responsible for continuing efforts to deduct dues that remain unpaid because the amount is unavailable for deduction. The District will not maintain records of accounts in arrears or make any effort for such subsequent deductions. The Union is responsible for all attempts to collect dues that are indicated as unpaid on the monthly itemized statement.

Section 5: The District agrees to deduct from the pay of all employees covered by this Agreement, voluntary contributions to Teamster Joint Council 13 D.R.I.V.E. Teamster Joint Council 13 D.R.I.V.E. shall notify the District of the amounts designated by each contributing employee that are to be deducted from their paycheck per pay period for all weeks worked. The phrase “weeks worked,” excludes any week other than a week in which the employee earned a wage. The Employer shall remit to D.R.I.V.E. Joint Council 13 Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, and the amount deducted from the employee's paycheck. The District will work with the Union to provide additional requested information provided that a reasonable basis is given for the request and that it is information the District is legally permitted to provide.

Section 7: The Union agrees to, indemnify, and hold the District harmless against any claim or liability arising from the administration of these check-off provisions.

ARTICLE 6 - INSPECTION PRIVILEGE

Section 1: Union representatives shall be granted access to the District's premises during non-working hours of employees covered by this Agreement to discuss Union business relative to the terms and conditions of this Agreement with them. Any Union representative desiring to visit school property shall first secure permission from the administration in charge and shall advise him/her of the purpose for such visit. Employees shall not be hindered from fulfilling work assignments. Access shall not be unreasonably withheld under this Article. Prior to accessing

school property, Union representatives shall follow all District policies, regulations and procedures and school security protocols, including signing in at the designated entry point.

ARTICLE 7 – STEWARDS’ RESPONSIBILITY

Section 1: The Union shall be represented by shop stewards and the District recognizes the right of the Union to designate shop stewards and alternates from the District’s seniority list in any manner determined by the Union. The authority of the shop stewards and alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

- A. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
- B. The transmission of such messages and information which shall originate with and are authorized by the Union or its officers, provided such messages and information;
 - (1) have been reduced to writing, or
 - (2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to work, or any other interference with the District’s business.

Section 2: Shop Stewards may conduct Union business during normal working hours provided it does not interfere with the performance of their duties or the duties of other employees.

Section 3: Shop stewards and alternates have no authority to take strike action, or any other interruption of the District’s business. Any shop steward or employee who has taken unauthorized strike action, slow down, or work stoppage in violation of this agreement, may be subject to proper discipline, up to and including discharge.

Section 4: The District shall compensate stewards (at route pay) for all time spent discussing issues with the District, including grievance meetings, that occur during the stewards’ regularly scheduled routes or working hours when requested by the Director of Transportation in writing.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 1: An employee’s right to file a grievance(s) shall be governed by Board of Education Regulation 4850.1. During the length of this agreement, Board of Education Regulation 4850.1 will not be amended or changed as it relates to employees covered by this Agreement unless mutually agreed upon.

Section 2: In addition, a grievant is obligated to exhaust his/her administrative remedies before pursuing a claim in court.

Section 3: A grievance shall be defined consistent with Regulation 4850.1. An alleged violation, misinterpretation, or inequitable application of the provisions of the Transportation Handbook shall be grievable to the same extent as such other policies, rules and regulations of the District, as those terms are used in the Regulation.

ARTICLE 9 - SENIORITY

Section 1: Seniority shall be defined as the employee's length of continuous service while working for the District within a classification, under the jurisdiction of this Agreement, beginning with the date the employee attains certification and begins working in his or her classification. The District shall recognize the prior seniority order of its new employees who were formerly employed by First Student, based on their date of last hire with First Student, as the initial seniority order for such employees hired and covered herein.

Section 2: There shall be two (2) separate and distinct seniority lists, one (1) for the drivers and one (1) for the monitors. An employee who transfers from one classification to the other on a permanent basis shall be placed at the bottom of the appropriate seniority list. The District agrees to periodically furnish the Union with an up-to-date seniority list.

If the District anticipates a layoff of employees covered by this agreement, the District agrees to provide notice and timing of the layoff and to work collaboratively with the Union to develop a fair and reasonable layoff process.

An employee shall continue on the seniority list of the District for a period of twelve (12) months from the date of their layoff period.

Section 3: Seniority shall be used to give preference to drivers and monitors with longer length of service as provided throughout this agreement; e.g. see Article 19.

Section 4: The term "continuous service" as used in this Article shall be so construed that absences from employment due to illness, accident, or authorized leaves of absence, shall not cause a break in the meaning of the word "continuous" for the purposes of computing seniority. If a driver/monitor returns from an approved leave of absence, they will retain their seniority.

Section 5: Seniority will be lost or terminated under the following conditions and when lost or terminated, an employee, for all purposes, shall be considered a new employee without seniority if and when rehired:

- A. Resignation or other voluntary termination of employment.
- B. Retirement from employment with the District.
- C. Involuntary termination or discharge for just cause as defined in Article 10 of this Agreement.

D. Unauthorized absence beyond the time limit of any authorized leave of absence.

ARTICLE 10 – LEAVE OF ABSENCE

Section 1: District approved Leave of Absence will be governed by Board of Education Regulation 4323 – Support Staff Leaves and Absences. (attached hereto).

ARTICLE 11 - DISCIPLINE, SUSPENSION, OR DISCHARGE

Section 1: The District shall not discipline, suspend, or discharge any Employee without just cause, which, as used in this Agreement is defined as:

- A. A reasonable belief that an employee has failed to perform a duty or obligation required by or has engaged in conduct contrary to or prohibited by a District Policy, Regulation, Manual, Handbook, this Agreement, or law; or
- B. Poor job performance which, as determined by the District, negatively affects the educational or operational environment of the District or embarrasses or discredits the District in any manner; or
- C. Failure to maintain all of the qualifications required for the performance of his/her duties; or
- D. Failure to perform a duty or an obligation required of the employee's position.

There may be times when the District may use discipline short of termination in order to give the employee an opportunity to correct a problem or to assist the employee in returning to satisfactory performance.

Section 2: Progressive discipline, where followed, shall generally be defined as follows:

- A. A documented verbal warning for the first alleged infraction.
- B. A written reprimand issued for the next alleged infraction that may also include a one (1) day suspension without pay.
- C. Disciplinary suspension without pay and/or discharge for any subsequent alleged infraction.

Section 3: Should an employee have a conference with a supervisor regarding discipline, suspension or termination of employment, the employee may choose to be accompanied by a union representative (i.e. Shop Steward). Scheduling coordination between the employee and the representative cannot impede the District's need to conduct timely conferences. Inability of a representative to attend a meeting is not grounds for postponing a meeting.

Section 4: It is the prerogative of the District to suspend the employee pending an investigation to determine whether or not termination is appropriate or to permit time to conduct an investigation. A suspension can be made with or without pay and clearly signifies that a serious situation exists that the District must respond to as quickly as possible.

Suspensions provide the District with the flexibility to resolve situations without recommending a termination until the facts are developed or to remove an employee from employment pending a final decision by the Board.

Section 5: In the event that an employee is terminated and should choose to appeal this decision, he or she may write a letter to the Superintendent. The terminated employee should include in the letter that he or she wishes to appeal the Board of Education's decision to terminate employment. In addition, a brief reason explaining why consideration should be given to the appeal should be included. The request for appeal will be evaluated, and the terminated employee will be informed of the decision within a reasonable period of time.

Section 6: The employees will follow the District's Empty Vehicle/Child Check-Mate placard policy.

Section 7: The District need not follow progressive discipline and instead may impose any discipline level up to and including termination, even for the first violation if the reason for discipline involves:

- A. refusing to take a drug/alcohol test or failing to cooperate in administering such test, consistent with the provisions of DOT regulations and District Policy;
- B. stealing or theft of District property;
- C. theft from any District employee while on duty;
- D. dishonesty or lying while on duty;
- E. refusing to perform instruction(s) of a supervisor when the instruction does not immediately threaten the employee's safety or health;
- F. engaging in threatening or disruptive behavior;
- G. engaging in criminal behavior while at work, on District property or at school activities;
- H. carelessness or recklessness;
- I. manufacturing, distributing, possessing, supplying, selling, consuming, using, or being present while appearing to be under the influence of alcohol, illegal drugs, controlled substances or substances represented to be such, or unauthorized

- prescription medication while at work, on District premises, or at school activities or events;
- J. destruction of the District's or another employee's property while on duty;
 - K. violation of reasonably published District policies, regulations, or rules;
 - L. failing to care for the safety and welfare of students, or engaging in any inappropriate conduct involving a student;
 - M. excessive absenteeism or tardiness;
 - N. engaging in conduct that is likely to bring embarrassment or discredit to the District;
 - O. sleeping on duty;
 - P. deliberately causing any injury or damage to property;
 - Q. use or possession of firearms or weapons during work time, on District premises or at school activities;
 - R. being involved in a chargeable accident resulting in death, or personal injury, or any extensive damage to property;
 - S. engaging in harassment or discrimination of any kind, as prohibited by District Policy or Regulation of any student, parent of a student, District employee, customer or vendor;
 - T. transportation of unauthorized passengers in a District vehicle;
 - U. taking a District vehicle off a designated route or changing stops without authorization (except in cases of emergency);
 - V. failing to report an accident occurring during work time or on District property or while at a school activity;
 - W. leaving a child on a bus;
 - X. falsifying records;
 - Y. immoral or indecent conduct; and
 - Z. other misconduct not listed above.

ARTICLE 12 – HOURS & WORKING CONDITIONS – BUS DRIVERS

Section 1: For purposes of calculating payroll and/or overtime, the work week shall be defined as starting on Sunday and ending on Saturday.

Section 2: A driver will clock in and out at scheduled start times and end times which will include a total of twenty-six minutes per day for pre-trip, post-trip inspection and bus clean-up.

Section 3: If a driver's actual route is less than two (2) hours they shall be required to communicate with the transportation office to see if there is additional work to be performed during the two (2) hour minimum period. If there is no work to be performed the driver will not be required to stay on premise.

One tier drivers receive a guarantee of four (4) hours per day. Two tier drivers will receive a guarantee of five (5) hours per day. Three (3) tier drivers will receive a guarantee of 6 hours per day.

A driver or monitor who is assigned an additional two or more tiers will be guaranteed a minimum of one and one half (1 1/2) hours or actual time worked, whichever is greater, in addition to their regular route guarantee.

Standby drivers are guaranteed a minimum of six (6) hours work or pay per day they are scheduled to report. Standby monitors are guaranteed a minimum of five(5) hours work or pay per day. Standby drivers, on a rotating basis, will be allowed to perform the front half of a trip providing no other qualified drivers are available. The Standby driver will receive three (3) hours guarantee for the shift and the greater of 2 hours or the actual hours worked for the front half of the trip.

Section 4: Middle school activity and high school early activities routes shall be guaranteed three (3) hours for the PM shifts that the activity runs, or actual time worked, whichever is greater.

Section 5: AM TAGS, Math, and PM TAGS shall be paid for actual time worked in addition to any daily route guarantees earned as described in Sections 1-5 of this Article. AM Tags and Math assignments shall be made through the route selection process based on seniority.

Section 6: Overnight Trips – All overnight trips shall be guaranteed ten (10) hours minimum pay at the appropriate rate of pay or actual time worked, whichever is greater per twenty-four (24) hour period.

Expense money shall be provided in advance of said trip (\$45.00 per day cash for food, the use of the District credit card for fuel and oil etc.)

Section 7: Early dismissal days: All drivers/monitors will be paid 1.5 hours for the early dismissal, or actual time worked, whichever is greater; unless, the early dismissal is the last work for the day in which event the driver/monitor will be paid 2 hours, or actual time worked, whichever is greater.

Section 8: Time and one-half the hourly rate shall be paid for all hours worked in excess of forty (40) hours per week. Hours not worked (i.e. holiday, minimum guarantees) are paid as straight time.

Section 9: If a trip is canceled two (2) hours prior to the scheduled start time the driver/monitor shall be guaranteed a minimum of two (2) hours pay.

Section 10: All work performed on Holidays, shall be compensated for at the regular rate of pay as straight time with a four (4) hour minimum guarantee

Section 11: A driver/monitor shall not be replaced on a scheduled run unless the driver/monitor is not readily available at his or her assigned sign-in time.

Section 12: A driver who voluntarily accepts or bids into a monitor position on a permanent basis shall be paid at the highest Monitor rate. If the driver accepts a temporary monitor position when available from his/her regular route, the driver will be paid his/her current driver rate of pay.

Section 13: No employee may bid or hold a combination of routes/work that would result in a regular weekly total in excess of forty (40) hours. This does not include temporary assignments such as trips.

Section 14: All work performed on weekends will be guaranteed a minimum of four (4) hours.

ARTICLE 13 - JURY DUTY

Section 1: Jury Duty will be governed by Board of Education Regulation 4323.

ARTICLE 14 – EXAMINATION AND IDENTIFICATION FEES

Section 1: Physical or other reasonable examinations required by a governmental body or the District shall be promptly complied with by all employees, provided, however, the District shall pay for all costs associated with such school bus certification/physical examinations and drug tests including payment for any time spent commuting to and from the District office to the place of examination or examinations, at the applicable hourly rate. The District shall not pay for the full cost of Department of Transportation (“DOT”) physicals. In the event an employee obtains a DOT physical said employee shall be responsible for the difference between the cost of the DOT and school bus certification/physical examinations.

Section 2: Where drivers are required to maintain a Commercial Drivers License (“CDL”) the District shall reimburse any such driver for the cost of his or her CDL renewal provided he or she presents a proper receipt.

ARTICLE 15 – EQUIPMENT, ACCIDENTS, REPORTS

Section 1: The District shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition as determined by the maintenance department or equipped with the safety appliances prescribed by law. An employee who, in good faith, refuses to drive a vehicle because he believes it to be in an unsafe condition shall not be disciplined by the District if the maintenance department determines that it was not unsafe to drive that equipment. All equipment which is refused because not mechanically sound or properly equipped, shall be appropriately tagged so that it cannot be used by other employees until the maintenance department has adjusted the complaint.

Section 2: Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order or in violation of a government regulation relating to safety of person or equipment.

Section 3: Any employee involved in an accident or incident, shall immediately comply with the District’s accident and safety process and report said accident or incident and any physical injury sustained.

Section 4: When required by the District, the employee shall immediately make out a report in writing on forms furnished by the District and shall turn in all available names and addresses of witnesses to the accident or incident.

Section 5: Employees shall immediately report all defects of equipment. Such reports shall be made in accordance with District policy.

ARTICLE 16 – WAGES

Section 1:

<u>School Year:</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
<u>Driver Rate:</u>			
Step 1	\$18.10	\$18.92	\$19.72
Step 2	\$19.91	\$20.81	\$21.69
Step 3	\$21.92	\$22.91	\$23.88
Step 4	\$24.13	\$25.22	\$26.29
Step 5	\$27.66	\$28.91	\$30.14
<u>Monitor Rate:</u>			
Step 1	\$12.81	\$13.39	\$13.96
Step 2	\$15.73	\$16.44	\$17.14
Step 3	\$16.66	\$17.40	\$18.14

No employee shall receive a reduction in wages as a result of the above schedule.

ARTICLE 17 – HOLIDAYS

Paid holidays are governed by District Regulation 4330 - Holidays (attached hereto). Employees covered by this Agreement will receive three (3) additional paid holiday (Spring Conference Compensation Day, Fall Conference Compensation Day - no students in attendance those days and the Wednesday before Thanksgiving).

ARTICLE 18 – SICK LEAVE FOR SUPPORT STAFF

Sick leave will be governed by Regulation 4322 – Sick Leave For Support Staff and Regulation 4323 – Support Staff Leaves and Absences (attached hereto).

ARTICLE 19 – PENSION RETIREMENT PLANS

Employees covered by this Agreement who meet all requirements of the Public School and Education Employee Retirement Systems of Missouri (“PSRS/PEERS”) shall be eligible to participate in PSRS/PEERS.

ARTICLE 20 – MISCELLANEOUS PROVISIONS

Section 1: There will not be a full Annual Route Pick during the term of this Agreement. However, at the end of each school year, any driver may inform the District of their intention to give up their route. In the event a driver gives up their prior year’s route the route will be placed up for bid and selected based upon seniority. The driver who gave up their route, on the basis of seniority, shall be allowed to select any other open route at the District’s Annual Route Pick. All routes that become available during the regular school year shall be posted for bid for three (3) days and awarded by seniority.

Section 2: Trip pick will be based upon seniority.

Section 3: A driver may only bump a less senior driver from their route in the event the more senior driver’s current route is either increased or decreased by at least two and one-half (2.5) hours per week.

Section 4: When a driver is absent for less than two weeks, the District may use standby drivers or other employee-drivers. When a driver is on an approved leave of two (2) weeks or more the Transportation Office may assign a full-time Standby driver to cover the route during the extended period of leave.

Section 5: Full-time Trainers are to be paid at the same Step they are making as Drivers.

Section 6: PSRS/PEERS retirees are allowed to work the maximum hours permitted by law each plan year. PSRS/PEERS retirees who reach the maximum hours limit within a plan year will retain their seniority until they return to work the following PSRS/PEERS plan year.

Section 7: If an employee believes they were not properly paid in accordance with the terms and conditions set forth herein this Agreement, notice should be made to the Transportation Office. The District's Payroll Department will work with the employee and Transportation Office to correct the error. Errors will generally be corrected during the next pay period. Pay sheets will be provided by noon on Fridays. However, the District is committed to working with employees who would face a hardship if the error is not corrected immediately. Error is defined as a mistake made by the District – failure to report work on time, or extra work not turned in by the driver is not considered a pay check error.

Section 8: In the event an employee is required to be a witness in any legal proceeding not pertaining to their employment with the District they will be granted time off without pay. Any employee required to serve as a witness in any matter pertaining to the business of the District, and whose appearance as a witness has been authorized by the District, shall be compensated for all time involved, at the appropriate hourly rate of pay.

Section 9: All newly hired drivers will be placed on open routes based upon their skill, ability and experience.

Section 10: The Union may establish a Transportation Committee consisting of three (3) drivers and one (1) monitor. The committee shall meet up to four (4) times per year with the Assistant Superintendent of Human Resources, and three (3) additional administrative representatives.

Section 11: The District, recognizing the need to have all work completed, agrees that when a driver selects extra work within the timeframe already covered by a minimum guarantee established herein this Agreement, the driver will be paid the minimum guarantee, or actual hours worked, plus the actual time worked for the extra work.

ARTICLE 21 - INCLEMENT WEATHER PAY

When school is cancelled and District offices are closed due to inclement weather, or other building specific closures, employees are not expected to report to work, and will be paid their regular schedule. There may be some exceptions as it may be necessary for some employees to conduct work to ensure the operations of the District are maintained.

ARTICLE 22 – LIFE INSURANCE

Term life insurance in the amount of \$10,000 will be provided.

ARTICLE 23 - UNION BULLETIN BOARD

Section 1: The Union shall have the right to make use of a glass-enclosed bulletin board at each location. The bulletin boards at each location shall be for the exclusive use of the Union to post materials dealing with:

- (a) Recreational and social affairs of the Union
- (b) Union elections
- (c) Report of the Union
- (d) Union meeting notices

Section 2: Notices and announcements shall not contain anything political or of a libelous nature. The Union agrees to exercise good judgment, professionalism and ethical conduct in the nature of the materials posted and not to post materials advocating, supporting, or opposing any ballot measure or candidate for public office.

Section 3: The authorized Union representative shall possess keys to the Bulletin Board and have the responsibility of posting materials on the bulletin boards and keeping such notices timely.

ARTICLE 24 - SEPARABILITY AND SAVINGS

Section 1: If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be performed or enforced, and substitute action, if any, shall be subject to appropriate consultation and negotiation between the parties.

Section 2: In the event that any provision of this Agreement is or shall at any time be contrary to applicable State or Federal law, all other provisions of this Agreement shall continue in full force and effect.

ARTICLE 25 - NEW TECHNOLOGIES

Section 1: The Union agrees to installation and activation of GPS/camera equipment on District vehicles for the primary purpose of further enhancing safety, operational efficiency, and quality of delivery of services to the students and their families.

Section 2: It is understood that personnel investigations may be undertaken and disciplinary actions imposed based on information learned or discovered by means of GPS/camera equipment on District vehicles.

Section 3: The District further agrees that the information contained in and derived from any GPS/camera reports shall not be disclosed to any third party, except as required by law or contract.

Section 4: The parties agree that the tampering with or disabling of any GPS/camera system may be grounds for discipline, up to and including termination.

ARTICLE 26 - TERMINATION OF AGREEMENT

This Agreement shall become effective as of July 1, 2022, and shall remain in full force and effect through June 30, 2025, and each year thereafter, unless written notice of termination or desired modification is given at least sixty (60) days prior to the expiration date or any subsequent anniversary thereof by either of the parties hereto.

APPENDIX

Regulation 4322 – Sick Leave for Support Staff
Regulation 4323 – Support Staff Leaves and Absences
Regulation 4330 – Holidays