

AGREEMENT
Transportation Department Agreement
(School Year ~~2021~~2022-~~2022~~2023)

Between

The School District of Springfield, R-12

and

Teamsters Local Union No. 245

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ARTICLE 1 – PURPOSE

Section 1. It is the purpose of this Agreement to promote mutual cooperation and understanding between the Union, the District and its employees so as to provide for the efficient operation of the District’s transportation services, promote the safety of the students of the District and all District personnel, further to the fullest extent the establishment and maintenance of production and efficiency, proper treatment of students, parents and all District personnel, good working conditions, good relationships, promote and maintain mutually satisfactory working conditions with the goal of securing uniform and equitable terms of employment, including rates of pay, hours of work and conditions of employment, that are satisfactory to the District and employees, and to provide for peaceful adjustments of all disputes and the economic well-being of the District and the transportation employees.

Section 2. The primary responsibility of the District is to educate the children in the District and 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.

ARTICLE 2 – RECOGNITION

Section 1. Recognition of the Union. The District recognizes Teamsters Local Union No. 245, as the exclusive bargaining representative for the negotiation of matters relating to salaries, and other conditions of employment for the following unit:

All full-time and regular part-time Transportation Department employees, including Bus Drivers, Substitute Bus Drivers and Bus Aides employed by the School District of Springfield, R-12; but excluding, all Elected Officials, Administrators, Managerial Employees, Transportation Director, Operations Manager, Junior Programmers, Clerical Employees, Lead Drivers, School Nurses, Mechanics, Guards, Watchmen, Supervisors and all other District employees.

It is understood that full-time and regular part-time Substitute Bus Aides are a part of the unit. Whenever the term “Unit” is used in this Agreement it shall mean the group of employees described in this Section.

Section 2. Negotiations. As a part of the negotiations process, the Union and the District may present proposals relative to salaries and other conditions of employment for the employees in the Unit. The parties, through their designated representatives, shall engage in negotiations concerning these proposals, and upon completion of such discussions, the results shall be reduced to writing and be presented to the District’s Board of Education and the Union, for adoption, or rejection.

Section 3. Board of Education Statutory Authority. Agreements reached through the negotiation process may be adopted by the District’s Board of Education (“Board”) as an Agreement with the Union, and once ratified, shall 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. The District and its Board of Education shall retain all of 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. Subject to the specific provisions 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, powers and prerogatives, but not in limitation thereof, are the following:

A. The right to determine operating policies and manage the District in the light of experience, business judgment, and changing conditions including but not limited to: (1) the right to determine the extent to which the District, or any portion thereof, shall be operated; (2) the right to determine financial policy and accounting procedures; and, (3) the right to determine the scheduling of the school day and school year;

B. The right to determine the organization of the District, including but not limited to: (1) the right to determine the organization of each building, department, division or subdivision, deemed appropriate by the District; (2) the right to decide the number and location of schools, buildings, departments, subdivisions or facilities; (3) the right to introduce new or improved methods, equipment, buildings or facilities which change existing methods and facilities, in the interest of proper service to its mission and the conduct thereof; (4) the right to change any department, division or subdivision of the District, or any part thereof; (5) the right to transfer work from one building or facility to another; (6) the right to eliminate, change or consolidate job classifications and operations;

C. The right to direct the work force, including but not limited to: (1) the right to hire, assign, discipline, suspend, discharge, lay off, transfer, promote and to maintain discipline and efficiency of its employees; (2) the right to relieve employees from duty because of lack of work or for other legitimate reasons; (3) the right to establish job evaluation procedures, and what the job will consist of; (4) the right to assign employees to particular jobs; (5) the right to determine the work to be done and the manner in which it shall be done by its employees; (6) the right to determine the number of employees it shall employ in any classification, certification, school, building, department or operating unit at any time; (7) the right to schedule and reschedule work, hours and work assignments; (8) the right to determine the method of training employees; (9) the right to make, establish and enforce disciplinary rules, standards and policies; and, (10) the right

to establish, make and enforce work, conduct, health and safety rules or policies not in conflict with specific provisions of this Agreement.

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. The discharge or discipline of employees, when necessary, shall not be performed in an unreasonable, arbitrary or capricious manner.

Section 4. 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 – UNION RIGHTS

Section 1. Union Access. Authorized agents of the Union shall have access to the District's Transportation Office and the District's Administrative Offices during regular business hours for the purposes of investigating grievances or meeting with District administrators. The authorized agents of the Union shall provide the District with notice prior to meeting with employees on District property.

Section 2. Job Stewards. The Union may designate up to four (4) stewards and up to three (3) alternate stewards for the District Transportation facilities. Alternate stewards may only act in the absence of the steward at that facility. The Union will notify the District of the names of the designated stewards. The authority of job stewards and alternates 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 this Agreement.
- B. The collection of dues when authorized by appropriate Local Union action.
- C. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers provided that the messages have been reduced to writing, or if not reduced to writing, that are of a routine nature and that do not interfere with the District's business.

The District recognizes these limitations upon the authority of the stewards and alternates and shall not hold the Local Union liable for any unauthorized acts. Unauthorized acts by stewards or alternates may subject them to discipline, depending on the circumstances.

When the District meets with a Unit employee to administer discipline, the employee may be represented by a Steward upon the request of the employee. The Steward may meet with the employee prior to the meeting. In such cases, the Steward shall be allowed time, not to exceed fifteen (15) minutes, to talk to the affected employee prior to the meeting. This fifteen (15)

minutes, and the disciplinary meeting time, shall be on the clock for the Steward and the employee. All other grievance investigations and meetings shall occur outside of scheduled work time unless agreed-to in advance by the District.

Section 3. Dues and Assessment Deduction. The District will deduct all dues and the uniform Local 245 death assessment from the pay of each non-probationary Unit employee who provides the District with a written authorization for such deductions. The Union shall be responsible for providing the authorizations to the District for each employee with the amount of dues and assessments to be deducted from each employee's wages. The District will not be responsible for calculating the amounts to be deducted. Dues and assessments shall be deducted on a monthly basis and remitted to the Union by the fifteenth (15th) day of the following month. The District will provide to the Union a list of all employees, with their hourly wage and daily or weekly scheduled hours, by the last business day of each month, to allow the Union to prepare the dues billing list for the following month.

Section 4. Political Action Fund or Drive. The District agrees to deduct from paychecks of all employees covered by this Agreement for voluntary contributions to the Teamsters Local 245 Political Action Fund or Drive commensurate with state and federal regulations. The Teamsters Local 245 PAF or Drive shall notify the District of the amount designated by the individual employee that is to be deducted each payroll period. The monthly deduction will be designated annually in the months of September and October or January and February, and shall not be changed/alterd during the designated period (exception to cancel the deduction entirely). The District shall transmit to the Teamsters Local 245 PAF or Drive on a monthly basis, in one (1) check, the total amount deducted from each employee's paycheck.

ARTICLE 5 – EMPLOYEE RIGHTS/NO CONFLICTING AGREEMENTS

Section 1. Employee Rights. The Union and District recognize that pursuant to Missouri law, employees in the bargaining unit have the right to join or refrain from joining the union and because they also have individual rights granted to them by the Constitutions of the United States and the State of Missouri, if they choose not to become a member of the Union, they have the right to present their differing views to the District through its Board of Education.

Section 2. No Conflicting Agreements. The District agrees not to enter into individual agreements with any Unit employee which conflict with the terms of this Agreement.

ARTICLE 6 – 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, military status, disability or any other classification protected by applicable Federal, State or Local law or ordinance.

Section 2. Union Membership. Unit employee will not be discriminated against by the District or the Union on the basis of their decision to join or not join the Union or their decision to remain or not remain a member of the Union.

Section 3. No Limitations. Nothing in this Agreement shall limit or restrict a unit employee's right to seek redress under Federal or State law.

Section 4. No Discrimination - Students, Parents or Others. Unit employees shall not engage in conduct which constitutes discrimination on the basis of an individual's race, color, religion, national origin, sex, ancestry, age, military status or disability toward any District student, parent or other person.

ARTICLE 7 – PRODUCTIVITY AND EFFICIENCY

Section 1. Objectives. It is the intent of this Agreement to secure and sustain reasonable productivity per employee. In return to the District for the rates of pay and other benefits herein provided, and consistent with the principle of a fair day's work for a fair day's pay, and the objectives of achieving a reasonable level of employee performance and efficiency, employees covered by this Agreement will not take, authorize or condone any action which interferes with the attainment of such objectives.

Section 2. Cooperation. In keeping with the objectives above, the Union and employees covered by this Agreement will cooperate with the District in an effort to, where possible, reduce to a minimum all practices resulting in loss of efficiency or costs to the operation.

Section 3. Technological Progress. The wages and other benefits herein established for the employees covered by this Agreement, and the welfare of the District and those employees in the future, depend to a great extent on technological progress, better or more efficient methods, processes and equipment, and a cooperative spirit on the part of the District and its employees.

ARTICLE 8 – GENERAL WORKING CONDITIONS

Section 1. Overtime Compensation. All work performed by an employee after such employee has actually worked forty (40) hours in any work week shall be compensated for at the rate of one and one-half the employee's straight-time hourly rate of pay. The District has the absolute right to set or change the work week for the employees covered by the Agreement. In the event the District decides, in its discretion, to change the work week, it will give reasonable notice to the unit employees who are affected by the change.

Section 2. No Pyramiding. No overtime and/or premium pay paid in accordance with any of the provisions of this Agreement, or required by law, shall be duplicated or pyramided in whole or in part for the same hours worked. Where two or more overtime and/or premium rates are applicable to the same hours worked, only the higher rate shall be paid.

Section 3. Personal Business. While operating District transportation equipment, an employee shall not stop to transact personal business of any type, unless prior approval has been received from the employee's immediate supervisor unless a personal emergency exists which prevented the employee from providing prior notification to the employee's immediate supervisor.

Section 4. Personnel File. Employees shall have the right, upon reasonable request, to review the post-hiring and non-confidential documents maintained in their personnel file during normal business hours after giving reasonable notice. A Union Representative or Steward may accompany the employee to review the employee's personnel file. In order to investigate an employee's grievance, a Union Representative or Steward may, upon written request and approval of the employee, receive copies of documents in the employee's personnel file, when the employee has filed a grievance pursuant to the grievance procedure in this Agreement.

Section 5. Time to Vote. The District will comply with the provisions of Section 115.639 of the Revised Statutes of Missouri. Unit employees who are eligible to vote in any election held within this State, will normally vote before or after work. A Unit employee who is eligible to vote, and who does not have three (3) consecutive hours between the opening and closing of the polls on election day when he/she is not scheduled to work, will be excused from work to vote and will be paid for any scheduled work time missed up to, but not exceeding, three (3) consecutive hours, if the employee requests such leave prior to the day of election. The District may specify any three (3) hours between the opening and closing of the polls during which such employee may be absent to vote.

Section 6. Bulletin Board. The District will designate wall space in the transportation facilities which may be used by the Union to place a bulletin board to post notices and information for unit employees. Information that is discriminatory toward any person or group, contains profanity, endorses a candidate in any Federal, State or Local election, or tends to incite problems in the workforce, in the opinion of the Director of Transportation, shall not be posted on the bulletin board.

Section 7. Unruly Students – A driver who believes the passengers on his bus are out of control and unsafe while on the route, may park the bus at a safe location and contact Transportation Dispatch for further instructions, which may include the dispatching of security to the scene. Transportation dispatch will contact law enforcement if any student becomes physically abusive to themselves or others. A driver or bus aide may issue a bus ticket to a student who rides on his/her bus for violation of bus rules. The Driver or Aide shall be notified of the disposition of such tickets to the extent required or allowed by law.

Section 8. Bus Cameras. The District will make a reasonable effort, subject to budgetary or other concerns, to equip each bus with a camera to record activity on the bus and to maintain the cameras in good operating condition. A driver may request that the District retain a copy of the images. Upon the driver's request, the District will retain a copy of the images if they are available at that time. When discipline is issued by the District to a bargaining unit employee regarding events that occurred on the employee's bus, the employee and his/her union representative may request to be allowed to view the related digital images from the bus camera.

Section 9. Transportation of Special Education Students. Workforce employees who transport a Special Education student will be provided with basic information regarding the student, including the nature of the student's disability and a description of the student's transportation needs as deemed appropriate by the student's Individualized Education Plan ("IEP") team.

Section 10. Special Needs Training. All Workforce employees who transport children who are in wheelchairs shall be provided training which includes loading and unloading, securing the wheelchair, lift operation and safety restraints.

Section 11. Reporting Arrests, Moving Violations and Accidents. In the event a Unit employee is arrested and/or charged with a felony violation of State or Federal law or a DWI, the employee shall report the arrest/charge to the District's Human Resources Department or other designee, prior to beginning the employee's next scheduled work day for the District. Drivers in the Unit shall also report all accidents or moving traffic violations, incurred while driving a District vehicle, and shall report any conviction of a State or local law relating to motor vehicle traffic control (other than a parking violation), to the Transportation Director, or other designee, immediately or as soon as physically possible.

Section 12. New Employee Wage Advance. A new Unit employee may request and receive one advance payment of wages earned during the employee's first month of employment by contacting the Human Resources Department.

Section 13. Change in Classification. In the event that a Driver is granted a transfer to the Aide classification or a transfer to the Driver classification from the Aide classification by the District, such employee shall retain his/her Unit seniority for step/pay purposes in the new classification.

Section 14. Travel Time. Unit employees that are directed by the District to travel between lots in their personal vehicle for assignments, meetings or training shall punch in at the lot from which they are being directed and be paid for all the travel between lots and for all time spent for said work assignment. It is understood between the parties that the primary circumstances to which this section shall apply are: trainings that take place at lots other than the Unit Employee's home lot; and, unit employees that are directed by the District to take unanticipated assignments at another lot with little to no notice. When the Unit Employee is eligible for compensation for travel time pursuant to this section, the employee shall travel directly to their next assignment without delay.

Section 15. Routing Changes. The District will provide the drivers with rosters and routing lists upon the request of the driver.

Section 16. Inappropriate Conduct Involving Children -- Bargaining Unit employees who are subjected to a governmental investigation of their alleged inappropriate or criminal conduct regarding children, including but not limited to child abuse, child sexual abuse or child neglect, shall be suspended from work without pay during the investigation. In the event the investigating entity drops its investigation, or finds that the allegations against the employee of child abuse, child sexual abuse or child neglect are "not substantiated," the District will return the employee to work and reimburse the employee for any work time missed due to the suspension, up to fourteen (14) work days of the employee's wages, minus applicable withholding and taxes, based on the employee's regularly scheduled work hours at the employee's regular rate of pay. It is understood that appropriate discipline may be issued if the District determines the employee has

violated district policy, transportation procedures or state law. The employee who is returned to work shall be placed back on his/her route or placed on a different route. If placed on a different route, the employee shall receive compensation equal to or greater than that received on his/her bid route and that originates from the same lot as his/her previous route.

Section 17. Rest Rooms. A Bargaining Unit employee shall be allowed to use a designated staff restroom in an open District building during the employee's working hours. The Principal or administrator who is in charge of the building shall designate the restrooms to be used.

ARTICLE 9 – NO STRIKES OR JOB ACTIONS

Section 1. No Strikes or Job Actions. It is understood that Section 105.530 RSMo. makes it unlawful for public employees, which includes all employees covered by this Agreement, to engage in a strike or other job action. No employee covered by this Agreement shall engage in a job action, including but not limited to, a strike, work stoppage, sympathy strike, or slowdown.

Section 2. Discipline. Should any employee covered by this Agreement engage in a strike, work stoppage, sympathy strike or slowdown, such conduct shall be just 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. If discipline is issued, the employee may file a grievance pursuant to the grievance procedure, but only on the issue of whether the employee actually engaged in an action prohibited by this Article. If an employee is found, through the grievance procedure, to not have engaged in prohibited actions under this Article, the discipline shall be rescinded.

ARTICLE 10 – GRIEVANCE PROCEDURE

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

A. "Grievance" is a claim by a unit employee covered by this Agreement 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.

B. "Grievant" is the employee or employees covered by this Agreement who file 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.
- 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 Union 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 five (5) 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 Steward, 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.
- F. Should any District administrator or supervisor referred to herein be unavailable to perform the specific functions under this Article, the Superintendent or Board of Education may designate a substitute to perform those functions and shall notify the Union 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 of Education, the Administration, the Union, any employee, or participant/witness against any Grievant or other participant in the grievance procedure.
- H. If the Grievant or the Union at any time during the proceedings set forth herein, file 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 similar questions of fact, the grievance procedures may be suspended by the District, at its discretion, pending resolution of such issues by the chosen forum.
- I. The Grievant may be accompanied, if desired, by a Union 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/Director of Transportation

(1) Informal Discussion of Grievance – An attempt should be made to resolve any alleged grievance in an informal discussion between the employee who is the Grievant and person in the first line of supervision. An informal answer or adjustment of a question or complaint concluded between an employee and the first line of supervision shall not establish a precedent in any comparable situation and shall not be inconsistent with this Agreement or applicable Missouri law.

(2) Filing of Grievance with Director of Transportation – If the Grievant is not satisfied with the resolution of the grievance after the informal discussion outlined above, the Grievant may file a grievance, in writing, on a form prepared for this purpose, with the Director of Transportation within seven (7) 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 Director of Transportation receives the written grievance, a meeting shall be held with the Grievant, Steward and/or Business Agent, and the Director of Transportation 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.

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

B. Step 2 -- Superintendent/Director of Human Resources

(1) Filing of Grievance with the Superintendent/Director of Human Resources – 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/Director of Human Resources. 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 Director of Transportation if no decision was rendered.

(2) Meeting with the Superintendent/Director of Human Resources – Within ten (10) business days after the grievance is filed with the Director, a meeting

shall be held with the Grievant Steward and/or Business Agent, and the Superintendent or the Director of Human Resources, who shall serve as the designee of the Superintendent, in an effort to resolve the grievance.

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

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/Director of Human Resources, the Grievant may appeal the resolution of the Board of Education. The grievance shall be presented in writing within ten (10) business days after the decision at Step 2, or ten (10) business days after the meeting between the Grievant and the Director of Human Resources or Superintendent if no decision was rendered.

(2) The Board shall consider and decide the Grievant's appeal in closed session. The Board may accept, reject or modify any previous determination made on the Grievance.

(3) The Board may, in its discretion, elect to hear the appeal by receiving written submissions from the Grievant and the Administration; listening to oral presentations by the Grievant and the Administration; or it may decide the Appeal on the documents and decisions made at Steps 1 through 3 of this procedure.

(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 11 – EMPLOYEE DRUG/ALCOHOL TESTING

Section 1. Drug/Alcohol Testing Generally. This Drug/Alcohol Testing program applies to all Unit employees covered by this Agreement and includes testing for Drugs and Alcohol using reasonable suspicion testing, random testing and post-accident testing.

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. Safety-Sensitive Function – includes such responsibilities as time on duty waiting to be dispatched, driving time, assisting or supervising loading or unloading, repairing, obtaining assistance or remaining in attendance upon a disabled vehicle.
- C. Alcohol – the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl and isopropyl alcohol.
- D. 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.
- E. Employee – an individual currently employed by the District who is covered by this Agreement.
- F. Non-Driver – an Employee who is not a Driver or an Employee who performs a Safety Sensitive Function. Notwithstanding any provision in this Article, an Employee who is a full or part-time Bus Aide shall be a Non-Driver employee unless they operate a commercial motor vehicle (CVM) or a school bus for the District.
- G. 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.
- H. 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 Employees who are Drivers, Employees who perform Safety-Sensitive Functions and/or Non-Drivers.

Section 4. Program Coordinator. The District's Director of Human Resources 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 and Alcohol 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; (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; and, (f) conduct Alcohol testing through the use of a federally approved evidential breath testing device (EBTD) by a trained breath alcohol technician (BAT) or school police officer.

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

- A. No Employee shall report for duty or remain on-duty while having an Alcohol concentration greater than 0.02.
- B. No Employee shall possess Alcohol or Drugs while on-duty.
- C. No Employee shall use Alcohol or Drugs while on-duty.
- D. No Employee shall report for work or remain on-duty, 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 he/she undergoes a post-accident alcohol test (whichever comes first).
- F. No Employee shall report for duty or remain on-duty 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 the District of the use of such Drug(s) prior to operating a motor vehicle and/or performing safety-sensitive functions for the District.
- G. No Employee shall report for duty, remain on duty if the Employee tests positive for Drugs or Alcohol.

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

- A. Was performing safety-sensitive functions with respect to the vehicle 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; or
- D. If one (1) or more motor vehicles incur \$1,000.00 in damages as a result 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. Random Testing. This Section shall apply to Drivers and Employees who perform Safety Sensitive Functions. Alcohol and Drug testing shall be conducted on a random basis at unannounced times throughout the year in accordance with federal regulations. Tests for alcohol shall be conducted just before, during or just after the performance of safety-sensitive functions. Employees shall be selected by a scientifically valid random process, and each Employee shall have an equal chance of being tested each time selections are made.

Section 9. Reasonable Suspicion Tests. This Section shall apply to all Employees covered by this Agreement. 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 work day when the Employee must comply with Alcohol prohibitions. 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 qualified supervisor or District administrator who makes a finding of reasonable suspicion. He or she shall create and sign a written record of his or her observations 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 10. 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 11. 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 12. Compensation for Drug or Alcohol Testing. An employee required to travel off-site (including drivers assigned to the Carver lot traveling to the north lot) to perform Drug and Alcohol testing pursuant to this Article will be paid twenty five dollars (\$25.00). On-site Drug and Alcohol testing shall be compensated as time worked, including all time spent walking to, testing and returning to the time clock. Drivers shall report to and return from testing immediately and without delay.

Section 13. 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 Union 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 Union.

ARTICLE 12 – SENIORITY

Section 1. Definition of Unit Seniority. Unit Seniority shall be defined as the length of continuous service with the Unit, and in a job classification covered by this agreement from the employee's last date of hire. When two (2) or more employees have the same last date of hire, the order of seniority placement under this Agreement, shall be determined by lot.

Section 2. Definition of Classification Seniority. Classification Seniority shall be defined as the length of service of a Unit employee in the classifications of Driver and/or Bus Aide, which are recognized by this Agreement. Classification Seniority shall be cumulative in each classification, based on the employee’s length of service in each classification. When two (2) or

more employees have the same last date of entry into a classification, and/or have the same cumulative length of service in a classification, the order of seniority placement under this Agreement, shall be determined by each employee's District Seniority date.

Section 3. Termination of Seniority. District Seniority and Classification Seniority shall immediately be terminated when an employee:

- A. Resigns;
- B. Retires from the District after June 28, 2011, the beginning date of this Agreement;
- C. Is discharged from employment with the District;
- D. Fails to return from an authorized leave of absence;
- E. Fails to return from a lay off within ten (10) working days following notification of recall to work;
- F. Is absent for three (3) consecutive work days without notice to the District;
- G. Remains on lay off from the District for twelve (12) consecutive months; or,
- H. Accepts a position with the District which is not covered by this Agreement, except when the employee is on lay off status.

Section 4. Seniority Lists. A current District Seniority list and current Classification Seniority lists will be provided to the Union on a monthly basis.

Section 5. Probationary Period. Employees covered by this Agreement who have been employed by the District for sixty (60) continuous calendar days shall be classified as regular employees. Probationary employees may be terminated at any time during their probationary period. The probationary period may be extended by the length of the Summer vacation, Winter break or Spring break, to the extent the employee does not perform work during those times pursuant to this Agreement.

ARTICLE 13 – LAYOFFS AND RECALLS

Section 1. Decision to Lay Off or Recall. The decision whether to lay off or recall employees, and the number of employees to be laid off or recalled 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 workforce covered by this Agreement should occur, the layoff shall be made in accordance with the following steps:

A. The District will designate the specific classifications which are to be reduced and determine the number of employees to be laid off from each classification.

B. The District will lay off all probationary employees in the classifications identified by the District before non-probationary employees are laid off.

C. If further layoffs are necessary in the designated classifications, other employees in the designated classifications will be laid off using the employee's Unit seniority, starting with the least senior employee.

Section 3. Recall Procedure. When the District makes the decision that a recall of some or all of the laid off employees in the Unit covered by this Agreement should occur, the recall shall be made in accordance with the following steps:

A. The District will designate the specific classifications which are appropriate for recall in its discretion, and determine the number of employees to be recalled.

B. The District will offer the open position(s) to employees who are laid off from the designated classification using Unit seniority, starting with the most senior employee.

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 Union and shall constitute notification to the employee.

D. The District may use non-workforce 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 3(C) above.

E. Any employee laid off within their classification, may utilize their Unit seniority to move to another classification if qualified to perform the work, and the most junior employee(s) will be laid off. Such moving employee may not use their Unit seniority for bumping rights in regard to route selection or bidding purposes

ARTICLE 14 – BIDDING

Section 1. Bidding Generally. Employees may use their Classification Seniority to bid on annual bus routes, noon routes, and express a desire to be assigned to short extra-trips, long extra-trips and special event trips as set forth in this Article.

Section 2. Bidding Annual Bus Routes. Before the beginning of classes in each school year, the District shall determine the annual bus routes and post them for review by the unit employees. Unit employees shall be notified of the date for submitting bids for the annual bus

routes. It is understood that the configuration of any bus route may change prior to or after the bidding process due to legitimate reasons including, but not limited to changes in enrollment, utilization of school buildings, curriculum or programming, financial conditions or other similar reasons. The nature and extent of each route and the personnel required to service each route shall be determined by the District. Each employee shall be given an opportunity to keep the route the employee had during the previous school year, with changes that may have been made to it for the upcoming school year. If an employee keeps the route the employee had during the previous school year, that route will be removed from the bidding process and the employee will be assigned to the route for the current school year. On the bid day for annual bus routes, Drivers and Bus Aides may use their classification seniority to bid on the remaining annual bus routes in person or by providing a written proxy to the District giving another unit employee the authority to exercise the bid. The District will assign routes to employees who do not elect to keep their route or exercise a bid on the annual bid day. If a route becomes available after the annual bid, such routes shall be posted for bid and awarded to the most senior qualified employee within the classification. In the event changes are made to a bus route after the bidding process has finished, which initially add to the number of hours on the route, such that the employee's bid route(s) are projected to take more than forty hours to run each week, and the District then reduces the employee's bid route(s) to avoid the accumulation of overtime, the District will make an effort to not reduce the number of hours on the route or routes to less than the aggregate number of hours of the route(s) as bid by the employee.

Section 3. Noon Routes. The District may establish and change noon routes at its discretion. The term "noon routes" means a regular transportation assignment that generally transports early childhood students from school-to-home, home-to-school and school-to-school and which generally occurs between 11:00 a.m. and 1:00 p.m. A noon route shall be assigned by using the following procedure:

- A. Before the beginning of classes in each school year, the District shall post the available noon routes for review by the unit employees.
- B. On the annual bid day, Drivers and Bus Aides may use their classification seniority to bid on the available noon routes. The District may assign noon routes to employees who do not exercise a bid on the annual bid day on a reverse classification seniority basis, but may consider: the amount of hours worked by each employee during the workweek in order to minimize or eliminate overtime liability to the District; and, (2) the established qualifications which are needed for the assignment.
- C. An employee who bids a noon route on the annual bid day which causes the employee's weekly hours to exceed forty-two (42) hours per week in any workweek shall be required to give up or drop as many days of the noon route each week so the employee's total hours of work during each workweek do not exceed forty-two (42) hours. However, if an employee's bid noon route is added to by the District, which causes the Employee's workweek to exceed forty (40) hours, but not more than forty-four (44) hours, the employee will not be required to drop hours in order to keep from exceeding forty (40) hours during a regular workweek.

D. A noon route that is established following the annual bid day shall be offered to employees who do not have a noon route using classification seniority beginning with the most senior employee. If no employee expresses an interest in the available noon route, the District may assign the route to the least senior employee. In making the noon route assignment, the District may consider: (1) the amount of hours worked by each employee during the workweek in order to minimize or eliminate overtime liability to the District; and, (2) the established qualifications which are needed for the assignment.

E. Noon Bus Aide Routes. If a noon Bus Aide route is not filled by bidding pursuant to Article 14, Section 3, the District may: (i) assign the noon route pursuant to Article 14, Section 3 (B), (C) or (D); or (ii) may elect, in its discretion, to temporarily fill the bus Aide noon route by offering the open position to the senior unit employee (based on the employee's last date of hire with the District) who has expressed interest in filling the temporary position and meets the qualification considerations set forth in Article 14, Section 3(B). The employee who temporarily fills the noon route shall be removed from the route if a qualified Bus Aide becomes available for the noon route position or the employee is needed for an assignment within their classification.

Section 4. Workshop or Community Based Routes. The District may establish and change workshop and community based routes at its discretion. The term “workshop and community based routes” means a regular transportation assignment that transports students from school-to-school, school-to-workshop and/or are special education routes which generally occur after the morning bus routes but before the beginning of the afternoon bus routes. These transportation assignments may be combined with another route or remain separate, based on efficiency, as determined by the District.

Section 5. Extra Trips. Before the beginning of classes in each school year, the District shall establish preference sign-up lists for long and short extra trips as follows:

A. The term “short extra trip” means a transportation assignment that is expected to last less than four (4) hours. The term “long extra trip” means a transportation assignment that is expected to last four (4) or more hours, but is not a special assignment.

B. Unit employees will be allowed to sign the short extra trip and long extra trip lists on the annual bid day each school year. Employees may add or delete their names from the lists throughout the school year. The lists will be placed in order by the classification seniority of each employee and shall be posted.

C. The District may establish reasonable qualifications for employees which are applicable to extra trips.

D. Assignments for extra trips will be made from the qualified employees on the appropriate extra trip list. The District will distribute the extra trip assignments among all qualified employees on the short extra trip list or the long extra trip list, whichever is applicable, on a rotation basis, beginning with the most senior employee on the appropriate list and working through the least senior employee. In making the extra trip

assignment, the District may consider: (1) the amount of hours worked by each employee during the workweek in order to minimize or eliminate overtime liability to the District; and, (2) the established qualifications which are needed for the assignment. It is understood that based on these considerations, employees may be skipped in the rotation assignment on any particular extra duty trip. It is understood that assignments for basketball or volleyball tournaments or other such events for the same team, that involve multiple days, during the same week shall be considered as one assignment.

E. The District may utilize supervisors or non-unit persons to perform extra trips as set forth in Article 16, Section 1 of this Agreement.

Section 6. Special Event Trips. Before the beginning of classes in each school year, the District shall establish preference sign-up lists for special event trips as follows:

A. The term “special event trip” means an event that is generally non-recurring throughout the school year which has transportation needs that have been assigned to the Transportation Department by the District or the entity requesting the transportation services, and may be funded by non-District sources. Examples of special event trips include Project Graduation. The decision to request that the Transportation Department provide transportation services for a special event trip is left up to the entity which requests the services.

B. Unit employees will be allowed to sign the special event trip list on the bid day prior to classes each school year. Employees may add or delete their names from the lists throughout the year. The lists will be placed in order by the classification seniority of each employee.

C. Assignments for special event trips will be made from the special event trip list using classification seniority.

D. The District may utilize supervisors or non-unit persons to perform special event trips as set forth in Article 16, Section 1 of this Agreement.

Section 7. Combining Annual Bus Routes or Noon Routes. In the event the District elects to combine annual bus routes or combine noon routes the following will apply:

A. If two (2) or more Annual Bus Routes (Section 2 of this article) are combined after such routes have been bid, which results in the elimination of a complete Annual Bus Route, the District may assign the remaining Annual Bus Route in the most efficient manner. Efficiency being equal, the senior driver and or aide shall retain the combined Annual Bus Route.

B. If two (2) or more Noon Bus Routes (Section 3 of this article) are combined after such routes have been bid, which results in the elimination of a complete Noon Bus Route, the District may assign the remaining Noon Bus Route in the most efficient

manner. Efficiency being equal, the senior driver and or aide shall retain the combined Noon Bus Route.

ARTICLE 15 – INVESTIGATIONS/REPORTING CHILD ABUSE

Section 1. Employee Cooperation and Protection. The District shall have the right to conduct investigations into the conduct of employees covered by this Agreement, in its sole discretion. Employees covered by this Agreement shall cooperate with such District investigations, and other investigations involving the conduct of other District employees, students or parents, after reasonable request.

Section 2. Reporting Child Abuse or Neglect. All 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 supervisor, the Director of Transportation or the child's Building Principal. In the event 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.

ARTICLE 16 – WORK BY NON-WORKFORCE PERSONS

Section 1. Use of Supervisors and Non-Unit Persons. The District may, at its discretion, utilize supervisory and other non-unit persons to perform work, even when such work was previously performed by a member of the unit covered by this Agreement, in order to transport students, staff or others in a safe and timely manner in any of the following circumstances: (a) when an emergency occurs; (b) when there is an equipment breakdown; (c) when a unit employee is not immediately available to perform a transportation function; or, (d) when the work is not assigned to the District's Transportation Department. The District may also use supervisory or non-unit persons to operate transportation equipment in maintenance situations or to move transportation equipment from one location to another.

ARTICLE 17 – WORKERS' COMPENSATION CLAIMS

Section 1. Workers' Compensation Protection Provided. 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 employees covered by this Agreement.

Section 2. Accidents/Illnesses Reported. 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 report an accident or illness may result in disciplinary action.

Section 3. False Claims. Any employee who makes an accident report (or reports) concerning the employee's condition following an on-the-job accident or illness which is materially false 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. If discipline is issued, the employee may file a grievance pursuant to the grievance procedure, but only on the issue of whether the employee actually engaged in an action prohibited by this Article. If an employee is found through the grievance procedure to not have engaged in prohibited actions under this Article, the discipline shall be rescinded with restoration of any pay lost as a result of the discipline. Nothing in this Article shall be construed to limit, define or alter the scope of the District's Rights and Authorities as set forth in this Agreement, or to limit, define or alter the scope of the employee's rights under the Missouri Workers' Compensation statute.

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

ARTICLE 18 – HOLIDAYS

Section 1. Holidays Observed. The District shall observe the following days as holidays: New Year's Eve Day, New Year's Day, Martin Luther King Day, President's Day, Friday during Spring Break, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Eve Day and Christmas Day.

Section 2. Day Observed as Holiday. When an observed holiday falls on a Sunday, the following Monday shall be observed as the legal holiday. When an observed holiday falls on Saturday, and school is not in session the preceding Friday, the holiday shall be observed on the preceding Friday.

Section 3. Holiday Pay. A Unit employee who is not required to work on an observed holiday shall be paid four (4) hours per holiday, ~~or six (6) hours per holiday,~~ or eight (8) hours per holiday based upon the full time equivalency (FTE) allocation as set forth in Article 21, Section 1 of this Agreement, and regularly based on scheduled work hours (morning and afternoon route) as determined by the District. A Unit employee who is required to work on an observed holiday shall be paid one and one-half (1½) times his/her hourly rate for each hour worked on such holiday in addition to holiday pay. Observed holidays, unless worked, shall not be counted for purposes of calculating overtime compensation. Unit employees will only be paid for holidays that occur between their first and last scheduled work day of the regular school calendar, excluding summer school.

ARTICLE 19 – LEAVES OF ABSENCE

Section 1. Military Leave of Absence. The provisions of Board of Education Policy GBBDD -- *Employee Military Leaves Of Absence*, as modified hereafter from time-to-time by the District's Board of Education in its discretion and without further negotiation with the Union during the term of this Agreement shall be applicable to the employees covered by this Agreement.

Section 2. Family Medical Leave Of Absence. The provisions of Board of Education Policy GBBDE -- *Leaves Of Absence - Family Medical Leave Act*, as modified hereafter from time-to-

time by the District's Board of Education in its discretion and without further negotiation with the Union, shall be applicable to the employees covered by this Agreement. Board Policy GBBDE shall be consistent with Federal and State Law.

Section 3. Jury Duty/Witness Service. A Unit employee may request to be relieved from his/her duties when the employee is summoned to serve on a jury or is subpoenaed to appear as a witness in any court or administrative proceeding, when the employee is not a party to the litigation. If these approved criteria are met, no deduction shall be made from the employee's salary or accrued leave time. Payments for Jury/Witness Duty shall be made on an hourly basis up to a maximum of four (4) hours per day, ~~or six (6) hours per day,~~ or eight (8) hours per day based upon the full time equivalency (FTE) allocation as set forth in Article 21, Section 1 of this Agreement, and regularly based on scheduled work hours (morning and afternoon route as determined by the District). The employee shall return to duty as soon as he or she is released from the jury duty or subpoena. Any fee received for service as a juror or as a witness shall be paid to the District's Treasurer. In order to receive pay for jury/witness duty, the employee must file verification of the absence with the District's Human Resources Department.

Section 4. Death in the Employee's Immediate Family or Pallbearers. A Unit employee who is absent because of a death in his or her immediate family may use his or her accrued sick leave time to cover the hours missed from his or her work assignment. An employee who is absent because the employee attends a funeral as a pallbearer may use up to one (1) day of his or her accrued sick leave time in any school year to cover the hours missed from his/her work assignment. No more than ten (10) 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. The District may, in its discretion, grant an employee additional time off without pay because of a death in his or her immediate family or to attend a funeral as a pallbearer. When used in this Section, the term "Immediate Family" shall mean the 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 or any other person for whom the employee is legally responsible. In order to receive pay for pallbearer duty, the employee must file verification of the absence with the District's Human Resources Department.

Section 5. Long Term Leaves of Absence. The provisions of Board of Education Policy GBBDC – *Employee Long Term Leaves of Absence*, as modified hereafter from time-to-time by the District's Board of Education in its discretion and without further negotiations with the Union, shall be applicable to the employees covered by this Agreement.

Section 6. Unpaid Medical Leave of Absence. A Bargaining Unit employee who has worked for the District less than five (5) years and who has exhausted all of his/her Family Medical Leave Act ("FMLA") leave time, and all of his/her District-paid leave time, may apply for an unpaid medical leave of absence for up to three (3) months subject to the provisions of this Section.

A. The request for an Unpaid Leave of Absence must be accompanied by a certification from the employee's physician, which is satisfactory to the District, that the

employee is unable to perform his or her duties due to a physical or mental condition and is expected to return to work within three (3) months. The physical or mental condition must be the same condition which necessitated the employee's FMLA leave of absence.

B. The employee shall remain eligible to participate in the District's group medical insurance plan and dental plan, but the employee shall be responsible for the prompt prepayment of the premiums for each plan beginning with the first full month on an unpaid status.

C. When an employee is absent from active duty on an unpaid leave of absence, 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.

D. When an employee fails to promptly return to active duty with the District following the expiration of an approved unpaid leave of absence, the employee shall be considered to have voluntarily terminated his or her position with the District.

ARTICLE 20 – SICK LEAVE

Section 1. Accumulation of Sick Leave Time. A Unit employee whose regularly assigned work schedule is twenty (20) hours or more per work week and on a full time equivalency ("FTE"), will accumulate four (4) sick days, as defined in Section 2D of this Article, on July 1 of each school year, and will accumulate one (1) additional sick day each month during the school year for nine (9) months. Each employee's accumulated sick leave time shall be placed in a "bank" from which the employee may draw in accordance with provisions of this Article. Sick leave days may be accumulated in the employee's "bank" up to one hundred ninety (190) days.

Section 2. Use of Accrued Sick Leave Time. Sick leave time accrued by an eligible Unit employee may be used by the employee for his/her personal illness or injury, serious illness in the employee's family or in conjunction with the employee's leave of absence pursuant to the Family Medical Leave Act ("FMLA") as follows:

A. Personal Illness or Injury. An eligible Unit employee who is absent because of his/her personal illness or for his/her injury which is not covered by Workers' Compensation, may use accrued sick leave time to cover the hours missed from his/her work assignment.

B. Illness or Injury – Employee's Child. An eligible Unit employee who is absent because of a minor illness or injury to his/her child who is under the age of eighteen years may use his/her accrued sick leave time to cover the hours missed from his/her work assignment. In order to qualify for use of accrued sick leave, the employee must be the natural or foster parent or legal guardian of the child; and, the child must reside in the employee's home; and, the illness or injury must necessitate the presence of the employee.

C. Illness or Injury – Member of Immediate Family. An eligible Unit employee who is absent because of a serious health condition affecting a person in the employee’s immediate family may use his/her sick leave time to cover the hours missed from his/her work assignment. In order to qualify for use of accrued sick leave, the circumstances necessitating the use must meet the requirements set forth in the Family Medical Leave Act.

D. Payment for Sick Leave. Payments for sick leave time shall be made on an hourly basis up to a maximum of four (4) hours per day, ~~or six (6) hours per day,~~ or eight (8) hours per day based upon the full time equivalency (FTE) allocation as set forth in Article 2, Section 1 of this Agreement, and regularly scheduled work hours as determined by the District-(morning and afternoon route).

E. Use of Sick Leave During Summer School. Bargaining Unit employees who have accumulated sick leave may use one (1) day of their accumulated sick leave during each Summer school session worked.

Section 3. Definitions. The following definitions are applicable to this Article:

A. “Immediate Family” – the term “immediate family” shall mean the employee’s husband, wife, son, daughter, father, mother, stepchild, or any other person for whom the employee is legally responsible.

B. “Serious Health Condition” – the term “serious health condition” shall mean the same as under the Family Medical Leave Act (“FMLA”).

Section 4. Sick Leave Time and the Public School Retirement System. When an eligible Unit employee is absent from active duty with the District and uses his/her accrued sick leave time to cover the hours missed from his/her work assignment pursuant to this Article, the District shall continue to make its required contributions to the Public School Retirement System (“PSRS”) on behalf of the employee. The sick leave plan set forth in this Article constitutes the only “sick leave provisions” applicable to any Unit employee for purposes of the Missouri Statutes governing the PSRS.

Section 5. Payment for Accrued Sick Leave Time upon Retirement or Resignation. Any eligible Unit employee who has accumulated more than eighty (80) days of sick leave, upon retirement or voluntary resignation, shall be paid thirty dollars (\$30.00) for each day in excess of eighty (80).

Section 6. Willful Violation or Misuse. Any Unit employee who willfully violates or misuses the sick leave plan set forth in this Article, or who misrepresents any statement or condition in order to receive benefits allowed by this Article, may be disciplined up to and including termination from employment.

ARTICLE 21 – WAGES/BENEFITS

Section 1. Full Time Equivalency Allocation. Regular part-time Bargaining Unit employees whose full time equivalency (FTE) is between 0.4 and 1.0 shall be entitled to leave and benefit allocations on a pro rata basis as provided in Board of Education policy GCBDA. Any provisions of this Agreement to the contrary shall be amended to correspond with the provisions of this section.

Section 2. Salary Schedule.

- A. Effective July 1, 2021, all eligible Bargaining Unit employees will receive a one (1) Step Increase.
- B. Effective July 1, 2021 all eligible Bargaining Unit employees will receive a three (3%) percent cost of living increase to employees' base pay.
- C. Bargaining Unit employees who are hired before June 1 of any contract year shall be eligible for any negotiated salary step increase that takes effect on July 1, the first day of the next contract year

Section 3. Guarantee. Unit employees shall be paid for all time spent on the clock, with a minimum guarantee of two (2) hours for each morning, noon or afternoon route they perform. When employees are asked to fill out pay exceptions in order to be paid for all time spent on the clock, they shall be provided a duplicate copy of such exception if requested, and shall be paid for all reasonable time spent filling out such paperwork as part of the pay exception. The District shall not change employee time punches without the employee's approval. Noon routes will not be paid until such route actually starts, whether at the beginning of the school year or after school starts. Employees who have morning, noon, and afternoon routes will be paid the resulting six (6) hour guarantee for all "dry run" days or other similar training days in the bus and for Fridays or other days when noon routes don't run, except for special circumstances when noon routes are identified on bid day to be less than a full schedule. The portion of the guarantee that is related to the noon route will cease on the date the noon route is discontinued for an extended period, or on the date the noon route is removed to mitigate the payment of overtime. If a noon route is removed to mitigate the payment of overtime, the six (6) hour payment for holidays and sick leave shall stay in effect.

Section 4. Extended/Overnight Trips. Driver employees who perform an extended or overnight trip shall be paid for all hours when they are on duty during the trip. Drivers will be off duty for no more than ten (10) consecutive hours in any twenty-four-hour period. Overnight lodging expenses shall be paid by the District consistent with District procedures.

Section 5. Health Insurance. All non-probationary Unit employees will be eligible to participate in the District's Employee Health Care Program to the same extent as other District support staff employees. The Union 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 6. Retirement. The District will make contributions to the appropriate State of Missouri retirement fund for eligible Unit employees.

Section 7. Meal Reimbursement. A unit employee will be eligible for meal reimbursement pursuant to the district's annual per diem reimbursement rates as identified by the United States General Services Administration. For calendar year 2021, the per diem reimbursement rates are thirteen dollars (\$13) for breakfast, fourteen dollars (\$14) for lunch and twenty-three dollars (\$23) for dinner, if all of the following conditions are met:

- A. The unit employee is transporting a group on a trip where the destination is outside the boundaries of the District; and,
- B. The unit employee must either:
 - (1) Eat the meal at the same time as the students/group sponsors, at the same establishment which was chosen by the students/group sponsors or at an immediately adjacent establishment; or,
 - (2) Eat the meal at a location within a reasonable distance from the location of the event to which the students have been transported, when the students he/she is transporting are attending the event, leaving the employee without students during a meal time; and,
- C. An acceptable receipt is presented to the District for approval.

Section 8. Show-up Time. An employee who has reported to work will be paid one (1) hour if their trip is cancelled within one (1) hour prior to its scheduled departure. An employee will be paid two (2) hours, or all hours worked whichever is greater, if they have departed the bus lot and began a trip that is subsequently cancelled. This section only applies to those assigned trips not connected to any existing AM/PM or noon route.

ARTICLE 22 – SAVINGS CLAUSE

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 Union.

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.

ARTICLE 23 – COMPLETE AGREEMENT

Section 1. Board of Education Policies. The Union 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 Union, so long as such policy does not conflict with any provisions of this Agreement.

ARTICLE 24 – TERM OF AGREEMENT/NEGOTIATIONS

Section 1. Term of Agreement. The Term of this Agreement shall be from the 1st day of July 2019 through the 30th day of June 2021 ("Term").

Section 2. Non-Economic Provisions of the Agreement. The Non-Economic Provisions of the Agreement shall be in force and effect during the Term. The term "Non-Economic Provisions of the Agreement" shall include all Articles of this Agreement, except wages and economic benefits (such as holidays, sick leave, leaves of absence, benefit plans, etc.).

Section 3. Economic Provisions of the Agreement. The Economic Provisions of the Agreement shall be in force and effect during the Term of the Agreement (July 1, 2021 through June 30, 2022).

Section 4. Negotiations. The parties agree that any negotiations pursuant to this Agreement shall normally begin no earlier than February 1 and shall conclude no later than June 1 of the same year.

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

ON BEHALF OF THE DISTRICT

Dated: _____, 2020

ON BEHALF OF THE UNION

Dated: _____, 2020

Please note: The salary rates identified in this Exhibit shall be pursuant to the provisions specified in Articles-21 and 24 of this agreement.

Exhibit #1

Transportation Salary Schedule

Non-Exempt - Per Hour Rates

STEPS	D101	D100	D110	D121	D120	D130
1	15.00	15.00	15.65	20.00	20.00	20.65
2	15.00	15.20	15.85	20.00	20.20	20.85
3	15.00	15.45	16.10	20.00	20.45	21.10
4	15.00	15.75	16.40	20.00	20.75	21.40
5	15.00	16.10	16.75	20.00	21.10	21.75
6	15.00	16.50	17.15	20.00	21.50	22.15
7	15.00	16.95	17.60	20.00	22.00	22.65
8	15.00	17.45	18.10	20.00	22.50	23.15
9	15.00	17.95	18.60	20.00	23.00	23.65
10	15.00	18.45	19.10	20.00	23.50	24.15

Pay Grade	Position
D101	Bus Aide - Unused
D100	Bus Aide
D110	Bus Aide - Wheelchair Accessible
D121	Bus Driver - Unused
D120	Bus Driver
D130	Bus Driver - Wheelchair Accessible

Step Placement is based on years of experience at SPS

*Benefit eligible Bus Drivers and Bus Aides will have the option to waive health insurance coverage with SPS and receive a \$3.00 per hour compensation differential, if proof of ACA approved health coverage is provided to the district by December 31, 2021.

Regular A.M. and P.M. routes will be paid a minimum of 4 hours.

Special Driving Assignments (i.e., athletic, music, field activity, etc.) during school day, within district, will be paid a minimum of 2 hours.

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