

School Nurses Final Agreement Draft
05/11/11

AGREEMENT
Professional School Nurses Group
(School Year 2011-12 through School Year 2012-13)

Between

The School District of Springfield, R-12

and

Springfield National Education Association

Agreement

The School District of Springfield, R-12 ("District") and the Springfield National Education Association ("SNEA") enter into this Agreement on this 1 day of July, 2011.

ARTICLE 1 – PREAMBLE

Section 1. The District and the SNEA declare their mutual goal to insure that students achieve academically and socially by providing a safe healthy environment where academic excellence and where health and wellness promotion can occur.

Section 2. It is the purpose of this Agreement to promote mutual cooperation and understanding between the SNEA and the District.

Section 3. The primary responsibility of the District is to educate the children in the District; that pursuant to Revised Statutes of Missouri, the District is under the general control and management of the Board of Education, who possess the authority to adopt necessary policies for the purpose of carrying out its responsibilities as it deems necessary, within the limitations set forth by the Legislature of this State and consistent with the terms of this Agreement.

ARTICLE 2 – RECOGNITION

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

“All full-time and regular part-time school nurses employed by the School District of Springfield, R-12; but excluding, all administrators, managerial employees, Coordinator of Health Services, Transportation Nurses, Clerical employees, Guards, Watchmen, Supervisors and all other District employees.”

Whenever the term Professional School Nurses (“PSN”) is used in this Agreement it shall mean the group of employees described in this Section. The unit shall not include nurses who are primarily assigned to classroom duties.

Section 2. Negotiations. As a part of the negotiation process, SNEA may present proposals to the District relative to salaries and other conditions of employment for the PSN employees described in Section 1 of this Article. The District negotiate with the SNEA, and upon completion of such negotiations, the results shall be reduced to writing and be presented to the

District's Board of Education ("Board") and the PSN employees group, for their ratification or rejection.

Section 3. Board Statutory Authority. Agreements reached through the negotiations process which are ratified by the parties shall become a Agreement which 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. Nothing in this Agreement shall limit, or be construed to limit, the rights, powers, prerogatives and authority, derived from the Statutes of the State of Missouri or from other sources, which the District and its Board had prior to its adoption of this Agreement. Such rights, powers, prerogatives and authority are retained by the District and its Board and remain solely and exclusively within the rights of the District, and the exercise of such rights is not subject to the grievance or other dispute resolution procedures recognized by this Agreement. Included in such rights, but not in limitation thereof, are the following rights:

- A. To determine the District's mission, objectives, policies and budget;
- B. To determine and set all standards of service offered to the public;
- C. To maintain executive management and administrative control of the District and its properties and facilities and the activities of its employees as related to the conduct of District affairs;
- D. To delegate authority to the Administration, as necessary, for the development and organization of the means and methods of instruction and the performance of professional duties according to current Board policy or as the same may from time-to-time be amended;
- E. To introduce new or improved methods, equipment and facilities;
- F. To establish, modify or eliminate programs, curriculums and/or courses of instruction, including special programs and athletic, recreational and social events for students;

- G. To determine whether to provide or purchase goods and services;
- H. To determine the number of employees it shall employ in any classification, certification, school, building, department or operating unit at any time, all as deemed necessary or advisable by the Board;
- I. To hire all employees and to determine their qualifications;
- J. To determine employee conditions for employment or continued employment and subject to the provisions of existing law and the terms of this Agreement;
- K. To discipline, dismiss, demote, evaluate, promote, transfer or lay off any employee, subject to the terms of this Agreement;
- L. To determine the academic calendar; and,
- M. To determine the duties, responsibilities and assignments of those individuals in the Bargaining Unit.

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

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

ARTICLE 4 – PSN GROUP RIGHTS

Section 1. Membership. All PSN employees have the right to join the SNEA. No present or future PSN employee shall be required to become a member of the SNEA. Non-members of the SNEA shall not be required to tender fees or dues to the SNEA.

Section 2. PSN Business. All PSN business, including but not limited to, the investigation of grievances, attendance at meetings, negotiations, preparation for any dispute resolution proceeding allowed by this Agreement, or attendance at organizational meetings, shall be solely conducted outside of the working time of any employee involved in such business except with the express, prior approval of the Director of Human Resources.

Section 3. Use of Buildings. The PSN Group shall have the same right to use District buildings in the same manner as any other employee group in the District subject to the reasonable regulations and/or policies of the Board governing use of such buildings.

Section 4. Bulletin Board. The PSN Group shall be granted space within each District building, where PSN employees are regularly assigned to work, for the placement of one (1) bulletin board, to be purchased and installed at the PSN Group's expense. The PSN Group may use an existing bulletin board provided it is agreeable to the District and the PSN Group. Any new bulletin board shall not be more than twenty-four (24) inches high or thirty-six (36) inches wide in size. All PSN Group notices or other materials shall only be posted on this bulletin board and at no other location in each building.

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

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

Section 7. Use of District Email System. The Association through its President or the PSN Group spokesperson, may use the District email system to notify PSN Group members of PSN Group meetings. The parties may elect to jointly communicate with PSN Group members concerning the status of negotiations.

Section 8. Dues Deduction. The District will deduct all PSN Group dues and PAC contributions from the pay of each PSN employee who provides the District with a written authorization for such deductions. The PSN Group shall be responsible for providing the authorizations to the District. Dues shall be deducted on a monthly basis and remitted to the PSN Group by the fifteenth (15th) day of the following month.

ARTICLE 5 – PRODUCTIVITY AND EFFICIENCY

Section 1. Technological Progress. The wages and other benefits herein established for the Workforce employees, and the welfare of the District and those employees in the future, depend to a great extent on technological progress, better and more efficient methods, processes and equipment, and a cooperative spirit on the part of the District and its employees.

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, disability, or military status.

Section 2. No Discrimination – Students, Parents or Others. PSN 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 – GENERAL WORKING CONDITIONS

Section 1. Work Schedules. Daily and weekly work schedules shall be made by the District. Such schedules may be changed by the District to meet the varying conditions and needs of the District, including the educational needs of the District's students.

Section 2. Minimum Work Day. The minimum work day for PSN employees shall be as follows:

A. Exempt PSN Employees – The minimum work day for exempt PSN employees shall begin a minimum of thirty (30) minutes before the normal instructional day begins for students at the PSN employee's assigned work site and shall end no sooner than thirty (30) minutes after the students in the building are normally dismissed on a regular school day.

B. Non-Exempt PSN Employees – The minimum work day for non-exempt PSN employees shall be eight and one-half (8½) hours, which includes a thirty (30) minute unpaid lunch period. The beginning and end of the work day shall be set by the District consistent with the needs of the building to which the employee is assigned.

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

Section 4. Reporting Child Abuse Or Neglect. All PSN employees who know or have reasonable cause to suspect that a child has been subjected to abuse or neglect, shall immediately report the suspected abuse or neglect to the child's Building Principal. In the event the Principal is not immediately available, the employee shall make the report directly to the Children's Division of the Missouri Department of Social Services hotline, pursuant to State law.

Section 5. Lunch Breaks. PSN employees shall have an unpaid thirty (30) minute duty free lunch each work day scheduled by the District consistent with the needs of the building to which the employee is assigned. If an employee is required to return to work and misses all or part of the thirty (30) minutes lunch period, the remainder of the lunch period will count as time worked.

Section 6. Mileage Reimbursement. Any PSN employee who travels from one school site or meeting location to another will be provided sufficient travel time between sites. PSN employees who use their own vehicle shall be reimbursed at the IRS rate for the miles driven consistent with the District's mileage reimbursement practice.

Section 7. Evaluation and Personnel Records. The Coordinator of Health Services will evaluate PSN employees annually the first two (2) years of their employment, and every other year thereafter, unless the employee transfers to a new building. All PSN employees will be evaluated the first year in a new building assignment, and then every other year thereafter. The Coordinator of Health Services will have input from the school site principal for the evaluation. PSN employees may be evaluated at other times as deemed necessary by the coordinator of Health Services.

Section 8. Summer School. No PSN employee will be required to work summer school. PSN employees may indicate their interest to work a summer school assignment by submitting an application through the process established by the Human Resources Department.

ARTICLE 8 – EMPLOYEE DRUG/ALCOHOL TESTING

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

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

- A. Driver – an Employee who operates a commercial motor vehicle (CMV) or is required by the District to hold a commercial drivers 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. Supervising the loading or unloading of school children or student equipment onto a school bus shall not be a “safety-sensitive function”.

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 -- A PSN employee.

F. 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.

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

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

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

field sobriety testing and/or EBTD indicates alcohol intoxication, the employee will be transported to a testing facility for further testing.

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

- A. No Employee shall report for work or perform work while having an Alcohol concentration greater than 0.02.
- B. No Employee shall possess Alcohol or Drugs while at work.
- C. No Employee shall use Alcohol or Drugs while at work.
- D. No Employee shall report for work or perform work within four (4) hours after using Alcohol.
- E. No Employee required to take a post-accident test shall use Alcohol for eight (8) hours following the accident or until he/she undergoes a post accident alcohol test (whichever comes first).
- F. No Employee shall report for work or perform work when the Employee uses any Drug, except when the use is pursuant to the instructions of a physician who has advised the Employee that the substance does not adversely affect the Employee's ability to safely perform the function and the Employee has informed their immediate supervisor of the use of such Drug(s) prior to performing work for the District.
- G. No Employee shall report for work or perform work if the Employee tests positive for Drugs or Alcohol.

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

- A. Was 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.

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

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

Section 8. Reasonable Suspicion Tests. This Section shall apply to all Employees. 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 Employee's work assignment when the Employee must comply with Alcohol prohibitions. An Alcohol test may not be conducted by the person who determines that reasonable suspicion exists to conduct such a test. If an Alcohol test is not administered within two (2) hours of a determination of reasonable suspicion, the District shall prepare and maintain a record explaining why this was not done. Attempts to conduct Alcohol tests shall terminate after eight (8) hours, and the District will state in the record the reasons for not administering the test.

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

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

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

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

Section 11. Effect of Positive Test. An Employee who tests positive for Alcohol or Drugs shall be deemed to have willfully violated the Alcohol and Drug prohibitions of this Agreement and shall be subject to termination from employment or discipline, as determined by the District. An Employee who is not terminated from employment shall be placed on a second chance agreement, designed by the District, which shall include random alcohol and drug testing.

The random Alcohol and Drug testing shall be conducted throughout the term of the second chance agreement. Such testing shall be conducted just before, during or just after the performance of work functions.

Section 12. Employee Records.

A. All employee testing records are confidential and the District will ensure that all testing records are maintained in a secure location with controlled access. Test results and other confidential information may be released by the laboratory, the breath alcohol technician or the MRO only to designated District officials and/or the substance abuse professional. Any other release of confidential information is only pursuant to federal regulations or with the employee's written consent.

B. Employees are entitled, upon written request, to obtain copies of any records pertaining to the employee's use of alcohol or controlled substances, including records of tests and test results.

C. The SNEA 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 SNEA.

ARTICLE 9 – NO STRIKES

Section 1. No Strikes. Since adequate provisions have been made in this Agreement for settlement of all disputes that may arise between the PSN employees and the District, and understanding that Section 105.530 Revised Statutes of Missouri makes it unlawful for public employees to engage in a strike, there shall be no strikes, work stoppages, sympathy strikes, or slowdowns, on the part of the PSN employees.

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

ARTICLE 10 – EMPLOYEE COOPERATION IN INVESTIGATIONS

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

ARTICLE 11 – WORK BY NON-PSN UNIT PERSONS

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

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

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

ARTICLE 12 – WORKERS’ COMPENSATION CLAIMS

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

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

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

Section 4. Three Day Waiting Period. A PSN 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 within fourteen (14) days.

ARTICLE 13 – GRIEVANCE PROCEDURE

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

A. “Grievance” is a claim by a PSN 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 PSN 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 SNEA or the Grievant to take action within any time limit specified in this Article shall cause the grievance to automatically be waived, forfeited and dropped, and the grievance shall thereafter not be subject to the grievance procedures set forth in this Article. The time limits specified may, however, be extended by mutual agreement in writing. If any time limit specified in this Article extends into Spring Break, Winter Break or Summer Break, when the grievant is not assigned to work, any applicable time limitation in this Article shall be automatically extended by ten (10) business days. Failure of the District or its representatives to take action within the time limits specified shall result in the matter being automatically passed to the next step of the grievance procedure.
- C. All documents, communications, and records specifically dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- D. Time spent by employees, whether Grievant or Representative, in the processing of grievances shall be, to the degree possible, at times when such employees are free from assigned duties.
- E. All meetings and/or hearings under this procedure shall be conducted in private and should normally include only the witnesses and parties referred to herein.
- 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 SNEA 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 SNEA, any employee, or participant/ witness against any Grievant or other participant in the grievance procedure.
- H. If the Grievant or the SNEA at any time during the proceedings set forth herein, files for relief and/or a remedy through any other legitimate forum including the courts,

local, state or federal agency, for redress of the same or substantially similar questions of fact, the grievance procedures may be suspended by the District, pending resolution of such issues by the chosen forum.

I. The Grievant may be accompanied, if desired, by an SNEA representative (President or Uniserve Director). 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/Area Director or Coordinator

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

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

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

(b) Within five (5) business days after the Coordinator of the area receives the written grievance, a meeting shall be held with the Grievant and the Coordinator 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. A SNEA Representative may accompany the Grievant to the meeting upon the request of the Grievant.

(c) The Coordinator shall render a decision and communicate it in writing to the Grievant and/or the SNEA, 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 Coordinator if no decision was rendered.

(2) Meeting with the Superintendent/Director of Human Resources -- Within five (5) business days after the grievance is filed with the Director, a meeting shall be held with the Grievant 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, SNEA and Coordinator.

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 to the Board of Education.

(2) The Board shall consider and decide the Grievant's appeal in closed session which shall occur no later than the second scheduled meeting or thirty (30) days, whichever is longer, after receipt of the Grievant's appeal, unless otherwise agreed-to by the Grievant and District. The Board shall receive and review the

grievance, previous decisions and responses and may accept, reject or modify any previous determination made on the Grievance.

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

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

ARTICLE 14 – SENIORITY

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

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

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

to the District and shall be made by the District in its sole discretion based upon its best judgment.

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

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

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

Section 6. When Seniority Governs. Seniority, as defined in this Article, shall govern in situations involving layoffs and recalls, as set forth in Article 15 of this Agreement

ARTICLE 15 – 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 determine the number of PSN employees to be laid off and will ask for volunteers for layoff.
- B. Should any employee volunteer for layoff, the District shall, in its discretion, approve or disapprove the request for voluntary layoff.
- C. After any voluntary layoffs, the District will lay off all probationary employees before non-probationary employees are laid off.
- D. If further layoffs are necessary in the designated classifications, other employees will be laid off using seniority, as defined in Article 14 of this Agreement.

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

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

- A. The District will designate the number of employees to be recalled.
- B. The District will offer the open position(s) to PSN employees who are laid off using seniority, as defined in Article 14 of this Agreement.
- C. The District's offer to the employee shall be communicated by a telephone call to the last telephone number listed for the employee in the District's personnel records which shall be confirmed by a letter provided to the employee by hand delivery or sent by regular United States Mail to the last address listed for the employee in the District's personnel records. A copy of the letter shall be sent to the SNEA and shall constitute notification to the employee.
- D. The District may use non-bargaining unit persons to temporarily perform the work of employees who have been recalled to work, but who have not reported for duty, provided the District has notified the employee as described in Section 3(C) above.

ARTICLE 16 – TRANSFERS

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

Section 2. Assignment To Open Positions. When a PSN work location opening occurs, the District will consider the PSN employees who have expressed an interest to be assigned to that worksite.

ARTICLE 17 – SICK LEAVE

Section 1. Eligibility/Accumulation Of Sick Leave Time. A PSN employee whose regularly assigned work schedule is .5 of a full time equivalency ("FTE") or more shall be eligible to receive sick leave benefits. An eligible PSN employee who has a 1.0 FTE will accumulate 4 sick days on July 1 of each school year and will accumulate 1 sick leave day each month for nine months. A PSN employee who has less than a 1.0 FTE, but who has a .5 FTE or more will accrue sick leave on a pro-rata basis. An eligible nine month PSN employee may not accumulate more than 190 sick leave days.

Section 2. Use Of Accrued Sick Leave Time. Sick leave time accrued by an eligible PSN 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 PSN 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 PSN 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 PSN 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 FMLA.

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, 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.

B. "Serious Health Condition" – the term "serious health condition" shall be defined the same as under the Family Medical Leave Act ("FMLA").

Section 4. Sick Leave Time And The Public School Retirement System. When an eligible PSN 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 appropriate State of Missouri Public School Retirement System on behalf of the employee. The sick leave plan set forth in this Article constitutes the only "sick leave provisions" applicable to any PSN employee for purposes of the Missouri Statutes governing the PSRS.

Section 5. Payment for Accrued Sick Leave Time Upon Retirement Or Resignation. Any eligible PSN employee who has accumulated more than one hundred (100) days of sick leave, upon retirement or voluntary resignation, shall be paid twenty dollars (\$20.00) for each day in excess of one hundred (100).

Section 6. Willful Violation or Misuse. Any PSN 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 discipline up to and including termination from employment.

ARTICLE 18 – 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 and without further negotiation with the Union during the term of this Memorandum of Understanding shall be applicable to the employees covered by this

Memorandum of Understanding. Board Policy GBBDD shall be consistent with Federal and State Law.

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 and without further negotiation with the Union, shall be applicable to the employees covered by this Memorandum of Understanding. Board Policy GBBDE shall be consistent with Federal and State Law.

Section 3. Jury/Witness Duty. A PSN 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 approved, no deduction shall be made from the employee's salary or accrued leave time. 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 PSN 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. 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.

ARTICLE 19 – WAGES/BENEFITS

Section 1. Salary Schedule. The Salary Schedule attached as "Exhibit 1" shall apply to the PSN employees during School Year 2011-2012. The Salary Schedule shall include a one percent (1%) across-the-board salary increase for School Year 2011-12.

Section 2. Health Insurance. All PSN employees will be eligible to participate in the District's Employee Health Care Program to the same extent as other District employees. The

Association agrees that in the event reasonable and good faith negotiations between the parties fail to result in an agreement concerning the nature and extent of the District's Employee Health Insurance Plan which will be applicable to the PSN 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 3. Retirement. The District will make contributions to the appropriate State of Missouri retirement fund for eligible PSN employees.

Section 4. Step Increase. Effective July 1, 2011, eligible PSN employees will receive one (1) step increase on the District's Salary Schedule. It is understood between the parties that in order to be eligible for this step increase, the employee must have been hired and actually have worked more than one-half of the scheduled days during School Year 2010-11.

Section 5. LPN School Nurse Stipend. A full-time PSN Group employee who is an LPN and serves as a school nurse who is responsible for an entire school (as opposed to a classroom nurse), shall receive a yearly stipend of two thousand dollars (\$2,000.00). The stipend shall be reduced, *pro rata*, if the employee's assignment is less than full time.

Section 6. National Board Certification. During School Year 2011-12, a PSN Group employee who achieves National Board Certification as issued by the National Board for Certification of School Nurses shall receive an additional stipend of one thousand five hundred dollars (\$1,500.00).

ARTICLE 20 – SAVINGS CLAUSE/COMPLETE AGREEMENT

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


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.

Section 3. Board of Education Policies. The PSN Group 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 PSN so long as such policy does not conflict with any provisions of this Agreement.

occur, unless the parties otherwise agree. The term "Economic Provisions" shall include wages and economic benefits (such as holidays, sick leave, leaves of absence, benefit plans, etc.) for the PSN Group. These negotiations may be solely between the PSN Group and the District or may include the representatives of other certified/recognized District employee groups, as agreed by the parties.


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

For the Springfield National Education Association



Dated: 6/14/, 2011

For the School District of Springfield, R-12



Dated: 5/24/11, 2011

NURSING

STEP	LPN	RN	BSN	MSN
	(hourly)			
1	13.23	28,591	30,091	30,841
2	14.07	28,795	30,295	31,045
3	14.94	29,796	31,296	32,046
4	15.81	30,825	32,325	33,075
5	16.65	31,554	33,054	33,804
6	17.61	32,645	34,145	34,895
7	18.61	34,567	36,067	36,817
8	18.96	37,759	39,259	40,009
9	19.29	38,973	40,473	41,223
10	19.65	40,187	41,687	42,437

In addition to scheduled rate, \$1500 shall be added for Nurses who hold a Certificate of Public Health or Nationally Certified School Nurses.

In addition to scheduled rate, \$2000 shall be added for LPNs who serve as the sole building nurse with responsibility for that building's student population.

Placement on salary schedule will be determined by full-time experience within the preceding 10 years.

Substitute Nurses - \$111.48 per day

Substitutes in the same Interpreter/LPN/Nurse position for more than ten consecutive days will be paid, beginning on the eleventh (11th) day, at the daily rate of step one (1) of the appropriate level of the nurse's salary schedule.