

AGREEMENT
Maintenance, Custodial and Supply Center Employees
(School Year 2011-12 through School Year 2013-14)

Between

The School District of Springfield, R-12

and

Springfield Education Support Personnel (SESP)
May 3, 2011

ARTICLE 1 – PURPOSE

Section 1. It is the purpose of this Agreement to promote mutual cooperation and understanding between the SESP, the District and its employees, and provide for the operation of the District, in such a manner as to further to the fullest extent the establishment and maintenance of production and efficiency, good working conditions, good relationships, peaceful adjustments of all disputes, and the economic well-being of the District and the employees. It is for the attainment of these objectives that the parties have agreed to this Agreement on matters relative to salaries and other conditions of employment.

Section 2. The primary responsibility of the District is to educate the children in the District; that pursuant to Revised Statutes of Missouri, the District is under the general control and management of the Board of Education, who possess the authority to adopt necessary policies for the purpose of carrying out its responsibilities as it deems necessary, within the limitations set forth by the Legislature of this State and with the terms of this Agreement.

ARTICLE 2 – RECOGNITION

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

“All Springfield School District full-time (more than 20 hours) regular maintenance, custodial and Service and Supply Center employees specifically including the Book Room Clerks and the Head Custodians; but excluding supervisors, directors, clerical employees, coordinators, analysts, non-regular employees, food service employees.”

Whenever the term “Workforce” 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 SESP will present proposals to the District relative to salaries and other conditions of employment for the Workforce. The District shall negotiate with the SESP concerning the proposals, and upon completion of such discussions, the results shall be reduced to writing and be presented to the District’s Board of Education, for disposition pursuant to Revised Statutes of Missouri.

Section 3. Board of Education Statutory Authority. While agreements reached through the negotiations process may be adopted by the District’s Board of Education (“Board”) as an Agreement with the SESP, and once ratified, constitute a binding agreement that may not be unilaterally changed. Nothing in this Agreement shall have an effect on existing or future Board Policies over which the Board shall retain the total and final responsibility and authority for the

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

ARTICLE 3 – DISTRICT RIGHTS AND AUTHORITY

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

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

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

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

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

ARTICLE 4 – ASSOCIATION RIGHTS

Section 1. Membership. No present or future member of the Workforce shall be required to become a member of the SESP, the National Education Association (NEA), or the Missouri National Education Association (“MNEA”). Neither shall any present or future Workforce employee be required, for any reason, to tender fees, dues or assessments of any kind to the SESP, NEA, or the MNEA. Employees may become a member of the SESP, NEA, or MNEA if they choose.

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

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

Section 4. Meeting Minutes. The SESP President, or Representative, shall receive one (1) copy of the Agenda for all regular and special meetings of the District's Board. The official

minutes of all open Board meetings shall be made available to the SESP. The District shall make all the above specified documents available to the SESP when such are made available to other District employee support groups.

Section 5. School District Meetings. The SESP shall be given the opportunity to have one (1) representative attend any open Board meeting that pertains to the SESP. In the event such meeting is scheduled during the scheduled working hours of the SESP Representative, such absence shall be without cost to the District, except that the District may, in its discretion, allow the SESP Representative to make up the missed working time within the same work week. In no event shall time spent by the SESP Representative pursuant to this Section be considered to be hours worked for purposes of computation of overtime compensation.

Section 6. SESP Business. All SESP business, including but not limited to, the investigation of grievances, attendance at meetings (unless specifically allowed in this Article), preparation for any dispute resolution proceeding allowed by this Agreement, or attendance at organizational meetings, shall be conducted outside of the working time of any employee involved in such business except with the express, written approval of the Director of Human Resources. The SESP President may meet with the District concerning grievances or work related issues for reasonable times during the work day with the approval of the Director of Human Resources.

Section 7. Use of District Mailboxes. The SESP shall have the right to use school mailboxes and the intra-district mail service for the distribution of materials to employees covered by this Agreement. A copy of any material to be disseminated shall be given to the Director of Human Resources prior to the proposed dissemination to the employees covered by this Agreement for review. The SESP shall be responsible for providing an adequate number of copies of any such material to be distributed.

Section 8. Preparation of Agreement. When the parties reach final agreement through the meet, confer and discuss process, the District shall post the Agreement on the District's website. The District and SESP will split the cost of printing one hard copy of the Agreement for each member of the Workforce. It shall be the responsibility of the SESP to deliver copies to the Workforce.

Section 9. General Rights of Employees. Workforce employees shall have the right to join or refrain from joining the SESP, or form and join, or refrain therefrom, other labor organizations, and if certified, present proposals through such organization to the District relative to salaries and other conditions of employment. Neither the District nor the SESP and its members shall, directly or indirectly, by intimidation or coercion, compel or attempt to compel any Workforce employee to join or refrain from joining the SESP or any other labor organization.

Section 10. Right to Committee Meetings. When an open District Committee meeting is conducted, that pertains to the SESP, in the discretion of the District, the SESP will be notified and given time off work, if necessary, to participate and have proper representation at such meetings. In the event such meeting is scheduled during the scheduled working hours of the SESP Representative, such absence shall be without cost to the District, except that the District may, at its discretion, allow the SESP Representative to make up the missed working time within the same work week. In no event shall time spent by the SESP Representative pursuant to this Section be considered to be hours worked for purposes of computation of overtime compensation. The District shall retain the right to restrict the number of representatives, but shall always permit at least one (1) SESP representative at such meetings.

Section 11. Matters of Concern. Upon reasonable request of the SESP to the Area Director, the Area Director or designee shall meet with the SESP President, or designee, to discuss concerns of the Association. Such meeting shall occur within two business days, if possible.

ARTICLE 5 – PRODUCTIVITY AND EFFICIENCY

Section 1. Objectives. It is the intent of this Agreement to secure and sustain maximum 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 the highest 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, employees covered by this Agreement will cooperate with the District in an effort to reduce to a minimum all practices resulting in loss of efficiency or costs to the operation which exceed the average operating costs of the operation.

Section 3. 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 or more efficient methods, processes and equipment, and a cooperative spirit on the part of the District and its employees.

ARTICLE 6 – SENIORITY

Section 1. Probationary Period. An employee who is hired into the Workforce shall be considered to be a probationary employees without seniority rights until the employee has completed three (3) months of continuous employment with the District. The District shall have the right to extend an employee's probationary period for an additional one (1) month should the employee be deemed marginal, in the District's opinion. Notification will be given to the employee and the SESP 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 Workforce covered by this Agreement. 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. The District shall provide any employee with the reason for its decision, provided the affected employee makes a written request for such reasons, within ten (10) workdays following the issuance of the District's decision.

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. Discharges;
- 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 five (5) workdays after receipt of notice from the District that the employee is being recalled from layoff;
- E. Layoffs of nine (9) months;
- F. Retirement;

G. Engaging in work for another employer while on authorized leave of absence without prior written approval of the Human Resources Department;

H. Falsifying the reason for any leave of absence.

Section 5. Seniority List. The District will prepare a list of all employees covered by this Agreement by seniority each six (6) months. The seniority list shall contain the employee's name, date of hire, the area in which the employee works (i.e., maintenance, custodial or Service and Supply Center), salary code and step. An updated copy of the seniority list will be provided to the Association Representative each time the seniority list is updated by the District.

Section 6. When Seniority Governs. Seniority, as defined in this Article, shall govern in situations involving layoffs and recalls, as set forth in Article 7 of this Agreement; promotions as set forth in Article 8 of this Agreement; and vacations, as set forth in Article 20 of this Agreement.

Section 7. Uninterrupted Service. All present Workforce employees shall have calculated into creditable service all continuous service to the District.

Section 8. First Considerations. Current Workforce employees will be given first consideration for promotions, as defined in Article 8 of this Agreement, before the District hires from outside the District.

Section 9. Qualification Ticket. It shall be the responsibility of each employee who wishes to transfer or seek a promotion to complete a qualification ticket. This form was jointly developed by the SESP and the District. The qualification ticket and the information on that ticket shall be a sole determiner when considering qualifications for promotion and transfers.

ARTICLE 7 – 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. Anticipated Layoff. In the event that the District anticipates a layoff of at least twenty-five (25) percent of the Workforce employees that will last in excess of thirty (30) days, the District will notify the Association in writing at least twenty (20) calendar days prior to the initiation of said layoff.

Section 3. Layoff Procedure. When the District makes the decision that a reduction in Workforce employees should occur, the layoff shall be made in accordance with the following steps:

- A. The District will designate the specific area (maintenance/supply and/or custodial) which will be reduced and determine the number of employees to be laid off from each area. If the layoff is in the maintenance/supply area, the District may also further identify a specific shop or shops within that area which will be reduced and determine the number of employees to be laid off from each shop. Before making any layoff, the District will ask for volunteers for layoff.
- B. Should any employee volunteer for layoff, the District shall have the right, in its discretion, to approve or disapprove the request for voluntary layoff.
- C. After any voluntary layoffs, the District will lay off all probationary employees and temporary employees in the area (maintenance/ supply or custodial) and/or the shop which is identified pursuant to Section 3(A) above, before non-probationary employees are laid off.
- D. If further layoffs are necessary in the designated area, (maintenance/supply or custodial) and/or shop, the employees in the designated area and/or shop will be laid off by seniority, as that term is defined in Article 6, Seniority, of this Agreement, as determined in the discretion of the District.

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

- A. The District will designate the specific areas which are appropriate, in its discretion, for recall and determine the number of employees to be recalled.
- B. The District will, at its discretion, then offer the open position(s) to employees laid off from the designated area. The District's decision as to the recall of employees shall be made on the basis of the employee's seniority, as defined in Article, Seniority, 6 of this Agreement.
- C. The District's offer to the employee shall be communicated by certified letter, return receipt requested, sent to the last address listed for the employee in the District's personnel records.
- D. No new employee shall be hired by the District to fill the job classification of a laid off employee before seven (7) working days after Notice of Recall, specified in this Section, has been sent by the District to all eligible non-probationary laid off unit employees covered by this Agreement.

Section 5. Layoff Benefits. The District shall pay the full cost of the applicable single employee health insurance premium of any laid off employee covered by this Agreement for the

remainder of the calendar month, a period not to exceed thirty (30) days following the last day worked by the employee prior to layoff. Employees who are recalled to work prior to nine (9) months on layoff shall have their accumulated personal illness days restored to them. Employees who are laid off may elect to be paid for their accumulated vacation days. Employee benefits will not continue to accumulate while an employee is on layoff status.

Section 6. Employees Remaining After Layoff. All Workforce employees remaining after a layoff, as defined by Section 2 of this Article, may face possible reassignment, in the District's discretion, to fill vacancies. In the event an employee is assigned to a position which the employee has not performed prior to that time, the District shall provide such employee with essential training and/or orientation at no cost to the employee. Such remaining employees shall not lose accumulated leave benefits as a result of such reassignment, and evaluations within six (6) months of such reassignment shall take the reassignment into consideration.

ARTICLE 8 – PROMOTIONS

Section 1. The provisions of this Article shall apply to all jobs in the Maintenance Department or in a non-entry level job elsewhere in the Workforce covered by this Agreement.

Section 2. Promotional Preference Notification. Any Workforce employee who desires to be promoted to a position in the Maintenance Department or in a non-entry level job elsewhere in the Workforce, may file a written statement on a form prepared by the Director of Human Resources. Such statement may list the employee's promotional preference and shall be accompanied by a concise statement of the employee's qualifications for each promotional preference. Each employee who files the pre-posting form will then be immediately considered for this job opening when it occurs. Employees who receive a transfer or promotion shall remain in that position for a minimum of twelve (12) months. Exceptions may be made upon mutual agreement between the District and the SESP.

Section 3. Promotional Selections. When a vacancy occurs in the Maintenance Department or in a non-entry level job elsewhere in the Workforce, the District will consider any employee who has filed a promotional preference notification for that position, pursuant to Section 2 of this Article.

ARTICLE 9 – VACANCIES AND TRANSFERS

Section 1. Job Vacancy Selection. When a vacancy occurs in the Maintenance Department or in a non-entry level job elsewhere in the Workforce, the District shall post a notification of such vacancy in a designated location in the Administration Building, the Supply Center, and the Maintenance Center and every work site. Jobs must be posted within four (4) weeks after the vacancy occurs unless the position is eliminated after discussion with the SESP. The SESP will be provided a copy of any such job vacancy posting. Any employee who desires to be considered for the vacancy may provide written notification of such desire, on a form

supplied by the District, filed with the Human Resources Department, within ten (10) work days from the date the notification was posted. Each employee who files the pre-posting form will then be immediately considered for this job opening when it occurs. Employees who receive a transfer or promotion shall remain in that position for a minimum of twelve (12) months. Exceptions may be made upon mutual agreement between the District and the SESP. If a posting, once filled, should create a series of openings that exceed three (3), creating a domino effect, the District shall notify the SESP and by mutual agreement the District may appoint a new hire to that opening.

Section 2. Job Vacancy Selection. When a vacancy occurs in the Maintenance Department or in a non-entry level job elsewhere in the Workforce, the District will consider any Workforce employee who has filed a job transfer preference form for that position. Consistent with Article 6, Sections 2 and 3 of this Agreement, if the qualifications and availability of the applicants are equal, the position will be awarded to the applicant with the longest length of service.

Section 3. In General. The District will make every effort to notify all non-probationary employees of their job assignment at least two (2) weeks prior to the first day of school, if their job, shift or work site assignment changes.

ARTICLE 10 – NONDISCRIMINATION

Section 1. No Discrimination. There will be no discrimination against any employee because of such individual's race, creed, color, religion, national origin, sex, ancestry, age, disability, military status, because the employee joins or refrains from joining the SESP, or because the employee files a grievance pursuant to this Agreement.

Section 2. No Discrimination – Students, Parents or Others. Workforce 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 11 – GENERAL WORKING CONDITIONS

Section 1. Work Schedules. Daily and weekly work schedules shall be made by the District, in its discretion, and such schedules may be changed by the District to meet the varying conditions and needs of the District. During the summer, depending on the needs of the building and principal, employees may have an option of working a weekly schedule consisting of four 10-hour days.

Section 2. 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. Overtime should be

voluntary on the part of the employee. If, however, an emergency exists, the District has the right to require the employee to work. The emergency must include a clear or present danger to the District in the loss of property or provide a clear safety hazard. The District may not adjust work schedules to compel any employee to work Saturdays, Sundays or Holidays, except in emergencies.

Section 3. 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 pay rates are applicable to the same hours worked, only the higher rate shall be paid.

Section 4. Meal Periods. All Workforce employees shall receive a thirty (30) minute unpaid meal period during each workday. Such meal period shall not conflict with the needs of the District, and shall be taken in the building or at the work site where the employee is assigned to work. However, the employee may arrange to have a meal period away from the work site with prior approval of the employee's immediate supervisor, and provided the employee does not overstay the allotted time for the meal period. Should an unexpected event or an emergency arise during the employee's meal period, the employee may take the 30 minutes later in the workday. If the employee is required to return to work and misses all or part of the thirty (30) minute lunch period, the remainder of the unused lunch period will count as time worked.

Section 5. Break Periods. All Workforce employees who are scheduled to work eight (8) hours in any work day, shall receive one (1) fifteen (15) minute break, with pay, for each four (4) hours actually worked during their workday. All Workforce employees who actually work less than four (4) hours in any work day, regardless of their scheduled hours, shall not receive a break. Breaks shall be taken at the employee's work site unless the employee receives prior approval from the employee's immediate supervisor. Break times may be scheduled by the District at its discretion. Any employee who abuses the break privilege shall be subject to discipline by the District.

Section 6. Personal Business. An employee shall not stop enroute to or from assigned work, during working hours (including break time) or utilize District vehicles to transact personal business of any type, unless prior approval has been received from the employee's immediate supervisor.

Section 7. 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 Uniserv Director may view a Bargaining Unit employee's personnel file with the written consent of the employee.

Section 8. Resignations from Employment. Any Workforce employee who intends to resign from his/her position shall deliver to the District written notice of such intention not less than two (2) weeks preceding the employee's last day of active work with the District. If an employee fails to give timely notice, the employee shall forfeit one-tenth (1/10) of all accrued vacation benefits for each day less than the required two (2) weeks notice.

Section 9. Travel Reimbursement. A Workforce employee who is required to use his/her personal vehicle, after the employee has reached his/her first work site, shall be reimbursed for the mileage and travel time between work sites consistent with District policy.

Section 10. Employee Workweek. The workweek for Workforce employees shall begin at twelve o'clock a.m., the beginning of the day on Sunday, and shall end on the following Saturday at midnight, the end of the day.

Section 11. Voting Time. Any Workforce employee who is a registered voter in the State of Missouri shall be entitled to up to three (3) hours off from work, depending upon the employee's scheduled hours in relation to the opening and closing times of the polls, consistent with Missouri statutes. Employees will be paid for all work time missed during the absences described in this section. Time off under this section shall only be granted if the employee notifies the employee's coordinator and, in the case of custodians, their building principal prior to the election day (but in no event longer than three (3) workdays prior to the election); is a registered voter in the State of Missouri, or is otherwise eligible to vote in the election; and the polls are not open at least three (3) consecutive hours when the employee is not working for the District. The District shall have the complete discretion to schedule the hours the employee may take for the purpose of voting under this section.

Section 12. Evaluation Document. The evaluation document agreed to by the District and the SESP shall be used to evaluate Workforce employees. Supervisors may choose to do annual formal evaluations, but shall do an evaluation every two years.

Section 13. Reporting Child Abuse Or Neglect. All Workforce 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 or in the Principal's absence, to the school nurse. 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.

Section 14. Summer Schedule. The SESP will appoint two custodians to meet with two managers in the custodial department and two supply/maintenance employees to meet with two managers in the supply/maintenance department to explore the establishment of a weekly summer schedule consisting of four ten hour days.

Section 15. Backup Supervisor. When a Workforce employee is assigned by the District to perform backup supervisory duties for an absent supervisor, the employee shall receive his/her regular hourly rate of pay for such assignment. In the event such assignment lasts longer than four (4) hours on any workday, the employee will receive an additional hour and one half of pay for the workday, at the employee's regular rate of pay which shall not count as hours worked for the purpose of calculating overtime pursuant to the Fair Labor Standards Act.

Section 16. Night Differential. When a Workforce employee is assigned to the night shift, and works there continuously for more than one work week, the employee shall receive the appropriate night shift differential, retroactive to the beginning of that night shift assignment.

ARTICLE 12 – EMPLOYEE DRUG/ALCOHOL TESTING

Section 1. Drug/Alcohol Testing Generally. This Drug/Alcohol Testing program applies to all Workforce 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.
- 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.
- 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. All Workforce employees shall be covered under this Article.

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 trained 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). The employee will be notified if he/she is required to take a post accident test by the end of their workday.

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 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 work, perform work if the Employee tests positive for Drugs or Alcohol.

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

A. Was driving a Motor Vehicle as a part of his/her work responsibility or 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. Random Testing. This Section shall apply to Drivers who are required to have a Commercial Driver's License ("CDL") by any applicable licensing authority. 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 Workforce 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: (1) before the employee's work day but after the employee has arrived for work; (2) during the employee's workday; or, (3) after the employee's workday but before the employee has left the District's property. 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 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. Effect of Positive Test. An Employee who tests positive for Alcohol or Drugs shall be deemed to have willfully violated the Board Policies and shall be subject to termination from

employment or discipline, as determined by the District. An Employee who is not terminated from employment shall be placed on a second chance agreement, designed by the District, which shall include random alcohol and drug testing. The length of the Second Chance Agreement shall not exceed one year from the date the Employee returns to work.

Section 13. Employee Records.

A. All employee testing records covered by this Article 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 Human Resources 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 SESP 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 SESP.

Section 14. Rehabilitation. Employees who violate the alcohol abuse and drug misuse rules set forth in this Agreement, will be referred to a substance abuse professional for evaluation and will be advised of the available resources for evaluation and treatment. Any treatment or rehabilitation will be provided in accordance with the health insurance, medical or other benefit plan in effect at the time.

ARTICLE 13 – SAFETY

Section 1. Safety Equipment. The District shall provide Workforce employees with appropriate and sufficient safety equipment to meet all known safety hazards existing on the job. The District will share in the cost of protective clothing with Workforce employees, when approved in advance and as outlined below:

A. Safety Shoes – When shoes are purchased from designated sellers, the District agrees to reimburse the employees in the maintenance, warehouse, book room, carpentry, grounds and roofing departments for the cost of one pair of safety shoes, or seventy five dollars (\$75.00), whichever is the lesser amount, every two (2) calendar year when the shoes are worn out. Employees in other departments may request safety shoes, but they must be approved by the supervisor and the Personnel Department in advance. If reimbursed, the District has the right to require the employee to wear the safety shoes on a

daily basis. If the employee leaves the District within the first six months of employment, he/she shall reimburse the District for any expenditure made for safety shoes.

B. Safety Prescription Glasses – the District will reimburse 100% of the cost of safety lenses and frames, up to one hundred fifty dollars (\$150.00) in reimbursement, when the prescription safety glasses are purchased from designated sellers. Plastic safety lenses will be acceptable if they meet applicable OSHA guidelines. The benefit is limited to one pair of prescription safety glasses every two (2) years, with eligibility for such glasses to begin after the employee has completed one (1) year of service.

C. Coveralls – In areas where coveralls have traditionally been used, the District will reimburse up to 100% of the second pair of coveralls per calendar year, up to a maximum of twenty-five dollars (\$25.00).

Section 2. Abnormally Dangerous Conditions. Workforce employees shall not be required to work with equipment or vehicles which are abnormally dangerous and, if used, would cause an extreme threat of loss of life or result in a serious physical injury to the employee or others. Should such a condition exist, the employee must immediately notify the immediate supervisor as provided in this Article. The burden of proving that an abnormally dangerous condition exists rests upon the employee.

Section 3. Other Unsafe Conditions. All other unsafe or potentially hazardous conditions, equipment or vehicles must be reported to the District as provided in this Article. Employees may be required to continue to work with equipment or vehicles which, in the District's discretion, are not abnormally dangerous and which, if used, would not cause an extreme threat of loss of life or serious physical injury to the employee or others.

Section 4. Reporting Procedures. The following reporting procedures must be used by employees who encounter unsafe conditions at work:

A. Abnormally Dangerous Conditions – Any abnormally dangerous conditions, equipment or vehicles which, if used, would cause an extreme threat of loss of life or result in a serious physical injury to the employee or others must be reported by the employee to the immediate supervisor by the fastest means available to the employee at the time.

B. Other Unsafe Conditions – Any other unsafe or hazardous conditions, equipment or vehicle must be reported by the employee in writing to the District by use of a safety reporting form prepared by the District for that purpose employee's supervisor. Within a reasonable time, the District shall respond in writing to the employee to all unsafe working conditions reported through this procedure.

Section 5. Employee Responsibility. All employees shall have the responsibility of abiding by the safety rules and regulations promulgated by the District. Additionally, when the District supplies safety equipment, it shall be used by the employee. Employees may be subject to discipline, in the discretion of the District, for the failure to abide by the safety rules and regulations of the District, or their failure to use safety equipment supplied to them.

Section 6. District Responsibility. It shall be the responsibility of the District to train all employees covered by this Agreement in the use of all safety equipment and supplies provided to the said employees by the District.

Section 7. Hazardous Notification. It is the desire of the District that no employee be placed in danger by an infectious disease or disease agent. To prevent this, the District shall be responsible for establishing guidelines to follow under any and all hazardous conditions. Workforce employees will be notified in writing concerning hazardous conditions by the Superintendent, Chief Financial Officer, Department coordinator and/or Work Site Supervisor.

ARTICLE 14 – NO JOB ACTIONS

Section 1. No Job Actions. Since adequate provisions have been made in this Agreement for settlement of all disputes that may arise between the Workforce 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 or other job action, there shall be no job actions, including but not limited to, a strike, work stoppage, sympathy strike, or slowdown, on the part of the Workforce employees.

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

ARTICLE 15 – EMPLOYEE COOPERATION AND PROTECTION

Section 1. Employee Cooperation and Protection. The District shall have the absolute right to conduct investigations into the conduct of Workforce employees, in its sole discretion. Cooperation with such District investigations, after reasonable request, shall be a condition of employment or continued employment with the District.

Section 2. The discharge or discipline of employees, when necessary, shall not be performed in an unreasonable, arbitrary or capricious manner.

ARTICLE 16 – PRODUCTION WORK BY NON-WORKFORCE PERSONS

Section 1. Use of Non-Workforce Persons. The District may, at its discretion, utilize supervisory and other non-workforce persons to perform work of any nature at any time, even when such work was previously performed by a member of the Workforce.

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 a period of seven and one-half (7½) months in any twelve month period. Such temporary employees shall not be considered a part of the Workforce or otherwise subject to the terms of this Agreement. Temporary employees shall not be utilized to fill a FTE position for more than 90 days.

Section 3. In the event the District, in its discretion, elects to utilize supervisory or other non-Workforce persons to perform such work, which causes a majority of the Workforce employees covered by this Agreement in the Maintenance, Custodial, or Service and Supply Center or Book Room to each lose in excess of seventy-five (75) straight-time hours in any thirty (30) calendar day period, the District shall notify the SESP, and shall discuss its decision with the SESP.

ARTICLE 17 – 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 Workforce 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 Workforce 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 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. Health Insurance. Health insurance (to the extent the District provides a group health plan to the Workforce employees) will be maintained for the employee who is on an authorized leave for a compensable on-the-job injury, for a maximum period of one year.

Section 5. Three Day Waiting Period. A Workforce employee may use accrued sick leave during the first three (3) workdays missed as the result of a compensable Workers' Compensation injury, if the employee returns to work within fourteen (14) days.

ARTICLE 18 – GRIEVANCE PROCEDURE

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

A. “Grievance” is a claim by a Workforce 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 Workforce 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, when mutually agreed to in writing by the Grievant and/or SESP and the District.

B. The number of days indicated at each Level should be considered as a maximum, and every effort should be made to expedite the process. Failure by the SESP 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. The parties will make every effort to process any grievances filed under this Article through all the steps of this procedure within six (6) months from the date the grievance is filed.

D. 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.

E. 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.

F. All meetings and/or hearings under this procedure shall be conducted in private and shall include only the witnesses and parties referred to herein, unless mutually agree by the parties.

G. 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 SESP 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.

H. No reprisal of any kind shall be taken by the Board of Education, the Administration, the SESP, any employee, or participant/ witness against any Grievant or other participant in the grievance procedure.

I. If the Grievant or the SESP 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 similar issues which are identified in the grievance, the grievance procedures may be suspended by the District, at its discretion, pending resolution of such issues by the chosen forum.

J. The Grievant may be accompanied, if desired, by a SESP 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/Area Director

(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 Department Head – 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 Department Head within ten (10) 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 Department Head receives the written grievance, a meeting shall be held with the Grievant and the Department Head 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 SESP representative may accompany the Grievant to the meeting upon the request of the Grievant.

(c) The Department Head shall render a decision and communicate it in writing to the Grievant and/or the SESP, 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 Area Director 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 of Human Resources, 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, SESP and Area Supervisor.

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.

(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 19 – HOLIDAYS

Section 1. Designated Holidays. The following days are designated as holidays: New Year’s Eve Day, New Year’s Day, Martin Luther King Day, President’s Day, Friday of Spring Break, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day.

Section 2. Rate of Holiday Pay. A Workforce employee, when working for the District, shall receive eight (8) hours pay at the employee’s straight-time rate of pay for each holiday which shall not be considered to be time worked for the purposes of computing overtime compensation. In addition to the holiday pay, work actually performed on the above holidays shall be compensated at the rate of time-and-one-half the employee's regular straight-time rate of pay.

Section 3. Eligibility Requirements. Any employee who is absent from work on the regular workday preceding or the regular workday next succeeding a holiday, shall not receive the pay for that holiday, as provided in this Article, unless the day absent has been approved by the supervisor and is the result of death, serious accident or illness of an immediate family member, or Military Duty. Any employee’s absence due to personal illness on the regular workday preceding or the regular workday next succeeding a holiday, may be excused, for

purposes of this Section, at the discretion of the District, provided the employee submits a written medical excuse from a reputable medical doctor which specifies the nature of the incapacity or illness necessitating the employee's absence from work, and is hand signed and dated by the medical doctor.

Section 4. Holidays Falling on Weekend. When any of the above holidays fall on Sunday, the following Monday shall be observed as the holiday. When any of the above holidays fall on Saturday and the schools are not in session the preceding Friday, the holiday shall be observed on Friday.

ARTICLE 20 – VACATIONS

Section 1. Qualifying Date for Eligibility. The qualifying date for vacation benefits will be the employee's employment anniversary date from his most recent date of hire.

Section 2. Vacation Accrual. Vacation days shall be accrued at the following rate:

<u>Mos. Of Continuous Service From Last Date of Hire</u>	<u>Rate of Accrual Per Month</u>	<u>Maximum Annual</u>
1 through 72	5/6 Day	10 Days
73 through 120	1 1/4 Days	15 Days
over 120	1 2/3 Days	20 Days

Section 3. Application of Benefits. Eligible employees may be allowed to use vacation time in smaller than forty (40) hour increments with the approval of the District. Vacation benefits shall be taken within the twelve (12) calendar months following the employee's qualifying date for eligibility and shall not accumulate from year to year. Benefits paid under this Article shall not be considered as time worked for the purpose of computing overtime compensation.

Section 4. General Rules for Taking Vacations. The following rules shall apply to the taking of all accrued vacation benefits:

A. Vacation Time Subject to Needs of the District – Whenever possible, the employee's vacation time preference will be granted by the District. However, the needs of the District may require the District to adjust scheduled vacation or deny individual vacation requests in its discretion.

B. Use of Accrued Vacation Time – Subject to the provisions of this Article, eligible Workforce employees shall be allowed to schedule their vacation as follows:

1. Maintenance and Service Supply Center – All Workforce Maintenance and Service Supply Center employees, who are eligible to take more than eighty (80) hours of vacation each year must schedule and take all vacation hours in excess of eighty (80) hours between September 1 and June 1 of each school year. Such employees may however, in the discretion of the District, be allowed to deviate from such schedule.

2. Custodial – All Workforce Custodial employees, who are eligible to take more than eighty (80) hours of vacation each year, may take any or all of the accrued vacation hours over eighty (80) hours between September 1 and June 1 of each school year, with written approval from their supervisors. Such employees may however, in the discretion of the District, be allowed to deviate from such schedule.

(a) Vacation Sign Up List. The District shall provide forms to each Workforce employee to allow them to state their vacation preferences. The sign up period shall occur between January 1 and March 1 of each year.

(b) Assignment of Vacation Times. On March 15 of each year, the District shall assign vacation times from the vacation sign-up forms on the basis of the employee's length of continuous service in the Workforce since their last date of hire. The District shall take into consideration the stated preferences of the employee insofar as the needs of the District will permit.

(c) Failure to Signify Preference. Employees who fail to signify their preference for desired vacation times by March 15 of each year shall not be allowed to bump any less senior employee from the assigned vacation time. Employees who fail to signify their preferences for all or a part of their accrued vacation time shall be allowed to take their vacation subject to the other provisions of this Article, with the following written notice:

C.	<u>VACATION TIME TO BE TAKEN:</u>	<u>AMOUNT OF NOTICE:</u>
	More Than five (5) days	2 weeks
	One (1) to five (5) days	1 week
	One (1) day	3 days

D. The District retains the discretion to disapprove such request if the request would conflict with any other employee's vacation or would cause inconvenience to the District.

E. Loss of Vacation Time – The District shall not be responsible for payment of vacation benefits if a Workforce employee fails to sign up for all or part of accrued vacation time pursuant to this Article and such benefits were lost because they were not

taken within the twelve (12) calendar months following the employee's qualifying date for eligibility pursuant to Section 3 of this Article. In the event a Workforce employee signs up for all allotted vacation time pursuant to Section 4C of this Article, any vacation time which is rescheduled for the convenience of the District and which is not taken within twelve (12) calendar months following the employee's qualifying date for eligibility shall be paid for by the District.

F. Emergencies – If a member of an employee's family, as defined by Article 21 of this Agreement, suffers a death/serious accident or illness, which conflicts with the taking of a scheduled and approved vacation, such vacation time may be rescheduled at a later date.

Section 5. Extended Vacation Leave. Any Workforce employee may, at the discretion of the District, be granted an unpaid leave of absence in conjunction with the employee's scheduled and approved vacation time, for the purpose of traveling. Such leave shall not extend for a period of more than one (1) calendar month.

ARTICLE 21 – SICK LEAVE

Section 1. Sick Leave. Non-probationary Workforce employees will accumulate a “bank” of sick leave hours from which the employee may draw in accordance with the provisions of this Article.

Section 2. Sick Leave Accumulation. An eligible Workforce employee who has a 1.0 full time equivalency (“FTE”) will accumulate 4 sick days on July 1 of each school year and will accumulate 1 sick leave day each month of active employment during each school year. A Workforce 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. Unused sick leave may be accumulated, from year-to-year, up to a maximum of 2016 hours (two hundred fifty-two [252] days).

Section 3. Use Of Accrued Sick Leave Time. Sick leave time accrued by an eligible Workforce 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 Workforce 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 Workforce 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 Workforce 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 4. 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 5. Willful Violation or Misuse. Any Workforce 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.

Section. 6. Resignation or Dismissal. Any employee who resigns or is discharged from employment with the District forfeits all accumulated sick leave.

Section. 7. Medical Examinations. Any employee who is absent from work is expected to call in and report the absence to designated staff members. The District may, at its discretion, require any employee who is absent from work because of illness or other incapacity, to supply a certificate of such incapacity or inability to work from a physician designated by the District, at the cost of the District. In addition, any employee absent for five or more consecutive work days requiring care by a physician may be required to provide a written statement from the employee's physician stating that the employee is either physically/mentally able or unable to return to duty. After an absence of twenty (20) working days, a physician's statement may be requested, setting forth the nature of the illness and a recommendation for continued absence. A similar physician's statement may be requested on a monthly basis until the employee returns to duty or until all cumulative paid illness days have been used.

Section 8. Sick Leave Time And The Public School Retirement System. When an eligible Workforce 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 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 Workforce employee for purposes of the Missouri Statutes governing the retirement plan.

Section 9. Payment for Accrued Sick Leave Upon Retirement or Resignation. Any 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).

ARTICLE 22 – LEAVES OF ABSENCE

Section 1. Jury/Witness Duty. Workforce employees who serve on juries, or who are subpoenaed to court as a witness when not a party to the litigation, or when the District is a party and the employee is testifying on behalf of the District, shall lose no pay thereby provided the employee provides the District with proof of participation. Fees received shall be paid to the District's Treasurer. Benefits received pursuant to this Section shall not be considered as time worked for the purpose of computing overtime compensation.

Section 2. Death/Serious Accident or Illness in the Employee's Immediate Family. Non-probationary Workforce employees experience a death, serious accident or illness in their immediate family shall be allowed a leave of absence with pay as defined in this Section.

A. Definitions – The following definitions shall apply to this Section:

1. “Immediate Family.” Whenever the term “Immediate Family” is used in this Article, it shall mean the employee’s spouse, child, parents, brother, sister, or children-in-law; the employee’s spouse’s parents, children, brothers or sisters; the employee's grandparents, grandchildren, aunts, uncles, nieces, nephews, step-parents, step-children, step-brothers and step-sisters, or any other person for whom the employee is legally responsible.

2. “Accident or Illness.” Whenever the term “Accident or Illness” is used in this Article, it shall mean an accident or illness which is so severe in nature, and involves circumstances which the employee could not reasonably be expected to disregard at the District’s discretion.

B. Pallbearer – Employees may take up to eight (8) hours to attend a funeral and act as a pallbearer in cases other than immediate family.

C. Use of Leave – Employees who request benefits under this Section may be required to provide proof of the reason for their absence or of the severity of the accident or illness which occasioned their absence.

D. Payment of Benefit – Employees who are scheduled to work and actually miss such work due to a death, serious accident or illness in their immediate family shall be paid their regular straight-time rate of pay for all work hours actually missed. Each hour paid to the employee under this section shall be deducted from the employee’s accumulated sick leave. Should an employee not have accumulated sick leave, the employee shall be given the option of using any accumulated vacation benefits or taking leave without pay. Benefits received pursuant to this Section shall not be considered as time worked for the purpose of computing overtime compensation.

E. Maximum Benefit – Eligible employees may use no more than eighty (80) hours per fiscal year for the benefits provided under this Section, except for family illness.

F. Any time taken for death benefits in the immediate family shall not be counted in the evaluation process. A statement to this effect is included in the explanation of days or instances of absences.

Section 3. Personal Leave. Non-probationary Workforce employees may be allowed to take up to eight (8) hours with pay in any fiscal year to attend to personal business subject to the provisions of this Section:

A. Definition of “Personal Business.” – Whenever the term “Personal Business” is used in this Section, it shall mean business, personal to the employee, of an urgent nature that cannot be conducted outside of assigned working hours, or is of a unique and significant nature and that is not remunerative.

B. Use of Benefit – Personal leave shall only be used for Personal Business during a time when the employee would otherwise be assigned to perform work for the District. Benefits under this Section must be approved by the District at least twenty-four (24) hours in advance of the intended use, unless the employee can demonstrate an emergency condition which precluded such notification. Employees who apply for benefits under this Section may be required to provide proof of the reason for their absence. Benefits paid under this Section shall not be considered as time worked for the purpose of computing overtime compensation.

Section 4. Adoption Leave. Non-probationary Workforce employees may be allowed to take up to thirty (30) consecutive workdays with pay for the purpose of handling the adoption of their child. This benefit shall be paid to only one (1) parent. Application for this benefit must be approved by the District at least two (2) weeks in advance of the first anticipated leave day requested. The employee shall immediately notify the District when they know the first day of

leave will commence. Benefits paid under this Section shall be deducted from the employee's accumulated sick leave and shall not be considered as time worked for the purpose of computing overtime compensation. Should an employee not take accumulated sick leave, the employee shall not be allowed to take an adoption leave, but may take any accrued, but unused, vacation benefits and/or an extended unpaid leave of absence.

Section 5. Extended Unpaid Leaves of Absence. Non-probationary Workforce employees may be granted an extended unpaid leave of absence subject to the provisions of this Section:

A. Definition of "Extended Leave of Absence" – Whenever the term "Extended Leave of Absence" is used in this Section, it shall mean an unpaid leave of absence for a period of up to one (1) year.

B. Requests for an Extended Leave of Absence – All requests for an Extended Leave of Absence must be in writing which must state the reasons and expected duration of such leave, including the employee's anticipated completion date of the leave. All requests for an Extended Leave of Absence must be made and approved by the District in writing at least four (4) weeks in advance of the first day of requested leave.

C. Extension of an Extended Leave of Absence – An Extended Leave of Absence may be extended by the employee for up to one (1) additional year, provided the requirements of this section are met. In no event shall any employee be allowed to take an Extended Leave of Absence for more than two (2) years.

D. Benefits During an Extended Leave of Absence – During an Extended Leave of Absence the employee will not accrue any benefits or seniority under this Agreement and shall be totally responsible for all benefit payments during the approved leave period.

E. Return From an Extended Leave of Absence – An employee's return to work with the District following an Extended Leave of Absence shall always be subject to a vacancy in a position for which the employee is qualified at the District's discretion. If, at the conclusion of the extended leave of absence, there is no appropriate vacancy at the discretion of the District, the leave will be automatically extended until such vacancy does occur. Thereafter, if a vacancy occurs in a position for which the employee is qualified, in the District's discretion, the position shall be offered to the employee. Should the employee reject the offer; fail to respond to the offer within five (5) workdays following its receipt; or fail to notify the District in person within one (1) workday following the expiration of the authorized Extended Leave of Absence of the employee's desire to return to work, the employee shall be considered to have resigned from employment with the District. If the employee returns to work within the two (2) year period specified in this Article, the employee's sick leave and seniority accumulated prior to the start of the leave shall be reinstated.

F. Medical Examinations – The District may, at its discretion, require any employee who is returning from an extended leave of absence, to supply a certificate of the employee’s fitness to return to work from a physician chosen by the employee. The District may, in its discretion, also require such employee to submit to further medical evaluation and, require a certification of the employee’s fitness to return to work from a physician designated by the District, which shall be paid for by the District.

Section 6. Inclement Weather/Emergency Closing.

A. Normal Circumstances – In the event of inclement weather or emergency which causes the school and administrative offices to close, on a scheduled workday, all Workforce employees shall not report to their assigned workplace unless otherwise notified by the District. Employees shall be compensated at the rate of one and one-half times the regular rate for work performed on these days.

B Severe Circumstances – In the event of inclement weather or emergency which is severe, in the District's discretion, the District may elect to call in certain designated employees. Those designated employees who are required to work after the District determines that severe circumstances exist, shall receive a day off with pay, at their regular straight-time rate of pay, at a time designated by the District after consultation with the employee. Pay for such time shall not be considered as time worked for purposes of computing overtime compensation.

C. Notification – The District will develop a method of notification whereby all Workforce employees should receive notification regarding any severe circumstances. Each employee listed shall receive in writing notification of their work requirement during inclement weather.

Section 9. Benefits During a Leave of Absence. Any non-probationary Workforce employee who is on a leave of absence shall have the right to participate in the group health and medical insurance plan consistent with applicable Federal and State law.

Section 10. Association Absences. In the event the Association desires to send a representative to a local, state or national conference or on other business pertaining to the Association, the Association shall make written application, at least ten (10) days in advance of the first expected day of absence, to the Director of Human Resources, who shall have the discretion to grant or deny such request, in whole or in part, and shall retain the discretion to disallow the absence should the needs of the District so require. On July 1 of each year the Association will be allocated four hundred (400) hours to use during the succeeding fiscal year in accordance with and subject to the provisions of this Section. Any hours which remain at the end of each fiscal year shall be forfeited. In addition, the District may, in its sole discretion, allow Association absences in excess of the four hundred (400) hours specified in this section. If additional hours are allowed by the District, the Association shall reimburse the District for all

such time at the applicable substitute rate. Payment to an employee for an absence under this section shall not be considered as time worked for the purpose of computing overtime compensation.

Section 11. Continued Working Relationship. During the term of this Agreement the District and the Association pledge to continue a working relationship that further expedites and enhances the working environment at all sites. To accomplish this task the President of the Association (or designee) shall be released from regularly scheduled assignments to assist the District in training, fact finding, trouble shooting and providing a conduit to resolve problems.

Section 12. 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.

Section 13. 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 SESP during the term of this Agreement shall be applicable to the employees covered by this Agreement.

ARTICLE 23 – FRINGE BENEFITS

Section 1. Group Medical Insurance. All non-probationary Workforce 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 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 Workforce 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 2. Life Insurance. The District shall provide each full-time, non-probationary employee working twenty (20) hours or more with life insurance in the same manner as any other support employee in the District.

Section 3. Payroll Deductions. The District shall provide for deductions from the payroll check of employees covered by this Agreement upon written authorization of the employee, for the following District-approved matters: credit union, United Way, additional life and/or family health insurance, cancer insurance, annuity and Association dues.

Section 4. Paycheck Information. All Workforce employees shall be provided, when they receive their paycheck, an accounting for their accumulated sick leave and all normal deductions from their gross pay.

Section 5. Payment of Accrued Vacation time Upon Death. In the event of the death of a non-probationary Workforce employee, the District shall pay all accrued, but unused, vacation time to the employee's estate.

Section 6. Receipt of Payroll Checks. It will be the goal of the District and the Association for all employees to receive their paycheck twice a month.

Section 7. Salary. All eligible employees who are Code 30 or 40 maintenance employees must meet the requirements set forth in "Attachment A" to receive the step increase.

Section 8. Pay for Certification. Workforce employees who have been licensed as Journeyman or Masters by the City of Springfield or any State, shall receive additional compensation at the rate of \$100 per month for Journeyman and \$200 per month for Masters.

Section 9. The District will provide free Hepatitis B shots and free CPR training to all Workforce employees who request either of these.

ARTICLE 24 – RETIREMENT

Section 1. Retirement. The District will make contributions to the appropriate State of Missouri retirement fund for eligible Workforce employees.

ARTICLE 25 – WAGES/SALARY SCHEDULE

Section 1. Salary Schedule. The Salary Schedule attached as "Attachment B" shall apply to the Workforce 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. Step Increase. Effective July 1, 2011, eligible Bargaining Unit employees will receive one (1) step increase on the District's Salary Schedule.

ARTICLE 26 – 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 SESP.

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 SESP 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 Association so long as such policy does not conflict with any provisions of this Agreement.

ARTICLE 27 – TERM OF AGREEMENT

Section 1. Term of Non-Economic Provisions of Agreement. The non-economic provisions of this Agreement shall be in full force and effect from the 1st day of July, 2011, and shall continue until the 30th day of June, 2014, automatically renewing itself for additional periods of one (1) year each thereafter, from year to year, unless written notice is given by either party sixty (60) days prior to the 30th day of June, 2014, or the 30th day of June of any year thereafter in which this Agreement exists, of a desire to cancel or amend this Agreement. The term “Non-Economic Provisions” shall include all Articles of this Agreement, except wages and economic benefits (such as holidays, sick leave, leaves of absence, benefit plans, etc.), for the Workforce.

Section 2. Negotiations for Economic Provisions. The parties agree that negotiations for economic provisions of this Agreement shall take place on a yearly basis, and shall commence no earlier than February 1 and will conclude by June 1 of the school year in which negotiations occur, unless the parties otherwise agree. The term “Economic Provisions” shall include wages and economic benefits (such as holidays, sick leave, leaves of absence, benefit plans, etc.) for the Bargaining Unit. These negotiations may be solely between the SESP 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 instrument to be executed in duplicate by their authorized representatives.

For the Springfield Education Support Professionals (SESP)

Dated: _____, 2011

For the School District of Springfield, R-12

Dated: _____, 2011

Maintenance, Custodial, & Supply

CODE	STEP I	STEP II	STEP III	STEP IV	STEP V	STEP VI	STEP VII	STEP VIII
25	21,707	23,092	24,437	25,802	27,147	28,491	29,821	30,197
26	22,659	24,062	25,404	26,771	28,115	29,442	30,826	31,166
27	24,204	25,675	27,164	28,601	30,071	31,523	32,959	33,318
28	26,113	27,397	29,064	30,718	32,331	34,002	35,653	35,994
30	27,106	28,508	29,909	31,309	32,712	34,112	35,515	36,910
40	28,835	30,483	32,130	33,777	35,424	37,072	38,719	40,371

Position:	Code
Night Custodian	25
High School Night Lead Custodian	27
Head Custodian (Elementary)	26
Head Custodian (Middle School)	27
Head Custodian (High School)	28
Beginning Maintenance	30
Supply Center	30
Maintenance Advancement	40

All custodians are hired as temporary and paid \$9.09 an hour for hours worked. Employees working 2nd shift are paid a differential. This differential is paid over 10 months, beginning in September and ending in June. Advancements are based on years of service, evaluations, and appropriate attendance as per the Custodial Advancement Schedule shown above.

Custodial Differentials

2nd shift (shifts that end between 8:30 p.m. - 2:00 a.m.)	873.70
12 month night	1159.00
High School Backup/Sweeper Lead	1594.48

Annual Differentials to Apply to Head Custodians

13,000 - 17,000 square feet	472.46
17,000 - 25,000 square feet	708.81
25,000 - 40,000 square feet	944.76
40,000 - 110,000 square feet	1417.22
Over - 110,000 square feet	2126.02

MAINTENANCE ADVANCEMENT SCHEDULE

Step and code advancement will be based on years of service, acceptable evaluations and attendance, and accumulated classroom training hours. Maintaining a Code 40 will also require continued accumulation of classroom training hours. A monthly supplement of \$100 for Journeyman and \$200 for Masters Certification will be added to base salary.

Step Advancement Within Code 30 and Code 40

- A. Must work at least fifty (50) per cent of the total work days required by their job classification prior to July 1.
- B. Has completed fifteen (15) classroom training hours*

*While on Code 40, if fifteen (15) classroom training hours are not completed by September 1, the employee will be moved back to their current step on Code 30. The employee will not be eligible for Code 40 until the following July 1 and must meet the requirements shown below.

Code Advancement From Code 30 and Code 40

- A. Twenty-four (24) months as a Code 30
- B. Meets standard attendance for 24 months (rating of 5 or higher on evaluation)
- C. At least an average rating of "5" on last two evaluations
- D. Has completed twenty-five (25) classroom training hours in the previous 12 months

Maintenance Differentials

2nd shift (shifts that end between 8:30 p.m. - 2:00 a.m.)	698.97
12 month night	927.21