

# **COLLECTIVE BARGAINING AGREEMENT**

*Student Nutrition Services*

*(School Year 2024-2025)*

*Between*

*The School District of Springfield, R-12*

*and*

*Springfield National Education Association*

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## **AGREEMENT**

The School District of Springfield, R-12 ("District"), and the Springfield National Education Association ("Association") enter into this initial Agreement on the 27th day of June, 2023.

### **Article 1~Preamble**

#### **Section 1. Purpose.**

It is the purpose of this Agreement to promote mutual cooperation and understanding between the Springfield National Education Association, the District, and its employees, in such a manner as to further to the fullest extent the establishment, good working conditions, good relationships, peaceful resolution of all disputes, and the economic well-being of the District and the Bargaining Units. For the attainment of these objectives, the parties have agreed to this Agreement on matters relative to salaries and other conditions of employment.

#### **Section 2. Negotiation Process.**

The District and the Association will assure good communication between parties and create an environment characterized by mutual respect.

Each professional staff and administration team may consist of no more than five (5) members, or otherwise by mutual agreement. An attempt will be made to ensure consistency among representative groups. These negotiations may be solely between the Association and the District or may include the representatives of other certified/recognized District employee groups, as agreed by the parties. These negotiations may be solely between the Association and the District or may include the representatives of other certified/recognized District employee groups, as agreed by the parties.

The District and the Association may, on an annual basis, agree upon a set of ground rules. The Ground Rules are intended to guide and facilitate the negotiation process.

As a part of the negotiation process, the SNEA will present proposals to the District relative to compensation including salaries and stipends, hours of employment, and other conditions of employment for the employees in the Bargaining Units. The District shall discuss such proposals with the Association, and upon completion of such discussions shall reduce the results to writing.

If collective bargaining breaks down, negotiating team members agree to discuss the reasons why, attempt to resolve the problem, and return to the process. In the event of an impasse, the District and the Association will utilize an outside mediator to attempt to resolve the impasse and agree to a contract.

The Association shall present the results of the discussions to the Bargaining Unit for ratification or rejection in a manner consistent with the process established by the Association. Once ratified by the Association, the District will be notified for the presentation to the District's Board of Education for their consideration, ratification or rejection.

The final agreement, if ratified by the parties, will be indicated by the signatures of the Association president and the president of the Board of Education. Once a ratified contract is finalized, it will be posted on the District website.

### **Section 3. Board of Education Statutory Authority.**

Agreements reached through the negotiations process which are ratified by the parties shall become an Agreement that shall constitute a binding agreement that may not be unilaterally changed. Nothing in this Agreement shall affect 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. The District will comply with all Federal, State, and local laws.

## **Article 2~Recognition**

### **Section 1. Recognition of the Association.**

The District recognizes the Association as the exclusive bargaining representative for the purpose of collective bargaining regarding matters relating to compensation including salaries and stipends, hours of employment, and other terms and conditions of employment for the following Bargaining Unit:

“Including all full-time and regular part-time Student Nutrition Services (SNSs) including kitchen leads, range cooks, Nutrition Service Workers, Cafeteria Supervisors, catering supervisors, and lunchroom aides.”

This group shall be recognized as “Student Nutrition Services” in the District setting. Whenever the term "Bargaining Unit" is used in this Agreement it shall mean the group of employees described in this Section.

### **Section 2. Qualifications.**

The District declares and the Association agrees that Bargaining Unit employee positions will be filled with the most qualified candidate possible, as defined below:

- Lunchroom Aides: vacancies are required to be filled by candidates eighteen (18) years or older.
- Student Nutrition Workers: vacancies are required to be filled by candidates eighteen (18) years or older and must attain the Food Handler Safety Certification upon hiring.
- Range Cooks, Kitchen Leads, Cafe Supervisors, and Catering Supervisors: vacancies are required to be filled by candidates eighteen (18) years or older and attain both the Food Handler Safety certification and ServSafe Certification upon hiring.

## **Article 3~District Rights**

### **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;
- M. To determine the duties, responsibilities, and assignments of those individuals in the Bargaining Unit;
- N. To set the daily and weekly work schedules and such schedules may be changed by the District to meet the varying conditions and needs of the District; and
- O. To investigate the conduct of Bargaining Unit employees, at its discretion when such conduct may have an adverse effect on the employee's ability to perform their work. (See Article 8.)

### **Section 2.**

The rights and authorities of the District and its Board referred to in this Article, are not all-inclusive, and the omission of any of the usual inherent and fundamental rights of the District,



does not constitute a waiver of such rights by the District.

### **Section 3.**

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

## **Article 4~Work Performed by Non-Bargaining Unit Persons**

### **Section 1. Use of Non-Bargaining Unit Persons.**

The District may utilize supervisory and other non-Bargaining Unit persons to perform work on a temporary basis, even when such work was previously performed by an employee of the Bargaining Unit.

### **Section 2. Use of Temporary Employees.**

Nothing in this Agreement shall prohibit, or be construed to prohibit, the District from hiring and utilizing full-time temporary employees for assignments such as leaves of absence or long-term absences. Wherever possible, temporary employees shall not be utilized to fill an FTE position for more than ninety (90) days. Such temporary employees shall not be considered a part of the Bargaining Unit or otherwise subject to the terms of this Agreement.

Both parties agree that to the greatest extent possible and based on student needs, Bargaining Unit employees for temporary positions will be hired directly through the District prior to hiring through any third-party contractor. If hiring through a contractor becomes necessary, the same vacancy requirements remain applicable.

### **Section 3. Substitutes.**

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

## **Article 5~Association Rights**

### **Section 1. Membership.**

No present or future employee of the Bargaining Unit shall be required to become a member of the Association. Neither shall any present nor future Bargaining Unit employee be required, for any reason, to tender fees, dues, or assessments of any kind to the Association. Employees may become a member of the Association if they choose.

### **Section 2. General Rights of Employees.**

Bargaining Unit employees shall have the right to join or refrain from joining the Association, other labor organizations, or employee groups.

### **Section 3. Job Descriptions.**

The District shall develop a job description for each position within the Bargaining Unit and will update as needed. Each job description shall be descriptive of the function, scope, and complexity of the job, and the knowledge, abilities, and minimum skills and qualifications required for the position. Copies of all job descriptions and revisions thereto will be provided to the Association, upon request.

### **Section 4. List of Bargaining Unit Employees.**

The Association, as the exclusive representative of the Bargaining Unit, shall be provided the names and contact information including home address, telephone number, and email address, of the employees of the Bargaining Unit upon-reasonable request.

### **Section 5. New Bargaining Unit Employees.**

The Association, as the exclusive representative for the Bargaining Unit, shall be provided the names, addresses, phone numbers, and email addresses of newly hired Bargaining Unit employees. This list shall be provided by the District within ten (10) business days from the request. The Association may send an email monthly to notify new employees of the opportunity to join the Association. Any and all use of District email and resources by the Association and its members shall comply with all District policies, procedures and the requirements of State and Federal law.

### **Section 6. Beginning of Year Employee Meetings.**

If the District holds a meeting prior to the start of the school year, for the purpose of orienting employees, the Association President or their designee shall have the option of presenting a message of welcome and their contact information to the employees along with the following information:

- A. The purpose of collective bargaining, including the negotiation of issues such as salaries, benefits, and working conditions;
- B. Basic procedural information regarding the collective bargaining process.

The message shall not exceed five (5) minutes in duration, shall solicit or recruit new Association members, and shall promote positive relations between the Association and the District. Additionally, the Association shall have the option of providing a luncheon or snacks for employees during the meeting, provided that the luncheon or snacks do not interfere with the conduct of the regular business of the event, at the discretion of the District. The District shall provide the Association with a list of employees and contact information ten (10) calendar days from the date of the request.

### **Section 7. Use of Buildings.**

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

### **Section 8. Bulletin Board.**

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

Any bulletin board damaged or missing shall be replaced by the school district or site. As the exclusive representative of employees within SPS, no other competing organization shall be permitted to have a bulletin board that exceeds the size of the Association's bulletin board, nor post materials on the Association's bulletin board.

### **Section 9. Use of District Mailboxes.**

The Association shall have the right to use school mailboxes and the intra-district mail service for the distribution of materials to the Bargaining Unit. The Association shall be responsible for providing an adequate number of copies of any such material to be distributed. Building representatives will be allowed to place items within Bargaining Unit employees' mailboxes.

### **Section 10. Use of District Email System.**

The Association, through its President or designee, may use the District email system to communicate with Bargaining Unit employees and District Administration. The District and Association may elect to jointly communicate with the Unit concerning the status of negotiations. Any and all use of District email and resources by the Association and its members shall comply with all District policies, procedures and the requirements of State and Federal law and failure to comply might result in revocation of the use of the District's email system.

### **Section 11. Association Business.**

All Association business (unless specifically allowed in this Agreement) shall be conducted outside of the working time of any employee involved in such business and shall not interrupt the educational process in any District classroom except with the advance approval of the Chief Human Resources Officer. The SNEA President or UniServ Director may meet individually with Bargaining Unit employees during their duty-free time or with their supervisor's permission.

### **Section 12. Dues Deduction.**

The District will deduct all Association dues and Association PAC/BIC contributions from the pay of each Bargaining Unit member. The list of all those who authorized membership will be provided to the District annually in September. Dues shall be deducted from each Bargaining Unit member's check beginning with the first payroll in September and ending with the last payroll in June. The District shall remit the dues and the list of individuals from whom dues were collected to the Association within 30 days of collection of the dues from the member's paycheck.

## **Article 6~Bargaining Unit Employee Rights**

### **Section 1. Children of Staff.**

Provided the District, in its sole discretion, so authorizes, non-resident staff may request to enroll their children in the District without paying tuition, so long as authorized by law. Bargaining unit employees may request that their children attend school at the school site where the bargaining unit employee is regularly assigned or the school site located nearest to which the bargaining unit employee is regularly assigned; however, the District will determine placement based, in part, on enrollment and staffing availability at such location.

All notices will be made in writing to the Deputy Superintendent of Academics by August 1st. No additional notice will be needed when an employee's child moves through the feeder pattern schools. Requests to attend school at a site other than the school site located nearest to the Bargaining Unit employee's primary work location must be submitted and evaluated through the District's transfer process, and such student enrollments are subject to the District's transfer procedures.

### **Section 2. Protection of Staff.**

The District and the Association strive to ensure all employees are treated with respect and dignity. Inappropriate behaviors exhibited by District employees, students, parents and other visitors that negatively impact the workplace or the educational environment will be addressed. The District is committed to maintaining a workplace and school environment that is free from illegal discrimination, harassment, and retaliation in admission or access to, or treatment or employment in, its programs, services, activities, and facilities. In accordance with the law and Board Policy AC, the District strictly prohibits discrimination and harassment against employees, students, or others on the basis of race, color, religion, sex, national origin, ancestry, disability, age, genetic information, or any other characteristic protected by law.

Behavior from parties, whether internal or external, that is not unlawful or does not rise to the level of illegal discrimination, harassment, or retaliation might still be unacceptable for the workplace or the educational environment. In accordance with Board Policy GBCB, employees should expect to be treated professionally and ethically. Communication in the workplace should be delivered without profanity, raised voice, and will not include threatening, intimidating, or abusive language or tone of voice. Additionally, in accordance with Board Policy KK, behaviors from external parties that are disruptive, threatening, or violent will be addressed. Bargaining unit employees shall not be disciplined for activity or speech that is protected by law, nor face retaliation for reporting conduct for SPS employees to such employees' supervisors which the Bargaining Unit employee reasonably believes is evidence of a violation of District policies, State or Federal law or for engaging in conduct as covered by Section 105.055, RSMo. The District retains its rights to enforce discipline on Bargaining Unit employees who violate District policies.

Bargaining Unit employees who are being or have been subject to conduct in violation of Article 6 of this Agreement should attempt to resolve the matter informally with the assistance of Human Resources prior to pursuing the grievance procedure as defined in Article 18.

## **Article 7~Evaluations and Disciplinary Procedures**

Employee discipline shall be fair and exercised for just cause. Discipline shall be administered in a timely and professional manner and in accordance with due process. Disciplinary steps may include but not be limited to an informal discussion for the purpose of coaching for improvement, formal discussions with written documentation, a written reprimand, and other disciplinary action up to and including termination of employment.

### **Section 1. Evaluation Tool.**

The evaluation tool agreed to by the District and the Association shall be used to evaluate Bargaining Unit employees. Direct supervisors will prepare annual formal evaluations. The employee's supervisor has the responsibility of informing each employee in advance of the criteria.

To help maintain high-quality performance, the employee will be evaluated by the respective supervisor and/or building leader. Each employee will have no more than two (2) supervisors who provide documentation on evaluations.

### **Section 2. Unsatisfactory Performance.**

If an employee's performance is deemed to be unsatisfactory at any time, their immediate cafeteria supervisor shall meet with the employee to discuss performance concerns and address areas of performance where the employee will need to improve.

Following the initial notice to the employee of performance concerns, if concerns continue, the Cafeteria supervisor will communicate the concern in writing to both the employee and the direct supervisor for further support.

An employee may not be terminated for poor job performance unless the employee has been provided feedback regarding continuing performance concerns and ample time to make improvements.

### **Section 3. Disciplinary Documentation.**

Prior to adding disciplinary documentation to a Bargaining Unit employee's official personnel file; administrators will provide the affected Bargaining Unit employee an opportunity to discuss such matters within five (5) working days of the event and the employee will have the opportunity to respond in writing. Hearsay or unsubstantiated complaints will not be used for reprimand or negative comments on evaluations. For a complaint to be substantiated, the administrator shall verify the incident occurred prior to any disciplinary action. At the District's discretion, the documents may then be amended and reissued. Nothing in this section shall be construed to limit the District's right to discipline Bargaining Unit employees as described in Article 3 Section 1 of this Agreement.

#### **Section 4. Personnel File.**

Employees shall have the right, with advanced notice, 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 an 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.

If the Bargaining Unit employee believes that material to be placed in their file is inappropriate or in error, with the exception of judgments or conclusions contained in or related to the evaluation instrument, the employee may receive an adjustment, provided the cause is shown by mutual agreement with the supervisor or through the grievance procedure, whereupon the material will be corrected or expunged from the file.

#### **Section 5. Employee Rights.**

- The results of the evaluation will inform employment decisions but may not be the only factor considered.
- Employees may submit a rebuttal to be attached to any evaluation and/or disciplinary documentation.
- Employees have the right to representation at any interaction that could be used as a basis for discipline, demotion, or other adverse consequences to the employee's job status or any other part of the employer's disciplinary procedure.
- If the District places an employee on administrative leave pending an investigation, the employee will receive regular compensation as set forth in Article 8, Section 3.

### **Article 8~Employee Rights to Representation**

#### **Section 1. Informing Bargaining Unit Members.**

Full-time and part-time Bargaining Unit employees will be afforded due process and representation. Whenever an employee is required to appear before an administrator, supervisor, Human Resource employee, the Board, or any members thereof, concerning disciplinary action or are investigatory in nature, they will be given prior written notice of the meeting including the purpose of the meeting and the invited participants, including third-party individuals in order to determine the need for legal representation. If a law enforcement officer is present, the Bargaining Unit employee will be notified of their right to representation.

#### **Section 2. Right of Representation.**

A Bargaining Unit member, who is the subject of such a meeting conducted by the District to obtain information that could be used as a basis for discipline, demotion, or other adverse consequences to the employee's job status or working conditions; asks an employee to explain or defend their actions; or is part of the employer's discipline procedure, shall have the opportunity to request that the Association President, MNEA staff and/or attorney, or designated member leaders be present during the interview pursuant to Federal and State of Missouri Statutes.

However, designated member leaders will not be dismissed from District work responsibilities to participate in such meetings.

At any time prior to or during the interview the employee reasonably believes the meeting will likely result in disciplinary action, they may stop the investigative meeting and request union representation. If requested, the District may opt to:

- A. Grant the request and delay questioning until the Union Representative arrives and the Union Representative has had a chance to consult privately with the unit employee;
- B. Deny the request and end the interview; or
- C. Give the unit employee a choice between having the interview without representation or ending the interview.

Although reasonable efforts will be undertaken to support requests for union representation otherwise, the right to representation does not extend to:

- 1. Meetings for the purpose of conveying work instructions, training, or communicating needed corrections or improvements in work;
- 2. Meetings where the employee is assured by the District prior to the interview that no discipline or employment consequences will result from the meeting; or
- 3. When the purpose of the meeting is to convey or impose discipline that has already been determined with the final decision made prior to the meeting.

If the supervisor denies the request and continues to ask questions, this could constitute an unfair labor practice and a violation of the employee's Weingarten Rights. Additionally, under these Rights, the employee cannot be disciplined for refusing to answer questions without their union representative present.

### **Section 3. Administrative Leave.**

The District shall have the absolute right to conduct investigations into the conduct of employees, at its sole discretion. If the District places an employee on administrative leave pending an investigation, the employee will receive regular compensation until the internal investigation is complete. In the event the employee is found to have engaged in inappropriate conduct or violated any District policy, the employee will be disciplined accordingly, such as docking pay, up to and including termination. The discharge or discipline of employees, when necessary, shall not be performed in an unreasonable, arbitrary, or capricious manner and shall be based on "just cause."

### **Section 4. Applicable Laws.**

Nothing aforementioned in this Section precludes or excludes "rights and protections" granted Bargaining Unit employees under State or Federal Law, including the employee's ability to invoke their Weingarten, Garrity, and Loudermill Rights, if and as applicable.

## **Section 5. Intentionality Left Blank.**

### **Article 9~Non-Discrimination**

#### **Section 1. No Discrimination.**

There will be no discrimination against any employee in any of the Federal or State-protected classes including race, color, religion, sex, national origin, ancestry, age, disability, military status, genetic information, or any other classification identified by Federal or State law or local ordinance.

No adverse action will be taken against a Bargaining Unit employee by the District or the Association because the employee joined or refused to join the Association or against the employee because the employee engaged in lawful activities in support of the Association or refused to engage in lawful activities in support of the Association.

#### **Section 2. No Discrimination: Students, Parents, or Others.**

Bargaining Unit employees shall not engage in conduct that constitutes discrimination on the basis of an individual's race, color, religion, national origin, sex, ancestry, age, disability, military status, genetic information, or any other classification identified by Federal or State law or local ordinance.

### **Article 10~Seniority**

#### **Section 1. Probationary Period.**

An employee who is hired into the Bargaining Unit shall be considered to be a probationary employee without seniority rights until the employee has completed ninety (90) days of continuous employment with the District. The District shall have the right to extend an employee's probationary period for an additional sixty (60) days should the employee's performance be deemed marginal, in the District's opinion. Notification will be given to the employee and the SNEA should the employee's probationary period be extended. During the probationary period, the District may discharge, discipline, layoff or transfer any probationary employee with or without cause in its sole discretion, and such action shall not be subject to the grievance procedure or any dispute resolution proceeding allowed by this Agreement. \*School Resource Officers shall remain in a probationary status for six (6) months with an additional three (3) months should the employee's performance be deemed marginal, in the District's opinion.

#### **Section 2. Trial Period.**

An employee who is assigned to a position in a higher job classification shall serve a trial period of thirty (30) work days. The District will provide the necessary training and support for the new position to allow the employee to be successful. An employee serving a trial period who is found to be performing unsatisfactorily in the new position will be afforded an opportunity to return to their former position if it is available, or to a comparable position if one exists.



### **Section 3. 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 bargaining unit. 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.

1. The effective start date in the position covered under the Bargaining Unit.
2. If two or more employees have the same effective start date, then the date on which the Board of Education approved the hire would be considered.
3. If two or more employees have the same effective start date and Board of Education approval date, then the years of service in a non-temporary position with Springfield Public Schools would be considered.
4. For all applicable purposes, the seniority of staff who elect to take a part-time position will be prorated. If a part-time Employee also has accrued years of full-time service, those years will be included for the purposes of calculating seniority provided there is no break in service.

### **Section 4. 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: Bargaining Unit employee's overall performance as evidenced by the employee's performance evaluations, including in part productivity, quality of work, and/or absence and tardiness record; past experience on the job; disciplinary record; training; work experience gained through other employment; the 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 at its sole discretion based on its best judgment.

### **Section 5. 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. Justifiable discharge from employment;
- C. Absence from work for three (3) consecutive workdays without notifying the District, or failure to return to work within one (1) workday following the expiration of an authorized leave of absence; unless the employee provides proof beyond a reasonable doubt that it was impossible to notify the District;
- D. Failure of the employee to report back to work within ten (10) workdays after receipt of notice from the District that the employee is being recalled from indefinite layoff;
- E. Retirement;
- F. Engaging in work for another employer while on authorized leave of absence without the prior written approval of the Chief Human Resources Officer; and
- G. Falsifying the reason for any leave of absence.

### **Section 6. Change of Status.**

- Seniority does not apply to employees retired from the District who are rehired. Retired employees who are rehired work on a yearly basis and should not have any expectations about continued or re-employment with the District.
- In the event an employee accepts a position with the District outside the Bargaining Unit, Bargaining Unit seniority established at that time will be restored if the employee returns to the Bargaining Unit within one year or less.
- Leaves of Absence. When a Bargaining Unit employee is granted a leave of absence from the District, the period of time included in the leave of absence shall not be counted toward determination of seniority status, except as specified by Federal or State regulation or when serving as a President of the Association. Service prior to the leave of absence shall be included.

### **Section 7. Seniority List.**

The District will prepare a list of all Bargaining Unit employees by seniority upon request of the SNEA President. The seniority list shall contain the employee's name, last date of hire, years of service based on the last date of hire, location where the employee works, salary code, and step.

### **Section 8. Due Process.**

Upon completion of the probationary period, the employee's service shall be regarded as continuous from the date of the last hiring with the District. Bargaining Unit employees are provided advanced notice of deficiencies, given reasonable time to improve, and provided potential consequences if the improvement is not met.

### **Section 9. Exclusion.**

The provisions of Article 10 and Article 14 do not apply to Bargaining Unit employees who are tenured teachers in the District. Layoff and/or recall of such tenured teachers shall be governed by the Educators' Collective Bargaining Agreements and Missouri Teacher Tenure law.

### **Section 10. Intentionality Left Blank.**

## **Article 11~Collaborative Decision Making**

The District values employee voice and recognizes the benefit when employees are included in the decision-making process. Both the District and the Association recognize mutual benefits when both parties have joint communication that is transparent and collaborative.

### **Section 1. Meetings.**

To ensure ongoing communication and collaboration, the Association President and/or ESP Director and/or UniServ Director and appropriate District administrators will communicate regularly regarding matters that impact bargaining unit employees.

By mutual agreement, the District Chief Human Resource Officer, the Association President, and/or ESP Director, and/or UniServ Director may meet at regularly scheduled times on an ongoing basis in order to move the District forward with strategic goals. The District and the Association will work collaboratively to resolve identified issues and will follow up as appropriate regarding resolution.

### **Section 2. District Committees/Work Groups.**

In order to maintain open communication and provide opportunities for the Association to advise and consult with the District on issues, as the exclusive representative the Association will be permitted to appoint up to two Bargaining Unit representatives to serve on active District committees/work groups, without regard to the title of the committee/work group, which provide recommendations to the Board for changes to policies or procedures of the District which policies or procedures directly relate to the working conditions of employees in the Bargaining Unit. The District reserves the exclusive right to determine whether to form and/or eliminate any District committees or workgroups without regard to title.

### **Section 3. Committees/Teams.**

The District acknowledges that it benefits from input from its stakeholders when making decisions and setting goals that directly impact its employees.

- ESP Groups: Each department acknowledges that it benefits from input from its stakeholders when making decisions and setting goals that directly impact its employees. Department Directors will make an effort to include the Association ESP Director when opportunities present themselves for changes and improvements within the department that directly impact Bargaining Unit employees.
- Educator Group: Each building acknowledges that it benefits from input from its stakeholders when making decisions and setting goals that directly impact its employees. Building Leaders will make an effort to include an annually rotating selection of Bargaining Unit employees when opportunities present themselves for changes and improvements within the building. Committee assignments will consider employee interest when possible.

## **Article 12~General Working Conditions**

### **Section 1. Work Calendar.**

Bargaining Unit employees will have one hundred and eighty-seven (187) scheduled work days including:

- Three (3) self-directed workdays, and one (1) professional workday prior to the start of school.
- All eligible paid holidays as defined by Article 20, Section 10.
- Thanksgiving Break, Winter Break, and Spring Break shall be protected as guaranteed time off.
- Summer programs will be staffed on a volunteer basis. However, if needs are not met, employees will be assigned two (2) week assignments.

## **Section 2. Work Day.**

The minimum workday for Bargaining Unit employees shall be defined as listed below including a duty-free lunch. The District will meet with the Association to discuss the impact of any changes to the daily work hours before they are implemented.

- A. Cafeteria supervisors 8 hours
- B. Catering Supervisors 7 hours
- C. Range Cooks 7.5 hours
- D. Lead cooks 7 hours
- E. Nutrition services specialist I, II, III, IV, V, VI (4-7.5 hours)
- F. LRA 2 hours (no duty-free lunch)

## **Section 3. Workweek.**

The standard workweek shall be Monday through Friday. The starting and ending times for each employee shall be determined by the employee's cafeteria supervisor in collaboration with their direct supervisor, based on the program and schedule needed. Employees will not be assigned work hours that interfere with other District responsibilities.

## **Section 4. Meal Period.**

Student Nutrition Service Employees who are scheduled to work for four and one-half (4.5) or more hours per day shall receive an unpaid lunch period of at least thirty (30) minutes each workday scheduled by the District consistent with the needs of the building to which the employee is assigned. If an employee is required to return to work and misses all or part of the thirty (30) minutes lunch period, the remainder of the lunch period will count as time worked.

## **Section 5. Safety.**

The District and the Association recognize the right of employees to a workplace meeting legal standards for safety and health and pledge their joint efforts to ensure that all such standards are met. The District will establish a Nutrition Services safety committee to meet on an as-needed basis.

- A. Employees who are required to work alone in a building kitchen shall be allowed to carry their personal cell phones for emergency purposes only.
- B. No employee will be expected to work in unsafe conditions or be required to use equipment that is not in a safe condition. All employees will be expected to use equipment and supplies in a safe manner and to report unsafe or hazardous conditions and/or equipment immediately for correction. Such conditions and/or equipment shall be corrected, repaired, or replaced immediately if the District determines the conditions and/or equipment to be unsafe. When the District determines them to be safe, the employee(s) will be notified.
- C. The District will provide all necessary PPE to provide a safe working environment.
  - Kitchen PPE: Cutting gloves, burn gloves, step ladders, safety mats, thermometer, first aid kits, goggles.

## **Section 6. Professional Learning.**

- A. Each new employee shall be given a paid department orientation of up to two (2) hours, which includes but is not limited to the following:
- Details regarding hours, location of work, school calendar, and job responsibilities.
  - A personal introduction to the cafeteria supervisor and staff.
  - Details regarding required qualification courses, training programs, certifications required to hold the position, and where to obtain such certifications.
- B. The District will not require any professional learning outside the work calendar of employees. When outside of the regular contracted time, the District will compensate Bargaining Unit employees at the hourly rate specified in the Board-approved Salary Schedule. A meeting schedule will be provided for the school year by September 1.
- C. ServSafe certification (as required by the position) and a Springfield Greene County Health Department Food Handler certification will be obtained within ninety (90) days of hire and will be paid for by the district.
- D. The District will make efforts to:
1. Cross-train all Student Nutrition Services job titles, to fill in when fellow employees are out sick or on leave throughout their buildings.
  2. Staff each site with a minimum of two (2) SafeServ-Certified staff members.

## **Section 7. Dress Code.**

As professionals representing Springfield Public Schools and being around children, it is very important that the appropriate clothing is worn while at work for safety and appearance purposes. Bargaining Unit employees may participate in spirit days by wearing an appropriate shirt and/or hat consistent with the designated theme.

### **Pants, capris, and skirts must be hemmed and come below the knee.**

- No faded, tattered, or visible rips or tears
- No embellishments
- No stretch pants, tights, sweatpants, or workout/yoga pants

### **Shirts:**

- Must have short sleeves and cover the midriff.
- Long sleeve undershirts may be worn as long as they are tight-fitting on the forearms.
- SPS school shirts, SPS uniform shirts, or solid-color shirts without advertisements may be worn.
- The neckline of shirts must not reveal cleavage.

### **Shoes:**

- Must be labeled "Slip Resistant" on the shoe.
- No open toes, heels, canvas, or mesh.
- Shoes must be worn with nylons or socks.

### **Hair:**

- All hair (including bangs) must be contained with hair restraints such as hats, hair coverings, or nets that are designed and worn to effectively keep their hair from contacting exposed food; clean equipment, utensils, and linens; and unwrapped single-service and single-use articles.
- Skull caps or baseball caps must be black and will be provided by the District.
- Long hair should be bound (ex. Braid or bun).
- Facial hair longer than ¼ inch should be covered with a beard guard/net.

**Aprons:**

- Only clean aprons should be worn during prep.
- Aprons will be without logos, embellishments, or advertising.
- Aprons may not be worn outside of food production areas.

**Miscellaneous:**

- Jewelry: only one (1) plain band may be worn, earrings may not be jeweled or dangling, and no body jewelry.
- Watches may not be worn while preparing food and must be removed for proper hand/arm washing.
- Medical alert necklaces may be worn inside the shirt.
- Artificial nails and polish are not permitted.
- Nails must be kept short and clean.
- Artificial lashes are not permitted.
- Undergarments must be worn and should never be visible.

## **Article 13~Placements and Transfers**

### **Section 1. Job Vacancy/Transfer Process.**

- A. When there is a vacant position within a building prior to May 1, the administrator will electronically inform staff of the opening and allow qualified staff within the building a minimum of two (2) school days to indicate interest. Any qualified staff member indicating interest will be given the opportunity to meet with the administrator to discuss the vacancy. Consistent with Article 10 Sections 3 and 4 of this Agreement, if the qualifications are equal and both candidates meet the needs of the position, the position will be awarded to the applicant with the highest seniority.
- B. If there are no qualified building candidates, the District administrator shall electronically inform current staff of the opening and allow Student Nutrition Services employees within the District a minimum of five (5) school days to indicate interest. Any qualified staff member indicating interest will be given the opportunity to apply for the vacancy. Consistent with Article 10 Sections 3 and 4 of this Agreement, if the qualifications are equal and both candidates meet the needs of the position, the position will be awarded to the applicant with the highest seniority.
- C. Any remaining unfilled position shall be posted by the HR department to consider external candidates.
- D. An employee has the right to request a transfer to a similar position at another site with the same classification as the position they are currently working. An employee interested in transferring to a specific site will submit a written request to the District

by March 1st. The requirement to transfer will be based upon the following: seniority, qualifications, and prior successful evaluation. In the event a position becomes available at the desired site, the employee will be offered the transfer before the position is posted. In the event, two or more employees have requested to be transferred to the same site and a position becomes available, the senior employee who meets the above requirements will be offered the transfer first.

- E. If an employee's request for a voluntary transfer is denied the employee shall be granted, upon request, a meeting with the administrator(s) who denied the transfer in order to discuss the reasons for the denial.

## **Section 2. Involuntary Transfers.**

A change of placement from one assignment to another initiated by the District due to the following reasons:

- A. Involuntary transfer due to staffing considerations:
  - 1. An attempt shall be made to secure voluntary transfers first.
  - 2. If the needs cannot be met by volunteers, the following criteria shall be used in determining which Unit employee is required to be reassigned:
    - a. Certification and experience in the department affected.
    - b. Or seniority as defined in Article 10.
- B. A Bargaining Unit employee who is required to be reassigned will be given first priority to established schools before other requests are considered if the need for reassignment has been determined during the regular posting period.
- C. Employees who are involuntarily transferred or reassigned due to a decrease in enrollment or a shift in scheduling patterns shall be allowed to return to their previous position within one (1) school year if the opportunity presents itself and the employee meets all performance expectations. Return to the previous position must occur prior to the first day of instruction or following the completion of a school year.
- D. An involuntary transfer due to employee discipline should occur only after a meeting between the affected employee and the District, or after an attempt to meet has been made. Each involuntary transfer must be reviewed by the Human Resources Department.

## **Section 3. Closing of a School.**

If it is necessary to close a school, the Bargaining Unit employees at the school to be closed will have their requests for reassignment given priority in accordance with Article 13, Section 2 of this Agreement.

## **Section 4. Notification of Assignment.**

Unless otherwise notified by the District, it is assumed an employee will maintain their assignment for the next school year. If a change is expected for the next school year, the District will notify the Bargaining Unit employee of the building assignment by June 1st.

If the district finds it necessary to modify the assignment after June 1st, the involuntary transfer process will be followed.

### **Section 5. Emergency and or Temporary Change of Assignment.**

When possible, employees shall have the choice if they want to change to a temporary assignment. The District will notify the employee at least twenty-four (24) hours in advance of a temporary change in their regular assignment. An emergency situation will allow the District to be released from giving such advance notice.

### **Section 6. Change in Responsibilities.**

If the responsibilities or duties of a position materially increase or decrease, the Association may request that the position be reviewed for possible reclassification. If the reclassification results in the elimination of a position, the affected employee will be given priority for another placement. If the reclassification results in an upgrade, the incumbent, if any, shall be considered for the upgraded position.

## **Article 14~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 sole discretion, based upon its best judgment consistent with the educational mission of the District. In the event it becomes necessary to reduce the number of Unit employees through a layoff, the District shall endeavor to provide thirty (30) calendar days notice of layoff to the individual(s) involved, and in any event, fifteen (15) calendar days shall be given, unless an emergency situation arises which makes prior notice impossible.

### **Section 2. Lay Off Procedure.**

When the District makes the decision that a reduction in the Bargaining Unit covered by this Agreement should occur, the layoff shall be made in accordance with the following steps:

- A. The District will determine the number of Bargaining Unit employees to be laid off and will first ask for volunteers for layoff.
- B. Should any employee volunteer for layoff, the District shall, at its discretion, approve or disapprove the request for voluntary layoff.
- C. After any approved voluntary layoffs, the District will lay off all probationary and temporary employees before non-probationary employees are laid off.
- D. If further layoffs are necessary for the designated classifications, other employees will be laid off using seniority, as defined in Article 10 of this Agreement.
- E. 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.
- F. Employees who are recalled to work prior to nine (9) months on layoff shall have their accumulated personal illness days restored to them.
- G. Employees who are laid off may elect to be paid for their accumulated vacation days.
- H. Employee benefits will not continue to accumulate while an employee is on layoff status.



### **Section 3. Employees Remaining After Layoff.**

In the event an employee is assigned to a position that 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.

### **Section 4. Recall Procedure.**

When the District makes the decision that a recall of some or all of the laid-off Bargaining Unit employees should occur, the recall shall be made in accordance with the following steps:

- A. The District will designate the number of employees to be recalled.
- B. The District will offer the open position(s) to Bargaining Unit employees who are laid off using seniority, as defined in Article 10 of this Agreement or inverse order of the specific layoff being recalled.
- C. The District's offer to the employee shall be communicated by a telephone call to the last telephone number listed for the employee in the District's personnel records which shall be confirmed by a registered or certified letter provided to the employee by hand delivery, or sent by regular United States mail to the last address listed for the employee in the District's personnel records. It is the responsibility of each staff member to notify the District of any change in address within ten (10) working days of such change.
- D. If an employee fails to report to work on the return date specified by the District, unless an extension is granted in writing by the District, said employee shall be considered as a "voluntary quit" and shall thereby terminate their individual employment relationship with the District.
- E. No new employee shall be hired by the District to fill the job classification of a laid-off employee before ten (10) working days after the 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.
- F. The provision of Article 10 and Article 14 do not apply to Bargaining Unit employees who are tenured teachers in the District. Layoff and/or recall of such tenured teachers shall be governed by the Educators' collective bargaining agreements and Missouri Teacher Tenure law.

## **Article 15~Drug and Alcohol Testing**

### **Section 1. Drug /Alcohol Testing General.**

This Drug/Alcohol Testing program applies to all Bargaining Unit 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 District-assigned motor vehicle or is required by the District to hold a driver's license. Drivers include but are not limited to, full-time and part-time regularly employed drivers, and intermittent or occasional drivers.
- B. Safety-Sensitive Function - Includes such responsibilities as time on duty waiting to be dispatched, driving time, assisting, or supervising loading or unloading, repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle. Supervising the loading or unloading of school children or student equipment onto a school bus shall not be a "safety-sensitive function."
- C. Alcohol - The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.
- D. Drug - any controlled substance listed under section 102(6) of the Controlled Substance Act (21 U.S.C. 802(6)) as specified by the administrator of the federal Department of Transportation.
- E. Employee - A Bargaining Unit employee of the District who is covered by this Agreement.
- F. Medical Review Officer - A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug-testing program who meets the qualifications as listed in 49 C.F.R. 40.3.
- G. Non-Driver - An employee who is not a driver or an employee who performs a Safety Sensitive Function.
- 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.
- I. Split Specimen - In drug testing, a part of the urine specimen that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory in the event that the Bargaining Unit employee requests that it be tested following a verified positive test of the primary specimen or a verified adulterated or substituted test result as listed in 49 C.F.R. 40.3.
- J. Split Specimen Collection - A collection in which the urine collected is divided into two separate specimen bottles, the primary specimen (Bottle A) and the split specimen (Bottle B) as listed in 49 C.F.R. 40.3.

### **Section 3. Covered Employees.**

All Bargaining Unit employees shall be covered under this Article.

### **Section 4. Program Coordinator.**

The District's Chief Human Resources Officer 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. Alcohol/Drug Testing Procedures.**

Alcohol and 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 alcohol and drug test results;
- C. Provide individual privacy in the collection of specimen samples to the maximum extent possible;
- D. Use a split specimen; and 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.
- E. Alcohol testing shall use field sobriety testing and/or a federally approved evidential breath testing device (EBTD) by a trained breath alcohol technician (BAT). 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 as defined in Section 8.

#### **Section 6. Alcohol and Drug Prohibitions.**

The following alcohol and drug prohibitions exist for employees covered by this Agreement:

- A. No employee shall possess alcohol or unprescribed drugs while at work. No employee shall use alcohol or unprescribed drugs while at work. Isopropyl alcohol use that is provided by the school district and is used for district-approved purposes such as school projects, health room, and sanitization may be possessed on district property as it is not intended for consumption.
- B. No employee required to take a post-accident test shall use alcohol for eight (8) hours following the accident or until they undergo a post-accident alcohol test (whichever comes first).
- C. No employee shall report for work or perform work when the employee uses any drug, except when the use of prescribed Drugs 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 employee's job duties 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.
- D. No employee shall report for work or perform work if the employee tests positive for unprescribed drugs or alcohol.

#### **Section 7. Post-Accident Alcohol/Drug Tests.**

Alcohol and Drug tests shall be conducted on a Bargaining Unit employee as soon as practicable after an accident if such employee:

- A. Was driving a motor vehicle as part of their work responsibility, was performing safety-sensitive functions with respect to the vehicle, or the accident involved loss of human life; or
- B. Receives a citation under State or local law for a moving traffic violation arising from an accident while operating a motor vehicle for the District; or
- C. The accident involved bodily injury to any person who, as a result of the injury, immediately received medical treatment away from the scene of the accident.

All post-accident alcohol and drug testing shall be conducted within the required time periods. If a test is not conducted within the appropriate period, then the test will not be given, and the program coordinator shall prepare and maintain a file documenting the reasons the test was not promptly administered. In cases where an employee has sustained an injury, the employee's medical condition shall be considered by the treating physician prior to drug and alcohol testing. The employee shall provide appropriate samples for drug and alcohol testing, where the employee is able to safely engage in such testing, in the opinion of the treating physician. Post-accident testing requirements may be fulfilled by properly administered tests conducted by Federal, State, and/or local law enforcement officials as long as the results of those tests are provided to the District.

#### **Section 8. Reasonable Suspicion Alcohol/Drug Tests.**

This Section shall apply to all Bargaining Unit 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 effects of drugs or alcohol.

The District administrator should contact Human Resources to determine if testing needs to occur. If testing needs to occur and HR is not present then the administrator or designated school official will need to be present with their employee until the employee is released.

Alcohol testing is authorized for reasonable suspicion only if the required observations are made just before, during, or just after the employee's work assignment when the employee must comply with Alcohol prohibitions. An alcohol test may not be conducted by the person who determines that reasonable suspicion exists to conduct such a test. If an alcohol test is not administered within two (2) hours of a determination of reasonable suspicion, the District shall prepare and maintain a record explaining why this was not done. Attempts to conduct alcohol tests shall terminate after eight (8) hours, and the District will state in the record the reasons for not administering the test.

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

When a Bargaining Unit 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. If a Bargaining Unit employee has a positive alcohol or drug test, they will be required to have someone come pick them up or they are taken to their residence by a District employee. Bargaining Unit employees are instructed that they can not pick up their vehicle during school hours and should call Human Resources the following business day to discuss the next steps.

### **Section 9. Negative or Incorrect Alcohol/Drug Tests.**

A Bargaining Unit 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. Qualified supervisors or District administrators making "reasonable suspicion" judgments should consider all possible explanations for their observations of the employee in question, including but not limited to unintended hazardous material contact exposure by the employee in the performance of their job. (i.e., An unintended skin absorption exposure to an illegal narcotic seized by the employee in the performance of their duty.)

### **Section 10. Refusal to Submit to Alcohol/Drug Test.**

No employee shall refuse to submit to any alcohol and drug test pursuant to this Article. A "refusal to submit" occurs when an employee:

- A. Fails or refuses to provide an adequate breath or urine specimen for alcohol and drug 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 alcohol and drug testing process; or,
- C. Attempts to manipulate the results of any alcohol and drug test, including, but not limited to the use of adulterated or "clean" samples; or
- D. Refuses to cooperate with the personnel at the alcohol and drug testing site. An employee who violates the rules as specified above will be suspended from employment pending termination from employment and transported home by a District supervisor.

### **Section 11. Effect of Positive Alcohol/Drug Test.**

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

### **Section 12. Employee Records.**

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

Bargaining Unit 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. The Association may receive a copy of an employee's testing records if the employee provides the District with a written consent allowing the District to release the records to the Association.

### **Section 13. Rehabilitation.**

Bargaining Unit 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 plans in effect at the time.

## **Article 16~Reporting Responsibilities**

### **Section 1. Reporting Child Abuse or Neglect.**

Bargaining Unit employees who know or have reasonable cause to suspect that a child has been subjected to abuse or neglect shall immediately report the suspected abuse or neglect to the Children's Division of the Missouri Department of Social Services hotline, pursuant to State Mandated Reporter law. The employee will promptly notify their direct supervisor and/or Human Resources Department.

### **Section 2. Reporting Arrests.**

In the event, that an employee is arrested and/or charged with a felony violation of State or Federal law or a substantiated allegation of child abuse/neglect, the employee or an Association Representative shall report such event to the District's Human Resources Department prior to the employee's next workday for the District.

### **Section 3. 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.

### **Section 4. Abnormally Dangerous Conditions.**

Bargaining Unit 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.

Any abnormally dangerous equipment, or vehicles that, 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.

Consideration must be given to the job duties and responsibilities of the employees when determining whether equipment, vehicles, or working conditions are abnormally dangerous.

### **Section 5. 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, at 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.

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 6. Safety Equipment.**

All Bargaining Unit 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 Bargaining Unit employee. Bargaining Unit employees may be subject to the discretion of the District, for the failure to abide by the safety rules and regulations of the District, or their failure to use the safety equipment supplied to them,

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.

### **Article 17~Workers Compensation**

#### **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 Bargaining Unit employees in compliance with the law and Board of Education policy GBEA.

#### **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 within thirty (30) days of the incident, 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 Bargaining Unit employee who makes an accident report (or reports) concerning the employee's condition following an on-the-job accident or illness which, in the District's discretion, is false, in whole or in part, or which misrepresents any material fact, is subject to discipline up to and including immediate discharge. The determination as to the degree of discipline shall be at the District's discretion, consistent with the severity of the employee's conduct.

#### **Section 4. Three-Day Waiting Period.**

A Bargaining Unit employee may use accrued leave during the first three (3) workdays missed as a result of a compensable Workers' Compensation injury if the employee returns to work within fourteen (14) days.

### **Section 5. Work Related Physical or Mental Support Time**

If requested, Administrators or other designated staff members will use reasonable best efforts to give employees of the Bargaining Unit a reasonable amount of time following any personal involvement in a traumatic incident at work to 1) compose themselves, 2) debrief the incident with a supervisor and/or 3) determine whether leave is necessary.

Any Bargaining Unit employee acting in the course and scope of their assigned duties who sustains a physical injury or mental injury that results in lost work time as a result of another person's actions shall follow the District's established Workers' Compensation process. When such injury results in the loss of work time to seek medical care or mental health supports, the Bargaining Unit employee may request compensation, either through restoration of accumulated leave or reimbursement of lost wages, for the first three (3) days of lost time if the lost time is not otherwise compensated, in whole or in part, through the Workers' Compensation process. Accessing leave as outlined in this section does not equate to approval of leave covered by Workers' Compensation. However, in order for any Bargaining Unit employee to receive either compensation, the employee must:

- Submit a District Incident Report in a timely manner.
- Notify the District's Risk Management Department.
- Seek medical attention from a District approved medical provider or have received notification that the injury is not compensable under Workers' Compensation.
  - If compensable under Workers' Compensation, have a documented need to be off work for the days in question from the provider noted above.
  - If not compensable under Workers' Compensation, an employee may seek treatment through a provider of their choice as this is outside of and not compensable under Workers' Compensation.
- Not receive any Workers' Compensation benefits for the days in question.
- Follow the District's established procedures.

Nothing herein limits or restricts an employee's ability to use the District's EAP resources; the use of an EAP provider does not disqualify an employee from utilizing the leave outlined above.

## **Article 18~Grievance Procedure**

### **Section 1. Definitions.**

The following definitions are applicable to this Article:

- A. "Grievance" is a claim by a Grievant 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. The term "Grievance" does not include matters which are covered by the Missouri Teacher Tenure Act, Section 168.102 et seq RSMo, or other State or Federal Statutes.
- B. "Grievant" is a Bargaining Unit employee or group of employees who are directly impacted, or Association President on behalf of the Association.



- 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 an appropriate level of this grievance procedure.
- B. The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. Failure by the Association or the Grievant to take action within any time limit specified in this Article shall cause the grievance to automatically be waived, forfeited, and dropped, and the grievance shall thereafter not be subject to the grievance procedures set forth in this Article. The time limits specified may, however, be extended by mutual agreement in writing. If any time limit specified in this Article extends into Spring Break, Winter Break, or Summer Break, when the grievant is not assigned to work, any applicable time limitation in this Article shall be automatically extended by ten (10) business days. Failure of the District or its representatives to take action within the time limits specified shall result in the matter being automatically passed to the next step of the grievance procedure.
- C. All documents, communications, and records specifically dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- D. Time spent by employees, whether Grievant or Representative, in the processing of grievances, shall be, to the degree possible, at times when such employees are free from assigned duties.
- E. All meetings and/or hearings under this procedure shall be conducted in private and should normally include only the witnesses and parties referred to herein.
- F. Should any District administrator or supervisor referred to herein be unavailable to perform the specific functions under this Article, the Superintendent or Board may designate a substitute to perform those functions and shall notify the Association of such change. Such designation shall be made within the time limit within which the unavailable administrator or supervisor was to have taken action under this Article.
- G. No reprisal of any kind shall be taken by the Board, the Administration, the Association, any employee, or participant/ witness against any Grievant or other participant in the grievance procedure.
- H. If the Grievant or the Association 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 a redress of the same or substantially similar questions of fact, the grievance procedures may be suspended by the District, pending resolution of such issues by the chosen forum.
- I. The Grievant may be accompanied, if desired, by an Association 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/Building Administrator***

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

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

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

(b) Within five (5) business days after the Executive Director receives the written grievance, a meeting shall be held with the Grievant and the Executive Director 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. The Grievant may be accompanied by an Association representative to the meeting upon the request of the Grievant.

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

#### ***B. Step 2 - Superintendent/Chief Human Resources Officer***

(1) Filing of Grievance with the Superintendent/Chief Human Resources Officer- If the Grievant is not satisfied with the resolution of the grievance at Step I, or if no decision has been rendered, the Grievant may present the grievance to the Superintendent/Chief Human Resources Officer. The grievance shall be presented in writing within five (5) business days after the decision at Step I, or ten (10) business days after the meeting between the Grievant and the Executive Director if no decision was rendered by the Executive Director.

(2) Meeting with the Superintendent/Chief Human Resources Officer - Within five (5) business days after the grievance is presented to the Superintendent/Chief Human

Resources Officer, a meeting shall be held with the Grievant and the Superintendent or the Chief Human Resources Officer, who shall serve as the designee of the Superintendent, in an effort to resolve the grievance.

(3) Decision of the Superintendent/Chief Human Resources Officer-The Superintendent Chief Human Resources Officer, shall give an answer within five (5) business days of the meeting and communicate it in writing to the Grievant, Association, and Executive Director.

C. *Step 3 -Appeal To The Board Of Education*

(1) Appeal to the Board- In the event that the Grievant is not satisfied with the resolution of the grievance at Step 2, or if no decision has been rendered by the Superintendent/Chief Human Resources Officer, the Grievant may appeal the resolution to the Board. All procedures of the appeal should provide for an equitable and impartial process.

(2) The Board shall consider and decide the Grievant's appeal in a 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 or their representative and the Administration. Should the original grievance involve alleged misconduct by an individual employee of the District, the individual employee who is the subject of the original grievance will not be present during the grievant's oral presentation to the Board, unless the Board determines in its sole discretion that the individual employee's presence is necessary and prior notice is provided to the Grievant and/or their representative. 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~No Strikes**

### **Section 1. No Strikes.**

There shall be no strikes, including but not limited to, a work stoppage, sympathy strike, or slow down, on the part of the Bargaining Unit employees.

### **Section 2. Discipline.**

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

## **Article 20~Leave Policies**

### **Section 1. Short-Term Leaves.**

The provisions of Board of Education policies relating to employee short-term leaves, as modified hereafter from time to time by the District's Board of Education in its sole discretion, shall be applicable to employees covered by this Agreement. Board Policies relating to employee leaves shall be consistent with Federal and State law. Any short-term leaves required to be provided by State and/or Federal law applicable to school district employees shall be extended to eligible employees covered by this Collective Bargaining Agreement as of the effective date of such Federal or State law, including Military Leave, Professional Leave, Election Leave, Leave to Vote, Jury Duty Leave, Leave for Court Subpoena, Firefighter Leave, Crime Victim Leave, Civil Air Patrol Leave, Coast Guard Auxiliary Leave, Pregnancy/Childbirth/ Adoption Leave and VESSA Leave. Any short-term leaves required to be provided by State and/or Federal law applicable to school district employees shall not be included in the calculation of total absences from work when determining whether a Bargaining Unit employee has been excessively absent from work.

### **Section 2. FMLA Leave.**

The provisions of Board of Education Policy GBBDA - Leaves Of Absence - Family Medical Leave Act, as modified hereafter from time to time by the District's Board of Education in its sole discretion, shall be applicable to the employees covered by this Agreement. Board Policy GBBDA shall be consistent with Federal and State Law. Any amendment of family medical leave laws required to be provided by State and/or Federal law applicable to school district employees shall be extended to eligible employees covered by this Collective Bargaining Agreement as of the effective date of such Federal or State law.

### **Section 3. Bereavement and Pallbearer Leave.**

The District will provide Bargaining Unit employees with two (2) paid bereavement days each school year (July 1-June 30) to attend the funeral or make funeral arrangements for an immediate family member of the Bargaining Unit member. In addition to the two (2) bereavement days, Bargaining Unit employees may use other available leaves as specified herein below.

When a death occurs in a Bargaining Unit employee's immediate family, the employee may use their accrued sick leave/PTO to attend the funeral or make funeral arrangements, within two (2) weeks after a death occurs. Exceptions may be approved by the superintendent or designee. The District may require verification of the need for the leave.

When used in this Section, the term "Immediate Family" shall mean the Bargaining Unit 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, stepbrother, stepsister, aunt, uncle, niece, nephew, or any other person for whom the employee is legally responsible, or such other individual as authorized by the District's Chief Human Resources Officer due to the nature of the personal relationship between the

Bargaining Unit employee and the individual.

A Bargaining Unit employee who is absent because the employee attends a funeral as a pallbearer may use up to one (1) day of their accrued sick leave/PTO in any school year to cover the hours missed from their work assignment. No more than eight (8) sick/PTO leave days may be cumulatively used in any school year for death in an employee's immediate family and service as a pallbearer in addition to the two (2) days of bereavement leave established herein. In order to receive pay for pallbearer duty, the employee must file verification of the absence with the District's Human Resources Department.

The appropriate use of bereavement leave as specified herein shall not be considered for purposes of determining excessive absenteeism.

#### **Section 4. Association Leave.**

In the event, the Association desires to send Bargaining Unit employee representatives on the business of the Association, and contingent upon the approval of the District by and through the Bargaining Unit employee's immediate supervisor, such Bargaining Unit employee will be allowed to attend to the business of the Association, provided a suitable substitute is available and the Association shall reimburse the District for the cost of the substitute. Requests for Bargaining Unit employee(s) to attend to the business of the Association shall be submitted in writing at least ten (10) days prior to the requested absence. Any such requests will be denied if the absence will disrupt the regular operations of the department or division, or if qualified and appropriate substitute coverage cannot be obtained.

This leave will not be charged against the employee in disciplinary action. No more than two (2) workdays will be approved per school year (July 1-June 30) for a Bargaining Unit employee to attend to the business of the Association.

All ESP Directors may request and must be approved to use SNEA Business days to conduct meetings with District leaders as necessary. All SNEA Business days will be reimbursed to the District at the substitute rate or the employee rate if no substitute is needed.

#### **Section 5. Long-Term Leaves.**

The provisions of Board of Education policies relating to employee long-term leaves, as modified hereafter from time to time by the District's Board of Education in its sole discretion, shall be applicable to eligible employees covered by this Agreement, including Leaves of Absences for Medical, Family, Child-Rearing, Educational, and Military Leave.

When a Bargaining Unit employee is absent from active duty on any of the long-term leaves of absence allowed under this policy, the District shall not continue to make its required contributions to the Public School and Education Employee Retirement System (PSRS/PEERS) on behalf of the employee unless 1) the employee is using their accrued sick leave time while on the leave of absence, or 2) the employee is receiving worker's compensation benefits, or 3) otherwise required by law. This long-term leave of absence policy does not constitute the sick leave provisions of the District for purposes of the Missouri statutes governing the Public School Retirement System/Public Education Employees Retirement System (PSRS/PEERS).

When a Bargaining Unit employee begins a leave of absence without pay, the Bargaining Unit employee relinquishes their specific work assignment. While a Bargaining Unit employee is on a long-term leave of absence, the Bargaining Unit employee shall remain an employee of the District. However, except as required by law, the Bargaining Unit employee shall not accrue leave time or service time with the District. The Bargaining Unit employee shall remain eligible to participate in the District's group medical insurance plan, but the Bargaining Unit employee shall be responsible for the prompt prepayment of the premium.

#### **Section 6. Association President Leave.**

The Association President may request a leave of absence from their duties with the District on a part-time or full-time basis during the Term of this Agreement, provided that:

- A. Acceptable adjustments can be made for continuity of instruction or service provided by the President to the District;
- B. The Association will submit the name of its President and inform the District whether the President is requesting a full-time or part-time leave;
- C. During a full-time leave, the President shall be released from all District duties (except when required by law);
- D. During a part-time leave, the President will work the minimum number of hours required to qualify for participation in the District's Employee Health Care Program
- E. During the leave, the President will be considered an employee of the District and will receive all compensation, accruals, and benefits (including contributions to the appropriate State of Missouri retirement fund) they would have received, with salary advancements and adjustments, had they remained in their last position with the District, contingent upon the Public School Retirement System's determination that the President qualifies as an "employee" for retirement contribution purposes; and
- F. The Association will be responsible for reimbursing the District for the employee portion of Medicare, PSRS retirement, and a proportionate share of the employee's compensation as mutually agreed.
- G. Should the employee meet the District's minimum requirements for benefits eligibility, the district-provided benefits will be afforded to the employee in the same manner as provided to other qualified employees. If the employee does not meet the District's minimum requirements for benefits eligibility, the cost of such benefits will be allocated to the District and Association on a pro-rata basis in accordance with the agreed-upon part-time release.
- H. The President will be eligible to return to a substantially similar position at the beginning of the school year following the end of their term as President. The right to request a leave of absence pursuant to this Section ("Association President") shall be granted exclusively to the President of the recognized representative of the Bargaining Unit as described in Article 2, Section 1 of this Agreement.

#### **Section 7. Paid Time Off (PTO) Leave.**

- A. Bargaining Unit employees will accumulate four (4) PTO days on July 1 of each school year and will accumulate one (1) PTO day each month of services. For purposes of

accrual of PTO leave benefits under this Article, the term "PTO leave day" means the number of hours the employee is regularly scheduled to work each workday. An eligible Unit employee who has less than a 1.0 FTE will accrue PTO leave on a pro-rata basis.

- Nine (9) month employees = 4+9 for a total of thirteen (13) PTO days
  - 10-month employees = 4 +10 for a total of 14 PTO days
  - 12-month employees = 4 +12 for a total of 16 PTO days
- B. Paid time off leave cannot be taken on the following block-out days without approval:
- Nutrition Services: One (1) week prior to the start of the school year, during the first week of the school year, or during the final week of the regular school year.
- C. Further, paid leave cannot be taken in more than three (3) consecutive days without submission of documentation from a medical provider indicating the need for extended medical absences or advanced written approval of the employee's immediate supervisor. Bargaining Unit employees will provide at least forty-eight (48) hours advance notice of expected or known PTO absences. Emergency situations, including unforeseen overnight illnesses, will be reported as soon as possible. Outside of the circumstances listed in (B) or (C), no approval or disclosure of reason is required for PTO usage.
- D. PTO is not vacation leave. It is limited to the reasons listed below and in accordance with Board Policies GCBDA/GDBDA, and is subject to the limitations noted herein:
1. Tax investigation.
  2. Court appearances, unless applicable law requires no leave to be charged to the employee.
  3. Wedding or graduation.
  4. Observance of a religious holiday.
  5. Conducting personal business of such a nature that it cannot be performed on a Saturday, Sunday, or scheduled work hours, including parent-employee conferences.
  6. Absences under leaves authorized by law, policy, or the board that would otherwise be unpaid including, but not limited to, leave under the FMLA.
  7. Leave for other purposes as approved by the principal or supervisor in writing
  8. Illness, injury, or incapacity of the employee.
  9. Illness, injury, incapacity, or funeral of a member of the immediate family.
  10. Illness, injury, or incapacity of other relatives, with permission granted by the superintendent.
- E. Unused PTO leave days do not accrue or carry over from year to year. Unused PTO leave days will revert to the employee's accrued sick leave at the end of the year (as of June 30 of a given school year). Sick leave accruals remain subject to the limitations and maximum accruals set forth in Board of Education policies, as may be amended from time to time hereafter by the Board of Education in its sole discretion. Nothing in this Section shall prevent a Bargaining Unit employee from using their personal sick leave for medical issues pertaining to themselves or their family members.

### **Section 8. Excessive Absences.**

The parties agree that for disciplinary purposes, the term "excessive" as related to Bargaining Unit employees' absences shall include all employee absences which are not otherwise protected by State or Federal law, including PTO absences, and shall not exceed the total number of PTO

days awarded per school year (July 1-June 30 of a given year). The employee's supervisor should discuss a concerning pattern of absences prior to discipline being administered. Any Bargaining Unit employee who willfully violates or misuses the leave policies and/or leave plans of the District, or who misrepresents any statement or condition in order to receive benefits allowed by this Article, may be disciplined up to and including termination of employment.

### **Section 9. Inclement Weather Leave.**

- A. Normal Circumstances. In the event of inclement weather or an emergency that causes the schools to close, but administrative offices remain open during inclement weather on a scheduled workday, all twelve (12) month Bargaining Unit employees shall report to work for regularly scheduled shifts unless otherwise notified by the District. If twelve (12) month employees elect not to report to work on these days due to hazardous road conditions, they must account for lost time by use of vacation days or paid time off unless remote work is available and approved by the employee's supervisor. Bargaining Unit employees without sufficient leave accruals to cover such absences will be deemed to be absent without pay.
- B. Severe Circumstances. In the event of inclement weather or an emergency that causes schools and administrative offices to close on a scheduled workday, twelve (12) month Bargaining Unit employees shall not physically report to work. Such Bargaining Unit employees will be compensated for their standard workday and may be required to work remotely if work is available. However, the District may elect to call in certain employees at its discretion to perform the essential functions of their positions, ensuring that appropriate preparations have been made to allow the District to return to normal operations. Employees who are required to work shall be compensated at the rate of twice their straight-time compensation (double time) for time actually worked on these days.
- C. Bargaining Unit employees who are classed as less than twelve (12) months will not be required to work on-site on days closed by the District due to inclement weather whereby the number of workdays and compensation is reduced. The District and the Association agree that providing the opportunity for District Operations to continue is optimal, so allowing opportunities for employee work to continue remotely is ideal. However, if the District deems no remote work is available or remote work requires resources not available to the Bargaining Unit employee, for compensation to be earned for these days, the following options may be utilized as approved by their supervisor:
  - 1. On-site work if requested by the employee and approved by the supervisor;
  - 2. The Bargaining Unit employee upon request and in coordination with their supervisor, makes up the missed time outside their regularly scheduled workday and does not cause them to exceed forty (40) hours in that workweek;  
or
  - 3. The Bargaining Unit employee uses accrued and available PTO leave for such day.

Bargaining Unit employees who are classed as less than twelve (12) months who utilize accrued and available PTO leave as set forth in C (3) will not have such PTO leave counted



against the employee when calculating excessive absences provided the following conditions are met: (1) no remote work is available, (2) no onsite work is requested or approved by the supervisor, (3) no opportunity to make up the missed work time is made available by the District, and (4) the use of PTO leave is the only opportunity for the Bargaining Unit employee to be compensated for the designated work day as defined by the applicable work calendar.

(CONTRACTED EMPLOYEES ONLY) In the course of any school year and at the sole discretion of the Superintendent, the actual contract days required worked may be lower than the number set forth in this agreement due to inclement weather or other circumstances, as permitted by law. If the Superintendent, in their sole discretion, does not require Bargaining Unit members to make up contracted work days, the member's total annual salary will not be altered as a result.

## **Section 10. Holiday Pay.**

### **A. Designated holidays**

1. Exempt 9-month Bargaining Unit members receive the following "Designated Holidays" for purposes of this Agreement: New Year's Day, Thanksgiving Day, and Christmas Day.
2. Non-exempt 9-month or more, but less than a 12-month employee Bargaining Unit members receive the following "Designated Holidays" for purposes of this Agreement: New Year's Eve Day, New Year's Day, Martin Luther King Day, President's Day, Friday of Spring Break, Labor Day, Memorial Day (or) Wednesday prior to Thanksgiving (depending on the current year's work calendar), Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, and Christmas Day.
3. Non-exempt 12-month Bargaining Unit members receive the following "Designated Holidays" for purposes of this Agreement: 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, and Christmas Day. The Wednesday prior to Thanksgiving will be paid as a holiday (depending on the current year's work calendar).

B. Rate of Holiday Pay. A Bargaining Unit employee, when working for the District, shall receive one (1) day of pay for each Designated Holiday in accordance with the requirements set forth in this Article. Holiday pay shall be based on the employee's normally scheduled number of hours per workday and shall be paid at the employee's straight-time rate of pay. Holiday pay shall not be considered to be time worked for the purposes of computing overtime compensation.

C. Designated Holidays Falling on Weekend. When any of the Designated Holidays

fall on Sunday, the following Monday shall be observed as the Designated Holiday. When any of the Designated Holidays fall on Saturday and the schools are not in session the preceding Friday, the Designated Holiday shall be observed on Friday.

- D. Weekend Work During Holiday Weeks. Bargaining Unit employees who work outside their normal schedule on a Saturday and/or Sunday shall be compensated for such weekend work at the rate of one and one-half (1.5) the employee's straight-time hourly rate of pay if the Saturday and/or Sunday occurs during the same workweek as a day celebrated as a holiday, as designated in this Agreement. For purposes of this section, the term "workweek" shall be defined as Monday through Sunday. For example, if a holiday designated in this Article of the Agreement is celebrated on a Wednesday, the employee will be eligible for one and one-half (1.5) of their straight-time compensation for work performed on the Sunday following the day the holiday is celebrated and/or the Saturday following the day the holiday is celebrated.
- E. 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 or 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 medical provider which specifies the nature of the incapacity or illness necessitating the employee's absence from work and is signed and dated by the medical provider.
- F. Work on Specified Holidays. Bargaining Unit employees who are required to work on Christmas Day, Thanksgiving Day, and/or Independence Day shall be compensated at twice their straight-time compensation (double time) for time actually worked on the specified holiday. Work performed on all other days in which the entire District is scheduled to be closed including all other designated holidays as defined above but excluding those stated in Section 9 herein, Bargaining Unit employees will be compensated at the rate of one-and-one-half (1.5) the employee's regular straight-time rate of pay.

## **Section 11. Intentionally Left Blank.**

### **Article 21~Fringe Benefits**

The provisions of Board of Education policies relating to employee fringe benefits, as may be modified hereafter from time to time by the District's Board of Education in its sole discretion, shall be applicable to eligible Bargaining Unit employees. Board of Education policies relating to employee Fringe Benefits shall be consistent with State and Federal law. Eligible Bargaining Unit employees shall be extended these fringe benefits in the same manner and to the same extent as other eligible District employees, including:

### **Section 1. Health Insurance.**

Bargaining Unit employees who are eligible, as defined by the District's Summary Health Plan Document, will be eligible to participate in the District's Employee Health Care Program to the same extent as other District employees. The Association agrees that in the event reasonable and good faith negotiations between the parties fail to result in an agreement concerning the nature and extent of the District's Employee Health Insurance Plan which will be applicable to the Bargaining Unit employees, the ultimate decision on the nature and extent of the District's Employee Health Care Program shall be left to the District's Board of Education.

### **Section 2. Retirement.**

The District will make contributions for all Bargaining Unit employees to the appropriate State of Missouri retirement fund: Public School Retirement System (PSRS) or Public Education Employee Retirement (PEERS).

### **Section 3. Vehicle Usage.**

(i) Personal Vehicles: The District will strive to avoid requiring employees to transport district property on a regular basis between sites in personal vehicles. Employees who are required to utilize their personal vehicle for travel related to work shall be reimbursed mileage at the established IRS rate.

(ii) Patrol vehicles will be designated to patrol officers by the Chief of School Police. To the extent possible and given the availability of patrol vehicles, School Police Officers who are assigned as Patrol Officers responsible for multiple schools and District buildings and/or properties (as opposed to a Site Officer assigned to a single school) will be assigned a patrol vehicle, provided such vehicles are available in the current patrol fleet. Nothing stated herein creates an obligation on the part of the District to purchase or otherwise acquire additional patrol fleet vehicles. Additionally, nothing stated herein creates a duty on the part of the District to provide substitute vehicles in the event a patrol vehicle is temporarily or permanently out of commission and inoperable. The District will strive to maintain the current fleet, in good working order and available for patrol officers. However, should additional patrol officers be added, or should current vehicles be unavailable, the District has no obligation to increase the number of patrol vehicles in the District, nor to replace the current vehicle fleet. The Patrol Officer will be responsible for the inspection, care, and scheduling of routine maintenance through the District for the vehicle they are assigned.

(iii) To increase efficiency and expediency, Patrol Officers may be allowed to take the assigned patrol vehicles home provided the Patrol Officer's residence is within the attendance boundaries of the District or such residence is within ten (10) miles of such boundaries, pursuant to a plan and process developed and implemented by the District.

### **Section 4. Early Separation Notice Incentive.**

- a. Contracted employees (including educator and professional contracts) are eligible to receive the early separation notice incentive.
  - i. \$1000 – Early notice of resignation or retirement is received by the Human Resources

- Department on or before January 5th and the employee works the entirety of the school year.
- ii. \$750 – Early notice of resignation or retirement is received by the Human Resources Department on or before February 5th and the employee works the entirety of the school year.
  - iii. \$500 – Early notice of resignation or retirement is received by the Human Resources Department on or before March 5th and the employee works the entirety of the school year
- b. Non-contracted employees are eligible to receive the early separation notice incentive upon completion of a minimum of one full year of employment at the time of separation.
- i. \$1000 - Early notice of resignation or retirement is received by the Human Resources Department 90+ calendar days prior to retirement or voluntary resignation and the Bargaining Unit employee works the entirety of the school year.
  - ii. \$750 - Early notice of resignation or retirement is received by the Human Resources Department 60-89 calendar days prior to retirement or voluntary resignation and the Bargaining Unit employee works the entirety of the school year.
  - iii. \$500 - Early notice of resignation or retirement is received by the Human Resources Department 30-59 calendar days prior to retirement or voluntary resignation and the Bargaining Unit employee works the entirety of the school year.

#### **Section 5. Sick Leave Payout.**

a. Current Employee. Any eligible Bargaining Unit employee who has accrued more than their maximum accumulations shall annually be compensated for all days in excess at \$100 per day, prorated accordingly. The remittance of payment shall occur at such time as determined by the District.

- i. An eligible 9-month employee may not accumulate more than 190 sick leave days.
- ii. An eligible 10-month employee may not accumulate more than 210 sick leave days.
- iii. An eligible 12-month employee may not accumulate more than 252 sick leave days.

b. Bargaining unit employees who have accumulated sick leave, upon retirement or voluntary resignation with a written notice submitted as follows:

- 30-59 calendar days prior to the effective date, shall be paid \$35 per day in excess of 60 days. The district reserves the right to waive the two-week voluntary resignation notice period.
- 60 plus calendar days or more prior to the effective date, shall be paid \$50 per day in excess of 60 days.

\*Effective date is defined as the last workday identified on the bargaining unit position's work calendar, including any applicable extended days.

## **Section 6. Clothing Allowance.**

The District shall provide 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 unit employees when approved in advance and as outlined below:

(i) Safety Shoes (Facility Services only) - When safety shoes are purchased from sellers designated by the District, the District agrees to reimburse employees in the Bargaining Unit for the cost of one pair of shoes, or one hundred dollars (\$100.00) every two calendar years. 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, they shall reimburse the District for any expenditure made for safety shoes.

(ii) Safety Prescription Glasses (Facility Services only)-the District will reimburse 100% of the cost of safety lenses and frames, up to two hundred dollars (\$200.00) in reimbursement, when the prescription safety glasses are purchased from designated sellers. Plastic safety lenses will be accepted 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.

(iii) Coveralls (Facility Services only)- When bib coveralls are purchased from sellers designated by the District, the District agrees to reimburse employees in the Bargaining Unit for the cost of one pair of coveralls, or one hundred dollars (\$100.00) whichever is less every two (2) calendar years.

(iv) School Police Officers shall receive an annual uniform allowance at the beginning of each fiscal year to purchase and replace School Police Uniforms and Equipment as required by the District. Twelve-month Officers will receive a sum of one thousand eighty-one dollars and fifty cents (\$1081.50). Nine-month Officers will receive a sum of eight hundred twenty-four dollars (\$824.00). Uniforms shall include three (3) short sleeve shirts, two (2) long-sleeve, three (3) pairs of pants, a belt, utility belt, holster, handcuff/handcuff case, mace case, magazine holder, name tag, collar brass, and black leather shoes. Newly hired School Police Officers may receive an advance on the annual clothing allowance in order to purchase required uniforms and equipment prior to the beginning of their employment.

(v) School Police Communications Clerks may periodically request equipment to support their day-to-day work functions and operations, including but not limited to, chairs, desks, workstations, and other equipment. Such requests shall be submitted utilizing the District's identified processes for equipment requests and shall be considered and prioritized along with the other requests received from throughout the District.

(vi) Nutrition Service employees shall receive an annual allowance at the beginning of each fiscal year in the amount of sixty dollars (\$60) for the purchase of non-slip safety shoes. The District requires that Bargaining Unit employees wear nonslip safety shoes on a daily

basis. If the Bargaining Unit employee leaves the District within the first six months of employment, they shall reimburse the District for any expenditure made for safety shoes or such amount will be withheld from the Bargaining Unit employee's final pay, at the District's discretion.

### **Section 7. Death Benefit Payout.**

In the event of the death of a Bargaining Unit employee, the District shall pay all accrued vacation days at their regular rate of pay. PTO and accumulated sick leave shall be paid \$50 per day in excess of 50 days.

## **Article 22~Wages**

### **Section 1. Salary Schedule.**

The Salary Schedule attached as **Exhibit I** shall apply to the Bargaining Unit employees during School Year 2024-25.

- A. Effective July 1, 2024, eligible Unit employees will receive a one (1) step advance on the District's 20-step Salary Schedule.
- B. Bargaining Unit employees shall be compensated in accordance with the negotiated Salary Schedule attached hereto as **Exhibit 1**.
- C. New employees will be awarded up to ten (10) years of prior experience; ten (10) years of experience equates to placement at step 11 on the applicable salary schedule.
- D. Bargaining Unit employees who change Bargaining Unit covered positions within the same salary grade and column will retain their current step placement for calculation of compensation. This provision does not apply to changes in positions that result in modifications in salary grade or column placement advancements within the salary schedule applicable to the Bargaining Unit employees, nor does this provision apply to changes in positions that result in placement in a position outside the Bargaining Unit. Bargaining Unit employees who transfer into Bargaining Unit positions on a lower salary grade or column on their Bargaining Unit salary schedule will retain their current step placement for the calculation of compensation.

### **Section 2. Extra Duty Assignment Pay.**

Extra Duty Assignments include District-sponsored events that occur outside the normal working hours. Volunteers will be utilized first then rotations will be assigned. When assigned to such events, employees will be compensated at their regular rate of pay for all hours worked up to and including forty (40) hours in a work week. Such employees shall be compensated at the rate of one and one-half times (1.5) their regular rate of pay for all hours worked in excess of forty (40) in a given work week.

### **Section 3. Assignment of Extra Work.**

When extra work is required as a result of employee absence(s), workload fluctuation, emergencies, or any other reason, such extra work may be assigned to the regular hourly employees of the affected site by mutual agreement. When overtime and extra work are approved, it shall be equitably assigned among available, qualified employees at a site. This

provision shall not limit the District's right to utilize substitute employees or regular employees from other sites, as it deems appropriate.

#### **Section 4. External Program Duties.**

Additional work outside of regular duties that are associated with external programs shall be compensated as additional pay. The Student Nutrition Director will be notified in advance.

#### **Section 5. Temporary Pay.**

An employee who is temporarily assigned the responsibilities of a higher-paying position shall be paid the higher rate of pay associated with that position. The increase in pay will become effective at the start of the assignment and continue until the temporary assignment ends.

#### **Section 6. Overtime Compensation.**

All work performed by an employee after such employee has actually worked forty (40) hours in any workweek 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 District may not adjust work schedules to compel any employee to work Saturdays, Sundays, or Holidays, except in emergencies.

### **Article 23~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 2024 and shall continue until the 30th day of June 2025, 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 1st day of February 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/PTO leave, leaves of absence, benefit plans, etc.), for the Bargaining Unit.

#### **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 all compensation and economic benefits (such as holidays, sick/PTO leave, leaves of absence, benefit plans, etc.) for the Bargaining Unit. These negotiations may be solely between the Association and the District or may include the representatives of other certified/recognized District employee groups, as agreed by the parties.

## **Article 24~Savings Clause and 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 Association.

### **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 Association expressly waives any right to meet and negotiate concerning any Board of Education Policy and agrees that the District's Board of Education shall be free to promulgate, amend, implement, or repeal any Policy, Guideline, or Resolution without engaging in negotiations concerning such subjects or matters with the Association so long as such policy does not conflict with any provisions of this Agreement.



# EXHIBIT 1

## Proposed 2024-2025 Salary Schedule

Student Nutrition Services Salary Schedule										
Non-Exempt - Per Hour Rates - 260 days unless otherwise noted ()										
Step	F119	F120	F130	F141	F162	F170/F172	F190 F193	F202	F211	F220
1	15.61	15.61	15.92	16.24	17.33	18.11	19.46	20.29	21.13	21.65
2	15.61	15.81	16.17	16.54	17.68	18.51	19.91	20.69	21.58	22.15
3	15.61	16.01	16.42	16.84	18.03	18.86	20.31	21.14	22.03	22.70
4	15.61	16.21	16.67	17.19	18.43	19.21	20.71	21.54	22.53	23.20
5	15.61	16.41	16.92	17.49	18.78	19.61	21.16	21.94	22.98	23.75
6	15.61	16.66	17.22	17.84	19.18	20.01	21.61	22.44	23.48	24.30
7	15.61	16.91	17.52	18.24	19.63	20.41	22.06	22.89	24.03	24.85
8	15.61	17.16	17.82	18.59	20.03	20.81	22.56	23.34	24.53	25.45
9	15.61	17.41	18.12	18.94	20.43	21.26	23.01	23.84	25.08	26.00
10	15.61	17.66	18.42	19.29	20.88	21.66	23.46	24.29	25.58	26.60
11	15.61	18.01	18.82	19.79	21.38	22.21	24.06	24.89	26.23	27.25
12	15.61	18.36	19.22	20.24	21.88	22.71	24.61	25.44	26.83	27.95
13	15.61	18.68	19.61	20.70	22.45	23.22	25.24	26.01	27.46	28.64
14	15.61	19.10	20.08	21.26	23.02	23.84	25.86	26.68	28.18	29.42
15	15.61	19.51	20.54	21.78	23.64	24.41	26.53	27.30	28.90	30.14
16	15.61	19.92	21.32	22.40	24.31	25.08	27.25	28.08	29.74	30.96
17	15.61	20.34	22.09	23.02	24.98	25.75	27.97	28.85	30.57	31.79
18	15.61	20.75	22.86	23.64	25.65	26.42	28.69	29.62	31.41	32.62
19	15.61	21.16	23.64	24.26	26.32	27.09	29.42	30.40	32.24	33.44
20	15.61	21.57	24.41	24.88	26.99	27.77	30.14	31.17	33.08	34.27
Pay Grade	Position									
F119	Lunch Aides									
F120	Nutrition Services Worker I (187)									
F130	Nutrition Services Worker II (187)									
F141	Nutrition Services Worker III (187)									
F162	Cafeteria Supervisor I (187)									
F170	Catering Assistant									
F172	Cafeteria Supervisor II (187)									
F190	Catering Supervisor									
F193	Cafeteria Supervisor III (187)									
F202	Cafeteria Supervisor IV (187)									
F211	Cafeteria Supervisor V (187)									
F220	Cafeteria Supervisor VI (187)									
*Placement: credit will be given up for 10 years of prior experience; 10 years of experience equates to placement at step 11 on the applicable 20-step salary schedule.										
Substitute/Temporary Compensation					Frequency		Amount			
Nutrition Services/Student Worker					Hourly		\$15.61			