

Francis Howell School District & Teamsters Local Union No. 610 Closure Agreement

2023-2026

**Francis Howell
School District**



LEARNING TOGETHER



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AGREEMENT

This Agreement is to be effective July 1, 2023 through June 30, 2026, by and between FRANCIS HOWELL SCHOOL DISTRICT, with its central administrative office located at 801 Corporate Centre Drive, O'Fallon, MO 63368, party of the first part, hereinafter referred to as the "District," and Miscellaneous Drivers, Helpers, Health Care and Public Employees Union No. 610, a local union affiliated with the International Brotherhood of Teamsters (I.B. of T.), party of the second part, hereinafter referred to as the "Union" for the purpose of establishing wages and conditions of employment to be observed between the parties hereto. Unless otherwise mutually agreed by both parties, all language and salary of the Agreement will remain as is during the term of the Agreement. Said negotiations will take place prior to the end of the regular school year.

PURPOSE

WHEREAS the parties hereto desire to cooperate in establishing and maintaining proper and suitable conditions of employment; to establish uniform and equitable terms of employment; to provide methods for a fair and peaceful adjustment of all disputes that may arise between the parties hereto or between or among those represented by the parties and/or who are affected by this Contract; to ensure uninterrupted operations of the District; to promote rules and regulations and to establish and declare policies to ensure proper and ethical conduct of the business and relations between Francis Howell School District and the Union and the Employees.

PREAMBLE

This Agreement has been compiled following negotiations between representatives of the District and the Union.

Within the framework of its statutory authority, consistent with the law, the Board of Education hereby declares this Agreement to be the governing document with regard to salary and other conditions of employment relating to Employees specifically referred to in Article 1, as follows.

ARTICLE 1 - DEFINITIONS

Section 1.1 - "Bargaining Unit": The defined group of employees identified in Section 2.1 of this Agreement represented by the Union in negotiations for a collectively bargained agreement with the District.

Section 1.2 - "Union": Local Union 610, the union elected by employees in the bargaining unit to represent the unit to negotiate a collectively bargained agreement with the District, and affiliated with the International Brotherhood of Teamsters.

Section 1.3 - "District": Francis Howell School District, the Board of Education, and its administration, collectively.

Section 1.4 - “Board” or “Board of Education”: The representative body elected by the registered voters of the Francis Howell School District of St. Charles County, Missouri to exercise general supervision over the schools of the District, and to ensure that the schools are maintained as provided by the state statutes, the rules and regulations of the Missouri State Board of Education and/or the Missouri Department of Elementary and Secondary Education, and the policies, rules and regulations of the District in a manner accountable to the electorate, and responsive to the educational needs and the imposed financial constraints of the District.

Section 1.5 - “Parties”: The District and Local Union 610, collectively.

ARTICLE 2 – RECOGNITION

The District does hereby recognize the Union as the exclusive bargaining representative for employees falling within the definition of the class of employees contained in the petition for recognition, as follows: “all full-time and regular part-time bus drivers and monitors employed by the Francis Howell School District,” and all who may be employed as the same hereafter. The Union was certified as the exclusive bargaining representative of the above described unit by the State Board of Mediation, following an election by those employees in the unit on the 15th day of October, 2019. The Employer will not bargain contracts for any of its Employees in the bargaining unit covered hereby unless it is through a duly authorized representative of the Union.

The Employer will not sponsor or promote, financially or otherwise, any group or labor organization for the purpose of undermining the Union. The Union may provide suitable applicants to the District at any time. However, the District is under no obligation to hire said applicants.

ARTICLE 3 – NEGOTIATION PROCEDURES

SECTION 3.1 - Term of Agreement: This Agreement shall be in effect from July 1, 2023 through June 30, 2026. Unless otherwise mutually agreed by both parties, all language and salary of the Agreement will remain as is during the term of the Agreement. All matters within the scope of bargaining have been negotiated and agreed upon. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the District and the Union. The Parties each voluntarily and unqualifiedly waive any rights which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively during the term of this Agreement with respect to any matter, even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed the Agreement.

SECTION 3.2 - Establishment of Ground Rules: Specific rules for the conduct of the negotiations consistent with policies and parameters established by the Board may be established by agreement of the Parties prior to commencement of negotiations.

SECTION 3.3 - Contract Ratification: All members of the Bargaining Unit shall be permitted a reasonable opportunity to vote on ratification of this Agreement. Before any agreement is provided to the District for consideration, the Agreement must be ratified by a majority of members of the Bargaining Unit. The Union will notify the Board, via the Superintendent, in writing of the outcome of the vote, including documentation of the total number of votes cast for ratification. If ratified by the Bargaining Unit, the Agreement will be submitted to the Board of Education for adoption, modification, or rejection.

Upon ratification by the Bargaining Unit and approval of the Board, the District shall post the current Agreement on the District's website within 60 days.

ARTICLE 4 - DISTRICT RIGHTS AND AUTHORITY

SECTION 4.1 - Agreement Consistency with Board Policy: The Union and the District agree to follow the terms of this Agreement to the extent the terms of this Agreement are consistent with the terms of the Board of Education's Policies and/or Regulations and applicable law. In the event of a conflict or inconsistency in the terms of this Agreement and Board Policies and/or Regulations, this Agreement shall govern. In the event of a conflict or inconsistency in the terms of this Agreement and applicable law, applicable law shall govern.

SECTION 4.2 - District Authority Altered Only by Specific and Express Agreement: It is understood and agreed that the District possesses the right and authority to operate and direct the employees of the District in all respects including, but not limited to, all rights and authority exercised by the District prior to the execution of this Agreement except as expressly and specifically limited in this Agreement. The authority and powers of the District as prescribed by the statutes and the Constitution of the State of Missouri and the United States shall continue unaffected by this Agreement except as expressly limited by the provisions of this Agreement. These rights and authority include, but are not limited to, the following:

- 4.2.1 To determine the District's mission, objectives, and budget and to determine and set all standards of service offered to the public;
- 4.2.2 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, including the right to make, award, amend, and rescind reasonable work rules and standard operating procedures;
- 4.2.3 To delegate authority through recognized administrative channels 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, and to introduce new or improved methods, equipment, and facilities;
- 4.2.4 To establish, modify, or eliminate programs, curricula and/or courses of instruction, including special programs and athletic, recreational, and social events for students;
- 4.2.5 To determine whether to provide or purchase goods and services and to determine the methods, means, and number of personnel needed to carry out the District's mission, all as deemed necessary or advisable by the Board;
- 4.2.6 To hire, assign, direct, and schedule all employees and to determine their qualifications;
- 4.2.7 To determine employee's wages, hours, and conditions for employment or continued employment, subject to the provisions of existing law and the terms of this Agreement;
- 4.2.8 To discipline, discharge, demote, evaluate, promote, transfer or lay off any employee subject to the terms of this Agreement;
- 4.2.9 To determine the academic calendar;
- 4.2.10 To determine the duties, responsibilities, and assignments of those individuals in the

Bargaining Unit; and

- 4.2.11 To prohibit all strikes and picketing of any kind. A strike shall include any refusal to perform services, walk-out, sick-out, sit-in, or any other form of interference with District operations. Any District employee who engages in any strike or concerted refusal to work or who pickets shall be subject to immediate termination of employment.

SECTION 4.3 - Revisions to Agreement, when necessary: The District and the Union recognize that in limited circumstances it may be necessary to revise past practice or Board of Education Policies and/or Regulations during the term of this Agreement. In such cases, the District will share the proposed changes and rationale for said changes with the Union. The parties will work cooperatively to reach consensus on the necessary changes. The Board of Education, however, reserves the right to change Board of Education Policies, or Regulations unless otherwise agreed in this Agreement.

SECTION 4.4 - District Authority in the Event of a Budget Shortfall: The District, in the event of a budget shortfall significant enough to justify the need to modify the economic terms of the Agreement, shall notify the Union of said shortfall and shall provide a period of thirty (30) days during which the District and the Union shall bargain over any necessary adjustments to the economic terms of the Agreement. If, at the end of the thirty (30) day period, the Parties have been unable to agree upon modifications that meet the District's requirements, the District's Board of Education shall act in good faith to make necessary adjustments to the Agreement on its own authority.

ARTICLE 5 - INDIVIDUAL AND UNION RIGHTS

SECTION 5.1 – Membership: Employees in the work unit defined herein have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Union or to refrain from any such activity.

SECTION 5.2 - Transportation Advisory Committee: The Transportation Advisory Committee will provide a forum for communications to deal with select matters of mutual concern during the term of this Agreement. The committee will be subject to the following guidelines:

- 5.2.1 The committee will consist of the District's Director of Transportation, a member of the District administration appointed by the Superintendent, four members from the Union and four additional drivers or monitors elected at large. Members representing the Union shall be appointed by the Union. Members representing drivers and monitors at large will be appointed through an election among all drivers and monitors. The District's Director of Transportation may establish rules and procedures for the proper functioning of the committee.
- 5.2.2 Committee meetings shall occur at least once a month during the months of September through May. The committee will otherwise meet as needed, as determined by the District's Director of Transportation.
- 5.2.3 Committee meetings will not be considered contract negotiations, and no negotiation shall take place during such meetings.

ARTICLE 6 – REPRESENTATION

The District recognizes the right of the Union to designate stewards and Alternates from the District's seniority list if needed. An Alternate can act only in the absence of a designated steward.

The authority of Shop Stewards and Alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of this Agreement;
2. The collection of dues when authorized by appropriate Local Union action and in accordance with the provisions of this Agreement.
3. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its Officers, provided such messages and information:
 - a. have been reduced to writing; or
 - b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to repair, or drive any equipment, or any other interference with the District's business.

The District recognizes these limitations upon the authority of Shop Stewards and their Alternates. The District in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized action contrary to the provisions of this Agreement.

The Shop Steward will be permitted reasonable time in accordance with District Policies and Regulations to investigate, present and process grievances within the regular schedule of the Shop Steward, provided there is no interference with school bus runs, or with the proper performance of the duties of the employees in participating in all meetings with the District over the resolution of grievances or other District business. The Shop Steward shall not suffer a loss in work opportunity and/or pay due to meetings or hearings scheduled by the District.

No Shop Steward shall make any decision with the Employer which conflicts with the terms and provisions of this Agreement.

The Union reserves the right to remove the Shop Steward at any time for the good of the Union.

Union representatives shall notify the designated District representative when visiting the District's premises. The union representative shall be allowed to transact necessary business, provided there is no interference with work, in carrying out such union responsibilities and shall comply with all applicable District Policies, Regulations, and other rules regarding visitors to District property.

ARTICLE 7 – NON-DISCRIMINATION

The District shall not discriminate against any shop steward, representative or member of the Union because of his/her activities in carrying out their duties as such. No officer, representative, shop steward or member of the Union shall be exempt from reasonable District rules and regulations, from the authority of the supervisors or from the provisions of this Agreement.

The District and the Union agree that they will not discriminate against any employee or applicant for employment for or on account of their affiliation or activities with the Union or their non-affiliation or non-union activities, or because of race, color, national origin, ancestry, religion, sex, sexual orientation, gender identity, disability, age, genetic information, or any other characteristic that is protected by law.

ARTICLE 8 – DEFINITIONS AND CLASSIFICATIONS

- Full-Time Driver A driver who is employed as either a standby or route driver and works a minimum of 5 hours per day.
- Sub Driver/Monitor An employee hired to fill routes, field trips, or other related duties, as needed. This employee may drive/monitor routes or perform other bargaining unit work assignments when requested by management, consistent with the terms and conditions of this Agreement.
- Monitor An employee hired to support students on a run(s).
- 3 Tier Three (3) runs transporting students to three (3) schools.
- 2 Tier Two (2) runs transporting students to two (2) schools.
- 1 Tier One (1) run transporting students to one (1) school.
- Average Daily Hours For purposes of holiday, personal leave days, paid leave days, jury duty, bereavement leave and other compensated days off provided for within this Agreement, scheduled hours for full-time drivers and monitors shall be defined as:

All full time drivers and monitors will receive seven (7) hours for any paid leave.
- Route One run or combination of runs which when combined constitutes either an AM/PM and/or Mid-day work assignment.
- Trips Transportation of students from one destination to another as a group accompanied by a sponsor or teacher.
- Working Day Refers to school days, Monday through Friday, per the identified days on an employee’s work calendar.
- Emergency Trips Any trip which is arranged less than twenty-four (24) hours in advance of departure, as well as those that aren’t covered in the normal process due to extenuating circumstances that warrant immediate response.

The District may utilize the first available driver(s) for an emergency trip. If more than (1) driver is available, the senior driver may accept or decline the trip. Provided, however, that if no one accepts the trip, it may be assigned by the District to the lowest seniority driver available.

Driver Trainer..... Drivers who train prospective new employees in all aspects of the job including classroom instruction and re-certification of current employees.

ARTICLE 9 - COMPENSATION

SECTION 9.1 - Salary Schedules: The Salary Schedules attached hereto as Exhibits A and B are incorporated by reference into this Agreement as if fully set forth herein.

SECTION 9.2 – Benefits: Members of the Bargaining Unit will receive benefits, including holidays and insurance, in accordance with the Policies and Regulations of the District’s Board of Education.

For the 2023-2024, 2024-2025 and 2025-2026 school years, the **School Bus Driver salary schedule** will be revised to eliminate steps. New, unexperienced drivers will start at the following entry level wages:

2023-2024: \$21.00

2024-2025: \$22.00

2025-2026: \$23.00

New, unexperienced Drivers must complete the school year in which they are hired at the entry level rate. When Drivers return for the new school year, they will earn the experienced hourly rate of pay.

2023-2024: \$26.10

2024-2025: \$26.54

2025-2026: \$27.00

For the 2023-2024, 2024-2025 and 2025-2026 school years, the **School Bus Monitor salary schedule** will be revised to eliminate steps. New, unexperienced monitors will start at the following entry level wages:

2023-2024: \$15.50

2024-2025: \$15.75

2025-2026: \$16.00

New Monitors must complete the school year in which they are hired at the entry level rate. When Monitors return for the new school year, they will earn the intermediate hourly rate of pay.

2023-2024: \$16.50

2024-2025: \$16.75

2025-2026: \$17.00

Intermediate Monitors must complete one school year at the intermediate rate of pay. When Monitors return for the next school year, they will earn the experienced hourly rate of pay.

2023-2024: \$18.79

2024-2025: \$19.06

2025-2026: \$19.32

ARTICLE 10 – CHECK-OFF

Section 10.1: The District agrees to deduct from the pay of all employees who are Union members covered by this Agreement, current monthly dues during the month for which the payment is due to the Union, and further agrees to remit to the Secretary Treasurer of the Union all such deductions within ten days after the end of the month for which the deduction was made, provided a signed authorization card has been furnished by the Union to the District, signed by the employee involved, authorizing the making of such deduction.

Section 10.2: No deduction shall be made which is prohibited by applicable law.

Section 10.3: The Union shall submit to the District each pay period an itemized statement of dues, to be deducted for such pay period from the pay of each member listed working for the District for whom the Union has furnished the District with written authorization. Furthermore, the District agrees to provide a general information card to new employees at new employee orientation. The Union will have access to information regarding all new hires, resignations and retirees from the monthly report posted on BoardDocs. The District will provide to the Union the names of any driver or monitor who is terminated.

Section 10.4: The District shall not be responsible for continuing efforts to deduct dues that remain unpaid because the amount is unavailable for deduction. The District will not maintain records of accounts in arrears or make any effort for such subsequent deductions. The Union is responsible for all attempts to collect dues that are indicated as unpaid on the monthly itemized statement.

Section 10.5: The District agrees to deduct from the pay of all employees covered by this Agreement, voluntary contributions to teamster Joint Council 13 D.R.I.V.E. Teamster Joint Council 13 D.R.I.V.E. shall notify the District of the amounts designated by each contributing employee that are to be deducted from their paycheck per pay period. The Employer shall remit to D.R.I.V.E Joint Council 13 Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, and the amount deducted from the employee's paycheck. The District will work with the Union to provide additional requested information, provided that a reasonable basis is given for the request and that it is information the District is legally permitted to provide.

Section 10.6: The Union agrees to indemnify and hold the District harmless against any claim or liability arising from the administration of these check-off provisions.

ARTICLE 11 - SENIORITY

Section 11.1: Seniority shall be defined as the employee's continuous length of service while working for the District. For seniority purposes, the District will use the date and time established recorded by the Human Resources Department when the employee completed all requirements in order to begin working in their accepted full-time position and attended new employee orientation. If multiple drivers complete all requirements at the same date and time, the date and time when the driver passed the CDL test will be utilized. If multiple monitors complete all requirements at the same date and time, the date and time the monitor was invited to attend orientation will be utilized.

Section 11.2: There shall be two (2) seniority lists, one (1) for drivers and one (1) for monitors.

The District agrees to furnish the Chief Steward and the Union with an up-to-date seniority list upon request.

Section 11.3: A new employee shall be considered as probationary and work under the provisions of this Agreement for a period of ninety (90) calendar days from the date of hire. This ninety (90) day period may be extended upon mutual agreement between the Union and the District.

During the probationary period, the District may discharge, layoff or transfer a probationary employee without cause in its sole discretion, and such action shall not be subject to the grievance procedure.

Section 11.4: The District and the Union agree to follow Board Policy/Regulation 4740SU when a reduction in force is necessary.

Section 11.5: The term "continuous service" as used in this Article shall be so construed that absences from employment due to illness, accident, family deaths, authorized leave of absences, absences due to other provisions of this Agreement or layoffs by the District due to lack of work or for other causes shall not cause a break in the meaning of the word "continuous" for the purposes of computing seniority, pay rates, and other provisions of this Agreement.

Section 11.6: An employee shall lose all seniority rights for the following reasons:

- (a) If he/she is discharged for just cause;
- (b) If he/she is absent from work for three (3) consecutive working days without notification to the District unless physically unable to do so;
- (c) If he/she fails to return to work from leave or when recalled within ten (10) calendar days after receipt of a registered or certified letter mailed to his/her last known address as shown on District records, provided the employee is physically able to do so;
- (d) if he/she is absent for illness or injury, including a workers' compensation injury, in excess of twelve (12) months, unless additional leave is granted by the District;
- (e) if he/she is absent from work due to layoff for twelve (12) months.

ARTICLE 12 – JOB OPPORTUNITIES AND BIDDING PROCEDURES

Section 12.1:

Seniority shall apply and prevail at all times concerning preference related to conditions of employment, such as, but not limited to, starting times, job preference, weekend work, etc., provided the employee is

qualified to perform the available work, unless specific terms to the contrary are outlined elsewhere in this Agreement.

1. Route bidding shall be conducted a maximum of two (2) weeks prior to the start of each school year, subject to receiving route approval from the District. The District shall be responsible for notifying the employees of the dates and schedules for route bidding.
2. All routes will be bid on a seniority basis. Employees will have two (2) days to review routes, prior to route bid day commencing.

Route view, bidding, and dry runs will not be scheduled more than two weeks prior to the first day of school.

Employees will be scheduled three (3) minutes each for route selection, in seniority order.

Any driver/monitor who does not present themselves at the scheduled bid time will be allowed to exercise their seniority and select from the remaining open routes at the time they arrive. If an employee is unable to bid in person, he/she may do so through a written proxy provided to the manager.

- a. Routes are to be bid as an AM/PM work assignment indicating vehicle assignment.
- b. Bid sheets will indicate at which location the route is domiciled.
- c. Available mid-day routes will be bid separately from AM/PM routes, provided, however, that selection of a mid-day route as part of the entire work assignment does not put an employee in an overtime status. Once the mid-day routes have been through the seniority list one time, employees can bid on the route and go into overtime status. All mid-day bids will remain part of the employee's work assignment for the entire school year.
- d. After initial route selection(s) at the beginning of the school year, routes that are vacated or are newly created (an "open route") shall be posted for bid and awarded on seniority basis. Each employee shall be limited to one (1) open bid in a school year after the initial bid. Bids shall be posted for three (3) working days and awarded in seniority order. The posting shall state the time and date posted, the starting date of the new route, as well as the time and date it will be removed. After the initial open route is filled, the route(s) vacated by the successful bidder shall be posted and made available for bid. A maximum of three (3) routes, including the initial open route, may change through the bid process. After the maximum number of changes is reached, the vacated route will be awarded to the next available full-time employee not currently assigned to a route.
- e. All routes and bus assignments are subject to change as deemed necessary by the Director of Transportation. When a bid route is modified, as measured by an increase or reduction in pay of thirty (30) minutes or more per day, the affected employee may choose one of the following options below within three (3) days of the modification.
 1. Keep the route as modified.
 2. Bid on an open route or open stand-by position.
- f. If an additional run must be added after bid day, it will be offered to the available drivers in seniority order. If not accepted, the least senior driver with availability will be required to work the additional run.
- g. If a run is eliminated from a route, the driver may elect to serve as a stand-by during that time slot.
- h. Drivers may bid on additional bus monitor positions for mid-day routes if additional routes remain after monitors complete the route bid process, provided, however, that the additional assignment does not put the employee into overtime status. Once the monitor routes have been through the seniority list one time, drivers can bid on the route and go into overtime status.
- i. If an employee has not taken their physical or dexterity test due to their own negligence, they will not be allowed to bid in their seniority order at bid time.
- j. If an employee is under a doctor's care and not released to work at bid time, they will still be allowed to bid in seniority order.

- k. Should an employee be out for greater than sixteen (16) weeks consecutively, their route will be put up for bid. When the employee returns, they will bid on an open route or remain a stand-by driver for the same number of hours as their original route.

Section 12.2 – Trips

All practices regarding Trips, summer work, and extra work are outlined within the Transportation Advisory Committee handbook and will be reviewed annually.

ARTICLE 13- DISCIPLINE, DISCHARGE OR SUSPENSION

Section 13.1:

No employee shall be discharged or disciplined without just cause.

Section 13.2:

An employee may request a Shop Steward be present during any meeting with an employee which could reasonably result in discipline.

The District agrees to adhere to the following recognized process of progressive discipline for related acts before discharge, in accordance with Board Regulation 4835SU.

1. Oral Warning;
2. Written Reprimand;
3. Recommendation of Disciplinary Action

The District is not required to follow progressive discipline in the event the District believes the employee's actions do not warrant progressive discipline. In such exceptions, the District has the burden to establish that the recognized process of progressive discipline need not be applied.

All warning notices shall be reduced to writing and hand delivered to the affected employee. Such notices may be sent by certified mail to the employee's last known address if no other reasonable means of serving is available.

Section 13.3:

Employees must be notified of suspensions and/or terminations in person if possible and by written notice, stating reason for suspension and/or termination.

Personnel files may be viewed in the District's Human Resource Department. Employees may request documents be removed from their personnel file after one year of the material being placed in the file.

ARTICLE 14 – ON THE JOB INJURY, SERVE AS WITNESS

Section 14.1:

Whenever an employee is unable to complete a day's work because of injury in the line of duty, they are to receive no less than their earnings for that day. Moreover, in the event an employee is required to receive medical attention on the date of the injury, the District will pay the employee for their average daily hours. If the time spent seeking medical care exceeds their normal average daily hours, the employee will be paid up to a maximum of 8 hours of pay (inclusive of the average daily hours) for the day. Employees will be required to provide time stamped documentation from the medical provider showing the arrival and departure times.

Section 14.2:

Any employee required to serve as a witness in any matter pertaining to the business of the District shall be compensated for all time involved at the appropriate rate of pay.

ARTICLE 15– MAINTENANCE OF STANDARDS

Section 15.1: During the term of this Agreement, and subject to the provisions of Section 4.4 of this Agreement, it is understood that all conditions of employment relating to wages, hours of work, overtime differentials, bonuses, other benefits or forms of compensation and general working conditions shall be maintained. The District may change the terms of this Agreement if necessary to comply with state or federal laws.

Section 15.2: It is agreed that the provisions of this Article shall not apply to inadvertent or bona fide errors, such as clerical or typographical errors, made by the District or the Union in applying the terms and conditions of this Agreement. In no event shall it apply to errors, the correction of which may be substantive or where the Union and District disagree that an error was made. If the Union or the District are at an impasse regarding a substantive error, both parties shall meet to discuss the error. If a mutually acceptable resolution cannot be reached, then the District’s Board of Education shall act in good faith to make the necessary adjustments to the Agreement to correct the error.

ARTICLE 16 - HOURS OF WORK

Section 16.1:

The normal hours of work shall be five (5) days per week, Monday through Friday unless interrupted by non-attendance days in accordance with said school calendar or emergency closing.

For purpose of calculating payroll and/or overtime, the work week shall be defined as starting on Sunday and ending on Saturday of each week, unless mutually agreed to otherwise between the Union and the Company.

Section 16.2:

All full-time drivers/monitors will be paid a minimum of five hours per day or actual time worked, whichever is greater. Included in the five hour guarantee is twenty minutes for pre-trip and post-trip inspections.

If the mid-day route or shuttle is not included in the driver’s regular route, drivers/monitors will be paid a minimum of one and one-half hours or actual time worked, whichever is greater.

The above guarantee hour provisions apply to early release and half-day student attendance days.

Drivers/monitors who bid a route with a school calendar different from Francis Howell are responsible for adhering to that school’s specific calendar. In the event the Francis Howell School District is not in session but the other school is in session, drivers/monitors will be paid a minimum of two hours per day or actual time worked, whichever is greater. If the driver/monitor does not want to work during the Francis Howell break, and coverage can be found, the driver/monitor will not be penalized for taking the time off. If coverage cannot be found, the driver/monitor is required to work. In the event the other school is not in session, and the Francis Howell School District is in session, drivers/monitors will remain on the clock as a standby in order to meet their average daily hours.

Trips shall be paid for actual time worked in addition to the initial guarantee(s), at the employee's applicable hourly rate when said trip is adjacent to their normal route. When the trip is not adjacent to their normal route, the driver will be paid a minimum of two hours or actual time worked, whichever is greater.

Full-time drivers and monitors may leave following the completion of their assignment if under hourly guarantee and will be paid the full guarantee. Drivers who bid on standby routes are expected to stay clocked in until the completion of their assigned shift.

When covering a section of another route, the driver will be paid for any additional time that is required to complete the route.

Section 16.3:

Employees who work in excess of forty (40) hours in any one week shall be paid time and one-half (1-1/2) at the employee's applicable rate for time over forty (40) hours per week.

All hours worked under the terms and conditions of this Agreement will be compensated according to Board Regulation 4505SU.

Section 16.4:

During emergency school closings, a two-hour guarantee will be paid to any driver/monitor whose route is scheduled to leave within thirty minutes of the time when the School Messenger call is sent.

Should a non-adjacent trip be cancelled within thirty minutes of the scheduled departure time, the employee will be paid a minimum of two hours.

Section 16.5:

Drivers and monitors shall be paid at one and one-half (1-1/2) times their regular pay rate for any hours they are required to work on a holiday in addition to the holiday payment for that day. Drivers/monitors will be paid a minimum of two hours or actual time worked, whichever is greater.

Section 16.6:

Drivers/monitors will be paid at their route hourly rate a minimum of one hour or actual time worked, whichever is greater, for attending mandatory safety meetings. An employee who fails to attend mandatory meetings will be subject to disciplinary action unless the employee makes up the meeting within the same calendar month.

Employees shall be compensated for attending other required meetings at the employee's regular hourly rate.

Section 16.7:

Employees with a built in mid-day route may request up to two penalty free opportunities to have their mid-day route covered to attend doctor's appointments. The employee can choose to use sick time or be unpaid without discipline. A doctor's note will be required to verify the absence. The absence will deduct a break bank day.

ARTICLE 17 – INCENTIVE OPPORTUNITIES

Drivers and monitors who maintain good attendance may earn up to a total of fifteen (15) additional paid days within a school calendar year. All returning full-time drivers and monitors will receive a bank of 15 days annually that will be paid out over four (4) qualifying periods. Employees will be eligible for

up to four (4) paid incentive days during each of the first three (3) qualifying periods. Drivers who wish to save their earned break days to be paid in a later qualifying period should put their request in writing. Any unused, earned paid incentive days will be paid in the final qualifying period each year.

In order to be eligible, the employee must be employed as of the first day of each incentive period in which the perfect attendance goal was achieved. The break bank will be prorated for newly hired employees.

- If hired on or before September 30, 15 break bank days will be available to the employee.
- If hired between October 1 and November 30, 11 break bank days will be provided.
- If hired December 1 – February 28, 7 break bank days will be provided.
- If hired after March 1, 3 break bank days will be provided.

Any individual absence greater than thirty (30) minutes taken at any time for any reason will eliminate the payout of one attendance incentive day. This includes sick, personal, dock, bereavement, jury duty, FMLA, any approved leave of absence, etc. Incentive days will be paid out at seven (7) hours per day.

Drivers who have no preventable accidents may earn up to a total of two (2) additional paid days within a school calendar year. Employees will be eligible for up to one (1) paid incentive day during each of the two (2) qualifying periods each year as determined by the Transportation Advisory Committee on an annual basis. In order to be eligible, the employee must be employed as of the first day of each incentive period in which the preventable accident free goal was achieved. Incentive days will be paid out at seven (7) hours per day.

ARTICLE 18 – PERSONNEL LEAVES

Section 18.1: Personnel Leaves

The District and the Union agree to follow the provisions outlined in Board Policy/Regulation 4320GE regarding specific leaves of absence.

Section 18.2: Medical Leaves:

The District and the Union agree to follow the provisions outlined in Board Policy/Regulation 4321GE regarding family and medical leave.

Section 18.3: Maternity Leave/Non-paid Leave for Child Rearing:

The District and the Union agree to follow the provisions outlined in Board Policy/Regulation 4322GE regarding childcare and extended family care leave.

Section 18.4: Leaves for Union Activities

The District agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee(s) designated by the Union to attend a labor convention or to serve in any capacity on other official Union business, provided forty-eight (48) hours written notice is given to the District by the Union, specifying the length of time necessary.

The Union agrees that in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the District's operation due to a lack of available employees.

Section 18.5: Sick Leave

Transportation employees who work 25 hours per week or more shall receive the hourly equivalent of 11 paid days (77 hours) of sick leave per school year based upon a set amount of 7 hours per day.

These hours will be maintained in an individual sick leave account for each employee. Unused hours will roll over each year as sick leave for the next school year.

Employees may accumulate a maximum of the equivalent of 100 days (700 hours) of sick leave in their individual sick leave account at any one time. Employees hired after the start of the school year will have their sick leave pro-rated.

Upon retirement from FHSD, the District will convert any remaining sick leave hours into days based on seven hours per day. The District will pay out \$75.00 per day (7 hours) for up to 75 unused sick days.

Employees may take the equivalent of up to three personal days with pay per school year to be deducted from the accumulated hours in their sick leave account. Requirements for the use of personal hours are outlined within Board Regulation 4320GE. Unused personal hours will remain in the employee's sick leave account.

ARTICLE 19 – HOLIDAYS

The District and the Union agree to follow the provisions outlined in Board Policy/Regulation 4330SU regarding holidays. Holidays will be noted on the annual work calendar for drivers/monitors and will include no less than ten (10) paid holidays.

ARTICLE 20 – GRIEVANCE PROCEDURES

Section 20.1: A grievance shall be defined as an assertion by an employee or group of employees that there has been a violation, misinterpretation, or misapplication of Board of Education Policies or Regulations. A grievance is not applicable to decisions for which statute provides a means of resolving disputes, i.e., nonrenewal, termination and reduction in force. The action of the Board of Education itself shall not be considered a matter subject to grievance within this grievance procedure.

Section 20.2: The District and the Union agree to follow the specific grievance procedures as outlined in Board Regulation 4850SU.

ARTICLE 21 – EXAMINATION AND IDENTIFICATION

Section 21.1: The cost of the annual physical shall be paid for by the District.

Section 21.2: An employee, whose physical is not cleared and needs to get a statement from his/her doctor in order to work, will do so at their own expense and on their own time.

Section 21.3: If the District requires an employee to see a doctor chosen by the District, the District will pay for the doctor visit.

Section 21.4: When an employee is called for a random drug and/or alcohol test, the District will notify the employee at the end of their AM shift and the test must be completed before their next work assignment. The District will compensate the employee for one hour at their normal rate of pay when an employee is called for any drug and/or alcohol test.

ARTICLE 22 – EQUIPMENT, ACCIDENTS, REPORTS

Section 22.1: Under no circumstances will an employee be required or assigned to engage in an assignment involving dangerous conditions of work, such as, but not limited to, danger to person, property or in violation of any applicable statute or court order, or in violation of a government regulation relating to safety of person or equipment.

The District shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or properly equipped within the meaning of safety as prescribed by law. It shall not be a violation of this Agreement for employees to refuse to operate such equipment unless such refusal is unjustified.

Section 22.2: All employees who operate vehicles shall perform pre- and post-trip operative checks of the vehicle to ensure proper safety and maintenance, to be documented online via the pre-trip/post-trip inspection report. The District shall provide, upon request by an employee, a copy of the form used for the purpose of writing up unsafe conditions and/or equipment repairs that are, in the employee's opinion, necessary. Mechanics shall use said forms to document work completed.

Section 22.3: New drivers/monitors shall receive/perform on-the-job training before assuming runs/routes.

Section 22.4: Drivers/Monitors shall be given notice of any particular documented medical condition of a student that could affect the care of said student or the safety of other students, bus drivers or monitors, provided information is given to the District and distribution of this information is not otherwise prohibited by state law or regulation.

Section 22.5: Any employee involved in an accident or incident shall immediately report said accident/incident and any physical injury sustained in writing on forms furnished by the District and shall turn in all available names and addresses of witnesses to the accident or incident. Reports are to be made out on District time at the applicable hourly rate and guarantees.

Section 22.6: Employees shall not be responsible for vehicles not properly equipped to comply with State or Federal motor vehicle requirements and shall be promptly reimbursed for any fines incurred as a result thereof.

ARTICLE 23 - SEPARABILITY AND SAVINGS

If any ARTICLE or Section of this Agreement or any amendment thereto should be held invalid, or in conflict with any Federal or State Law, the balance of this Agreement or amendments thereto shall not be affected thereby and shall continue in full force and effect.

Should any ARTICLE or Section be held invalid, or in conflict with any Federal or State Law, the parties affected shall immediately enter into negotiations for the purpose of arriving at a mutually satisfactory agreement regarding such ARTICLE or Section. The parties will continue to negotiate until the last, best and final offer is provided in accordance with the law. In the event the parties cannot reach agreement, each party will have an opportunity to present their proposal to the Board of Education. The Board of Education will have the ability to accept, reject or modify either proposal. The Board of Education's decision will be final and will be incorporated into the Agreement.

ARTICLE 24 - MISCELLANEOUS PROVISIONS

1. The District shall provide Workers' Compensation protection for all employees.
2. Should the District require any employee to be Bonded, any premiums involved shall be paid by the District.
3. Employees will be required to wear a safety vest and ID badge, which the District will furnish without cost to the employees.
4. Employees will be permitted to display the Union insignia on the wearing apparel at their own expense.
5. The District will abide by applicable law regarding garnishments.
6. The District shall provide a bulletin board at the main terminal and annex for the exclusive use of the Union.
7. A seniority list of employees arranged in the order of their dates of employment and classifications shall be displayed on the bulletin boards at all times.
8. No employee will be required to use personal vehicles to transport students.
9. Driver trainers who maintain their licensure and qualifications shall receive such training work based on the length of their continuous service in the performance of such duties.
10. This Agreement shall be subject to and interpreted in accordance with the laws of the State of Missouri.
11. This Agreement may be executed in two (2) or more counterparts and all counterparts so executed shall for all purposes constitute one agreement, binding upon all parties.
12. The District will add time to the new hire check list for a Teamsters representative to meet with new employees during their training period.

ARTICLE 25 – TERMINATION OF AGREEMENT

This Agreement shall remain in full force and effect from Ratification through the 30th day of June 30, 2026.

IN WITNESS THEREOF, the parties hereto have signed and executed this and several copies this day of March 30, 2023.

LOCAL UNION 610

BY: _____
Secretary-Treasurer, Local Union 610

FRANCIS HOWELL SCHOOL DISTRICT

BY: _____
President, Board of Education

BY: _____
Secretary, Board of Education