

# **JOINT RESOLUTION**

**LOCAL 610**  
Maintenance & Warehouse

**Special School District  
Board of Education**

and

**Miscellaneous Drivers,  
Helpers, Health Care, and  
Public Employees**

**Local NO. 610**

**Affiliated with the I.B of T.**

July 1, 2023 - June 30, 2026

Language & Salary

# TABLE OF CONTENTS

	<u>Page</u>
CONTRACT	1
INTRODUCTION	2
PURPOSE	3
PREAMBLE	3
ARTICLE 1 RECOGNITION	4
ARTICLE 2 MAINTENANCE OF STANDARDS	5
ARTICLE 3 REPRESENTATION	6
ARTICLE 4 UNION DUES	7
ARTICLE 5 GRIEVANCE PROCEDURE	8
ARTICLE 6 SUSPENSION OR DISCHARGE	9
ARTICLE 7 SENIORITY AND REDUCTION IN FORCE	11
ARTICLE 8 WORK SCHEDULES, OVERTIME COMPENSATION	13
ARTICLE 9 HOLIDAYS	15
ARTICLE 10 VACATION	17
ARTICLE 11 LEAVE OF ABSENCE	19
ARTICLE 12 WORK PRACTICES/CONDITIONS	26
ARTICLE 13 GENERAL PROVISIONS	28
ARTICLE 14 WAGES	32
ARTICLE 15 JURISDICTION	39
ARTICLE 16 MISCELLANEOUS PROVISIONS	40
ARTICLE 17 ABSENTEEISM/CALL-INS	41
ARTICLE 18 RECOGNITION OF DISTRICT'S RIGHTS	42
ARTICLE 19 DURATION OF CONTRACT	43

## **CONTRACT**

This Contract to be effective July 1, 2023, by and between SPECIAL SCHOOL DISTRICT BOARD OF EDUCATION located at 12110 Clayton Road, St. Louis, Missouri 63131, hereinafter called the "Employer," party of the first part, and Miscellaneous Drivers, Helpers, Health Care and Public Employees Local No. 610, affiliated with the I.B. of T. or its affiliated successors, party of the second part, hereinafter called the "Union" for the purpose of establishing rates of pay, wages, hours of work, and conditions of employment to be observed between the parties hereto.

**INTRODUCTION**

The following articles have been agreed upon between the duly designated representatives of the Board of Education of the Special School District of St. Louis County and representatives of the Miscellaneous Drives, Health Care and Public Employees Local No. 610, affiliated with the I.B. of T. The undersigned hereby submit these agreed articles to the Board of Education as a joint resolution and recommend its adoption.

Pursuant to the above, the Board of Education of the Special School District of St. Louis County, this June 27, 2023, has approved by resolution the following salaries, benefits and other terms and conditions of employment for the members of said bargaining unit.

BOARD OF EDUCATION TEAM

ASSOCIATION REPRESENTATIVES

*Philip Boyd*

*David D. Thacker*

*Sam Zahra*

*Scott Motheris*

*Tracy K. Barosa*

*Dustin Brij*

*[Signature]*

*6-30-2023*

*6-30-2023*

Date of Signing

Date of Signing

## **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 and conditions of labor satisfactory to the Board of Education and employees; to provide methods for fair and peaceful adjustments 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 insure uninterrupted operations of the Employer; to promote rules and regulations and to establish and declare policies to insure a proper and ethical conduct of the business and relations between the Special School District and the Union and the Employees. Nothing in this Section prohibits the Employer from unilaterally modifying and/or rescinding language contained in the Contract, to the extent and in the manner permitted by the laws of the State of Missouri.

## **PREAMBLE**

This contract has been compiled following a bargaining process between representatives of the Employer and the Union. Within the framework of its statutory authority, consistent with the law, and without in any way waiving its rights under the law, the Board of Education hereby declares this Contract to be policy with regard to salary and other conditions of employment relating to Employees specifically referred to in Article 1, to be as follows:

## **ARTICLE 1 RECOGNITION**

The Employer does hereby recognize each appropriate bargaining unit of the Union, its agents, representatives or affiliated successors as the exclusive bargaining representative for all warehousing and maintenance Employees presently employed by Special School District and all who may be employed hereafter. The Employer will not bargain policies or Contracts for any of its Employees in the bargaining unit covered hereby unless it is through duly authorized representatives 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. Nothing in this Article prohibits the Employer from unilaterally modifying and/or rescinding language contained in the Contract, to the extent and in the manner permitted by the laws of the State of Missouri.

Notwithstanding any article and/or provision and/or section of this Contract and any language contained therein, the Employer has the absolute right to unilaterally modify and/or change and/or rescind any language contained in the Contract and its articles, provisions, sections using the same legislative process utilized when the Contract was accepted, to the extent and in the manner permitted by the laws of the State of Missouri. The language in this particular provision is the most specific language in the Contract and it supersedes and controls any and all other language contained in any other article, section, portion and/or provision of this Contract and its addenda.

## **ARTICLE 2 MAINTENANCE OF STANDARDS**

It is understood that all conditions of employment relating to wages, hours of work, overtime differential, bonuses, fringe benefits and general working conditions shall be maintained. The Employer may change terms of employment if necessary to comply with state law and budget constraints.

2.1 This Joint Contract summarizes the entire discussion between the Special School District and the Local. The parties acknowledge that during the discussions that resulted in this Joint Contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter allowed under the law.

2.2 Upon mutual agreement to discuss the topic, the District and the Local may bargain over proposed changes to this Joint Contract during its term. All terms and conditions of employment not covered by this Joint Contract remain within the discretion of the District's rights under Article 19 Administrative Rights as set forth herein, subject to the requirements of law.

## **ARTICLE 3 REPRESENTATION**

### Section A.

The Union shall be represented by shop stewards, two shop stewards per bargaining unit, selected as determined by the Union; provided, however, that Special School District shall provide compensation to only one bargaining representative per unit for bargaining sessions during regular work hours. Stewards' names shall be certified in writing by the Union to the Employer within ten (10) days after selected. At Step 1 of the grievance procedures a steward may meet with the manager when necessary to consider grievances without loss of pay for time rendered, but the steward's work duties must be adequately covered.

### Section B.

Authorized representatives of the Union may have access to Employer's premises in order to have access to the employees during the Employees' lunch or break time, provided that such representatives notify the Employer representative of their presence upon arrival and receive approval to be on the premises at that time.

### Section C.

Joint conferences between the representatives of the Employer and the representatives of the Union shall be held when the Employer believes they are necessary to discuss wages and other conditions of employment affected through changes of Contract and policy which affect the Bargaining Units covered by this Contract. The Bargaining Unit representative, not to exceed one (1) in number may attend such conferences when scheduled without loss of regular pay while attending said conferences, but there will be no additional cost to the Employer for the day involved. The Bargaining Unit representative must return to work if the conference ends before the end of the normal workday.

## **ARTICLE 4 UNION DUES**

The Employer will deduct the monthly dues of all Employees who are or become members of the Union, Teamsters Local 610, and who are affected by this Contract, on the first pay period of the month preceding the current month for which current dues are to be paid the Union, in pursuance of written assignments received by the Employer from each employee. The Employer will remit to the secretary-treasurer of the Union, Teamsters Local 610, promptly after each pay day, all union dues so deducted from the paychecks of employees covered by this Contract. The secretary-treasurer will promptly issue a receipt to the Employer for all dues received from the Employer.

## **ARTICLE 5 GRIEVANCE PROCEDURE**

A grievance is hereby jointly defined to be any controversy, misunderstanding, or dispute arising as to the meaning, application or observance of any of the provisions of this Contract. The Employee should discuss the grievance with the manager. If the matter is not resolved, a written grievance shall be filed with the manager within five (5) work days of said alleged grievance. Failure to timely file the written grievance bars the employee from proceeding through the Steps of the Grievance Procedure. All grievances that require a monetary settlement shall be approved by a Director.

Step 1: The manager and the shop steward shall attempt Contract of the grievance. If resolved within five (5) working days, the matter is closed and the agreed settlement shall be signed by the employee, shop steward and manager involved. All grievances that require a monetary settlement shall be approved by the Director of the appropriate department. The shop steward shall file a copy of the grievance at the Union Office and the manager shall file it in the appropriate Special School District Office.

Step 2: If the grievance is not resolved in Step 1, the appropriate Director and the shop steward shall attempt Contract of the grievance.

Step 3: If the grievance is not resolved in Step 2, the manager and shop steward shall sign a statement specifying that the grievance has not been resolved, and the shop steward shall forward a copy of the written grievance to the Superintendent's designee/hearing officer within five (5) working days of the Step 1 meeting. The Union and Employee representative and an Employer representative shall present evidence regarding the grievance to the hearing officer. The hearing officer shall prepare a brief report that summarizes the Union's position and the Special School District's position; and contains the hearing officer's findings, decision and recommendation. At Step 2 of this procedure, the Employee may be present at the request of the Employer or the Union.

Step 4: If the grievance is not resolved at Step 3, the manager and shop steward shall sign a statement specifying that the grievance has not been resolved, and the shop steward shall forward a copy of the written grievance to the Superintendent's designee/hearing officer within five (5) working days of the Step 3 meeting. The Union and Employee representative and an Employer representative shall present evidence regarding the grievance to the Board of Education or Board committee that elects to hear the grievance. The Board shall prepare a brief report that summarizes its findings, decision and recommendation. At Step 4 of this procedure, the Employee may be present at the request of the Employer or the Union.

## **ARTICLE 6 SUSPENSION OR DISCHARGE**

### Section A.

The Employer shall not suspend or discharge any Employee without just cause. Progressive discipline shall be followed in all cases except those defined below in Section C. Any action of progressive discipline shall be processed in accordance with the grievance procedure when it is grieved.

### Section B.

Progressive discipline shall generally be defined as follows:

- 1) A documented verbal warning for the first alleged infraction.
- 2) A written warning issued for the next alleged infraction that may include a one (1) day suspension without pay.
- 3) Disciplinary suspension without pay and/or discharge for the next alleged infraction.

### Section C.

Violation of any policy or procedure that specifically mandates or refers to a particular type of disciplinary action does not require progressive discipline, but instead requires the disciplinary action specified with regard to that policy or procedure. The following infractions will result in immediate discharge/suspension without pay (during the grievance process):

1. Stealing or theft;
2. Immoral or indecent conduct;
3. Possession of lethal weapons during work time or on person while on District property;
4. Consumption of intoxicating liquors or illegal drugs while on duty (attached Appendix A Board Policy GBEBB and GBEBB);
5. Falsification of records;
6. Reported for work under the influence of intoxicating liquors and/or intoxicating or illegal drugs;
7. Possession of intoxicating liquors and/or intoxicating or illegal drugs at work (including District vehicles);
8. Willful destruction of property;
9. Chargeable accident resulting in death or extensive damage to persons and/or property; and/or
10. Failure to report an accident occurring during working time on district property.

The following infractions will result in either a one-day suspension without pay or immediate discharge/suspension without pay (during the grievance process):

1. Sleeping on the job.

The following infractions will result in either a warning that may include a one day suspension, a transfer, a one day suspension without pay, or immediate discharge/suspension without pay (during the grievance process):

1. Insubordinate and/or disruptive conduct;
2. Violation of safety precautions or procedures; and or
3. Leaving job/post during work hours without permission.

For the infractions enumerated above, the District may impose any available disciplinary measure as set forth above. Progressive discipline does not apply and discharge is an available disciplinary measure for the first offense of those infractions listed above for which discharge is a possible disciplinary measure. If the discipline recommended is discharge, transfer or suspension without pay, then that recommendation shall be approved by the Chief People and Culture Officer

Section D.

Failure to submit to appropriate testing with regard to subsection (4), (6) or (7) of paragraph 3 shall subject the employee to immediate discharge.

Section E.

All disciplinary actions shall be issued within five (5) working days of knowledge of the alleged infraction. Written warnings shall be presented to the Employee, the shop steward and a copy sent to the Union. Warnings of suspension or discharge shall be sent by certified mail to the Union.

Section F.

If a subsequent grievance determination is in Employee's favor, the Employee shall suffer no loss of compensation or seniority.

## ARTICLE 7 SENIORITY AND REDUCTION IN FORCE

### Section A.

Seniority shall be department-wide within each Bargaining Unit with the date of hire.

### Section B.

New Employees shall be on a probationary period of ninety (90) calendar days of employment. Probationary Employees may be discharged or laid off at any time, without recourse, during their ninety (90) day probationary period. After having fulfilled said probationary period, Employees shall have their seniority dated from the date of hire within the Bargaining Unit.

### Section C.

Termination of Seniority: Seniority (continuous service) and the employment relationship shall be terminated when an Employee:

- 1) Resigns, retires; or
- 2) Is discharged; or
- 3) Is absent twelve (12) consecutive months (maximum) of unemployment due to layoff for employees having less than one (1) year of accumulated length of service at the time of separation from the payroll; based on each month of accumulated length of service equaling a month's recall rights for re-employment or; when an employee with more than one (1) year of accumulated length of service is absent twelve (12) consecutive months of unemployment due to layoff; or
- 4) Does not report for work at the termination of an authorized leave of absence; or
- 5) Accepts a position outside of the Bargaining Unit (except in situations of layoff or emergency approved by the District and union representative); or
- 6) Is absent for three (3) consecutive work days without leave or approval.

### Section D.

**Layoff:** In all cases of decreasing the work force, the factors to be considered include qualifications; job knowledge, satisfactory evaluations, skills necessary to perform the available work and prior job performance. When consideration of the above factors is equal with regard to the available work, then seniority will be considered. Probationary Employees shall be laid off prior to any Employee on the seniority list.

Employees will be given thirty (30) days' notice in the event of layoff.

### Section E.

**Recall:** On recall from layoffs, the Employees will be recalled on the basis of seniority and qualifications and skills necessary to perform the available work in reverse order from which they were laid off.

If a former Employee does not report to work within three (3) working days after being notified by certified mail to return after layoff, that Employee will no longer be considered for the vacancy; and if the Employee does not within that three (3) working day period give a satisfactory explanation to the District for not reporting within the three (3) working day period, they will be considered to have voluntarily resigned. It shall be the duty of each Employee to keep the Employer informed of their correct address and telephone number at all times.

Section F.

**Continuous Service:** The terms "continuous service" and/or "employed continuously" shall be so construed that Employees absent from employment due to layoffs by the Employer maximum of twelve (12) months' layoff for employees; or authorized leaves of absence such as illness, family deaths or similar approved leaves of absence, shall not cause a break in the meaning of the word "continuous" for the purpose of computing seniority and Employees' continuous service.

Section G.

The District will supply the Union office with an updated seniority list annually.

Section H.

All permanent job vacancies in the Bargaining Unit shall be posted for three (3) workdays on the posting board. Bargaining Unit employees shall be permitted to apply for those vacancies prior to outside candidates. Management will review employees who have applied for a posted permanent job vacancy and determine if they meet the required qualifications and possess the skills necessary to perform the job. If more than one employee meets the job qualifications and required skills then the position will be offered to the most senior employee.

If an Employee is awarded the job, the Employee shall have a thirty (30) day probationary period in that job. At the conclusion of that probationary period (or earlier if necessary), the employer may reject that Employee as being unqualified. The Employee shall return to their prior job position without loss of seniority.

## **ARTICLE 8 WORK HOURS, OVERTIME COMPENSATION**

### Section A.

Employees' hours and work schedules shall be set by the Employer based on the District's needs. The recognized workweek shall be a five (5) day workweek, either Monday through Friday or Tuesday through Saturday. If the Employer determines that a four-day workweek must be instituted, then the Employees' work schedules shall be modified as necessary to conform to the new schedule. Sundays are recognized as Employees' days off. If an employee is required to return to work after clocking out and leaving the worksite, they will receive a minimum four (4) hour guarantee. Scheduled overtime work will be assigned by seniority. Seniority will not apply to emergency or unscheduled work. No other provision of this article constitutes a guarantee in any respect.

### Section B.

Forty (40) hours per week shall constitute a week's work. Eight (8) consecutive hours, exclusive of a thirty (30) minute lunch, shall constitute a day's work. The lunch period shall be a thirty (30) minute period as close to the middle of the shift as practical. The Employer shall grant two (2) fifteen (15) minutes paid relief periods each day when the employee works a full day; one in the first half of the day and one in the second half of the day. All breaks and lunch periods will be scheduled and approved by the manager. Nothing in this provision constitutes a guarantee of a forty (40) hour week or an eight (8) hour day.

### Section C.

Employees shall be eligible for overtime compensation only after they have worked a forty-hour (40) week, which includes holiday pay. Overtime compensation for hours worked in excess of forty hours (40) per week shall be paid at time and one-half the Employee's wage rate. Overtime shall be offered by seniority in the classification of work, provided the Employee possesses the skills necessary to perform the overtime work.

Overtime must be approved by a manager prior to being worked, except in emergency situations; in which case, it must be approved by the following workday.

### Section D.

All Employees will be required to clock in and clock out in order to maintain a record of the hours worked. Employees will be paid only for the hours worked (except in the case of a minimum guarantee in which case the employee will be paid for the minimum guaranteed number of hours or the hours worked, whichever is greater).

### Section E.

When Employees are needed to work overtime on their scheduled days off, they will be notified by the end of the workday on Thursday to the extent practicable. When an Employee's workweek needs to be changed, the Employer will give the Employee one (1) weeks' notice, except in cases of an emergency. When Employees are required to work on their days off, they shall be asked according to seniority and within the classification of work, provided they possess the skills necessary to perform the required tasks. The number of Employees in each job classification shall be determined by the budget and approved by the Board of Education.

Section F.

Employees who are scheduled to work on their scheduled days off shall be paid at the rate of one and one-half their regular straight time hourly rate of pay for a minimum of four (4) hours, provided they work their regular forty (40) hour week.

Section G:

When the District is closed to inclement weather or mechanical breakdown, employees will not be charged for leave time that was pre-approved. Employees will not suffer a loss of regular wages due to inclement weather or mechanical breakdown.

Section H.

Employees who are required to work on snow days when the District (administrative office) is closed shall receive in addition to regular pay, an additional amount equal to one and one-half (1.5) of their current rate of pay for the actual hours worked.

## **ARTICLE 9 HOLIDAYS**

### Section A.

Full-time Employees will be eligible and paid a full day's pay each day at their prevailing rate of pay for the following Holidays:

1. New Year's Day
2. New Year's Day
3. Martin Luther King Day
4. President's Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Thanksgiving Day
9. Friday after Thanksgiving
10. Christmas Day
11. Christmas Eve Day
12. Wednesday before Thanksgiving Day
13. Winter Break: Follow your Calendar,  
including business days between Dec 25 and Jan 1
14. Juneteenth

Twelve (12) month Employees will be eligible for one (1) paid floating day at the Employee's choice, upon a three (3) day notice.

Specific provisions regarding hours of work for each Bargaining Unit to the extent each Unit differs, are set forth in the Appendices attached hereto and made a part hereof which contain provisions specific to each Bargaining Unit.

### Section B.

If the holiday occurs on a Sunday or if Christmas Day or New Year's Day occur on a Saturday, it will be observed on the following Monday. When one of these holidays falls on a Saturday, the District will close down operations on the Friday before the holiday and treat that day as the holiday for the purposes of this Article.

All Employees must have worked the last full regular shift scheduled prior to the holiday and the first full regular shift schedule subsequent to the holiday in order to receive holiday pay. Employees must receive prior approval from the manager to take off the day before and/or with a holiday. Failure to do so will result in loss of holiday pay, and subject the employee to any other discipline that is appropriate pursuant to this Contract.

Section C.

When Employees are required to work on a holiday, they shall receive a premium rate of double time for a minimum of four (4) hours; in addition to their regular holiday pay.

## **ARTICLE 10 VACATION**

### Section A.

Employees who are employed to work full-time (twelve-month basis), shall earn paid vacation at the rate of:

- .833 day per month or ten (10) days per fiscal year beginning the first year of employment through the fifth (5<sup>th</sup>) year.
- 1.25 days per month or fifteen (15) days per fiscal year beginning with the sixth (6<sup>th</sup>) year of employment through the twelfth (12<sup>th</sup>) year.
- 1.66 days per month or twenty (20) days per fiscal year beginning with the thirteenth (13<sup>th</sup>) year of employment.
- 2.0833 days per month or twenty-five (25) days per fiscal year beginning with the twenty-fifth (25<sup>th</sup>) year of employment. Twenty-five (25) days shall be the maximum number of vacation days an Employee may earn within any fiscal year July 1 through June 30.
- Vacation shall not be earned while the Employee is on non-paid leave of absence.

### Section B.

Days of vacation earned may be taken at any time in the fiscal year with the advanced approval of the administrative supervisor or their designee. Employees shall follow vacation approval guidelines and procedures related to the District's time and attendance system. The number of Employees in one (1) job classification who may take vacation leave during any specific workweek shall be limited within the Employer's discretion to avoid disruption of the District's operations. As of July 1, 2019, no Employee may have more than twenty (20) days of accrued vacation. All accrued vacation days in excess of twenty (20) days as of July 1 of any year will be converted one-for-one to days of paid time off (PTO) leave.

### Section C.

Employees who are employed in a position requiring less than a full workday or less than continuous employment throughout the fiscal year, July 1 through June 30, shall not be entitled to vacation.

1. If a full-time Employee transfers to a position requiring less than a full workday or less than continuous employment throughout the fiscal year, the Employee shall be paid for accrued vacation days at their per diem rate.
2. If an Employee separates from the District with accrued vacation, the Employee shall be paid a maximum of twenty (20) accrued days at their per diem rate. Staff will not be paid for vacation days in excess of twenty (20) days upon separation from the District. There will be no exception to this rule.

### Section D.

Vacation pay due to a twelve (12) month Employee shall be carried when that twelve (12) month

Employee transfers from one twelve (12) position to another twelve (12) position without a break in service. If a full-time Employee transfers to a position requiring less than a full work day (any position that is less than 1.0 FTE), or less than continuous employment throughout the fiscal year (part-time or any work schedule other than 12 month), then the Employee shall no longer accrue vacation benefits and the District (on the next paycheck) will pay that Employee their accumulated vacation pay not to exceed twenty (20) days.

Section E.

In the event that an Employee passes, the Employee's estate shall receive any accumulated vacation pay not to exceed twenty (20) days.

Section F.

Vacation leave shall not be earned while an Employee is on leave of absence without pay, laid off, or under suspension.

## ARTICLE 11 LEAVE OF ABSENCES and PAID TIME OFF (PTO)

### Section A.

**Bereavement Leave:** When a death occurs in an employee's family, the employee may take up to five (5) days off with pay to attend the funeral or make funeral arrangements. The district may require verification of the need for leave.

The district defines "family member" to include spouse, partner, child, parent, sibling, grandparent, grandchild, aunt, uncle, cousin, niece, nephew, guardian, stepchildren, stepparent, stepsibling, and in-law to those listed. Bereavement will also be available for employees that experience a miscarriage.

After the exhaustion of five (5) days of bereavement leave, the employee may use PTO leave.

### Section B.

**Paid Time Off (PTO) Days:** Each Employee shall accrue fifteen (15) days of PTO at the beginning of each school year. Employees who are hired after the start of the school year will receive a prorated allotment. PTO days may be used as needed by the Employee. An Employee may utilize a maximum of five (5) consecutive PTO days in one occurrence. For planned PTO occurrences, the Employee will inform their immediate supervisor accordingly and submit a time off request in the District's time and attendance system. The PTO days shall be without loss of pay provided the Employee has available PTO to cover the time off. For the purpose of PTO only, full-time Employees are considered to be all Employees who are covered under these bargaining units, unless specifically hired or re-designated as part-time. New Employees working less than a full year shall have PTO days prorated based on the number of months worked during that year.

Except in cases of emergency, the Employee must obtain their immediate supervisor's approval five (5) working days prior to the beginning of their planned PTO. No explanation as to the purpose for such PTO shall be required. PTO will not be used in conjunction with Vacation Leave. A request for planned PTO may be denied when, in the opinion of the immediate supervisor, such PTO would unduly disrupt the delivery of educational services or District operations.

The District and the bargaining units recognize that Employee requirements regarding the communication of an absence may be different based on assignment and/or location. An Employee must communicate an absence as directed by their immediate supervisor using the established procedure, Employees must contact their immediate supervisor regarding their absence no later than one (1) hour prior to the beginning of the work day. In emergency situations in which this is not possible, the absence should be reported to their immediate supervisor as soon as possible. Employees will be required to submit a time off request utilizing the District's time and attendance system.

Employees who are sick and as a result exceed five (5) consecutive PTO days per occurrence may be required to provide a physician's statement/medical release indicating inability to work on the PTO days utilized due to illness unless the absence is covered by the District's Family and Medical Leave Act (FMLA) Policy. This physician's statement/medical release detailing the reason for exceeding five (5) consecutive PTO days due to illness must be provided to the

Office of Employee Success and Engagement upon the Employee's return to work.

In the event that an Employee does not return to work directly following a planned and approved occurrence of five (5) consecutive PTO days, the District may request documentation to validate the reason for the absence. These absences will be subject to Executive Leadership Team (ELT)-level approval.

Employees can view their PTO balance via the District's time and attendance system. Employees are expected to monitor the PTO hours noted in the District's time and attendance system. Any suspected discrepancy relating to PTO must be reported to the payroll department within thirty (30) days of the pay period when the discrepancy occurred. Failure to do so will result in a denial for any change requested.

#### Section C.

**Leave for Union Activities:** The Employer agrees to grant two (2) Employees per bargaining unit, one (1) time per fiscal year, up to five (5) working days, leave to attend a labor convention or serve in any capacity on other official Union business, without discrimination or loss of seniority rights and without pay, provided that five (5) days written notice is given to the Employer by the Union. This is to ensure that there shall be no disruption of the Employer's operations due to lack of available Employees.

#### Section D.

**Jury Duty:** When regular Employees are called upon for jury duty, they shall promptly advise the Employer upon receipt of such call, and, if taken from their work for such service, shall be paid full pay at their hourly rate for each day of absence from work. Jury duty pay must be reimbursed to the Employer.

#### Section E.

**Elections — Voting Time:** The Employer agrees to respect and observe the present law as it pertains to giving Employees time off to vote for primary, general, special county-wide and consolidated elections.

#### Section F.

**PTO Pay Out Upon death or Retirement from the District:** Employees shall receive accumulated PTO up to one hundred and ninety (190) days credited at a total cost to the District of one hundred and fifty dollars (\$150) per day.

#### Section G.

**Disability Leave of Absence:** An Employee who is unable to perform their job because of personal illness, injury, quarantine or other disability for more than five (5) consecutive work days shall submit by the first day following the fifth consecutive work day of absence (except in extenuating circumstance such as the doctor failing to submit paperwork in a timely manner) a physician's letter stating that they are unable to perform the job to which assigned. In order to return to work, the Employee must submit a physician's statement of release to return to full duties with no restrictions unless an agreement has been reached with the District and Union. The statement must be submitted by the Employee's day of return. The District shall not take PTO days or vacation days without Employee notification. The Employee will be docked for a day if they request days from a bank with a zero balance.

#### Section H.

**Family and Medical Leave Act:** Employees, who have a serious health condition as defined by the District's Family and Medical Leave Act (FMLA) Policy, are required to provide an FMLA Certification of Healthcare Form from their medical provider indicating an inability to work and indicating the return to work date. The FMLA Certification of Healthcare Form is to be received in the Office of Employee Success and Engagement as required by federal law.

The District shall apply all accrued paid leave banks to an FMLA absence to the extent allowed by law and Board Policy. If an Employee exhausts FMLA leave, they may apply for a District medical leave, which requires written medical documentation to validate the Employee's inability to return to work. An Employee may continue to utilize accrued PTO while on an approved District medical leave.

A physician's statement/medical release is required to return to work after being on FMLA or District medical leave and must be submitted to the Office of Employee Success and Engagement either prior to or on the day of return. The medical release statement shall be from a health care provider, as that term is defined in 29 CFR 825.125, and shall release the Employee to return to their previous job assignment or another assignment for which the Employee is qualified, without restrictions. If the medical release restricts the essential duties performed by the Employee in their job position and said restrictions prohibit the Employee from performing the essential responsibilities of the job assignment as specified in the job description, action will be taken on a case-by-case basis and in accordance with the Americans with Disabilities Act (ADA). The District will notify the Employee of any work restrictions and accommodations that it determines to be reasonable.

The District reserves the right to require a physician's statement when there is an historical pattern or direct evidence of excessive absenteeism. The District also reserves the right to require an Employee to be examined by a Board-approved physician at the District's expense in such circumstances.

#### Section I.

**Non-Paid Leave of Absence:** The District recognizes that the personal welfare of its Employees may require occasional extended absences from duty. Non-paid leave shall not be granted to Employees with less than one (1) year of employment or to accept employment elsewhere. A full-time Employee who is eligible may request to receive up to thirty (30) work days of non-paid absence in a twelve (12) month rolling period. Non-paid leave of absence requests are subject to approval by the People and Culture Officer.

For a non-paid leave of absence request to be considered, an Employee must submit the appropriate application to the Office of Employee Success and Engagement. Except in cases of emergency, the required application form should be submitted at least a one (1) month prior to the start date of the non-paid leave request. Any exception to the one (1) month notice must be approved by the Chief People and Culture Officer.

By mutual agreement between the Employee and the District, the Employee may return to work earlier than originally approved. The request must be submitted in writing to the Office of Employee Success and Engagement.

An Employee returning to work following a non-paid leave of absence shall be granted step movement on the salary schedule for the following school year if the Employee was paid for one-half (1/2) or more of the contracted days in the school year in which the non-paid leave of absence was granted.

Failure to return at the end of an approved non-paid leave shall result as a voluntary resignation recommendation to the Board of Education.

**Section J.**

District Medical Leave: For Employees who have exhausted Family and Medical Leave Act (FMLA) leave or if they are not eligible for FMLA, they may apply for a District Medical Leave. District Medical Leave cannot be used intermittently.

Employees cannot exceed more than a total of ninety (90) days of District Medical Leave in a rolling two (2) year period. For a District Medical Leave request to be considered, an Employee must submit the appropriate application and corresponding medical documentation to the Office of Employee Success and Engagement.

The District shall provide Employee-only health benefits coverage (medical, dental, and vision) at no cost to the Employee through the duration of an Employee's approved District Medical Leave. Employees will not receive holiday pay during a District Medical Leave. Insurance plan guidelines will dictate eligibility and duration of life insurance coverage during a District Medical Leave.

An Employee must submit a physician's statement/medical release to the Office of Employee Success and Engagement as defined in 29 CFR 825.125 prior to or on the day of return from FMLA leave or District Medical Leave.

If the medical release restricts the essential duties performed by the Employee in their job position as specified in the job description, action will be taken on a case-by-case basis and in accordance with the Americans with Disabilities Act (ADA).

Medical information must be from a practicing health care provider, as that term is defined in 29 CFR 825.125.

An Employee on District Medical Leave may be eligible for the District's Long Term Disability benefit.

**Section K.**

Child-rearing/Bonding Leave: Employees have the option of requesting additional leave specifically for the purpose of child-rearing/bonding if all FMLA leave is exhausted. This non- paid child-rearing/bonding leave must be seamless with the birth or adoption of the child, which means it must directly follow FMLA leave for the birth or adoption of the child.

To be eligible for non-paid child-rearing/bonding leave, an Employee must have completed one (1) full year of employment with the District and be a full-time Employee.

For a child-rearing/bonding leave request to be considered, an Employee must submit a written request to the Office of Employee Success and Engagement. Beginning and ending dates of the absence shall be included in the written request. Except in the case of an emergency, the written request shall be submitted to the Office of Employee Success and Engagement at least four (4) weeks prior to the start date of the child-rearing/bonding leave.

Child-rearing/bonding leave will be limited to a maximum of ninety (90) calendar days.

By mutual agreement between the Employee and the District, the Employee may return to work earlier than originally approved. The request must be submitted in writing to the Office of Employee Success and Engagement.

An Employee who is absent sixty (60) workdays or less will return to the same position. An Employee who is absent more than sixty (60) workdays may be placed in the same, equivalent, or other position for which they are qualified.

Employees may be responsible for monthly benefit contributions while on an approved child-rearing/bonding leave, in accordance with any applicable law(s). The District will continue benefits coverage for Employees in accordance with provisions of the FMLA leave, the duration of which could vary based upon unused balance of leave to which the Employee is entitled under FMLA.

#### **Section L.**

Education Leave: To be eligible for education leave, an Employee must have completed one (1) full year with the District and be a full-time Employee.

For an education leave request to be considered, an Employee must submit a written request to the Office of Employee Success and Engagement. Beginning and ending dates of the absence shall be included in the written request.

Education leave will be limited to a maximum of one hundred and twenty (120) calendar days throughout the entirety of an Employee's employment with the District.

By mutual agreement between the Employee and the District, the Employee may return to work earlier than originally approved. The request shall be submitted in writing to the Office of Employee Success and Engagement.

Employees may be responsible for monthly benefit contributions while on an approved education leave, in accordance with any applicable law(s).

#### **Section M.**

Critical Leave: Critical Leave is absence with pay that is taken separately from PTO. Up to five (5) days annually may be used for Critical Leave. Unused days cannot be rolled over or accumulated for future use. FMLA qualifying absences will run concurrently with FMLA allotments.

Critical Leave may be used for circumstances connected to one or more of the following reasons:

1. Catastrophic loss of property/home because of natural disaster, such as a tornado, fire, flood or other significant property damage.
2. Critical illness or injury of the employee that requires emergency medical treatment through extended hospitalization beyond three days.
3. Critical illness or injury of a qualified family member (as defined under FMLA Guidelines) requires emergency medical treatment through extended hospitalization beyond three days.

Critical leave due to illness or injury of a qualified family member means an illness or injury is present in which the attending physician considers sufficiently serious to require the staff member's presence at the bedside or requires the employee to remain in the vicinity of the hospital.

Employees applying for Critical Leave must submit appropriate documentation and file a request, with the Chief People and Culture Officer or their designee. If the employee is the subject of the critical illness and is unable to file the request, a qualifying family, as define under the FMLA Guidelines can submit the request on their behalf within thirty (30) days of the incident.

Nothing contained herein shall be construed as precluding the employee from using accrued paid leave for additional days needed if the employee is eligible for such leave.

An employee may submit a written appeal request for Critical Leave to the Chief People and Culture Officer or their designee for relationships not listed under FMLA Guidelines.

#### **Section N.**

Paid Parental Leave: Beginning July 1, 2023, a child that is born, adopted, or fostered on or after this date, the employee will be able to apply for Paid Parental Leave. This shall also be applicable to an Employee that becomes a court appointed legal guardian of a minor child on or after July 1, 2023.

The district shall provide forty (40) days of paid consecutive leave not charged against the employee's PTO. After the forty (40) days of paid consecutive leave provided by the district, has been exhausted, the employee will then use any PTO, vacation, or unpaid leave to fulfill the FMLA maximum of twelve (12) weeks, if the need to continue leave exists.

If both parents are employees, the district shall provide forty (40) combined paid leave days, per FMLA guidelines. The District will allow the Employees to utilize this leave at the same time or separate, in any combination of days but shall not exceed a combined forty (40) total days, per FMLA guidelines.

Health insurance benefits will continue to be provided during the paid parental leave under this policy at the same rate as in effect before the leave was taken regardless of the length of service, provided the employee has at least one full year of service.

Employees who are ineligible for FMLA leave may take up to six (6) weeks of leave for birth, adoption, or foster care of a child and will be charged any combination of accrued PTO, vacation, or unpaid leave. Employees must provide medical certification.

Pregnant employees who need more than six (6) weeks of non-FMLA leave for a pregnancy related incapacity must provide certification of the medical necessity for such leave. This section creates no rights extending beyond the contracted period of employment. FMLA certification and recertification procedures apply to FMLA-eligible employees. An employee must notify the district of the need for and anticipated duration of the leave at least thirty (30) days before leave is to begin, if foreseeable. If thirty (30) days' notice is not practicable, the employee must give as much notice as possible, usually within two (2) business days. In most cases, it should be practicable to provide notice of the need for leave either the same day as the need for leave becomes known, or the next business day. A pregnant employee shall continue in the performance of their duties if it does not impair their ability to perform their duties, based on medical opinion.

Section O.

**Paid Time Off (PTO) Bank:** The purpose of the Paid Time Off Bank is to allow Employees to donate their accrued but unused paid time off (PTO) to fellow Employees who are experiencing a serious health condition and need time off but have exhausted their own PTO and any other available paid leave. This provides a way for Employees to support one another during difficult times. This is a voluntary program. No Employee is required or obligated to donate any PTO.

To donate PTO or to submit a request to receive PTO from the PTO Bank, follow the procedure and guidelines established in Board Policy GBBDF.

## **ARTICLE 12 WORK PRACTICES/CONDITIONS**

### Section A.

#### **Safety Conditions:**

1. The Employer shall comply with applicable federal, state, or local safety laws, rules, and regulations, including the State's Worker's Compensation Law.
2. When an Employee is required by a manager to work under a condition which the Employee regards as a violation of safety laws, rules and regulations, the Employee shall have the right to protest, and if ordered by the manager to perform the work involved, the employee shall have the right to perform the work under protest and shall refer the matter to the Safety Committee for consideration. If the matter is unsatisfactorily resolved the matter shall be processed via the grievance procedure.
3. The Employer shall furnish all safety apparel and equipment to be used while performing duties which require such use or provide an allowance for said equipment and supply its replacement from time to time as needed. If the Employee fails to use the provided equipment, then progressive discipline shall be followed as outlined in Article 7.
4. Meetings called by the Employer relative to safety procedures shall be attended without loss of pay. If Employees are required to attend meetings, they will be compensated for the time in the meeting, which constitutes time, worked, but must return to their assigned workstation at the conclusion of the meeting if still during regular work hours.

### Section B.

#### **On Job Injury**

1. The District agrees to provide Employees with liability insurance, in accordance with Board Policy BHE.

Whenever an Employee is absent from employment and is unable to perform their duties as a result of personal injury sustained in the course of employment, they will be paid their full salary for the day on which the injury occurred and the next two (2) days of absence preceding the effective date of Workers Compensation. Any money received from Worker's Compensation for those three (3) days shall be reimbursed to the District by the Employee.

The District agrees to comply with all applicable occupational health and safety standards and regulations as required by OSHA or the Department of Labor as well as all state and local agencies.

The District and the Union agree to review light duty annually.

1. When Employees are required to travel between buildings in their personal vehicle because of work assignments they shall receive the current allowance for mileage driven, which was approved by the Board of Education for all employees.

2. Employees shall be required to wear uniforms and ID badges. All required uniforms shall be provided by the Employer and/or provided at Employer's cost. Employees must immediately report to their manager if they lose an identification badge. Employees must return their identification badge, uniform, keys and other district property upon termination of employment before receipt of their final paycheck. If not provided within five (5) calendar days of Employee's last day of work, the cost will be deducted from employee's final paycheck.

3. Employees will be assigned duties for which they are qualified and possess the skills necessary to perform the job. This applies to all duties, including overtime work.

4. Physical, mental or other examinations required by the county, state or federal government body, or by the Employer shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations (except in cases of new Employees where physicals are required).

## **ARTICLE 13**

### **GENERAL PROVISIONS**

#### Section A.

##### **Insurance, Safety and Accident Review Committee**

This committee shall be comprised of an equal number of Union and Employer members. The Union shall select the union members and the Employer shall select its members. The committee shall meet as needed to consider safety matters and/or accidents.

The District shall inform the Employee of a chargeable accident by letter with a copy given to the shop steward and a copy sent to the Union.

#### Section B.

##### **Health Insurance**

- Group Insurance

The District makes available and pays the full cost of the Employee only coverage for Board specified Group/Medical, Prescription, Vision, Long Term Disability, and Dental coverage; the Employee is responsible for the increased cost of Group Medical, prescription, dental, and/or vision coverage for spouses and dependents. New employees will receive their employee benefits on their start date. Benefit coverage for eligible dependents will also begin on the employees start date. Due to a financial need the Board reserves the right to implement, for benefit coverage, a waiting period not to exceed forty-two (42) calendar days. For more details and official terms of these plans, refer to the group insurance information provided or contact the Insurance Department. These related benefits may change, as plans will be updated from time to time to reflect any necessary changes. Notification of change is normally accomplished via District mail.

Throughout the term of this Contract, any Group Medical and Dental Insurance specified by the Board will be substantially the same as the current plan in effect on the effective date of this Contract with respect to benefit coverages, co-pays and/or deductibles.

- Pension

Employees who are employed at least twenty (20) hours per week during a school year shall be covered by the, Public Educational Employee Retirement System (PEERS) of Missouri in accordance with the provisions of the Public Educational Employee Retirement System (PEERS) of Missouri.

Employees who terminate their employment with the District may withdraw their contributions according to the rules and regulations of the Retirement System by personally contacting the Retirement Office in Jefferson City, P. O. Box 268, Jefferson City, Missouri 65102 (573) 634- 5290.

- Workers' Compensation

The District provides worker's compensation benefits to cover the cost of work incurred injury or illness. Benefits help pay for your medical treatment and part of any income you may lose while recovering. Depending on the circumstances of each case, specific benefits are assigned as prescribed by law. To be assured of maximum coverage, work-related accidents must be reported immediately to your supervisor and the Insurance Department who are responsible to file a timely claim. Failure to notify immediately of an injury will create delays and it may

negate the benefit as per the law. The District insurance carrier may direct medical treatment for injury based on applicable laws. Employees are expected to report and use all District supplied facilities for such claims.

Employees who have suffered a compensable injury and are subsequently released by the authorized physician for restricted duty, may be assigned to temporary light duty assignments until such time the authorized physician releases them for unrestricted duty.

The Employer shall provide basic employee life insurance coverage of one and one-half times base pay for full-time employees. ("Base pay" is defined as regular pay, which excludes bonus, premium and overtime.)

#### Section C.

##### **New or Changed Conditions**

If during the terms of this Contract new or changed conditions are introduced which are not covered by the Contract, the working conditions and rates of pay will be determined after meetings between the parties. Upon mutual agreement to discuss the topic, the District and the Local may bargain over proposed changes to this contract during its term. All terms and conditions of employment not covered by this contract remain within the discretion of the District's rights under Article 18, Administrative Rights as set forth herein, subject to the requirements of law.

#### Section D.

##### **Subcontracting**

If during the term of or at the expiration of this Contract, the District considers subcontracting the work of the bargaining unit to any third party; the District agrees to give the Union reasonable notice of at least thirty (30) calendar days.

#### Section E.

##### **Tuition Reimbursement**

The Board of Education recognizes the importance of ongoing study and encourages employees to pursue advanced study and continual professional growth that will enable them to provide better educational opportunities for students and more efficient and effective school operations.

Therefore, the District may provide tuition reimbursement for successfully completed courses that have received approval from the Office of Employee Success and Engagement, or designee. Courses eligible for tuition reimbursement will meet the approval criteria established by the District

If available, the District shall set aside funds for the purpose of tuition reimbursement for full-time staff based on the annual budget within the following guidelines:

- The maximum dollar amount of reimbursement per credit hour will not exceed the amount charged for undergraduate or graduate hours by the University of Missouri-St. Louis (UMSL) or the actual cost whichever is lower.
- Six (6) undergraduate or six (6) graduate credit hours shall be the maximum number of credit hours per employee for reimbursement in any school year beginning with the fall semester and concluding at the end of the following summer session.

- This regulation will not reimburse any course for which the employee incurs no tuition cost. Incidental costs including, but not limited to, textbooks, supplies, registration, and parking fees will not be reimbursed.
- In cases of financial emergency, the district reserves the right to make necessary adjustments or to eliminate the allotted dollar amount reserved for tuition reimbursement.

To be eligible for district-funded tuition reimbursement, you must meet the following conditions:

- Enroll in a college credit, workshop or certification/licensure maintenance course that has been approved by the Office of Employee Success and Engagement.
- Earn a grade of “C” or above for undergraduate courses, earn a grade of “B” or above for graduate courses or “certificate of completion” or “pass” if grading is pass/fail.
- Be employed full-time. No payment will be made to employees who are no longer employed by the district at the time of reimbursement.
- Complete the necessary form(s) for your course(s) or workshop(s) and submit it to the Office of Employee Success and Engagement. Only submit a form for course(s) and workshop(s) that you will be taking during the upcoming semester.

Employees who meet the requirements and anticipate receiving reimbursement must submit an application to the Office of Employee Success and Engagement where a final determination regarding reimbursements will be made. If approval is denied, the employee shall receive in writing the reason for the denial.

Administrative staff are not eligible to receive tuition reimbursement.

Annually budgeted tuition reimbursement funds will be allocated until the funded amount is expended each fiscal year.

The Board of Education retains full authority to revise and/or discontinue tuition reimbursement at any time.

Section F.

**Position Advancement**

Generalist position advancement requirements to Skilled Craftsman position:

- Maintain four (4) consecutive years with Special School District in the facilities department
- Employee must maintain proficient on all categories on yearly evaluations.
- No disciplinary actions including documented feedback forms or performance improvement plans on performance and attendance. If the Employee has a documented feedback form within the four (4) consecutive year period a six (6) month extension will be added for every documented issue.

- If the Employee maintains quality work performance and quality attendance at the start of their fifth (5th) year the employee in the Generalist position will be promoted to a Skilled Craftsman position.
- Employee's salary will move to the closest dollar amount above current pay on the Skilled Craftsman scale.

# ARTICLE 14

## WAGES

### Section A.

All Warehouse and Maintenance Employees shall be paid in accordance with the following wage schedule:

### Maintenance-Warehouse 2023-24 Hourly Rate Schedule



	Maintenance Generalist	Maintenance Generalist Longevity 6-10 years	Maintenance Generalist Longevity 11-15 years	Maintenance Generalist Longevity 16-20 years	Maintenance Generalist Longevity 21+ years
1	19.08				
2	19.59				
3	19.99				
4	20.91				
5	21.36				
6	21.87	22.35			
7	22.38	22.86			
8	23.04	23.52			
9	23.73	24.21			
10	24.68	25.16	25.64	26.12	26.60

	Warehouse	Warehouse Longevity 6-10 years	Warehouse Longevity 11-15 years	Warehouse Longevity 16-20 years	Warehouse Longevity 21+ years
1	21.36				
2	21.77				
3	22.18				
4	23.45				
5	24.05				
6	24.56	25.04			
7	25.12	25.60			
8	27.15	27.63			
9	30.01	30.49			
10	31.22	31.70	32.18	32.66	33.14

	Skilled Craftsman	Skilled Craftsman Longevity 6-10 years	Skilled Craftsman Longevity 11-15 years	Skilled Craftsman Longevity 16-20 years	Skilled Craftsman Longevity 21+ years
1	22.18				
2	22.58				
3	23.04				
4	24.31				
5	24.87				
6	25.42	25.91			
7	26.08	26.56			
8	28.37	28.85			
9	31.08	31.56			
10	32.32	32.80	33.28	33.76	34.24

	Specialist	Specialist Longevity 6-10 years	Specialist Longevity 11-15 years	Specialist Longevity 16-20 years	Specialist Longevity 21+ years
1	23.90				
2	24.31				
3	24.76				
4	26.13				
5	26.69				
6	27.30	27.78			
7	27.96	28.44			
8	30.55	31.03			
9	33.45	33.93			
10	34.79	35.27	35.75	36.23	36.71

This schedule includes an overall 6.6% increase.

Eligible staff members will receive step movement and a longevity differential.

Longevity is based on current consecutive years of service with SSD.

Steps on the salary schedule do not represent years of service with the district.

Board Approved: June 27, 2023

Effective: July 1, 2023

Maintenance-Warehouse  
2024-25 Hourly Rate Schedule



	Maintenance Generalist	Maintenance Generalist Longevity 6-10 years	Maintenance Generalist Longevity 11-15 years	Maintenance Generalist Longevity 16-20 years	Maintenance Generalist Longevity 21+ years
1	19.37				
2	19.87				
3	20.29				
4	21.22				
5	21.68				
6	22.20	22.68			
7	22.71	23.19			
8	23.38	23.86			
9	23.98	24.46			
10	25.41	25.89	26.37	26.85	27.33

	Warehouse	Warehouse Longevity 6-10 years	Warehouse Longevity 11-15 years	Warehouse Longevity 16-20 years	Warehouse Longevity 21+ years
1	21.68				
2	22.10				
3	22.51				
4	23.80				
5	24.41				
6	24.93	25.41			
7	25.50	25.98			
8	27.56	28.04			
9	30.46	30.94			
10	32.15	32.63	33.11	33.59	34.07

	Skilled Craftsman	Skilled Craftsman Longevity 6-10 years	Skilled Craftsman Longevity 11-15 years	Skilled Craftsman Longevity 16-20 years	Skilled Craftsman Longevity 21+ years
1	22.51				
2	22.92				
3	23.38				
4	24.67				
5	25.24				
6	25.80	26.28			
7	26.47	26.95			
8	28.79	29.27			
9	31.54	32.02			
10	33.28	33.76	34.24	34.72	35.20

	Specialist	Specialist Longevity 6-10 years	Specialist Longevity 11-15 years	Specialist Longevity 16-20 years	Specialist Longevity 21+ years
1	24.26				
2	24.67				
3	25.13				
4	26.53				
5	27.09				
6	27.71	28.19			
7	28.38	28.86			
8	31.01	31.49			
9	33.95	34.43			
10	35.83	36.31	36.79	37.27	37.75

This schedule includes an overall 3.8% increase.

Eligible staff members will receive step movement and a longevity differential.

Longevity is based on current consecutive years of service with SSD.

Steps on the salary schedule do not represent years of service with the district.

Board Approved: June 27, 2023

Effective: July 1, 2023

Maintenance-Warehouse  
 2025-26 Hourly Rate Schedule



	Maintenance Generalist	Maintenance Generalist Longevity 6-10 years	Maintenance Generalist Longevity 11-15 years	Maintenance Generalist Longevity 16-20 years	Maintenance Generalist Longevity 21+ years
1	19.65				
2	20.18				
3	20.60				
4	21.54				
5	22.01				
6	22.53	23.01			
7	23.05	23.53			
8	23.73	24.21			
9	24.44	24.92			
10	26.17	26.65	27.13	27.61	28.09

	Warehouse	Warehouse Longevity 6-10 years	Warehouse Longevity 11-15 years	Warehouse Longevity 16-20 years	Warehouse Longevity 21+ years
1	22.01				
2	22.43				
3	22.84				
4	24.15				
5	24.78				
6	25.30	25.78			
7	25.88	26.36			
8	27.97	28.45			
9	30.92	31.40			
10	33.11	33.59	34.07	34.55	35.03

	Skilled Craftsman	Skilled Craftsman Longevity 6-10 years	Skilled Craftsman Longevity 11-15 years	Skilled Craftsman Longevity 16-20 years	Skilled Craftsman Longevity 21+ years
1	22.84				
2	23.26				
3	23.73				
4	25.04				
5	25.61				
6	26.19	26.67			
7	26.87	27.35			
8	29.22	29.70			
9	32.01	32.49			
10	34.28	34.76	35.24	35.72	36.20

	Specialist	Specialist Longevity 6-10 years	Specialist Longevity 11-15 years	Specialist Longevity 16-20 years	Specialist Longevity 21+ years
1	24.62				
2	25.04				
3	25.51				
4	26.92				
5	27.50				
6	28.12	28.60			
7	28.80	29.28			
8	31.47	31.95			
9	34.46	34.94			
10	36.90	37.38	37.86	38.34	38.82

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his schedule includes an overall 3.66% increase.

Eligible staff members will receive step movement and a longevity differential.

Longevity is based on current consecutive years of service with SSD.

Steps on the salary schedule do not represent years of service with the district.

Board Approved: June 27, 2023

Effective: July 1, 2023

All Employees shall be paid in full semimonthly on the days established. Employees may access an itemized statement of earnings and deductions via Document Self-Service through the SSD intranet. Employees may access current leave balances via the District's time and attendance system.

New Employees hired after January 1 and before July 1 are not entitled to advance a scheduled step until the second July 1 following the Employee's date of hire. Bonuses will be paid at the end of the fiscal year.

Bonuses: The following bonuses will be paid for employees who meet the applicable criteria:

1. Performance Bonus - \$25 per month - Employees who receive an employee corrective action, performance improvement plan or disciplinary letter during a particular month will not qualify for the performance bonus for that month.
2. Perfect Attendance Bonus- Employees will have the opportunity to receive two hundred and fifty dollars (\$250) for each entire quarter of perfect attendance. Perfect attendance is defined as not having any absences or unexcused time during an entire quarter which means no use of PTO days or non-paid absences. The first entire quarter of the school year will be from the beginning of the school year through October 31, the second entire quarter of the year will be designated from November 1 through January 15, the third entire quarter of the school year will be from January 16 through March 15, and the fourth entire quarter of the school year will be from March 16 through the end of the school year. The perfect attendance bonus, for each quarter will be paid one month following the end of the quarter. An Employee will not receive the perfect attendance bonus in the event they separate from the District prior to the end of the current school year. Use of bereavement leave, Jury Duty leave, leave for Court Subpoena, Crime Victim leave, Critical Leave, vacation and/or Election leave will not be counted as an interruption of perfect attendance. Employees that have perfect attendance all four quarters will receive an additional \$500 perfect attendance bonus for the year which will be paid on the last payroll of the school year.

## **ARTICLE 15 JURISDICTION**

It is understood that all work assignments presently performed or assigned to members of the bargaining unit shall be the bargaining unit's work unless the Employer determines that subcontracting is necessary for the District's operations. The District reserves the right to hire temporary Employees to perform bargaining unit tasks.

**ARTICLE 16  
MISCELLANEOUS PROVISIONS**

Section A.

The Union shall have the right to post union notices on bulletin boards provided by the District at or near the department office.

Section B.

Copies of this Contract shall be given to the shop steward for each bargaining unit.

Section C.

The Union and/or the Employer shall have the right to re-open negotiations each July 1 for the purpose of negotiating changes in wages, benefits, vacation, PTO or PTO buy out providing the Union and/or the Employer give written notice prior to July 1 of each or any year of this Contract.

Section D.

A neat clean appearance is expected of all Employees because Special School District Employees are working around parents, students, patron, and co-workers.

Section E: The Chief People and Culture Officer or their designee and the Union agree to meet quarterly for the purpose of reviewing and discussing matters of common interest. The time and place of such meetings will be mutually agreed upon by both parties.

SAVINGS CLAUSE: If any term or provision of this Contract, including its addenda, is at any time during the life of this Contract, in conflict with any applicable valid federal or state law, such term or provision shall continue in effect only to the extent permitted by such law. If at any time thereafter such term or provision is no longer in conflict with any federal or state law, such term or provision as originally embodied in this Contract shall be restored in full force and effect. If any term or provision of this Contract is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Contract.

**ARTICLE 17**  
**ABSENTEEISM/CALL-INS**

Section A.

**Absenteeism:** Any Employee who fails to make their assignment shall be subject to the progressive discipline procedures outlined in Article 7 of this Contract. The following shall not be charged as missed assignments: excused absences such as PTO days, paid holidays, documented doctor or dental appointments, court dates, approved leave days or other generally approved absences.

Section B.

**Tardiness:** Any Employee who reports to work after their regular starting time shall be subject to the progressive discipline procedures outlined in Article 7 of this Contract; and shall not be paid for the time tardy. The Employee shall be paid only for time actually worked.

Section C.

**Call-ins:** If an Employee is unable to report for work at their regular clock-in time, they shall call in at least forty-five (45) minutes before their clock-in time; or, if this is not possible, they shall call in as soon as possible thereafter. Any Employee who does not call in by their clock-in time shall be subject to the progressive discipline procedures outlined in Article 7 of this Contract.

Section D.

**Application of Above Policy/Procedures:** Any Employee who shows a pattern of abusing a specific policy shall be informed in writing with verification of the allegation. Copy of the same shall be given to the shop steward and to the Union. Such cases will be reviewed for consideration of a written warning to include probation and/or suspension upon the District's determination.

**Abusive Absenteeism:** In cases of abusive absenteeism, the following procedures shall apply:

An Employee who is absent without leave or permission for:

One (1) day during the term of their employment shall be subject to a verbal and/or written warning, which may include a one (1) day suspension without pay.

An Employee who is absent without leave or permission for:

Two (2) days during the term of their employment shall be subject to suspension without pay.

An Employee who is absent without leave or permission for:

Three (3) days during the term of their employment shall be subject to discharge.

**ARTICLE 18**  
**RECOGNITION OF DISTRICT’S RIGHTS**

The Local recognizes that all matters pertaining to the policies that affect the management and operation of the Special District, including its educational and fiscal affairs, are the basic responsibility of the Board pursuant to the Educational Laws of the State of Missouri except as these policies are specifically modified by the terms of this Joint contract.

Section A.

The Local recognizes that the Special District retains the sole and exclusive right and authority to manage the business of the Special District, including, but not limited to the right and authority to plan, direct and control its operations; to determine the location, design, size and number of buildings; to decide the business hours of its operation; to decide the types of educational service it shall provide within lawful limitations; to determine the starting and quitting time for employees, work schedules and number of hours to be worked; to select, implement and modify as needed the method for recording and accounting for time worked and time absent; to organize and reorganize the administrative staff; to determine duties assigned to positions and to assign duties to administrative positions; to have the sole right to discipline, suspend with or without pay, and to discharge employees; to hire, layoff, assign, transfer, and promote employees to select and hire, to promote to a better position, to maintain efficiency of employees; to determine the number of teaching and non-teaching staff; to make assignments, to introduce new or improved methods, techniques, and programs; to evaluate employees to determine the method of evaluation; to determine class size; to determine whether or not to subcontract; to determine the number and duties of employees; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement; to consolidate programs; and to make reasonable rules and regulations pertaining to employees by this contract.

Section B.

It is the intention of the parties that all of the rights, powers, and authority that the Special School District had prior to the signing of this contract are retained by the Special District and that with the exception of specific provisions of this contract the Special District shall have unrestricted right to manage its affairs. This contract constitutes the full and complete commitments of the Special District to the Local.

Section C.

In the exercise of such rights above the District shall comply with the provisions of this contract. It is further agreed that the final decision of the Special District made by the Superintendent of Schools with respect to any of the above matters shall not be further reviewable by the grievance procedure.

**ARTICLE 19**  
**DURATION OF CONTRACT**

This contract shall be adhered to as of July 1, 2023, and remain without interruption through June 30, 2026, and thereafter until either party serves a sixty (60) day written notice on the other party specifying a desire to modify; provided, however that nothing in this contract will preclude the District from subcontracting work if necessary. Should desired modification be given in the manner provided above, the party desiring the same shall offer to meet and confer with the other party for the purpose of negotiating a new contract. Until a new contract has been negotiated and executed, the existing contract (article language and salary schedules) shall remain in effect. The term of this contract for article language and salary schedules shall be effective from July 1, 2023 through June 30, 2026