

**West Plains & MNEA  
Collective Bargaining Agreement**

***For the West Plains R-VII School District and Missouri National  
Education Association (West Plains Bus Drivers)***

**Ratified and Approved  
June 2020**

## **Article 1 -ASSOCIATION RECOGNITION**

**Section 1. Recognition of the MNEA.** The Board of Education of the West Plains R-VII School District (hereafter referred to as the "District") recognizes the Missouri National Education Association (hereafter referred to as the "Association") as the sole and exclusive bargaining representative of all Employees in the Bargaining Unit for the purpose of collective bargaining with respect to salaries and other conditions of employment. The bargaining unit is defined as:

"All full-time Bus Drivers (drivers with regular assigned routes); excluding substitute Bus Drivers, administrators, Managers and Confidential employees."

In this agreement, the bargaining unit will be referred to as the Full Time Route Drivers (FTRD).

The rights granted to the Association in this Agreement shall not be granted or extended to any individual or other Employee Organization.

Definition of Regular Assigned Routes -Are the same routes which the assigned drivers drive every morning and then the same route every afternoon.

**Section 2. Ratified Agreement.** Agreements reached through the negotiations process which are approved by the School Board, shall become an Agreement which is legally binding on the parties, and may not be unilaterally changed, except in emergency situations such as natural disasters or financial hardships. In the event there are changes in state requirements which have an impact on transportation or district calendar changes which impact Transportation, the District shall notify the Association and shall provide a period of thirty (30) days during which the District and the Association shall bargain over any necessary adjustments to the terms of the Agreement.

Any tentative agreement reached will be reduced to writing and initialed by the agents of the respective negotiating teams. Agreements will be tentative until approved by the bargaining unit, approved by a majority vote of the whole Board, and Signed by the employee representatives and the Board, in accordance with law.

## **Article 2 -ASSOCIATION RIGHTS**

**Section 1. Membership.** No present or future member of the Bargaining Unit shall be required to become a member of the Association. Neither shall any present or future Bargaining Unit employee be required, for any reason, to tender fees, dues or assessments to the Association. Employees may become a member of the Association if they choose.

**Section 2. Use of Buildings.** The Association shall have the same right to use District buildings in the same manner as any other employee group in the District subject to the reasonable regulations and/or policies of the Board governing use of such buildings.

**Section 3. Bulletin Board.** The Association shall be granted space at the Bus Office, where Bargaining Unit employees are regularly assigned to work, for the placement of one (1) bulletin board to be purchased and installed at the Association's expense. The Association may use an existing bulletin board provided it is agreeable to the District and the Association. A disclaimer will be displayed on the bulletin board, notifying readers that the views expressed on the board are exclusively those of the union, and not necessarily reflective of those of the district.

**Section 4. Use of District Mailboxes.** The Association shall have the right to use school mailboxes and the in-district mail service for the distribution of materials to the Bargaining Unit.

**Section 5. Posting of the Agreement.** The District will provide a hard copy upon request of the agreement to each member of the Bargaining Unit. The agreement will also be posted with easy access to the District's web site.

**Section 6. Right to Representation.** Association members have a right to request an MNEA representative or an association representative during meetings that involve presenting a grievance or disciplinary action which results in a written reprimand, suspension or termination.

Formal discipline is when written documentation is placed in the employee's personnel file and/or the employee is placed on suspension or administrative leave without pay. The District will work with the FTRD to schedule a time when the representative can be present, providing at least 24-hours notice. However, the District has a right to discipline employees when immediate action is needed to protect the health and safety of the employee and or students whether or not the representative is present.

### **Article 3 -ASSOCIATION RIGHTS-BARGAINING UNIT EMPLOYEES**

**Section 1. List of Bargaining Unit Employees.** The Association, as the exclusive representative of the Bargaining Unit, shall be allowed to solicit the names and contact information from the members of the bargaining unit. A seniority list will be kept current and posted at the Bus Office. Bus driver email addresses will be made available through the transportation page on the district website.

**Section 2. Definition of Seniority.** Whenever the term "seniority" is used in the Agreement, it shall be defined as the employee's length of continuous service from the employee's last day of hire with the District as a FTRD.

### **Article 4 -DISTRICT RIGHTS & AUTHORITY**

**Section 1. Management Rights.** All matters within the scope of bargaining have been negotiated and agreed upon. This Agreement represents the full understanding and commitment between the parties. This Agreement may not be added to, deleted from, or

otherwise changed without bargaining the impact, if any, of such addition, modification or other change to the Agreement.

All rights are reserved to the District except those expressly limited by the terms of this Agreement. In the event that there is a conflict between a provision of this Agreement and the law, the law shall prevail. All other provisions of this Agreement, which are not in conflict with any law, shall continue in full force and effect.

**Section 2. Employee Discipline.** Employee discipline shall be used in an effort to improve, correct and prevent a recurrence of undesirable behavior or performance issues.

Any complaints made against an employee by a parent, student or other person will be brought to the attention of the employee if the District determines, upon investigation, that the complaint is substantiated and will result in discipline. When an administrator is planning a meeting for discipline or reprimand, the employee shall have a right to invite a representative to attend the meeting.

No video or audio recording shall be made of the meeting without notifying the other party. At the commencement of the meeting, the employee shall be informed of the nature and purpose of the meeting. Whenever practical, and in the best interest of students, the District shall endeavor to adhere to principles of progressive discipline, based on the seriousness of the offense and the discipline history of the employee.

## **Article 5 - COMPENSATION**

**Section 1. Guarantee of Hours.** Members of the bargaining unit will be guaranteed an opportunity to work a minimum of 600 route hours plus four paid holidays at four hours per day as well as eight hours of safety training for a total of 624 hours annually at route pay. To assure drivers have an opportunity to obtain the hours, trips, shuttles, summer school routes, and other duties may be reimbursed at the established route rate if needed to make-up hours.

**Section 2. Priority of Duties.** FTRD's will be guaranteed the opportunity to work 600 hours during the school year. If the time required for the am and pm routes equal less than what is needed to obtain 600 hours, a FTRD may choose not to perform additional work to meet the guarantee. FTRD's who choose not to work the additional time will not be paid for hours not worked.

Additional work assigned will be at the discretion of the Transportation Director or Designee. Duties related to the upkeep of the drivers' bus will be given preferential consideration by the Transportation Director or Designee. 15-minute pre-trip inspection will be considered route time.

**Section 3: Overtime Compensation.** Overtime compensation will be calculated in accordance with Wage and Labor Laws by the U.S. Department of Labor for any time worked in excess of 40 hours in a workweek.

**Section 4: Paid leave and Holiday Compensation.** FTRDs will be compensated 2 hours route pay for half-day and 4 hours route pay for the full day of Paid Leave Compensation. In addition drivers will be paid 4 hours route paid for the holidays identified in section I.

**Section 5: Unused Sick leave Reimbursement.** FTRDs will have 10 PTO (paid time off) days each year to be used in accordance with the employee handbook. Any PTO day not used at the end of the year will roll-over as an accumulated sick day. Sick days may build up to a maximum of 100 days (10 PTO and 90 accumulated sick days.)

Upon resignation from the District, in good standing, any FTRD may request, in writing, payment for unused sick days in accordance with the district handbook. FTRDs are considered full time employees for purposes of salary and benefits.

**Section 6. Advancement on Pay Schedule and Percentage of Increase.** If the Board of Education approves advancement on the salary schedules and wages across the district, the same % of movement would apply to FTRD.

### **2020-2021 Hourly Route Rate**

#### **Yours of Experience & Rate**

1. \$14.00
2. \$14.50
3. \$15.00
4. \$15.50
5. \$16.00
6. \$16.50
7. \$17.00
8. \$17.50
9. \$18.00
10. \$18.50
11. \$19.00
12. \$19.50
13. \$20.00
14. \$20.50
15. \$20.75
16. \$21.00
17. \$21.25
18. \$21.50

**Section 7. Insurance.** All FTRDs will be able to participate in the District's Employment Insurance and Retirement Programs to the same extent as other District support staff employees.

**Section 8. Elective Insurance.** FTRD's will be able to purchase additional elective insurance such as health, life, dental, vision, etc. pending qualifications with the insurance companies recognized by the district. The district does not assume responsibility for providing these benefits.

## **Article 6 - SAFETY**

**Section 1. Lot/Yard Safety.** Reasonable best efforts shall be made by the District to provide proper lighting and maintenance of the bus parking lot and bus office

**Section 2. Daily Maintenance of Buses.** The District will provide the necessary cleaning products including paper towels, sanitizer, window cleaner, and trash bags needed for the daily cleaning of buses. Employees shall not be required to clean or handle blood, bodily waste or fluids, chemicals or other hazardous substances unless provided proper equipment and training.

Employees will be trained on an annual basis on the proper cleaning, handling and disposal of bodily fluids or human waste. Employees required to handle bodily fluids or human waste shall be issued personal protective equipment to ensure their well-being.

Employees will be paid for all approved time spent cleaning, checking, inspecting and sanitizing buses as outlined in the drivers' job duties. The employer agrees to continue the practice of including time each day in the standard hours for the purpose of drivers' cleaning and maintaining the inside of their buses.

## **Article 7 - DISCIPLINE OF STUDENTS ON AND OFF THE BUS**

**Section 1. Notification of Suspensions.** In order to assure the safety of all students, principals of each school building shall provide a reasonable best effort to notify the transportation director when students are suspended from riding any district bus as well as the duration of the suspension.

## **Article 8 - EXTRACURRICULAR SCHOOL ACTIVITY TRIPS**

**Section 1. Trip Signing.** Trips are to be signed in the following order. Full Time Route Drivers (FTRD) are to sign trips on or before Thursday, by 9:00 am.

All known trips for the following week will be posted by 2:00 PM on Tuesday.

If all FTRDs reject a trip, the district has the authority to assign a driver which may not be a full-time driver.

**A.** If there is no school on Friday, then all FTRD have until 9:00 am Monday to sign trips except for trips leaving before 10: 15 am Monday which need to be signed by the pm route the previous Thursday.

**B.** If a FTRD is on a trip and it is his/her tum to sign trips, the Drivers below must wait for that driver to return and sign trips. (Note: Drivers may initial trips with the understanding that the above Drivers who have not signed trips may "bump" them from the trip.)

**C.** If a FTRD is absent from their route at the time of trip signing, due to illness or personal leave, that Driver forfeits their tum. (Note: Drivers may initial trips with the understanding that the above Drivers who have not signed trips may "bump" them from the trip.

**D.** The only exception to above guidelines is if a FTRD is requested to take a trip by the Transportation Director or Office Manager.

**E.** If a FTRD needs to remove his/her name from a trip they have signed, prior permission must be obtained from the Transportation Director or Office Manager.

**F.** Snow Day -If there is a snow day FTRDs have one hour to return the call from the District confirming availability to accept or decline a trip.

**G.** Trips will be assigned by seniority, except in such case where assigning a trip will result in overtime for the senior driver. The Transportation Director may deny any trip assignment that would result in overtime for a senior driver. In addition, the Transportation Director or designee reserves the right to deny an FTRD the ability to take trips if performance concerns exist.

**H.** If a trip becomes available after the trip signing deadline and the trip is 15 hours or more, FTRD's can elect to take the longer trip providing a replacement can be found for the trip the driver committed to previously.

**I.** The district reserves the right to assign non-route trips and shuttles to coaches, sponsors, or administrators who are attending the trip in an official capacity.

**Section 2. Meal Allowance.** The Meal Allowance only applies to out-of-town trips of 4 hours or more. Drivers will be reimbursed for the meals eaten while on the trips. Original receipts must be turned into the transportation office manager by the last working day of the month in which the expense occurred. Any meal cost incurred by a driver over the allowable rate or without the submittal of an original receipt will not be reimbursed. As increases are approved by the District, those increases will be extended to FTRDs as well.

The allowable rate and times for reimbursement:

1. **BREAKFAST:** \$8.00 Maximum reimbursement with submittal of receipt and leave before 7:00 am and trip is 4 hours or more.
2. **LUNCH:** \$10.00 Maximum reimbursement with submitting of receipt and leave before 11:00 am and trip is 4 hours or more.
3. **DINNER:** \$12.00 Maximum reimbursement with submission of receipt and leave before 6:00 pm. OR return after 6:00 pm.
  - An additional and appropriate amount may be considered with the signature of a trip sponsor in cases where the meal taken by the group exceeds the meal allotment.

**Section 3. Cancellation of Trips/School.** If a trip/school is cancelled after a FTRD has reported for work, the driver will be given the opportunity to work 2 hours at the appropriate rate. If the FTRD chooses to work the job duties for the two hours it will be at the discretion of the transportation director or designee.

**Section 4. Non-Route Hourly Rate.** Non-Route Hourly Rate = \$12.00

## **Article 9 - SUMMER SCHOOL**

**Section 1. Summer School Route Vacancy.** The district reserves the right to assign and reassign routes based on the needs of the district. Members of the bargaining unit will be given the opportunity to request consideration for open routes including summer school routes if transportation is provided during summer school.

Seniority will be considered but will not be the only factor for determining the final assignments for members of the bargaining unit. Seniority will be used as the determining factor when considering equally qualified candidates. FTRD's may request to be given a reason in writing for why they were not chosen to fill a vacancy.

**Section 2.** Trip pay during Summer School will be the same as trip pay during the regular school year.

**Section 3.** Compensation for each FTRD will be at their regular route rate throughout the regular school year.

## **Article 10 -VACANCIES AND TRANSFERS**

**Section 1. Route Vacancy Selection.** When a route vacancy occurs, the District shall post a notification of such vacancy in a designated location at the Bus Office prior to filling the position.



FTRDs in the bargaining unit who desire to be considered for the route vacancy shall provide written notification to the Transportation Director or Office Manager, within five (5) business days from the date the notification was posted.

Routes will be assigned at the discretion of the administration based on the needs of the district and its students. Seniority will be used as the determining factor when considering equally qualified candidates. FTRD's may request to be given a reason in writing for why they were not chosen to fill a vacancy if a driver with less seniority is chosen.

The current route of any FTRD who applies for a route vacancy will not be posted until after the vacancy is filled, therefore, allowing the FTRD to maintain his/her current route. Routes will not be reassigned until the following semester or school year. Vacant routes will be posted at least once per semester.

**Section 2. Filling positions.** All routes will be posted internally on the bulletin board inside the transportation department for a minimum of five (5) business days. FTRDs will be given the opportunity to express interest prior to offering the route opening to sub drivers and external candidates.

A route vacancy may not be filled by an internal candidate if such an assignment does not best meet the needs of the district and its students.

## **Article 11 - GRIEVANCE PROCEDURE**

**Section 1. Definition.** A "grievance" is a claim that there has been a violation, misinterpretation, or misapplication of the provisions of this agreement.

**Section 2. Procedure.** Grievances shall be processed pursuant to the procedure outlined in Board Policy GBM.

**Section 3. Representation.** The Employee shall have the right to choose an Association representative to be present at all stages of the grievance procedure. No audio or video recording shall be made at any stage of the grievance process unless both the Grievant and the District representative are made aware of the intent to record.

**Section 4. No Written Response.** If a written response is not rendered to the Employee within the time limits specified by a step, the grievance shall automatically advance to the next step in the grievance process.

## **Article 12 -TERM OF AGREEMENT**

**Section 1. Term of the Agreement.** The provisions of this Agreement shall be in full force and effect from the 1st day of July, 2020 and shall continue until the 30th day of June, 2023

automatically renewing itself for additional periods of one (1) year each thereafter, from year to year, unless written notice is given by either party sixty (60) days prior to the termination date set forth above or of any year thereafter in which this Agreement exists, of a desire to cancel or amend this Agreement.

**Section 2.** During the term of this Agreement, each school year, either party may request to open the contract to negotiate up to two (2) proposals related to working conditions and/or compensation of the Members of the Bargaining Unit or the language of this Agreement according to the timeline established by Board Policy HA as adopted at the time of contract ratification. Once a proposal is received, the parties shall negotiate in good faith on the subject of the proposal. Nothing in this agreement shall require the parties to reach agreement over the proposed modification. If a provision of this agreement is deemed unlawful by a court of competent jurisdiction, then the section found to be unlawful shall be bargained in good faith by the parties.

*Susan Carter*

Bargaining Unit Representative

*7-6-20*

Date

*William Boyer*

District Representative

*6-23-2020*

Date

*A. COE*

Board President

*6-23-2020*

Date