

MASTER AGREEMENT

2017 – 2019

**Wentzville Transportation Union AFT
Local 6553**

and

Wentzville R-IV School District

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ARTICLE 1 UNION RECOGNITION

The Board of Education of Wentzville R-IV School District (hereinafter referred to as “the Board” or the “District”) hereby recognizes the Wentzville Transportation, Local 6553, AFT-Missouri, AFL-CIO (hereinafter the “Union”) as the exclusive bargaining representative for all full time non-supervisory bus drivers and bus aides in the Transportation Department for purposes of negotiating and implementing the terms and conditions of employment. All members of this Union (hereinafter collectively referred to as “Drivers/Aides”) have been approved by the “Board” as full time employees of the District. Membership in the Union is voluntary.

ARTICLE 2 UNION RIGHTS

A. Meetings

The Union may conduct meetings on campus, including the Wentzville Transportation Facility, for Drivers/Aides during non-working periods and/or time periods, (i.e., before school, morning break, afternoon break, after school, evenings, and weekends) in accordance with District Policy 1420 on use of facilities.

B. List

The District shall furnish to the Union by October 1 of each year, a complete list of Drivers/Aides covered by this Agreement. The list shall contain first name, last name, and date of hire. The list shall be provided in electronic format and e-mailed to the President/or designee of the Union.

The District shall notify the Union after each monthly Board meeting of all newly approved Drivers/Aides. The District shall e-mail the personnel report and addendum to the President/or designee of the Union after each Board meeting.

C. Dues Deductions

Union members shall submit a payroll deduction form to pay their Union dues through payroll deduction by the District. The Union shall provide completed enrollment forms to the District.

The District shall deduct Union dues from Drivers’/Aides’ paychecks. The Union will identify the Union members to the District Business Office. Dues for Union members shall be deducted on a twelve (12) month basis. Deductions for Union dues shall continue until the Union or the Driver/Aide notifies the District Business Office in writing/e-mail by the tenth day of the month prior to the month that the Driver/Aide wishes to discontinue the deduction. The Union will notify the District of any changes in the amount to be deducted from each paycheck.

An electronic funds transfer covering the amount of Union dues withheld shall be sent to the account of the Union on the payroll dates of each month. A list of each Driver/Aide receiving a payroll deduction and the amount of their deductions will be forwarded to the Union each payroll date. The Union shall notify the Business Office of any discrepancies within ten working days of receipt of the deduction report.

D. Visitation in the Workplace

Representatives authorized by the Union shall be allowed access to any work location for consultation with an employee or group of employees during non-working periods (see A. above). Such Union representative(s) on any visit shall announce their presence at the building's office and receive a visitor's pass. Such Union representative(s) shall not interfere with the work of any District employee.

E. Posting and Distribution of Union Literature

1. The Union shall be provided with a bulletin board in a mutually agreeable area in the Transportation building. Materials that are posted are required to have prior approval from a District Administrator.
2. Subject to the restrictions in paragraph D., the Union shall have the right to distribute literature and notices to employees in the workplace during non-working periods.

F. Information and Statistics

1. Copies of any information, statistics and records which either party deems necessary to engage in informed Agreement discussions between the District and the Union on wages, benefits and working conditions, or necessary for the implementation, enforcement or administration of any of the terms of this Agreement, shall be made available by either party upon the request of the other.
2. The lawful custodian of the records may charge the person desiring to make the photocopies a reasonable rate for his/her services or for the services of a deputy to supervise the work and for the use of the room or place where the work is done in accordance with 109.190 RSMo.
3. Nothing contained in this section shall require either party to reveal information protected by law as confidential.

ARTICLE 3 EFFECT OF AGREEMENT/CONTRACT & DURATION

In the event any portion of this Agreement is voided, rendered unlawful or ruled unenforceable, the remaining provisions of this Agreement shall remain intact and in effect.

During the term of this Agreement, the District and the Union agree to form a Labor Relations Committee, comprised of representatives from the Union and the District's Administration, to address any situations which are best resolved through informal discussions. The Union shall have the right to choose the Union's representatives. This committee shall meet quarterly at a mutually agreeable time. Participation in the meetings of the Committee shall be outside of the regular work day.

GENERAL PROVISION

1. All rights are reserved to the District except those expressly limited by the terms of this Agreement.
2. 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.
3. All matters within the scope of bargaining have been negotiated and agreed upon. This Agreement represents the full understanding and commitment between the parties.

SENIORITY

System-wide Driver/Aide seniority (or Length of Service) shall be defined as the number of continuous years, months, and days of full-time employment in the District, dating from the Board approval date for their position.

If multiple Drivers/Aides are approved by the Board on the same date, their seniority will be determined by drawing straws. Straws will be drawn in alphabetical order, by employee last name. The employee who draws the longest straw will be granted seniority.

Drivers/Aides who are Board approved between July 1 and November 1 will receive the one year service pin in May of the school year in which they were approved. Drivers/Aides who are Board approved after November 1 will receive the one-year service pin in May of the following school year. The Driver/Aide will then be advanced to the next higher Step level for the school year following receipt of their one year service pin.

When a Driver becomes an Aide, the new Aide's seniority date becomes their date of Board approval for the new position. If an aide becomes a Driver, their new seniority date will also coincide with the date of Board approval for the new position.

When a full time Driver/Aide retires and chooses to become a substitute driver/aide, they will transfer their original seniority date to the substitute list.

Drivers/Aides on paid or unpaid leave shall be considered to be in continuous employment.

Drivers/Aides who accept intra-District transfers to other support staff positions, and then return to their Driver/Aide position within six (6) months, with no interruption in District employment, will retain the original seniority date for their Driver/Aide position. However, the returning Driver/Aide cannot utilize that seniority to bump another Driver/Aide out of a route already assigned upon his/her return to the Transportation Department.

SENIORITY (EXTRA DUTY - DRIVING)

Extra Duty – Driving duties may include driving a bus off site for repairs, bus washing, snow removal, state bus inspections, driving a route when subbing for an absent driver, etc.

Extra Duty – Driving assignments will be made by seniority and paid at the Driver's regular rate of pay. A Master Extra Duty – Driving sign-up sheet will be posted at the beginning of each school year during School Bus Route selection. All Drivers shall have the opportunity to add their names to the sign-up sheet. As new Drivers are approved by the Board, the Director or his/her designee shall explain the sign-up sheet to the new Driver and offer him/her the opportunity to have his/her name added to the sign-up sheet. The current Master Extra Duty – Driving sign-up sheet shall be posted in the driver's lounge. The list will show which drivers have received Extra Duty – Driving jobs. Drivers from this list will be contacted on a rotation basis, beginning with the most senior Driver at the beginning of the school year, when extra duty driving duties are available.

SENIORITY (EXTRA DUTY - NON DRIVING)

Extra Duty – Non Driving duties include jobs such as shop and office assistance, etc.

Drivers/Aides will be considered for extra duty - non driving assignments by seniority and internal interviews with the Director, Asst. Director, or Fleet Maintenance Supervisor. Drivers/Aides performing extra duty – non driving duties will receive step one Driver pay.

A Master Extra Duty – Non Driving sign-up sheet will be posted at the beginning of each school year during School Bus Route selection. All Drivers/Aides shall have the opportunity to add their names to the sign-up sheet. As new Drivers/Aides are approved by the Board, the Director or his/her designee shall explain the sign-up sheet to the new Drivers/Aides and offer them the opportunity to have their name added to the sign-up sheet. Drivers/Aides from this list will be contacted on a rotation basis, beginning with the most senior Driver/Aide at the beginning of the school year, when extra duty non driving duties are available.

If an insufficient number of Drivers/Aides accept the extra duty non driving jobs, drivers/aides may be selected.

ARTICLE 4 NEGOTIATION PROCEDURES

On or before February 1 of the last year of this Agreement, the parties shall agree on dates to begin Ground Rules negotiations and commence bargaining a successor Agreement.

On or before February 1, during years when only wage rates are negotiated, the parties shall agree on the dates negotiations will commence.

During the term of this Agreement, if the parties mutually agree to amend this Agreement, they may confer regarding the proposed amendment during the Quarterly Discussion Meetings. Any resulting amendment to this Agreement, mutually agreed to and signed by both parties, shall be made in the form of a Memorandum of Understanding (MOU), and attached to this Agreement. The MOU shall expire when this Agreement expires.

ARTICLE 5 GRIEVANCE PROCEDURES

Definition:

A grievance is a claim by a Driver/Aide, a group of Drivers/Aides or the Union (each category of which shall be hereinafter referred to as the "grievant") that: a District action constitutes a violation, misrepresentation, misapplication, or inequitable application of the provisions of this Agreement, that adversely and directly affects the Driver's/Aide's working conditions and/or duties.

Judgments and conclusions of a Driver/Aide evaluation may not be grieved. However, misstatements or misrepresentations of fact in a Driver/Aide evaluation are subject to the grievance procedure. No Driver/Aide shall be recommended for termination based on their evaluation.

It is the intent of this procedure that grievances shall be identified and corrected or resolved at the earliest possible time and at the lowest level of District supervision.

Grievance processing should be viewed as a positive and constructive effort which seeks to establish the facts upon which the grievance is based and come to a fair conclusion. Drivers/Aides will not be discriminated against nor will reprisal be made against a Driver/Aide because he/she filed a grievance.

Union representation is available to any grievant. The representative chosen by the grievant has the right to be present for any meetings, hearing, appeals, or proceedings and will receive copies of documentation and correspondence regarding the grievance at the written request of the grievant.

Procedures:

Grievances shall be processed according to the step-by-step procedures outlined below.

Step 1: Working Site Level

1. A grievance will be presented informally to the appropriate supervisor within ten (10) school days following knowledge of a condition causing a grievance unless extenuating circumstances should arise. If the grievance is not promptly resolved, it will be written formally and submitted to the appropriate supervisor as a grievance.
2. A summary of the informal meeting during Working Site Level (Step 1) shall be prepared, if the grievance was resolved. The summary shall be signed by both the appropriate supervisor and the grievant.

The summary from the informal meeting will include the following information: date, time and location of the meeting and the resolution.

3. Within five (5) working days of receiving the written grievance, the supervisor will render a decision in writing to the grievant.

Step 2: District Level

1. Within five (5) working days after receiving the decision at Step 1, the grievant may appeal the supervisor's decision in writing to the Superintendent.
2. The Superintendent, acting as an unbiased arbitrator, within ten (10) working days of receipt of the appeal will investigate and hold a meeting with the grievant and his/her representative. Within ten (10) workdays of the conclusion of the investigation, the Superintendent will render a decision in writing to the grievant and the supervisor.

Step 3: Governing Board Level

1. Within five (5) working days after receiving the decision at Step 2, the grievant may appeal the District Superintendent's decision to the Board.
2. The Board will schedule the matter for a hearing within twenty (20) workdays following receipt of the appeal. The Board will schedule a hearing to be held in closed session at its next regular meeting, during which the grievant will be afforded the opportunity to present the grievance. Any Board member may present questions to the grievant during the hearing. The Board will render a decision in writing to the grievant and the Superintendent within ten (10) workdays after the hearing.
3. Should the Board deny the grievance, its decision shall include a written explanation including the reason for their decision. The Board's decision will not limit the grievant's right to seek other legal remedies.

General Regulations:

1. The District shall provide the Union with a copy of each grievance filed by any individual grievant (or group of grievants) who have opted to file a grievance without Union representation; and written responses of all such grievances filed.
2. The Union shall designate a Steward, and Assistant Steward(s), for the purpose of the Union's investigation and processing of grievances.
3. Any meeting held pursuant to the Grievance Procedure shall be conducted at a mutually agreeable time and place, outside of the regular working day, which shall afford a fair and reasonable opportunity for the parties of interest to be present, and shall not be considered as time worked. Such parties to be present shall be designated by the Union and the District independently of each other.
4. The President of Local 6553, AFT-Missouri, (AFL-CIO) may file a grievance on behalf of their Local initiating with District Level (Step 2).
5. If a written response is not rendered to the grievant within the time limits specified by a step, the grievance shall automatically advance to the next step in the grievance process.
6. No video or audio recording shall be made at any stage of the grievance process unless both the grievant and the District representative consent to the recording.
7. All information regarding the grievance may be made available to a third party at the written request of the grievant. The grievant may, upon notification, be represented by a third party at the hearing. Personal information identifying students or adults will be protected (FERPA).
8. Once the grievance is filed, the time periods in this grievance procedure may be extended and steps in the process may be waived by the District and grievant, or by the Union on behalf of the grievant when the grievant has requested representation at any stage. Any such agreement shall be in writing, signed by the parties, or in email form, clearly stating the agreement of each party to a specific timetable for all remaining steps.
9. This grievance procedure shall serve as the exclusive remedy under this Agreement for grievances as defined in Definition, above.

ARTICLE 6 SAFETY EXPECTATIONS

Wheelchair Directions

If the Driver believes the wheelchair is not safe to transport, the driver will notify the dispatcher and report that the wheelchair is unsafe to transport.

Kindergarten Student Drop Off

The Driver will not release a kindergarten student to an unauthorized person. If an authorized person is not present, the Driver will notify the Dispatcher via the radio and follow Dispatcher instructions. In most cases, the Driver will return the child to their assigned school at the completion of their route.

Assigned Seats on School Buses

All elementary and middle school students will have an assigned seat on their school bus. Drivers will keep the current seating chart on the clipboard. It will be the responsibility of the Driver to create and maintain an effective seating chart. Each Driver will have three weeks from the first day of school to submit their seating chart to the Safety Coordinator.

Secondary Students Loading Buses at Correct School

If a high school student wishes to board the school bus at the middle school, the Driver will contact a school Administrator and follow the Administrator's instructions.

Cell Phone Use On The Bus

Drivers/Aides may use their personal cell phones during emergencies and during break times between routes.

Refresher Course for Drivers

If a Driver has been absent for more than 60 days (excluding summer break), they will be required to complete a refresher course with a Certified Trainer prior to driving a school bus to ensure the Driver's skills have not diminished or been compromised during their absence. Time needed to complete the refresher course will be paid at the Driver's regular hourly rate.

Unsafe Roads, Bridges and Other Areas

The Driver will notify Dispatch of an unsafe situation that could result in damage to equipment or injury to students. The safety and welfare of the students far outweigh keeping a time schedule or saving a few miles of driving. Always play it safe. When a pickup cannot be made because of the above reasons, the Driver will notify Dispatch.

Procedures for Hotline

Every Driver/Aide is a mandated reporter, required by law, to report all possible child abuse cases, pursuant to District Policy 2710 – Reporting Student Abuse.

Accidents

All school bus accidents which result in injury, or damage to District or private property, must be reported immediately to the Transportation Office. The Driver/Aide shall call 911 when the accident results in physical injury to any Driver, Aide, or passenger on the bus. A written report of the accident must be filed with the Director within 24 hours.

In the event of a bus accident, the bus Driver should take the following action:

1. Check for the possibility of fire. Use fire extinguisher, if necessary. Evacuate bus if danger exists.
2. Survey the injured.
3. Call the Transportation Office by radio and give precise information, including location, injuries, etc.
4. If it is necessary to evacuate the bus, see that all students are together and remain in a group. Do not release students prior to permission from law enforcement or a Transportation Administrator.
5. Care for the injured: Use the first aid kit if needed.
6. Begin taking names of students, and any other passengers, and placement in seats. All necessary paperwork should be in a packet at the front of the bus.
7. Place safety reflectors on the road per CDL Manual requirements.
8. Secure names and addresses, provided that doing so does not require the driver to leave the bus unattended.
9. Cooperate fully with the investigating officers.
10. Release information only to the investigating officers or to a Transportation Administrator.
11. Remain at the scene until excused by law enforcement or a Transportation Administrator.
12. Children may not be released to anyone except a First Responder (fire, police, ambulance, etc.) without permission from a Transportation Administrator or School Administrator.

The safe operation of his/her school bus is the goal of every Driver. Should an accident occur, it may be judged to be preventable or non-preventable. The Director will determine

if additional Driver training is warranted to provide said Driver with an opportunity to improve his/her driving skills. Recommended training will be considered mandatory and the Driver will be paid at his/her regular rate of pay.

If Disciplinary Action is needed, the Progressive Disciplinary Procedure will be followed.

Driving Time

In accordance with Missouri State Regulation 5 CSR 30-261.010(3)(A)18:

Drivers will not drive a school bus for more than:

1. Eight (8) consecutive hours. Hours will be consecutive unless the Driver ceases operation of the vehicle for at least sixty (60) minutes; or
2. An aggregate of twelve (12) hours in any twenty-four (24) hour period.

Vehicle Condition Report

If a maintenance problem with the Driver's bus arises, this problem must be submitted electronically via the District's bus repair work order system. If the bus repair work order system is not working at the time the problem is submitted, the District shall make a repair-service form available to the Driver for use and a paper copy of the problem submitted to the head mechanic, or his/her designee.

1. Vehicle number should be included on the report.
2. In the comment section, describe the nature of the problem. Include the location of the problem on the bus. Example: Front or Rear, or Curb side or Street side

Camera Usage

All Drivers are required to check camera operation on a daily basis. If you have questions regarding your video footage, speak with the Dispatcher.

Child Finder Equipment

Each Driver, and/or Aide, should walk to the back of their bus to look for students, lost items, and damage, at the completion of each route.

Adequate and Safe Turn-Around

Turnarounds should be adequate for turning without danger of being stuck or backing blindly into traffic. It may be necessary to turn around on either side of a stop location for safety and convenience sake. In cases where a bus cannot turn safely because of the lack of space, notify the Dispatcher immediately.

Breakdowns

Should a breakdown or mechanical failure occur which the Driver cannot correct, the Driver should stay with the bus. Notify the bus garage or Dispatcher (via radio), or the Director, at (636) 327-3860 as soon as possible. Give as much information as possible to help get the bus back on route or to the bus garage. The Driver should:

1. Pull bus as far to the right hand side of the road as possible.
2. Activate hazard lights.
3. Place safety reflectors per CDL Manual standards.
4. If it is necessary to unload students, the Driver/Aide should direct them to:
 - a. Move safely away from the bus (at least 100').
 - b. Stay in a group

Speed Limits

When driving a school bus, the posted speed limit should be observed when conditions permit and it is safe to do so.

Traffic Violations/Tickets

Per Missouri CDL Manual requirements:

A Driver must notify the District within 30 days of conviction for any traffic violations (except parking); no matter what type of vehicle you were driving.

Use of Radio

1. The radio is to be used for breakdowns or emergencies that occur on the route or official business from the Transportation Office.
2. The radio should only be operated by those who have authority to use the equipment, except in the case of an emergency.
3. Priority should be given to any call involving safety.
4. Drivers are to ensure their radio is on and properly set before leaving for each trip.
5. Notify Dispatch by radio if you are ten (10) minutes or more behind schedule.

Stop Arm Violations

If a vehicle runs a stop arm that has been activated, the Driver is to complete the front and back of the Stop Arm Violation Form. The completed form is to be given to the Safety Coordinator.

School Bus Fire

In the event of a fire aboard a school bus, the Driver should consider the following actions as circumstances may dictate:

1. Call 911 IMMEDIATELY.
2. Report the fire to Dispatch IMMEDIATELY.

ARTICLE 7 CONDITIONS OF EMPLOYMENT

Personnel Files

Drivers/Aides will comply with Board Policy 4860 and Board Regulation 4860 with the following changes, additions, and clarifications.

1. The District shall maintain complete and current personnel files for each Driver/Aide. There shall be one personnel file for each Driver/Aide and it will be maintained in the District's Central Office.
2. Every Driver/Aide, upon request to and in the presence of the appropriate administrative official, shall have the right to inspect all of the files the District maintains on the employee, with the exception of the ratings, reports, and records obtained prior to the employment of the individual, including confidential placement papers. At the Driver's/Aide's request, his/her Union designee may accompany the Driver/Aide. If the Driver/Aide is not present, the designee must have a notarized statement authorizing file access.
 - a. No material ascribed to any anonymous source shall be placed in any Driver's/Aide's personnel file.
 - b. Any document, item or material in any Driver's/Aide's personnel file which has been proven to be false or unsubstantiated shall be removed upon written request of the Driver/Aide whose name appears on the file or upon written request of the Union acting on behalf of said Driver/Aide.
 - c. One (1) year following the placement of reprimand in a Driver's/Aide's file, said Driver/Aide may request a meeting with his/her immediate supervisor to discuss his/her current performance related to the reprimand. If the supervisor determines that the reprimand is no longer warranted, the reprimand shall be removed from said Driver's/Aide's personnel file.
 - d. If the reprimand remains in the Driver's/Aide's file at the end of the second year, the Driver/Aide may request a meeting with his/her immediate supervisor to discuss his/her current performance related to the reprimand and the removal of said reprimand. If there have been no further incidents related to the reprimand, the supervisor will add a statement to that effect to the file or, said reprimand will be removed from the file.
3. Information of a derogatory nature shall not be entered or filed in the Driver's/Aide's personnel folder until the Driver/Aide is given notice and an opportunity to review the information and comment thereon by affixing his/her signature on the actual copy filed, with the understanding that such signature merely signifies that he/she read the material, with no inference that said Driver/Aide accepts or agrees with any such material.

4. The Driver/Aide shall have the right to answer any material filed and his/her answer shall be attached to the file copy, provided that no such answer, reply, clarification or explanation shall constitute a waiver of said Driver's/Aide's right to file a grievance in accordance with the provision relating thereto, elsewhere in this Agreement.

Parent-Teacher Conferences

Drivers/Aides who have school age children shall have the right to attend routine parent-teacher conferences. Any Driver/Aide desiring to attend such a conference during scheduled work hours may submit a request for leave at least three (3) days in advance of said conference. Request for leave shall be made in writing to the Driver's/Aide's immediate supervisor.

Hours of Work

1. The definition of a workweek shall be Monday through Sunday.

As full time employees, Drivers/Aides are guaranteed to be regularly scheduled in their primary assignments to work at least twenty-five (25) hours per week. Primary assignment is defined as driving/riding the route itself, completing route specific paperwork or phone calls, bus safety checks and cleaning the Driver's bus. This is based on a regular five (5) day week, the typical school week. In a normal five (5) day week, the daily average hours scheduled is five (5) hours per day.

School days, holidays, utilized PTO, and/or leave time shall count as hours worked for purposes of this provision.

If the District fails to regularly schedule any Driver/Aide in their primary assignments to work at least twenty-five (25) hours per week, the Driver/Aide shall not incur any detriment to pay, benefits, or employment status. He/she shall still be paid for a minimum of twenty-five (25) hours for that week, provided they are clocked-in for a minimum of twenty-five (25) hours.

Drivers/Aides, who selected routes during the August Route Selection day with 25 hours or more per week, are encouraged to assist with other Transportation Department duties if they have idle time.

When a Driver/Aide who selected routes during the August Route Selection day with less than 25 hours per week returns to the lot in the morning or afternoon, and he/she has idle time of at least fifteen (15) minute before their scheduled clock-out time, he/she may be assigned other duties by the Transportation Director or his/her designee. These Drivers/Aides will not be regularly required to perform duties in violation of any other Wentzville School District collective bargaining agreement, i.e. Local 4894.

If a Driver/Aide is en route back to the Transportation Facility and it is apparent that he/she will have more than fifteen (15) minutes of idle time, he/she is encouraged to radio in to the dispatcher so that other duties can be readied for him/her upon arrival.

These duties shall be fairly assigned and be consistent with past practices (since July 1, 2015) and the Drivers'/Aides' training and abilities.

2. Extra duty hours are hours worked in addition to the guaranteed regularly scheduled twenty five (25) hours per week. Any extra work will be paid on the corresponding payroll date.

3. When a Driver/Aide is paid for more than forty (40) hours worked per week, the District shall pay said Driver/Aide for all hours worked in excess of forty (40) hours at the rate of one and one-half (1.5) times the Driver's/Aide's normal hourly rate, in accordance with the Federal Wage-Hour Laws.

If Drivers/Aides work more than forty (40) hours in a week, the Drivers/Aides that work extra hours shall be paid at the rate of two (2) times their regular pay for Sundays and holidays.

Hazardous Working Conditions

The District shall provide all safety clothing and equipment required by the District or by law.

Drivers/Aides shall report unsafe, hazardous, or dangerous conditions to a Transportation Administrator. As soon as possible, the concern will be assessed by appropriate District staff to identify the source and/or extent of the condition.

Absentee Policy

Absences from duty without proper excuse or verification, along with excessive absenteeism, will be addressed through the Progressive Disciplinary Procedure.

If a Driver/Aide exceeds their district issued leave and the absence does not qualify for FMLA, the Driver's/Aide's pay will be docked and they will be disciplined according to the Progressive Disciplinary Procedure.

A. Doctor's Statement

The Director may make a written request for a Driver/Aide to provide a doctor's statement regarding the reason(s) for the Driver's/Aide's absences whenever the period of such absences exceeds the following:

1. Occurrences on four (4) consecutive days; or
2. Occurrences on eight (8) days during one month;
3. Occurrences on ten (10) days during one (1) fiscal year;
4. Patterns of four (4) or more absences which inhibit the effective operations of the school district, i.e., patterns of absences which occur on particular days of the week or during the same shift, e.g., consecutive Mondays and/or Fridays or consistently during morning, mid-day, or afternoon routes.

5. When a pattern of excessive absence is identified as defined above, the immediate supervisor will notify the Driver/Aide in writing of the concern prior to the yearly evaluation. Notation of excessive absenteeism may be included on the evaluation under the performance area: Dependability.
6. The Director reserves the right to require an employee to provide a medical statement from his/her personal doctor, at the District's expense, to substantiate a request for sick leave that, in the District's opinion, is excessive (as defined in paragraphs 1, 2, and 3, above) or in the event the District questions the employee's ability to perform his or her essential job functions. Such statement must be submitted within ten (10) days after the Director's request, unless the employee presents verification from the physician's office that an appointment with the physician and/or the physician's statement was not available within this ten (10) day period.

B. Family and Medical Leave Act (FMLA)

Illness or disability due to a "serious health condition", as defined in the Family and Medical Leave Act, will be excluded from the excessive absence provision. Drivers/Aides should contact the Benefits Office to certify an illness under FMLA guidelines.

ARTICLE 8 EMPLOYEE EXPECTATIONS

Tardiness

Drivers/Aides are assigned a time when they are to clock in. A Driver/Aide is tardy if they arrive after their scheduled clock in time.

Random Drug Testing

Random Drug Testing will be conducted in accordance with Board Policy 4871 and Regulation 4871. The Driver will clock in before leaving the Transportation Facility. When the testing is completed, the Driver will note the time the testing is completed. Upon returning to the Transportation Facility for the afternoon route, the Driver will add the testing completed time to the comments field of the time recording system.

Student Behavior Management Responsibilities

Drivers and Aides shall attend student behavior management training provided by the District and will be paid at their regular rate of pay.

Mandatory Training

Drivers/Aides are required to complete all annual mandatory training, including state/federal training and training required by the District's insurance carrier. Drivers/Aides are required to continue their training throughout their employment. They will attend mandatory training classes. All mandatory training (classroom or online) will be paid at the Driver's/Aide's regular hourly rate.

SPED Routes require Drivers/Aides who possess exemplary skills and ability and they will be required to complete additional training. The District shall provide additional training to Drivers/Aides who are assigned to SPED routes.

All Drivers/Aides shall complete the Safety Department's Special Education training prior to transporting students with special needs. All Floaters and Drivers/Aides, with sitting sub tasks included in their route, shall also complete this training as they, too, may be temporarily assigned to a SPED Route.

Annual Mobility Testing

Drivers/Aides are required to successfully complete Annual Mobility Testing. This testing will be conducted at the end of each school year. The Union will be notified when the Annual Mobility Testing will be conducted and a Union representative will be permitted to monitor the Annual Mobility Testing.

If a Driver/Aide fails to pass any part of the Annual Mobility Testing, mandatory retraining will be conducted. After retraining, the failed portion of the Annual Mobility Testing must be repeated and passed. A Driver/Aide may have up to three (3) attempts to pass the Annual Mobility Test. Drivers/Aides will be paid their regular hourly rate for the actual time required to complete testing, retraining, and retesting.

Calling in Sick

If a Driver/Aide is not able to work due to illness or other unforeseen emergency, the Driver/Aide must speak with an on-duty Dispatcher, Operation Manager or Transportation Director between 5:00 a.m. and thirty (30) minutes prior to their route leave time. If the Driver's/Aide's phone call is not answered, the Driver/Aide may call again within the required time window or send an email.

Each year, during Driver/Aide Orientation, the Transportation Director, or his/her designee, shall provide a written handout to each Driver/Aide detailing the absence notification procedures and contact information.

Each new Driver/Aide hired after the Driver/Aide Orientation shall be provided a written handout detailing the absence notification procedures and contact information.

Bus Aide Expectations

A Driver and Aide assigned to the same route indicates that special teamwork is needed to successfully manage that route. The Driver is responsible for the safe and proper operation of the school bus. The Driver and the Aide share the responsibility for the safe and proper management of the students on the bus. Some tasks are best performed by the Aide, and some by the Driver. The Driver, however, is ultimately responsible for the success of the route.

The list below is provided to help clarify the individual duties and responsibilities of Aides.

1. The Driver and Aide must participate and know Bus Evacuation procedures in the event of a fire or accident and be prepared to assist students.
2. The Driver and Aide must make a final inspection of the bus for any students who may have remained on the bus after route completion (children sleeping or hiding), for vandalism and for cleanliness. This task must be completed after the last student has exited the bus. The Aide may assist the Driver in seeing that the Child Finder procedures are completed upon arrival at the final destination or Transportation Facility.
3. Aides must be properly trained and knowledgeable of how to use the radio in the event the Driver is indisposed.
4. The Aide should check the operation and placement of seatbelts and approved passenger restraint systems. Aides should report damages or improper operation to the Driver immediately.
5. If the Aide believes there is a circumstance that warrants a passenger restraint system, the Aide will contact an Operations Manager to discuss the need for an approved passenger restraint system.
6. A Driver or Aide must always be present when students are on the bus. Never leave students alone on the bus.

7. Prior to transporting a child in a wheelchair, the Aide must properly secure the student and wheelchair to the bus.
8. Aides should refrain from wearing dangling jewelry and are expected to dress safely and appropriately. Closed toe shoes with strap or closed heels are required at all times.
9. Aides are not responsible for the distribution of medication to students. However, in an emergency, Aides should be knowledgeable on the proper use of an Epi-pen for students requiring this assistance.

The Transportation Director, or his/her designee, shall instruct each Aide on the proper use of an Epi-pen. Each newly trained Aide shall receive this training before serving as an Aide on a school bus route. Each Aide shall receive this instruction annually.

10. The Driver and Aide should ensure that personal items brought on the bus are properly secured. Objects/equipment are never to be transported in the aisle.
11. Weapons and other inappropriate items are not permitted on the bus. Inappropriate items include, but are not limited to, glass, balls, bats, and hockey sticks. When a Driver/Aide is unsure if an item is inappropriate, the Driver will contact the Dispatcher for direction. The Dispatcher will advise the Driver if the item is inappropriate.

Weapons MUST be reported immediately to the Dispatcher!

The District shall address this policy annually, during Orientation. The District shall include this policy as part of the training program for each new Driver/Aide hired after Orientation.

12. Drivers or Aides will be on their school bus while students are loading and unloading.
13. In the event of an accident or emergency, the Driver or Aide will notify the Dispatcher by radio.
14. Drivers shall be accompanied by their assigned Aide during Orientation when the Driver is checking out the new route sheet. The Driver and Aide will discuss their expectations for the new route and develop a common team approach to be used throughout the school year.

Driver Expectations

The Driver is a key figure in making the transportation program operate safely and smoothly. The Driver is expected to carry out the following procedures for the safe operation of their vehicle.

1. Drivers shall conduct daily pre-trip inspections of the school bus assigned to them. This inspection will include completion of the Daily Pre-trip sheet.
2. Drivers are not personally responsible for busses determined to be out of service during the annual state inspection.

3. Drivers will be personally responsible for obeying state and local laws governing the operation of their assigned school bus, including the Missouri Commercial Driver's License (CDL) Manual and traffic regulations.
4. Drivers will be responsible for managing the safety and well-being of their passengers and the safe operation of the assigned school bus.
5. Drivers (and/or Aides, where applicable) will be on their school bus while students are loading and unloading.
6. For safety reasons, Drivers may utilize their discretion if a temporary deviation to the route sheet becomes necessary. Drivers shall communicate with dispatch when a temporary deviation from an established route becomes necessary.
7. Drivers shall report any new conditions or hazards that may develop along the assigned route or at the assigned bus stops which cannot be resolved immediately at the time of the concern or hazard.
8. Drivers shall report all serious student discipline infractions in writing on a Bus Referral form.
9. Drivers shall not leave students unsupervised on a bus unless absolutely necessary and, if circumstances permit, only after communicating with dispatch.
10. In the event of an accident or emergency, Drivers (or Aides where applicable) will notify the Transportation Office by radio or, if necessary, by cell phone.
11. If Drivers have a particular problem that needs attention, they shall report the problem and concerns to the appropriate Transportation Department staff member or School Administrator.
12. Drivers shall maintain current assigned route sheets, provided by the Transportation Director, or his/her designee, on their clipboards; have their clipboards with them anytime they are operating their bus; and make appointments to discuss any required routing changes with the appropriate router. During such discussions, drivers will be paid at their regular hourly rate.
13. The Drivers shall safely run the route on schedule. Important: safety is always more important than schedule.
14. The Driver shall not drive the bus at any time if there is inadequate seating space for all passengers aboard the bus. The seating space for each passenger must be sufficient to ensure that the back of each passenger comes in full contact with the seat's back (5 CSR 30-261.010 (4)(B)3.I). The Driver will make every effort to assign passengers to seats in an efficient manner.
15. Drivers assigned to the route shall submit a bus seating chart within two weeks of the first day of school. Drivers will revised the seating chart when necessary.

16. Drivers should refrain from wearing dangling jewelry and are expected to dress safely and appropriately. Closed toe shoes with heel strap or closed heels are required at all times.
17. A Driver and/or Aide must always be present when students are on the bus. Never leave students alone on the bus.
18. Drivers are not responsible for the distribution of medication to students. However, in an emergency, Drivers should be knowledgeable on the proper use of an Epi-pen for students requiring assistance.

The Transportation Director, or his/her designee, shall instruct each Driver on the proper use of an Epi-pen. Each newly trained Driver shall receive this training before serving as a Driver on a school bus route. Each Driver shall receive this instruction annually.

19. If the Driver believes there is a circumstance that warrants a passenger restraint system, the Driver will contact an Operations Manager to discuss the need for an approved passenger restraint system.

ARTICLE 9 EMPLOYMENT PROTECTION

EMPLOYMENT PROTECTION

A. Injury In The Line of Duty

The District shall provide protection to the Drivers/Aides in the form of liability, workers' compensation and unemployment insurance.

B. Work Related Assault

Any Driver/Aide who is injured due to a work related assault upon his/her person shall be entitled to additional sick or personal leave. Such leave shall be separate from and in addition to any regular sick or personal leave allowance. Provided, however, that injured Drivers/Aides may not be compensated (in the aggregate and from any source) more than if they had not been assaulted. In addition, no Driver/Aide shall be entitled to receive compensation under this provision unless they cooperate in the pursuit of legal action, to the extent possible, against the alleged perpetrator(s).

It is the Board's expectation that all Drivers/Aides be treated with courtesy and respect. Verbal/physical harassment involving Drivers/Aides includes, but is not limited to, demeaning, derogatory, or threatening statements. Any Driver/Aide who engages in the verbal/physical harassment of another Driver/Aide or student while on school property will be subject to disciplinary action.

Any Driver/Aide who retaliates, or engages in conduct that could be interpreted as retaliation, against any person who has made a complaint of verbal/physical harassment or who has participated in the investigation of a complaint of verbal harassment will be subject to disciplinary action.

If a Driver/Aide encounters a physically aggressive student, the Driver/Aide will notify the appropriate supervisor. Every reasonable attempt will be made to provide a safe environment for the Driver/Aide and the student.

Written Job Descriptions

Any changes to job descriptions or District policy concerning the working conditions and work rules of the Drivers/Aides will be submitted to the president of the Union in writing.

Layoffs and Recalls

A. Anticipated Layoff

In the event that the District anticipates a layoff of any of the Drivers and/or Aides, the District shall notify the Union in writing at least thirty (30) working days prior to the initiation of said layoff.

B. Layoff Procedure

When the Board determines, due to a decrease in student enrollment or emergency financial needs of the District, that it is necessary to reduce the number of Drivers/Aides on school buses in the Transportation Department, the status of the Drivers' and/or Aides' seniority shall be considered in the following manner:

1. If the District's driver/aide staff reduction requirements are not met after elimination of substitute drivers/aides, the District shall ask for volunteers in Driver/Aide positions to accept layoff,
2. After laying off Drivers/Aides who volunteer to accept layoff, should additional layoffs be required, preference shall be given to the Driver/Aide with the greatest seniority (i.e., the least senior Driver and/or Aide will be laid off first followed by the next least senior driver and/or Aide, and so on).
3. Upon layoff, the laid off Driver/Aide is responsible for providing the District with his/her current address, and will advise the District of any change in address during his/her period of recall.

C. Recall Procedure

Drivers/Aides who are laid off shall retain recall rights to their respective category of position (i.e., Driver or Aide) for two calendar years following their layoff. When the District makes the decision to recall some or all of the laid off employees driving or aiding on school buses in the Transportation Department, the recall shall be made in accordance with the following steps:

1. The District's decision to recall Drivers and/or Aides shall be made in the opposite order from which they were laid off (last laid off, first recalled). The District shall send a recall notice to the laid off Driver/Aide to their last known address.
2. If the position which the Driver/Aide vacated is not available, the Driver/Aide may be offered any other vacant position for which the Driver/Aide is qualified.
3. Drivers and/or Aides on lay off may claim a substitute driver and/or aide position without losing claim to a full-time Driver/Aide recall or opening during their recall period.
4. Any Driver/Aide who is offered a position during his or her recall period, who does not accept the position within three (3) school days after receiving the offer, will be removed from the recall list and only considered for the position after the recall activity has been completed.

ARTICLE 10 EMPLOYEE COMPENSATION AND BENEFITS

Paid Holidays

Drivers/Aides shall be granted seven (7) paid holidays during the school year. In addition, Drivers/Aides shall receive time off without loss of benefits during Spring Break and Winter Break. If, however, Drivers/Aides are scheduled to work during Wentzville's Spring Break or Winter Break, they would do so at their regular rate of pay. If a Driver/Aide drives an out-of-district route, the Driver/Aide shall observe the Spring Break and/or Winter Break of their assigned district only.

Pay for Unused Personal/Sick Leave

When a Driver/Aide retires from the District after serving five (5) to fourteen (14) consecutive years in the District, payment for all unused accumulated personal and sick leave will be paid at an hourly rate of step two (2) of the Driver's/Aide's current year salary schedule. Drivers/Aides who retire from the District after serving fifteen (15) or more consecutive years in the District, will be paid for all unused accumulated personal and sick leave at one (1) dollar less than his/her current hourly rate of pay.

If a Driver/Aide leaves the District after serving at least five (5) consecutive years in the District, payment for all unused accumulated personal and sick leave shall be made at the rate of fifteen (15) dollars per five (5) hour day.

Drivers/Aides leaving the District under the conditions outlined in the previous paragraph shall receive reimbursement with the last paycheck from the District. Drivers/Aides leaving the District upon retirement will receive reimbursement upon proof of the first check from the Public Education Employee Retirement System.

School Cancellation Policy

Drivers/Aides will be notified of emergency school closings and emergency delayed starts by their immediate supervisor or by the District's notification system.

If school is cancelled or an emergency delayed start is declared due to inclement weather, or any other unforeseen circumstance, and the District has not made the cancellation or delayed start notification at least twenty-five (25) minutes prior to the Driver's/Aide's clock-in time, and the employee arrives at work within twenty (20) minutes of his/her assigned start time, the Driver/Aide will clock-in and shall receive two (2) hours cancellation pay at his/her regular rate of pay.

Advance Salary Schedule Placement

In an effort to attract trained staff, the Superintendent shall grant a maximum of five (5) years previous experience for placement on the salary schedule to new and returning employees. An employee desiring credit for previous experience must present evidence of such experience to the Superintendent upon hire, and assignment of placement is made at the commencement of employment. Placement on the salary schedule is contingent upon job related experience and the following:

1. Five (5) years or more of experience Step 5
2. Four (4) years of experience Step 4
3. Three (3) years of experience Step 3
4. Two (2) years of experience Step 2
5. One (1) year of experience Step 1

Mandatory Extra Duty

Mandatory extra duties include, but are not limited to, Orientation Meetings, Safety Meetings, training, drug testing, etc. Extra duty tasks are not mandatory unless specified as such by the Director. All mandatory extra duties will be paid at the Driver's/Aide's regular hourly pay rate.

Attendance Incentive

Any Driver/Aide who has perfect full-time minimum twenty-five (25) hours/week (average five (5) hours/day) attendance for one (1) month (from the first day of the month to the last), shall receive a twenty-five dollar (\$25) attendance incentive.

Any employee who has perfect full-time minimum twenty-five (25) hours/week (average five (5) hours/day) attendance for three consecutive months shall receive an additional fifty dollar (\$50) attendance incentive upon completion of the third month of perfect attendance.

Alterations to the calendar for emergencies or inclement weather shall not be counted against or added to the attendance incentive or payment schedule.

Attendance incentive cut-off dates and payroll schedules will be provided to all Drivers/Aides at the beginning of each school year.

Meetings with Transportation Administration/Staff

Whenever a Driver/Aide meets with Transportation Administration or staff to discuss school business, the Driver/Aide will be paid at his/her regular hourly rate.

Insurance Committee

The Union may designate one (1) representative to serve on the District's Insurance Advisory Committee for the purpose of studying insurance plans affecting all employees of the District.

Insurance Coverage

The District provides the following insurance coverage for Drivers/Aides: medical, dental, life, and vision, pursuant to Board Regulation 4510, Reviewed July 17, 2015. The Drivers/Aides shall have the same medical, dental, life, and vision insurance benefits as all other full-time staff members.

1. Driver/Aide Paid Individual Coverage

Drivers/Aides also have the option of purchasing short term and long term disability insurance. The short-term benefits are for up to 13 weeks after a 7-day waiting period. The long-term benefits have a 90-day waiting period and the length of benefits will vary depending upon the age of the Driver/Aide. Limitations apply and rates are based on age and salary. Contact the benefits office for more details.

Drivers/Aides receiving the stipend have the option of purchasing vision and/or dental coverage. The premium, deducted bi-monthly from the Driver's/Aide's paycheck, will be the same as the premium paid by the District. Contact the benefits office for more details.

2. Driver/Aide Paid Dependent Coverage

Any Driver/Aide may choose to enroll with the District's Insurance carrier for dependent medical, dental, life or vision insurance coverage. Regulations regarding enrollment for dependent coverage are established by the carrier.

Compensation

- A. The District will establish at least two (2) pay days per month and pay shall reflect actual time worked. Pay day calendars shall be provided to all Drivers/Aides during annual Orientation meetings and will be included in new Driver/Aide training.
- B. Paychecks shall be issued through a direct deposit program directly into the Driver's/Aide's checking or savings account. Exceptions may be made by the Superintendent on a case-by-case basis.
- C. Paycheck stubs shall provide columns to readily identify holiday hours, extra hours, and overtime to include:
 - 1. The total number of extra hours and overtime worked per period
 - 2. The holiday hours, extra hours, and overtime hourly rates of pay and gross holiday hours, extra hours, and overtime pay before taxes.
- D. A Driver/Aide shall advance 1 step for each year of employment until the top of the Pay Step Schedule is reached.
- E. All Drivers/Aides who have reached the top of the Pay Step Schedule shall receive an increase, either a percentage (%) or a dollar amount. Said increase shall be negotiated yearly.
- F. No Driver/Aide, regardless of placement on the Pay Step Schedule, shall receive an hourly amount that is less than they received for the performance of regular duties during the previous school year.

- G. Drivers/Aides who leave the District with a minimum of five (5) years of District experience and are rehired to full-time employment, within six (6) months after leaving, shall be placed on the Pay Step they would have been on as if they had never left. If past the six (6) month period, they will be hired back at the step at which they left. This applies only to Drivers/Aides who return to the same position.
- H. All other extra Driver/Aide duties (i.e., Summer School, Safety Meetings, Orientation, bus cleaning, preparing/updating seating charts, updating route sheets, making calls to parents or schools, and other duties assigned by the Transportation Administrators or office staff), other than the Driver's/Aide's normal daily route(s), will be paid based upon the Driver's/Aide's hourly rate.
- I. In order to advance one (1) pay step, the Driver/Aide must have been a full time employee and compensated for 75% of the school calendar (July 1 to June 30).
- J. Drivers/Aides are required to clock in on the District's electronic time-keeping system daily, prior to commencing their work assignment. Drivers/Aides must clock out on the District's electronic time-keeping system after completion of their duties.

Drivers clocking in for a route will clock in and be paid for an additional ten (10) minutes prior to the scheduled lot departure time. This extra ten (10) minutes is required for the daily AM and PM pre-trip bus inspections.

K. Overtime

Overtime is defined as working more than forty (40) hours in a workweek. The District's expectation is pre-approval for overtime. The Director or his/her designee will endeavor to schedule extra duty work assignments in a manner that will minimize regularly scheduled overtime. The District will be responsible for monitoring aggregate hours to minimize the chance of overtime.

**WENTZVILLE R-IV SCHOOL DISTRICT
LOCAL 6553 BUS DRIVERS AND BUS AIDES PAY STEP SCHEDULE
2018-2019**

BUS DRIVERS	
STEP	HOURLY RATE
1	15.05
2	15.45
3	15.85
4	16.25
5	16.65
6	17.25
7	18.47
Longevity	20.00

Drivers who are temporarily asked to be a substitute driver will be paid at their regular rate of pay.

Drivers will receive District-paid health, dental, vision, and life insurance.

Note: Drivers who elected the insurance stipend in 2014-2015 may continue to elect a stipend \$5,088 annually. No new elections will be permitted moving forward.

BUS AIDES

STEP	HOURLY RATE
1	11.15
2	11.91
3	12.27
4	12.67
5	13.07
6	13.47
7	13.91
8	14.35
9	14.79
10	15.28
11	15.77
12	16.26
13	16.70
14	17.50
Longevity	17.50

Additional time for longer routes, midday runs, meetings, etc. will be paid at the Aide's hourly rate.

Aides who are temporarily asked to be a substitute will be paid at their regular rate of pay.

Aides will receive District-paid health, dental, vision, and life insurance.

Use of Automobiles

Drivers/Aides, who are requested to use their personal automobiles to conduct duties assigned by the Director, or his/her designee, shall be reimbursed for costs incurred at the current per mile rate of the District. These duties include, but are not limited to, mandatory drug testing and mandatory training classes. The Driver/Aide reserves the right to decline the request to use his/her personal vehicle without reprisal for the refusal.

Retirement

A. Public Educational Employee Retirement System

The District will contribute to PEERS pursuant to State law. Drivers/Aides will participate in PEERS pursuant to State law.

B. Retiree Insurance Benefits.

The Driver/Aide retiring from the District will be eligible to purchase insurance benefits as provided by law. A retiree has one year from the last day of work to elect retiree insurance coverage. If a Driver/Aide terminates retirement coverage, they are not eligible to reinstate coverage.

ARTICLE 11 EVALUATION OF EMPLOYEES

Driver/Aide Evaluations

- A. Any Changes to evaluation forms will be submitted to the Union President for review. If there are concerns with the proposed changes, a Joint Committee shall be formed. The District and the Union shall each designate not more than three (3) persons to constitute a Joint Committee whose function will be to study, draft, and present to the Superintendent, for his/her consideration, updated evaluation forms. Any Driver/Aide serving on this Committee will be paid at his/her regular hourly pay rate.
- B. Each Driver/Aide shall be fully appraised by the District of the evaluation form, standards, criteria, and procedures used for evaluation within the first thirty (30) of his/her employment.
- C. Driver/Aide evaluation shall be an ongoing process of open communication, which serves to assist, motivate, guide, and evaluate the Driver/Aide for the purpose of improving the quality of his/her performance, and recognize the significant role of the Driver/Aide within the District.
- D. If performance concern(s) warrant a rating of “Does not Meet” or “Needs Improvement”, the Driver’s/Aide’s supervisor shall discuss the concern(s) with the Driver/Aide when the concern(s) arise(s).
- E. The evaluation conference shall be conducted annually and consist of a face to face meeting between the Driver/Aide and the Director, or Operations Manager.
- F. The goals of the evaluation conference shall be:
 - 1. To enable the Driver/Aide to understand and recognize his/her duties and responsibilities
 - 2. To help the Driver/Aide identify personal and professional strengths and weaknesses.
 - 3. To provide guidance for the Driver/Aide in recognizing and strengthening weaknesses.
 - 4. To recognize the Driver’s/Aide’s special talents and contributions to the District.
- G. Drivers/Aides shall be surveyed annually regarding their perception of the effectiveness of their Director, provided that the District also surveys building principals in that year.

ARTICLE 12 EMPLOYEE DISCIPLINE

Discipline and Discharge

- A. Employee discipline shall be used in an effort to improve, correct, and prevent a recurrence of undesirable behavior or performance issues.
- B. No Driver/Aide shall be disciplined and/or discharged without just cause. A Driver/Aide who believes that such an action is in conflict with any of the above may appeal that action to the third step of Article 5 Grievance Procedure. Any such grievance must be filed within ten (10) working days of the disciplinary action.
- C. Any investigation into a complaint against a Driver/Aide which may result in discipline will include an interview of the Driver/Aide, during which the Driver/Aide will be advised of the allegations and provided the opportunity to respond. All complaints made against a Driver/Aide by a parent, student or other person (i.e. anyone not an employee) will be brought to the attention of the Driver/Aide.
- D. If the immediate supervisor then determines that discipline is warranted, such discipline shall be administered to the Driver/Aide in a disciplinary conference with the immediate supervisor. Before any Driver/Aide is called in by an administrator or supervisor for formal disciplinary action of a serious nature that would result in at least a written reprimand, the Driver/Aide shall be given the opportunity to arrange for the presence of a Union Steward. It is the Driver's/Aide's responsibility to notify the Union Steward of the disciplinary meeting. In the event of a cancellation or change in meeting date or time, it is the Driver's/Aide's responsibility to notify the Union Steward.

No video or audio recording shall be made of the meeting unless both the employee and the District representative consent to the recording.
- E. Drivers/Aides shall be notified in writing of a disciplinary meeting at least twenty-four (24) hours in advance, allowing a reasonable amount of time to obtain Union Steward representation, unless in the discretion of the Transportation Director, such notification places the welfare of students or staff at risk. Notifications shall state the Disciplinary Procedure step, nature of the complaint and disciplinary meeting, along with a statement that the Driver/Aide has the right to Union Steward representation. A meeting may occur sooner by mutual consent of the District and the Union. The meeting shall occur within three (3) working days of the disciplinary meeting notification, unless extenuating circumstances should arise.
- F. If the discipline is related to a specific incident, the immediate supervisor shall notify the Driver/Aide within five (5) working days of becoming aware of the incident, unless extenuating circumstances should arise.
- G. The Union shall receive in writing, any and all disciplinary actions (i.e. written reprimand, suspension, or termination) within ten (10) working days of the completion of the disposition, unless extenuating circumstances should arise

- H. Any Driver/Aide who has been suspended without pay by the Superintendent will be given the opportunity to appeal the decision to the Board who will decide to either maintain or reverse the Superintendent's decision. The Board will review the employee's personnel record, the recommendation of the Superintendent and any supporting documentation, and any evidence the Driver/Aide believes supports reversal of the Superintendent's decision.
- I. The Board will render a decision in writing to the Driver/Aide within ten (10) working days of its review. The Board's decision shall explain the reason for their decision. The Board's decision will not limit the Driver's/Aide's right to seek other legal remedies.
- J. For serious offenses, the Superintendent may take action to waive the Progressive Disciplinary Procedure when in his/her judgment the best interests of the District will be served by immediate suspension.

Progressive Disciplinary Procedure

The purpose of this system of progressive discipline is to provide a procedure to inform Drivers/Aides of deficiencies in the performance of their duties, or failure to follow District policy, and to provide said Drivers/Aides with an opportunity to improve. Progressive Discipline is outlined as follows:

A. Verbal Reprimand (Step 1)

Upon commission of a first offense, the Driver/Aide shall meet in a conference with his/her immediate supervisor and shall be given a verbal warning as well as a written copy of the appropriate policy and/or procedure. Documentation of the verbal reprimand will be added to the Driver's/Aide's personnel file.

B. Written Reprimand (Step 2)

Upon commission of a second offense, the Driver/Aide shall meet in a conference with his/her immediate supervisor. Driver/Aide deficiencies shall be addressed and the supervisor shall provide written suggestions for improvement. Documentation of the written reprimand will be added to the Driver's/Aide's personnel file.

A reprimand which relates to the safety of a student may form the basis for elevating the progressive discipline.

C. Recommendation for Unpaid Leave (Step 3)

Upon commission of a third offense, the Driver's/Aide's supervisor may recommend suspension of up to five (5) days of unpaid leave. Reprimands resulting from any previous infraction may not form the basis for elevated progressive discipline if more than four (4) years have elapsed since the reprimand(s) and, said reprimand(s) shall not be used for considering suspension. Documentation of the current written reprimand will be added to the Driver's/Aide's personnel file. If a holiday falls within the dock period, it would be counted as one of the docked days.

D. Suspension Pending Termination (Step 4)

Upon commission of a fourth offense, the immediate supervisor may recommend that the Driver/Aide be terminated. The Driver/Aide may be placed on suspension without pay pending the termination. Reprimands resulting from any previous infraction may not form the basis for elevated progressive discipline if more than four (4) years have elapsed since the reprimand(s) and, said reprimand(s) shall not be used for considering suspension and/or termination.

The Board has the authority to terminate the Driver/Aide; however, the Driver/Aide may request a meeting with the Superintendent to discuss the recommendation prior to the Board meeting to act upon the recommendation.

Reprimands

No administrator shall reprimand or criticize an individual Driver/Aide in the presence of the Driver's/Aide's colleagues, or students, or in the presence of parents of such students. Where reprimand or criticism is deemed necessary, it shall be made in private.

Union Steward Representation

Union Stewards shall be entitled to assist or represent any Driver(s)/Aide(s) with the grievance and/or discipline procedure during 8:00 AM to 5:00 PM when the Steward and Driver(s)/Aide(s) are not on duty.

When any Driver/Aide requests the presence of a Steward for a meeting about disciplinary matters, the District shall schedule the meeting during regular business hours at a time when the Driver/Aide and Steward are not on duty. Disciplinary meetings are mandatory for the Drivers/Aides. During disciplinary meetings with the District, Driver(s)/Aide(s) will be paid at their regular hourly rate.

ARTICLE 13 LEAVES

Leave of Absence

Drivers/Aides will comply with Board Policy 4321 and Regulation 4321.

Sick Leave

On the first scheduled work day of each school year, each Driver/Aide shall be credited eight (8) sick leave days and two (2) personal leave days. Each Driver/Aide may accumulate up to one-thousand (1000) hours of sick leave and twenty-five (25) hours of personal leave.

At the beginning of each school year, any accumulated Personal Leave hours beyond twenty-five (25) will be converted to sick leave.

Bereavement Leave

Support staff shall be granted up to five (5) days maximum per year of bereavement leave without deductions from pay. Employees may use these leave days as needed. A general guideline for the number of bereavement days taken is as follows:

1. Up to five (5) working days for spouse, child, mother, father, mother-in-law and father-in-law or dependents living in the home.
2. Up to two (2) working days for sister, brother, grandparent, sister-in-law or brother-in-law, son-in-law or daughter-in-law, or grandchild.
3. One (1) work-day for aunt or uncle, niece or nephew.
4. Requests for bereavement leave for persons not covered in the guidelines shall be considered on an individual basis by the Superintendent/designee. If necessary, bereavement days in addition to those stated above shall be requested under the Emergency Leave Policy. Bereavement leave shall be taken within ten (10) days of the date of death. Requests for extension of this deadline may be made to the Superintendent within ten (10) days of the date of death.

Personal Leave With Pay

Personal Leave shall be for personal or business reasons. Absence, as herein limited, shall constitute legitimate use of personal leave with pay.

- A. The District shall provide each Driver/Aide with two (2) personal days per year. A personal day may be used for personal business. Personal leave days cannot be used for work stoppages. Personal leave may not be used during the first day of school, the last day of school, or the scheduled work day before or the scheduled work day following a holiday.

- B. Personal leave application shall be made on the District's leave-reporting system website and submitted to the Director, as soon as possible, but at least twenty-four (24) hours in advance of the Driver's/Aide's official start time of the requested leave.
- C. Once the Director has approved a personal leave day, such approved leave shall not be denied.

Civic Duty

Drivers/Aides shall be granted leave when called to jury duty or when under subpoena from any court to appear as a witness, provided the Driver/Aide is not involved either as a plaintiff or defendant.

1. The Driver/Aide shall receive his/her full pay for the pay period(s) affected by serving on a jury or as a witness subpoenaed by any court. Said Driver/Aide shall retain any fees, mileage or meal reimbursement from the court.
2. A copy of the jury summons or subpoena shall be submitted to the immediate supervisor prior to any absence for service.
3. If a Driver/Aide is called for jury duty and is not selected, said Driver/Aide shall be expected to return to the District and complete the workday at no loss of pay and/or benefits.

Leave granted by the District for jury duty or as a witness under subpoena shall not be deducted from the Driver's/Aide's benefit days.

Military Leave of Absence

A military leave of absence shall be granted to any Driver/Aide who is inducted into or who is a member of the National Guard or any reserve component of the armed forces of the United States. The time the Driver/Aide is on military leave of absence shall count as experience in the District for purposes of seniority.

Upon returning from military leave of absence and timely notification to the Board, the Driver/Aide shall be reinstated to the position which the Driver/Aide vacated if that position is available. If the position which the Driver/Aide vacated is not available, the Driver/Aide shall be placed in another position of equal status and pay rate for which the Driver/Aide is qualified.

During the duration of the Driver's/Aide's granted military leave from their position, the Driver/Aide shall have no loss of employee-paid dependent group health insurance or life insurance.

Leave for Union Activity

With prior approval of the Director, Union members shall be granted release time without loss of pay or benefits to attend professional development sessions. Such sessions must relate primarily to the enhancement of job performance as a Union member or as an

employee of the District and may be sponsored by the AFT-Missouri (AFL-CIO) or American Federation of Teachers (AFL-CIO).

Union members shall be granted time off with pay to attend conferences, conventions, seminars, negotiations, and other official union meetings.

Union members, as a group, shall be provided an aggregate bank of one hundred (100) hours release time per school year to address union business with no loss of pay or benefits.

Leave for union activity shall be granted under the following conditions:

1. Request for leave shall be submitted not less than five (5) working days prior to the beginning of the leave.
2. Not more than ten percent (10%) of union membership shall be entitled to such leave during the same time period.

ARTICLE 14 SCHOOL BUS ROUTE SELECTION & SENIORITY

School Bus Routes

School bus routes consist of the periodic and repetitive transporting of students to and from school, home, and/or outside activities. The Transportation Director (hereinafter referred to as the “Director”) may change any school bus route as needed throughout the year. Driver and/or Aide selection of school bus routes shall be based on Driver/Aide seniority as detailed in this Agreement.

Changes can be made to any route at any time throughout the year, at the Transportation Director’s discretion. For each change, a detailed, written explanation, i.e. route sheet in the case of a route change, will be provided to the Driver/Aide assigned to that route, prior to the next departure of that route from the lot.

Discretion will be used by the Driver when responsibly choosing a layover location. Whenever practical, layover shall occur on school district property. If a layover location is in question, the Director or designee shall make the final determination of the appropriateness of a layover location. An inappropriate location must not be used for a Wentzville school bus. In the event the Transportation Director receives a complaint regarding the Driver’s chosen layover location, the Transportation Director may direct the Driver to choose a different location.

DRIVER/AIDE REASSIGNMENT – OPEN ROUTE

When serious problems occur with an assigned route which cannot be resolved through discussion between the supervisor and the Driver/Aide, or there is just cause, the Transportation Director has the authority to designate the route as an open route.

Prior to posting the route as an open route, the displaced Driver/Aide may request to swap the vacant route with another Driver/Aide, if that other Driver/Aide is amenable to the swap. The displaced Driver/Aide shall select the other Driver/Aide by seniority. If the displaced Driver/Aide does not request a swap, or if the Transportation Director does not approve the requested swap, the route will then be posted for selection in accordance with the “New/Existing Route” selection procedure.

If no Driver/Aide selects the vacated route, the displaced Driver/Aide shall choose his/her new route from those not covered by another Driver/Aide. If all routes are being covered by Drivers/Aides, the displaced Driver/Aide shall swap the vacated route with the route covered by the Driver/Aide with the lowest seniority.

DRIVER FLOATERS

Driver Floaters are Drivers who shall substitute for other Drivers who are absent. When Driver Floaters sign up to be a Floater, they do so by signing up for a Floater position in one of the driving binders. Should a Driver Floater be assigned to perform Aide duties, the Driver Floater will be paid at his/her Driver rate. Driver Floaters are not assigned to a particular route. The Transportation Director makes daily route assignments to the Driver Floaters on an as needed basis.

The Director, or his/her designee, determines the number of Driver Floaters required each year. The Director will add one page for each Driver/Floater position to the School Year Route binder prepared for route selection at the first of each school year.

School Bus Route Selection

At the beginning of each school year, and as routes are developed throughout the school year, Drivers/Aides will select the route(s) they wish to be assigned to. All routes shall be selected on a seniority basis with following exception:

Drivers/Aides shall not select a route where they would be on the same bus as a member of their immediate family, in-law, or former family (father, mother, son, daughter, sister, brother, spouse). Any Drivers/Aides who are currently on the same bus as a member of their immediate family, in-law, or former family are exempt from this exception provided there have been no documented concerns in the past. Any future documented concerns could also result in enforcing this guideline.

If there are a sufficient number of routes in the binders, all Drivers/Aides will select a route. Should any Driver/Aide have a route to select but, refuses to select a route, that Driver/Aide may be subject to disciplinary action.

If there is an insufficient number of Drivers/Aides to fill school bus routes in the binder, Driver Floaters may be temporarily assigned to these routes. If an insufficient number of Driver Floaters are available, substitute drivers/aides may be temporarily assigned to the un-assigned routes. As new Drivers/Aides become available, these temporarily assigned routes shall be offered to these new Drivers/Aides on a seniority basis. It is the intent of the District to reduce or eliminate regularly scheduled overtime.

All school bus route selections shall be paid at the Driver's/Aide's current pay rate.

The District shall permit the Union President, and/or designee(s), to monitor the route selection process. One workweek prior to route selection, the Transportation Director shall provide a current Seniority List and a current and all inclusive route list to the Union President, and/or designee.

School Year Routes and Out of District Routes – Selection Procedure

All school bus routes from the binder are subject to the route selection procedures described herein.

- A. Route selection will be conducted at the Transportation Facility.
- B. All Drivers/Aides participating in the route selection process will be assigned a date and time, based on seniority, to select a route of their choice. Drivers will select first, followed by Aides.
- C. At least two (2) days prior to the first day of route selection, the Director shall submit the route sheets for all School Year Routes, planned for the upcoming school year, to the Drivers/Aides for their review. Route sheets for all School Year Routes

will be presented in two separate binders: one binder for SPED Routes (to include Out of District Routes) and one binder for all other known School Year Routes. Floater positions will be included in the School Year Routes binder. Drivers interested in being a Driver Floater will express their interest by selecting one of these pages during the route selection process. These two binders shall be conveniently placed in the Driver/Aide lounge.

- D. Drivers/Aides are responsible for reporting at their assigned date and time to select their route.
- E. Sign-up sheets shall be available to record the names of those Drivers/Aides interested in being considered for extra driving and/or non-driving duties throughout the school year.
- F. Drivers/Aides who are unavailable for route selection due to an emergency or other circumstance will notify the Director in writing/email and identify their chosen proxy to select a route in their place. That proxy will select a route for that Driver/Aide on the originally assigned route selection date and time. If a Driver/Aide does not appear at their scheduled time and a proxy has not been provided, the Transportation Director may, at his/her sole discretion, accept a tardy Driver/Aide to select from the remaining available routes.

New/Existing Routes Become Available

If a new or existing school bus route becomes available after the initial route selection session is completed, it will be filled with a Driver/Aide by seniority. Each route will be posted for Drivers/Aides to review. Interested Drivers/Aides will sign their name to the sign-up sheet. A copy of the sign-up sheet will be provided to the Union President, and/or designee, on the "sign-up ending date". The names added to the sign-up sheet will be arranged by seniority and the route(s) will be selected by seniority.

A Driver/Aide who is currently assigned to an existing school bus route, may switch to a new route only once per school year.

If there is an insufficient number of Drivers/Aides to fill these school bus routes, Floaters or substitute drivers/aides may be temporarily assigned to the routes. As new Drivers/Aides become available, these temporarily assigned routes will be offered to these new Drivers/Aides on a seniority basis.

A maximum of three (3) selections may result from one initial opening. The Director shall fill the fourth (4th) opening by assigning the least senior Driver/Aide to the fourth (4th) opening. The position then vacated by the least senior Driver/Aide shall be filled by a Floater or substitute driver/aide until a new Driver or Aide can be hired.

Additional School Year Routes

Horizon, ELL, AM and PM Early Childhood Routes are Additional School Year Routes which will be combined with existing school bus routes and will be placed in the School Year Route binders for selection at the beginning of the school year. Other Additional

School Year Routes will be placed in a separate Midday Route binder as stand-alone routes. Drivers/Aides who selected a short school bus route (i.e. less than 25 hours per week), will be required to select a Midday Route in order to be scheduled for at least twenty-five (25) hours per week, and therefore, will have first priority to select a Midday Route, on a seniority basis. After these short-route Drivers/Aides have completed selecting a Midday Route, the remaining Midday Routes will be made available to the other Drivers/Aides on a seniority basis.

After initial School Year Route selection is completed, Additional School Year Routes may be selected on a seniority basis and added to established School Year Routes. However, a Driver/Aide may be precluded from selecting an additional route if it interferes with a previously assigned route or causes the Driver/Aide to go into daily scheduled overtime. These Additional School Year Routes will be posted for Drivers/Aides to review. Drivers/Aides will select these routes by signing their names to the sign-up sheet(s) posted for three (3) full business days on the white board in the driver's/aide's lounge. Drivers/Aides will not be permitted to have more than one Additional School Year Route at a time.

The sign-up sheet shall contain the following information:

1. Description of the routes being offered.
2. Indication if Drivers and/or Aides are needed.
3. Sign-up ending date when the sign-up sheet was posted and when it will be pulled from the board.
4. Date, time, and location for the route selection meeting.

A copy of the signup sheet(s) shall be provided to the Union President, and/or designee, on the "sign-up ending date". The names added to the sign-up sheet shall be arranged by seniority and the additional route(s) shall be selected by seniority using the process, below.

- A. Drivers/Aides interested in the additional route(s) shall meet for route selection at the designated date, time, and place specified on the sign-up sheet.
- B. If a Driver/Aide is not able to attend the route selection meeting, he/she will designate a proxy, in writing.
- C. The additional route(s) will be selected by the Drivers/Aides/Proxies by seniority.
- D. Aides will have priority over Drivers when Aide position selections are needed.
- E. If an insufficient number of Drivers/Aides accept additional route positions, Driver/Aide Floaters may be temporarily assigned to the routes. If an insufficient number of Driver Floaters are available, substitute drivers/aides may be temporarily assigned to the un-assigned routes.

School Year Routes which need specialized Driver/Aide training will be identified before the route selection process begins. Training dates shall be posted so that the Driver/Aide can sign up for the needed training classes.

Summer Routes – Selection Procedure

Summer Route selection will be conducted at the Transportation Facility. Drivers/Aides shall have the first opportunity to participate in the Summer Route selection procedure.

Drivers/Aides will be paid a minimum of three (3) hours per day. Aides will be paid at their regular rate of pay. Drivers who have accepted a Driver position will be paid at their regular rate of pay. This minimum three (3) hours of pay is contingent on Drivers/Aides being clocked-in for a minimum of three (3) hours.

On days when a Driver/Aide returns to the lot in the morning or afternoon, and he/she has idle time of at least fifteen (15) minutes before their scheduled clock-out time, he/she may be assigned other duties, similar to the less than 25 hour/week provision under Conditions of Employment.

If a Driver/Aide is in route back to the Transportation Facility and it is apparent that he/she will have more than fifteen (15) minutes of idle time, he/she is encouraged to radio in to the dispatcher so that other duties can be readied for him/her upon arrival.

Drivers/Aides will sign-up for Summer School/ESY Routes as indicated below.

A. Drivers' sign-up sheets

During the first week of April of each school year, two sign-up sheets shall be posted for those Drivers who are interested in a route during the summer. One sign-up sheet shall be for Summer School Routes and the other will be for Extended School Year (ESY) Routes.

At the May Safety Meeting of each school year, if not enough Drivers have signed-up to fill Summer School/ESY routes, the Transportation Director will announce that Drivers are still needed to sign-up for Summer School/ESY routes.

B. Aides' sign-up sheet

During the first week of April of each school year, a third sign-up sheet shall be posted for Aides to sign who are interested in working as a bus aide during the summer. Drivers may also sign-up on this sheet to indicate their interest in providing bus aide services during the summer.

At the May Safety Meeting of each school year, if not enough Aides have signed up to fill Summer School/ESY routes, the Transportation Director will announce that Aides are still needed to sign up for Summer School/ESY routes.

Aides shall have priority to select all summer aide positions. Drivers shall be allowed to select routes and provide bus aide services for Summer School and ESY routes after

the Aide sign-up list has been exhausted. Any Driver who selects a bus aide position will be paid at Step three (3) on the Aide pay scale.

C. Summer Route Floater Drivers

Before route selection begins, the Director shall determine the number of Floater Driver positions needed each summer. These positions will be included and selected with the Summer School Route positions.

These Driver(s) will report to the dispatcher each day and be available to drive or aide on a Summer Route, as needed.

D. Summer School Routes

As soon as the Summer School Routes are finalized, the Drivers/Aides shall select routes in seniority order. Route selection shall continue until all of the Summer School Routes have been selected.

Once a Driver/Aide has accepted a Summer School Route, he/she is not eligible to select ESY Routes for that summer. If a Summer School Route is added after route selection day, the remaining Drivers/Aides on the original Summer School Route sign-up list shall be notified. Drivers on the list who did not receive a Summer Route shall have the opportunity to accept the new route(s). Drivers/Aides shall select these routes by seniority.

E. Extended School Year (ESY) Routes

At least one week prior to the first day of ESY, all eligible Drivers/Aides who signed the ESY Summer Route and/or bus aide sign-up sheets will report to the Transportation Facility. The routes shall be selected in seniority order until all of the routes are selected.

If additional routes are added after the ESY route selection day, the remaining Drivers/Aides on the original ESY Summer Route sign-up sheet shall be notified. Drivers/Aides on the list who did not receive an ESY Summer route on route selection day shall have the opportunity to select the new route(s). Drivers/Aides shall select routes by seniority.

F. New Driver/Aide Summer Work Requirement

If there is an insufficient number of Drivers/Aides on the sign-up sheets to fill Summer Route positions, the Director may assign unfilled route positions to new Driver/Aides who will be completing their first school year as Driver/Aides. Upon approval by the Board, each new Driver/Aide shall be advised by the Director of the District's requirement that they be available to work during the summer, if needed. The new Driver/Aide will be advised of the duties and pay scale that may be expected. The least senior new Driver/Aide will be the first new Driver/Aide assigned to an unfilled summer position, followed by the next least senior Driver/Aide, etc., until all un-filled positions have been filled.

G. General Procedures

1. For Summer School Routes and ESY Routes, a Driver/Aide shall be allowed two (2) absences from the route. On the third (3) absence, the route shall be awarded to the Driver/Aide next in line, by seniority, on the Summer School Route or ESY Route signup lists.

If there are no Drivers/Aides left on the signup sheet(s), the Director, or his/her designee, may offer the position to a Driver/Aide of his/her choice.

2. Drivers/Aides are not allowed to find replacements without coordination with Transportation management.
3. Out of District Route Drivers/Aides shall be paid according to the District Payroll Calendar. The Drivers/Aides are expected to work according to the calendar of the schools they serve. They will be paid for all additional days worked. If they cannot work on their school's calendar day, they must submit a request for time off 1 (one) week prior to the date. If a Driver/Aide selects an out of District route, the Driver/Aide must commit to working the entire calendar of the selected route. If a Driver/Aide fails to fulfill the full calendar of an out of District route, the Driver/Aide shall be prohibited from selecting an out of District route the following year. Fulfilling the full calendar shall be defined as not meeting any of the excessive absence provisions outlined in Article 7, Section A, during the duration of that route's calendar. The Director or designee can approve short-term leave requests without enacting this provision.

If their school is not in session on a day or days when Wentzville is in session, the Driver/Aide may be scheduled to substitute on intra-district routes. Arrangements should be made with the Dispatcher prior to the actual date(s).

4. Out-of-District routes require special consideration by the Driver/Aide during route selection. All special requirements and expectations for these routes shall be clearly identified to the Drivers/Aides so that they can make a responsible route selection.
5. If an Out-of-District Driver/Aide is approved for time off of at least five (5) consecutive work days when the District is scheduled to be off school, the time off shall be posted for other Drivers/Aides to select, until the Out-of-District Driver/Aide returns. The Driver/Aide shall be chosen by seniority from the sign-up sheet.
6. If requested and available, the name of the previous year's Driver and/or Aide assigned to a route shall be made available to the current year's Drivers and/or Aides prior to the route being assigned.
7. All special expectations of the Aide shall be identified to the current year's Aides before the route is assigned.
8. If a route has more than one (1) Aide, and later the second Aide is no longer needed, the senior Aide has the first option to change routes.

ARTICLE 15 FIELD/ACTIVITY TRIPS

Probationary Period for New Drivers Regarding Field Trips

All newly licensed Drivers must be approved by the Director prior to transporting students on Field Trips out of the Wentzville School District. This probationary period may vary from person to person, but will be based on the Driver's prior experience, demonstration of professionalism, driving skills, decision making ability, and student management skills.

Field/Activity Trips – General Procedures

1. Drivers are responsible for getting directions and being prepared for the trip prior to leaving the Transportation Facility.
2. Drivers are allowed to give up their regular route to drive any trip scheduled for eight (8) hours or more.
3. Drivers are required to conduct a brief Emergency Evacuation explanation prior to leaving for a field trip. This information is crucial in the event of an accident.
4. Drivers are required to maintain the Trip Sheet on their bus until the trip is complete. This documentation shall be submitted to the Transportation Office upon returning to base.
5. The bus should be swept out, if needed, after a field trip.
6. Any fuel paid for by a Driver will be reimbursed with a receipt only; however, this practice is discouraged. A fuel card is available and will be provided for field trips that may require refueling.
7. At least one adult field trip sponsor is required to ride on the bus for all field trips.
8. Drivers are required to perform and document a pre-trip inspection on their bus and should ensure they have adequate fuel before departing the Transportation Facility.
9. Lot/Building keys will be assigned as needed. It is each Driver's responsibility to return the keys at the time of resignation or termination.
10. Trip Drivers are responsible for setting the alarm and locking the building/lot upon leaving or returning from a trip.
11. Drivers shall remain on-site with the group they transport. If parking is not available on site, Drivers shall park as close, as safe, and as convenient as possible to the group site. If the Driver is not able to remain with the group, the Driver shall exchange phone numbers with the sponsor/coach. The Driver shall be accessible at all times as needed, in the event of an emergency, or if the event might conclude early.
12. Refer to the PAYROLL section for payroll policies specific to field trips

13. The Driver will not drive the bus at any time if there is inadequate seating space for all passengers aboard the bus. The seating space for each passenger must be sufficient to ensure that the back of each passenger comes in full contact with the seat's back (5 CSR 30-261.010 (4)(B)3.I). The Driver will make every effort to assign passengers to seats in an efficient manner.
14. Field Trip Sheets will be placed in the Driver's box in a timely fashion. Each trip Sheet will contain all of the information the Driver needs to complete the field trip.
 - a. A description of the group taking the trip
 - b. The scheduled time when the group needs to depart for the trip
 - c. The scheduled time when the group needs to arrive back at the school at the end of the trip. This time must match the arrival time given to the parents.
 - d. The name of the school where the group will be picked up
 - e. The school door number or location at the school where the group will be picked up, (i.e. Activity Door, Auditorium Door, By the Flag Pole).
 - f. The name and address of the field trip's destination
 - g. Transportation Department or trip sponsor notes or special instructions required by the Driver
 - h. Name, address, phone number of any dorm/motel room accommodations made for the Driver
 - i. The names and cell phone numbers of emergency contacts:
 - i. Transportation administrators: Director, Operations Managers, Maintenance Supervisor, etc.
 - ii. School's Activity Director
15. On out of District trips, the back seats of the school bus must remain open.

Field/Activity Trips—Work Days Exceeding Twelve Hours

If a Driver is on a Field/Activity Trip and his/her workday exceeds twelve (12) hours, the District will provide a dorm/motel room where the Driver can rest for a minimum of eight (8) hours before driving again. If the total round trip driving time does not allow time for the Driver to rest for a minimum of eight (8) hours, two Drivers shall be assigned to the Trip.

For multiple Drivers, enough rooms will be provided so that:

1. Drivers with different genders will not be required to share a room.
2. No more than two Drivers will be assigned to the same room.

After reviewing the particulars of a Trip, the Transportation Director may, at his/her sole discretion, waive the dorm/motel room and/or two Driver requirement for that trip by noting same on the Field Trip Summary form if he/she feels that the minimum twelve (12) hour period is early enough in the day to adequately mitigate the risk of Driver fatigue.

If at any time, the Driver feels that fatigue prevents him/her from safely operating the school bus, the District expects the Driver to find a safe place to secure the bus and take a break. A safe place may include a highway rest stop, truck stop, filling station, or other off the roadway location. The Driver may take multiple breaks while operating a school bus on a Field/Activity Trip.

Field/Activity Trip Selection Procedures

Every Tuesday at 9:30am, Field/Activity trips will be selected by Drivers for the upcoming week. Drivers who wish to take Field/Activity Trips that week are expected to attend this meeting.

- A. A Field/Activity Trip List will be printed, copied, and made available to all Drivers before they clock-in for afternoon routes every Monday.
 - 1. The List will include all relevant information required for drivers to make an informed decision such as Trips requiring lift busses, dates, times, etc.
 - 2. Prior to commencing Trip selection, general notes or comments provided by the Trip scheduler(s) will be made available to the Drivers on the Field/Activity Trip List.
 - 3. Trips, which have special transportation needs ie. wheelchair requirements, SPED, transit bus, etc., shall be denoted on the List.
 - 4. If the departure and/or return times are not yet known, or if the transportation requirements for the trip change, the Driver will be notified in person or by phone as soon as that information becomes available.
- B. If a Driver wants to select a Field/Activity Trip, but cannot attend the Trip selection meeting because he/she is clocked-in and working, the Driver is responsible for making prior arrangements with another Driver to attend the meeting as his/her proxy.
- C. If a Driver wants to select a Trip and is not clocked-in and not working, that Driver must be in attendance to select a Trip.
- D. At the first Field/Activity Trip selection meeting of each school year, the Trip selection will begin with the most senior Driver on the Seniority List. Trip selection will continue with the next senior Driver, and so on, down through the Seniority List, one Driver at a time, until no eligible Trips remain.

The next week's Trip selection meeting will begin with the Driver on the Seniority List immediately following the last Driver to select a trip. The Operations Manager, or designee, shall announce the name of next week's first pick Driver to all Drivers in the

current week's meeting. If there are "special circumstance" trips, as detailed in paragraph F, below, next week's first pick Driver shall be determined BEFORE the "special circumstance" trips are selected.

E. Drivers cannot select Trips unless their regular route schedule permits them to arrive at the school before the scheduled Trip departure time.

F. "Special Circumstance" Trips

On days with regular class schedules, Drivers will only be allowed to select AM Trips leaving at 8:30 a.m., or after; and PM trips leaving at 3:30 p.m., or after. Drivers will not be allowed to select any Trip leaving between 1:45 p.m. to 3:30 p.m. on school days with regular class schedules.

Under the following "special circumstance", a Driver's regularly scheduled route may permit him/her to waive this restriction against selecting trips leaving before 8:30 a.m. and/or before 3:30 p.m. These "special circumstance" trips shall be announced to the Drivers by the Operations Manager, or designee, before the first trip is selected.

These eligible Drivers' last morning or afternoon drop-off must be scheduled early enough to allow the Driver to arrive at the school before the scheduled Trip departure time.

The eligible Drivers shall select trips in seniority order. The most senior Driver able to take a "special circumstance" trip shall pick first, followed by the next senior driver, and so on. Selecting these Trips will have no impact on which Driver starts Trip selection the following week.

G. It is the responsibility of each Driver to know which Trips they have agreed to take for the upcoming week.

H. Once the Trip selection process is completed, a Driver cannot give up, trade, or find a replacement for the Trip without consulting with the Director, or designee.

I. If a Trip request from a school is received and scheduled after the close of the current week's Trip selection session and prior to the following week's Trip selection session, or a Driver has given up a trip, the Director or designee shall use the following week's Trip rotation list and offer the Trip to the next Driver in line and continuing through the list until the Trip is selected. The Driver accepting this Trip will maintain his/her place in the next week's rotation.

If the Trip is scheduled to depart within four (4) business hours of the school's request, or a Driver has given up a trip within four hours of the scheduled departure time, the Director or designee, shall offer the Trip to any driver. If no Drivers accept assignment to the Trip, the Director may select a part time Driver to take the trip.

Upon request, the Trip Driver assignment report and Seniority List will be made available to the Union President or designee for examination.

- J. The Director or designee shall insure that each new Driver has been introduced to this Field/Activity Trip Procedure during driver training.

Field/Activity Trip Compensation

- A. Field/Activity trips are paid by the hour. Drivers are to clock in and out on the District's timekeeping system and turn in the completed Trip form to the office.
- B. Drivers should plan accordingly to leave the school at the published Trip Departure Time after completing the following:
1. Perform the daily pre-trip bus inspection
 2. Drive to the Trip departure location
 3. Load students
 4. The Driver is not required to have a seating chart but, if a copy of the seating chart is given to the driver, it will be kept with the Field/Activity Trip Sheet during transport.
 5. Deliver the Emergency Evacuation message

At the conclusion of the Trip, the Driver must sweep out the bus.

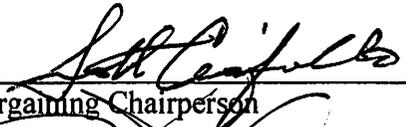
- C. If the Trip is cancelled, or a bus is deemed unnecessary, and the District has not made the cancellation notification at least thirty (30) minutes prior to the Driver's clock-in time, the Driver will receive two (2) hours cancellation pay.
- D. Once the Driver has clocked-in, the Driver will be paid for a minimum of two (2) hours. If the transportation needs are reduced such that the Trip will not require the time posted on the Field/Activity Trip sheet, the Driver will be paid actual time worked, or one-half (1/2) times the number of hours the Trip was originally scheduled for, whichever is greater.
- E. Overnight Field/Activity Trips will be paid starting from the Driver's clock-in time, minus eight (-8) hours for each overnight down time, until the Driver's clock-out time. If the down time is less than eight (8) hours, the actual down time will be subtracted from the total trip time.
- F. Overnight and meal arrangements for the Driver are the responsibility of the District. Any meals not provided during the overnight Trip will be reimbursed pursuant to the following requirements from District Regulation 4420.
1. Maximum of \$40 for meals per day when accompanied by detailed/itemized receipts.
 2. Other expenses may be reimbursed when application is accompanied by actual detailed/itemized receipts approved in advance

3. Reimbursement will not be made for alcoholic beverages, entertainment, or tips in excess of 20% of the cost of the meal.
4. Receipts must be submitted within sixty (60) days of the trip.

ARTICLE 16 TERMS OF AGREEMENT

This Agreement shall be effective as of July 1, 2017 and shall continue in full force and effect through June 30, 2019 except that wage rates shall be negotiated annually. Until a Successor Agreement is negotiated, all provisions of the Current Agreement shall remain in effect.

UNION

By 
Bargaining Chairperson

By 
President

BOARD OF EDUCATION

By 
Its President

By 
Its Secretary