

AGREEMENT

between the

**Wentzville Transportation Union
AFT Local 6553**

and the

Wentzville R-IV School District

July 1, 2020 through June 30, 2023



WENTZVILLE
SCHOOL DISTRICT
LEARNING TODAY, LEADING TOMORROW

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ARTICLE 1 UNION RECOGNITION

The Board of Education (“Board”) of Wentzville R-IV School District (“District”) hereby recognizes the Wentzville Transportation, Local 6553, AFT-Missouri, AFL-CIO (“Union” or “6553”) 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 (“Drivers/Aides”) have been approved by the Board as full-time employees of the District.

In accordance with state law, certain public employees may join labor organizations and bargain collectively. Membership in the Union is voluntary. Employees shall not be discharged or discriminated against because of the exercise of their right to join or refrain from joining a labor organization. Membership in the Union may not be restricted on the basis of race, creed, color, religion or ancestry.

ARTICLE 2 UNION RIGHTS

1. 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.

2. 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.

3. 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/email 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.

4. 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 Section 1 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.

5. Posting and Distribution of Union Literature

The Union shall be provided with a bulletin board in a mutually agreeable area in the Transportation building. Materials that are objectionable or violate confidentiality rules shall not be posted on the bulletin board. Posted literature must meet the guidelines established by Board of Education (BOE) policy.

Subject to the restrictions in Section 4, the Union shall have the right to distribute literature and notices to employees in the workplace during non-working periods.

6. Information and Statistics

- a. 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.
- b. 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.
- c. Nothing contained in this section shall require either party to reveal information protected by law as confidential.

7. Union/Management Meetings

District representatives, which shall include at least one Assistant Superintendent/Chief Financial Officer shall meet with representatives of the Union quarterly at a mutually agreeable time and location to discuss matters of policy and matters relating to the effective implementation of District policies as they may affect these employees. Additional meetings may be held by mutual consent between the Transportation Department Administration and the Union.

8. Union Use of District Communications and Equipment

The Union may use District equipment including computers, voice mail, mass notification system, duplicating or printing equipment, and audio-visual equipment at reasonable times when such equipment is not in use. The use of email will continue to be governed by the District's Acceptable Use Policy. The use of District email to distribute materials en masse must be approved in advance by the Superintendent or his/her designee.

ARTICLE 3 EFFECT OF AGREEMENT & 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.

1. General Provision

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

ARTICLE 4 PROCEDURES FOR NEGOTIATIONS

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 the years when only wage rates are negotiated, the parties shall agree on the dates negotiations will commence.

During the term of this Agreement, an amendment may be desired by either party. A written proposal shall be presented to the other party. This proposal shall describe the desired amendment in detail. Any resulting amendment, 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

1. 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.

- a. 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.
- b. 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.
- c. 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.

2. Union Shop Stewards

Union Shop Stewards are 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. If a Grievant chooses not to be represented by a Union Shop Steward, the Union may ask the Grievant to sign and date a waiver stating they forfeit their right to representation and a copy will be retained by the Local 6553 President.

3. Procedures

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

- a. Any Driver/Aide who feels that he/she has a grievance shall first submit said grievance in writing to the Union Shop Steward. The Union Shop Steward will send the grievance to the Local President. Upon receipt, the Local President will forward the statement of the grievant to the Grievance Committee.
- b. A meeting of the Grievance Committee will be called to decide if the issue is grievable. The committee will notify the employee in writing of its decision.

4. Steps in Resolving a Grievance

a. Step 1: Working Site Level

- i. 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.
- ii. If the grievance is not promptly resolved, it will be written formally and submitted to the appropriate supervisor as a grievance.

- iii. 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.
 - iv. Within five (5) working days of receiving the written grievance, the supervisor will render a decision in writing to the grievant.
- b. Step 2: District Level**
- i. 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.
 - ii. 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) working days of the conclusion of the investigation, the Superintendent will render a decision in writing to the grievant and the supervisor.
- c. Step 3: School Board Level**
- i. Within five (5) working days after receiving the decision at Step 2, the grievant may appeal the District Superintendent's decision to the Board.
 - ii. 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) working days after the hearing.
 - iii. 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.

5. General Regulations

- a. 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.
- b. The Union shall designate a Steward, and Assistant Steward(s), for the purpose of the Union's investigation and processing of grievances.
- c. 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.
- d. The President of Local 6553, AFT-Missouri, (AFL-CIO) may file a grievance on behalf of their Local initiating with District Level (Step 2).
- e. 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.
- f. 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.
- g. 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).

- h. 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.
- i. This grievance procedure shall serve as the exclusive remedy under this Agreement for grievances as defined in Definition, above.

ARTICLE 6

SAFETY EXPECTATIONS

1. 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.

2. 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.

3. Cell Phone Use on the Bus

- a. Drivers/Aides may use their personal cell phones during break times and between routes when on a secured bus with no students on the bus and while students are not present in the loading/unloading area.
- b. Drivers are permitted to use their personal cell phones only for emergencies when two-way radio communication is not available or goes unanswered. Drivers shall not use their cell phones unless the bus is secured (defined as stopped, parking brake on, with bus in neutral). An emergency is defined as a situation in which student and/or staff safety is in jeopardy.
- c. SPED/Out-of-District (OOD) Aides are permitted to use their personal cell phones for emergencies, communicating with the Transportation Department, speaking with building staff, or for checking on weather and traffic to assist the Driver when two-way radio communication is not available or goes unanswered. At no time should a student be using a Driver's/Aide's cell phone or electronic device.

4. 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.

5. Driving Time

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

- a. Drivers will not drive a school bus for more than:
 - i. Eight (8) consecutive hours. Hours will be consecutive unless the Driver ceases operation of the vehicle for at least sixty (60) minutes; or
 - ii. An aggregate of twelve (12) hours in any twenty-four (24) hour period.

6. Hotlining and Reporting Student Neglect or Abuse

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.

7. 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.

8. 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.

9. 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.

10. Unsafe Roads, Bridges and Other Areas

- a. 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. The Driver should always "play it safe." When a pickup cannot be made because of the above reasons, the Driver will notify Dispatch.
- b. It will be the responsibility of the Driver to report an unsafe situation to Dispatch and/or an Operation Manager. The Dispatcher, Safety and Training Coordinator, or Operations Manager will discuss possible alternate routing directions and print an alternate route sheet if needed. If the unsafe situation cannot be resolved and/or a satisfactory solution provided by Dispatch and/or the Operation Manager within two (2) working days, the Driver will submit a written report describing the unsafe situation and the Director or designee will meet with the Driver to discuss alternative solutions for the unsafe situation. No disciplinary action shall be taken when the driver uses the alternate route provided by the Director or designee.

11. 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.

- a. Vehicle number should be included on the report.
- b. In the comment section, describe the nature of the problem. Include the location of the problem on the bus (example: front or rear, or curbside or streetside).

12. 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.

13. 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 first 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.

- a. In the event of a bus accident, the bus Driver should take the following action:
 - i. Check for the possibility of fire. Use fire extinguisher, if necessary. Evacuate bus if danger exists.
 - ii. Survey the injured.
 - iii. Call the Transportation Office by radio and give precise information, including location, injuries, etc.
 - iv. 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.
 - v. Care for the injured: Use the first aid kit if needed.
 - vi. 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.
 - vii. Place safety reflectors on the road per CDL Manual requirements.
 - viii. Secure names and addresses, provided that doing so does not require the driver to leave the bus unattended.
 - ix. Cooperate fully with the investigating officers.
 - x. Release information only to the investigating officers or to a Transportation Administrator.
 - xi. Remain at the scene until excused by law enforcement or a Transportation Administrator.
 - xii. Children may not be released to anyone except a First Responder (fire, police, ambulance, etc.) without permission from a Transportation Administrator or School Administrator.
- b. 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.
- c. If Disciplinary Action is needed, the Progressive Disciplinary Procedure will be followed.

14. Incidents

When a school bus comes in contact with another object and the contact does not result in personal injury or property damage, such contact shall be deemed an incident. The Driver will immediately report all incidents to Dispatch.

1. The Driver will file a written report of the incident with the Director or designee within 24 hours. Incidents shall be investigated by the Director or designee and upon completion of said investigation, any required refresher training will be determined.
2. A Driver's first such incident may be subject to the Progressive Disciplinary Procedure if the circumstances surrounding or causes of the incident violate Board of Education policy; if Progressive Discipline is not required, however,

documentation of the incident will be placed in the driver's file for future reference purpose only.

15. 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. In cases where a bus cannot turn safely because of the lack of space, notify the Dispatcher immediately.

16. 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:

- a. Pull bus as far to the right hand side of the road as possible.
- b. Activate hazard lights.
- c. When safe to do so, place safety reflectors per CDL Manual standards.
- d. If it is necessary to unload students, the Driver/Aide should direct them to:
 - i. Move safely away from the bus (at least 100').
 - ii. Stay in a group

17. School Bus Fire

In the event of a fire aboard a school bus, passenger safety is the Driver's/Aide's FIRST priority. If immediate bus evacuation is called for, it should be completed quickly and safely. The Driver/Aide should then consider the following actions, as circumstances may dictate:

- a. Call 911 IMMEDIATELY.
- b. Report the fire to Dispatch IMMEDIATELY.

18. Speed Limits

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

19. 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.

20. Traffic Violations/Tickets

Per Missouri CDL Manual requirements:

- a. A Driver must notify the District within thirty (30) days of conviction for any traffic violations (except parking); no matter what type of vehicle he/she was driving.

21. Use of Radio

- a. The radio is to be used for breakdowns or emergencies that occur on the route or official business from the Transportation Office.
- b. The radio should only be operated by those who have authority to use the equipment, except in the case of an emergency.
- c. Priority should be given to any call involving safety.
- d. Drivers are to ensure radio is on and properly set before leaving for each trip.

1. Hours of Work

- a. The definition of a work week shall be Monday through Sunday.
- b. 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 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 are five (5) hours per day.
- c. School days, holidays, utilized PTO, and/or leave time shall count as hours worked for purposes of this provision.
- d. 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.
- e. Drivers/Aides, who selected routes during the August Route Selection day with twenty-five (25) hours or more per week, are encouraged to assist with other Transportation Department duties if they have idle time.
- f. When a Driver/Aide--whose selected routes during the August Route Selection day is less than twenty-five (25) hours per week--returns to the lot in the morning or afternoon, and he/she has idle time of at least fifteen (15) minutes before his/her 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).
- g. 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.
- h. These duties shall be fairly assigned and be consistent with past practices (since July 1, 2015) and the Drivers'/Aides' training and abilities.
- i. 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.
- j. 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.
- k. 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.

- l. Overtime is defined as working more than forty (40) hours in a work week. 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 overtime. The District will be responsible for monitoring aggregate hours to minimize the chance of overtime.
- m. Drivers/Aides that miss all or part of any regularly scheduled work day must utilize applicable available leave time to cover all time missed. Once all available leave time is exhausted, the Driver/Aide shall be docked for time missed. The District has the discretion to dock a Driver/Aide rather than charging leave (i.e. Driver/Aide has put in for a personal day and the request has been denied, then calls in sick on that day, a "dock" time may occur).

2. 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.

3. Personnel Files

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

- a. The District shall maintain one complete, current, and confidential personnel file for each Driver/Aide and it will be maintained in the District's Central Office in compliance with the Fair Labor Standards Act.
- b. Every Driver/Aide, upon request and in the presence of the appropriate administrative official, shall have the right to inspect all of the files the District maintains on the Driver/Aide, 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 Shop Steward may accompany the Driver/Aide. If the Driver/Aide is not present, the designee must have a notarized statement authorizing file access. No material ascribed to any anonymous source shall be placed in any Driver's/Aide's personnel file.
- c. 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 (paper or electronic), 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.
- d. One (1), two (2), or three (3) year(s) 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.
- e. 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.

1. Bus Driver and Aide Expectations

A Driver and/or Aide is responsible for successfully managing his or her routes. 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 students on the bus. Driver and Aide tasks will be outlined in the job descriptions as well as shared at Annual Orientation.

2. Annual Mobility Testing

- a. 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.
- b. 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.

3. Mandatory Training

- a. 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.
- b. 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.
- c. 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.

4. Random Drug Testing

- a. Random Drug Testing will be conducted in accordance with Board Policy 4871 and Regulation 4871.
- b. The Driver will clock in before leaving the Transportation Facility.
- c. When the testing is completed, the Driver will note the time the testing is completed.
- d. 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.
(Note: Reimbursement of mileage is found in Article 10 Employee Compensation and Benefits, #12, Use of Automobiles)

5. 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.

6. Weapons On the Bus

- a. Weapons and other inappropriate items are strictly prohibited on the bus. When a Driver/Aide is unsure if an item is inappropriate, the Driver will contact Dispatch for direction. The Dispatcher will advise the Driver of the appropriate course of action.
- b. Weapons **MUST** be reported immediately to the Dispatcher. The Driver/Aide will be as specific as possible in their initial report.
- c. The Director or designee shall review this procedure during annual orientation. The Director or designee shall include this procedure as part of the training program for each new Driver/Aide hired after orientation.

ARTICLE 9 EMPLOYMENT PROTECTION

1. Hazardous Working Conditions

- a. The District shall provide for healthy and safe working conditions and training in accordance with the requirements of Federal and State Statutes including, but not limited to, OSHA Laws and regulations (Board of Education policy 5260).
- b. The District is committed to maintaining a workplace and educational environment that is free from discrimination, harassment, and retaliation in admission or access to, or treatment or employment in, its programs, services, activities and facilities (Board of Education policy and regulation 1300).
- c. Drivers/Aides shall report unsafe, hazardous, or dangerous conditions to the Transportation Director and/or his/her designee. If the concern is not resolved at the site level, the Driver/Aide shall report policy violations to the appropriate department (i.e., the Executive Director of Facilities, the Human Resources Department). As soon as possible, the concern will be assessed by appropriate District staff to identify the source and/or extent of the condition. The District shall take appropriate measures to prevent repeat occurrences of accidents, incidents or injuries caused as a direct result of unsafe or hazardous conditions. The District shall provide safety training for Drivers/Aides using equipment for the cleanup of hazardous and/or toxic substances in the line of duty. The District shall provide all safety clothing and equipment required by the Board policy or regulation and/or by law.

2. 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.

3. Work-Related Assault

- a. 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).
- b. 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.
- c. 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.

- d. If a Driver/Aide encounters a physically aggressive student/non-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 students.

4. Seniority

- a. 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.
- b. Newly hired full-time Drivers/Aides seniority will be based on their Board of Education approval date. If multiple Drivers are approved on the same date, their seniority will be based on the date and time they submitted their Commercial Driver's License to the office. If multiple Aides are approved on the same date, their seniority will be based on the date and time that their initial recommendation for employment as an Aide was forwarded to the Human Resources Department.
- c. 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.
- d. 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.
- e. 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.
- f. Drivers/Aides on paid or unpaid leave shall be considered to be in continuous employment.
- g. Drivers/Aides who apply for and accept intra-District or intra-Department transfers to other support staff positions, and then apply for and are offered a Driver/Aide position within six (6) months, with no interruption in District employment, will regain their 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.

5. Seniority (Extra-Duty Driving)

- a. 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.
- b. Extra-Duty Driving assignments will be made by seniority and paid at the Driver's regular rate of pay. Two (2) Master Extra-Duty Driving sign-up sheets will be posted at the beginning of each school year during School Bus Route selection. One (1) Master Extra-Duty list will be for Mid-days only, the second (2nd) Master Extra-Duty list will be for all other Driving duties. All Drivers shall have the opportunity to add their names to the sign-up sheet. As new Drivers are approved by the Board, the Transportation Director ("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 available at Dispatch upon request.

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.

6. Seniority (Extra-Duty Non-Driving)

- a. Extra-Duty Non-Driving duties may include jobs such as shop and office assistance, bus washing, etc.
- b. Drivers/Aides will be considered for Extra-Duty Non-Driving assignments by Aides seniority first and then if there are still positions to fill, Drivers by seniority. Internal interviews with the Director, Operations Manager or Fleet Maintenance Supervisor will be scheduled and held in seniority order until a selection has been made. Drivers performing Extra-Duty Non-Driving duties will receive their regular rate of pay. Aides performing Extra-Duty Non-Driving duties will receive step one Driver pay.
- c. 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 Aide at the beginning of the school year, when Extra-Duty Non-Driving duties are available (see paragraph b).

7. Written Job Descriptions

Any proposed changes or modifications to job descriptions or District policy, concerning the working conditions and work rules of the Drivers/Aides, shall be submitted to the president of the Union in writing. Regarding these proposed changes, the Union may provide input to the District for its consideration. Upon employment, Drivers/Aides will be provided a copy of the current job descriptions covering their respective positions in the Department.

8. Layoffs and Recalls

- a. Anticipated Layoff
 - i. 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
 - i. 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
- i. 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 layoff 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

**WENTZVILLE R-IV SCHOOL DISTRICT
LOCAL 6553 BUS DRIVER and AIDE SALARY SCHEDULE
2020-2021**

2020-2021, Drivers

STEP	HOURLY RATE
1	\$16.50
2	\$17.50
3	\$19.00
4	\$21.00
5	\$23.00

Drivers who are asked to substitute for a Driver or an Aide 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 of \$5,088 annually. No new elections will be permitted moving forward.

2020-2021, Aides

STEP	HOURLY RATE
1	\$12.00
2	\$12.75
3	\$13.50
4	\$14.25
5	\$15.00
6	\$15.75
7	\$16.50
Longevity	\$18.00

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, vision, dental, and life insurance.

1. Compensation

- a. The District will establish at least two (2) pay days per month and pay shall reflect actual time worked. Payday 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:
 - i. The total number of extra hours and overtime worked per period
 - ii. 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 one (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, negotiated annually.
- f. In order to advance one (1) pay step, the Driver/Aide must have been a full-time employee and compensated for at least 75% of the school calendar (July 1 to June 30).
- g. 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.
- h. 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.
- i. 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.
- 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/Aides shall clock in and out at the Transportation Facility unless approved otherwise. 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 daily pre-trip and safety inspection. Drivers/Aides shall include (notes) in the time recording system for any time reported in addition to their regular daily assigned schedule. Drivers/Aides shall be on the clock and available for work for a minimum of five (5) hours per day.

- k. Overtime is defined as working more than forty (40) hours in a work week. 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 overtime. The District will be responsible for monitoring aggregate hours to minimize the chance of overtime.

2. Advance Salary Schedule Placement

In an effort to attract trained staff, the Superintendent or designee 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 or designee 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:

- a. Five (5) years or more of experience Step 5
- b. Four (4) years of experience Step 4
- c. Three (3) years of experience Step 3
- d. Two (2) years of experience Step 2
- e. One (1) year of experience Step 1

3. Insurance Coverage

- a. 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.
- b. Driver/Aide Paid Individual Coverage
 - i. 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 officer for more details.
 - ii. 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.
- c. Driver/Aide Paid Dependent Coverage
 - i. 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.

4. Paid Holidays

- a. 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 school only.

- b. Drivers/Aides whose school calendar runs ten (10) months or less shall be granted seven (7) paid holidays including Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Memorial Day, and Labor Day. In order to be eligible for a paid holiday, the employee must be scheduled to work the day before a holiday and/or the first workday after the paid holiday.
- c. OOD Drivers/Aides whose routes are scheduled the day before and/or the first workday after Independence Day are eligible to receive holiday pay for Independence Day.
- d. Being docked any part of the workday before or the workday after a paid holiday will disqualify the employee from receiving the paid holiday.

5. Veterans Day

Veterans Day cannot be observed as a paid holiday because class is in session.

- a. The District shall encourage recognition of the day by staff and students for the Veterans that have served the United States of America.
- b. Any Wentzville School District support staff employees who are active in, or who have been honorably discharged from, the United States Military are welcome to attend the District's Veteran's Day celebrations. Drivers/Aides may clock out and attend a celebration at the building of their final route destination; the Driver/Aide will clock back in to return the bus to the Transportation lot. Any employee who wishes to participate in Veteran's Day celebrations must provide proof of United States Military service to Human Resources and provide prior notification to administration at the building at which they plan to attend.

6. Pay for Unused Personal/Sick Leave

- a. 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.
- b. If a Driver/Aide leaves (resigns from) the District after serving 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.
- c. 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.

7. School Cancellation Policy

- a. Drivers/Aides will be notified of emergency school closings and emergency delayed starts by their immediate supervisor or by the District's notification system.
- b. If school is canceled 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 thirty (30) minutes prior to the Driver's/Aide's clock-in time, and the employee arrives at work within thirty (30) 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. Drivers and Aides are required to update their personal contact information regularly and will check email and text prior to leaving their homes on potential inclement weather days.

8. Mandatory Extra-Duty

Mandatory extra duties include, but are not limited to, orientation meetings, safety meetings, training, drug testing, annual physical, mobility testing, etc. All mandatory extra duties will be paid at the Driver's/Aide's regular hourly pay rate. Driver's/Aide's will be paid one (1) hour for their completed annual physical.

9. 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.

10. 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.

11. Retirement, Public Educational Employee Retirement System (PEERS)

- a. The District will contribute to PEERS pursuant to State law. Drivers/Aides will participate in PEERS pursuant to State law.
- b. Retiree Insurance Benefits
 - i. The Driver/Aide retiring from the District will be eligible to purchase insurance benefits as provided by law.
 - ii. A retiree has one (1) 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.

12. Training Cost Reimbursement

The District encourages job skills development among the Support Staff.

- a. The District will budget \$5,000 that will be used to reimburse Support Staff for up to \$400 for the work year. If the total requested amount for all eligible Support Staff exceeds \$5,000, the reimbursement amount will be prorated for each individual. An employee is eligible for consideration if the following conditions are met:
 - i. The training is directly related to job responsibilities, including CPR training/recertification.
 - ii. The training is approved in advance by the Superintendent or his or her designee.
 - iii. The training has been completed with a mark of satisfactory or a grade of not less than a "B".

13. Use of Automobiles

- a. 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 within sixty (60) days of submitting the mileage report to the finance department. 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.
- b. For Drivers/Aides who use their own vehicles in the performance of school business, the District shall provide secondary coverage, which would take effect when the Driver's/Aide's own insurance limits are exceeded. In case of an accident where a Driver/Aide is found not to be at fault, the District shall reimburse up to a \$500 deductible upon receipt of a voucher from the Driver's/Aide's personal automobile insurance carrier, indicating the amount of said deductible and a paid receipt. This in no way obligates the District's insurance carrier to provide coverage for the event period.

ARTICLE 11 EVALUATION OF EMPLOYEES

1. Driver/Aide Evaluations

- a. Any changes to the Driver/Aide evaluation forms (i.e., Talent Ed forms or Driver/Aide Ride-Along forms) will be submitted to the Union President for review. If there are any 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. Current copies of all evaluation forms--including standards and criteria used for evaluation--will be included in the annual orientation packet which is provided to each Driver/Aide during the annual orientation meeting. When a Driver/Aide is hired after the orientation meeting, the standards and criteria used for evaluation will be presented to the Driver/Aide within the first thirty (30) days of hire.
- 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) during the school year could warrant an evaluation rating of less than Satisfactory, the Driver's/Aide's supervisor shall discuss the concern(s) with the Driver/Aide when the concern(s) arise(s).
- e. An evaluation conference (i.e., 60-day, annual) shall consist of a face-to-face meeting between the Driver/Aide and the Director, or Operations Manager.
- f. Upon arrival at the bus to conduct a ride-along evaluation, the Administrator/Trainer who conducts the evaluation shall notify the Driver/Aide that they are riding along to perform a performance evaluation. Within ten (10) working days after the evaluation, the Administrator/Trainer shall discuss the results of the evaluation with the Driver/Aide.

2. Goals of Evaluation

- a. To enable the Driver/Aide to understand and recognize his/her duties and responsibilities.
- b. To help the Driver/Aide identify personal and professional strengths and weaknesses.
- c. To provide guidance for the Driver/Aide in recognizing and correcting weaknesses.
- d. To recognize the Driver's/Aide's special talents and contributions to the District.
- e. Drivers/Aides shall be surveyed annually regarding the effectiveness of their Director, provided that the District also conducts surveys on the effectiveness of building principals in that year.

1. 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 and/or member(s) of the Human Resources Department. 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 Shop Steward. It is the Driver's/Aide's responsibility to notify the Union Shop 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 Shop Steward.
- e. No video or audio recording shall be made of the meeting by either side unless both the employee and the District representative consent to the recording.
- f. Drivers/Aides shall receive a written notification of a disciplinary meeting at least twenty-four (24) hours in advance, allowing a reasonable amount of time to obtain Union Shop Steward representation, unless in the discretion of the Transportation Director, such notification places the welfare of students or staff at risk. The notification shall state:
 - i. The Disciplinary Procedure step number
 - ii. The nature of the complaint and the subject of the disciplinary meeting
 - iii. Date and time of the disciplinary meeting
 - iv. A statement that the Driver/Aide has the right to Union Shop Steward representation
- g. A meeting shall occur within five (5) working days of the disciplinary meeting notification, unless extenuating circumstances should arise.
- h. If the discipline is related to a specific incident, the Director and/or Operations Manager shall notify the Driver/Aide within five (5) working days, and no later than fifteen (15) working days after becoming aware of the incident, unless extenuating circumstances should arise.
- i. On a quarterly basis, the District shall provide to the Union a summary of discipline that has occurred during the previous quarter for all full-time non-supervisory bus drivers and bus aides in the Transportation Department. The summary shall include a quantity/categorization of disciplinary infractions and

actions. The summary shall also include sufficient detail for the Union to verify District compliance with the disciplinary provisions of this Agreement.

- j. 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.
- k. 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.
- l. 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.

2. Progressive Disciplinary Procedure

- a. 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. With each disciplinary reprimand step, the District shall provide to the Driver/Aide a copy of the reprimand. The District shall provide a copy of the applicable BOE policy/regulation, or Transportation Department policy which describes the specific performance standard which the Driver/Aide failed to meet.
- b. No Driver/Aide shall be disciplined in a manner which is in conflict with Board policy/regulations or this Agreement.
- c. Reprimand(s) resulting from any previous infraction(s) may not form the basis for elevated progressive discipline if more than four (4) years have elapsed since the previous reprimand(s) and said reprimand(s) shall not be used for considering suspension or termination.
- d. The Superintendent is vested with the authority to elevate the progressive discipline for serious or willfully repeated violations of the policies or regulations of the district or for violation of state or federal law or has created an immediate risk to a student's/non-student's personal safety.
- e. With the exception of absenteeism and cell phone use, Progressive Discipline is outlined as follows:
 - i. Verbal Reprimand (Step 1)
 - 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. Documentation of the verbal reprimand will be added to the Driver's/Aide's personnel file.
 - ii. Written Reprimand (Step 2)
 - 1. 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.
 - iii. Recommendation for Unpaid Leave (Step 3)
 - 1. Upon commission of a third offense, the Driver's/Aide's supervisor may recommend suspension of up to five (5) days of unpaid

leave. 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.

- iv. Suspension Pending Termination (Step 4)
 1. 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.
 2. 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.

3. Attendance Disciplinary Procedure

Absenteeism may trigger discipline, unless there are extenuating circumstances. The disciplinary procedure shall be as follows:

- a. Verbal Warning: Six (6) points accumulated (July 1-June 30)
- b. Written Warning: Seven (7) points accumulated (July 1-June 30)
- c. Final Written Warning: Eight (8) points accumulated (July 1-June 30)
- d. 3-Days Unpaid Suspension: Nine (9) points accumulated (July 1-June 30)
- e. Recommendation for Termination: Ten (10) points accumulated (July 1-June 30)

An employee who exhausts all leave (July 1-June 30), resulting in dock time, may be recommended for termination. The employee's work history, performance, and any mitigating circumstances will be taken into consideration.

4. Cell Phone Use on the Bus Disciplinary Procedure

The purpose of the disciplinary procedure for non-compliance with the Cell Phone Use on the Bus is to ensure safe transportation for students, to protect Drivers/Aides, and to provide active supervision of students. This procedure is to inform Drivers/Aides of deficiencies in the performance of their duties, or failure to follow the District's policy, and to provide said Drivers/Aides with an opportunity to improve. The use of cell phones beyond the parameters outlined in the "Cell Phone Use on the Bus" section will be subject to disciplinary action. The disciplinary procedure shall be as follows:

a. Step 1—Five (5) Days of Unpaid Leave

A Driver/Aide who uses his or her cell phone beyond the parameters outlined in the "Cell Phone Use on the Bus" section will be recommended for an unpaid suspension of five (5) days as long as the Driver/Aide has not jeopardized student safety during the commission of the infraction.

b. Step 2—Ten (10) Days of Unpaid Leave

A Driver/Aide who uses his or her cell phone beyond the parameters outlined in the "Cell Phone Use on the Bus" section will be recommended for an unpaid suspension of ten (10) days if the Driver/Aide has previously received a Step 1 suspension for failure to follow the "Cell Phone Use on the Bus" procedure. A

Driver/Aide who uses his or her cell phone and jeopardizes the safety of students in that action (e.g. is driving a bus, is neglecting children, or failing to have active supervision of students) will be elevated to Step 2 for the first offense.

c. Step 3—Suspension Pending Termination

Upon commission of the offense following a previous unpaid ten (10) day suspension, the immediate supervisor or designee may recommend that the Driver/Aide be terminated. The Driver/Aide will be placed on suspension without pay pending the termination.

- d. 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.

5. Reprimands

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

6. Union Shop Steward Representation

- a. Union Shop Stewards shall be entitled to assist or represent any Driver(s)/Aide(s) with a grievance and/or discipline procedure.
- b. When any Driver/Aide requests the presence of a Union Shop Steward for a meeting about disciplinary matters, the District shall schedule the meeting during the regular business hours of 8:00 a.m. to 5:00 p.m. at a time when the Driver/Aide and the Union Shop Steward are not on duty and both are available. Disciplinary meetings are mandatory for the Drivers/Aides. During disciplinary meetings with the District, Driver(s)/Aide(s) shall be paid at their regular hourly rate.

ARTICLE 13 LEAVES

Drivers/Aides will comply with all Board policies and regulations. All approved absences and FMLA shall not be used against Drivers/Aides for discipline purposes.

Except as otherwise provided in this Agreement, Leave Requests shall be subject to the approval of the Director or his/her designee. Any Driver/Aide denied leave may appeal in writing to the Director or his/her designee. Any Driver/Aide may, upon written request, be informed in writing as to the reasons for such denial of said leave.

1. Sick Leave

- a. On the first scheduled workday of each school year, each Driver/Aide shall be credited fifty (50) sick leave hours and ten (10) personal leave hours. Each Driver/Aide may accumulate up to one-thousand (1000) hours of sick leave and twenty-five (25) hours of personal leave.
- b. At the beginning of each school year, any accumulated Personal Leave hours beyond twenty-five (25) hours will be converted to sick leave.

2. Bereavement Leave

- a. The maximum number of bereavement hours that may be granted is as follows:
 - i. Up to twenty-five (25) hours for spouse, child, mother, father, mother-in-law, father-in-law or dependents living in the home.
 - ii. Up to ten (10) hours for sister, brother, grandparent, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or grandchild.
 - iii. Up to five (5) hours for aunt, uncle, niece or nephew.
- b. If the nature of the relationship indicates a need for additional bereavement days (i.e., an aunt or grandmother raised the Driver/Aide), the Director or his/her designee can grant additional bereavement days. Requests for bereavement leave for persons not covered in the guidelines or for additional days of bereavement shall be considered on an individual basis by the Superintendent or his/her designee.
- c. In situations where attending a funeral requires additional travel time, additional days may be requested under the Emergency Use of Sick and Personal 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 Director or his/her designee within ten (10) days of the date of death.

3. Attendance Incentive

- a. 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.
- b. 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 dollars (\$50) attendance incentive upon completion of the third month of perfect attendance.

- c. Alterations to the calendar for emergencies or inclement weather shall not be counted against or added to the attendance incentive or payment schedule.
- d. Attendance incentive cut-off dates and payroll schedules will be provided to all Drivers/Aides at the beginning of each school year.

4. Personal Leave with Pay

- a. Personal Leave shall be for personal or business reasons.
- b. The District shall provide each Driver/Aide with ten (10) hours of personal leave 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.
- c. No more than four (4) percent of the total Driver/Aide staff may be on personal leave on one day. In circumstances where a Driver/Aide is denied a personal leave day because four (4) percent of the Driver/Aide staff has already been granted leave on that day, the Driver/Aide that has been denied the leave may appeal in writing to the Director or his/her designee.
- d. Once the Director has approved a personal leave day, such approved leave shall not be denied.

5. Military Leave of Absence

- a. A military leave of absence shall be granted to any Driver/Aide who shall be inducted into or who shall become 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 and placement on the wage schedule.
- b. 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 the 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.
- c. To the extent consistent with the policies of the group insurance carriers, Drivers/Aides in the armed forces reserve or on temporary active duty in the United States military or Missouri National Guard who attend training shall be granted leaves of absence from their positions during the duration of such activity with no loss of Driver/Aide-paid dependent group health insurance.

6. 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.

- a. 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.
- b. A copy of the jury summons or subpoena shall be submitted to the immediate supervisor prior to any absence for service.
- c. 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.

- d. 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.

7. Religious Observance Leave of Absence

- a. Leaves of absence for religious observance shall be considered legitimate use of sick and personal leave.
- b. Any Driver/Aide who is unable to fulfill his/her religious worship after the normal workday or on a Saturday or Sunday shall be granted one (1) day of religious leave when such day is observed by said Driver's/Aide's denomination, provided that such religious leave shall not be used for a church business meeting or convention. Unless otherwise specified by the Driver/Aide, religious leave will be taken from Personal Leave.

8. 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).

Unless prohibited by law or state statute, Union members shall be granted time off with pay to attend conferences, conventions, seminars, negotiations, and official union meetings.

Unless prohibited by law or state statute, 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.

Unless prohibited by law or state statute, leave for union activity shall be granted under the following conditions:

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

9. The Family and Medical Leave Act (FMLA)

- a. Drivers/Aides are encouraged to apply for FMLA for any extended illnesses as soon as possible. Drivers/Aides should contact the Human Resources office to certify an illness under FMLA guidelines.

ARTICLE 14 ABSENTEEISM

Wentzville School District and Local 6553 agree that consistent employee attendance is vital to the daily operation of the District. To this end, casual, unscheduled absenteeism is a significant concern due to the impact it has on work schedules, operational considerations and the cost to the District.

1. Reporting Absences

- a. All absences will be entered and documented in the District's electronic absence reporting system. In the case of unscheduled absences, the absence must be entered upon returning to work.
- b. Absences from duty without proper excuse or verification, along with excessive absenteeism, will be addressed through the Attendance Progressive Disciplinary Procedure.

2. Definitions

- a. Absence, Scheduled
 - i. Absence from work that has been requested and approved within specified time covered in Agreement (i.e. Personal Leave and Sick Leave). Scheduled absences will not be subject to disciplinary action unless the absence has been denied by the Director or designee. Leave must be scheduled a minimum of twenty-four (24) hours in advance of shift start time in order to be considered scheduled. Driver/Aide may be asked to provide a Doctor's note to verify appointments or procedures. If no Doctor's statement is provided within ten (10) days, sick time will turn into an Unscheduled Absence.
- b. Absence, Unscheduled
 - i. An unscheduled absence is one (1) or more consecutive days' absence from work that has not been scheduled twenty-four (24) hours in advance. An Unscheduled Absences is considered one (1) point for disciplinary action. FMLA or worker's comp absences will not be counted as a point for disciplinary purposes.
- c. Tardiness
 - i. Drivers/Aides are expected to clock in ten (10) minutes before their scheduled departure time. Two (2) tardies equal one (1) point.
- d. Partial Day Absence
 - i. Any absence less than a full day (unscheduled) (e.g.: missing an am, midday, or pm route). Two (2) partial days equals one (1) point.
- e. Calling in Sick
 - i. 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 no later than thirty (30) minutes prior to their route leave time. If the Driver's/Aide's phone call is not answered, the Driver/Aide must call again within the required time window or send an email.

- f. No Call/No Show
 - i. If a Driver/Aide fails to call in or report to work ten (10) minutes prior to the start time of their route, he or she shall be considered a no call/no-show. The Driver/Aide shall be assessed nine (9) points and disciplined according to the Attendance Disciplinary Procedure beginning with Step D. If a no call/no show is unpreventable, documentation of the situation shall be given to the Director of Transportation for review and consideration as soon as possible.

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.

The action that causes points cannot be used under a different definition to *accumulate points*. (e.g. A no call/no show cannot be also counted as an unscheduled absence.)

It is always the intention of the District to provide positive support to employees who are experiencing difficulties. As such supervisors may verbally counsel or discuss employee attendance at any time in a non-disciplinary manner.

3. Doctor's Statement

- a. 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:
 - i. Absences on four (4) consecutive days; or
 - ii. Sets of consecutive absences on eight (8) days during one month; or
 - iii. Sets of consecutive absences on ten (10) days during one (1) fiscal year;
- b. The Director reserves the right to require a Driver/Aide 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 i, ii, and iii above) or in the event the District questions the Driver's/Aide'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 Driver/Aide presents verification from the physician's office that an appointment with the physician has been made and/or the physician's statement was not available within this ten (10) day period.

4. Pattern of Absence

- a. 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, consecutive Mondays and/or Fridays or consistently during AM and/or PM Primary duty assignments).
- b. 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.

ARTICLE 15 SCHOOL BUS ROUTE SELECTION

1. Definition

School bus routes consist of the periodic and repetitive transporting of students to and from school, home, and/or outside activities. The Director may change any school bus route as needed throughout the year.

2. Route changes include, but are not limited to the following:

- a. Adding or removing students
- b. Adding or removing stop locations
- c. Changing departure and/or stop times
- d. 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.

3. Route Addition

A route addition is defined as a new or existing route that has been added after initial route selection. A route addition shall not be added to a Driver's/Aide's route without discussion with the Driver/Aide. All route additions will be assigned to Drivers/Aides in accordance with the provisions of "New/Existing Routes Become Available" in Section 9.

4. Displaced Driver/Aide

If a Driver/Aide is displaced from their route during the school year, through circumstances beyond their control, they will be allowed to work as a Substitute Driver/Aide for forty-five (45) calendar days without loss of benefits. If no route becomes available after forty-five (45) calendar days, the displaced Driver/Aide may work as a substitute Driver/Aide without benefits and shall be recalled to regular employment, before any new hiring, when another route becomes available.

5. 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 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 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.

6. 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 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 beginning of each school year.

7. School Bus Route Selection

- a. 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 only basis.
- b. Drivers/Aides shall not select a route where they would be on the same bus as a member of their immediate family, in-laws, 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-laws, 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.
- c. 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.
- d. 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 overtime.
- e. All school bus route selections shall be paid at the Driver's/Aide's current pay rate.
- f. The Director shall meet annually with the Union President and/or designee(s) to help ensure Route Selection compliance with the procedures of this Agreement. This review session shall be held at the Wentzville Transportation Facility at 10:00 a.m. on the third Monday in July to allow time for the Director to respond to any procedural changes which may be necessary.
- g. The District shall permit the Union President, and/or designee(s), to monitor the route selection process. One work week 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.

8. 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. Aides' binders will have the Driver's names available on Aide bid day.
- c. At least three (3) working 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 binders and Department web page shall be all-inclusive (i.e. shall include all routes for the upcoming school year divided by High Schools). If the Department web page is unavailable, additional route binders will be provided.
- d. For all extended-year programs and OOD routes, each route sheet shall contain the applicable school's calendar for the upcoming school year as available. OOD schools may have extended school year calendars.
- e. In addition to providing route binders, routes will be posted on the Department web page three (3) days prior to route selection providing access for review.
- f. Drivers/Aides are responsible for reporting at their assigned date and time to select their route.
- g. 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.
- h. 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.

9. New/Existing Routes Become Available

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

10. Midday Routes

- a. AM/PM routes scheduled for less than twenty-five (25) hours per week may have Midday routes attached as part of a route set. Midday routes not attached to part of a route set will be placed in a Midday route binder as stand-alone routes to be selected by seniority during route selection. Midday routes consist of AM session take home and PM session pickup Early Childhood routes.
- b. If a Midday route is added to a short route for route selection at the beginning of the year, but during the year is no longer needed to meet the twenty-five (25) hour requirement, that Midday route will be put up for selection if the Driver no longer wishes to drive that part of the route.

11. Additional School Year Routes

- a. Horizons, ELL, AM and PM Early Childhood Routes and other regularly scheduled routes may be combined with AM/PM bus routes and will be placed in the School Year Route binders for selection at the beginning of the school year.
- b. 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 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.
- c. The sign-up sheet shall contain the following information:
 - i. Description of the routes being offered.
 - ii. Indication if Drivers and/or Aides are needed.
 - iii. Sign-up ending date when the sign-up sheet was posted and when it will be pulled from the board.
 - iv. Date, time, and location for the route selection meeting.
- d. A copy of the sign-up 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.
 - i. 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.
 - ii. If a Driver/Aide is not able to attend the route selection meeting, he/she will designate a proxy, in writing.
 - iii. The additional route(s) will be selected by the Drivers/Aides/Proxies by seniority.
 - iv. Aides will have priority over Drivers when Aide position selections are needed.
 - v. 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.

12. Out-of-District Routes (OOD)

- a. Out-of-District (OOD) Routes are routes for students who attend schools which are not part of the Wentzville School District.
- b. OOD Route Drivers/Aides shall be paid according to the District Payroll Calendar. The Drivers/Aides shall commit to working the full calendar of the schools they serve. They will be paid for any additional days worked. If they cannot work on their school's calendar day, they must submit a request for time off one (1) week prior to the date, unless sick leave is being used. As a deterrent, if a Driver/Aide fails to fulfill the full calendar of an OOD route, the Driver/Aide shall be prohibited from selecting an OOD route the following year. The Director or designee can approve short-term leave requests without enacting this provision.
- c. If their school is not in session on a day or days when Wentzville is in session, the Driver/Aide shall be available to substitute on intra-district routes in the event of a Driver/Aide shortage. The Driver/Aide will make prior arrangements with Dispatcher if unavailable.
- d. OOD routes require special consideration by the Driver/Aide during route selection. All special requirements and expectations for these routes shall be clearly identifiable to the Drivers/Aides so that they can make a responsible route selection.
- e. If an OOD 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 OOD Driver/Aide returns. The temporary replacement Driver/Aide shall be chosen by seniority from the sign-up sheet.

13. Summer Routes, Selection Procedure

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. Drivers/Aides will sign-up for Summer School/ESY Routes as indicated below.
 - i. Drivers' sign-up sheets
 1. 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.
 2. 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.

- ii. Aides' sign-up sheet
 - 1. 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.
 - 2. 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.
 - 3. 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.
- iii. Summer Route Floater Drivers
 - 1. 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.
 - 2. These Driver(s) will report to the dispatcher each day and be available to drive or aide on a Summer Route, as needed.
- iv. Summer School Routes
 - 1. 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.
 - 2. 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.
- v. Extended School Year (ESY) Routes
 - 1. 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.
 - 2. 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.

- vi. New Driver/Aide Summer Work Requirement
 - 1. 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 unfilled positions have been filled.

14. General Procedures

- a. 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.
- b. 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.
- a. Drivers/Aides are not allowed to find replacements without coordination with Transportation management.
- b. 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.
- c. All special expectations of the Aide shall be identified to the current year's Aides before the route is assigned.
- d. 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.
- e. Layover location:
 - i. Discretion will be used by the Driver when responsibly choosing a layover location. Whenever practical, layover shall occur on school district property.
 - ii. 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.
 - iii. In the event the Director/designee receives a complaint regarding the Driver's chosen layover location, the Director may direct the Driver to choose a different location.

ARTICLE 16 FIELD/ACTIVITY TRIPS

1. Probationary Period for New Drivers Regarding Field Trips

- a. 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.

2. General Procedures

- a. Drivers are responsible for getting directions and being prepared for the trip prior to leaving the Transportation Facility.
- b. Drivers are allowed to give up their regular route to drive any trip scheduled for eight (8) hours or more.
- c. 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.
- d. Drivers are required to retain the Field Trip Driver Sheet on their bus until the trip is complete. This documentation shall be submitted to the Transportation Office upon returning to base.
- e. Drivers should plan accordingly to leave the school at the published Trip Departure Time after completing the following:
 - i. Perform the DAILY PRE-TRIP SAFETY bus inspection
 - ii. Drive to the Trip departure location
 - iii. Load students
 - iv. The Driver shall not leave a bus loading location until after the sponsor/coach has provided a current seating chart to the Driver. The sponsor/coach shall be responsible for the accuracy of the seating chart. The Driver shall retain the Seating Chart with the Field Trip Driver Sheet form during transport and submit it with that form upon return.
 - v. Complete the Emergency Evacuation message.
- f. The bus should be swept out, if needed, after a field trip.
- g. Drivers should ensure they have adequate fuel before departing the Transportation Facility. Refueling may be necessary during a Field/Activity trip, however, refueling shall occur only when the bus is empty of passengers. Any fuel paid for by a Driver will be reimbursed with a receipt only; however, this practice is discouraged. For round trips greater than 150 miles, a fuel card shall be provided to the Driver.
- h. At least one adult field trip sponsor is required to ride on the bus for all field trips.
- i. 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.
- j. Trip Drivers are responsible for setting the alarm and locking the building/lot upon leaving or returning from a trip.
- k. 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 throughout the duration of the trip.
- l. Refer to the Field/Activity Trip Compensation section for payroll policies specific

- to field trips.
- m. 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.
 - n. 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.
 - i. A description of the group taking the trip
 - ii. The scheduled time when the group needs to depart for the trip
 - iii. 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
 - iv. The name of the school where the group will be picked up
 - v. 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)
 - vi. The name and address of the field trip's destination
 - vii. Transportation Department or trip sponsor notes or special instructions required by the Driver
 - viii. Name, address, phone number of any dorm/motel room accommodations made for the Driver
 - ix. The names and cell phone numbers of emergency contacts:
 - 1. Transportation administrators: Director, Operations Managers, Maintenance Supervisor, etc.
 - 2. School's Activity Director
 - o. On out-of-district trips, the back seats of the school bus must remain open.

3. Work Days Exceeding Twelve Hours

- a. 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.
- b. For multiple Drivers, enough rooms will be provided so that:
 - i. Drivers with different genders will not be required to share a room.
 - ii. No more than two Drivers will be assigned to the same room.
- c. The Director or designee will share the particulars of a Trip with the Driver. After review and discussion with the driver, the Director or designee may waive the dorm/motel room and/or two Driver requirement for that trip by noting the 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.
- d. 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.

4. 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.
 - i. The List will include all relevant information required for drivers to make an informed decision such as Trips requiring lift busses, dates, times, etc.
 - ii. 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.
 - iii. Trips, which have special transportation needs i.e. wheelchair requirements, SPED, transit bus, etc. shall be denoted on the List.
 - iv. 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.
- e. 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 5, below, next week's first pick Driver shall be determined BEFORE the "special circumstance" trips are selected.
- f. Drivers cannot select Trips unless their regular route schedule permits them to arrive at the school before the scheduled Trip departure time.

5. "Special Circumstance" Trips

- a. 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 4:00 p.m., or after. Drivers will not be allowed to select any Trip leaving between 1:45 p.m. to 4:00 p.m. on school days with regular class schedules.
- b. 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 4:00 p.m. These "special circumstance" trips shall be announced to the Drivers by the Operations Manager, or designee, before the first trip is selected.

- c. 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.
- d. 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.
- e. It is the responsibility of each Driver to know which Trips they have agreed to take for the upcoming week.

6. General Guidelines

- a. 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.
- b. 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.
- c. 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.
- d. Upon request, the Trip Driver assignment report and Seniority List will be made available to the Union President or designee for examination.
- e. The Director or designee shall insure that each new Driver has been introduced to this Field/Activity Trip Procedure during driver training.

7. 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. 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.
- c. 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.
- d. 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 downtime will be subtracted from the total trip time.
- e. 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.
- f. Maximum of \$40 for meals per day when accompanied by detailed/itemized receipts.
- g. Other expenses may be reimbursed when application is accompanied by actual

detailed/itemized receipts approved in advance

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

ARTICLE 17

TERMS OF AGREEMENT

This Agreement shall be effective as of July 1, 2020 and shall continue in full force and effect through June 30, 2023 with the inclusion of the Addendum regarding HB1413. If the Supreme Court of Missouri, or another court of competent jurisdiction over the District, rules HB1413 or any of its parts null, void, or unconstitutional, the Addendum will either be removed or adjusted to meet the requirements of the legal ruling.

The District and 6553 shall meet to revisit and negotiate salary on an annual basis (refer to Article 4, Procedures for Negotiations).


The District shall be responsible for copying this Agreement after the Agreement is signed. Upon BOE approval of the Agreement and prior to the first day of school, the District shall:

- Provide 2 laminated copies
- Provide 50 copies to Local 6553; 50 additional copies upon request/need
- Post the Agreement on the District website

Both parties will be responsible for proofreading the Agreement before it is printed.

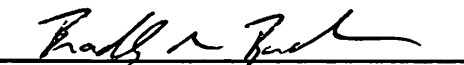
UNION

By 
Bargaining Chairperson

By 
President

BOARD OF EDUCATION

By 
Its President

By 
Its Secretary

**ADDENDUM TO
THE 2020-2023 MASTER AGREEMENT
by and between the
WENTZVILLE R-IV SCHOOL DISTRICT
and the
WENTZVILLE TRANSPORTATION Union AFT LOCAL 6553**

This addendum to the Master Agreement by and between the Wentzville R-IV School District ("the District") and the Wentzville Transportation, Local 6553, AFT-Missouri, AFL-CIO ("Union") (together "the Parties") is made on this 23rd day of April, 2020 for the purpose of amending the Master Agreement entered into by the Parties and in effect from July 1, 2020 through June 30, 2023. The Parties agree that the Master Agreement is hereby amended by this addendum during all such time as HB 1413, as enacted into law, remains in effect as valid and binding Missouri Law, by adding to the Master Agreement the following terms:

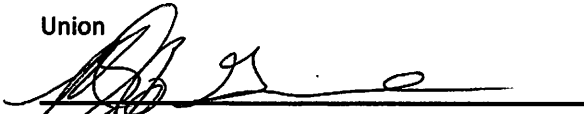
1. No Union representatives or employees will be paid by the District for time spent participating in bargaining or preparing for bargaining on behalf of the Union, except to the extent the individual is an employee of the District and elects to use accrued leave. Union representatives and District employees are prohibited from accepting paid time, other than unused paid time off that was accrued by such District employees, by the District for the purposes of conducting labor organization-related activities on behalf of Union concerning collective bargaining, including, but not limited to, negotiations, bargaining meetings, meet and confer sessions, and any other collective bargaining-related activity.
2. Before any agreement is provided to the District for consideration, the agreement must be ratified by a majority of members of Union in the unit.
3. The District reserves the right to hire, promote, assign, direct, transfer, schedule, discipline, and discharge all employees, and to maintain executive management and administrative control of the District and its properties and facilities and the activities of its employees as related to the conduct of District affairs, including the right to make, amend, and rescind reasonable work rules and standard operating procedures.
4. All strikes of any kind are prohibited. A strike shall include a refusal to perform services, walkout, sick-out, sit-in, or any other form of interference with the operations of any public body. Any public employee who engages in any strike or concerted refusal to work, shall be subject to termination of employment.
5. The Union has the duty of fair representation to all District employees in the bargaining unit, regardless of whether the employees are members of Union.
6. All District employees have the right to refrain from engaging in and supporting Union activity, as well as oppose labor organization activity.
7. The District, in the event of a budget shortfall, shall have the right to require the modification of the economic terms of the Agreement. If the District deems it necessary to modify, upon good

cause, the economic terms of the Agreement, the District shall notify Union and shall provide a period of thirty (30) days during which the District and Union shall bargain over any necessary adjustments to the economic terms of the Agreement. If, at the end of the thirty-day period, the Parties have been unable to agree upon modifications that meet the District's requirements, the District shall have the right, upon good cause, to make necessary adjustments on its own authority.

8. Any terms of the Master Agreement between the Parties that conflict with HB1413 shall be null and void.
9. Union must seek and gain certification from the State Board of Mediation per the requirements of HB 1413. At the time of this Agreement, the State Board of Mediation was enjoined from administering any part of HB 1413 and unable to process the certification elections. Within six months of the State Board of Mediation resuming certification and recertification elections under HB 1413, the Union must file a Petition for Certification with the State Board of Mediation to obtain recertification as exclusive bargaining representative of the bargaining unit. If the Union is not recertified as a result of the election held after the Petition is approved, or if the Petition is not approved and no election occurs, the Master Agreement between the Parties, in effect from July 1, 2020 through June 30, 2023 is null and void.

All other terms of the Master Agreement shall remain unchanged. If any part of HB1413 requiring the above terms is ever modified or repealed or found to be invalid or unenforceable by a court of competent jurisdiction over the District, then the entire Addendum or the parts ruled unconstitutional or null and void shall immediately be null and void. Within 30 days, upon mutual agreement of the parties, negotiations may begin on a replacement provision or provisions.

Union


By President

Board of Education


By President, Board of Education


By Secretary and/or Lead Negotiator


By Secretary, Board of Education

**Memorandum of Understanding
2020-2021 School Year**

This Memorandum of Understanding ("MOU") is entered into between the Wentzville Transportation, Local 6553, AFT-Missouri, AFL-CIO ("Union") and the Wentzville R-IV School District ("District") and will become effective on August 24, 2020. This MOU will expire when St. Charles County/Wentzville is no longer experiencing community transmission of COVID-19 and the District is no longer needing to implement use of levels or measures to mitigate transmission of COVID-19.

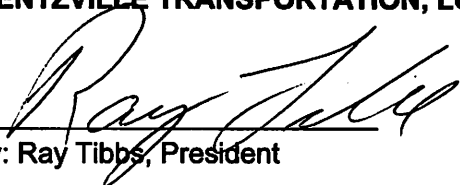
In a mutual effort to alleviate potential budgetary concerns of the District that will affect employees during the community transmission of COVID-19, the Union and the District agree to the following:

1. Any provisions of the "Agreement between the Wentzville Transportation Union AFT Local 6553 and the Wentzville R-IV School District, July 1, 2020 through June 30, 2023", as amended by the Union and the District (the "Agreement"), which conflict with this MOU are temporarily suspended while the MOU is in effect.
2. When the District is at Level 2 of its "Roadmap to Reopening Plan", the 25-hour work week guaranteed minimum contained in Article 7, Section 1 of the Agreement will be reduced to 20 hours, and the District will pay Drivers and Aides a 20-hour work week guaranteed minimum for the work that is performed on Mondays, Tuesdays, Thursdays, and Fridays. Drivers and Aides who accrue more than 20 hours of work in a work week will be paid for the actual hours worked. Drivers and Aides who do not accrue at least 20 hours of work in a work week will be paid the minimum of 20 hours for the four days in the week. There will be a "Wednesday Level 2 Extra-Duty" sign-up sheet for Drivers and Aides who wish to work on Wednesdays when periodic work in the Transportation Department is available (similar to duties referred to in Article 9, Section 5 and 6). Drivers and Aides will continue to receive any employer-paid benefits in Level 2.
3. The 20-hour work week guaranteed minimum described in paragraph 2 above will be in effect until the District determines that it is no longer financially feasible, and the parties will meet at the end of each quarter of the school year to discuss the financial sustainability of the 20-hour work week guaranteed minimum and evaluate its continuation.
4. Drivers and Aides who have an Out-of-District route that continues to operate on Wednesdays in Level 2 will be paid on Wednesdays for the hours worked when those routes are needed for student transportation. If driving is needed on Wednesdays to transport students, Drivers and Aides who drive Field/Activity Trip routes on Wednesdays in Level 2 will be paid for the hours worked on Wednesday.

5. When the District is at Level 3 of its "Roadmap to Reopening Plan", the District may, at its option, offer a voluntary furlough to Drivers and Aides. If a voluntary furlough is offered, it may only be accepted by a Driver or Aide who signs a voluntary furlough agreement with the District. Employees who accept a voluntary furlough by signing the voluntary furlough agreement will continue to receive any employer-paid benefits for the period of time specified in the voluntary furlough agreement, and will be expected to return to work when notified by the District. Any furloughed employee who fails to return to work when notified by the District will be required to reimburse the District for the costs of the employer-paid benefits provided by the District during the furlough. Any sick or vacation time to which the employee was entitled at the time of the furlough will be made available to the employee upon their return to work. Any seniority the employee accrued at the time of the furlough will continue to accrue during the furlough and will remain with the employee upon their return to work. The District will pay Drivers and Aides their twenty (20) hours per week minimum compensation for the first 2 weeks when or if the District is in Level 3.
6. When the District is at Level 3 of its "Roadmap to Reopening Plan", the District may, at its option, institute layoff procedures as outlined in Article 9, Section 8, "Layoffs and Recalls", of the Agreement, except that the District will not have to provide 30 days' notice of the layoff. Instead, the District will provide notice of any layoff as soon as practicable. The District will pay Drivers and Aides their twenty (20) hours per week minimum compensation for the first 2 weeks when or if the District is in Level 3. The recall of Drivers and Aides shall be made in order of seniority for both level 2 and Level 3.
7. The Union and the District may schedule a future meeting to address other mutual concerns that involve Driver and Aide responsibilities, working conditions, and/or wages at Levels 2 and 3 of the District's Reopening Plan.
8. It is the parties' intention that these provisions are temporary in nature and intended to address the current pandemic caused by COVID-19. The parties may remove portions of, add to, or otherwise amend this MOU by mutual agreement at any time.

IN WITNESS WHEREOF, the Parties' authorized representatives have signed this MOU on the dates set forth opposite their names.

WENTZVILLE TRANSPORTATION, LOCAL 6553, AFT-MISSOURI, AFL-CIO


By: Ray Tibbs, President

8-14-2020
Date:

WENTZVILLE R-IV SCHOOL DISTRICT


By: Betsy Bates, Board President

8/20/20
Date:

**Memorandum of Understanding
July 21, 2020**

This Memorandum of Understanding ("MOU") is entered into between the Wentzville Transportation, Local 6553, AFT-Missouri, AFL-CIO ("Union") and the Wentzville R-IV School District ("District") and will become effective on July 21, 2020. This MOU will expire when St. Charles County/Wentzville is no longer experiencing community transmission of the COVID-19 pandemic and the District is no longer needing to implement use of levels or measures to mitigate transmission of the COVID-19 pandemic .

In a mutual effort to provide a safe environment for students and staff members of the District, the Union and the District agree to the following:

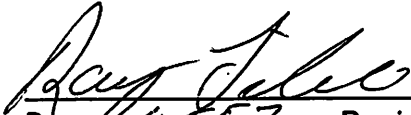
1. Employees will be provided with a reusable mask. Employees who have individual needs or concerns regarding personal protective equipment ("PPE") should contact the District's Director of Transportation. Employees who have individual health concerns should consult the District's Human Resources Department.
2. Drivers/Aides will clean the bus in between routes, including disinfecting and sanitizing, as asked to do so by the District. The District will train Drivers and Aides in the proper use of any cleaning product that the staff member is asked to use. The District will provide MSDS sheets to the Union for all cleaning products provided to employees by the District.
3. The District will develop procedures for seating, cleaning, and the use of PPE on buses. The Director of Transportation or his/her designee will ensure training on these procedures occurs during orientation.
4. The District and the Union agree that in the event that an employee's regular job duties are not present or are not needed during Levels 2 or 3 of the District's reopening plan, the District can reassign staff members to perform duties that are needed. The District will train staff to perform the new job. The District will not assign staff to positions that require specialized licensure or certification. The District will not ask Drivers and Aides to perform duties that conflict with any other District Union's Agreements.
5. The Union and the District will schedule a future meeting to address mutual concerns that involve Driver and Aide responsibilities, working conditions, and/or wages at Levels 2 and 3 of the District's Reopening Plan.
6. Any provisions of the "Agreement between the Wentzville Transportation Union AFT Local 6553 and the Wentzville R-IV School District, July 1, 2020 through June 30, 2023,

as amended by the Union and the District, which conflict with this MOU are temporarily suspended while the MOU is in effect.

7. It is the parties' intention that these provisions are temporary in nature and intended to address the current pandemic. The parties may remove portions of, add to, or otherwise amend this MOU by mutual agreement at any time.

IN WITNESS WHEREOF, the Parties' authorized representatives have signed this MOU on the dates set forth opposite their names.

WENTZVILLE TRANSPORTATION, LOCAL 6553, AFT-MISSOURI, AFL-CIO


By: 6553, President

7-20-2020
Date:

WENTZVILLE R-IV SCHOOL DISTRICT



8/20/20