

ARTICLES OF AGREEMENT

of

**The Hazelwood School District
Board of Education**

and the

**Hazelwood Association of Support Personnel
MNEA/NEA**

Bus Drivers

2021-2023

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ARTICLE 1

INTRODUCTION

The following articles have been agreed upon between the duly designated representatives of the Board of Education of the Hazelwood School District and representatives of the Hazelwood Association of Support Personnel MNEA/NEA, the designated exclusive bargaining representatives of all bus driver employees providing services in Hazelwood School District, exclusive of supervisory and administrative employees, full or part time, who are paid on the basis of the bus driver salary schedule. The undersigned hereby submit these agreed articles to the Board of Education as a memorandum of understanding and recommend its adoption.

The Board may modify the agreement in emergency, unforeseen or unusual situations such as disasters or other causes of financial hardships that would prohibit the district from operating in a responsible and legal manner. Examples of these situations would be fire, flood, tornadoes, earthquakes, acts of war, acts of terrorism, significant losses of revenue, or large and unusual increase in expenditures. This list is not intended to be all inclusive and this clause is not limited to those items listed above. In the event that the district determines that there is an emergency situation as defined above it shall reconvene the negotiations process with MNEA representatives to discuss the situation, collaborate on possible solutions and reach resolution regarding a mutually-agreed upon outcome.

Nothing in this agreement should be interpreted to conflict with any and all Board duties permitted by Missouri statutes.

Pursuant to the above, the Board of Education of the Hazelwood School District has approved by resolution the following salaries, benefits and other terms and conditions of employment for the members of said bargaining unit on June 15, 2021. This agreement between MNEA and the Hazelwood Board of Education shall be in effect from July 1, 2021 through June 30, 2023.

BOARD OF EDUCATION TEAM

Diane Livingston

Dr. Zella Williams

Sylvester T. Tolson

Cheryl L. Latham

Frank G. Gaudin, Ph.D.

Elizabeth A. Ruhl

Michael H. H. H.

Catherine L. Roberts

ARTICLE 2

EMPLOYMENT AT WILL/GRIEVANCE DISCUSSION AGREEMENTS

Bus drivers shall not have claim to continued employment and shall be considered employees at will and may be terminated at any time for personnel or fiscal reasons.

Bus drivers who are absent for any reason and whose absences exceed their allowable days of annual leave, plus all accumulated days of leave, and have not been granted an extension thereof by the Board or superintendent, will be deemed to have taken excess leave and will be subject to suspension without pay or termination (all extensions granted by the Superintendent will be reported to the Board). Allowable days include sick days, option days and vacation days. Bus drivers who exceed their allowable days may present a doctor's excuse in order to avoid disciplinary action.

The agreement between the Board of Education and a recognized bus drivers' organization shall govern grievances by the bus drivers in that discussion unit. The grievance procedures extended to bus drivers by the Board from time to time shall not be deemed to grant the bus drivers an employment contract.

Nothing contained in this policy or in any other policy of the district shall prohibit the district from terminating at will bus drivers at any time when, in the sole discretion of the Board, the position that the bus driver fills is no longer necessary for the purposes of the district; or the Board, in light of fiscal conditions, considers the termination of the bus driver is necessary to preserve the financial health of the district.

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ARTICLE 3

INVOLVEMENT IN DECISION MAKING

Communications with the Bus Drivers

The following measures shall be taken to ensure district-wide communication between the administration and the bus drivers of the Hazelwood School District:

1. Planned, regular and recurring personal contacts between officials of the district office and personnel in the schools.
2. District and school wide meetings of faculty and key classified personnel.
3. District-wide written communications media.
4. District-wide reports.

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ARTICLE 4

ETHICS

The Board of Education expects that each bus driver shall put forth every effort to promote a quality instructional program in the school district. The Board has stated its policies in the online district policy manual. All bus drivers are expected to be familiar and be in compliance with the contents of these policies.

The Board's various policies relating to conflict of interest will be made known to all bus drivers. It shall be deemed unethical for any bus driver to attempt to influence a Board member outside of an official Board Meeting in regard to assignments, purchase of equipment and supplies, selection of textbooks, or like matters which are ultimately decisions delegated to the Superintendent/designee.

An effective educational program requires bus drivers with integrity, high ideals, empathy, and human understanding. All bus drivers will be expected to adhere to the general staff ethics policy endorsed by the Board.

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ARTICLE 5

HEALTH AND SAFETY

The health and safety of all bus drivers is of vital importance to the school district. The Board will seek to provide safe working conditions for all bus drivers, and will give prompt consideration to those conditions that may present a threat to the health and safety of staff members. Any time a bus driver has a concern about unhealthy, unsafe or hazardous working conditions, he/she should report it to his/her principal or immediate supervisor, who will evaluate the concern and determine a course of action. The District shall notify drivers of any incidents involving contagious/infectious disease or parasites with which they may have come in contact during the transport of students aboard their school bus when a bus is disinfected.

Bus drivers and any employee of the transportation department who may drive a school bus must pass a physical examination annually of such nature to meet the requirements of the position. Each transportation department bus driver shall furnish a health certificate through the medical examiner designated by the school district and at school district expense prior to the date established for bus run selection. The health certificate or proof of health certificate shall be provided to the office of Human Resources.

The school district reserves the right to require a medical examination of any bus driver at school district expense when necessary. The Board reserves the right to implement procedures designed to protect the health and welfare of students and staff.

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ARTICLE 6

PROTECTION

Insurance coverage for the Hazelwood School District staff will be as follows:

Liability Insurance -- All bus drivers will be provided liability insurance that will cover, subject to the provisions thereof, claims arising from acts performed within the scope of their employment.

Workers' Compensation Insurance -- All school bus drivers are covered by Workers' Compensation insurance and are eligible for compensation for an injury incurred in the performance of their job. Any accident resulting in injury, no matter how minor, must be reported to the immediate supervisor, who in turn will notify the appropriate administrative office. Following treatment, proper forms must be completed and submitted to the appropriate administrative offices.

1. If the bus driver is in one of the school buildings during school hours, the bus driver will report to the nurse who will give emergency care, evaluate the nature of illness or injury, and recommend the procedure for further care.
2. The immediate supervisor is to be notified.
3. During non-school hours the supervisor is to be notified, who will authorize medical attention. If the bus driver is incapable of transporting self to an emergency room, an ambulance is to be called.
4. After receiving medical attention, the bus driver is to report back to the supervisor.
5. The safety and security director must be notified within 24 hours following injury or illness.
6. When injured while out of the district on school assignment, the immediate supervisor is to be notified immediately.
7. The district does not permit the use of paid leave for absences during the period when the employee receives workers' compensation wage benefits. Because by law an employee will not receive workers' compensation wage benefits for the first three (3) days of absence if the total absence is less than 14 days, the district will apply available paid leave for those days. However, the employee will only receive compensation for those days once the district knows that the employee will not receive workers' compensation wage benefits for those days.

8. Employees who are absent due to an illness or injury compensable under workers' compensation and who are receiving such compensation will not lose seniority.
9. When a bus driver is cleared to return to work from a Workers' Compensation injury and there is need for follow-up physical therapy, the bus driver should be instructed that he/she needs to schedule the appointments before or after regular work hours. If he/she decides to schedule the appointment during regular work hours, he/she will be charged with the time off work (sick leave, vacation or option leave).

Unemployment Compensation Insurance -- All eligible school bus drivers are covered by unemployment compensation and are subject to the provisions thereof.

Medicare Coverage -- Bus drivers are included in the Medicare system, and thus will become eligible for Medicare hospitalization coverage at age 65, or as otherwise provided by federal law.

Legal Counsel

Any case of assault upon an employee shall be promptly reported to the Superintendent or his or her designee. The Board shall cooperate with any criminal proceedings as a result of the assault and provide legal counsel to the employee if questions arise when dealing with law enforcement and judicial authorities. This does not obligate the Board of Education to provide legal services to the employee for seeking damages through civil court proceedings.

Court Appearance

In the event an "actively at work" bus driver is called as a witness in connection with the prosecution of a work-related assault, there will be no loss of pay, option days or vacations days.

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ARTICLE 7

PARTICIPATION IN COMMUNITY ACTIVITIES

The Board urges bus drivers to participate constructively in activities of the school district community. In their relationships with community groups, a conscientious effort should be made by all bus drivers to make school life a part of community life, and to bring the community closer to the schools. Professional and support staff members should endeavor to know the community's influence on and opportunities for students, as well as for themselves.

Bus drivers are reminded that they may be viewed by the community as representatives of the school district. Therefore, bus drivers should be careful that any information they carry to the public is correct information, not rumor or part truth.

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ARTICLE 8

PARTICIPATION IN POLITICAL ACTIVITIES

The Board of Education recognizes that bus drivers of the district have the same fundamental civic responsibilities as other citizens. Among these are campaigning for elective public office and holding an elective or appointed public office.

No bus driver will use school system facilities, equipment, or supplies in connection with campaigning; nor will the bus driver use any time during the working day for campaigning purposes.

Any discussions of politics in the presence of students are to be handled in such a manner as to give unbiased information. An employee shall not impose, or attempt to impose, his or her personal political philosophy upon the students.

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ARTICLE 9

BUS DRIVER/STUDENT RELATIONS

The relationship between all bus drivers and students in the school district should be one of cooperation, understanding and mutual respect. All bus drivers have the responsibility to provide an atmosphere conducive to learning, which should be accomplished through effective individual and group discipline. All students and staff will treat each other with respect.

Differences and problems that arise between a bus driver and student are typically best worked out by conferences between these two (2) persons or between the bus driver and the parent of the student. However, bus drivers and students should immediately report a violation or perceived violation of the district's nondiscrimination and anti-harassment policy (AC), regardless of whether a conference has been held.

No bus driver may use his or her status as a bus driver to adversely influence a student of the district. No bus driver may date, make advances toward, or engage in any sexual relationship with a district student, regardless of the student's age, the perceived consensual nature of the relationship, where the advances are made or whether the bus driver directly supervises the student. Further, no bus driver may discuss or plan a future romantic or sexual relationship with a student. All bus drivers possessing evidence of or witnessing such conduct or sexual harassment shall report it to the district's administration immediately. All bus drivers or school officials who know or have reasonable cause to suspect child abuse shall immediately report the suspected abuse to the principal and to the Children's Division (CD) of the Department of Social Services hotline, pursuant to state law.

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ARTICLE 10

GIFTS TO AND SOLICITATIONS BY BUS DRIVERS

No bus driver may solicit or accept, either directly or indirectly, any gift, donation, gratuity, or favor with any substantial economic value, or which might reasonably be interpreted by normal community standards as being of such nature that it could affect his or her impartiality or judgment.

Bus driver of the district shall not sell or receive commissions or other compensation for sales made to the district; nor shall any other consideration be received by any person or persons in behalf of the district without the permission of the superintendent, who shall inform the Board of Education of said consideration at the next session of the Board.

No bus driver of the Board shall endorse any product or publication purchased by and/or used by the district.

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ARTICLE 11

PERSONNEL RECORDS

Information of a derogatory nature will not be entered or filed in the bus driver's personnel folder until the bus driver is given notice, as well as an opportunity to review the information and comment thereon. The bus driver will have the right to append a reply to the statement, which will also be included in the folder.

Bus Driver Records

At the time of initial employment, each bus driver shall file with the district prior to the first day of employment a complete application form. All applicants must submit a police record check, Children's Division record check and fingerprint record check prior to employment. The superintendent or designee shall establish procedures and forms for all applicants to secure the proper information so that they will be in compliance with this policy.

For the benefit and use of the district and the bus driver, each bus driver is required to maintain a complete up-to-date personnel file in the Human Resources office.

The personnel file shall consist of the following:

1. Application
2. Police record check
3. Evaluation forms
4. Employment record
5. Copies of correspondence to and from the bus driver regarding the job function
6. Physical verification form
7. Fingerprint record check results
8. Children's Division record check results
9. Driver's license
10. Transcripts, if applicable
11. Professional license, if applicable

Medical information and immigration records shall be kept in separate files.

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ARTICLE 12

COMPLAINTS AND GRIEVANCES

It is the intent of the Board of Education that, through the bus driver complaints and grievances procedure, bus driver complaints will be identified and corrected at the earliest possible time and at the lowest level of supervision. Complaint processing should be viewed as a positive and constructive effort to establish the facts upon which the complaint is based and come to a fair conclusion. Bus drivers will not be discriminated against nor will reprisal be attempted against a bus driver because a complaint was filed.

I. Definition

Complaint -- A bus driver's assertion that he or she is adversely affected by a violation, misinterpretation or misapplication of a published district policy or regulation, or of an employee handbook, bus driver articles of agreement or existing law. Complaints relating to discrimination on the basis of sex or disability will be resolved in accordance with policies AC and AC-R.

II. Procedures

Complaints will be processed according to the step-by-step procedures outlined below.

A. Step 1

1. A complaint will be presented orally and informally to the immediate supervisor within five (5) workdays of knowledge of the action. If the complaint is not promptly resolved, it will be reduced to writing and submitted to the immediate supervisor. If the matter is not resolved within five (5) working days after discussion, the grievant may submit a formal grievance in writing to the immediate supervisor. Any bargaining unit bus driver may request a Federation/Union Association representative once the formal grievance has been submitted.
2. Within seven (7) workdays of receiving the written complaint, the immediate supervisor will render a decision in writing to the complainant and the person or persons originally involved in the complaint.

B. Step 2

1. Within five (5) workdays after receiving the decision at Step 1, the complainant may appeal the decision in writing to the assistant superintendent.
2. The assistant superintendent will, within seven (7) workdays of receipt of the appeal, investigate and render a decision in writing to the complainant, immediate supervisor and to the person or persons originally involved in the complaint.

C. Step 3

1. Within five (5) workdays after receiving the decision at Step 2, the complainant may appeal the decision in writing to the superintendent.
2. The superintendent will, within ten (10) workdays of receipt of the appeal, investigate and render a decision in writing to the complainant, the principal or immediate supervisor and to the person or persons originally involved in the complaint.

D. Step 4

1. Within five (5) workdays after receiving the decision at Step 3, the complainant may appeal the decision to the Board of Education.
2. The Board will schedule the matter for a hearing within twenty-five (25) workdays following receipt of the appeal. If the hearing requires the bus driver to be absent from his/her regular assignment, he/she shall be released without loss of pay or benefits. The complainant has the option to have a support staff organization representative present at the hearing. The Board will render a decision within fifteen (15) workdays after the hearing and record its decision in its minutes. Copies of the decision shall be given to the complainant, the immediate supervisor and to the person or persons originally involved in the complaint. The decision of the Board of Education will be deemed final.

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ARTICLE 13

TUITION REIMBURSEMENT

The Board of Education recognizes that study at an accredited college, university or vocational program may enable a bus driver to provide better educational opportunities.

The district shall provide for prorated tuition reimbursement for those successfully completed courses which have received prior approval from the superintendent/designee. Courses eligible for prorated tuition reimbursement shall meet the approval criteria established by the superintendent/designee. The association may submit and discuss with the superintendent/designee a list of recommended criteria. The criteria established by the superintendent/designee shall be approved by August 1.

The district shall set aside the sum of \$15,000 for the period of July 1st through December 31st and \$15,000 for the period of January 1st through June 30th, to be used for the purpose of tuition reimbursement for all support staff, including but not limited to: bus drivers, Local 60 clerical staff, instructional assistants, food service employees and nurses. Any sum not expended between July 1st and December 31st shall be carried over to the following period within the same fiscal year. This sum shall be divided by the total number of approved credit hours. The quotient shall be the amount of money available per credit hour for reimbursement, within the following limitations:

1. The maximum dollar amount of reimbursement per credit hour shall not exceed that which is charged by the University of Missouri, St. Louis;
2. Any course for which no tuition cost is incurred by the bus driver shall not be reimbursed under this proposal;
3. The maximum number of credit hours per bus driver for reimbursement in any fiscal year shall be nine credit hours;
4. Incidental costs, including but not limited to textbooks, supplies, registration fees and parking fees shall not be reimbursed under this policy.

Upon successful completion of the course, an official transcript or an original report card, along with verification of payment must be sent to the assistant superintendent for Human Resources. Reimbursement shall be made no later than 6 weeks after each period ends and following the receipt of the official transcript or report card and verification of payment.

No payment shall be made to bus drivers who are no longer with the district at the time of reimbursement.

Guidelines for Tuition Reimbursement

1. Application shall be made to the assistant superintendent of Human Resources and receive approval prior to enrollment in order for a clerical staff employee to receive reimbursement.
2. Reimbursement will be made when official transcripts of credit or an original report card have been received in the Human Resources office from all clerical staff requesting tuition reimbursement for any particular period.
3. These guidelines shall be reviewed and revised annually, if needed, by the superintendent/designee prior to the beginning of the school year.

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ARTICLE 14

SUPPORT STAFF POSITIONS

The Board of Education recognizes the importance of having well-qualified personnel in support staff positions to assure an efficient and effective educational program. All support staff positions in the school system will be established by the Board, and recommendations for employment will be presented to the Board for approval by the superintendent

Bus drivers shall be defined as personnel employed in non-certificated positions.

All bus drivers will receive a copy of their job description during the new bus driver orientation meeting. When a bus driver's job description is changed to reflect a revision in responsibilities, a copy will be provided to the bus driver. A copy will also be provided whenever requested by a bus driver.

The Board directs the superintendent/designee to maintain up-to-date position descriptions for all support staff. Prior to recommending a new position classification, the superintendent shall develop a complete position description for Board approval.

1. When a new position is created, the supervisor or the person designated by the superintendent will develop a position description of the position.
2. This position description must be presented to the superintendent/designee for approval.
3. The superintendent/designee will present the position description and classification along with his or her recommendations to the Board for approval.

Job descriptions are to be kept in a separate manual dedicated to that purpose and shall be available in the Office of Human Resources during regular business hours.

Duties and Responsibilities of Bus drivers

Bus drivers shall perform the duties as set forth in their position description or as assigned by their immediate supervisor.

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ARTICLE 15

TERMS OF EMPLOYMENT AND COMPENSATION PLANS

In determining terms of employment and compensations plans for bus drivers, the Board will take into account the responsibilities of the position, qualifications needed, past experience of the individual and years of service to the district. It will also consider the pay for similar employment in other school districts, and in the private sector of the area.

The superintendent of schools or his or her designee shall, on or before March 1 of each year, meet and confer with the representatives of the bus driver bargaining representative for the purpose of establishing the salary and benefits of those bus drivers for the ensuing fiscal year. Such meetings shall be in good faith and shall be conducted as often as necessary so that the positions of the Board and bus drivers may be communicated. The agreement between the Board and bus drivers after adoption by the Board shall be reduced to writing. In the event that there is no agreement prior to June 15 in each fiscal year, the last offer of the Board of Education in effect June 15 shall be the salary and benefit agreement for each bus driver in the group for the fiscal year beginning July 1.

Terms of employment shall be communicated to all bus drivers at the time of employment.

The superintendent or designee must advise all new bus drivers of the terms of employment which shall include the following:

1. The length and hours of the work day
2. Lunch schedule
3. Vacation policy (if it applies)
4. Sick leave policy
5. Insurance program
6. Rate of pay and pay days
7. Job description and classification, if appropriate
8. Retirement plan
9. Holidays
10. Probationary status and other information pertinent to their employment

Bus Drivers
2021-2022 Salary Schedule

1	\$15.15
2	\$15.56
3	\$16.02
4	\$16.43
5	\$16.89
6	\$17.36
7	\$17.85
8	\$18.34
9	\$18.85
10	\$19.39
11	\$19.95
12	\$20.50
13	\$21.08
14	\$21.67
15	\$22.80

The salary schedule reflect a 1% increase to the base.

All employees will move one step (row) on the salary schedule for the 2021/2022 school year.

Longevity – Employees who received longevity in 2020/2021 per the 2020/2021 Articles of Agreement will continue to receive the longevity as an addition to their base salary for the 2021/2022 school year.

2022-2023 Salary Schedule

1	\$15.30
2	\$15.72
3	\$16.18
4	\$16.60
5	\$17.06
6	\$17.54
7	\$18.03
8	\$18.53
9	\$19.04
10	\$19.59
11	\$20.15
12	\$20.71
13	\$21.29
14	\$21.89
15	\$23.02

The salary schedule reflect a 1% increase to the base.

All employees will move one step (row) on the salary schedule for the 2022/2023 school year.

Longevity – Employees who received longevity in 2020/2021 per the 2020/2021 Articles of Agreement will continue to receive the longevity as an addition to their base salary for the 2022/2023 school year.

ARTICLE 16

SUPPLEMENTARY PAY PLANS

The Board of Education recognizes that it may occasionally be necessary for bus drivers to work more than forty (40) hours during a given work week. Whenever such overtime situations occur, the following provisions will be applicable to bus drivers employed in non-supervisory positions:

1. For purposes of this article, hours worked means all hours during which the individual is required to be on duty -- generally from the required starting time to normal quitting time.
 - A. Meal periods do not count as hours worked unless the individual is required to perform work duties during the meal period.
 - B. Break periods of twenty (20) minutes or longer do not count as worktime.
 - C. Employees may be required to alter lunch and break periods depending on other needs.
2. Individuals who begin work earlier or work later than their assigned hours must receive prior authorization from their immediate supervisor.
3. Bus drivers who work more than forty (40) hours during any work week shall be paid one and one-half times his or her normal hourly rate of pay for each hour of overtime.
4. Bus drivers covered by this policy are required to complete a daily time record showing actual hours worked. Failure to maintain or falsification of such records may be grounds for disciplinary action.
5. No bus driver shall be required to use his/her vehicle to perform personal business for the district and/or administrators.
6. Any bus driver who works during the summer will receive his/her current hourly wage rate of pay.
7. It is the intent of the District to notify all media outlets and to send out an all call by 5:15 a.m. In the event that this notification is made after 5:15 a.m., the district will pay drivers 2 hours show-up pay if proper notification is not given. All drivers that have scheduled clock-in times before 6:15 a.m. will be contacted personally.
8. Driver Trainers shall be paid their hourly rate for Trainer Recertification.

Agreements between the Board and bus drivers may provide supplementary compensation for reasons other than the amount of overtime hours worked.

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ARTICLE 17

FRINGE BENEFITS

Benefits in addition to basic salary are recognized by the Board as an integral part of the total compensation plan for employees. The benefits extended to regular full-time employees will be designed to promote the economic security of the employees.

The Board of Education shall provide fringe benefits to all full-time employees by offering participation in a group insurance plan.

Any plan of group health insurance shall include a provision allowing persons who retire, or who have retired to become members of the plan if they are eligible to receive benefits under the non-teacher retirement system, by paying premiums at the same rate as other members of the group, pursuant to the limitations set forth in §169.590 RSMo.

At the time of commencement of coverage under the plan, an employee shall be given his or her first notification of rights under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Further notification is contingent upon the occurrence of a qualifying event and, in applicable situations, notification to the district that a qualifying event has occurred, as required by law.

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ARTICLE 18

LEAVES AND ABSENCES

The Board believes that the provision of leaves for bus drivers helps to attract and retain persons who will maintain their physical health and have a feeling of security. The Board believes this can best be accomplished in the following ways:

1. Encourage bus drivers to take the necessary time to recuperate from illness.
2. Provide bus drivers with income in the event of illness or accident, when compensable leave is available.
3. Provide a way for bus drivers to arrange for absence in the event of an emergency.
4. Cooperate with bus drivers in arranging time for the performance of certain obligations or for other personal purposes that can be accomplished only during school time.

Salary deductions will be made for all absences which are not covered by the various leave policies.

All absences are accounted for on the automated time keeping system, which is completed and submitted by the bus driver to the immediate supervisor prior to absence.

Bus Driver Termination at the End of Benefit Period

All bus drivers of the Hazelwood School District are limited to compensable days adopted annually by the Board, whether the injury is work related or not. In the event that a bus driver requires a longer convalescent period than the compensable days available to the bus driver, then:

1. Prior to the expiration of all such days, the bus driver shall request additional uncompensated leave;
2. The bus driver shall furnish the Human Resources with all appropriate medical documents; and
3. After the bus driver has used his or her compensable days, the Board may grant up to an additional ninety (90) calendar days of uncompensated leave. Any continuation of bus driver benefits shall be at the expense of the bus driver during such additional period.

A bus driver who is eligible for leave under the Family and Medical Leave Act is entitled to any additional benefits that are required under the Act.

When a bus driver is terminated because of medical reasons and is rehired, the following salary placement procedure will occur:

- A 12-month bus driver will advance on their salary schedule if employed half a year or more during the same school year. Less than 12-month bus drivers will advance on their salary schedule if employed more than half of their regular year of employment.
- During the staff member's employment in Hazelwood School District, only one time will a half year be counted toward a salary increment. Thereafter, one full year will equal an increment.

Subject to the provisions of the Americans with Disabilities Act, if the bus driver is unable to return to duty without medical restrictions that cannot be reasonably accommodated at the end of his or her available compensable days or at the end of any additional uncompensated days awarded by the Board, as set forth above, the bus driver's position shall become vacant and the bus driver terminated. Nothing in this paragraph shall prevent a terminated bus driver from reapplying for an available position with the District after his or her illness or disability has been removed, and the Board, upon recommendation of the administration, may return the bus driver to his or her former position on the salary schedule or such other position and salary as the Board deems appropriate considering the needs of the District. The Board, may, but shall not be required to restore the bus driver to his or her former position with the prior years of credit accumulation, or such portion thereof as the Board sees fit.

In the event that the provisions of this policy would result in an automatic termination of a bus driver prior to an official act of termination by the Board, the administration, in its discretion, may suspend the provisions of this policy pending an official Board meeting.

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ARTICLE 19

COMPENSABLE LEAVE

The purpose of compensable time is to provide employees with flexible compensable time from work that can be used for such needs as personal or family illness, doctor appointments, family matters, etc. The district's goal is to reduce unscheduled absences and the need for supervisory oversight. Employees are accountable and responsible for managing their own compensable time hours to allow for adequate reserves if there is a need to cover time off from work.

Bus drivers scheduled to work eight (8) hours per day shall accumulate compensable time at the rate of eight (8) hours per calendar month. Bus drivers working less than eight (8) hours per day shall accumulate compensable time prorated by the ratio of the bus driver's regularly assigned hours to eight (8) hours. Drivers may earn a maximum of 9.5 compensable days per school year.

The formula for accumulation of compensable time for bus drivers is: number of hours assigned daily x one hundred (100) working days (maximum accumulation) = number of hours a driver may accumulate. Compensable time is not earned in pay periods during which unpaid leave or workers' compensation leave are taken. Additionally, compensable time is only accrued during the regular school year (not during summer school).

Guidelines for Use of Compensable Time

Compensable time taken will be subtracted from the driver's accrued compensable time reserves in increments as reflected on each driver's route cover sheet.

To take compensable time requires one week of notice to the supervisor unless the compensable time is used for legitimate, unexpected illness or emergencies. (Use the compensable time form to request compensable time.) In all instances, compensable time must be approved by the employee's supervisor in advance. Transportation supervisory staff requires as much notice as possible for all expected, scheduled absences. The number of acceptable absences for each day will be determined by the supervisory staff. Approvals will be based on first-come, first-serve basis. In the event that more than one request is received for the same day, the employee with the least amount of absences for the year will be granted approval for that day. Compensable time will not be granted/paid for unapproved absences.

When a bus driver is terminated, resigns, or retires, all compensable time and compensable leave is forfeited.

Guidelines for Use when School is Officially Closed

Employees may use compensable time to replace pay for regularly scheduled work days when school is officially closed up to the number of maximum days built into the district calendar for inclement weather. The following schedule shall determine the number of days that may be used in this capacity, per driver:

Compensable Leave Balance	Compensable Days Available to use for Replacement Pay
0-39.99 days	2
40-69.99 days	3
70-100 days	4

Balance requirements must be met by or before the pay period for which replacement pay is being requested.

Compensable Time Exceptions

- Employees who miss more than three consecutive unscheduled days, will be required to present a doctor's release to the Human Resources department that permits them to return to work.
- Compensable time taken in excess of the compensable time accrued will not be paid.
- Compensable time taken in excess of the compensable time accrued may result in employment termination. Progressive discipline policy will be followed in concern to this matter.

Bereavement Leave

A bus driver may use up to five (5) days for each bereavement of an immediate family member. Up to two days may be used for persons of immediate concern. Bereavement leave days shall be charged to compensable leave. Additional days of available compensable leave, if needed, may be requested from the Asst. Superintendent for Human Resources.

Religious Observances

Bus Drivers may use up to three days of compensable leave for religious observance obligations that cannot be fulfilled before or after the normal school day schedule or on a Saturday or Sunday. The religious observance days will be charged to compensable leave. Accumulated compensable leave days may not be used for this purpose. Additional days of available compensable leave, if needed, may be requested from the Asst. Superintendent for Human Resources.

Documentation

Documentation may be required for any absence.

Incentives

Bus Drivers will receive \$125.00 per quarter for perfect attendance and will receive the first payout on the first check following the time period in which it was earned with the last payout coming on the last paycheck of the school year. Perfect attendance is defined as no absences, compensable or non-compensable. Should an employee use a compensable day when the School District is closed due to inclement weather and the day will not be made up at the end of the year, such use shall not cause the employee to be ineligible for the perfect attendance incentive.

Bus Drivers will receive \$125.00 per quarter for not having a chargeable accident and will receive the first payout on the first check following the time period in which it was earned with the last payout coming on the last paycheck of the school year.

Sick Leave Buy Back Upon Retirement

Upon retirement, drivers who have accrued 75 compensable days may sell back 50 days at the rate of \$60.00 per day.

Sick Leave Bank

Beginning in the Fall of 2018, Bus Drivers and the Administration shall develop a sick bank program similar to plans developed by other District Employee Groups, and shall begin implementation by January 2019.

Holiday Pay

Bus drivers will be paid over the winter break according to their current cover sheet for the number of days agreed upon in Article 23. The second paycheck in January will include any adjustment for any hours worked over the holiday.

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ARTICLE 20

FAMILY AND MEDICAL LEAVE

All employees are eligible for leave for the birth, adoption and first-year care of the employee's child upon proper application for a period not to exceed one (1) year. For employees who are eligible for leave under the Family and Medical Leave Act (FMLA), the district's leave will be applied concurrently to the FMLA leave. It is emphatically the position of the district that this policy is not intended to expand the 12-workweek applicability of the FMLA.

1. An employee who is absent due to pregnancy or child birth may use available compensable leave for scheduled work days when the employee is not physically able to return to work as verified by a physician. Absence not verified by a physician will be considered a leave of absence without pay.

An employee who is absent for the purpose of adopting a child may use up to 30 days of available compensable leave for scheduled work days when the employee is not able to return to work during the adoption process.

2. Childcare and adoption leave will commence on a mutually agreeable date that shall be determined by the superintendent or designee after consultation with employee.
3. Board-paid benefits will continue through the first 90 days of leave, if the employee qualifies for the benefits prior to the leave. After the first 90 calendar days, insurance benefits may be continued at the employee's expense.
4. An employee will advance on the salary schedule if he/she works a semester or more during the school year in which the leave was taken. During the employee's tenure in Hazelwood a half year (one semester) will be counted towards a salary increment only one (1) time. Thereafter the employee must work two (2) semesters to qualify for an increment.
5. If there are any unpaid days during the leave, employees will be shown as a plus (+) on the Length of District Service List.
6. Employees may or may not accumulate retirement credit for days taken under this leave in accordance with law.

Notification of Leave

An employee must notify the immediate supervisor and the human resources office of the need for an anticipated duration of the leave at least 30 days before leave is to begin, if foreseeable, by submitting a Notice for Pregnancy, Notice of Childcare, or Notice of Adoption leave form. If 30 days' notice is not practical, employees must give as much notice as possible.

Return to Duty

Employees must notify the Superintendent, or his/her designee, in writing 30 days prior to return.

An employee who has been approved for a leave of absence may return to his/her same position upon returning from the leave or to another position for which the employee is qualified.

Failure of employees to notify the Superintendent, or his/her designee, of the desire to return to duty removes obligation of the district to re-employ.

In the case of a miscarriage, stillbirth or death of the child, employees may make application for an immediate return to full-time duty. This shall be contingent upon the written approval of the attending physician.

ARTICLE 21

CIVIC LEAVE

Jury Duty

All staff bus drivers shall be granted leave when called to jury duty. The salary paid by the district for the days a bus driver serves on jury duty shall not be reduced by the amount of money the bus driver receives in juror's fees.

A copy of the subpoena and a certificate or statement of attendance from the deputy clerk of the court must accompany the bus driver's automated time keeping system.

Bus driver Under Subpoena as Witness

Bus drivers shall be granted leave when called under subpoena from any court to appear as a witness, providing the bus driver is not involved as either plaintiff or defendant.

The salary paid by the district for the day(s) a bus driver serves as a witness under subpoena shall not be reduced by the amount of money the bus driver receives in witness fees.

A copy of the subpoena shall be submitted to the principal attached to automated time keeping system.

Military Leave

The Board shall grant military leave as required by law.

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ARTICLE 22

LEAVE NOT CHARGED TO COMPENSABLE LEAVE

Unpaid Emergency Leave

In extenuating circumstances beyond the employee's control, the Superintendent, or his/her designee, may grant unpaid emergency leave to any employee needing time off for reasons other than illness, providing available personal days have been exhausted. Any employee wishing to request unpaid emergency leave should contact the Office of Human Resources.

Association/Union Leave

The superintendent, or his/her designee, shall have authority to grant paid association/union leave to up to two (2) members of the association/union designated as representatives to local, state or national conferences, or on other business pertinent to the association/union. These requests shall be made in writing to the superintendent or his/her designee.

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ARTICLE 23

HOLIDAYS

Bus drivers shall receive as part of their compensation, sixteen (16) paid holidays as follows:

Thanksgiving and the day following Thanksgiving

Christmas Day

Winter Break - five (5) days

New Year's Day

Martin Luther King Jr.'s Birthday

Presidents' Day

Spring Break – two (2) days

Good Friday

Memorial Day

Labor Day.

A driver must work a full day the day before and the day after in order to be paid for the holiday unless on approved FMLA leave. If the school is in session on any of the paid holidays, this day will not be considered a paid holiday. Labor Day will be a paid holiday only when school is in session. Memorial Day holiday pay shall be paid on the last pay period of the school year.

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ARTICLE 24

RECRUITING/POSTING OF VACANCIES/HIRING

It is the responsibility of the Superintendent, or his/her designee, with the assistance of the administrative staff, to determine the bus driver needs of the school district, and to locate suitable bus driver candidates. The Superintendent, or his/her designee, will make recommendations for employment of bus drivers for the Board's approval.

The district's hiring procedures comply with all federal and state hiring practices. The Hazelwood School District is an equal opportunity employer, and as required by the Immigration Reform and Control Act hires only American citizens and aliens who are authorized to work in the United States. All candidates will be considered on the basis of qualifications, training, experience and ability to fulfill the requirements of the position. Efforts will be made to recruit the best qualified candidate for the position.

Recruitment procedures will not overlook the talents and potential of individuals already employed by the school district. Any current qualified bus driver meeting the stated requirements may apply for any position in the district.

New or vacant positions will be posted for at least five (5) business days on the district's website and or publicized externally by other means as determined appropriate by the Superintendent, or his/her designee. However, if the superintendent or designee determines that it would be detrimental to wait five (5) business days or that a longer period is necessary, the position will be advertised for as many days as is appropriate. Further, if the same or similar position was recently advertised, the superintendent or designee may utilize applications previously received without re-advertising the position. A position is not considered vacant if the Board, superintendent or designee assigns an existing bus driver to the position.

Employment Procedure

The Superintendent, or his/her designee, is assigned the responsibility for the recruitment of all bus drivers and the management of the required record keeping to perform the personnel function.

1. When vacancies or new positions become available the immediate supervisor shall notify the human resources office.
2. A position description, the date the vacancy will be available, and any other pertinent information, including qualifications and special skills shall be supplied to the Human Resources office.
3. The Human Resources office will post the vacancy, including classifications, qualifications and requirements on the district's website.

4. Should the position not be filled by transfer, the supervisor shall interview candidates from the application pool.
5. The recommendation for employment must be approved through the appropriate supervisory channels. The classification and salary must be approved by the Assistant Superintendent for Human Resources and/or the Superintendent.
6. After a selection has been made, the human resources office should be requested by the appropriate administrator to contact the applicant to offer the position.
7. Final recommendations for employment to the Board of Education, including salary and classification, shall be the responsibility of the Superintendent.
8. Administration has the authority to employ individuals temporarily until approved by the Board, and they shall be paid by the district for the hours worked.

In recruiting, the human resources office may use, but not be limited to, the following:

1. Newspaper advertising
2. Employment agencies
3. Bus drivers
4. Other employers
5. Personal contacts
6. Business colleges
7. Universities and colleges

Recruitment of personnel is the responsibility of the Superintendent, or his/her designee. Appropriate funds shall be included in the budget for recruitment expenses.

Application Procedure

The objective of the application procedure is to assure the efficient facilitation of the selection process. Procedures and forms shall be kept to the minimum essential to secure adequate and necessary information.

All applications shall be made to the Human Resources office, in accordance with procedures established by the Superintendent.

1. The Human Resources office shall keep on file applications for all support staff personnel.
2. Applications shall be removed from the active files one year from date of application.

Screening, Interviewing and Selection

The examination and/or screening of applicants by the Human Resources office shall be designed to establish a file of eligible applicants for a support staff position.

1. When a vacancy occurs or a new position is created, the appropriate supervisor will notify the Human Resources office.
2. The selection of the applicant to fill the position will be made by the supervisor from those interviewed.
3. If a supervisor believes that none of the applicants available meets the needs of the position, he or she shall request the Assistant Superintendent for Human Resources to supply additional applicants until such time as a suitable applicant is selected.
4. No supervisor may classify, hire or set a starting salary without prior approval of the Assistant Superintendent for Human Resources and/or the Superintendent.
5. Each applicant selected for employment must be submitted to the Superintendent, or his/her designee, for approval before the recommendation of employment is made to the Board of Education.

Competency in Area of Employment

The immediate supervisor shall determine the fitness of applicants according to the requirements of the position to be filled and make recommendations to the Superintendent.

Appointment Procedure

The Board is vested with the authority to appoint all support staff personnel upon the recommendation of the Superintendent.

1. Prior to each official Board meeting, the Human Resources office shall prepare a list of all recommended persons indicating salary, assignment and tentative starting date of employment, for the Superintendent.
2. The Superintendent has the responsibility to make recommendations to the Board for all support staff appointments.
3. If a new bus driver is assigned prior to Board approval, the bus driver must be advised by the immediate supervisor that the employment is subject to Board approval and should be advised when approval is given.

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ARTICLE 25

ORIENTATION

New bus drivers shall be properly oriented upon assuming a position. The orientation shall be the responsibility of the bus driver's immediate supervisor.

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ARTICLE 26

SENIORITY

Bus drivers shall be allowed the practice of seniority.

1. Seniority of drivers shall be recognized starting with the first date of continuous employment. Seniority shall be broken by unapproved absences extending more than three days or by termination of employment.
2. A seniority list shall be maintained by the Transportation Department office staff. Order of seniority shall be as determined and in existence on February 2, 1970. Thereafter, it will be determined by date of employment (actual hire). If more than one person is hired on the same date then seniority date will be determined by the date that the CDL license was obtained. In the event that a CDL license was obtained on the same date, alphabetical order of last name will prevail.
3. Drivers must pass the physical examination to be eligible to bid on runs. If a driver is on sick leave, or Board-approved leave, he/she will be allowed to bid on a run with a letter from his or her personal physician, stating the approximate time of his or her return to duty.

Said run will be held for a period of ninety (90) calendar days from the opening of school. If the driver cannot return in that time, the run will be posted. The driver will not lose his or her seniority standing, but will have to bid on any available run on his or her return to work. The driver is entitled to request extension of the 90 days in extenuating circumstances. Such cases will be reviewed by the Human Resources office.

4. Runs will be posted within a designated location in the Transportation Department. A date and time will be set by the Director of Transportation for such posting at which time bids will be accepted as follows:

Each bus driver notified of rehire during the summer shall have one route bid prior to the start of the school year, providing they have the seniority and availability. If a bus driver misses such date of bid, his or her seniority shall apply only to remaining open runs. Bus drivers should notify the Transportation Offices in advance, whenever possible, of their availability and desire for bidding, to assist the administration and other drivers in maintaining efficient operations.

The assigned route bid will be maintained as the bus driver's work schedule unless circumstances change. A change in circumstances, as related to modification of a route, is defined as what is in the best interest and in accordance with the needs of the district. Modification cannot result in a loss of hours to the driver who bid on the modified route. Modification cannot be made to the route due to the change of personal circumstances of the driver.

5. A driver may bid on any number of route openings as long as the driver benefits financially. A driver may have any number of route bids for any reason, subject to the approval of the Director of Transportation.
6. Drivers that have signed up for after school activities shall receive the same number of guaranteed cover sheet hours that the regular driver receives for the same activity run.
7. New routes, or newly opened routes due to a driver moving from one route to another, will be posted for three days before filling permanently. The date and time that the route is posted shall be written on the route cover sheet in plain view of all drivers. In emergencies each new route will be filled temporarily subject to seniority bid.
8. Drivers on extended sick leave, as defined in Article 19, are not eligible to bid on posted runs after the original route bid date at the beginning of the school year.

Route Cover Sheets

Route cover sheets shall indicate the approximate hours of the route and the activity start date, if known. The driver shall be paid for the hours on the route cover sheet plus any additional time the route may require.

The time on the route cover sheet shall include pre-trip inspection, pickup and delivery for AM, Midday (if EC routes) and PM, middle and high school activity runs (1 per day for middle and 2 per day for high) and daily cleaning of the bus only.

Activities are included in the drivers' cover sheets. Any activity cancelled less than 24 hours prior to the activity will result in the respective drivers being paid.

Activity runs will be guaranteed a minimum of 1 hour per run (i.e., 1 hour for 4:30 run and 1 hour for 5:30 run).

Extra Jobs

Extra jobs available at the bus garage that may offer additional hours for the drivers (not including extra behind-the-wheel work) shall be defined as any job that can be completed by a driver in order to help maintain the efficiency of the Transportation

Department. Those jobs shall be posted indicating the assignment and the number of people needed; the posting shall also indicate the approximate time necessary for each job. Those jobs that generally last the entire year shall have a determined number of people assigned; that number shall be divided into groups that will rotate the responsibilities of the job.

A driver may have three absences from their extra job per semester, not to include previously planned; otherwise, he/she will be expected to fulfill the responsibilities of the job or he/she will be removed from the job for the school year.

A driver shall be dismissed from the extra job if he/she does not successfully fulfill the job responsibilities.

An additional job (not including extra behind-the-wheel work) in conjunction with the driver's regular responsibilities shall not cause the driver to receive overtime.

Other jobs that are more short term in nature shall be posted indicating the assignment and the number of people needed. For the purpose of this document, short term will be defined as three (3) consecutive days; long term shall be defined as four (4) or more days. For long term, and short term, jobs the drivers who indicate an interest on the appropriate paperwork supplied by the dispatch office shall be chosen on a rotating seniority basis.

Drivers may only be assigned one long-term job at a time. A long term assignment will be counted as a single assignment and will not be counted as individual days assigned. For example, a long term coverage of a midday route that will last four (4) days will be counted as one (1) assignment and not four (4) assignments.

Director of Transportation will have the right to determine if a long-term assignment needs to be extended beyond the defined four (4) day definition based on the needs of the district.

Band is to be offered to the most senior driver out of that school (as long as accepting it does not lead to the need for overtime pay). If the most senior driver turns it down, it will be offered to the next most senior driver, until it is accepted.

Field Trips and Away Games

Transportation Management will hold field trip and away game pick meeting once a week on Tuesdays (or the first business day of the week following Tuesday if school is closed that day.) For the purpose of this document, field trips and away games shall be defined as any school or district sponsored event where district transportation has been requested.

Those interested in bidding on field trips for the following week (Monday-Friday) will need to be in attendance or assign a proxy to bid in their stead. A proxy can be

assigned if an employee is unable to attend the bid meeting scheduled. Any employee who is unable to attend the bid meeting can designate, in writing, another employee or a supervisor to bid on upcoming trips that are presented on the Trip Bid Spreadsheet. Drivers are allowed to sign the Bid Sign-Up Sheet up until the time that the meeting has started. If a driver misses the deadline for signing the Bid Sign-Up Sheet, they will be allowed to sign the fourth column on the form which will allow them to be put into rotation for any trips that come in after the bid meeting.

Copies of the upcoming trip bid spreadsheet will be placed in the dispatcher's window a minimum of 24 hours prior to the trip bid meeting. A copy of transportation management's completed trip bid spreadsheet and assigned bids will be posted in the driver's room after each meeting.

With the exception of Early Childhood field trips, bidding will be in seniority order on a rotating basis beginning with the person after the last person to get a field trip or away game from the previous meeting. Early Childhood field trips will be first offered to Early Childhood drivers on a seniority basis, then opened up to all drivers in accordance with this paragraph.

Field trips and away games coming in after the bid meeting, but more than 24 hours from the start time of the trip, will be offered on the seniority basis from the person after the last person to get a trip. Any trips coming in less than 24 hours from the start time of the trip will be distributed as an "all call" based on proximity to the trips origin, going to the first person to respond.

In the 2021/2022 school year the district will pilot the following procedure for assignment of filed trips/away games that come in less than 24 hours before the event:

1. Drivers interested in being considered for such trips shall sign in each morning prior to 10:00 a.m. on a designated list in the transportation department for any events that may need to be assigned that day.
2. After 10:00 a.m. the list will be reviewed and sorted by seniority and least number of trips.
3. Any trips available that day will be assigned beginning with the driver with the highest seniority and the least number of trips and progress in that order.

Prior to the last day of school in 2021/2022, the HASP President will notify the district whether the union wishes to continue with this pilot procedure in 2022/2023 or return to the original language as stated above.

Double backs shall be paid an additional 30 minutes.

Known weekend and holiday/break trips will be posted on the trip board 72 hours before those trips are to be assigned. Trips assignment will be completed by first considering seniority order and then, second, the number of trips already assigned to the drivers who have signed for the trip. A current accounting for the number of trips

assigned to each driver shall be posted on the trip board the first work day after the weekend or holiday/break is over. On union council member will be assigned, by the union, to work with transportation management to keep dual records of assigned trips.

If a driver returns a field trip to dispatch less than 24 hours prior to departure time of the trip, they will be charged with a refusal, provided the field trip is assigned more than 24 hours prior to departure time of the trip. Three (3) refusals, or returns of a field trip or away game, will result in a one week suspension from bidding on any field trip or away game.

A driver, awarded a field trip or away game, who calls off of work on the day of the scheduled field trip or away game, will be charged with a refusal unless a doctor's statement or proof of an unavoidable emergency is submitted.

Any employee scheduled to work a field trip or away game must work the entire scheduled workday prior to the scheduled trip in order to be eligible to work the field trip or away game. If the employee cannot work the day prior to the field trip or away game the next driver on the seniority list, who attended the bid meeting at which the trip was put up for bid, will be awarded the trip. If the driver who is asked to take the trip refuses the trip, it will not be counted as a refusal on the driver's part, as defined above.

Long District Trips

On overnight trips, the driver must complete a District Travel Expense Form and will be reimbursed up to \$50/day for food upon providing itemized receipts.

For trips that are more than 8 hours in length, the driver must complete a District Travel Expense Form and will be reimbursed up to \$15 for a meal upon providing itemized receipts. The meal must be consumed prior to returning to the home school.

Extra Jobs

Any driver participating in cleaning buses will be allowed to bid on and take away games as long as the clock-in time is after the cleaning times.

ARTICLE 27

ASSIGNMENTS AND TRANSFERS

Assignments

Each support staff bus driver shall be given a specific assignment in terms of duties, work hours and year, and to whom he or she is responsible. Such assignments shall be subject to change by the Superintendent or appropriate supervisor.

Transfers and Reclassifications

Relocation of personnel may become necessary to meet load conditions, building or program requirements, or for other good reasons.

Transfers require the recommendation of the immediate supervisor and the approval through channels of the Superintendent.

All decisions concerning transfers and/or reclassification may be appealed by the bus driver, through channels, to the Superintendent, and if not amicably resolved may be appealed to the Board for final decision.

In the event a bus driver is offered and accepts a new position, salary placement rules, where implemented, will be followed. These placement rules will be outlined on the back of the respective salary schedules where applicable.

Voluntary Transfers

A bus driver must have an acceptable performance record in order to request a transfer.

1. When vacancies or new positions become available, the immediate supervisor shall notify the Human Resources office.
2. A position description, the date of vacancy will be available and any other pertinent information including qualifications and special skills shall be supplied to the Human Resources office.
3. The Human Resources office will send notices of the vacancy including classification, qualifications and requirements to all schools and buildings in the district to be posted on the bulletin boards.
4. Should the supervisor select a bus driver of the district, the Human Resources office and the bus driver selected should be so advised. The Assistant

Superintendent for Human Resources and/or the Superintendent shall approve the classification and salary. The supervisor making the selection shall advise all applicants as to his or her decision within a reasonable length of time.

5. Should the supervisor not select a bus driver within the district, employment procedures will be followed by policy GDC.
6. Notices posted on the bulletin boards regarding any vacancy should remain ten (10) working days.
7. All voluntary transfers of personnel must be submitted to the Superintendent, or his/her designee, for final disposition.
8. The filing of a request for transfer shall be without prejudice to the bus driver and shall not jeopardize his or her present assignment. The request may be withdrawn at any time prior to the official confirmation that the transfer has been approved.
9. Voluntary transfers shall be made effective at the time and date that is in the best interest of the district.

Reclassification

Reclassification may be voluntary, or due to re-evaluation of duties as recommended by the Superintendent, or his/her designee.

1. Reclassification may occur at any time because of increasing or decreasing responsibilities of a position.
2. The supervisor shall advise the Human Resources office of changes in the responsibilities of a position and request a re-evaluation of the position and position description.
3. The recommendation for reclassification shall be submitted to the superintendent/designee for his or her decision.
4. A person whose position has been reclassified shall be notified of the reclassification of the position by his or her immediate supervisor.

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ARTICLE 28

USE OF BULLETIN BOARDS

Groups or individuals other than administrative personnel and organizations approved to represent staff bus drivers wishing to display materials on bulletin board must have the approval of the administrator of that building or the department head. Such approval will be indicated by the administrator or department head initialing the materials to be displayed.

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ARTICLE 29

TRAINING OPPORTUNITIES

Bus drivers are integral parts of the district's total staff. Training and development opportunities for those bus drivers are essential to the efficient and economical operation of the schools.

Therefore, all bus drivers shall be encouraged to grow in job skills and to take additional training that will improve skills on the job. In-service training for support staff personnel may be furnished from time to time at the partial or total expense of the district. On-the-job training shall be given as needed and recommended by the supervisors.

Absences to attend meetings, conventions, conferences, or workshops of local, state or national associations which serve to advance the welfare of the district through the upgrading and strengthening of non-instructional service may be granted by the Superintendent of schools without loss of pay to the bus drivers. If the district selects a bus driver to attend a specific training session, the bus driver will be reimbursed expenses and the bus driver's salary. The automated time keeping system should indicate "school business."

Bus drivers wishing to attend a workshop, conferences, meetings, etc., shall make their request known in writing to their immediate supervisor.

The supervisor with his or her recommendation shall forward their request through channels to the Superintendent for a decision.

On a case by case basis, as determined by the Board of Education or administration, employees who receive Board paid continuing education may be required to sign an agreement with the district to repay the district the cost of the education and related expenses in excess of \$1000 if the employee resigns as an employee of the district within one year after the completion of the Board paid continuing education.

The continuing education registration form for any training costing \$1000 or more shall state this requirement.

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ARTICLE 30

SUPERVISION

The immediate supervisor shall be responsible for supervising all bus drivers under his or her jurisdiction. The purpose of supervision shall be to:

1. Aid the bus driver to attain and maintain maximum effectiveness in skills, attitudes and characteristics which pertain to his or her assigned duties and the educational system;
2. Promote closer, better understanding among personnel of their role on the educational team;
3. Evaluate performance according to planned program.

The evaluations shall be frequent and long enough to implement these principles.

The immediate supervisor shall direct the assignment and supervision of his or her classified bus drivers.

Each bus driver shall be informed as to his or her immediate supervisor and/or, if necessary, any joint supervision. The bus driver shall be responsible to only one supervisor for any one function.

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ARTICLE 31

EVALUATIONS

The Board believes that a program of continuous evaluation is necessary for the improvement of the bus drivers and of the educational program. It shall be the responsibility of the Superintendent, or his/her designee, to develop a continuous evaluation program for all support staff personnel.

The Superintendent, or his/her designee, shall be responsible for the formation of a support staff evaluation committee for the purpose of periodic revisions of the evaluation process and instrument. The committee shall include at least one (1) representative from each support staff association/union.

The immediate supervisor annually evaluates personnel under his or her supervision. The final evaluation should be a culmination of an on-going evaluation throughout the school year and shall be completed by June 1.

The immediate supervisor will discuss the evaluation with those he or she evaluates. The immediate supervisor will advise those under his or her immediate supervision of their final evaluation.

Recommendations concerning final evaluations will be provided to the superintendent or designee.

The evaluation shall cover the major areas of the bus driver's responsibilities and duties to the school system.

Standards for evaluation shall be enumerated in all areas to be evaluated. An "unsatisfactory" evaluation requires justification and substantiation, together with suggestions for improvement.

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ARTICLE 32

REDUCTION IN WORK FORCE

If it becomes necessary to reduce staff, the bus driver with the least length of service with the district will be declared unassigned unless the needs of the district prove otherwise.

Length of district service shall be determined by the actual beginning date of employment.

If two or more bus drivers have equal and the least length of service with the district, the assistant superintendent of support services shall determine the unassigned bus driver placement as the district needs.

Attrition, leaves of absence and terminations shall be considered prior to any staff reduction.

Any bus driver affected by a reduction in force will be notified by the district as soon as it is known.

Recall when vacancies exist would be in reverse order of the layoff by each department. The last person laid off will be the first person recalled.

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ARTICLE 33

RETIREMENT

All bus drivers who work at least twenty hours per week shall be covered by the state Public Education Employees Retirement System (PEERS).

Any retiring bus driver, spouse, surviving spouse, children or surviving children receiving benefits from the PEERS may elect to continue or enroll in any or all of the district's medical, dental, vision or life insurance plans.

Conditions under which participation may occur are outlined as follows:

1. Premiums for all coverages elected must be paid by the insured.
2. Retiring bus drivers and/or family members may only continue or enroll in those plans which are available to active members of their bus driver group. Retirees and their family members do not have access to options that are unavailable to active members of their bus driver group.
3. As is the case with active bus drivers, life insurance coverage is not available to family members, but only the retiring bus driver. The amount of coverage available is determined by the insurance carrier.
4. Persons retiring from the district have one (1) year from the date of retirement to qualify for the above-listed benefits, if such benefits are available to bus drivers in the retiree's classification in the district. Coverage will only be provided to family members of retirees if those persons qualify prior to the bus driver's retirement.
5. Once a family member drops coverage or loses coverage due to non-payment of premiums, re-enrollment will not be allowed. If a retiree drops coverage or loses coverage due to non-payment of premium, re-enrollment will not be allowed unless completed and qualified within one (1) year of retirement.
6. With the exception of life insurance, all eligible coverages may be continued for life, providing the insured is receiving benefits from the PEERS, and provided the district continues to provide health insurance or benefits to its staff members who hold positions in the same bus driver group as the retiree at the time of retirement.
7. Covered retirees and family members will be subject to the same election periods and change opportunities as active bus drivers.

8. Premiums for retirees and family members will be the same as those paid by the Board for active bus drivers and by active bus drivers for dependents with the same level of coverage.

At retirement, benefits mandated under COBRA legislation may be elected in lieu of benefits offered under the retiree plan outlined above.

All employees not covered by the provisions of the PEERS shall be covered by Social Security.

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ARTICLE 34
SUSPENSION AND DISMISSAL

After all proceedings provided under Article 14, if applicable.

- The Superintendent may terminate or suspend without pay bus drivers who are not under contract. The Superintendent shall report any such termination or suspension to the Board of Education. The Superintendent's decision will stand approved unless reversed by the Board.
- Although support staff bus drivers not employed under contract have no contractual right to continued employment from one academic term or year to the next, such bus drivers may reasonably expect continued employment until notified otherwise.

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ARTICLE 35

ORGANIZATION

Bus drivers are encouraged to join and participate in the Hazelwood Association of Support Personnel MNEA/NEA.

The Hazelwood Association of Support Personnel MNEA/NEA may conduct meetings on campus for bargaining unit bus drivers during non-working hours and/or lunch periods in accordance with district policies on use of facilities and with the permission of the immediate supervisor.

Representatives of the Hazelwood Association of Support Personnel MNEA/NEA shall be allowed to work locations for consultation with a bus driver during non-working hours, lunch periods, or during the regular workday for mutually arranged meetings with the appropriate administrator. Representatives will obtain a visitor's pass from the office upon their arrival and avoid interfering with the work of any district bus driver.

Representational functions are those activities engaged in by organization representatives that shall concern the administration of the Articles of Agreement. Representational functions include, but are not necessarily limited to:

- a. Investigation, preparation and presentation of complaints and grievances.
- b. Preparation for and participation in bargaining with the employer.
- c. Preparation of reports required by law.
- d. Attendance at training determined to be to the mutual benefit of the organization and the employer.

District representatives shall, upon request, meet with representatives of support staff organizations no more than once per quarter, unless by mutual agreement, to discuss matters of policy and their implementation. Support staff organizations making a request to meet shall submit specific questions or issues they wish to discuss, at least five (5) workdays prior to the meeting.

Designated bargaining unit representatives may have use of inter-office mail and other electronic systems to communicate official business issues to bargaining unit bus drivers during non-working hours.

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ARTICLE 36

ASSOCIATION DISCUSSION PROCEDURES

Philosophy

The Hazelwood Board of Education and the designated support staff recognize that the operation of an educational institution of highest quality is a common goal. The establishment of a procedure to provide an orderly method for the Board and the recognized support staff to discuss matters concerning salary, welfare provisions and working conditions and to reach mutually satisfactory understanding on these matters is in the best interest of district and public education.

Principles

1. The Board of Education, under law, has the ultimate responsibility for determining policies for the school district.
2. Support staff has the responsibility for providing the best possible service to the school district.
3. Attainment of objectives and goals of the Hazelwood School District requires mutual understanding and cooperation among the Board, administration and the recognized support staff.

Recognition

1. The Board of Education recognizes the Missouri NEA as the representative association for bus drivers for the purposes of discussing and arriving at understandings on matters concerning salary, welfare provisions and working conditions. This shall not represent the administrative/supervisory staff.

It is understood that the discussions to be carried on under this agreement shall deal with the revision of present agreements affecting each support staff group and/or the development of new agreements. Individual grievances related to these matters shall be dealt with under separate Board policies on grievance procedures.

2. The Hazelwood Board of Education is the representative of the public for the purposes of providing the education of children and youth in the district consistent with societal demands, the prudent expenditure of public funds, and the assessment of the outcomes of the district.
3. The Board and the support staff association and/or unions are responsible for discussing in good faith and seeking understanding on matters of mutual

concern. They also should recognize that the prime determinant of policy development and implementation is the welfare of the children.

4. Support staff members have the right to join or to refrain from joining the support staff association and/or union representative of their work group.

Discussion Procedures

1. The association and/or union representatives shall meet and consult with the superintendent or his/her designated representative on matters concerning salary, welfare provisions and working conditions, and make every effort to reach an understanding through the school administrative channels.
2. Formal discussion process shall begin with the union association representative submitting items proposed for discussion to the superintendent by March 1. Discussion will begin and end with one union association before beginning with another union association representative. Deadlines can be extended by mutual consent. Once discussions begin with a group, agreement must be reached within 15 calendar days. Discussions with all groups must be completed by June 1, in order to precede the adoption of the budget for the subsequent school year. The schedule will be set by mutual consent between the Board team and each union association representative.
3. When discussing with the Board, or its designated representatives, the association and/or union may be represented by a committee or team of members composed of not more than five (5) participating members and others in advisory capacity as deemed necessary.
4. Meetings shall be scheduled to interfere at least with the support staff work schedules. If necessary, participating members of the association and/or union team(s) shall be released from work duties to attend meetings.
5. When the discussions have been completed all agreements will be reduced to writing and submitted to the Board of Education for action.
6. All discussions shall be conducted in the Board of Education room of the Hazelwood School District. Room arrangements for seating of discussion teams for all discussion sessions will be the responsibility of the Board of Education team.

Only the Board of Education team and the association union team and their uniserve representative may participate in discussions.

7. The Board of Education and the association and/or union teams will exchange all available designated information or estimates on matters to be discussed, as

stated in letters of notice, in order to assist the Board and association and/or union representatives in developing accurate and constructive proposals.

8. As soon as possible each year but no later than January 1, the association and/or union representatives shall file with the Board a statement signed by the president and/or chairperson of the organization setting forth the following information:
 - a. The name and mailing address of the association and/or union and a complete list of the name, title and mailing address of each officer.
 - b. The names of individuals authorized to represent the association and/or union and its members designated to serve on the discussion team(s).
9. With respect to any changes in wages, benefits, or terms and conditions of employment the District agrees to inform the Federation President or his/her designee.
10. The District reserves the right to manage its affairs, including the right to hire, suspend, discharge, transfer, promote, or demote as well as the right to relieve bus drivers of duty. In the case of lack of work for other legitimate reasons except as provided specifically in policy, none of the foregoing rights shall be exercised in a manner which is unjust or discriminating.

Discussion Ethics

All discussions shall be carried on in an atmosphere of mutual respect and courtesy.

At no time will the association and/or union(s) take any action or condone any action leading to the cessation or interruption of support staff services rendered to the district.

While discussions are in process, any release of information about discussion sessions must be by mutual consent of the Board team and association and/or union team(s).

The parties pledge themselves to discuss in good faith such matters as have been set forth in this policy.

Meet and confer ground rules may be reviewed and revised by mutual agreement during bus driver discussions. However, all revisions must be within the parameters of this policy.

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ARTICLE 37

RIGHT TO REPRESENTATION – BUS DRIVERS

In all conferences with bus drivers concerning evaluation, transfer, suspension or dismissal, the bus driver may be accompanied by a representative of his or her choosing as long as the representative is a bus driver employed by the school district or a representative of the National Education Association. The bus driver's representative shall not have released time for the conference. No conference may be scheduled to begin later than 30 minutes following the end of their shift.

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ARTICLE 38

DUE PROCESS AND PROGRESSIVE DISCIPLINE

No employee shall be disciplined in an arbitrary or capricious manner, nor shall any employee be disciplined without just cause. The employee shall be informed within five working days, verbally or in writing, of any complaint that may result in disciplinary action. Any violation of Board Policy, department procedures or other action by an employee that would be detrimental to the welfare of others may also constitute a complaint against the employee.

If there is a complaint against an employee the following steps shall be taken to resolve any problems associated with the complaint:

1. The supervisor/designee will meet with the employee to discuss the complaint at which time the employee may receive a verbal warning unless the matter is resolved. The employee may have a representative of the Association at this meeting and any meeting thereafter.
2. A written warning may follow a verbal warning.
3. A suspension may follow a written warning.
4. Termination may follow a suspension.

The District reserves the right not to follow the progressive discipline steps in instances when there is a matter concerning health, safety, security, theft, insubordination, intoxication, inappropriate conduct toward others or other occurrences determined to be detrimental to the District. Any disciplinary action taken against an employee shall be appropriate to the action being disciplined.

Documentation of all discussions, meetings, correspondence and disciplinary action shall become a part of the employee's personnel file. The employee may request such documents be removed from his/her personnel file two years after the documents were placed in the file.

Nothing in this provision or any other provision in this agreement shall alter an employee's at-will status.

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