

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**JOPLIN SCHOOLS**

**AND THE**

**JOPLIN EDUCATION SUPPORT PROFESSIONALS/NATIONAL EDUCATION  
ASSOCIATION - CUSTODIANS, ENGINEERS, BUS DRIVERS, BUS AIDES AND  
MAINTENANCE EMPLOYEES**

**July 1, 2019 – June 30, 2021**

**PREAMBLE**

This Agreement is entered into between the Joplin Schools (hereinafter the “District”) and the Joplin Education Support Professionals/National Education Association (hereinafter the “Union”) this 6<sup>th</sup> day of June, 2019. This term of Agreement shall begin July 1, 2019 and shall end June 30, 2021.

## **ARTICLE I DEFINITIONS**

**Section 1.1 "Bargaining Unit."** The defined group of employees identified in Section 2.1 of this Agreement represented by the Union in negotiations for a collectively bargained agreement with the District.

**Section 1.2 "Union."** Joplin Education Support Professionals/National Education Association, the union elected by employees in the bargaining unit to represent the unit to negotiate a collectively bargained agreement with the District.

**Section 1.3 "District."** Joplin Schools, the Board of Education and its administration, collectively.

**Section 1.4 "Board" or "Board of Education."** The representative body elected by the registered voters of Joplin Schools of Jasper County, Missouri to exercise general supervision over the schools of the District, and to ensure that the schools are maintained as provided by the state statutes, the rules and regulations of the Missouri State Board of Education and/or the Missouri Department of Elementary and Secondary Education, and the policies, rules and regulations of the District in a manner accountable to the electorate, and responsive to the educational needs and the imposed financial constraints of the District.

**Section 1.5 "Parties."** The District and Joplin Education Support Professionals/National Education Association, collectively.

## **ARTICLE II RECOGNITION AND PURPOSE**

**SECTION 2.1 Recognition and Unit Clarification.** The District recognizes the Union as the exclusive bargaining representative of: "all full-time and regular part-time custodians, building engineers, bus drivers, bus aides and maintenance employees, excluding supervisors, guards, and all other employees."

The Union was certified as the exclusive bargaining representative of the above-described unit by the State Board of Mediation, following an election by those employees in the unit on the 2nd day of June, 1988.

On May 17<sup>th</sup>, 2018, it was agreed and approved by the Missouri State Board of Mediation and the District to amend the certification of the Bargaining Unit to include all full-time and

regular part-time Custodians, Building Engineers, Bus Drivers, Bus Aides and Maintenance Employees.

The District and Association declare their mutual aim and responsibility to build a high performing community of learners engaged in their future through a culture of continuous improvement involving all stakeholders. The District and Association will collaborate to attempt to provide a quality education for the children of the District and to establish and maintain good working conditions, good relationships, peaceful resolution of disputes and the economic well-being of the District and Bargaining Unit.

### **ARTICLE III NEGOTIATION PROCEDURES**

**SECTION 3.1 Term of Agreement.** This Agreement shall be in effect from July 1, 2019, or such later date as may be shown above through June 30, 2021. All matters within the scope of bargaining have been negotiated and agreed upon. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the District and the Union. The Parties each voluntarily and unqualifiedly waive any rights which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively during the term of this Agreement with respect to any matter, even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed the Agreement.

**SECTION 3.2 Establishment of Ground Rules.** Specific rules for the conduct of the negotiations consistent with policies and parameters established by the Board may be established by agreement of the Parties prior to commencement of negotiations.

**SECTION 3.3 Contract Ratification.** All members of the Union shall be permitted a reasonable opportunity to vote on ratification of this Agreement. Before any agreement is provided to the District for consideration, the agreement must be ratified by a majority of members of the Union. The Union will notify the Board, via the Superintendent, in writing of the outcome of the vote. If ratified by the Bargaining Unit, the Agreement will be submitted to the Board of Education for adoption, modification, or rejection.

Upon ratification by the Union and approval of the Board, the District shall post the current Agreement on the District's website within 60 days.

#### **SECTION 3.4 Reopeners.**

**1. Salary Schedule.** Article VI, Section 1 relating to salary schedules for members of the Bargaining Unit may be reopened for negotiations each school year pursuant to the procedures of this Agreement and Board of Education Policy. In addition to consideration of operation of the salary schedules (Exhibits A, B and C), modifications to the existing salary schedules may be considered.

**ARTICLE IV  
DISTRICT RIGHTS AND  
AUTHORITY**

**SECTION 4.1 Agreement Consistency with Board Policy.** The Union and the District agree to follow the terms of this Agreement to the extent the terms of this Agreement are consistent with the terms of the Board of Education policies and/or regulations and applicable law. In the event of a conflict or inconsistency in the terms of this Agreement and Board policies and/or regulations, this Agreement shall govern. In the event of a conflict or inconsistency in the terms of this Agreement and applicable law, applicable law shall govern.

**SECTION 4.2 District Authority Altered Only by Specific and Express Agreement.** It is understood and agreed that the District possesses the right and authority to operate and direct the employees of the District in all respects including, but not limited to, all rights and authority exercised by the District prior to the execution of this Agreement except as expressly and specifically limited in this Agreement. The authority and powers of the District as prescribed by the statutes and the Constitution of the State of Missouri and the United States shall continue unaffected by this Agreement except as expressly limited by the provisions of this Agreement. These rights and authority include, but are not limited to, the following:

1. To determine the District's mission, objectives, and budget and to determine and set all standards of service offered to the public;
2. 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;
3. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction and the performance of professional duties according to current Board policy or as the same may from time to time be amended, and to introduce new or improved methods, equipment and facilities;
4. To establish, modify or eliminate programs, curricula and/or courses of instruction, including special programs and athletic, recreational and social events for students. To determine whether to provide or purchase goods and services and to determine the methods, means and number of personnel needed to carry out the District's mission, all as deemed necessary or advisable by the Board;
5. To hire, assign, direct, and schedule all employees and to determine their qualifications.
6. To determine employee's wages, hours and conditions for employment or continued employment and subject to the provisions of existing law and the terms of this Agreement;

7. To discipline, dismiss, demote, evaluate, promote, transfer or lay off any employee subject to the terms of this Agreement;
8. To determine the academic calendar; and
9. To determine the duties, responsibilities, and assignments of those individuals in this bargaining unit.
10. To prohibit all strikes of any kind. 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.

**SECTION 4.3 District Authority to Make Changes without Negotiations Reserved Unless Otherwise Agreed.** The Union and the District agree that the District specifically reserves the right to change past practices, Board of Education policy or regulations without negotiations with the Union prior to any such changes unless otherwise agreed in this Agreement.

## **ARTICLE V INDIVIDUAL AND UNION RIGHTS**

**SECTION 5.1 Bulletin Boards.** The District will allow bulletin boards, subject to size and place limitations and pre-approval by the Superintendent or designee, in each District building, boards to be provided by the Union, and to be used only by the Union for posting notices bearing the official written approval of the union. Copies of all notices posted shall be made available to the District at the time the notices are posted. In no event shall a bulletin board be used for political candidate purposes or for any purpose that will in any way harass or injure the District, its employees, patrons or students, or the positive public reputation of the District or its employees.

**SECTION 5.2 Membership.** Employees in the work unit defined herein have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association or to refrain from any such activity.

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

**SECTION 5.3 Right to Representation.** Employees in the work unit shall have the right to be accompanied by a Unit Representative when presenting grievances or in any case where serious disciplinary action resulting in written reprimand, suspension, or discharge is being taken against the employee.

This provision shall not apply if immediate action is required by the district, the meeting is the first meeting regarding a particular issue called by the supervisor, if the right is waived by the employee, or if the meeting is for investigatory purposes and the employee is not the primary subject of, or complainant in, the investigation.

Association Unit Representatives include Missouri National Education Association staff and designated member leaders. A list of Unit Representatives will be provided to the District at the start of each school year. These representatives will go through a series of professional development trainings mutually agreed upon between the Association and the District prior to conducting representation work.

Meetings which allow for a third-party representative will be scheduled at least 24 hours in advance whenever practicable and may be rescheduled to conform to the representative's schedule if the circumstances are not emergent as determined by the District representative scheduling the meeting. A Unit Representative for such meetings must provide at least 12 hours' advance notice of the intent to attend the meeting, unless waived by the District.

**SECTION 5.4 New Bargaining Unit Members.** The Association, as the exclusive representative for the Bargaining Unit, shall be provided the names, and home or mailing address of newly hired Bargaining Unit employees, to the extent such information is contained in District personnel records twice annually, once in September and once in February.

**SECTION 5.5 List of Bargaining Unit Employees.** The Union, as the exclusive representative of the Bargaining Unit, may request contact information for the current members of the Bargaining Unit. Upon reasonable request, no more than twice per school year, the District will provide the Union with the names, and email addresses for the members of the Bargaining Unit, to the extent that such information is contained in District personnel records.

**SECTION 5.6 Use of District Mailboxes.** To the extent that they are provided for all employees of the District, the Association shall have the right to use school mailboxes and the intra-district mail service for the distribution of materials to employees covered by this Agreement. A copy of any material to be disseminated shall be given to the Chief Human Resources Officer prior to the proposed dissemination to the employees covered by this Agreement for review. The Association shall be responsible for providing an adequate number of copies of any such material to be distributed.

**SECTION 5.7 Union Business.** All regular Union business, such as meetings and other Union activities, shall be conducted outside of the working time of any employee involved in such business and shall not interrupt the educational process in the District except with the advance approval of the Chief Human Resources Officer, Superintendent or designee.

**SECTION 5.8 Use of Buildings.** The Union shall have the same right to use District buildings in the same manner as any other employee group in the District subject to the reasonable regulations and/or policies of the Board governing the use of such buildings.

**SECTION 5.9 Job Classifications.** "Job Classification" is determined by the categories of work set forth in the salary schedule. Notice of changes to job classifications and job descriptions will be provided to Union representatives 14 days before effective date of such changes.

When an employee of one classification is asked to work in a higher classification on a temporary basis of more than 10 consecutive work days, the employee will be paid at the rate of the higher classification starting the 11<sup>th</sup> day for the period of time the employee performs the duties of the higher classification.

**SECTION 5.10 Seniority.** The District shall determine seniority by the employee's most recent date of hire as an employee of the District within job classification.

The District will prepare a list of all employees covered by this Agreement by seniority each six (6) months. The seniority list shall contain the employee's name and date of hire within the job classification.

Seniority shall be broken upon the occurrence of any of the following events:

- (a) Voluntary resignation;
- (b) Termination for cause;
- (c) Absence from work for three (3) consecutive workdays without notifying the district;
- (d) Failure to return to work within one (1) workday following expiration of an authorized leave of absence unless the employee can provide reasonable proof that is impossible to notify the District;
- (e) Failure of the employee to report back to work within five (5) workdays after receipt of notice from the District that the employee is being recalled from a layoff; and
- (f) Retirement.

**SECTION 5.11 Job Assignments, Promotions, and Transfers.** In order to obtain a new position or transfer, employees must provide a written application for an open position. The District will post notice of job openings on designated bulletin boards. Such notice shall state what job classification is open, the location of the job opening, the date of the posting, and the date the posting will close. This notice shall remain posted for five (5) working days.

Qualified employees of the District will be given consideration to fill a job vacancy before hiring someone for the job from outside the District.

Applications for promotions, transfers, and assignments will be reviewed by department and District administration, and applicants will be chosen for job assignments, promotions, and transfers based on the following factors, in the following order or priority:

1. The needs of the District;
2. Qualifications based upon job duties, including but not limited to, the capacity to perform the essential functions of the job;
3. The applicant's work performance, including but not limited to, the employee's written evaluations and disciplinary history;
4. Training, experience, and knowledge of the position;
5. Seniority and quality of service to the District. In the event of two or more equally qualified applicants as determined by the District based on the above-referenced factors, the position shall be awarded based upon seniority.

The interview process will be conducted in a fair manner.

**SECTION 5.12 Notice of Layoffs.** Employees subject to any reduction in force will be given written notice at least thirty (30) days prior to the effective date of the layoff. Such notice will be mailed to the last known address shown in employee's records.

**SECTION 5.13 Meal and Rest Breaks.** Each employee scheduled to work six (6) or more consecutive hours may receive an unpaid, 30-minute meal break. An employee may take the meal break after one-half of the employee's daily work shift is complete. In the event of unusual or unforeseen circumstances, the meal break may be interrupted by an individual in a supervisory capacity as the needs of the building or District dictate. An employee may leave the school premises for the entirety of the meal break, however, the employee must follow proper time recording procedures, including clocking out and clocking back in after the 30-minute break.

Full-time custodial and maintenance employees will receive two (2) paid, 15-minute breaks. The employee will take each 15-minute break during each half of the scheduled shift. The employee is to remain on the clock during each 15-minute break and may not leave the school building or job site. Rest breaks cannot be combined, or taken concurrently, with meal breaks. Time limitations on breaks will be strictly observed and enforced.

Employees working in inclement weather, extreme heat or extreme cold, or exceptionally harsh weather conditions may be granted additional rest periods by their supervisor. These rest periods are in addition to the normally scheduled rest and meal breaks.

**SECTION 5.14 Progressive Discipline.** Disciplinary actions by the District may include the following three steps:

- Step 1. Oral warning;
- Step 2. Written reprimand; and
- Step 3. Suspension without pay, or discharge/termination.



The extent of any disciplinary action, and the step upon which it enters the progressive discipline process, will be proportionate as determined by the District to the seriousness of the infraction and past infractions, and any step may be skipped in the discretion of the District in order to effectively and efficiently address misconduct.

**Section 5.15 Personnel Files.** The process for accessing personnel files for employees of the bargaining unit is detailed in Board Policies, including Board Policy GBL.

**SECTION 5.16 Grievance Procedure.** A "grievance" is a formal written complaint by any employee covered by this Agreement that there has been violation or misapplication of this Agreement, Missouri law, or Board of Education policy.

Employees who wish to grieve violations of this Agreement may do so under Board Policy GBM, Staff Grievances.

**SECTION 5.17 Labor/Management Committee.** A Labor/Management committee will be established to provide a forum for communications to deal with select matters of mutual concern during the term of this Agreement. The committee will be subject to the following guidelines:

1. The committee will consist of no more than 5 members of the District management appointed by the Superintendent and no more than 4 members of the Bargaining Unit and the UniServe Director, if available, for a potential total of 5 Union participants, appointed by the Union. The District Superintendent or designee and Union designee(s) may establish rules and procedures for the proper functioning of the committee.
2. Committee meetings shall not be considered contract negotiations, and no negotiation shall take place during such meetings.
3. Committee will meet as needed, as mutually determined by the parties.

**SECTION 5.18 Call Backs.** A "Call Back" occurs any time an employee is asked to return to work after he or she has left work location at the end of his or her regularly scheduled shift prior to the beginning of his or her next regularly scheduled shift. Call Backs do not occur when an employee is asked to report early for a shift. When a Call Back occurs, the employee will be paid one and one half times the regular rate of pay for actual time worked, or for two hours minimum, whichever is greater. This provision shall not apply to bus drivers.

**SECTION 5.19 School Cancellation After Reporting for Work.** If school is cancelled after a bus driver or bus aide has reported for a regularly scheduled shift, and has clocked on for that shift, then the bus driver or bus aide will be paid for the equivalent of 1 hour of work at their regular rate of pay or for the hours actually worked, whichever is greater. At the discretion of the Department Director, employees already on the clock when school is cancelled may volunteer for additional hours, if needed.

**SECTION 5.20 Additional Duties.** In the event additional work outside of the normally scheduled work hours is offered, such work will be offered to individual site employees first, then to employees of other sites. In the event of additional work outside of the normally scheduled work hours is required, the District will assign additional work to those employees at the bottom of the classification list first and assign additional work on a rotational basis. The District will use reasonable best efforts to provide at least 24 notice to employees of required additional work.

## **ARTICLE VI COMPENSATION**

**SECTION 6.1 Salary Schedules.** The Salary Schedules attached hereto as Exhibit A, B and C are incorporated by reference into this Agreement as if fully set forth herein.

Effective on July 1, 2017, each eligible Bargaining Unit employee shall receive the increase of one salary step on their respective salary schedule for the 2017-2018 school year.

**SECTION 6.2 Holidays.** All unit employees are eligible for paid holiday leave. Regular part-time unit employees will receive paid holidays on a pro rata basis.

The following days shall be considered paid holidays for 12 month full-time unit employees:

- New Year's Eve
- New Year's Day
- Good Friday (if not a teacher contract day)
- Memorial Day
- July Fourth
- July Fifth (if not occurring on a weekend)
- Labor Day
- Thanksgiving Day
- The Day after Thanksgiving
- Christmas Eve
- Christmas Day
- Veteran's Day (if not a teacher contract day)

The following days shall be considered paid holidays for 9, 10, and 11 month full-time and part-time unit employees:

- Thanksgiving Day
- Christmas Day
- New Year's Day
- Good Friday (Unless school is in session)

A 12 month unit employee for purposes of the provision does not include months spent working additional duties above and beyond the employee's regular assignment.

Employees working additional hours, Saturday and/or Sunday, during a week that a paid

holiday falls within, shall receive the additional hours worked at one and one half times their normal rate of pay.

**ARTICLE VII  
GENERAL  
PROVISIONS**

**SECTION 7.1 Payments to Employees.** No Union representatives or employees will be paid by the District for time spent participating in bargaining or preparing for bargaining on behalf of 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 concerning collective bargaining, including, but not limited to, negotiations, bargaining meetings, meet and confer sessions, and any other collective bargaining-related activity.

**SECTION 7.2 Rights of Employees.** All District employees have the right to refrain from engaging in and supporting Union activity, as well as oppose labor organization activity.

**SECTION 7.3 Governed by Missouri Law.** This Agreement shall be subject to and interpreted in accordance with the laws of the State of Missouri.

**SECTION 7.4 Savings Clause.** If any of the provisions of this Agreement are found or deemed by a court of competent jurisdiction to be invalid or unenforceable, they shall be severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement.

**SECTION 7.5 HB 1413/RSMo § 105.585 If RSMo § 105.585.** As enacted in 2018, is repealed or found to be invalid or unenforceable by a court of competent jurisdiction over the District, then the required language added in Sections 3.3, 4.2.2, 4.25, 4.2.10, 7.1 and 7.5 shall be null and void.

**SECTION 7.6 Execution in Counterparts.** This Agreement may be executed in two (2) or more counterparts and all counterparts so executed shall for all purposes constitute one agreement, binding upon all parties.

Parties, by the signatures below, represent that this Agreement has been executed by their duly authorized representatives as of the Effective Date.

JOPLIN EDUCATION SUPPORT PROFESSIONALS/  
NATIONAL EDUCATION ASSOCIATION

BY: \_\_\_\_\_

President, Joplin Education Support Professionals

BY: \_\_\_\_\_

Vice President, Joplin Education Support Professionals

JOPLIN SCHOOLS

BY: \_\_\_\_\_

President, Board of Education

BY: \_\_\_\_\_

Secretary, Board of Education