

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
AMERICAN FEDERATION OF TEACHERS, LOCAL 420
AND
THE BOARD OF EDUCATION OF THE CITY OF ST. LOUIS
FOR
SLPS SKILLED TRADES EMPLOYEES
(EFFECTIVE January 1, 2023 through June 30, 2026)

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PREAMBLE

This MOU has been compiled following a series of meetings and discussions held between the representatives of the Board of Education of the City of St. Louis (hereinafter referred to as the "Employer", "Board" or "District") and American Federation of Teachers, Local 420 (referred to as the "Union"), individually referred to as "Party" or collectively "Parties."

This MOU contains provisions relating to terms and conditions of employment and it also provides for a system of communication and consultation whereby the Superintendent of the District (or his/her designee), the Superintendent's staff and school principals, shall meet regularly with representatives of the Union, as provided herein, to discuss matters furthering their joint interest in educational excellence, as well as matters relating to the implementation of this MOU. This MOU is subject to Missouri and Federal laws and Board Policies, Regulations and/or Resolutions.

The provisions of this MOU shall not be modified during the term of this Policy Statement MOU, absent mutual agreement of the Parties, or a declaration by the Board that an emergency exists, as set forth herein. The Board and Union mutually pledge to subscribe to its terms with patience, understanding and good will.

All matters of discipline and discharge that are applicable and subject to Sections 168.251 through 168.291 of the Revised Statutes of Missouri are hereby adopted and included within this MOU. Further, in the event of legislation which changes or amends Section 168.251 – 168.291 or affects the terms of this MOU, the MOU shall incorporate such legislation in the effective MOU.

Within the framework of its statutory authority and consistent with the law, the Board hereby declares its policy, with regard to working conditions and conditions of employment relating to employees specifically referred to in this MOU, to be as follows:

ARTICLE 1 POLICY PRACTICE

- A. The Employer and its representatives shall strive to maintain the terms of the MOU and shall make no administrative change which would invalidate any non-economic provision contained in this MOU absent mutual agreement of the Parties.
- B. Notwithstanding the foregoing, the Employer or its representatives agree that they will not make any changes to any economic provisions of this MOU without having given written notification to the Union, which would allow sufficient time for discussion thereon prior to action by the Employer and/or standing committee of the Employer, if such discussion is requested by the Union. However, some economic provisions may be suspended upon a unanimous Board vote that an emergency exists relating to that provision(s). For purposes of this Policy Statement "an emergency" shall be defined as the Employer's financial inability to adequately comply with all financial commitments.
- C. Further, in the event of legislation which affects the terms of this MOU, the MOU shall incorporate such legislation.
- D. The Parties to this MOU will communicate with each other via facsimile (fax), electronic mail (e-mail), hand-delivery, U.S. mail, in-person or otherwise by a recognized

commercial delivery service, and each such method shall constitute a written communication for purposes of this MOU.

ARTICLE 2 RECOGNITION AND MANAGEMENT PREROGATIVE

Section 2.1 This MOU is entered into by and between the Employer and the Union as the exclusive bargaining representative for employees in the classification listed below:

Included: All HVAC, Carpenter, Electrician, Locksmith, Painter, Plumber, Plaster, Glazier, Ironworker Engineer, Small Engine Mechanic, Stationary Engineer, HVAC Apprentice Employees, Warehouse Employees, and Skilled Trades Apprentices ("Building Trades").

The District and the Union recognize the importance of maintaining sufficient staffing to accomplish the District's skilled trade work and the District agrees to make it a priority to fill the openings in the Human Resource staffing report as soon as practical.

All positions covered by this agreement are classified as "Building Trades 12-month" employees. The parties specifically agree that the Building Trades 12-month employees covered by this agreement will follow the 12-month employee work schedule of other district employees. All Building Trades will receive the same number of sick days and personal time as all other 12-month employees. Vacation benefits for all Building Trades will be as set forth in Article 8.11 herein. For the avoidance of any doubt, to the extent there is any conflict between the benefits set forth in this agreement and those applicable to other 12-month employees, the benefits set forth in this agreement shall control.

Excluded:

All Supervisors, Managers, Superintendents, and Energy Analyst, Emergency Response, Engineer, Secretary, and Administrative Assistant, and trade leads.

The term employee or employees, when used in this MOU, means a person within these classifications (hereinafter also referred to as the "Bargaining Unit"). There shall be no discrimination in hiring any employee because of race, color, national origin, gender, age, religion, disability, veteran status, sexual orientation or political or Union membership status.

Use of Masculine Pronoun

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

Section 2.2 It is recognized that the management of the school system and the direction of all employees are reserved exclusively to the Employer and its designees, except that any actions of the Employer, the Superintendent of Schools or their designee shall not be inconsistent with any of the provisions of this MOU.

Section 2.3 The Employer may contract with other entities for the supervision and management of employees. If the Employer contracts with another entity for the management and supervision of employees, such entity shall have the ability and authority to recommend discipline for employees in

accordance with Employer's policies and regulations, to assign work duties in accordance with the Job descriptions for the employee's classification, and to assign employees to work locations within St. Louis Public Schools for the efficient operation of the District consistent with the terms and conditions of this MOU.

Additionally, nothing herein shall, in any way, restrict or limit the Board from contracting out any work covered by this MOU to Third Parties. If the District makes the decision to contract out, the District will provide Union with at least a 90-day notice.

Section 2.4 Nothing in this MOU will be interpreted as a waiver by the District of its rights and responsibilities to create and maintain schools that serve its constituency. In that regard, the general intent of this MOU is to establish terms and conditions of employment with the Union. Accordingly, the Board, on its own behalf and on behalf of the District, retains and reserves the following rights and duties:

1. Exercising according to the law the executive management and administrative control of the District and all of its properties, facilities, and equipment, and the activities of the employees during work hours.
2. Managing and controlling all fiscal affairs of the District.
3. Determining the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, or departments, and the relocation or closing of schools, offices, departments, buildings, or other facilities.
4. Determining the type and quantity of supportive services, including all supplies and equipment necessary to operate the District system and to establish the procedures necessary to manage and control the operations of the District.
5. Determining employee qualifications, establish hiring procedures, and hire all employees, determining employee assignments and the condition of their continued employment, dismissal or promotion.
6. Defining work schedule, setting hours and days for all employees.
7. Determining job content and providing timely notice of any changes to the employee.
8. Determining the size of the management organization and its function.
9. Approving professional development activities for employees.
10. Establishing and conducting an evaluation program to determine the effectiveness and competence of all District employees.
11. Determining staffing allocations for all students, department and District operations.

It is understood and agreed that the Board possesses the sole right to operate the SLPS District and that all management rights repose in it, but that such rights shall be exercised consistently with the other provisions of this MOU. All matters within the scope of bargaining¹ have been negotiated and agreed upon as set forth herein. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the District and the Union.

ARTICLE 3 UNION RIGHTS

Section 3.1 The Board recognizes the Union as the exclusive representative of all of the employees in the bargaining unit and shall be the instrument through which employees covered by this MOU shall participate in the formulation and implementation of personnel policies, practices and other matters which affect the conditions of their employment. The Employer agrees to accord to the Union such privileges and courtesies commensurate with its status as the exclusive representative of the employees. The Union has the right to meet and bargain in good faith with the Employer at reasonable times and convenient places with respect to personnel policy, practices or other general conditions of employment, so far as may be appropriate under applicable laws, regulations and this MOU. The Board or administration will not accord to any other organization of employees any of these rights accorded to the Union for those employees who are in AFT Local 420 Building Trades bargaining unit.

Section 3.2 The Union, in consensus with its right to represent, has the right to propose new policy, changes in policy, or resolutions to problems and have these proposals given due consideration by management.

Section 3.3 The Union shall be given the opportunity for one (1), or for Union training purposes, and with the consent of the Employer, more than one (1), representative(s) to be present at any discussion between the Employer and an employee, or group of employees held in the course of proceedings conducted to resolve complaints, grievances or appeals.

Section 3.4 The employer will provide the Union the names, classification and an opportunity for the Union or steward to meet with the new employee and share the Union orientation packet. Human Resources will have the right to look over and approve all material in the packets. New employees will not be required to meet with the Union.

Section 3.5 The Employer will recognize the duly elected Union representative(s) and official representatives designated by the Union and the stewards. A list of all such accredited Union representatives shall be furnished by the Union to the Superintendent's office by July 1 and will maintain on a current basis, a list of Union officers and official representatives. Said Union representatives shall be provided with all necessary security clearance and credentials allowing for access to any school or work location, said costs to be assumed by the Union. The Union may post the list of Union officers, official representatives and stewards on official bulletin boards in agreed-upon locations.

¹ It is agreed by the parties that as used in this MOU, the terms "bargain," "bargaining," or "bargain in good" shall refer to the obligations identified in Article I, Section 29 of the Missouri Constitution, as interpreted by governing case law.

Section 3.6 The Employer shall in no way restrain, interfere with, coerce or discriminate against designated representatives of the Union in the exercise of their responsibilities as representatives acting in accordance with applicable laws, regulations and this MOU and SLPS Board Policy on behalf of an employee or group of employees.

Section 3.7 Visitation by Union Representatives:

1. One (1) or, for Union training purposes, and with the consent of the Employer, more than one (1), union representative(s) will be allowed access to any school or work location for consultation with an employee or employees before or after the work day, during the lunch period, so long as they have obtained the necessary approval from the building level administrator and such visit(s) do not conflict or interfere with other school or job activities as determined by the building level administrator or designee. Admittance during regular building hours shall not be unreasonably withheld.
2. On any visit, such Union representative(s) shall report their presence to the school principal or other head of a location, or designee, directly, upon entry into the school or on location premises.

Section 3.8 TEAC Trades Employer Action Committee

1. The Head of the Department or designee shall meet every other month throughout the year, at an agreed time which would not interfere with the work activity, to discuss ideas which may facilitate the trades and school mission. This committee shall consist of two stewards or alternates, and three union selected members from each classification.
2. Any meeting of said committee shall be strictly advisory in nature and in no way diminish the authority or responsibility of the Department Head or District to administer school and departmental affairs. The goal of this committee is to create a cohesive communication and problem-solving team with the employer to engage the employees in the field with possible suggestion and resolutions.

ARTICLE 4 **EMPLOYEE RIGHTS**

Section 4.1 Employees have the right to:

- A. A work environment free from unlawful discrimination because of applicable federal, state or local laws.
- B. Working conditions that are safe and healthful.
- C. Safe and appropriate equipment in proper working condition.
- D. Be informed insofar as possible of plans and policies affecting them and their employment.
- E. Training or professional development considered necessary to ensure satisfactory Job performance.

- F. To express themselves concerning improvement of work methods and working condition.
- G. Submit a grievance or complaint, in accordance with District Policy.
- H. Discuss their problems with the Human Resources, Union representative, employee assistance office, and/or a person designated to provide guidance on questions of conflicts of interest.
- I. Privacy in every way consistent with District policy, Law, Regulations and this MOU.
- J. Freedom to join, form and assist a Labor Organization without fear of penalty or reprisal. Employee shall have all rights to engage in concerted activities as applicable under existing state law.
- K. The Employee has the right to be represented by one (1) Union representative at any examination of an employee in connection with an investigation if the Employer believes the examination may result in disciplinary action against him/her and the employee requests representation. Any meeting with the employer which may lead to demotion, transfer, suspension, reprimand or dismissal must be in writing stating the subject of the meeting, providing at least 24 hour notice and informing the employee of their right to Union representation.

Section 4.2 School / Work Day

- A. All employees are expected to remain at their work site except in emergency situations, in which case they are to notify their immediate supervisor or his/her designee. Employees assigned to more than one location in a day shall be allowed reasonable travel time between assignments. This travel time shall be in addition to their unpaid duty-free lunch period.
- B. Each full-time employee shall have an uninterrupted, unpaid duty-free lunch period of at least thirty (30) minutes. If employees leave the grounds during this thirty (30) minute unpaid duty-free lunch period, they shall report said absence to their immediate supervisor or his/her designee before leaving the building and upon returning to the building. There shall be strict adherence to arriving back on time for an assigned duty.
- C. Employees working an eight (8) hour work day shall be allowed a thirty (30) minute unpaid lunch in addition to the eight (8) hours of work for which they are paid. In addition, each employee assigned to an eight (8) hour work day shall be allowed a fifteen (15) minute paid break between the start of their shift and lunch and a second fifteen (15) minute paid break between the end of their lunch and the end of their work day as assigned by the employee's supervisor. Employees working less than eight (8) hours shall receive a fifteen (15) minute paid break for every 4 hours worked.
- D. The District's Kronos system shall be placed in an accessible and convenient location at the employee's assigned work location. Employees must log in electronically personally at their regular place of employment.

This Section A shall not be modified during the term of this Agreement, absent mutual agreement of the Parties.

ARTICLE 5 OFFICIAL TIME AND UNION REPRESENTATION

Section 5.1 Steward Election

The Union shall conduct an election of two stewards for the trades bargaining unit, the Union shall appoint two alternates stewards. The Union stewards shall not be penalized on his/her official performance ratings so long as the Union Steward fulfills his/her assigned SLPS duties.

Section 5.2 The Union shall provide the Employer with the names of those designated Shop Stewards by July 1 and kept current by the Union.

Section 5.3 Grievance Processing

Union Stewards shall be permitted while off duty (including one's lunch break and other scheduled break times) time to assist and represent employees in the processing of grievances or exercising other rights set forth in this MOU. However, so long as the representation of employees does not interfere with the Steward's regular duties, supervisors in their reasonable discretion may allow Union Stewards appropriate unpaid time during the workday to perform their duties. In such instances, the Steward may use PTO time. The Board and Union shall make every reasonable attempt to schedule grievance meetings with the management to provide the least amount of disruption to the Board. However, the Board shall compensate Stewards for all scheduled meetings time spent discussing issues with management, including grievance meetings, that occur during the Stewards' regularly scheduled working hours when requested by the Board in writing.

Section 5.4 Attendance at Conventions or Conferences

Any employee chosen as a delegate to a State or National conference will, upon written application approved by the Union and submitted to the Employer with at least thirty (30) days' notice, be given appropriate time off without pay for a period of time required to attend such conference provided such time off will not interfere with departmental operations or require payment of overtime in covering the absence. This period of time is not to exceed one (1) week. The employee may, when available, utilize existing paid time off in lieu of such unpaid time off, subject to the scheduling requirements of the department and manpower needs at the time. Such requests shall not be unreasonably denied.

Section 5.5 Union Negotiating Team

Members designated as being on the Union Negotiation Team who are scheduled to work on a day on which negotiations occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties during the time of negotiations without loss of pay. If a designated Union Negotiation Team member is in regular day off status on the day of the negotiations, he will not be compensated for attending the session. Overtime will not be paid to attend negotiations sessions, unless negotiations go over eight hours or is scheduled on a weekend.

ARTICLE 6 INFORMATION TO THE UNION

The Employer shall provide information for each member of the bargaining unit and shall provide this information to the Union on monthly basis or upon a reasonable request by the Union. Such information shall be transmitted electronically in a common, commercially- available electronic format, and shall include the employee's full name, wage rate, worksite address, hours worked, phone number of record, home or mailing address and amount of dues and initiation fees paid during the payment period.

ARTICLE 7 ATTENDANCE

Section 7.1 Work Day

Regular attendance is essential for providing a welcoming, clean, safe, and productive learning environment for students and staff. All employees are expected to report to work on time every scheduled work day unless prevented by illness or injury. All employees are expected to personally clock in and out of Kronos every work day. A full version of the District's attendance policy can be located on the District website (www.slps.org). The District agrees that it will not amend, change or alter its current Attendance policy without providing the Union with thirty (30) days advance notice and the opportunity to meet and bargain with the Union on any potential changes.

ARTICLE 8 LEAVES OF ABSENCE

Section 8.1 General Leaves of Absence

General Leaves of Absence will be granted according to the Board's policy, and applicable law. If any employee has any questions about this policy, the employee should contact the Human Resources Department. Full versions of all District approved policies regarding leaves of absences can be located on the District website (www.slps.org). The District agrees that it will not amend, change or alter its current General Leave of Absence policy without providing the Union with thirty (30) days advance notice and the opportunity to bargain with the Union on any potential changes.

Section 8.2 Bereavement Leave

Bereavement Leave will be granted according to the Board's policy, and applicable law. If an employee has any questions about this policy, the employee should contact the Human Resources Department. The District agrees that it will not amend, change or alter its current Bereavement policy without providing the Union with thirty (30) days advance notice and the opportunity to meet and bargain with the Union on any potential changes.

Section 8.3 Leave for Military Reserve Training or Statement Emergency

Leave for Military Reserve Training or Statement Emergency will be granted according to the Board's policy and applicable law. If an employee has any questions about this policy, the employee should contact the Human Resources Department. The District agrees that it will not amend, change or alter its current Military Leave policy without providing the Union with thirty (30) days advance notice and the opportunity to meet and bargain with the Union on any potential changes.

Section 8.4 Sick leave

To the extent applicable, sick leave for all Building Trades will be administered according to the Board's policy for 12-month employees and applicable law. If an employee has any questions about this policy, the employee should contact the Human Resources Department. The District agrees that it will not amend, change or alter its current Sick Leave policy without providing the Union with thirty (30) days advance notice and the opportunity to meet and bargain with the Union on any potential changes.

Section 8.5 Paid Time Off

Paid Time Off ("PTO") will be granted for all Building Trades according to the Board's policy for 12-month employees and applicable law. If an employee has any questions about this policy, the employee should contact the Human Resources Department. The District agrees that it will not amend, change or alter its current PTO policy without providing the Union with thirty (30) days advance notice and the opportunity to meet and bargain with the Union on any potential changes.

Employees shall not take PTO during the follow periods, except in cases of personal illness, illness of an immediate family member or an emergency:

1. The first two weeks of classes during each school year.
2. The last two weeks of classes during each school year.
3. Following notice of resignation.
4. Following notice of impending suspension or discharge.
5. Following notice of non-renewal to a probationary employee.
6. Any other days ("black-out") days designated by the District, which shall be so set forth and designated by July 15th of each fiscal year.

Section 8.6 Family and Medical Leave

Family and Medical Leave will be granted according to the Board's policy and applicable law. If any employee has any questions about this policy, the employee should contact the Human Resources Department. The District agrees that it will not amend, change or alter its current FMLA policy without providing the Union with thirty (30) days advance notice and the opportunity to meet and bargain with the Union on any potential changes.

Section 8.7 Short Term and/or Long Term Disability

The Board may elect to provide employees with an insurance plan that entails a Short Term and/or Long Term Disability Plans ("STD/LTD Plans"). Participation in the STD/LTD Plans will be subject to applicable law, the Board's insurer's "pre-existing condition" rules for employees hired on or after January 1, 2004, and other provisions. The STD/LTD Plans will be administered by the insurance companies providing such plans or their designee in accordance with the terms and conditions of the plan documents. To the extent the plan documents conflict with language contained herein, the plan documents shall control.

Section 8.8 Holidays

Holidays will be paid according to the Board's policy and applicable law. If any employee has any questions about this policy, the employee should contact the Human Resources Department. The District agrees that it will not amend, change or alter its current number of paid Holidays provided employees without providing the Union with thirty (30) days advance notice and the opportunity to meet and bargain with the Union on any potential changes.

Section 8.9 Failure to Report to Work

Any employee who fails to report for work one (1) day and fails to notify their immediate supervisor shall be subject to disciplinary action.

Section 8.10 Job Abandonment

Any employee who fails to report for work on three (3) consecutive working days and who has failed to notify his/her immediate supervisor shall be presumed to have abandoned his/her position with the District, and the District shall have no obligation to pay or provide benefits to such an employee thereafter.

The Human Resources Department will notify the employee by certified mail that his/her failure to report to work or provide notification of the absence to his/her immediate supervisor has provided cause for the immediate termination of his/her employment, based upon, the employees' abandonment of his/her position and failure to notify.

Section 8.11 Vacation

All Building Trades will receive paid vacation, earned on a pro-rata basis throughout the year, based upon the following schedule:

<u>Length of Service</u>	<u>Annual Vacation</u>
1-5 years	10 days
6-10 years	13 days
11-20 years	16 days
21+ years	22 days

Vacation will continue to accrue on a monthly pro-rata basis.

Upon separation from the district, unused vacation time will be paid out in case at 100% at the employee's base rate of pay.

Unused vacation may be carried over from year to year up to a maximum accumulation of 36 accrued vacation days. No new vacation will accrue as long as the employee is at the maximum accumulation of 36 vacation days. Once the employee drops below the maximum accumulation of 36 vacation days, the employee will resume accruing vacation at the designated pro rata rate, .

Vacation may be taken in increments of one-half (1/2) days. Vacation time will not be used or recorded for any period less than ½ day.

ARTICLE 9 TRAINING AND DEVELOPMENT

The Employer and the Union recognize the importance of having a qualified and well-trained staff. Accordingly, the Employer agrees to provide all existing and newly hired employees with training to ensure that they are knowledgeable regarding their assigned duties and responsibilities. If an employee holds a certification or license that is required for their current position, the district will pay for training and fees required to maintain the certification of license.

ARTICLE 10 PROMOTIONS

The Human Resources Department will post all vacancies via the District website (www.slps.org) and filled in compliance with applicable Board policies, regulations as well as the provisions of Article 21, Section 21.4 herein.

ARTICLE 11 EMPLOYEE ASSISTANCE PROGRAM

The Employer, through the Employee Assistance Program, acknowledges a responsibility to provide counseling and referral service to employees suffering from alcohol abuse, drug dependency, emotional disturbances, or any other personal problem which adversely affects an employee's productivity or conduct. The Union shall actively support the program. The Employer and the Union shall discuss or negotiate, as appropriate, any changes to the Program.

ARTICLE 12 REDUCTION IN FORCE

All reduction-in-force actions shall be carried out in compliance with applicable laws and applicable Board policies and regulations as well as the provisions of Article 20, Section 20.2 herein.

ARTICLE 13 OCCUPATIONAL SAFETY AND HEALTH

Section 13.1 Safety and Health

- A. The Employer will comply with all relevant policies of the Occupational Safety and Health Act.
- B. The Employer is responsible for providing a safe and healthful workplace. The Employer and the Union agree to cooperate in a continuing effort to avoid and reduce the possibility of and/or eliminate accidents, injuries, and health hazards in all areas under the Employer's control.
- C. The Employer is responsible for providing safe equipment in good working condition. In the event of an unsafe working condition which could put the employee at risk of injury, the employee is required to immediately report the situation to his/her supervisor. The employee may refrain from performing the task at issue until the supervisor arrives and makes a determination of how to proceed. However, the employee must perform his/her other duties until the supervisor arrives and makes said determination.
- D. Employees will comply with occupational safety and health standards, orders and regulations applicable to their positions.
- E. The Union will be allowed to have one (1) representative on the Employer's Safety and Risk

Management Committee.

- F. The Employer and the Union recognize the need for prompt emergency treatment for an employee injured on the job.

Section 13.2 Protective Clothing, Equipment and Tools

- A. The Employer will provide certain safety equipment, approved personal protective equipment and other devices necessary to provide protection of employees from hazardous conditions encountered during the performance of official duties.
- B. Protective devices may include, but are not limited to safety glasses, ear plugs, dust masks, safety aprons, and protective gloves. Employees will use safety equipment, personal protective equipment, and other devices and procedures provided or directed by the Employer as necessary for their protection.

Section 13.3 Drug & Alcohol Use

In accordance with long-standing Board policy in support of a drug and alcohol free workplace, the Board will establish and communicate a Drug & Alcohol Policy, which Policy shall be shared in advance with the Union, relating to a drug-free workplace and the use of alcohol or non-prescribed drugs in the workplace. Pursuant to any such Policy, refusal to submit to a drug/alcohol test will presume the test would yield a positive result, and shall be grounds for discipline, up to and including termination.

Section 13.4 Reporting of Safety Hazards

The Board requires all employees to immediately report to the appropriate Party any hazards, whether related to deficiencies in physical property or by observation of an unsafe human action, which may present an immediate risk of injury to students, employees and/or others. This would include any unsafe condition that could in the foreseeable future cause physical injury or property damage. If an employee is performing an unsafe action, their supervisor shall inform the employee to halt the unsafe act.

Section 13.5 Personal Deviation/Horseplay

Injury arising out of horseplay or an employee's conducting of personal business or personal act without benefit to the Board will not be considered work-related.

ARTICLE 14 **HOURS OF WORK**

Section 14.1 The Employer in its sole discretion, shall designate the hours of work and shift durations.

Section 14.2 -District buildings trades currently have three staggered start times of 6:00am, 7:30am, and 10:00am. Except in cases of emergency, the District will provide at least 1 weeks' notice of any changes to the above-referenced work schedules. In no instance will a shift start prior to 6:00

am except when there are special and or emergency circumstances.

ARTICLE 15 UNION DUES

The Employer agrees to deduct Union dues as permitted by law from the pay of employees, without charge, in accordance with the following provisions:

Section 15.1 The Union agrees to provide forms for voluntary allotments and furnish them to eligible Union members desiring to authorize an allotment for withholding of dues from their pay.

Section 15.2 The President of the Union or his/her designee will certify on each completed allotment form that the employee is a member in good standing in the Union, insert the amount to be withheld, and submit the completed form to the servicing payroll office.

Section 15.3 Upon receipt by the servicing payroll office, the allotment form will be reviewed to assure that the member is eligible to have dues withheld from pay. This review will be completed and the form processed within five (5) workdays of receipt of the form. If a determination is made that the member is not eligible for dues withholding, the allotment form will be returned to the Union with an explanation within one (1) week of such determination.

Section 15.4 All allotment forms forwarded to the servicing payroll office will be effective not later than the first biweekly pay period after the form is received and processed by the servicing payroll office.

Section 15.5 The Union may change the amount of dues to be withheld no more than twice in a twelve (12) month period. The Union will provide the servicing payroll office thirty (30) calendar days advance written notice of any change in the amount of dues withholding.

Section 15.6 The servicing payroll office will prepare a biweekly remittance check at the close of each pay period for the total amount of dues withheld for the period. The check will be mailed to the Union. The Union is totally responsible for ensuring that the servicing payroll office has on file its correct mailing address.

Section 15.7 At the expiration of this MOU or when the MOU ceases to be applicable to any employee, dues deductions shall cease. The President of the Union shall notify the servicing payroll office in writing immediately when an employee ceases to be a member in good standing. The allotment will then be stopped as of the next complete pay period. The parties agree to mutually notify the other party, in writing, immediately upon notification from an employee of its intent to cease payment of union dues. The allotment will then be stopped as of the next complete pay period. If an employee is no longer eligible to be a member of the unit, such as when permanently promoted to a managerial or supervisory position, dues withholding will be terminated and the Union will be notified prior to such termination of dues deductions. Revocation of Dues Deduction Authorization shall be made by an employee only between June 1st and June 30th, or as otherwise required by law. All revocation of a Dues Deduction Authorization must be sent to the Union office via U.S. Certified mail. The Union will notify the payroll office by July 10th of any drops.

Section 15.8 Union membership Activity

Neither the Employer nor the Union shall interfere with the right of employees covered by this MOU to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

Section 15.9 Indemnification

The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) for all legal costs that shall arise out of or by reason of action taken or not taken by the Employer in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

ARTICLE 16 HEALTH INSURANCE

In accordance with Board Policy, the Employer may pay health insurance benefits for all eligible employees covered by this Policy Statement the same as provided to all other District employees. Moreover, eligible employees may purchase insurance for eligible dependents.

ARTICLE 17 MILEAGE

Employees authorized by the Superintendent or his/her designee to use their personal automobile in their assigned duties may be reimbursed for costs incurred at the current IRS Standard Mileage Rate.

ARTICLE 18 WAGES

Section 18.1 See 2022-2023 Wage Scale attached hereto as Appendix A.

Section 18.2 Wage Increase for Future Years

Building Trades		
Year	Increase for All Classifications	Effective Date
2023-2024	3%	July 1, 2023
2024-2025	3%	July 1, 2024
2025-2026	TDB	July 1, 2025

Section 18.3 Overtime

The Employer shall have the right to require overtime.

In the event it becomes necessary for an employee to work more than forty (40) hours in any work week, in accordance with applicable statutory requirements the following overtime provisions shall apply:

1. All overtime work must be authorized by the Building Facilities Manager prior to the employee engaging in such work.
2. In most situations, daily overtime should be assigned to the employee who is performing the work in question provided the employee has the skill and ability to perform the work. In the event that it becomes apparent that additional daily overtime, weekend projects, or extra service hours will be needed in order to complete work that has not yet been assigned, the overtime should be offered to the most senior employee in the building with the skill and ability to perform the work, with the most junior employee in the building capable of performing the work being required to perform the work if no senior employee desires to perform the work.
3. In the event overtime is scheduled or performed on a Saturday, Sunday or holiday it should be offered to the most senior employee in the building with the skill and ability to perform the work, with the most junior employee in the building capable of performing the work being required to perform the work if no senior employee desires to perform the work.

ARTICLE 19 UNION/MANAGEMENT COOPERATION

Section 19.1 Both the Union and the Employer recognize areas of common concern and mutually agree to encourage employees to actively participate in and support such programs and activities as are designed to improve the well-being of employees, to assist the work force in functioning at their full capability and contribute to the efficient administration of operations.

Section 19.2 The parties agree that communication between the Employer and the Union, by a means other than negotiation, is an essential element of the labor-management relations program at the Board of Education. In recognition of mutual objectives in labor-management relations, the Union and the Employer agree that a Joint Labor-Management Committee will be established. It will consist of members selected by the Union and an equal number of permanent members selected by the Employer (who may include employees of any entity with whom the Board contracts for the management and supervision of any classification of employees). Such meetings may be held quarterly or more or less frequently as agreed upon during the calendar year by the Employer and the Union. Such meetings shall be limited to discussion on:

- (a) Reviewing the overall administration of this MOU.
- (b) A sharing of general information of interest to the parties.
- (c) Items concerning safety issues.
- (d) These meetings shall not be utilized to modify this MOU or to resolve grievances.
- (e) The common interests in maintaining constructive and cooperative labor-management relations between the Employer and the Union.

ARTICLE 20 SENIORITY

Section -20.1 All employees covered by this MOU shall have an Original Seniority Date commensurate with their original hire date with the District for purposes of all employee benefits. In addition, all employees covered by this MOU shall also have a Building Trades Seniority Date commensurate with their original hire date into the Building Trades job classification.

Section -20.2 In all cases of layoff of employees, the length of continuous service with the Employer shall be the determining factor so long as the employee has the necessary skill and ability to perform the work. For purposes of lay-off, priority between employees with the same Building Trades Seniority Date shall be determined by the qualifications of the employees for work that is available and such "qualifications" are understood to include employee evaluations. When qualifications are equal, the employee having the earlier application date shall have the higher seniority. If two (2) employees have the same Building Trades Seniority Date, seniority between those employees shall be determined with the employee having the earliest of birth dates being the most senior employee.

Section 20.3 Employees on paid or unpaid leave, up to one year shall be considered to be in continuous employment.

Section 20.4 Seniority shall be broken by any termination including retirement, dismissal, resignation or failure to rehire.

Section 20.5 The Employer shall make a "District Wide" and "School Specific" list of employees by seniority available to the Union upon request, as it may affect or contribute to the resolution of any specific problem.

ARTICLE-21 GRIEVANCE PROCEDURE

Section 21.1 A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of the provisions of the MOU between the St. Louis Public Schools and the Union. The Union shall have the right to file a grievance on behalf of a covered, or group of covered, employees. Any grievance shall be pursuant to the following grievance procedure:

1. Within five (5) working days of the occurrence that gives rise to the grievance, the employee or the Union shall meet with the immediate supervisor in an effort to resolve the grievance. If the matter is verbally resolved as a result of this meeting, the decision shall be reduced to written format and signed by the parties.
2. If the matter is not verbally settled within three (3) working days of the meeting, or if the immediate supervisor is unable or refuses to meet within five (5) working days of the Union's request for a meeting, the grievance shall be reduced to writing utilizing the Grievance Reporting form, citing the specific provision of the MOU at issue and the specific allegation of misinterpretation or misapplication, and shall be submitted to the Director of Facilities or that person's designee with the administrative authority over the supervisor and a copy to the Chief Human Resources Officer.

3. The Director of Facilities or that person's designee shall schedule a meeting to discuss the grievance with the representative of the Union. The meeting will be held within ten (10) working days of the date that the grievance was submitted in writing. In the event the grievance is not resolved at the meeting, the Director of Facilities or that person's designee, within five (5) working days, shall provide to the employee and the Union a written response to the grievance.
4. In the event the grievance is not resolved or the Director of Facilities' or that person's designee's response to the grievance is considered unsatisfactory by the employee, the Union in its sole discretion may demand arbitration of the grievance, in writing, within ten (10) working days of the Director of Facilities' or that person's designee's response.
5. In the event that the Union makes a demand for the arbitration, the Union and the Board, through their respective representatives, shall attempt to select an arbitrator, but in the event that the Parties are unable to mutually agree, they shall make mutual application to the Federal Mediation and Conciliation Service for a panel of seven (7) arbitrators. The Union and the Board shall equally share the costs of the panel.
6. Upon receipt of the panel of arbitrators, the Union and the Board shall select an arbitrator from the list by alternately striking names from the list until one name remains, and that person shall be the arbitrator for the grievance. If there is a dispute as to which Party will strike first, the determination shall be made by lot. Neither Party shall have the right to reject a panel of arbitrators.
7. The arbitrator shall have no power to add to or subtract from the terms of this MOU.
8. If a dispute exists concerning the arbitrability of an issue referred to arbitration, the issue of arbitrability shall be the first issue before the arbitrator and no other matter will be considered by the arbitrator until the question of arbitrability is resolved. All matters of discipline and discharge that are subject to Sections 168.251-168.291 of the Missouri Revised Statutes are excluded from these grievance and arbitration provisions. To the extent that, during the term of this MOU, there is a change in the law that would permit reference of matters subject to Sections 168.251-168.291 RSMo., to the process set forth in this Article, the Parties shall meet and bargain regarding an amendment to this Article to accomplish that purpose.
9. The decision of the arbitrator shall be final and binding on the Parties and shall be enforceable in the Circuit Court of the City of St. Louis.
10. Each Party shall bear their own full cost of representation in the arbitration. The cost of the arbitrator will be divided equally between the Parties.

Section 21.2 Voluntary Mediation

If a grievance is not satisfactorily satisfied in paragraph A, Step 3 above, it may be submitted for mediation within fifteen (15) working days after receipt of the Employer's Step 3 response, or within fifteen working days after the Employer's Step 3 response is due. If the parties mutually agree to

mediation, they shall jointly submit a written request to the Federal Mediation and Conciliation Services (FMCS) requesting the services of a mediator for grievance mediation. The grievance mediation shall be held at a time and location mutually agreeable to the parties and the mediator in an attempt to satisfactorily settle the grievance.

Proceedings before the mediator shall be informal, and he/she shall have the right to meet jointly and/or separately with any person(s) at the grievance-mediation conference. The mediator shall assist the parties in an attempt to reach voluntary settlement. If the parties reach a settlement, the settlement shall be reduced to writing and signed by the parties. Costs of mediation shall be borne equally by the District and the Union.

Section 22.3-21.3 Other Provisions Governing the Grievance Procedure

1. Any of the time limits set forth at any of the several stages of the foregoing procedure may be reduced or extended only by written mutual agreement of the Parties.
2. No employee will be prejudiced or discriminated against by the Board or school administration because of the employee's participation in this grievance procedure. Nor shall the fact that an employee has filed or participated in a grievance be taken into account in the evaluation of such employee. The Union, for the employee, agrees to utilize the procedure in good faith.
3. The Board and Administration will cooperate with the Parties involved in its investigation of any grievance and further will furnish the Parties involved such reasonable and appropriate information as is requested for the processing of any grievance.
4. Should the investigation or processing of any grievance require that an employee or employee's representative be released from a regular assignment, the employee shall be released without loss of pay or benefits as long as no unreasonable interference with the school program results.
5. All communications and records dealing with the processing of a grievance will be maintained separately from the personnel file of the participant.
6. If a grievance develops at or near the end of the school year, such that sufficient time is not available during the school term to implement fully the grievance procedure set forth herein, the Parties will mutually agree on new time limits to expedite the process, as practicable.
7. As used in the foregoing procedure, "employee" shall mean either: (1) an individual employee or (2) a group of employees who have the same grievance.
8. The Union shall have the right to present grievances in the manner prescribed above on behalf of the employee(s).
9. If in any given case the Parties should mutually agree that an expedited arbitration hearing is appropriate, the hearing will be conducted in accordance with the

following:

- a. The hearing will be informal.
- b. No briefs shall be filed, or transcripts made.
- c. There shall be no formal rules of evidence.
- d. The hearing shall normally be completed within one (1) day.
- e. The arbitrator shall render his/her written decision within five (5) days after conclusion of the hearing. His/her decision shall be based on the record before him/her and shall include a written explanation for the basis of his/her conclusion. However, these decisions shall not be cited as a precedent.
- f. The arbitrator shall be selected in the same manner as provided in Section 21.1 of this Article.

The provisions of this Article shall not be modified during the term of this MOU, absent mutual agreement of the Parties, or a declaration by the Board that an emergency exists, as set forth herein.

ARTICLE 22 FACILITIES AND SERVICES

Section 22.1 Bulletin Boards

1. The Union shall be provided adequate bulletin board space in a place readily accessible to and normally frequented by all employees for the posting of the following:

- a. Union literature, flyers, meeting notices and announcements.
- b. A Courtesy copies of any distribution of meeting notices and information concerning the internal functioning of the Union shall be e-mailed to the SLPS Human Resources Department at 420Notices@slps.org and an additional copy should be provided to Building and Grounds superintendent or designee prior to any posting.
- c. Union literature may state views opposing Board and administration policies so long as it remains in good taste. Such literature shall not suggest, urge or propose action by employees in contravention of any Board or administrative order or directive, violation of this MOU or interruption of normal employee duties. The District reserves the right to remove any posting that is violation of this section or Board policies.

Section 22.2 Use of Internal Mail System

A copy of any directive or posting by the Superintendent or his/her designee relating to working conditions of employees in this bargaining unit shall be sent to the president of the Union simultaneously. Copies of all communications sent by the Union to employees in this bargaining unit

using their SLPS e-mail addresses shall, at the same time, be emailed to 420Notices@slps.org.

The Union shall have the right to place literature and notices in the physical or email mailboxes of employees, provided such material is not in violation of any Board Policy or Regulation or provisions set forth in this MOU. Communications from other organizations which do not purport to represent the employees referred to in this MOU may also be placed in the employees' mailboxes, subject to such rules as may be prescribed by the Board. Courtesy copies of all such material shall be presented to the principal or head of a location before being placed in mailboxes and any questions relative thereto shall be resolved in the same manner as described above in this section.

The Employer agrees to permit the Union to use the internal mail distribution system subject to Board directives and the following specific conditions.

1. The internal mail distribution system will not be used to conduct internal Union business.
2. The Union shall not use the internal mail distribution system for bulk distribution. The intent is to provide an economical and time efficient way for communication between the Union and individual unit employees and the Employer.
3. The Union agrees that the Employer may open, access or view any mail sent via its internal distribution systems.

ARTICLE 23 CHANGE OF EMPLOYER

This MOU shall be binding not only upon the parties hereto, but also upon any successors.

ARTICLE 24 DURATION OF MOU

The terms of this MOU shall remain in effect from January 1, 2023 through June 30, 2026. On or before April 1, 2026, the Union shall submit any proposed change to this MOU to the Employer. The Union and the Employer will make every effort to meet and bargain by April 30, 2026, with the intention of completing all meet and bargain sessions by June 30, 2026.

RETENTION INCENTIVES

All Regular Full-Time Employees in the Union with 93% attendance of student days in the semester (approximately 6.5 student days per semester) will receive the following retention incentives:

- All Regular Full-Time Employees hired on or before January 1, 2023 who completed the Spring 2023 semester will receive a retention incentive of \$2,000 in May 2023.
- All Regular Full-Time Employees hired on or before the first student day of the 2023-2024 School Year who completed the Fall 2023 semester will receive a retention incentive of \$2,500

in December 2023.

- All Full-Time Regular Employees hired on or before January 1, 2024 who completed the Spring 2024 semester will receive a retention incentive of \$2,500 in May 2024.

Retention Incentive will not be considered for Pension Purposes. All retention bonuses will be subject to customary taxes and deductions.

SIGNATURE PAGE FOR MEMORANDUM OF UNDERSTANDING

ON BEHALF OF AMERICAN FEDERATION OF
TEACHERS, LOCAL 420

3/1/24
Dated

By: Ray Cey, President

ON BEHALF OF THE BOARD OF EDUCATION OF
THE CITY OF ST. LOUIS

3-26-24
Dated

By: [Signature]
President, Board of Education of the City of St. Louis

3-26-24
Dated

By: [Signature]
Secretary, Board of Education of the City of St. Louis

**THE BOARD OF EDUCATION OF THE CITY OF ST. LOUIS
&
AFT ST. LOUIS, LOCAL 420
(Skilled Trades)**

MEMORANDUM OF UNDERSTANDING

Regarding Modifications to the 2023-2026 Agreement

This Memorandum of Understanding is intended to memorialize certain understandings and agreements between The Board of Education of the City of St. Louis ("Board") and the American Federation of Teachers, Local 420 ("Local 420") related to the 2023-2026 Labor Agreement between The Board and Local 420 ("the Agreement"). More specifically, The Board and Local 420 hereby acknowledge and agree that the Agreement shall be modified as follows:

1. REVISE AND REPLACE SECTIONS OF ARTICLE 18 - WAGES

Article 18, Section 18.1 shall be revised and replaced with the following language:

18.1. See revised Wage Scale attached hereto as Appendix 18.1 (A).

Article 18, Section 18.2 shall be deleted.

2. ADD A NEW SECTION 8.12 TO ARTICLE 8 – LEAVES OF ABSENCE

Article 8 shall be amended to include the following new Section 8.12 – Inclement Weather Days.

8.12. Inclement Weather Days

Beginning July 1, 2024, employees covered by the Agreement will receive two (2) inclement weather days for use when the District cancels school during the 2024-2025, 2025-2026, and 2026-2027 school years. These two (2) days may be used independently or consecutively each school year, but only when the District cancels school due to inclement weather. Any unutilized inclement weather days at the end of each school year will be forfeited (e.g., no roll over). Additionally, employees will not receive payment for unutilized inclement weather days when their employment with the District terminates.

Essential staff required to work on days the District has closed due to inclement weather will receive their regular rate of pay for all hours worked and pay at their regular rate for the inclement weather day (e.g., double pay) for that day. However, essential staff that fail to report to work on a day the District has closed due to inclement weather must utilize vacation or other accrued and unused appropriate paid time off to receive pay, or such time will be unpaid.

Inclement weather days may not be substituted for vacation, sick time, or other paid time off in the event the District closes due to inclement weather and an employee is previously approved for, has requested, or is utilizing vacation or paid time off when the District closes due to inclement weather.

The Board and the Union shall each designate not more than three (3) persons to constitute a joint committee whose function it shall be to study, develop and present to the Human Resources Department for his/her consideration a career ladder program to advance and maintain continuity of employment for all non-certificated employees.

3. MODIFY ARTICLE 24 – DURATION OF AGREEMENT

The terms of this Agreement shall remain in effect from January 1, 2023 through June 30, 2027. On or before April 1, 2027, the Union shall submit any proposed change to this Agreement to the Employer. The Union and the Employer will make every effort to meet and bargain by April 30, 2027, with the intention of completing all meet and bargain sessions by June 30, 2027.

The Board and Local 420 hereby acknowledge and agree that this Memorandum of Understanding shall be deemed to be an amendment to the terms and conditions of the Agreement and will supersede any conflicting provisions of the aforementioned Agreement.

Other than the specific items referenced in the paragraphs above, all of the remaining provisions of the Agreement will have the same force and effect as they had prior to the enactment of this Memorandum of Understanding.

ACKNOWLEDGED AND AGREED TO BY:

On Behalf of American Federation of Teachers, Local 420

By: Ray C

Title: President

Date: 11/12/24

The Board of Education of the City of St. Louis

By: [Signature]

Title: President

Date: 11/12/24

APPENDIX 18.1 (A)
TO THE 2023-2027 AGREEMENT

BETWEEN

THE BOARD OF EDUCATION OF THE CITY OF ST. LOUIS

&

AFT ST. LOUIS, LOCAL 420
(Skilled Trades)

	Years of Service Bands								
Job Title	0-2	3-4	5-7	8-9	10-12	13-15	16-17	18-19	20+
	0	3	5	8	10	13	16	18	20
	1	2	3	4	5	6	7	8	9
Trades	\$75,000.00	\$75,750.00	\$76,507.50	\$78,037.65	\$79,598.40	\$81,190.37	\$82,814.18	\$84,470.46	\$86,159.87
Trade Lead	\$100,000.00	\$101,000.00	\$102,010.00	\$104,050.20	\$106,131.20	\$108,253.83	\$110,418.90	\$112,627.28	\$114,879.83
Warehouse	\$41,600.00	\$42,016.00	\$42,436.16	\$43,284.88	\$44,150.58	\$45,033.59	\$45,934.26	\$46,852.95	\$47,790.01