

POLICY STATEMENT

BETWEEN

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, Local Union No.42

AND

SPECIAL ADMINISTRATIVE BOARD  
OF THE TRANSITIONAL SCHOOL BOARD OF THE CITY OF ST.  
LOUIS

FOR

CUSTODIAL EMPLOYEES

EFFECTIVE April 3, 2017 through June 30, 2020

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## PREAMBLE

This Policy Statement has been compiled following a series of meetings and discussions held between the representatives of the Special Administrative Board of the Transitional School Board of the City of St. Louis (hereinafter referred to as the "Employer", "Board" or "District") and Laborers' International Union of North America, Local Union No. 42 (referred to as the "Union"), individually referred to as "Party" or collectively "Parties."

This Policy Statement 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), his 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 Policy Statement. This Policy Statement is subject to Missouri and Federal laws and Board Policies, Regulations and/or Resolutions.

The provisions of this Policy Statement shall not be modified during the term of this Policy Statement, 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 Policy Statement. Further, in the event of legislation which changes or amends Section 168.251 – 168.291 or affects the terms of this Policy Statement, the Policy Statement shall incorporate such legislation as if in the effective Policy Statement.

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 Policy Statement, to be as follows:

## ARTICLE 1            POLICY PRACTICE

- A. The Employer and its representatives shall strive to maintain the terms of the Policy Statement and shall make no administrative change which would invalidate any non-economic provision contained in this Policy Statement 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 Policy Statement 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 Policy Statement, the Policy Statement shall incorporate such legislation.
- D. The Parties to this Policy Statement 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 Policy Statement.

## **ARTICLE 2                      RECOGNITION AND MANAGEMENT PREROGATIVE**

**Section 2.1** This Policy Statement 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 Lead/Head Custodians, Full-time Custodians and Part-time Custodians.

All positions recognized as Special 12 month employees. As Special 12 month employees, the employees will follow the 12 month employee work schedule. All Lead/Head Custodians and Full-time Custodians will receive the same number of sick days and personal time as all other 12 month employees. Vacation benefits for all Lead/Head Custodians and Full-time Custodians will be as set forth in Article 8.11 herein.

**Excluded:** Temporary Employees, Maintenance employees, Guards and Supervisors as defined in the Act.

The term employee or employees, when used in this policy statement, 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 Policy Statement.

**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 full and complete authority to discipline 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 Policy Statement.

Additionally, nothing herein shall, in any way, restrict or limit the SAB from contracting out any work covered by this Policy Statement 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 Policy Statement shall 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 Policy Statement 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. Adopting policies, rules, and regulations not in conflict with this Policy Statement. The Board agrees to submit in writing to the Union all future policies, rules and regulations, or changes or additions to existing policies, rules and regulations at least thirty (30) days before the effective date of said policies, rules and regulations.
3. Managing and controlling all fiscal affairs of the District.
4. 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.
5. 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.
6. Determining employee qualifications, establish hiring procedures, and hire all employees, determining employee assignments and the condition of their continued employment, dismissal or promotion.
7. Defining work schedule, setting hours and days for all employees.
8. Determining job content and providing timely notice of any changes to the employee.
9. Determining the size of the management organization and its function.
10. Approving professional development activities for employees.
11. Establishing and conducting an evaluation program to determine the effectiveness and competence of all District employees.
12. Determining staffing allocations for all students, department and District operations.

It is understood and agreed that the Special Administrative 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 Policy Statement.

## ARTICLE 3      UNION RIGHTS

**Section 3.1**      The Employer 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 Policy Statement 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 confer 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 Policy Statement.

**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 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 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.

**Section 3.5**      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 Policy Statement on behalf of an employee or group of employees.

**Section 3.6**      Visitation by Union Representatives:

1.      One (1), or 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. 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, directly, upon entry into the school or on location

premises.

## 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. Leadership, whether the supervisor is employed by the Employer or by another entity that has a contract with the Employer and is charged with the management and supervision employees, that will ensure that the employees understand what is expected of them, to whom they are directly responsible and what is expected of them in their work relationships with their fellow employees.
- J. Privacy in every way consistent with District policy, Law, Regulations and this Policy Statement.
- K. 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.
- L. 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.

- M. The Employee shall be allowed up to twenty-four (24) hours to provide a representative at any of the discussions or investigations in (L) above. If, due to an emergency, it is not possible to give the Union twenty-four (24) hours' notice of such a meeting, only as much advance notice as can reasonably be given under the circumstances will be required.

**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. Part-time employees shall receive a paid fifteen (15) minute break.

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 Appointment

The Local Union Business Manager shall appoint two (2) Stewards per work zone. The Union Steward 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 Policy Statement. However, so long as the representation of employees does not interfere with the Steward's regular duties, supervisors in their reasonable discretion shall 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 time spent discussing issues with the Board, 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 request 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.

**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, 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](http://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 confer 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](http://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 meet and confer 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 confer 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 confer with the Union on any potential changes.

### **Section 8.4**     Sick leave

To the extent applicable, sick leave for all Lead/Head Custodians and Full-time Custodians 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 confer with the Union on any potential changes.

### **Section 8.5**     Paid Time Off

Paid Time Off (“PTO”) will be granted for all Lead/Head Custodians and Full-time Custodians 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 confer 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 15<sup>th</sup> 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 confer 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 confer 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 Lead/Head and Full-time Custodians will receive paid vacation, earned on a pro-rata basis throughout the year, based upon the following schedule

<b><u>Length of Service</u></b>	<b><u>Annual Vacation</u></b>
1-10 years	10 days
11-20 years	12 days
21+ years	14 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. Unused vacation days in excess of the 36 carryover days will be lost.

Vacation must 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.

**ARTICLE 10 PROMOTIONS**

The Human Resources Department will post all vacancies via the District website ([www.slps.org](http://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 21, Section 21.2 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 BUILDING REQUIREMENTS**

**Section 14.1** Building/Custodial Placement

The assignment of placement of custodians shall be determined by the Employer's Human Resources Department.

Employer, shall, in its sole discretion, make its best effort to avoid the imposition of an unreasonable workload upon any employee.

**ARTICLE 15 HOURS OF WORK**

**Section 15.1** The Employer in its sole discretion, shall designate the hours of work and shift durations.

**Section 15.2** District buildings and facilities may be operated in two (2) shifts. The start and end times of each shift shall be building or facility dependent based upon the needs of each respective building and/or facility. In no instance should any building open prior to 5:00 a.m. except when special and/or emergency exist. In such instances, when feasible, the District shall notify the Union twenty-four (24) hours prior to the scheduled opening.

## **ARTICLE 16            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 16.1** 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 16.2** 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 16.3** 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 16.4** 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 16.5** 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 16.6** 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 16.7** At the expiration of this Policy Statement or when the Policy Statement 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



so notified prior to such termination.

**Section 16.8** Union membership Activity

Neither the Employer nor the Union shall interfere with the right of employees covered by this Policy Statement 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 16.9** 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 17** **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 18** **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 19** **WAGES**

**Section 19.1** - Hourly Rates

**A. Lead/Head Custodians**

<b>Lead/Head Custodians</b>	
<b>Length of Service</b>	<b>Rate of Pay</b>
Step A - 0-17 years	\$17.75
Step B - 18-20 years	\$18.25
Step C - 21-23 years	\$18.75
Step D - 24-25 years	\$19.25
Step E - 26+ years	\$19.85

**B. Full-Time Custodians**

<b>Full-Time Custodians</b>	
<b>Length of Service</b>	<b>Rate of Pay</b>
Step A - 0-5 years	\$11.45
Step B - 6-10 years	\$12.05
Step C - 11-15 years	\$14.15
Step D - 16-20 years	\$14.30
Step E - 21-25 years	\$14.60
Step F - 26+ years	\$14.80

**C. Part-Time Custodians**

<b>Part-Time Custodians</b>	
<b>Length of Service</b>	<b>Rate of Pay</b>
Step A – 0+ years	\$11.32

If a Part-Time Custodian becomes a Full-Time Custodian, they will receive credit for years of service up to Step B of the Full-Time Custodian pay scale, which would be the maximum starting point for any Part-Time Custodian becoming a Full-Time Custodian.

**D. Wage Increase for Future Years**

<b>Lead/Head, Full-Time and Part-Time Custodians</b>	
<b>Year</b>	<b>Increase for All Classifications</b>
2017-2018	0%
2018-2019	2%
2019-2020	2%

**Section 19.2** 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 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.

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 20            UNION/MANAGEMENT COOPERATION**

**Section 20.1** 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 20.2** 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 Policy Statement.
- (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 Policy Statement or to resolve grievances.
- (e) The common interests in maintaining constructive and cooperative labor-management relations between the Employer and the Union.

## **ARTICLE 21            SENIORITY**

**Section 21.1** All employees covered by this Policy Statement 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 Policy Statement shall also have a Custodial

Seniority Date commensurate with their original hire date into the custodial job classification.

**Section 21.2** 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. In non-emergency situations, in the event of a proposed lay-off the Employer shall provide written notification to the Union at least thirty (30) days prior to the anticipated lay-off.

For purposes of lay-off, priority between employees with the same Custodian 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 Custodian Seniority Date, seniority between those employees shall be determined with the employee having the earliest of birth dates being the most senior employee.

**Section 21.3** Employees on paid or unpaid leave, up to one year shall be considered to be in continuous employment.

**Section 21.4** Promotions

Vacancies for Lead/Head Custodian and Full-Time Custodians shall be posted for ten (10) days absent extraordinary circumstances.

For the position of Lead/Head Custodian, qualified applicants must have a satisfactory performance record, be a graduate of a general or technical high school, have satisfactory experience in custodial/housekeeping or the equivalent combination of training and experience plus all necessary certifications to include Hazmat, OSHA 10, MSD (material data) training, CPR training and fire extinguisher training.

All qualified former Lead/Head Custodians on the current Lead/Head Custodian recall list will be given priority for Lead/Head Custodian vacancies.

For the position of Full-Time Custodian, any qualified applicant, with a satisfactory performance record, must be a regular part-time employee with a current custodian seniority date.

In the event there are no qualified applicants to fill the posted position of Lead/Head Custodian or Full-Time Custodian, and the Board is unable to fill the specific position with a qualified employee from the seniority list, then the Board may go outside the bargaining unit to fill the position.

**Section 21.5** Seniority shall be broken by any termination including retirement, dismissal, resignation or failure to rehire.

**Section 21.6** 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 22** **GRIEVANCE PROCEDURE**

**Section 22.1** A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of the provisions of the St. Louis Public Schools and Union, Local 42 Policy Statement or Board Policy. 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 Policy Statement 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 Policy Statement.

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 Policy Statement, 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 confer 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 22.2** 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** 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 22.1(5) of this Article.

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

#### **ARTICLE 23 FACILITIES AND SERVICES**

**Section 23.1** 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. All items posted on SLPS property shall be submitted 24 hours in advance for approval to the Human Resources Division.
  - b. Courtesy copies of any distribution of meeting notices and information concerning the internal functioning of the Union shall be given to the Human Resources Division, principal or other head of a location.
  - c. All other 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 Policy Statement or interruption of normal employee duties.

**Section 23.2** 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 shall, at the same time, be sent to the Human Resources Department.

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 Policy Statement. Communications from other organizations which do not purport to represent the employees referred to in this Policy Statement 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 24      CHANGE OF EMPLOYER**

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

**ARTICLE 25      DURATION OF POLICY STATEMENT**

The terms of this Policy Statement shall remain in effect from April 3, 2017 through June 30, 2020. On or before April 1, 2020, the Union shall submit any proposed change to this Policy Statement to the Employer. The Union and the Employer will make every effort to meet and confer by April 30, 2020, with the intention of completing all meet and confer sessions by June 30, 2020.

**SIGNATURE PAGE FOR POLICY STATEMENT**

**ON BEHALF OF LABORERS' INTERNATIONAL  
UNION OF NORTH AMERICA, LOCAL NO. 42 AND  
IT'S MEMBERS**

3/22/17  
\_\_\_\_\_

Dated

By:  \_\_\_\_\_

Brandon Flinn  
Business Manager

**ON BEHALF OF SPECIAL ADMINISTRATIVE  
BOARD OF THE TRANSITIONAL SCHOOL  
DISTRICT OF THE CITY OF ST. LOUIS**

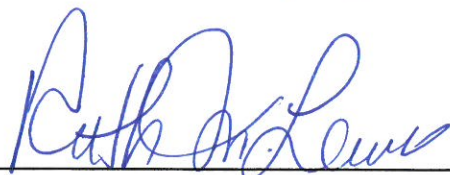
4.13.17  
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Dated

By:  CEO  
\_\_\_\_\_  
President and Chief Executive Officer

4/13/17  
\_\_\_\_\_

Dated

By:  \_\_\_\_\_  
Secretary, Special Administrative Board