



A Union of Professionals

AFT Missouri
AFL-CIO

(2024-2027)

**THIS IS AN OFFICIAL CONTRACT
BETWEEN:**

**WENTZVILLE FEDERATION OF
SCHOOL RELATED EMPLOYEES,
LOCAL 4894
AFT, AFL-CIO**

AND

WENTZVILLE R-IV SCHOOL DISTRICT

**EFFECTIVE:
JULY 1, 2024 - JUNE 30, 2027**

CONTRACT

BETWEEN

THE WENTZVILLE R-IV SCHOOL DISTRICT

AND

THE WENTZVILLE FEDERATION
OF SCHOOL RELATED EMPLOYEES,
LOCAL 4894, AFT
MISSOURI

REVISED 2024

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ARTICLE I

UNION RECOGNITION

- A. In accordance with Missouri Statutes, including but not limited to Chapter 105 and Title 8 of the Missouri Code of State Regulations, the Wentzville R-IV School District (hereinafter referred to as the District) hereby recognizes the Wentzville Federation of School Related Employees, Local 4894 AFT (AFL-CIO). Unit 1 (Secretarial, Clerical, Library Assistants, and Health Service Aides), Unit 2 (Custodial), Unit 3 (Maintenance), Unit 4 (Security Guards), Unit 5 (Mechanics, Dispatchers and Fuelers) and Unit 6 (Paraprofessionals and Instructional Assistants), Unit 7 (Technology), and Unit 8 (Bus Drivers and Bus Aides), hereinafter referred to as the Federation as the sole and exclusive bargaining representative for all full time and regular part time (those employees regularly scheduled to work at least 20 hours per week) custodians, maintenance, secretarial/clerical, library assistants, mechanics and paraprofessional and instructional assistants, bus drivers and bus aides employees of the District, excluding managerial, supervisory employees, and central office support staff employees that report to an Assistant Superintendent, CFO and/or the Superintendent.
- B. In accordance with state, law, certain public employees may join labor organizations and bargain collectively--exceptions--discharge or discrimination for exercise of right prohibited--allowable organizations for accepted employees--employees, except police, deputy sheriffs, Missouri State highway patrolmen, Missouri National Guard, all teachers of Missouri schools, colleges, and universities, of any public body shall have the right to form and join labor organizations and to present proposals to any public body relative to salaries and other conditions of employment through the representative of their own choosing. No such employee shall be discharged or discriminated against because of his exercise of such right, nor shall any person or group of persons, directly or indirectly, by intimidation or coercion, compel or attempt to compel any such employee to join or refrain from joining a labor organization except that the above accepted employees have the right to form benevolent, social, or fraternal associations. Membership in such

association may not be restricted on the basis of race, color, religion sex, and national origin.

- C. Membership in AFT is voluntary. Employees will not be retaliated against for participation in legally protected union activity.

ARTICLE II

GOOD FAITH NEGOTIATION

In accordance with the provisions set forth in this Contract, and pursuant to Missouri Statutes, (including but not limited to Title 8 of the Missouri Code of State Regulations), said District and said Federation shall meet, confer and discuss proposals relative to wages, benefits and other terms and conditions of employment of said employees, and upon completion of said discussions, the Contract shall be reduced to writing and presented to the respective governing bodies of said District and said Federation for adoption/ratification, modification or rejection.

ARTICLE III

POLICY AND PRACTICE

- A. With respect to any matter which is covered by this Contract, the District shall take no action during the period to which this Contract relates which is inconsistent with any item in this Contract.
 - 1. To reduce benefits presently provided the bargaining unit employees including wages, work hours, seniority, vacations, holiday pay, pension, incentive plans which are a form of wages, health, and welfare.
 - 2. This section does not apply to changes made beyond the District's control, including but not limited to such items as the State changing retirement benefits or the CSD Insurance Trust changing health benefits.
- B. With respect to any working condition which is not covered by this Contract, the District shall make no changes without having given written advance notification to the Federation and such advance notification shall be given in time for there to be discussion thereon prior to implementation of any changes. The result of such changes shall be subject to the grievance procedure.
- C. Provided, however, that the District reserves the right to manage its affairs, including the right to hire, suspend, discharge, transfer, promote, or demote, as well as the right to relieve employees from duty because of lack of work or for other legitimate reasons, except as provided specifically in the Contract. None of the foregoing rights shall be exercised in a manner which is arbitrary, capricious, unjust, or discriminatory.
- D. A working condition shall be defined as any matter that vitally affects the terms and conditions of employment. Such matters that are plainly germane to the working environment and not among those managerial decisions which lie at the core of managerial control.

- E. The Board of Education requires all staff members to review and comply with Board policies, regulations, and procedures as well as related building rules and practices. (Board of Education policy 4630)

- F. Non Discrimination

The District is committed to maintaining an educational and workplace environment that is free from discrimination, harassment, and retaliation in admission or access to, or treatment or employment in, its programs, services, activities, and facilities. The District is committed to providing equal opportunity in all areas of education, recruiting, hiring, retention, promotion, and contracted service. In its programs and activities, the District does not discriminate on the basis of race, color, national origin, ancestry, religion, sex, sexual orientation, gender identity, disability, age, genetic information, or any other characteristic protected by law and as required by law. (Board of Education Policy 1300)

ARTICLE IV

FEDERATION RIGHTS

A. Meetings

The Federation may conduct meetings on campus for bargaining unit employees during non-working periods and/or time periods, (i.e., before school, morning break, duty-free lunch periods, afternoon break, after school and evening break) in accordance with District policies on use of facilities.

B. List

The District shall furnish to the Federation by October 1, of each year a complete list of Bargaining Unit employees covered by this Contract. The list shall be in alphabetical order by last name and with said employee's date of hire, date of birth, and work site location. The Federation shall share a google sheet with the Payroll Department listing all current Local 4894 Union Members. Payroll shall share a google sheet with the Local 4894 Union Secretary with a list of staff members having Union dues withdrawn. These shared google sheets will be shared in view only mode. Discrepancies shall be addressed collaboratively by email.

The District shall notify the Federation after each monthly Board meeting of all newly appointed employees. Human Resources Assistant will email the personnel report and addendum to the President of 4894 after each Board meeting.

C. Dues Deductions

Federation members who desire to pay their Federation dues through payroll deduction shall submit a payroll deduction form to the District through the Federation. The District shall deduct Federation dues from employees in Bargaining Units 1, 2, 3, 4, 5 and 6, 7 and 8 as identified in Article 1, (Union Recognition). Dues for Federation members shall match the way an employee is paid. (i.e.- 9 month, 10 month, 12 month) Deductions for Federation dues shall continue until the Federation and Business Office are notified

simultaneously in writing by the employee by the tenth day of each month that the employee wishes to discontinue the deduction. The Federation shall provide enrollment forms to the District. An electronic funds transfer covering the amount of Federation dues withheld shall be sent to the account of Local 4894 on the payroll date of each month. A list of the present members and the amount of their deductions will be forwarded to the Federation each payroll. The Federation shall notify the Business Office of any discrepancies within five working days of receipt of the deduction report.

No change in any type of payroll deduction will be made June 1 through August 15 annually for employees whose work assignment is less than 12 months. Request for changes in payroll deductions shall be made by the 10th day of the month prior to the change in deduction. From September 1 through May 1 of each school year, request for changes in payroll deductions shall be made by the 10th of the month prior to the change in the deduction.

D. Visitation in the Workplace

Representatives authorized by the Federation shall be allowed access to any work location for consultation with an employee or group of employees during non-working periods (see A above) or during the regular work day for appointments or other mutually arranged meetings between a Federation representative and a principal, supervisor or their designee(s). A list of such authorized representatives shall be furnished to the District by October 15 and kept current by the Federation. Such Federation representative(s) on any visit shall announce their presence at the office and receive a visitor's pass. Representatives shall not interfere with the work of any District employee.

E. Communication and Distribution of Federation Literature

The Federation may use District equipment including computers, fax, voice mail, duplicating or printing equipment, binding equipment, calculating machines, and audio-visual equipment at

reasonable times when such equipment is not in use. The Federation may use intra-District mail. The use of email will continue to be governed by the District's Acceptable Use Policy. The use of District email to distribute materials en masse must be approved in advance by the Superintendent or their designee. The Federation President will use and maintain a separate and distinct email address that identifies them as the Local 4894 President. The President's work email address will be used solely for District work.

1. The Federation shall be provided with a bulletin board in each building. In each school building, the bulletin boards are to be located in the main office or main break room. In the non-student district owned buildings, the bulletin boards are to be located in the main break room. Materials that are objectionable or violate confidentiality rules shall not be posted on the bulletin boards.
2. Subject to the restrictions in paragraph D, the Federation shall have the right to distribute literature and notices to employees in the workplace during non-working periods.

F. Federation/Management Meetings

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

G. Information and Statistics

1. Copies of information, statistics and records which either party deems necessary to engage in informed Contract discussions between the District and the Federation on wages, benefits and working conditions, or necessary for the implementation,

enforcement or administration of any of the terms of this Contract, shall be made available by either party upon the request of the other. Neither party shall be required to reveal information that is protected by law as confidential.

2. The lawful custodian of the records may charge the person desiring to make the photocopies a reasonable rate for his/her services or for the services of a deputy to supervise the work and for the use of the room or place where the work is done in accordance with 109.190 RSMo.

ARTICLE V

GRIEVANCE PROCEDURE

- A. It is the intent of this procedure that employee complaints will be identified and corrected or resolved at the earliest possible time and at the lowest level of supervision

Grievance processing should be viewed as a positive and constructive effort which seeks to establish the facts upon which the complaint is based to assure procedures and processes are followed by all parties, and to reach a resolution based on the facts. Employees will not be discriminated against nor will reprisal be made against an employee because he/she filed a grievance.

Judgments and conclusions of an employee evaluation may not be grieved. However, misstatements or misrepresentations of fact in an employee evaluation are subject to the grievance procedure. No employee shall be recommended for termination based solely on their evaluation.

Federation representation is available to any Grievant. If a Grievant chooses to be represented by someone other than Local 4894, said Grievant shall sign and date a waiver stating they forfeit their right to representation and a copy will be given to the Local 4894 President.

Definition

A grievance is a complaint or claim by an employee, a group of employees or the Federation (each category of which shall be hereinafter referred to as "the grievant") that: a District action is in violation, misrepresentation, or inequitable application of District policies, regulations and procedures, existing laws, or other actions that adversely and directly affect the employee's working conditions.

Procedures

The Federation may designate a steward for each worksite for the

purpose of investigating and processing grievances. The Local 4894 President or their designee shall investigate & process grievances.

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

Any employee who feels that he/she has a grievance shall first submit said grievance in writing to the Building Steward. The Building Steward will send the grievance to the Local President. Upon receipt, the Local President will forward the statement of the grievant to the Grievance Committee.

1. A meeting of the Grievance Committee will be called to decide if the issue is grievable. The committee will notify the employee in writing of its decision.
2. Working Site Level (Step 1)
 - a. Discuss the problem informally with the immediate supervisor.
 - b. If the matter is not resolved within five (5) working days after such discussion, the grievant or the Federation may submit a formal grievance in writing to the immediate supervisor within 5 (five) working days. A summary of the informal meeting will be presented as part of the grievance, including the following information: date, time and location of the meeting and the proposed resolution.
 - c. Within five (5) working days of receiving the written grievance the immediate supervisor shall render a decision in writing to the grievant.
3. District Level (Step 2)
 - a. Within five (5) working days after receiving the decision at Step 1, the grievant or a Federation representative may appeal the supervisor's decision in writing to the Superintendent.

- b. The Superintendent, within ten (10) working days of the receipt of the appeal, will investigate and render a decision in writing to the grievant and the supervisor.

4. Governing Board Level (Step 3)

- a. Within five (5) working days after receiving the decision at Step 2, the grievant may appeal the Superintendent's decision to the Board.
- b. The Board will schedule a hearing to be held in closed session at its next regular meeting, during which the grievant will be afforded the opportunity to present the grievance. Any Board member may present questions to the grievant during the hearing. The Board will render a decision in writing to the grievant and the Superintendent or their designee within ten (10) working days after the hearing, any decision will not limit the employee's right to seek other legal remedies.
- c. In the event the Board determines a hearing is not warranted, the Board will render a decision in writing to the grievant and the Superintendent or their designee within five (5) working days.

B. General Regulations

- 1. Resorting to the grievance procedure shall not constitute an exclusive election of remedies by a grievant provided that said grievant shall first exhaust the grievance procedure set forth herein in this Article (VI), prior to pursuit by grievant or the Federation to pursue any available legal remedies.
- 2. Any meeting held pursuant to the Grievance Procedure (other than that referenced in Step 1a) shall be conducted at a mutually agreeable time and place which shall afford a fair and reasonable opportunity for the parties of interest to be present. Such parties to be present shall be designated by the

Federation and the District independently of each other.

3. In a case involving uniquely sensitive or confidential matters such as sexual harassment allegations, said employee may opt not to be represented by the Federation

ARTICLE VI

EMPLOYEE RIGHTS

A. Evaluation

1. The purpose of evaluation is to enable the employee to understand and recognize his/her duties and responsibilities.
2. To help the employee identify personal and professional strengths and weaknesses.
3. To provide guidance for the employee in recognizing and remediating weaknesses.
4. To recognize the employee's special talents and contributions to the school program.

The evaluation process shall be an ongoing process of open communication, which serves to assist, motivate, guide and evaluate the employee for the purpose of improving the quality of performance through feedback and recognizing the significant role of the support staff employee

During hiring and orientation, each employee shall be introduced to their job responsibilities and the standards, criteria, and procedures used for evaluation. Within the first sixty (60) days of hiring, each employee shall receive a sixty (60)-day evaluation. At that time, the supervisor shall review the evaluation instrument and criteria, expectations, and standards with the employee.

Any changes to evaluation forms will be submitted to the President of the Federation for review. If there are concerns with the proposed changes a Joint Committee would be formed. The District and the Federation shall each designate not more than three (3) persons to constitute a Joint Committee whose function shall be to study, draft and present to the Superintendent/or their designee for consideration updated evaluation forms.

Performance concerns that would warrant a rating of "Does not Meet" or "Needs Improvement" shall be discussed with the employee when the concern arises, allowing the employee

sufficient time to improve prior to the evaluation conference unless there are impending disciplinary actions immediately prior to annual evaluation. The evaluation process shall consist of a face-to-face conference between the employee and the immediate supervisor prior to digitally signing the evaluation document.

Support staff employees shall be surveyed annually regarding their perception of the effectiveness of their Supervisor/Director, as long as surveys are conducted on principals.

B. Layoffs and Recalls

1. Anticipated Layoff

In the event that the District anticipates a layoff of any of the employees covered by this Contract, the District shall notify the Federation in writing at least sixty (60) working days prior to the initiation of said layoff.

2. Layoff Procedure

When the Board of Education determines due to a decrease in student enrollment or financial consideration of the District that it is necessary to reduce the number of support staff employees covered by this Contract, the status of employees' seniority shall be considered in the following manner:

- a. Only those employees included in job classifications to be reduced shall be considered for layoff and the District shall first ask for volunteers for layoff before making the decision to lay off other employees.
- b. After any voluntary layoffs, the District shall lay off all newly hired employees with less than sixty (60) days experience.
- c. In laying off regular full-time employees, preferences shall be given to the employee with the greatest seniority, assuming the most senior employee possesses equal skills, evaluation and training.

- d. Between employees hired on the same day, priority shall be determined by the qualifications of said employees for work that is available, and such "qualifications" shall include said employee evaluation.

- e. Recall Procedure

When the District makes the decision to recall some or all of the laid off employees, the recall shall be made in accordance with the following steps:

- f. The District's decision to recall employees shall be made in the opposite order from which they were laid off (last laid off, first recalled) in this Contract. If the position which the employee vacated is not available, the employee shall be placed in any other vacant position of equal status and salary for which the employee is qualified.
- g. Full-time employees on lay-off may claim a part-time position without losing claim to a full-time opening.

C. Written Job Descriptions

Any new, or modifications to job descriptions will be submitted to the president of the Federation. The Federation has the ability to provide input for consideration regarding the changes. Written job descriptions are available on the District website. Upon employment, individuals will be provided a copy of the job description. The Superintendent or their designee shall provide up-to-date job descriptions covering all support staff positions in the school system. Any new, or modifications to, job descriptions are subject to the grievance and arbitrations of this contract.

D. Request for Job Audit

All job audits shall be considered confidential information, and subject to review only by the individuals named on the form. After submitting a request for job audit, employees shall be notified of the procedures indicated at each level of the audit. Each Job Audit

Procedure Form (Level 1, 2, 3, and 4) shall indicate the date and time of each meeting at each level of the audit.

Level 1

An informal meeting between the employee and the supervisor. During this meeting both parties shall discuss the employee's concerns.

Level 2

If the matter is not resolved within five (5) working days, after such discussion, the employee may submit a formal job audit request to his/her immediate supervisor.

Within five (5) working days of receiving the formal Job Audit Request, the immediate supervisor shall render a decision in writing to the employee. Within five (5) working days after receiving the decision, at Level 1, the employee may appeal the supervisor's decision in writing to the Joint Job Audit Committee at Level 2.

Level 3

Two (2) audit representatives shall interview the employee: the Superintendent (or their designee) and a Federation Representative (within ten (10) working days from the effective date on the Job Audit Procedures Form,) and at a mutually agreed upon time for all parties.

The employee shall be asked questions from both representatives and offered the opportunity to provide any additional information or materials.

The supervisor shall be interviewed by the two (2) audit representatives: the Superintendent (or their designee) and a Federation Representative within ten (10) working days from the effective date on the Job Audit Procedures Form (Level 1), and at a mutually agreed upon time for all parties.

The supervisor shall be asked questions by both representatives and

offered the opportunity to provide any additional information or materials.

Level 4

Both audit representatives shall submit their summaries of the interviews and any/all other information or materials provided by the employee and supervisor to the Joint Audit Committee for review and recommendation to the Superintendent or their designee within ten (10) working days following the interview at Level 3.

The final recommendation of the Superintendent or their designee shall be presented to the employee within fifteen (15) working days at a mutually agreed upon time.

Level 5

The result of the audit shall not waive the employee's right to pursue the grievance procedure at Step 3.

E. Personnel Files

1. The District shall maintain complete and current personnel files for all District employees. There shall be one personnel file for each employee maintained in the District's Central Office.
2. The file of an individual employee shall be considered confidential information and shall be available only to authorized administrative personnel and to the employee and/or his/her Federation designee.
 - a. No material ascribed to any anonymous source shall be placed in any employee's personnel file.
 - b. Any document, item or material in any employee's personnel file which has been proven to be false or unsubstantiated, shall be removed upon written request of

the employee whose name appears on the file or upon written request of the Federation acting on behalf of said employee.

3. Every employee and/or his/her designee, upon request to and in the presence of the appropriate administrative official, shall have the right to inspect his/her personnel file, with the exception of the ratings, reports, and records obtained prior to the employment of the individual, including confidential placement papers. If the employee is not present, the designee must have a notarized statement authorizing file access.
4. Information of a derogatory nature shall not be entered or filed in the employee's personnel folder until the employee is given notice and an opportunity to review the information and comment thereon by affixing his/her signature on the actual copy filed with the understanding that such signature merely signifies that he/she read the material, with no inference that said employee accepts or agrees with any such material.
5. The employee shall have the right to answer any material filed and his/her answer shall be attached to the file copy, provided that no such answer, reply, clarification or explanation shall constitute a waiver of said employee's right to file a grievance in accordance with the provision relating thereto, elsewhere in this Contract.

Article VII Compensation and Leaves

Employee Leave

Except as otherwise provided in this Contract, Leaves of Absence shall be subject to the approval of the Superintendent or their designee. Any employee denied leave may appeal in writing to the Superintendent. Any employee shall upon written request be informed in writing as to the reasons and rationale for such denial of said leave.

1. Personal Leave

Personal Leave shall be for personal or business reasons. Absence, as herein limited, shall constitute legitimate use of personal leave.

- a. An employee may be absent from duty to conduct business or for personal reasons which cannot be conducted after the normal school day or on a Saturday or Sunday.
- b. This leave may not be taken on the first day of school, the last day of school, or the scheduled work day before or the scheduled work day following a holiday or unpaid break day. With the following exception:

For nine (9) and ten (10) month employees, personal leave may be used on a student non-attendance day without an impact on holiday pay, provided the unit employee has no Professional Development responsibilities. Use of a personal day on a student non-attendance day requires the employee to be in attendance on the student attendance day before and after the holiday, in order to receive holiday pay.

- c. Written notification shall be submitted through the appropriate supervisor to the Superintendent or their designee, as soon as possible, but at least forty-eight (48)

hours in advance of the employee's official start time of the requested leave.

- d. No more than four (4) percent of the total support staff may be on personal leave on any one day.
- e. Under no circumstances shall more than three (3) employees per administrative unit be granted personal leave on any one day.
- f. In circumstances where an employee is denied a personal leave day the employee may appeal in writing to the Superintendent or their designee
- g. Once a personal leave day is approved through the appropriate supervisor or his/her designee, such approved leave shall not be denied.

2. Bereavement Leave

Bargaining Unit employees shall be granted up to five (5) days (not exceeding 40 hours) maximum per occurrence of bereavement leave without deduction from pay. These days may be taken as follows:

- a. Up to five (5) working days (not exceeding 40 hours) for spouse, child, mother, father, mother-in-law and father-in-law or dependents living in the home.
- b. Up to two (2) working days (not exceeding 20 hours during summer schedule) for sister, brother, grandparent, sister-in-law or brother-in-law, son-in-law or daughter-in-law, grandchild.
- c. One (1) working day for an aunt, uncle, niece or nephew.
- d. Requests for bereavement leave for persons not covered in the guidelines shall be considered on an individual basis by the Superintendent or their designee. In situations where attending a funeral requires additional travel time

additional days may be requested under the Emergency Use of Sick and Personal Leave Policy. Bereavement leave shall be taken within ten (10) days of the date of death. Requests for extension of this deadline may be made to the Superintendent or their designee within ten (10) days of the date of death.

3. Civic Duty

Bargaining unit employees shall be granted leave when called to jury duty or when under subpoena from any court to appear as a witness, provided the employee is not involved either as a plaintiff or defendant.

The District shall pay full salary for the days a bargaining unit employee serves on jury duty or as a witness under subpoena. If an employee is called for jury duty and is not selected, said employee shall be expected to return to the District and complete the workday at no loss of pay and/or benefits.

- a. The employee shall receive his/her full salary for the pay period(s) affected by serving on a jury or as a witness subpoenaed by any court. Said employee shall retain any fees, mileage or meal reimbursement from the court.
- b. A copy of the subpoena shall be submitted to the supervisor.
- c. Leave granted by the District for jury duty or as a witness under subpoena shall not be deducted from the employee's accumulated sick and personal leave.

4. Military Leave

A military leave of absence shall be granted to any support staff member who shall be inducted or who shall become a member of the National Guard or any reserve component of the armed forces of the United States. The time the employee is on military leave of absence shall count as experience in the

District for purposes of reduction in force, seniority and placement on the wage schedule.

Upon returning from military leave of absence and timely notification to the Board, the employee shall be reinstated to the position which the employee vacated if that position is available. If the position which the employee vacated is not available, the employee shall be placed in another position of equal status and salary for which the employee is qualified.

To the extent consistent with the policies of the group insurance carriers, employees in the armed forces reserve or on temporary active duty in the United States military or Missouri National Guard who attend training shall be granted leaves of absence from their positions during the duration of such activity with no loss of employee-paid, dependent, group health insurance.

5. Religious Observance Leaves

Leave for religious observance shall be considered legitimate use of sick and personal leave.

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

6. Long-Term Leaves of Absence

The Wentzville R-IV Board of Education recognizes that the personal welfare and professional growth of its support staff employees may require occasional extended absences from duty. The Board is also cognizant that adequate provision for leaves of absence is recognized as a desirable personnel

practice that is beneficial to both the system and the employees. Therefore, a leave of absence without pay and without fringe benefits for one school year may be granted by the Board to regularly appointed employees who have completed at least five (5) consecutive years of service to the District immediately preceding the year in which the request is made.

Requests for leave for an entire school year should normally be made in writing before April 1 of the preceding year. If the Superintendent, or designee, determines that an emergency situation exists, he/she may reduce the amount of advance notice required.

Such leave may be renewed upon approval of the Board. Application for leave is to be made in writing to the Superintendent's office, via the principal, and must include the period for which the leave is requested and the reasons for the request. The period should be set to least disrupt the education of the students. Leave without pay may be granted by the Board for the following reasons or for such other reasons as the Board may believe appropriate:

- a. Approved Travel
- b. Exchange Training
- c. Family Responsibilities
- d. Health
- e. Political Leave

In cases where the number of requests for leave of absence exceeds one percent (1%) of the support staff, the Board of Education will grant requests on a greatest need basis.

An individual on Leave of Absence without pay and without fringe benefits will not receive credit for a year of service during the school year the leave is granted. During the next salary contractual period, compensation will be based upon the salary schedule placement within the District at the end of the

school year prior to the year in which the leave was granted.

Employees on Leave of Absence without pay and without fringe benefits will be permitted to purchase medical, dental and vision insurance at group rates. Life insurance will be made available in accordance with the policy's portability or conversion provisions, if any.

7. Maternity Leave

Maternity leave is covered by the rules and regulations of the Family and Medical Leave Act. Reinstatement shall be to the employee's former position, unless the position has been eliminated. The granting of such leave shall in no way interrupt salary schedule progression, and other benefits attendant thereto.

Insurance benefits may be continued by employees making all payment for such coverage to the Finance Office in accordance with the Family Medical Leave Act.

8. The Family and Medical Leave Act

Employees should contact the Human Resources office to certify an illness under FMLA guidelines.

9. Sabbatical Leave

a. Purpose:

To encourage employees in the Wentzville School District to engage in the programs of professional improvement involving study which will be of benefit to the employee and the school system.

b. Procedure

- (1) A maximum of 1.0% of the bargaining unit may be on sabbatical leave at any one time.

- (2) The applicant must have completed at least five (5) years of satisfactory continuous service in the District. One such leave shall be available for each five (5) years of continuous service not utilized for such purpose.
- (3) Upon approval by the Board of Education, a sabbatical leave may be granted for a period of one-half year but not more than one full year.

To receive a full sabbatical, a staff member must agree to complete twenty-four (24) semester hours or the equivalent, during the academic year for which the sabbatical is granted. To receive a one-half year sabbatical, a staff member must agree to either complete twelve (12) semester hours or the equivalent during the academic semester for which the sabbatical is granted.

- (4) The period of sabbatical leave shall count as regular employment in this District, however, in accordance with current Board policies, no retirement benefits will accrue.
- (5) Reimbursement for education/training successfully completed will be based on Board Policy 4440.

- (6) An employee who utilizes this policy would not receive any reimbursement until he returned to actual service in the District. If an employee does not remain as an employee of the District for two (2) years immediately following his sabbatical leave, he/she shall within one (1) year after termination repay the Board any amount of money and the cost of fringe benefits actually received by him/her (subject to the maximum reimbursement as allowed by policy 4440) with interest from the date the leave was scheduled to end at the rate of two (2) percent per annum above the prime rate. If an employee of the District only stays as an employee for one (1) year following his/her return from a sabbatical leave, he/she shall repay the Board immediately one-half of the money and one-half of the cost of fringe benefits actually received by him/her (subject to the maximum reimbursement as allowed by policy 4440) with interest from the date the leave was scheduled to end at the rate of two (2) percent per annum above the prime rate. These rules of repayment do not apply in cases wherein the person becomes incapacitated to work or when due to a reduction in force, the employee's position is no longer available.
- (7) Reinstatement after the sabbatical leave shall be to the employee's former position. If the course work taken during the sabbatical leave has qualified the applicant for a more highly compensated vacant position, the employee may apply for the vacant position and the District will consider the application. If, due to a reduction in the size of the bargaining unit, the former position is no longer available, the employee shall be placed in a position for which they are qualified.

10. Leave for Professional and Skill Development

With prior approval of the superintendent or their designee, an employee shall be provided short-term leave with pay to

update professional and skill development related to the employee's current position, and generally less than one week in duration.

Article VIII

Leave for Administrative Matters

A. Leave for Union Activity

With prior approval of the Superintendent, Federation members shall be granted release time without loss of pay or benefits to attend professional development sessions. Such sessions must relate primarily to the enhancement of job performance as an employee of the District and may be sponsored by the Missouri or American Federation of Teachers and School Related Personnel.

Federation officials shall be granted time off with pay to attend conferences, conventions, seminars and other official union meetings.

Federation members as a group shall be provided an aggregate bank of one hundred (100) hours release time per fiscal year to address union business with no loss of pay or benefits.

Leave for union activity shall be granted under the following conditions:

1. Request for leave shall be in writing and signed by the Union President.
2. Request for leave shall be submitted not less than five (5) working days prior to the beginning of the leave.
3. Not more than fifteen (15) percent of each bargaining unit shall be entitled to such leave during the same time period.
4. Any Unit 2-night shift employee(s) elected by the Federation to serve on the Federation Negotiation Team shall be given the opportunity to switch positions with a regularly scheduled day shift custodian. This change in work schedule shall be voluntary and mutually agreed upon by both Unit 2 employees and Director of Custodial

Services.

B. Leave for Administrative Matters

Except as described in A above, no union activity may take place during the paid workday. Time spent on union activity must be done during unpaid periods, such as before and after the workday and lunch periods.

This time includes any and all meetings between Federation officials and members as well as Federation officials and District personnel and/or administrators including formal or informal discussions, telephone conversations, E-mails and any other form of communication during an employee's workday. This time would also include any part of the paid work day spent on union activity by any employee covered by this Contract. This time would not include meetings that are scheduled by the Superintendent, assistant superintendents or Chief Financial Officer.

This time shall not include the AFT representative (non-employee), the Federation president or his/her designee, to attend grievance or discipline meetings for representational purposes for any employee covered by this Contract.

The Federation President will use and maintain a separate and distinct email address that identifies himself/herself as the Local 4894 President. The President's work email address will be used solely for District work.

ARTICLE IX

EMPLOYEE PROTECTION

A. Injury in the Line of Duty

The District shall provide protection in the form of liability, workers' compensation and unemployment insurance.

1. Liability Insurance - Liability insurance shall be provided for all staff members.
2. Worker's Compensation - All employees shall be covered by workers' compensation insurance and shall be eligible for compensation for an injury incurred while on the job. Any accident resulting in injury, no matter how minor, must be reported to the immediate supervisor who in turn shall notify the appropriate administrative office. Following treatment, proper forms shall be completed and submitted to the appropriate administrative offices.
3. Unemployment Compensation Insurance - All employees shall be covered by unemployment compensation insurance and are subject to the provisions thereof.

B. Work Related Assault

Any employee who is injured due to a work related assault upon his/her person shall be entitled to additional sick and personal leave. Such leave shall be separate from and in addition to any regular sick or personal leave allowance. Provided, however, that injured employees may not be compensated (in the aggregate and from any source) more than if they had not been assaulted. In addition, no employee shall be entitled to receive compensation under this provision unless they cooperate in the pursuit of legal action, to the extent possible, against the alleged perpetrator(s).

It is the Board of Education's expectation that all employees be treated with courtesy and respect. Verbal/physical harassment involving employees includes, but is not limited to, demeaning,

derogatory, or threatening statements. Any employee who engages in the verbal/physical harassment of another employee or student while on school property will be subject to disciplinary action, up to and including dismissal.

Any employee who retaliates, or engages in conduct that could be interpreted as retaliation, against any person who has made a complaint of verbal/physical harassment or who has participated in the investigation of a complaint of verbal harassment will be subject to discipline, up to and including dismissal.

If an employee encounters a physically aggressive student, the employee will notify the appropriate supervisor. Every attempt will be made to provide a safe environment for the employee and the student.

C. Court Appearance

Court Appearance for any employee so assaulted or injured and/or called as a witness in connection with the prosecution of a work related assault or injury shall be without loss of pay or use of personal business or sick and personal leave day as provided in Civic Duty Leave.

D. School Year Calendar

The Federation shall have the right to designate a representative from its respective bargaining units to serve on the District's calendar committee to assist in the development of the school year calendar.

ARTICLE X

CONDITIONS OF EMPLOYMENT

A. School/Work Day

1. In emergency situations employees leaving their worksites shall notify the principal or immediate supervisor promptly before leaving.
2. 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 the duty-free lunch period of said employees.
3. Each employee shall have an uninterrupted duty-free lunch period of not less than thirty (30) minutes. Only supervisor initiated and approved emergency situations may interrupt these lunch periods that cannot be delayed to a later time. If the emergency situation requires the employee to work through their duty-free lunch and another 30-minute time period cannot be taken, then the employee shall be paid time and a half for working through their duty-free lunch.

Employees may leave campus during their lunch period provided that proper arrangements have been made including obtaining the consent of their supervisor and notifying the appropriate individuals. Employees are required to sign out and sign back in when leaving the site or campus for any reason.

4. Employees who work eight (8) hour days shall have a fifteen (15) minute break in the morning and afternoon. With prior approval of the principal or immediate supervisor, one or both of these breaks may be taken immediately before or after the lunch period.

Unit 6 employees, instructional assistants and paraprofessionals shall receive breaks throughout the day not to exceed a total

of 20 minutes per day. Employees shall notify their immediate supervisor or designee prior to taking a break. If conditions warrant, the supervisor or designee may postpone the break for a reasonable time.

5. Summer work schedule may be amended to provide a four (4) day forty (40) hour workweek.
6. Night shift employees' lunch and breaks schedules shall be set at the beginning of the year with approval of their supervisor. Any request for changes will be made in writing to the employee's supervisor. Emergency situations may alter the schedule.
7. With supervisor approval, during the summer Bus Mechanics and employees working outdoors may adjust their start and ending hours to accommodate the cooler weather in the early morning hours as long as a 10-hour/4-day week work schedule is met. A fifteen (15) minute break shall be provided as well as a thirty (30) minute duty-free lunch. If the weather is extremely harsh, the employees may request extra breaks in order to cool down.

B. Hours of Work

1. The regular workweek shall be forty (40) hours for all regular full-time employees in Units 1, 2, 3, 4, 5 and 7. Regular full-time employees in Unit 6 shall have a thirty-five (35) hour workweek. Unit 8 employees shall have a twenty-five (25) hour workweek. The number of work hours per day and the number of workdays per year shall be noted on the work calendar given to employees at the time they receive their letter of continuing employment with the District. The definition of a workweek shall be Monday through Sunday.
2. When an employee is paid for more than forty (40) hours worked per week, the District shall pay said employee for all

hours worked in excess of forty (40) hours at the rate of one and one-half times the Bargaining Unit employee's normal hourly rate, in accordance with the Federal Wage-Hour Laws.

- a. For the definition of overtime, vacation, bereavement, civic duty, holidays and unpaid break days are considered time worked.
 - b. If employees work more than forty (40) hours in a week, the employees that work extra hours shall be paid at the rate of double time their regular pay for Sundays.
 - c. If an employee is called into work, and/or asked to stay after their normal shift due to an unscheduled District need, the employee will be paid at time and a half for that time regardless of any leave time that was taken previously that week (i.e. sick, vacation, or personal) as long as they do not have unpaid time in the same week.
3. When a regular full-time employee works on paid holidays, the District shall pay the employee at the rate of three times the employee's regular hourly rate. This shall include situations when the employee is required or requested to work in emergency situations.

This three times pay rate is the employee's regular hourly rate plus two times the employee's regular hourly rate for the hours worked on a paid holiday for a total of three times the regular hourly rate.

4. In the event that the District anticipates growth and needs to amend the maintenance staff's hours, the District reserves the right to split the maintenance staff into two shifts with a thirty (30) day notice to the Federation prior to implementation. Seniority shall be considered for staffing a second shift.
5. Employees that miss all or part of any regularly scheduled work day must utilize available leave time to cover all time missed. Once all available leave time is exhausted, the employee shall

not be paid for time missed. The district has the discretion to not pay an employee rather than charging leave. (i.e. Employee has put in for vacation day or personal day and been denied and then calls in sick on that day. Unpaid time may occur.)

6. Custodial Overtime Procedures

To help create a fair and impartial system for overtime, the following two (2) levels of overtime shall be applied and monitored by the Director of Custodial Services. The Director of Custodial Services may pull an employee's name from the overtime list for attendance or discipline issues. The Director or designee may consider an employee who has specific skills or qualifications for overtime if those skills or qualifications are required. The skills or qualifications shall include, but are not limited to floor stripping, waxing or disinfecting.

a. District Level Overtime Procedures

District level needs shall be described as an emergency situation or special event requiring a number of individuals exceeding the building staff interested in working overtime. At the District Level, all employees interested in working overtime, shall sign up within thirty (30) days of start of school with the Director of Custodial Services.

A single master list of employees desiring to work overtime shall be developed by seniority and offered in a rotating manner. As an overtime situation arises, the Director of Custodial Services shall begin moving through the list. Failure to accept proposed overtime will allow the Director of Custodial Services to offer the overtime to the next employee on the master list. The employee refusing to work the overtime for whatever reason shall wait until his/her name comes back up on the master list. If an employee refuses an offer to work overtime three (3) consecutive times, his/her name shall be removed from the master list.

Written notification shall be given to the employee by the Director of Custodial Services. After thirty (30) days, the employee may request in writing to the Director of Custodial Services to restore his/her name to the master list. Whenever an employee accepts an overtime assignment, he/she shall work a minimum of two (2) hours of overtime before the Director of Custodial Services moves to the next employee on the master list. When using the district overtime list, employee shortage shall count as employee's rotation on said list.

b. Building Level Overtime Procedures

Building level overtime shall be described as any need for additional help due to an employee shortage, special events, or special tasks needing to be completed.

At the Building Level, the custodial building supervisor shall be notified of any upcoming events, employee shortages, or special tasks needing to be completed. The custodial building supervisor shall distribute overtime from the master list by seniority and in a rotating manner. In the case that an employee is absent and a substitute cannot be obtained, the overtime hours shall be equally divided between the employees working within the building in order to complete the work area of the employee who is absent. The number of hours worked by these employees shall not exceed the total number of hours worked by the employee who is

absent. In the case that not enough employees within a building are interested in working the shortage, employees from the District Level master list shall be offered the opportunity to work the overtime.

- c. For building level overtime, a separate list shall be maintained for overtime occurring Monday-Friday and for overtime occurring Saturday-Sunday.

C. Flex-Time

Flex-time shall be made available to Unit 1, Unit 2, Unit 3, Unit 4, Unit 5, Unit 6 and Unit 7 employees for personal or emergency reasons when the operation of the District is not hampered or service to students is not disrupted.

1. A short written request shall be provided.
2. Flex time shall not exceed two (2) hours per week.
3. Prior written approval of the supervisor is required and the make- up time must be mutually agreed upon.
4. Flex time must be made up within the same week taken, within the employee's regularly scheduled five (5) day work week.
5. The utilization of substitutes or the accumulation of overtime shall not be a consequence resulting from the use of flextime.
6. Flex-time not made up within the same work week shall be treated as dock-time.

D. Hazardous Working Conditions

1. The District shall provide for healthy and safe working conditions and training in accordance with the requirements of Federal and State Statutes, including but not limited to OSHA Laws and regulations.

2. The District shall provide all safety clothing and equipment required by the District or by law.
3. No employee shall knowingly be required or requested to work under unsafe, hazardous or dangerous conditions. When an employee reports any unsafe, hazardous or dangerous condition to his/her principal/supervisor, said principal/supervisor shall review and inspect such conditions immediately or as soon as possible. No such employee shall be required or requested to work or to perform tasks that may endanger his/her health and safety. The District shall take whatever measures are reasonable to prevent repeat occurrences of accidents or injuries caused as a direct result of unsafe or hazardous conditions.
4. The District shall provide safety meetings and training for persons using equipment, hazardous and/or toxic substances in the line of duty.
5. The District shall also provide material safety data sheets (MSDS's) for all commercial products used on the premises; these MSDS's shall give information on toxicity, fire hazards and the appropriate protective equipment.
6. The District shall provide First Aid Kits and Eyewash Stations at appropriate locations with at least one each in all District facilities.
7. The District will provide Hepatitis B vaccines for all District plumbers.

E. Inclement Weather Conditions

1. School Closure

- a. The definition of "school closure" due to inclement weather conditions denotes days when students are home due to weather-related circumstances, but the District

remains open for operations and 12-month employees are required to report to work.

- b. All employees shall be given up to one (1) hour to report to work on day(s) when classes have been canceled due to inclement weather and road conditions make it difficult for the employee to travel. However, any work time missed must be made up, charged to personal leave or vacation. Sick leave may not be used for this purpose. If the employee has exhausted all personal and vacation available leave time, the employee's time will be unpaid.
- c. Emergency use of personal leave or vacation shall be approved when inclement weather prevents any such employee from reporting to work.
- d. Second shift employees shall be allowed at least twelve (12) hours between shifts in the event that employees are requested or required to report to work early on days when classes have been cancelled due to inclement weather. Exceptions can be made in emergency situations only.
Example:
A second shift custodian clocks out at 11:00 p.m. on the night before an inclement weather day. Said custodian shall not be requested or required to report to work before 11:00 a.m. the next day when classes have been cancelled due to inclement weather.

2. School Closure (9-and 10- month employees)

As long as the District is not having students make up any or all of the first six (6) snow days per DESE attendance guidelines, 9- and 10- month employees shall be given opportunities to work on those days. If the District determines that there is no work available on those days, the 9- and 10- month employees will be provided pay on any or all of the first six (6) snow days. Employees who are given opportunities to work on any or all of the first six (6) snow days will be expected to report to work or must take personal leave or unpaid time. This section shall refer

only to include the first six (6) inclement weather days that are not scheduled to be made up at a later date due to DESE attendance guidelines. Days that are scheduled to be made up will not be compensated twice (example: on the day of the inclement weather and the make-up day)

3. District Closure

- a. An “emergency district closure” due to inclement weather is defined as a closure that is announced by the Superintendent that permits district staff to leave their work-related responsibilities or to not report to work for the day with pay. The Superintendent or Designee will identify critical and/or essential personnel who may need to remain on duty. In the event of an Emergency District Closure, staff will not be required to use vacation, personal or sick leave.

- b. 12-month staff with the exception of those designated as “critical” will be off work and will be paid their standard daily hours on an “emergency district closure” day or partial day.
- c. Critical personnel will be defined as custodians and maintenance workers. Employees required to work on “emergency district closure” days will receive pay at a rate of one and one-half (1 ½) times their regular rate. Critical employees who are required to work to continue or prepare for the reopening of District operations are not permitted to use leave on “emergency district closure” days.

4. Campus or District Closure not related to weather

When a school, building, department, campus or district is closed by the Superintendent or their designee due to no water, no power, no plumbing, or HVAC issues that have a delayed time for resolution, employees in the respective building or department will be relocated or reassigned to complete their shifts. If relocation or reassignment is not feasible, the Superintendent or their designee may send the employee home with pay if other work options are not available. If the day will be required to be made-up, employees will not receive pay on such a partial or full closure day that is unrelated to weather, but will receive pay on the full or partial make-up day.

F. Non-Secretarial/Clerical Duties

- 1. Except in emergency situations, no Unit 1 or Unit 6 employee shall be required to perform duties which are the responsibility of the custodian, as indicated on the custodian's job description. The employee retains the right to decline the request. No disciplinary action or retaliatory action can be taken against the employee for declining the request.
- 2. No Unit 1 secretarial or clerical employee shall be required or

requested to assume responsibility or supervise students for periods of longer than twenty-five (25) minutes during the absence of a building administrator. In addition, no Unit 1 secretarial or clerical employee shall be asked to supervise a classroom of students. No Unit 1, 2, 3, 4 or 5 employees shall be required or requested to perform nursing duties (e.g. interpretation of immunization records and medical reports, dispensing of medication, injections, feeding tubes, etc.). Unit 1 Health Service Aides who work under the direction of the nurse will be allowed to dispense over-the-counter medications, administer simple first aid and dispense prescription medications under the direction of the nurse or administrator. Unit 6 employees will only be required to perform minimal nursing duties (e.g. student personal hygiene, application of band aids, the dispensing of medication shall be under the direction of the nurse or administrator, etc.)

3. Except in emergency situations, in the event a Unit 1 secretarial or clerical employee is watching a student for an administrator as outlined above, if the time period exceeds twenty-five (25) minutes, the employee shall be required to immediately notify a building administrator. If a building administrator is not available, the employee shall immediately notify the Central Office.
4. Employees who are required to notify the Central Office in compliance with the item above will not be considered to have violated the District's chain of authority guidelines.

G. Non-Custodial/Maintenance Duties

Custodial and maintenance employees shall not be required to repair, install, clean, move or dispose of personal items of staff members. Exceptions shall be an item or items needing custodial clean up or to be moved or removed for maintenance repairs or installation.

H. Orientation

Within a reasonable period not to exceed five (5) working days, all newly hired or newly transferred employees to a work site, shall be given orientation by their new supervisor or designee at the assigned location, at no loss of pay or benefits.

New employee orientation shall acquaint the new employee with the work environment, employee benefits, applicable policies, procedures, goals, objectives, and timelines, and the work expectations within the newly assigned location or work site.

I. Job Tasks Priorities

The establishment of job/task priorities shall be the responsibility of the location supervisor.

J. Space and Equipment

Employees shall be provided the necessary supplies, space and equipment to perform their duties at each location.

K. Workshops

The District shall provide in-service training for employees on a continuing and regular basis at no cost or loss of pay or time to employees. Vocational training days shall be incorporated into the school work calendar for Unit 1 employees. One of these training days shall be organized and sponsored by the District and shall coincide with the employees' work calendar.

Unit 2, Unit 3, Unit 7 and Unit 8 employees shall participate in work-related vocational training sessions throughout the school work calendar year.

The District recognizes the importance of providing adequate training for all personnel, especially in the area of new technology. Every effort shall be made to provide appropriate training prior to implementation. Employees making a good faith effort to complete a project or task will not be held accountable for errors or

malfunctions.

L. Seniority

1. System-wide seniority (or Length of Service) shall be defined as the number of years, months and days of employment in the Wentzville R-IV School District, dating from the first day of employment.
2. Full-time employees on paid or unpaid leave shall be considered to be in continuous employment.
3. Seniority shall be determined by the date of hire.
4. Seniority shall be considered broken (or not continuous) by any termination, including retirement, dismissal, resignation, or failure to re-hire. For bargaining unit employees promoted out of the unit as defined in Article 1, seniority shall only cease to accumulate in the previous classification held.
5. Between employees hired on the same date, priority shall be determined by the qualification of said employees for work that is available, and such "qualification" shall include said employee evaluations.
6. The District shall provide the Federation with a current seniority roster by October 1 of each school year and shall provide the Federation with a monthly support staff personnel report.

M. Assignment, Transfer and Promotion

1. General Procedures
 - a. In making assignments and transfers, consideration shall be given to the position, for which said employee is best suited by system-wide seniority, qualifications, and experience and said employee shall be given highest priority consideration in making transfers.

- b. In the event that the Assistant Superintendent or the supervisor concur in the belief that a particular applicant for transfer cannot successfully fill the position, said employee shall upon written request be informed by face to face meeting with the internal candidate to review the justification of why the employee was not selected for the assignment or transfer and what the employee can do to improve his/her chances of being successful in future transfer requests.
- c. Salary for transfers shall be based on skill/level of experience in the new position rather than experience in the prior position. In the case of a transfer to a like position (i.e. 9 or 10-month Secretary to 12-month Administrative Assistant, Administrative Assistant to Executive Assistant, Para to IA), experience shall be granted for pay purposes.
- d. No staff member regardless of placement on the salary schedule shall receive an amount that is less than they received for the performance of regular duties during the previous school year. This does not hold true if an employee voluntarily transfers to a lower paying position on a different salary schedule.

2. Employee-Initiated Request for Transfer

- a. Employees who are interested in transferring shall complete the on-line internal application form available on the District website.
- b. Employees must have served at least one (1) calendar year in their present position and location before requesting a transfer, unless it is a job title or shift change. An exception could be made by the Assistant Superintendent of Human Resources. Examples include, but are not limited to, the opening of a new building, an addition that would require additional personnel or situations involving a personality conflict.

3. Involuntary Transfer

Involuntary transfers of staff may be necessary due to the opening or closing of a building or site, staff reduction, redistribution of students, or where it has been shown through reasonable cause that it is necessary to transfer staff. The District will inform the Federation President prior to beginning the involuntary transfer process. The District will ask for volunteers, the staff member with the lowest district seniority will be involuntarily transferred.

Any employee who is involuntarily transferred due to the opening of a new building, staff reduction, etc. shall be eligible to put in a transfer request when a desirable position becomes available. Past practice has been:

Involuntary transfers shall begin with:

- District informs Federation President in writing (ie: email) that transfers are necessary
- District and Federation shall work together to facilitate the following process
- Conducting a meeting with all employees possibly affected by said transfer
- Asking for volunteers by highest seniority
- Choosing transfers based on the employees 1st, 2nd, and 3rd choices

Should a determination be made that a reduction of staff at a site was not necessary (another employee resigns/retires), the transferred full-time employee shall be offered the opportunity to return to their original facility in their current position.

4. Promotions

All promotions shall be determined by seniority, character of service and experience. "Character of Service," as it relates to the promotion to a vacant position, shall mean past performance with the District (which shall include all prior work experience within the District, all evaluations and training courses and where applicable, tests, special skills, licenses, certificates, and educational requirements attained prior to and during employment).

5. Preference

If the qualifications of the two (2) or more applicants are substantially equal, the assignment, transfer or promotion of the employee shall be made on the basis of system-wide seniority and in the event system-wide seniority is equal, then on the basis of total professional experience.

6. Temporary Custodial Building Supervisor or Lead Mechanic

A temporary custodial building supervisor or lead mechanic shall be appointed by the building principal or immediate supervisor when deemed necessary when a custodial building supervisor or lead mechanic is on an extended leave or vacation for five (5) or more working days in succession. The District shall pay the temporary custodial building supervisor or lead mechanic at one-dollar (\$1) per hour stipend during the duration of their temporary assignment. This is a temporary assignment with no evaluation or discipline responsibilities.

N. Vacancies

1. A vacancy shall exist when a position is not occupied. A vacancy shall not exist when the holder of the position is on approved leave.
2. All vacancies shall be posted on the District website. Qualifications, requirements, duties, salary, duration of the

position to be filled, location, and if necessary, identification and name of the administrator, (and other pertinent information) shall be available in the Human Resources department.

3. Reasonable time shall be allowed after notice of vacancies for submission of applications, with a minimum of one (1) week after vacancy notices are sent out.

Internal applications shall be accepted for an open position throughout the one (1) week period and until the interview process has begun.

After the minimum one (1) week for posting a vacancy has expired and providing that the District has received at least one qualified application for an open position, the District shall begin the process of selecting an appropriate candidate.

4. Current 4894 employees that submit an application for a support staff vacancy shall be considered and interviewed. The district shall not be required to perform more than three (3) interviews per candidate per school year by the same administrator/supervisor. Said employees will be given preference over outside applicants if similarly qualified.
5. Whenever an employee is formally assigned on an acting basis, through action of the Personnel Office, to the duties of a higher paying position, said employee shall be paid on the higher pay scale for the duration of the acting assignment.
6. No employee shall be permanently assigned to a position resulting from a vacancy before the posting period has expired. During this time the District shall utilize temporary or substitute employees.
7. Unless there are extenuating circumstances, the transfer should be accomplished within fifteen (15) working days after Board approval of the transfer. The employee will be notified of the reasons for any delay beyond fifteen (15) days and receive an

estimation of the date for accomplishing the transfer. If the employee considers the delay to be unreasonable, an appeal can be made to the Superintendent or their designee.

O. Uniform Provisions

1. The District shall bid to select a uniform vendor that best meets the financial requirement set forth by the District. The District will then provide uniforms to Custodial, Maintenance, Bus Mechanic and Fueler employees. Employees shall wear the provided uniforms during all work hours. Custodial, Maintenance, Bus Mechanics, and Fueler employees can trade in their uniform pants for uniform shorts for summer work. Long pants will be required when Material Safety Data Sheets or equipment specifications indicate a need for them. The uniform shorts shall be distributed to employees that have requested them no later than July 1, 2024. No later than June 1st for the following years.
2. The District shall provide Custodial and Maintenance uniforms that consist of five (5) shirts and five (5) pants for each employee who works twenty (20) hours per week or more.

The District shall provide Bus Mechanics and Fuelers uniforms that consist of eleven (11) shirts and eleven (11) pants for each employee who works twenty (20) hours or more per week. Because of grease and oils, uniforms for Bus Mechanics and Fuelers will be cleaned by the uniform provider.

Repairs or replacement of all uniforms will occur when appropriate Director and/or the uniform provider deem the garments to be irreparable or non-cleanable.

3. When an employee leaves the District, it is the employee's sole responsibility to return all garments prior to receiving their last check. If an employee fails to return all or part of their uniforms, the replacement cost will be the current cost of replacement which the uniform provider will determine, and that amount will be deducted from the employee's last check.

4. The District shall provide insulated coveralls to all maintenance, mechanics, and fueler employees to be replaced on a three (3) year cycle.
5. The District shall provide insulated coveralls to all security employees and two sets per building for custodians to use when working outside in the extreme cold. These coveralls will remain in the building when not in use.
6. The District shall provide maintenance, bus mechanic, fueler, delivery specialist, and inventory specialist employees a yearly allowance of two hundred fifty dollars (\$250) for the purchase of steel toe work boots or slip resistant work boots/shoes. The District shall provide custodial employees a yearly allowance of one hundred dollars (\$100) for the purchase of slip resistant work boots/shoes. The items cannot be worn or adaptable to general usage as ordinary clothing. Employees shall be required to submit a valid receipt prior to payment. An employee may choose to wear any other shoe of his/her choice, however he/she will not be eligible for reimbursement.

P. Security of the Buildings

It is the responsibility of the day custodians to check the outside of their buildings for damage, graffiti, or open doors/windows. The custodian whose responsibility it is to check the outside of the building should accomplish this as their first task, during their regular shift. If a principal or teacher comes in earlier than the custodian, the custodian should still check the outside perimeter of the building for damage, graffiti, or open doors/windows. The custodian does not have to be the first person in the building, should others choose to arrive earlier than the custodian's shift begins.

If communication devices are not working and the building has been left open and the custodian is concerned regarding safety, the custodian should drive to the nearest security guard and place a call to the Director of Facilities or his assistant for direction.

The Custodial Building Supervisor is responsible for securing the

building. In the absence of the supervisor, a custodian will be designated to secure the building. Should overtime be required to complete this task, the Night Custodial Supervisor should be contacted for approval.

Q. Mechanic Staffing

When the ratio of buses to full-time mechanics in the Wentzville School District exceeds the ratio of twenty-two (22) to one (1) full-time mechanic, then the District shall meet with the Federation to discuss hiring the number of full or part-time mechanics needed to fall within the safety standards.

Only mechanics hired after July 1, 2007 shall be required to have or obtain a HAZMAT/Tanker license.

Mechanics are defined as full-time mechanics for the sake of calculating bus-to-mechanic ratios if they do not regularly work more than three hours a day on extra duties such as fueling or driving routes.

R. Mechanics Driving

Whenever Bus Mechanics are requested or required by the District to drive routes or transport students on field trips or extracurricular events, the bus mechanic shall be paid at his/her regular mechanic rate of pay. Overtime or holiday pay shall be paid in accordance with the overtime on Holiday Pay as outlined in this Contract.

S. Routers / Dispatchers Driving

Whenever Routers and Dispatchers are required by the District (Director of Transportation) to drive routes or transport students Routers / Dispatchers shall be paid at the rate of pay per experience on the drivers pay scale, or their current pay (whichever is greater). Experience shall be determined 1:1 by number of years driving with a CDL in the district. Overtime or holiday paid shall be paid in accordance with the overtime on Holiday Pay as outlined in

this contract.

ARTICLE XI

OTHER BENEFITS

A. Use of Automobiles

1. Employees authorized by the Superintendent or their designee to use his/her personal automobile in their assigned duties, shall be reimbursed for costs incurred at the current per mile rate of the District.
2. Except for the District's permanent floaters and the traveling custodians, no employee shall be required to use his/her own vehicle to perform business for the District. The employee retains the right to decline the request. No disciplinary or retaliatory action can be taken against the employee for declining the request. No employee shall be required or requested to use his/her own vehicle to perform the personal business of the District's administration.
3. The Wentzville School District has automobile insurance for all district-owned vehicles. For employees who use their own vehicles in the performance of school business, the District will provide secondary coverage, which would take effect when the employee's own insurance limits were exceeded. In case of an accident where an employee is found not to be at fault, the District will reimburse up to a \$500 deductible upon receipt of a voucher from the employee's personal automobile insurance carrier, indicating the amount of said deductible. This in no way obligates the District's insurance carrier, Missouri United School Insurance Council (M.U.S.I.C.), to provide coverage for the event period.
4. No employee will use District vehicles or equipment for personal needs.

Vehicle Usage for Snow Removal Duties

Employees who currently have an assigned vehicle and are expected to pre-treat, treat, plow snow, or assist with snow removal may take their assigned vehicle home in the event snow or ice is forecasted overnight under the following conditions:

1. Authorization

The employee must have the approval of their supervisor to take the vehicle home.

2. Purpose

The vehicle is to be used solely for the purpose of reporting to assigned work locations to perform snow and ice removal. The use of the vehicle for any personal errand or activity is strictly prohibited.

3. Liability and Compliance

- **Accidents and Damages:** Any accidents, injuries, or damages incurred while the vehicle is being used for personal purposes will not be covered by the District's insurance policies. The employee agrees to assume full responsibility for any such events and will indemnify and hold harmless the District from any and all liabilities arising from unauthorized use.
- **Insurance:** Employees must ensure they carry their insurance card in the vehicle at all times.
- **Reporting:** Any misuse of the vehicle must be reported to the supervisor immediately.

4. Training and Safety

Employees must be adequately trained in the operation and maintenance of the vehicle and plowing equipment and possess a valid driver's license with any necessary endorsements.

5. Vehicle Care and Maintenance

Clear expectations will be set for the care and maintenance of the vehicle and equipment when off District premises, including secure storage and routine checks.

6. Response Protocol

Employees are expected to mobilize within a predefined time frame when on call, which will be detailed in the operational guidelines.

7. Geographical Restrictions

There will be limitations on how far an employee can reside from their designated work location while still being eligible to take a vehicle home.

B. Vehicle Safety Inspections

The District shall provide a yearly safety inspection of any District vehicle licensed to operate over the road and which maintenance and mechanic employees are requested or required to operate in the performance of his/her duties.

C. Employee Safety/Security When Handling District Funds

1. Custodial, maintenance and clerical employees shall not be requested or required to deposit funds in the District's banking institution(s).
2. An outside service will be used to transport and/or deposit funds in the District's depository banking institution.

D. Building Lockdown Safety Procedures

1. The following employees shall receive a text on their district cell phone when a building is on lockdown (maintenance, delivery, inventory specialist, mail).

E. Clean-up and Preparation Time

It is understood that all employees need time to organize equipment and materials at the beginning and end of their shift during normal work hours. It is the district expectation that this be done in a timely manner.

F. Ordering of District Equipment

The Director of Facilities shall ask for input from Maintenance Employees in the ordering of major equipment, supplies, tools and vehicles used by the Maintenance Employees.

The Director of Transportation shall ask for input from mechanics in the ordering of major equipment, supplies and tools for vehicles and vehicles for which said employees are responsible for servicing.

Bus Mechanics shall not be required to provide their own personal tools for District use. A refusal of a request to use personal tools will not constitute insubordination nor result in disciplinary action.

G. Training Cost and Licensure Reimbursement

The District encourages job skills development among the support

staff. The District will budget \$5,000 that will be used to reimburse support staff employees for up to \$400 for the work year. If the total requested amount for all eligible support staff employees exceeds \$5,000, the reimbursement amount will be pro-rated for each individual. An employee is eligible for consideration if the following conditions are met:

1. The training is directly related to job responsibilities to include CPR Training/Recertification and for Instructional Assistants to maintain the state of Missouri substitute certificate of license to teach as required by DESE or the District. Substitute certification reimbursement will be provided to current employees only and not for initial DESE certification. Reimbursement will be for the DESE application fee only.
2. The training is approved in advance by the Superintendent, or his or her designee.
3. The training has been completed with a mark of satisfactory or a grade of not less than a "B".

H. Vacation Days

1. Support staff personnel whose regular assignments call for twelve months of full-time employment shall be granted paid vacation days as follows:

1-4 years of employment = 2 weeks

5-9 years of employment = 3 weeks

10-19 years of employment = 4 weeks

20+ years of employment = 5 weeks

Employees hired (or transferred) on or after July 1, 2022 will accrue vacation hours each pay period until the appropriate amount of total vacation days have been received. The total accrual will be awarded no later than the anniversary date of their 12-month assignment.

As of July 1, 2022, existing employees will be brought current on their vacation hours and then begin to accrue each pay period thereafter.

Example: Joe is in his 8th year of employment in Wentzville. His anniversary month is November. On July 1, 2022, Joe will be awarded the prorated amount of vacation that he has earned from November through June 30, 2022. From July 1st going forward, Joe will accrue his 3 weeks of vacation broken out by pay period. Once Joe reaches 11 years (his next category), he will begin to accrue 4 weeks of vacation broken out by pay period.

2. Vacation for twelve (12) month Secretarial/Clerical and Mechanic employees shall be scheduled throughout the school calendar year with the approval of the immediate supervisor.
3. Vacations for twelve (12) month Custodians and Maintenance employees shall be scheduled throughout the school calendar year including spring and winter break, with the approval of the immediate supervisor, except for the five (5) work days before school starts, the first five (5) days of the school year, and the last five (5) days of school.

CONSIDERATIONS:

Custodians and Maintenance workers who wish to be considered for vacation other than the listed above will utilize the following guidelines:

- a. No more than seven (7) % of the custodial department (rounded to the nearest whole number) shall be approved for vacations during the same week. No more than four (4) maintenance workers shall be approved for vacation during the same week. On non-student days, the supervisor may waive the limitation.

- b. For requests of two (2) vacation days or less, a forty-eight (48) hour notification is required. Requests for vacation time exceeding two (2) days shall be submitted at least five (5) calendar days in advance. The Superintendent or their designee can make exceptions.

4. RECLASSIFIED EMPLOYEES

Employees that have been reclassified to twelve (12) month positions shall be granted vacation depending on the years of employment. Vacation hours will be accrued each pay period.

5. TRANSFER EMPLOYEES

Employees who transfer from nine (9) or ten (10) month positions to a twelve (12) month position shall be granted credit for years of service in their nine (9) or ten (10) month position for vacation earning purposes. Vacation accrual shall begin the first pay period after transfer.

Example:

An employee with twelve (12) years of prior service as a ten (10) month employee, shall accumulate one hundred-twenty (120) months of service credit towards vacation days (12 years x 10 months = 120 months). 120 months divided by 12 shall equal ten (10) years of service credit.

- 6. Twelve (12) month employees may carry over no more than twenty (20) vacation days beyond the anniversary date corresponding with their annual award. The district will waive the carryover limit from July 1, 2022 until June 30, 2024.
- 7. Support staff personnel whose assignments call for less than twelve (12) months employment will not be granted paid vacations.

I. Paid Holidays

Support staff employees whose assignments call for twelve (12) months full-time employment will be granted eight (8) paid holidays, including Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, and Labor Day. In order to be eligible for a paid holiday, the employee must be scheduled to work the day before a holiday and/or the first workday after the paid holiday. Any unpaid part of the workday before or the workday after a paid holiday will disqualify the employee from receiving the paid holiday.

Support staff employees whose assignments call for full-time employment of less than twelve (12) months will be granted the holidays occurring during their work schedule. In order to be eligible for a paid holiday, the employee must be scheduled to work the day before a holiday and/or the first workday after the paid holiday.

Any unpaid part of the workday before or the workday after a paid holiday will disqualify the employee from receiving the paid holiday. Veterans Day cannot be observed as a paid holiday because class is in session. The District shall encourage recognition of the day by staff and students for the Veterans that have served the United States of America.

Any Wentzville School District support staff employees who are active in, or who have been honorably discharged from, the United States Military are welcome to attend the District's Veteran's Day celebrations without loss of pay. Any employee who wishes to participate in Veteran's Day celebrations must provide proof of United States Military service to Human Resources, and provide prior notification to administration at the building at which they plan to attend.

J. Paid Break Days

a. In addition to the above holidays, the day after Thanksgiving shall

be a paid break day for all bargaining unit employees.

b. Any bargaining unit 12 month employee who has only 2 (two) absences between July 1 through the last working day before Winter Break shall earn New Year's Eve as an additional paid break day. Any bargaining unit 12 month employee who has only 2 (two) absences between January 1 through the last day of school shall earn the work day before July 4th as an additional paid break day.

c. Any bargaining unit 9 or 10 month employee who has only 1 (one) absence between their first scheduled day in August through the last scheduled day before Winter Break shall earn New Year's Eve as an additional paid break day.

Any bargaining unit 9 or 10 month employee who has only 1 (one) absence between their first scheduled day in January after Winter Break through the last scheduled day before Summer Break shall earn the first day of Summer Break as an additional paid break day.

For nine (9) or ten (10) month employees, or twelve (12) month employees in their first year of service, personal days used shall not be counted against them for determining perfect attendance.

Vacation days, personal days, bereavement days, civic duty, or any leave days directly related to workman's compensation shall not be counted against the employee for determining perfect attendance.

Sick absences due to illness or disability due to a serious health condition as defined in the Family and Medical Leave Act or ADA shall not be counted against the employee for perfect attendance.

K. Spring Break

Nine (9) and ten (10) month employees shall receive time off for Spring Break with no loss of benefits.

L. Winter Break

Nine (9) and ten (10) month employees shall receive time off for Winter Break with no loss of benefits.

M. Time Clock

All hourly support staff employees will utilize the District's electronic time keeping system to document hours worked. All absences will be entered and documented in the District's electronic absence reporting system. In the case of unexpected leave, any employee must enter absence as soon as possible. The District reserves the right to modify time keeping procedures.

N. Supervision

Custodians shall be immediately supervised by the Principals of their respective buildings.

Maintenance employees shall be immediately supervised by the Maintenance Supervisor. Maintenance employees shall receive their daily work assignments and/or written work orders from the Director of Facilities or his/her designee. During the time of year Field/Grounds maintenance employees are preparing, maintaining, marking, and winterizing the sports fields (i.e. winterizing irrigation systems and servicing machinery/equipment) and mowing, watering, and marking fields for summer sports/activities camps, they shall receive their daily work assignments and/or written work orders from the Activities Director. The Director of Facilities or designee shall consult with the Activities Director and consider the impact on field work before pulling field maintenance workers to complete work orders in other areas.

An employee may not be supervised/evaluated by a family member. Family members include: spouse, mother, father, child, brother, sister, aunt, uncle or grandparent, either by blood or marriage.

O. Sick and Personal Leave Days

All employees shall be granted ten (10) sick and three (3) personal leave days for each school year.

Employees who work less than a full school year, including those hired after the beginning of the school year, will have sick and personal leave available on a prorated basis.

P. Carry-Over Personal Leave Days

Bargaining unit employees shall be allowed to carry over unused personal leave days up to the maximum limit. Personal Leave may be accumulated to a maximum of five (5) days. At the beginning of each school year, any accumulated Personal Leave days beyond five (5) will be converted to sick leave.

Q. Sick Leave Accumulation

Any unused sick leave at the end of each school year may be carried over to the following school year with a maximum accumulation according to the following schedule:

9 and 10-month employees	200 days
12-month employees	240 days

R. Pay for Unused Accumulated Sick and Personal Leave

When a full-time employee retires from the District after serving five (5) to fourteen (14) consecutive years in the District, payment for all unused accumulated sick and personal leave will be paid at an hourly rate of one (1) dollar less than the starting pay for the employee's position. Full-time employees who retire from the District after serving fifteen (15) or more consecutive years in the District, will be paid for all unused accumulated sick and personal leave at the hourly rate of 15% above the starting pay.

If an employee leaves the District after serving at least five (5) consecutive years in the District, payment for all unused sick and personal leave shall be made at the rate of twenty-four dollars (\$24) for an eight-hour day. Employees who work less than an eight (8) hour day will have the amount prorated on an hourly basis.

Employees leaving the District under the conditions outlined in the previous paragraph shall receive reimbursement with the last paycheck from the District. Employees leaving the District upon retirement will receive reimbursement upon proof of the first check from the Public School Retirement System.

S. Insurance Committee

The Federation may designate one (1) representative from either Unit 1, 2, 3, 4, 5, 6 ,7 or 8 of the Wentzville Federation of School Related Employees, Local 4894 to serve on the District's Insurance Advisory Committee for the purpose of studying insurance plans affecting all employees of the District.

T. Insurance Coverage

1. The Wentzville School District provides the following insurance coverage for full-time employees: medical, dental, life and vision.

- a. District Paid Individual Coverage

All full-time employees (25 hours per week or over) are provided individual medical, dental, life and vision insurance by the Wentzville School District. Any person employed at the end of the 2005-2006 school year who is scheduled to work between 20 and 24 hours and is receiving District paid benefits, will continue to receive District paid benefits as long as they remain in their current position at the same number of hours.

Each employee under the age of 65 is provided a fifty

thousand dollars (\$50,000) term life insurance policy. Age 65 to 69 receive a \$32,500 policy; age 70 to 74 a \$22,500 policy; age 75 to 79 a \$15,000 policy and 80 on up a \$10,000 policy.

New employees must complete enrollment forms for medical, dental, life and vision insurance, which will be provided by the benefits office at the time of employment.

The employee benefits office will forward the enrollment forms to the insurance carriers. The medical and dental insurance companies will provide each employee with a membership card, which must be used in submitting medical claims to the carrier. The anniversary date for medical insurance renewal is October 1 of each school year.

Unit 5 employees employed on July 1, 2004 will be "grandfathered" under their previous insurance coverage. "Grandfathered" Unit 5 employees have the option of Board paid medical, dental, vision and life insurance or being paid an additional \$5088 in salary. This grandfathered status will expire when the automatic enrollment provision of the Affordable Care Act takes effect.

Unit 5 employees hired after July 1, 2004 will be provided District paid individual coverage with no affect to their salary.

b. Employee Paid Individual Coverage

Employees have the option of securing up to five (5) times the employee's salary of additional life insurance coverage. New employees requesting more than two (2) times salary and existing employees seeking to change their coverage will need to complete an evidence of insurability form to request the additional coverage.

Employees also have the option of purchasing short term and long term disability insurance. The short-term benefits are for up to 13 weeks after a 7-day waiting period. The long-term benefits have a 90-day waiting period and the length of benefits will vary depending upon the age of the employee. Limitations apply and rates are based on age and salary. Contact the benefits office for more details.

c. Employee Paid Dependent Coverage

Any regular full-time and regular part-time employee (twenty-five (25) hours per week or more) may choose to enroll with the District's Insurance carrier for dependent medical, dental, life or vision insurance coverage. Regulations regarding enrollment for dependent coverage are established by the carrier. The cost of dependent coverage will be deducted from the current month's paycheck. If an employee has a qualifying event and wishes to discontinue dependent coverage, the benefits office must be notified within 30 days of the event. Contact the benefits office for the appropriate forms.

2. The Wentzville School District offers employees the option of participating in a Section 125 "Cafeteria Plan" or salary reduction program.

a. Employees who have elected dependent coverage under one or more of the District's medical, dental or vision care insurance plans, will have their wages for the Plan year reduced by the cost to the employee for that coverage on a pre-tax basis, unless a waiver form is completed and sent to the Business Office. Under this Plan, the District pays the employee's portion of the cost of the dependent coverage, and the amount by which the employee's wages have been reduced will not be included in the employee's taxable income.

b. The amount of the reduction must equal the total cost to the employee of the dependent coverage.

- c. The decision to have wages reduced is irrevocable, with the exception of a "life event change" (some examples include marriage, divorce, birth or adoption of a child, spouse's open enrollment, or termination of a spouse's employment.)
- d. The employee's social security wage base will be reduced by the amount of the salary reduction. No social security (FICA) or Medicare will be withheld on the amount applied by the District to the cost of the dependent coverage. This may affect Social Security benefits upon retirement.
- e. The employee's decision to reduce wages will have no effect on the amount contributed by the District on the employee's behalf to the state retirement fund. The amount of the District's contribution is based on the employee's compensation as determined before any reduction pursuant to the salary reduction program.
- f. Dependent premiums for medical, dental, and vision will automatically be considered pre-tax under this plan, unless a Section 125 Waiver Form is completed and sent to the Business Office. Newly eligible employees may elect to waive Section 125 for dependent coverage at the time of enrollment. Otherwise it can only be changed effective January 1 of each year or when other specific conditions are met.

U. Errors and Omissions Liability Insurance

The Wentzville School District provides errors and omissions liability insurance in the amount of \$1,000,000 per occurrence for all District employees and volunteers who are acting within the scope of their duties. This insurance coverage's claims from omissions third parties against the insured for alleged errors or causing a monetary loss to the third party. Defense costs are included. A special conditions clause will limit the coverage to \$500,000 for asbestosis, misconduct and AIDS discrimination.

V. General Provision

No change in any type of payroll deduction will be made June 1 through August 15 annually for employees whose work assignment is less than twelve (12) months. Requests for changes in payroll deductions must be made by the 10th day of the month prior to the change in deduction. From September 1 through May 1 of each school year, requests for changes in payroll deductions must be made by the tenth (10th) of the month prior to the change in the deduction.

W. Enrollment of Federation Members Children

Federation Members residing in the Wentzville R-IV School District who choose to enroll their children in the school in which the Federation Members work may do so under the following guidelines:

1. Students may attend the school where the Federation Member is assigned based on availability of classroom space and programs. Once accepted the child shall remain enrolled at the Federation Members assigned school and those subsequent feeder schools, unless the parent opts to change the child back to his/her home school(s). No further changes will be considered. Employees who are involuntarily transferred may take their children with them. Availability of space and programs will be determined by the Superintendent/designee using MSIP minimum standards. The decision of the Superintendent/designee is not grievable or appealable.
2. Transportation for the student(s) will be the responsibility of the Federation Member involved; District bus transportation will not be provided.

3. Responsibility for supervision of the children before and after school rests solely with the parents/Federation Member. Proper supervision must not interrupt the Federation Member's duties or the duties of other staff members.

X. Professional Development Days

1. Beginning in the Spring 2022, support staff employees in Unit 1 and Unit 6 shall collaborate with District representatives to form a Support Staff Professional Development (PD) committee to enhance the professional development of these employee units. Since Unit 1 Health Service Aides have yearly planned Professional Development on all PD days, they are exempt from this committee.
2. The Support Staff Development committee shall be comprised of a representative from each area in Unit 1 and Unit 6 with a maximum of four (4) representatives. The District shall have an equitable number of representatives that are able to support Local 4894 in this work.
3. The Support Staff Development committee shall meet four (4) times a year. The meetings shall take place during regular work hours if coverage is available. If coverage is not available, meetings shall be paid at the members' regular rate of pay at a mutually agreed upon time after work hours.
4. Support Staff in Units 1 and Unit 6 shall be surveyed prior to the conclusion of the school year to plan for next year.
5. In order to evaluate effectiveness, each district professional development day will be followed by a survey of all support staff Professional Development attendees.
6. District Professional Development day survey results will be shared with the Support Professional Development committee for its next meeting.

ARTICLE XII

SUMMER WORK ASSIGNMENT

- A. It is mutually agreed between the Wentzville R-IV School District and the Wentzville Federation of School Related Employees, Local 4894, that discussions to establish a summer work schedule will be completed prior to April 1.
- B. Employees will be notified of the beginning dates and ending dates for the summer work calendar by no later than May 1 of each school year.

ARTICLE XIII

SALARY AND RATE OF PAY

SALARY AND RATE OF PAY

- A. Salary payments shall be made at least twice per month through a direct deposit program directly into the employee's checking or savings account. Exceptions may be made by the Superintendent or their designee on a case-by-case basis. If payday falls on a Saturday, Sunday or holiday, then employees shall be paid on the business day preceding the regularly scheduled payday.
- B. Paycheck stubs shall provide columns to readily identify overtime to include:
 - 1. The total number of hours of overtime worked per period;
 - 2. The overtime hourly rate of pay and gross overtime pay before taxes; and
 - 3. The total number of hours that represent a stipend.
- C. Employees shall receive negotiated percentage (%) salary increases for each year of employment until the top of the salary range is reached. Employees who have reached the top of the pay range for their position will receive a negotiated raise separate from other employees in the same position; no staff member shall receive an amount that is less than they received for the performance of regular duties during the previous school year. This does not hold true if an employee voluntarily transfers to a lower paying position. This procedure will remain in effect unless the Board of Education declares a financial emergency that requires freezing all District employee salary schedules.
- D. Advance Salary Schedule Placement
In an effort to attract trained staff, the Superintendent or their designee shall grant a maximum of ten (10) years previous experience for starting salary. Placement on the salary schedule is

contingent upon job related experience.

1. Full-time employees who leave the District with a minimum of five (5) years of District experience and are rehired within six (6) months after leaving, to full-time employment shall receive the hourly rate they would have received as if they had never left. If they are rehired past the six (6) month period, they will be hired back at the previous hourly rate at which they left. This applies only to individuals who return to the same position.
 2. Full-time employees, who retire from the District shall substitute at the hourly rate 34% above the starting pay for the position from which the employee retired.
 3. In order to earn the negotiated salary increase, the employee must have been compensated for full-time employment, and worked 50% of the annual work calendar (July 1 to June 30).
 4. Provisions of this policy are not retroactive.
- E. When an Instructional Assistant or Paraprofessional provides adult support to a student on the bus due to a verifiable shortage during the regular school year, that time shall be paid at their currently hourly rate of pay. If the IA or Paraprofessional will be in an overtime status, pre-approval for overtime is required through the Business Office. The employees supervisor shall notify the Business Office in the event that the employee will be in an overtime status.
- F. Instructional Assistants working in high needs positions (as defined by the Executive Director of Student Services) will receive a \$500 stipend. The stipend will be paid in two \$250 separate installments, the first paycheck in January and the last paycheck of May.

ARTICLE XIV**TOBACCO-FREE ENVIRONMENT**

Employees of the Wentzville School District will not be permitted to use any tobacco products, electronic cigarettes, or items that appear to be tobacco products while in or on any school property at any time, including District vehicles.

ARTICLE XV**FEDERAL FUNDING**

Employees, in federal or state funded programs, shall meet the same requirements expected of all employees of the District and shall have the same rights and benefits as are enjoyed by employees in locally funded programs unless modified by the terms of employment established for the federal or state program.

ARTICLE XVI

DISCIPLINE AND DISCHARGE

No employee shall be disciplined in a manner which is arbitrary, capricious, discriminatory, or is otherwise in conflict with board policy, procedures or regulations. An employee who believes that a disciplinary action is a violation of district policy may appeal that disciplinary action to the third step of the Grievance Process. Any grievance must be filed within ten (10) working days of the disciplinary action.

Any discipline, reprimand, suspension, discharge, or termination from employment shall be given to said employee in a disciplinary conference with the supervisor. At the conference called to inform the employee of any disciplinary action, said employee shall have the right to Federation representation. It is the employee's responsibility to notify a representative of the disciplinary meeting. In the event of a cancellation or change in meeting date or time, it is the employee's responsibility to notify the representative. An individual must be represented by the organization in which they are a member. Local 4894 members must be represented by 4894 President or his/her designee. Only 4894 President or his/her designee will represent members for levels 3 and 4.

Employees shall be notified in writing of a disciplinary meeting at least twenty-four (24) hours in advance allowing a reasonable amount of time to obtain Federation representation. If accessible, written notification can be through email or text if a meeting time and place can be determined between Administration and the employee. Notifications shall state the nature of the disciplinary meeting, along with a statement that the employee has the right to Federation representation. A meeting may occur sooner by mutual consent of the Administration and the Federation. The meeting shall occur within five (5) working days of the disciplinary meeting notification, unless extenuating circumstances should arise.

If the discipline is related to a specific incident, the supervisor shall notify the employee of the concern or complaint within five (5) working days of becoming aware of the incident, unless extenuating circumstances should arise.

PROGRESSIVE DISCIPLINARY PROCEDURE

The purpose of this system of progressive discipline is to provide a procedure to inform employees of deficiencies in the performance of their duties, or failure to follow District policy, and to provide said employees with an opportunity to improve. This system shall be used on a per incident basis.

Step 1 – Verbal Reprimand

After a first offense, the employee should meet in a conference with his/her supervisor and should be given a verbal warning as well as a copy of the appropriate policy and/or procedure.

Step 2 – Written Reprimand

After a second offense, the employee should meet in a conference with his/her supervisor. Employee deficiencies should be addressed and the supervisor should provide written suggestions for improvement.

Step 3 – Recommendation for Disciplinary Action

The third offense should result in a recommendation by the supervisor for suspension of up to five (5) unpaid days, based on the seriousness of the offense. If a holiday falls within the unpaid period, it would be counted as one of the unpaid days.

Step 4 – Suspension Pending Termination

After a fourth offense, a supervisor or administrator will meet with the employee to advise him/her regarding suspension pending termination of employment.

The Superintendent or their designee is vested with the authority to invoke Step 4 and suspend any support staff employee for serious or willfully repeated violations of the policies and regulations of the District or for violation of state or federal law. The Superintendent or their designee shall take action when in his/her judgment, the best interest of the District will be served by immediate suspension. In such cases,

suspension shall be in force until the next regularly scheduled meeting of the Board of Education or until a special meeting is called to consider the matter.

ABSENTEEISM

Wentzville School District and Local 4894 agree that consistent employee attendance is vital to the daily operation of the District. To this end, casual absenteeism is a significant concern due to the impact it has on work schedules, operational considerations and the cost to the District.

It is always the intention of the District to provide positive support to employees who are experiencing difficulties.

When an employee has reach nine (9) absences or a pattern of absence has been identified* within the school year (July 1– June 30), the immediate supervisor shall have a meeting to review absences with the employee. This conversation shall be considered non-disciplinary.

Excessive absenteeism is defined by the following:

1. Eleven (11) or more sick days of absence accumulated (July 1– June 30) or a combination of sick days and accrued partial days.
2. Patterns of absences which inhibit the operations of the school district.
3. Absences that result in unpaid_time that is not covered under FMLA or ADA.

Additional absences after eleven (11) shall result in disciplinary action in the following order:

1. Written warning (twelve (12) absences or identified pattern*)
2. Recommendation for termination. (fifteen (15) or identified pattern*)
The employee's work history performance, and any mitigating circumstances, such as employee's work calendar and amount of awarded hours remaining, shall be taken into consideration.

*Patterns of absenteeism can include patterns of specific missed days of the week or attempts to extend weekends (e.g. missing Fridays, Mondays, payday, etc.).

Employees are expected to arrive at work at their scheduled time and leave at the end of their work day at the schedule time. Arriving late or leaving prior to the end of shift shall result in a partial day absence. Three (3) partial day absences and/or tardies shall equal one absence.

Illness or disability due to a serious health condition as defined in the Family and Medical Leave Act or ADA shall be excluded from the excessive absence provision.

Doctor's statements shall be required for absences of three (3) consecutive work days or more. Under certain circumstances (e.g. when patterns of absenteeism are observed or employee has received a verbal or written notification regarding attendance) doctor's statement may be required at the supervising administrator's discretion for sick leave of less than three (3) consecutive days. Submission of a doctor's note does not necessarily prevent disciplinary action.

ARTICLE XVII

PRINTING OF THE CONTRACT

- A. Copies of this Contract shall be printed at the expense of the District within thirty (30) working days after the Contract is signed. The District shall furnish 25 spiral bound copies and 75 stapled copies of the Contract to the Local 4894 President or his/her designee.
- B. Both parties will be responsible for proofreading the Contract before it is printed.

ARTICLE XVIII

BARGAINING REOPENER FOR A SUCCESSOR CONTRACT

The terms of the Contract shall remain in effect from July 1, 2024 until June 30, 2027, with the exception of the salary schedules and up to three (3) language items per negotiation team per year.

No later than March 1, Local 4894 and the District shall begin the process of meeting and bargaining in good faith.

Tentative agreement on all changes, which result from Contract discussions shall be submitted to Local 4894 Membership for ratification and to the Board of Education for review and acceptance. Parties agree that all provisions of this contract will extend if negotiations continue to be productive and in good faith.

Additional discussions shall be held if the Contract is not ratified or if any modifications are made by the Board of Education.

This Contract is in addition to Board policy. If there is conflict between this Contract and Board policy, this Contract shall govern.

ARTICLE XXIX**SAVINGS CLAUSE**

In the event any portion of this Contract is voided, rendered unlawful or ruled illegal by a court of appropriate jurisdiction, said portion shall be the subject of Contract bargaining at that time and the remaining provisions of this Contract shall remain intact and in effect.

ARTICLE XX

DURATION

Following its adoption on June 20, 2024, the terms of the Contract shall remain in effect from July 1, 2024 June 30, 2027.

Except where expressly provided, no terms of this Contract shall be applied retroactively.

The undersigned authorized representatives of the parties to this Contract, which has been adopted as board policy, have executed this document this 20th day of June 2024.

**THE WENTZVILLE R-IV
OF
SCHOOL DISTRICT BOARD
EMPLOYEES,
OF EDUCATION
Missouri**

(AFL-CIO)

WENTZVILLE FEDERATION

SCHOOL-RELATED

LOCAL 4894, AFT

By: Kate Lyczak
Its: **President of the Board of
Education**

By: Robert Wagner
Its: **President**

By: Renee Hulse
Its: **Secretary of the Board of
Education**

By: _____
Its: **Field Representative**

2024-2025 Support Staff Pay Ranges (4894 covered positions)	
Position	Range/Per Hour
Custodial/Security/Mail Courier	\$15.00-\$23.52
Dispatcher	\$19.67-\$28.52
Distribution Specialist - Warehouse	\$16.09-\$22.97
Fueler	\$19.13-\$24.68
Health Service Aide	\$16.64-\$23.92
Instructional Assistant	\$16.39-\$24.77
Library Assistant	\$15.79-\$23.69
Maintenance I (General)	\$15.67-\$22.78
Maintenance-Skilled	\$20.63-\$32.77
Maintenance-Skilled Specialist	\$21.18-\$32.69
Maintenance-Sports Field	\$16.91-\$24.93
Mechanic	\$22.69-\$31.51
Paraprofessional	\$15.00-\$22.71
Secretary-Administrative	\$17.44-\$27.66
Secretary-Division	\$15.46-\$23.99

BUS DRIVERS AND BUS AIDES HOURLY RATES OF PAY

2024-25 DRIVERS SALARY SCHEDULE

Step 1	\$20.29
Step 2	\$21.30
Step 3	\$22.32
Step 4	\$23.33
Step 5	\$24.35
Step 6	\$25.31
Step 7	\$25.77
Step 8	\$26.22
Step 9	\$26.68
Step 10	\$27.14

2024-25 AIDES SALARY SCHEDULE

Step 1	\$15.16
Step 2	\$15.67
Step 3	\$16.17
Step 4	\$16.68
Step 5	\$17.18
Step 6	\$17.69
Step 7	\$18.19
Step 8	\$18.80
Step 9	\$19.30
Step 10	\$19.81

Local 4894 AMI Language Proposal
Memorandum of Understanding
2024-2025 School Year
Local 4894 and the Wentzville School District

This Memorandum of Understanding ("MOU") is entered into between the Wentzville Federation of School Related Employees, Local 4894, AFT (AFL-CIO) ("4894") and the Wentzville R-IV School District ("District"). The purpose of this Memorandum of Understanding (MOU) is due to the implementation of five (5) AMI days after the use of two (2) of the six (6) forgiven traditional snow days. AMI days are considered student attendance days. All 9- and 10-month employees shall be provided regular pay for these AMI days. Unit 8 employees will be paid for their total daily hours of their regular a.m. and p.m. bus routes, excluding mid-day, as determined by the Director of Transportation. This pay structure will include AMI days, traditional snow days, emergency district closure days and currently paid holidays.

This MOU will become effective on December 19, 2024, and will be written into the Local 4894 Contract during Spring 2025 negotiations with the district.

Current language on Page 40-41:

1. School Closure (9-and 10- month employees)

As long as the District is not having students make up any or all of the first six (6) snow days per DESE attendance guidelines, 9- and 10- month employees shall be given opportunities to work on those days. If the District determines that there is no work available on those days, the 9- and 10- month employees will be provided pay on any or all of the first six (6) snow days. Employees who are given opportunities to work on any or all of the first six (6) snow days will be expected to report to work or must take personal leave or unpaid time. This section shall refer only to include the first six (6) inclement weather days that are not scheduled to be made up at a later date due to DESE attendance guidelines. Days that are scheduled to be made up will not be compensated twice (example: on the day of the inclement weather and the make-up day)

Proposed language on page 41:

1. School Closure (9- and 10-month employees)
 - a. As long as the District is not having students make up any or all of the first six (6) snow days per DESE attendance guidelines, 9- and 10-month employees shall be given opportunities to work on those days. If the District determines that there is no work available on those days, the 9- and 10-month employees will be provided pay on any or all of the first six (6) snow days. Unit 8 employees shall be paid according to their current regular daily a.m. and p.m. route's total hours, or the guaranteed minimum 5 hours, whichever is greater, on any or all of the six (6) snow days. The hours of pay do not include mid-day routes or hours outside of the regular route times.
 - b. Employees who are given opportunities to work on any or all of the first six (6) snow days will be expected to report to work or must take personal leave or unpaid time. This section shall refer only to include the first six (6) inclement weather days that are not scheduled to be made up at a later date due to DESE attendance guidelines. Days that are scheduled to be made up will not be compensated twice (example: on the day of the inclement weather and the make-up day)
 - c. Any unused snow days (of the six (6) forgivable days) that would fall prior to Memorial Day are excused and/or repurposed at the Superintendent's discretion. Any unused snow days (of the six(6) forgivable days) that fall after Memorial Day will be forgiven and removed from the end of the calendar.
 - d. In the instance that AMI (Alternative Methods of Instruction) are utilized by the district, 9 and 10 month employees shall not be

required to report to their building but shall be required to follow the AMI Employee Guidance for possible Work-From-Home-Tasks as assigned by your Supervisor, and shall be provided pay on any or all of the five (5) AMI days.

- e. Unit 8 employees shall be paid according to their current regular daily a.m. and p.m. route's total hours, or the guaranteed minimum 5 hours, whichever is greater. Route times are determined by the Director of Transportation. The hours of pay do not include mid-day routes or hours outside of the regular route times. All Unit 8 employees shall be required to follow the AMI Employee Guidance for possible Work-From-Home-Tasks as assigned by your Supervisor and shall be provided pay on any or all of the five (5) AMI days.

Those Unit 8 employees who have signed up for a mid-day route for extra hours outside of their regular route shall be listed first on the on-call list to provide the opportunity to make up pay for their mid-day Route should they choose to do so.

If the time spent cleaning snow off buses, de-icing of buses, or completing other duties as assigned by the Supervisor goes beyond the hours of their mid-day route, that employee will be compensated for that additional time.

2. AMI Days and Six DESE "Forgiven" Snow Days (12-month employees)

Any 12-month employee Units under Local 4894 shall follow their current Inclement Weather Closure Policies as agreed upon in the current 4894 union agreement. This will also include the current work from home guidelines and expectations put in place per the district for those positions that were identified beginning December of 2023.

Proposed Language on page 61

I. Paid Holidays

Support staff employees whose assignments call for twelve (12) months full-time employment will be granted eight (8) paid holidays, including Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, and Labor Day. In order to be eligible for a paid holiday, the employee must be scheduled to work the day before a holiday and/or the first workday after the paid holiday. Any unpaid part of the workday before or the workday after a paid holiday will disqualify the employee from receiving the paid holiday.

Support staff employees whose assignments call for full-time employment of less than twelve (12) months will be granted the holidays occurring during their work schedule. In order to be eligible for a paid holiday, the employee must be scheduled to work the day before a holiday and/or the first workday after the paid holiday.

Unit 8 employees shall be paid according to their current regular daily a.m. and p.m. route's total hours, or the guaranteed minimum 5 hours, whichever is greater. The hours of pay do not include mid-day routes or hours outside of the regular route times, as determined by the Director of Transportation

Any unpaid part of the workday before or the workday after a paid holiday will disqualify the employee from receiving the paid holiday. Veterans Day cannot be observed as a paid holiday because class is in session. The District shall encourage recognition of the day by staff and students for the Veterans that have served the United States of America.

Any Wentzville School District support staff employees who are active in, or who have been honorably discharged from, the United States Military are welcome to attend the District's Veteran's Day celebrations without loss of pay. Any employee who wishes to participate in Veteran's Day celebrations must provide proof of United States Military service to Human Resources, and provide prior notification to administration at the building at which they plan to attend.

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

**WENTZVILLE FEDERATION OF SCHOOL RELATED EMPLOYEES,
LOCAL 4894, AFT (AFL-CIO)**

Heather Wagner

By: Heather Wagner, President

12/19/24
Date

WENTZVILLE R-IV SCHOOL DISTRICT

Katie Lyczak
By: Board President

12/19/24
Date