

FINAL

**Collective Bargaining Agreement Between De Soto School District #73
and De Soto Transportation Association- National Education Association**

July 1, 2019 - June 30, 2022

This agreement is by and between De Soto School District #73, hereinafter referred to as the "Employer", and De Soto Transportation Association- National Education Association, hereinafter referred to as the "Union".

This agreement herein in writing constitutes the full and complete agreement between the Employer and the Union and shall supersede any terms in previous agreements.

Section 1. Recognition and Unit Designation

Recognition: The Employer recognizes the Union as the exclusive representative of all employees in the bargaining unit described in Section 1 with respect to wages and other terms and conditions of employment.

Bargaining unit: The bargaining unit to which this Agreement is applicable is composed of transportation employees, including school bus drivers and bus mechanics. This unit excludes supervisory and confidential employees.

Section 2. Terms of Agreement

This Agreement between the Employer and the Union will be effective from July 1, 2019 through June 30, 2022, upon ratification by majority vote of the Union bargaining unit and ratification by the De Soto School District Board of Education. This agreement shall have no force or effect after June 30, 2022.

Section 3. Ground Rules

Both parties shall maintain this master document titled "Collective Bargaining Agreement". It may be modified from time to time by mutual agreement or unilateral action by the Board of Education. All subsequent additions, correction, modifications or deletions will be made in accordance with Missouri law. No changes will be made by the school district without using the collective bargaining process which requires consultation with DTA-NEA.

It is understood this document is not all-inclusive and that other Board of Education policies and established procedures may exist that pertain to the employees represented by DTA-NEA. It is further understood that all benefits of employment already established by the District, but not specifically addressed remain in effect.

On an annual basis, providing both parties agree prior to April 1st, written proposals may be exchanged during the terms of this agreement regarding the conditions of employment, with the exclusion of economic terms.

The District and DTA-NEA will each appoint a team to meet, discuss, and seek a mutual agreement on all proposals. The District's team shall consist of at least two administrators and two school board members. The DTA-NEA team will consist of members appointed by the local association president. The DTA-NEA has the right to be accompanied by a MNEA professional staff person at all meetings and this staff person shall have the right to speak during all discussions.

Although these meet and confer meetings could take place at any time, it is anticipated they will be held in the spring and acted upon before the District adopts a new budget. The date, time and location of such meetings will be by mutual decision of the superintendent of the district and the DTA-NEA president.

The DTA-NEA has the right to appeal any specific issue(s) to the full Board of Education. It is understood that "terms and conditions of employment" go beyond the scope of salary considerations.

The DTA-NEA has the right to use district facilities for normal Association meetings with the prior approval of the appropriate administrator.

The DTA-NEA has the right to use school mail or other non-intrusive means of communication with the members of this employee group so long as there is no disruption of the normal work routine.

The DTA-NEA's union advisor may also be on the district property provided his/her presence does not disrupt the normal work routine or interfere with the good operation of the school.

Section 4. Wages

Attached to this Agreement (as Attachment A) is the Bus Driver and Head Mechanic salary which will take effect July 1, 2019 through June 30, 2022.

Members of the bargaining unit will first be placed on the salary schedule based on their step respective to the 2018-2019 school year, then 1 experience step will be applied on Attachment A.

Members of the unit who are on steps 25-30 on the 2018-2019 salary schedule will be placed on step 25 on Attachment A.

Section 5. School Bus Driver Training

The district will continue to work with DTA-NEA and the Director of Transportation to ensure training provided on professional development days is representative of the needs of the

transportation department. DTA-NEA or the district may gather feedback from employees regarding training needs.

The district will work with the Director of Transportation and may solicited assistance from DTA-NEA to establish a uniform De Soto School District Bus Driver Training Program. This program may include training required by the Department of Transportation (DOT), legally required training, and training on district policies and transportation department procedures.

The district will provide the opportunity for additional drivers to complete instructor training. The district is looking into programs offered to complete the training. Cost and when the training is available to be completed will be factors in how many additional drivers may complete this training.

Section 6. Activity Trip Changes

If activity trips posted are changed to be less than the time indicated than the driver will receive a minimum of 3 hours of trip pay.

Section 7. Communication

The Employer shall not deal with Union members in any manner which is arbitrary, capricious, or discriminatory.

Any employee with concerns about safety will bring them to the Director of Transportation immediately. Any employee with concerns involving the transportation department or efficiency will bring them to the Director of Transportation in a timely manner.

Section 8. Representation

The Union members, by their choice, may be represented in job-related issues by the professional staff of the Missouri NEA.

Section 9. Budget Shortfalls

In the event of a budget shortfall, the District shall have the right to require the modification of the economic terms of this Agreement. If the District deems it necessary to modify, upon good cause, the economic terms of this Agreement, the District shall notify the Union and shall provide a period of thirty days during which the District and the Union shall bargain over any necessary adjustments to the economic terms of this Agreement. If, at the end of the thirty-day period, the District and the Union have been unable to agree upon modifications that meet the District's requirements, the District shall have the right, upon good cause, to make necessary adjustments on its own authority.

Section 10. Management Rights and Mandated Provisions

If Missouri Revised Statute 105.585 requiring the below terms is ever modified or repealed or is found to be invalid or unenforceable by the court of competent jurisdiction over the De Soto School District, then the conflicting portions of Section 10 shall immediately be null and void. Within 30 days, upon mutual agreement of both parties, negotiations may begin on a replacement provision.

10.1 Except to the extent specifically abridged by the express terms of this Agreement, the Union recognizes the right of the District to hire, promote, assign, direct, transfer, schedule, discipline, and discharge its employees. Further the Union recognizes that the right to make, amend, and rescind reasonable work rules and standard operating procedures shall remain exclusively vested in the District.

10.2 It is agreed that this Agreement expressly prohibits all strikes and picketing by employees of any kind. As used in this provision, the term "strike" shall include any refusal to perform services, walkout, sick-out, sit-in, or any other form of interference with the operations of any public body. Any employee who engages in any strike or concerted refusal to work, or who pickets over any personnel matter, shall be subject to immediate termination of employment.

10.3 It is agreed that the duty of fair representation by the Union is extended to employees in a bargaining unit.

10.4 Union representatives and employees are expressly prohibited from accepting paid time from the District (other than unused paid time off that was accrued by such employees) for the purposes of conducting labor organization-related activities concerning collective bargaining, including, but not limited to, negotiations, bargaining meetings, meet and confer sessions, and any other collective bargaining-related activity.

10.5 It is agreed that employees have an individual right to refrain from engaging in and supporting labor organization activity as well as an individual right to oppose labor organization activity.

Signatures:

Nathan Hummell, President

DTA-NEA

Date: _____

Jeffrey W. Russell

Jeff Russell, Board of Education President

De Soto #73 School District

Date: 6-20-19

Elaine Huskey

Elaine Huskey, Secretary Board of Education

De Soto #73 School District

Date: 06-20-19

By our signatures on the attached page, we are certifying that the above is an accurate description of the Agreement that was reached between the two teams. This is a tentative agreement and is not official until approved by the school board and ratified by DTA- NEA. This agreement is effective for three years beginning July 1, 2019 through June 30, 2022.

District Team:

Tammy M. Mulford
For the
J. M. M.
Jeffrey W. Russell

DTA- NEA:

[Signature]
Kim L. B.
Eal L. Hefner

Attachment A

Transportation Salary Schedules—July 1, 2019- June 30, 2022

Bus Drivers

Step 1	12.00
Step 2	12.36
Step 3	12.56
Step 4	12.77
Step 5	13.08
Step 6	13.39
Step 7	13.70
Step 8	14.01
Step 9	14.32
Step 10	14.63
Step 11	14.94
Step 12	15.24
Step 13	15.55
Step 14	15.86
Step 15	16.17
Step 16	16.48
Step 17	16.79
Step 18	17.10
Step 19	17.41
Step 20	17.77
Step 21	18.13
Step 22	18.49
Step 23	18.85
Step 24	19.21
Step 25	19.51

Head Mechanics- After July 2018

Step 1	15.57
Step 2	15.75
Step 3	15.93
Step 4	16.11
Step 5	16.29
Step 6	16.47
Step 7	16.64
Step 8	16.83
Step 9	17.01
Step 10	17.19
Step 11	17.37
Step 12	17.55
Step 13	17.73
Step 14	17.91
Step 15	18.09
Step 16	18.27
Step 17	18.45
Step 18	18.62
Step 19	18.81
Step 20	18.98
Step 21	19.17
Step 22	19.34
Step 23	19.53
Step 24	19.62
Step 25	19.72
Step 26	19.83
Step 27	19.92
Step 28	20.02
Step 29	20.12
Step 30	20.22

Head Mechanics- Before July 2018

Step 1	16.13
Step 2	16.32
Step 3	16.50
Step 4	16.69
Step 5	16.87
Step 6	17.06
Step 7	17.24
Step 8	17.44
Step 9	17.62
Step 10	17.81
Step 11	17.99
Step 12	18.18
Step 13	18.36
Step 14	18.55
Step 15	18.74
Step 16	18.92
Step 17	19.11
Step 18	19.29
Step 19	19.48
Step 20	19.66
Step 21	19.86
Step 22	20.04
Step 23	20.23
Step 24	20.33
Step 25	20.44
Step 26	20.54
Step 27	20.64
Step 28	20.73
Step 29	20.84
Step 30	20.94

Bus Drivers will receive a 10 cent increase per year after step 25 for the next 10 years of service with the maximum being \$1.00. Current drivers on step 25 or greater will be placed on step 25 for the 2019-2020 year, they will not receive 10 cents for each year over 25 currently. They will continue to receive 10 per year for each year worked after the 2019-2020 school year.

Mechanics will receive a 10 cent increase per year after step 30 for the next 10 years of service with the maximum being \$1.00

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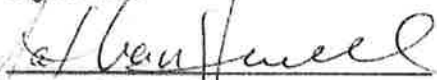
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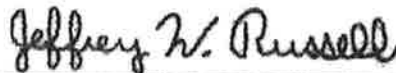
Signatures:



Nathan Hummel, President

DTA-NEA

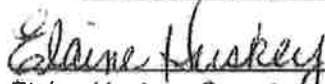
Date: 6/21/19



Jeff Russell, Board of Education President

De Soto #73 School District

Date: 6/21/19



Elaine Huskey, Secretary-Board of Education

De Soto #73 School District

Date: 06-20-19