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AGREEMENT
BETWEEN
THE PARKWAY BOARD OF EDUCATION
AND
COMMUNICATIONS WORKERS OF AMERICA
(CWA)

July 1, 2006 To Expire On Midnight June 30, 2009

First Year Wage Plan: July 1, 2006 – June 30, 2007
Second Year Wage Plan: July 1, 2007 – June 30, 2008

TABLE OF CONTENTS

INTRODUCTION AND SIGNATURE PAGE

Single Agreement	1
ARTICLE I Union Membership/Check-Off	2
ARTICLE II Union Representation/Release Time	3
ARTICLE III Grievance and Work Related Complaint Procedures	5
ARTICLE IV Management of the School District	9
ARTICLE V Hours of Work	10
ARTICLE VI Overtime	11
ARTICLE VII Wages	13
ARTICLE VIII Performance Development Program	15
ARTICLE IX Classifications	16
ARTICLE X Probationary Employees	17
ARTICLE XI Holidays	18
ARTICLE XII Vacations	19
ARTICLE XIII Personal Days – Sick Leave	20
ARTICLE XIV Leaves of Absence	22
ARTICLE XIV Transfers, Promotions and Layoffs	24
ARTICLE XVI Salaried Non-Bargaining Unit Employees	26
ARTICLE XVII Insurance and Pension	27
ARTICLE XVIII Non-Discrimination	30
ARTICLE XIX Failure To Report To Work/Contact Information	30
ARTICLE XX Health and Safety/Equipment and Uniforms	30
ARTICLE XXI Agreement Termination Date	31
WAGE SCHEDULES	
APPENDIX A and APPENDIX B	32

INTRODUCTION

Representatives of the Parkway School District Board of Education and the representatives of the Communications Workers of America (CWA) have reached the following agreements through a meet and confer process. As required by Missouri Revised Statute, Section 105.520 RSMo, representatives of the Board of Education have met, conferred and discussed proposals presented by the exclusive bargaining representative to the District (CWA) - a process which differs from a collective bargaining process - resulting in this mutual agreement. We hereby submit these articles to the Board and to the CWA membership for consideration and recommend their acceptance. The Board and the Union shall provide to each other appropriate evidence of final action.

For the District

For the Union

date of signing _____

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AGREEMENT BETWEEN
THE PARKWAY SCHOOL DISTRICT
AND
LOCAL 6355
COMMUNICATIONS WORKERS OF AMERICA

This Agreement, made and entered into by the Parkway School District hereinafter for convenience designated as the "School District" and Local **6355**, Communications Workers of America, CWA, hereinafter for convenience designated as the "Union".

The District and the Union agree that mutual cooperation is in the best interests of the District, the students and employees of the District. The District and the Union will continue efforts to engender cooperation.

In consideration of material promises set forth, said parties agree each with the other as follows:

The School District hereby recognizes the Union as exclusive representative for all employees in the two units hereinafter described, Public Case Number R96-025, Custodial and Warehouse Employees and Public Case Number R96-004, the Maintenance and Grounds Employees by the State of Missouri State Board of Mediation.

The Union hereby recognizes the District as a political subdivision created under the laws of Missouri (RSMO), which is receiving funding from federal, state, and local taxes, whose employees are prohibited by law from participating in any job action.

SINGLE AGREEMENT

By consent of the parties hereto and by consent of the employees in both of said Units, this single agreement is made for the employees in both Units.

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ARTICLE I

UNION MEMBERSHIP/CHECK-OFF

- A. All employees who have signed Union membership cards will begin paying uniform membership dues and initiation fees on or after the thirty-first day following either the effective date of the Agreement or the date of the beginning of their membership in the Union, whichever such date shall later occur.
- B. Upon receipt of an individually and voluntarily signed check-off authorization card or COPE card, the School District agrees to deduct initiation fees, agency fees, and/or dues in accordance with such authorization. The School District for said employees who are Union members or unit employees who are paying dues, shall deduct on a per pay period basis, the Union membership dues for that pay period and promptly remit the same to the duly designated office of the Union. The initiation fee of the Union, if any, shall be deducted by the School District and remitted to the duly designated office of the Union in the same manner as dues collected. Each such signed request shall be irrevocable for a period of one (1) year or the termination date of this Agreement, whichever shall occur sooner.
- C. Employees who return from an unpaid leave of absence shall have dues deduction automatically reinstated upon return to work, providing their individual written and signed authorizations for the deduction of such amounts are still active and within the period of irrevocability.
- D. The School District will send the Union each quarter a list of the Bargaining Unit Employees showing the employees' names, assigned areas, job classifications, shifts or hours of work, and rates of pay.
- E. The School District will provide the Union each month a list showing employees terminated or quit to enable the Union to update its records.
- F. The Union will indemnify, defend and save the School District harmless from any claims, suits, demands or other forms of liability that result from the School District's compliance with the terms of this Article.
- G. If a dispute arises as to the meaning or application of any term or provision of this Article, such dispute shall be handled as a grievance under the grievance procedure of this Agreement

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ARTICLE II

UNION REPRESENTATION/RELEASE TIME

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- A. It is agreed that the Union may choose one Steward and one Chief Steward for each of four (4) district attendance areas who may represent any bargaining unit member as stipulated in this agreement.
- B. The School District will allow a maximum of eight (8) hours per week of release time for a designated Union Officer to conduct Union business as may be necessary. The following provisions will govern the use of this release time:
- The School District in cooperation with the Union will establish the day(s) and time(s) of such release. Although changes may occur, it is the intention of both parties to maintain a consistent schedule of release time for the purpose of conducting Union business.
 - The Union will designate the officer to be released within 15 days of the incumbent change by election or appointment.
 - Release time will not exceed eight (8) hours per week and shall not be less than two (2) consecutive hours in any one day.
 - Changes to the agreed upon schedule or to the designated Union Officer will be limited to five (5) times per year unless approved by District management.
 - Reimbursement to the School District will be made on a quarterly basis beginning July 1st of any year. The rate is adjustable each year based on the wage and benefit increase as documented by the District and consistent with this Agreement.
 - Release time that is voluntarily sacrificed by the Union will not accrue.

The Union will reimburse the School District at the average wage plus benefit rate for the work classification of the designated Union officer. A temporary change (less than two consecutive months) in the designated officer will not affect this reimbursement amount. All Union business will be conducted during this specified release time or be completed “off-the-clock.” All fact gathering for disciplinary and grievance meetings with Union/bargaining unit members shall be conducted at a time and in a manner that does not disrupt productivity or produce disruption or distractions to the work environment or to other employees. Investigations of grievances may not interfere with student or instructional services at any time.

- C. The administration will comply with all reasonable requests from the Union for release time, with pay, to attend Union conventions or to attend other off campus association business meetings up to an aggregate total of ten (10) days during the fiscal year (July 1 to June 30th). A formal written request must be submitted to and approved by the Director of Human Resources and the Division Administrator at least 10 working days prior to the requested leave. Association representatives will be released, without loss of pay, when such activities are scheduled and approved to occur during working hours. This aggregate release time will not accrue from one year to another.

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- D. Leaves of Absence For Union Business - Any employee elected to a state or national position, requiring full time service, may request a leave of absence, without pay, for the term of the office. At the end of the term of office, the employee will resume the same assignment held at the time of the leave request or an equivalent position. The employee will return to the same level of seniority, which he/she had at the time the leave was granted.
- E. At any meeting that employee attendance is mandated by a supervisor or administrator and could potentially result in written disciplinary action, the employee has the right to have a Union representative present upon request. Management can, however, suspend an employee *with* pay without representation *pending investigation* with subsequent notification made to the Union.
- F. In cases of inspections of employee work which could result in *demotion* or *termination*, the employee has the right to (a.) be present during the inspection, and, (b.) have a Union rep present during the inspection if a rep is available.
- G. The Union will not reimburse the District for any time a Union Rep spends in any meeting called by management including DISCIPLINARY meetings or GRIEVANCE meetings.

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ARTICLE III

GRIEVANCE AND WORK RELATED COMPLAINT PROCEDURES

A. Purpose

The purpose of the grievance procedure shall be to settle equitably, at the lowest possible administrative level and at the earliest possible date, issues which may arise from time to time; with respect to the terms and conditions of employment as outlined in this Agreement. It is recognized that differences in the supervision and operation of the schools/departments in the School District may occur in order to provide the services required.

B. Definitions

1. *Grievance* - A grievance is an allegation based upon action taken by management or an event or condition which affects the terms and conditions of employment and which allegedly constitutes a violation, misinterpretation, or inequitable application of the terms of this Agreement or a Board of Education Policy or Policy Guideline.
2. *Work Related Complaint* – An employee’s concern with an aspect of his/her employment, working conditions or department policies not in conflict with this Agreement, Board Policies/Guidelines, state or federal law may be brought by an employee or by a union rep on behalf of an employee. Complaints should be reported to an employee’s immediate supervisor or the next level of supervision. If the response is unsatisfactory to the employee, at the first level, the employee may appeal up one and only one level to the next level supervisor. Work Related Complaints may not be appealed to the Board of Education. If the worker requests a written response, it shall be provided within five (5) work days by the appropriate supervisor/manager. Unless a worker specifically requests a written response, no written response will be provided.
3. *Grievant* – Any CWA bargaining unit member that files a grievance.
4. *Representative* – A Union representative designated by the Union to act either with or for the grievant throughout the grievance or complaint procedure.

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C. Procedures

Representation

The grievant shall have the right to request Union representation at all levels of the grievance and complaint procedure. Any time spent in Grievance hearings during Union Officers' normal work time will be School District paid time including travel time to and from grievance hearings.

Non-Grievance

The following shall be considered non-grievable:

1. Oral reprimands
2. Issues that are expressly between bargaining unit employees
3. Starting salaries of new hires or rehires to the bargaining unit
4. Board of Education policies (except those that may be in direct conflict with a provision contained within this Agreement)
5. Performance Development Plans
6. Anything that falls outside the scope of this Agreement.

D. Grievance Process and Timeline

A grievance shall be brought to the attention of the work area supervisor within five (5) work days of the incident or occurrence or knowledge of the incident or occurrence. Notification of the supervisor can be by e-mail, fax, voice mail or any other type of effective communication. The conference with the supervisor shall be held within seven (7) work days of the precipitating incident. Every effort should be made by the employee and the supervisor to find a mutually acceptable solution.

If the employee is not satisfied with the results of this informal discussion, a formal grievance may be filed with the Department Manager.

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2 LEVEL ONE – DEPARTMENT MANAGER
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4 Within five (5) workdays of the employee-supervisor meeting, the Union may file a formal written
5 grievance with the Department Manager and Manager of Human Resources detailing the act or
6 condition which is alleged to have occurred in violation of the Agreement and requesting a conference
7 with the Manager. This conference shall be held within seven (7) work days of the Manager’s receipt
8 of the written grievance. All efforts shall be made to mutually resolve the complaint at this level. The
9 Manager shall, within five (5) work days of the conference respond, in writing, to the employee and the
10 Union.

11
12 LEVEL TWO – DEPARTMENT DIRECTOR
13

14 If the employee is not satisfied with the results of the disposition offered at Level One, the Union shall
15 present the grievance, in writing, to the Department Director within five (5) work days of the Level One
16 conference. Again, all efforts shall be made to resolve the issue in a cooperative manner. The Director
17 shall, within five (5) work days respond, in writing, to the employee and the Union.

18
19 LEVEL THREE – DIVISION ADMINISTRATOR
20

21 If the employee is not satisfied with the disposition made at Level Two, the Union shall file a grievance,
22 in writing, with the Division Administrator or Designee within five (5) work days after the disposition at
23 Level Two. The Division Administrator shall investigate the matter and meet and confer with the
24 employee at a time that is mutually convenient. The meeting will be held within five (5) days of receipt
25 of the appeal. Following the meeting, the Division Administrator will provide the grievant with a written
26 response to the grievance within three (3) days after the meeting, and a copy of the response to the
27 grievant’s representative.

28
29 LEVEL FOUR – BOARD OF EDUCATION
30

31 If the employee is not satisfied with the decision rendered by the Division Administrator or Designee, an
32 appeal, in writing, may be made to the Board of Education within five (5) work days after the
33 disposition at Level Three requesting a formal hearing. Within fifteen (15) work days after such a
34 request, the Board, at its option in executive session, may conduct a hearing with the employee and
35 his/her Union representative. The Board, by official action, at its next regular meeting following the
36 hearing will transmit its answer to the grievance. The Decision by the Board of Education is final and
37 binding.

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39 E. Forms for Filing Grievances
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41 Appropriate Grievance forms shall be used in the processing of all written grievances.

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F. Rights and Responsibilities of Interested Parties

No reprisals of any kind shall be taken by any party to this procedure against any party, any witness, or any participant in this grievance procedure by reason of such participation.

G. Adherence to Time Limits

Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that level. Failure by management to respond within specified time limits shall result in the grievance being moved to the next level.

H. Suspension and Termination

Prior to an employee being discharged, the employee will be suspended pending investigation of the cause for such action. Upon such suspension, a written notice of suspension will be sent to both the employee and the Union. Within three (3) work days, the employee or his/her Union representative may file a formal grievance at Level Three with the Division Administrator or Designee. The Division Administrator will confer with the grievant and/or his/her representative within two (2) work days of receipt of the grievance. Following review and investigation, the administrator will send a written notification of his/her decision to the grievant and the Union within two (2) work days of the conference. If a formal grievance is not received within three (3) work days, the employee may be discharged at the discretion of management.

I. Grievance Training

The District will provide joint training on the grievance process to all management and CWA shop stewards by May 30, 2006.

J. Grievance Process Review and Evaluation

The grievance process will be reviewed by management and the Union on July 1, 2007.

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ARTICLE IV

MANAGEMENT OF THE SCHOOL DISTRICT

- A. Management Clause: The management of the School District, including but not limited to, the establishment of rules and policies, the direction of the working forces, the right to hire, suspend or discharge, and the right to relieve employees from duty and to transfer employees from one duty to another, is vested exclusively in the School District. The foregoing will not be used for the purpose of discrimination against any employee. The employer shall provide a letter explaining the circumstances surrounding the action to the employee.

- B. Building or Shift Change Two-Week Notification: Employees being transferred for periods in excess of two (2) weeks between buildings or involving a shift change of more than two (2) hours will be given at least two (2) weeks' prior written notification unless it is to meet the restrictions of a light duty assignment or the move is mutually agreed to. For moves that do not meet the above requirements and are the result of disciplinary action or Administrator request the employee retains the right to grieve the lack of notification.

Seniority will prevail on lateral job transfers or shift changes.

- C. Communication: It is the intent of the School District to provide the means by which Union officers and School District administrators can regularly communicate with members of the Union. Management and Union officials will meet as needed to review means and methods and resolve any issues that may act as impediments to successful two-way communications.

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4 **ARTICLE V**

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6 **HOURS OF WORK**
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8 The standard working day for employees shall not exceed eight (8) hours per day, unless waived by
9 employee-management agreement, beginning at their regularly scheduled starting time, and their
10 standard working week shall not exceed forty (40) hours per week. All paid hours will be counted as
11 hours worked. All time worked by employees in excess of the above shall be paid as overtime. All
12 Union bargaining unit employees shall utilize the same system for reporting hours worked. Management
13 may, for the purpose of testing a method or system, or during implementation of a system, use a
14 different method of reporting hours worked.
15

- 16 A. Lunch Period - Each employee working at least a six continuous hour day will be provided
17 a 30 minute, unpaid lunch period. The time established for this period may be set by the
18 employee's supervisor, but will occur normally at the mid-point of the workday. Occasional
19 exceptions to this mid-point guideline will be permitted at the employee's discretion in cases
20 where the efficient, orderly, and safe operation of District facilities is involved. In cases of
21 suspected abuse, the employee's supervisor may require prior notice of exceptions when
22 reasonably possible. Lunch periods are for the reason stated and shall not be used for
23 make-up time.
24
- 25 B. Rest Periods - There shall be two fifteen-minute rest periods during a six continuous hour or
26 longer workday; one at approximately mid-point between starting time and lunch period,
27 and the second at approximately the mid-point between lunch period and end of the
28 workday. Employees working less than a six-hour day will receive one fifteen-minute rest
29 period at approximately the mid-point of the workday. Rest periods are for the reason
30 stated and shall not be used for make-up time. The fifteen-minute break begins when time
31 on assigned task ceases. Employees shall be at their workstation at the end of the fifteen
32 minute period. Reasonable allowances for extra time may be permitted by the District for
33 employees whose job assignment is remotely located in relation to rest facilities. The same
34 guidelines regarding employee discretion in the timing of lunch periods will also apply to rest
35 periods.
36
- 37 C. Summer/Seasonal Work - The District may adjust working schedules/hours based on
38 seasonal work requirements. During the summer break, the District will make every effort
39 to keep employees on their preferred shift based on seniority. On non-school days,
40 employees may be offered a change in shift to work at their option. In order to maximize
41 departmental efficiencies, department managers may establish work schedules for their
42 employees that may be adjusted from time to time as conditions change.
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2 **ARTICLE VI**

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4 **OVERTIME**

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8 A. Hours worked in excess of the standard work-day and standard work week as set forth in
9 Article V shall be paid for at one and one-half (1.5) times the employee's hourly earned rate for
10 the week in which the overtime occurs. No employee shall receive both daily and weekly
11 overtime pay for the same hours worked. The employee may indicate their preference to
12 accept comp time at 1.5 hours for each overtime hour worked in lieu of overtime pay.
13 However, the School District reserves the right to make the final decision.
14
- 15 B. Overtime at a school or building will be offered by seniority first to employees who normally
16 work in that school or building. If workers assigned at a school/building are not available for
17 overtime, employees will then be offered the overtime by seniority within the department.
18 Overtime opportunities that are known will be posted no later than 7:00 a.m. Wednesday for
19 the following weekend in a location accessible to all eligible employees. Employees may
20 volunteer to be "On Call" for emergencies and will receive preference based on their seniority
21 when emergency work arises. Employees who take any leave without a 5-day notice to their
22 supervisor, unless waived by their supervisor, will lose all seniority rights to bid overtime for the
23 remainder of that week in addition to the following Sunday after the absence occurs. Employees
24 may bid on up to eight (8) hours of overtime on a daily basis.
25
- 26 C. Holidays and over twelve (12) hours - double time.
27
- 28 D. Except in emergencies, employees shall be informed of their specific job assignment no later
29 than Wednesday for Saturday and Sunday overtime work. The School District will attempt to
30 give as much advance notice as possible of overtime. *Emergency* is defined as "*Imminent*
31 *damage to School District property, risk to health or safety of occupants, or high*
32 *expectation of cancellation of scheduled classes.*" The School District will not force
33 employees to risk their health or safety or to perform a task for which they have not been
34 trained or are not qualified to perform.
35
- 36 E. Employees specially called in for emergency work will receive four (4) hours call-in pay or
37 hours worked whichever is greater. Employees scheduled for overtime work will be paid for
38 actual hours worked.
39
- 40 F. Telecommute - The District agrees that at a worker's discretion, when emergency call in work
41 can be performed without reporting to a school district facility, for each emergency call in, overtime will
42 be paid in the amount of two hours call in time or the actual number of hours worked, whichever
43 amount is greater. If an off-site effort proves unsuccessful, and a worker ultimately needs to report to
44 the school district facility to perform the work, overtime will be paid in the amount of a minimum of
45 four hours call in time or actual hours worked on-site (whichever is greater) in addition to the
46 actual hours worked in the effort off-site.
47
- 48 G. Workers who spend time supporting school district emergency work by telephone or other

1 communication device without reporting to a school district facility will be paid overtime for the
2 actual amount of time spent in the effort with a quarter hour minimum guarantee and all greater
3 amounts of time to be rounded off to the next quarter hour.
4

- 5 H. If an overtime assignment is a continuation of a job assignment in progress or a situation where
6 uncompleted work could create an emergency situation, the employee already performing the
7 work may be required to complete the task on an overtime basis. In extreme weather conditions
8 including heavy snow, heavy rain, etc., employees will be given adequate break periods
9 negotiated with the Union.
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ARTICLE VII

WAGES

A. Classifications, Progressions and Wage Rates

See *Appendix A* for the appropriate step schedules for each job classification within the Unit for the 2007 Fiscal Year (July 1, 2006 through June 30, 2007 inclusive). All new hires shall start at step 1 of the appropriate step schedule unless prior verifiable work experience, skills, education, and/or certifications warrant advanced placement on the schedule as directed by Board of Education Policy. The School District has the exclusive right to review and determine starting salaries.

See *Appendix B* for the responsibility pay schedules for the 2007 Fiscal Year (July 1, 2006 through June 30, 2007 inclusive). The School District will determine the number of positions eligible for responsibility pay, eligibility criteria and the duties of the position.

For the 2008 Fiscal Year the annual increase for all bargaining unit employees employed by the District on July 1, 2007 shall be 3.3%.

B. Licensed Positions

To maintain existing wage differentials for District-approved licensed positions, which require specialized training and/or licensing, if the following positions are active on July 1, 2006, and July 1, 2007, respectively, the incumbents will receive annual increases as listed:

	<u>2006 – 2007</u>	<u>2007-2008</u>
Licensed Electrician	3.7%	3.3%
Licensed Plumber	0.0 %	3.3%

The School District has the exclusive right to review and determine starting salaries for licensed positions. The Union will be advised of the starting rates for approved-to-fill licensed positions as determined by the School District based on current market rates and conditions. The School District will determine the number of licensed positions based on the needs of the District. The Licensed Roofing Technician will be paid on the Carpentry classification step schedule.

C. Pay Periods

Employees are paid every other Friday, with this exception: When a payday falls during a scheduled holiday or school recess, checks will be issued on the employee's last working day prior to the holiday.

Paychecks may not be obtained prior to the established date. If an employee is on vacation or absent from work on a specific payday, the employee may request the Payroll Office to mail his/her check to someone else.

A payroll check will be released only to the actual employee unless the employee authorizes in

1 writing that its release should be made to someone else.
2

3 D. Direct Deposit
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5 Employees hired after July 1, 1998 will have mandatory direct deposit for payroll. As part of
6 the pre-employment process, candidates who do not have a bank account will be required to
7 apply for a bank account at Vantage Credit Union or at a bank of their choice. If and only if the
8 application is denied and the District provided with written proof of denial, will the District
9 waive the direct deposit requirement for a new hire.

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ARTICLE VIII

PERFORMANCE DEVELOPMENT PROGRAM

- A. The Union and the Parkway Board of Education agree that performance reviews can and should be a productive, growth development process for employees. To this end, Performance Reviews between management and bargaining unit members will be conducted in a manner that promotes fairness and trust through an ongoing dialogue.

Performance Reviews should communicate:

- current work attitude and performance,
- attainment of District standards and professional expectations,
- skill training and development opportunities,
- strategies for improvements and/or growth,
- feedback from the employee back to the supervisor.

- B. Bargaining unit members, upon hiring, and as may be necessary, will be informed of the methods and procedures used in conducting a performance review. Likewise, new hires will be provided a copy of the job description, *Parkway Support Staff Standards of Professional Practice* and any applicable safety directions that apply to their position. Staff who conduct or contribute to performance reviews will be trained as to ensure the integrity and fairness of the process.

- C. New hires will be formally evaluated after 60 working days and once again after one year. Employees with more than one (1) year of service will participate in performance development discussions not less than one time per year.

Those employees who fail to meet performance expectations will be placed on a Performance Improvement Plan, which will be reviewed with the employee within 60 workdays and judged “continued” or “completed” by the employee’s supervisor.

- D. Employees who are “continued” on a Performance Improvement Plan have the right to be represented by the Union during subsequent performance discussions.

- E. Corrective Action - When any type of corrective action is taken by management including progressive discipline or the placement of an employee on a Performance Improvement Plan, the following action is available to the employee. If the employee successfully addresses and corrects the problem in the eyes of management, and there has been no reoccurrence of the identified problem within eighteen (18) months, the employee may contact his/her supervisor and request a memo recognizing that the employee has corrected the problem and maintained improvement over a significant period of time. A copy of this memo shall be retained in the employee’s personnel file along with the original correction notice. The memo shall also be distributed to the recipients of the original correction notice.

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ARTICLE IX
CLASSIFICATIONS

- A. When employees are asked to work outside of their normal work classification (except in job training opportunities) employees will be paid at the first step above their current wage rate in the classification of the work being performed. The higher rate will commence on the 1st day of work outside their current classification. This wage increase, however, will not be less than 2 percent.

- B. Employees cannot be sent home due to lack of work. However, employees may elect to clock out without repercussion instead of accepting work outside their classification.

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ARTICLE X

PROBATIONARY EMPLOYEES

- A. Regular year-round employees, during the first ninety (90) working days of employment, shall be regarded as "probationary" employees and time worked during the probationary period shall be cumulative in any case where it is interrupted by layoff for lack of work, which does not extend more than thirty days.
- B. Probationary Employees may be discharged or laid off at any time without written notice and this shall not constitute a grievance.
- C. The length of service shall include the probationary period.

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ARTICLE XI

HOLIDAYS

A. All full time, regular, and part-time classified employees will be provided their normal pay for all District holidays provided those holidays fall during the employee's employment period. The paid holidays to be observed are: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

B. In order to receive holiday pay, the employee must work their last scheduled day before and their next scheduled day after a holiday.

Exception to the above can be given by the School District.

C. Employees who work on any of the holidays listed in Paragraph 1 of this Article will receive pay for such work performed on that day in accordance with Article VI, Section C in addition to holiday pay, if eligible.

Except for emergencies, no employee will be required to work any holiday. No employee shall be disciplined or denied pay for refusing to work when called in on a holiday.

1
2 **ARTICLE XII**

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4 **VACATIONS**

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8 A. Vacations may be taken as earned. Employees shall not be required to return to work while on
9 vacation, but will have the option to do so when asked.

10
11 B. All full- and year round part-time employees are eligible for paid vacation. A full time employee
12 works at least 35 hours per week and at least 10 months or 215 working days including
13 holidays per year. Part-time employees shall earn vacation equal to the length of their scheduled
14 workday. Vacation will be granted at the following rates:

15
16 1. 0 through 5 years of service - 10 days per year, or .83 days per month for employees
17 working less than a 12 month period, not to exceed 80 hours.

18
19 2. 6 through 10 years of service - 15 days per year or 1.25 days per month for employees
20 working less than a 12 month period, not to exceed 120 hours.

21
22 3. 11 through 20 years of service - 20 days per year or 1.66 days per month for
23 employees working less than a 12 month period, not to exceed 160 hours.

24
25 4. 21 years of service or longer - 25 days per year or 2.08 days per month for employees
26 working less than a 12 month period, not to exceed 200 hours.

27
28 C. Vacation will be earned on a monthly basis starting with the first day of employment in the
29 current employment period, and the years of service will be determined on the anniversary date
30 of the last date of employment. New employees accrue vacation leave but are not eligible to
31 use the accrued days until they have been employed six (6) months. All vacation time must be
32 approved by the employee's supervisor.

33
34 D. Employees whose term of employment is twelve (12) months and earning vacation in one (1)
35 fiscal year must use the earned vacation within the first six (6) months of the following fiscal
36 year. Any vacation previously earned, but not taken within this 18-month period, will be lost
37 without compensation. Any remaining vacation from the previous school year must be scheduled
38 prior to September 1st or the vacation time will be scheduled at the discretion of management.

39
40 Employees whose term of employment is less than twelve (12) months and who are eligible for
41 the vacation benefit must take this earned vacation between the first and last day of their
42 employment period; and such earned vacation may not be carried over from one employment
43 term to another. Any vacation earned but not taken during the employment term will be lost
44 without compensation.

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46 **ARTICLE XIII**

1 **PERSONAL DAYS - SICK LEAVE**

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6 **Personal Days**

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8 Requests for personal leave with pay, not in excess of three (3) days per fiscal year, may be
9 approved for personal business, (but cannot be used for or in conjunction with vacations,
10 holidays or recreational purposes), if such business cannot be handled at times other than during
11 the employee's regular employment hours. For new hires, the three personal business days will
12 be prorated by quarter according to Board of Education policy. Personal Days must be applied
13 for at least five (5) working days in advance of the absence without a reason being provided by
14 the employee. If the employee seeks to take a personal day short of the five-day notice
15 requirement, the supervising administrator will require an explanation or documentation of the
16 circumstances for the request in order to make an informed decision. This informed decision
17 will be based on the merits of the request and the operational interests of the District.

18
19 **Sick Leave**

- 20
21 A. All employees shall earn sick leave, equal to the length of the scheduled workday, at a rate of ten
22 (10) days per year for a twelve (12) month employee or prorated for less than twelve (12) months,
23 not to exceed eighty (80) hours per year. Sick leave may be used when needed for illness or
24 quarantining of employees.

25
26 Sick leave can be accumulated to a maximum of 260 days, not to exceed 2080 hours. Employees
27 who have exhausted all sick leave because of a serious illness may make a direct appeal to the
28 Superintendent for additional paid time.

- 29
30 B. If an employee terminates employment before completing ten (10) months of service and has taken
31 ten (10) days of sick leave with pay, an adjustment will be made in the final pay check in an amount
32 to reimburse the District the number of sick leave days paid for in excess of the number of months
33 worked. Sick leave is accrued on a monthly basis. New employees accrue sick leave, but are not
34 eligible to use the accrued days until they have been employed three (3) months. Doctor's
35 statements will be required for sick leave absences of three (3) days or more. Doctor's statements
36 may be required at the supervising administrator's discretion for sick leave of less than three (3)
37 days.

- 38
39 C. Absence due to illness in the immediate family -- spouse, parents, brothers, sisters, children,
40 grandparents -- or any person, who is wholly dependent upon the employee, is limited to a
41 maximum of ten (10) days annually. Absences used for this purpose will be reduced from the
42 employee's sick leave.

43
44 If illness occurs to others of close relationship or connection, absences, if requested, may be
45 approved by the Superintendent of Schools within the same ten (10) day limitation. Leave in excess
46 of ten (10) days annually may be approved by the Superintendent of Schools.

- 47
48 D. An employee should call their department supervisor or Department Attendance Secretary as early

1 as possible, but no later than 15 minutes before their scheduled starting time, to report his/her
2 absence due to illness. Leaving a voice mail message regarding your absence is not considered
3 *notification* – you must speak directly to a supervisor or Department Attendance Secretary on the
4 day of the absence even if you left a voice mail earlier in the day. The employee may be requested
5 to provide a physician's statement indicating the reason for the absence and/or certifying the
6 employee is physically able to resume his/her work duties.

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ARTICLE XIV

LEAVE OF ABSENCE

A. Jury Duty

Absences with pay may be allowed for jury duty or court appearance due to subpoena as a witness. However, the employee will not receive pay if pursuing legal action against the District or its interests, or if called as a witness on the employee's own behalf in an action in which he/she is a party. A request for such an absence should be submitted to the employee's supervising administrator and forwarded to the Human Resources office five (5) days prior to the absence.

B. Military Leave

Leave to serve in any component of the Armed Forces of the United States is in accordance with Board of Education policy and state and federal law.

C. Bereavement Leave

It is the policy of the Board of Education to grant a bereavement leave with pay in an amount not to exceed five (5) days for each death in the immediate family -- spouse, parents, parents-in-law, brothers, sisters, children, grandparents, grandchildren -- or any person who is wholly dependent upon the employee. However, if extenuating circumstances, such as travel needs and funeral arrangements require the employee to be absent more than five (5) days, additional leave with full pay may be approved by the Superintendent. If death occurs to others of close relationship or connection, absence, if requested, may be approved by the Superintendent of Schools.

D. Leave For Child Rearing

Leave covered under the Family Medical Leave Act (FMLA) shall be granted to employees qualifying for such leave. Eligible employees shall be granted all benefits covered under the Act.

In addition, leave may be granted to any full time regular employee for purposes of rearing his/her child under the age of two (2) years. Application for leave shall be made to the Human Resources Department at least four (4) weeks prior to the planned date of commencement of the leave. Leave may continue for:

1. A portion of the balance of the current school year.
2. The balance of the current school year.
3. The balance of the current school year and the entire succeeding school year.

Neither salary nor fringe benefits will be paid during the leave. Upon return to the School District, the employee shall be reinstated in a position for which he/she is qualified.

E. Leave for Other Reasons

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Leave for other reasons may be granted without pay for a period not to exceed one (1) year. Application for leave shall be made to the Human Resources Department. Upon return to the School District, the employee shall be reinstated in a position for which he/she is qualified.

F. Leave for Adoption

Leave covered under the Family Medical Leave Act (FMLA) shall be granted to employees qualifying for such leave. Eligible employees shall be granted all benefits covered under the Act. In addition, a leave for adoption of a child two years of age or younger will be granted to any full time or regular employee. Application for adoption leave shall be filed with the Human Resources Department at the time the employee is approved for adoption privileges. The leave will commence as soon as the child has been released to the care of the adoptive parent(s).

The provisions and reinstatement shall be the same as for Leave for Child Rearing.

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ARTICLE XV

TRANSFERS, PROMOTIONS AND LAYOFFS

A. Length of service in the School District will be the determining factor in promotions, transfers, or changing employees' job classifications within the unit, provided the following two (2) factors are relatively equal:

1. Qualifications. - Ability to meet the qualifications and perform the essential job duties as outlined in the position job description. (Temporary assignment to the position will not be a factor when evaluating candidates.)
2. Performance Evaluations. Upon obtaining the employee's written permission, the Union will be permitted access to any and all performance related materials used in making a promotion, transfer, or reclassification decision.

All new job postings and shift assignments shall be posted. All postings shall be on all mutually approved bulletin boards designated for the Union by the School District. All employees will be entitled to apply for all job postings, which will be posted for at least five (5) working days. Efforts will be made to place returning employee in original or an equivalent job, which he/she left. Management has the right to set limits on the percentage of family members in small departments. When technical experience, skills and other pertinent qualifications are reasonably equal, employees within the bargaining unit will be transferred over outside new hires for positions within the bargaining unit. Management's selection decision is non-grievable due to the confidential nature of collateral personnel issues which may be involved in such decisions. However, workers may pursue additional discussion through the complaint process.

In the case of an employee-initiated transfer into a new work classification, the employee will be allowed to return to his/her former classification if such a move is requested by the employee within twenty-five (25) working days of the transfer and a position within that classification is open. Management can return an employee to any position (at the former classification and at the former rate of pay) within ninety (90) working days of the transfer should work performance be judged unsatisfactory. In either case, the employee returned to a former classification should not suffer any loss in the conditions of employment from the originally held position.

B. All vacancies occurring between the opening of school and June 1st will be listed by the Human Resources Department postings in the operating departments and schools and on all bulletin boards designated for Union. Vacancies occurring from June 1st until the opening of school will be posted in the Human Resources Department and all bulletin boards designated for the Union.

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- C. Layoff - Length of service in each classification shall be the determining factor provided the following two (2) factors are relatively equal:
 - 1. Qualifications. - Ability to meet the qualifications and perform the essential job duties as outlined in the position job description.
 - 2. Performance Evaluation. The top service rating is granted to all Executive Board Members, Chief Stewards, and Stewards for the purposes of layoffs.

- D. An employee transferred out of the Union will not accumulate seniority thereafter but will retain his/her Union seniority for a period up to one (1) year following the date of such transfer.

An employee who returns to the Union will be returned to the job and shift held immediately prior to taking such transfer, unless during the time of their transfer, due to lack of work, they would have been reclassified had they been in the department, then the employee will have all rights as provided in paragraph A.

- E. An employee who is employed by the School District originally in a position outside of the Union shall not accumulate length of service in the Union while working in such position.

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3 **ARTICLE XVI**
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5 **SALARIED NON-BARGAINING UNIT EMPLOYEES PERFORMING UNION WORK**
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9 It is the intent of the parties that a salaried employee will not perform the work of a union employee on a
10 *regular basis*.
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12 A Memorandum of Understanding will clarify situational issues.
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ARTICLE XVII

INSURANCE AND PENSION

A. Insurance Program: Medical, Dental, Vision, Life and Disability

All full-time regular employees are eligible to receive district paid medical, dental, vision, and life insurance (\$35,000 term life insurance) after thirty (30) days, effective January 1, 2003. After ninety (90) days employees are eligible for District-paid disability insurance. Within thirty (30) days after becoming eligible, they may enroll their dependents in the medical, dental, and vision insurance program with 50% of the premium paid by the School District. These employees are also eligible to purchase additional optional term life insurance by contacting the Benefits Department. All eligible employees must complete application forms for these benefits whether or not they desire to enroll dependents.

If the annual premium rates for any individual health insurance plan (medical, dental or vision) increase by more than five (5) percent, the School District may share equally with covered employees any amount of premium cost increases in excess of five (5) percent for that plan.

In order to modify insurance coverage, a change form must be completed by the employee. Change forms are available in the employee's departmental office or may be obtained from the Benefits Department. If dependents are added after the initial enrollment period, there is a ninety (90) calendar day waiting period before their coverage becomes effective; and a medical examination may be required. Changes will be effective on the first of the month following the end of the waiting period.

Discontinued dependent dental coverage can be reinstated by providing adequate verification of good dental health. This requirement may be met by evidence of continuous coverage in an acceptable preventive dental program or by providing the School District at the employee's expense a set of full mouth x-rays for evaluation by the School District's dental consultant. The final decision rests with the School District.

In lieu of the medical insurance plan provided by the School District, the Board may offer each employee the option of individual and family health/dental and major medical coverage through one or more health/dental maintenance organizations provided the employee pays 50% of the dependents' premium and any amount in excess of that payable under the Parkway Insurance Program. The excess cost, if any, shall be payable through payroll deduction.

Employees are encouraged to read the booklets describing the group insurance programs in order to assure that they and their dependents receive all benefits due them under the program. If a question or problem arises pertaining to the program or claim settlement, the employee should contact the Benefits Office.

Eligible employees whose term of employment is less than twelve (12) months will be billed for dependent coverage during the time they are not working. Failure to pay these premiums by the due date will result in automatic termination of dependent coverage. There is a ninety (90) calendar day waiting period before their coverage becomes reinstated.

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2 Status as a retired employee is determined by qualifying for benefits under the state retirement
3 system.

4
5 Employees who retire or leave the School District shall have the opportunity to convert their life
6 insurance to individual policies, if available from the insuring company.

7
8 The District provided disability coverage will take effect the later of thirty (30) calendar days
9 following the disabling event or depletion of the employee's accrued sick time following a
10 disabling event. The District paid health insurance fringe benefit will continue through the end of
11 the month following one (1) calendar year after commencement of disability coverage. Purchase
12 of extended coverage may be available in accordance with COBRA regulations in effect at that
13 time.

14
15 Employee insurance coverage will remain in force for the balance of the month in which
16 termination occurs.

17
18 B. Injury on the Job

19
20 Any employee incurring on-the-job injury must report it on the day of the accident to his/her
21 supervisor and complete an accident report. Medical treatment for work related injuries must
22 be provided at the facilities elected by the School District.

23
24 C. Workers' Compensation

25
26 Workers' Compensation will be in accordance with State law and District policy.

27
28 D. Retirement Plan

29
30 All full- and part-time bargaining unit employees who do not hold a current Missouri Teaching
31 certificate and are scheduled to work in excess of 19.99 hours per week must enroll in Public
32 Education Employee Retirement System (PEERS) of Missouri. Effective July 1, 2006, the
33 employee contributes 5.75% of his/her income (including medical insurance benefits) to the plan
34 (or as amended by the Retirement Board) and the School District contributes a matching
35 amount. This rate is set by the Retirement System of Missouri and is subject to change during
36 the life of this Agreement. Employees who terminate their employment with the School District
37 may be able to withdraw their contributions according to the rules and regulations of the
38 Retirement System and must personally contact the Retirement Office in Jefferson City
39 concerning this withdrawal. The address and telephone number of the Retirement Office:

40
41 P. O. Box 268
42 Jefferson City, MO 65102
43 (573) 751-3414 or
44 1-800-392-6848

45
46 E. Tax Sheltered Annuities (403b or 457)

47
48 Employees may modify their annual salary by having a portion withheld for tax-sheltered

1 annuities that meet School District qualifications. Plan limits and additional” catch-up”
2 contributions for employees age 50 or over are subject to annual IRS changes.
3

4
5 F. Section 125 Plan
6

7 All employees are automatically enrolled in the District’s IRS Section 125 plan whereby
8 premium contributions for medical / dental / vision care insurance are made through pre-tax
9 payroll deductions. Employees may also allocate a portion of wages on a pre-tax basis to a
10 Dependent Care Reimbursement Account and/or a Medical Reimbursement Account.
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2 **ARTICLE XVIII**

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4 **NON-DISCRIMINATION**

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7 It is the policy of the School District and the Union to not discriminate against any employee or applicant
8 for employment on account of race, color, age, religion, gender, national origin, or disability.
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10 **ARTICLE XIX**

11 **FAILURE TO REPORT TO WORK/CONTACT INFORMATION**

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15 A. Failure to Report To Work

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17 It shall be the employee's obligation to notify the School District immediately when he/she is
18 unable to report for work. If an employee fails to report for work for three (3) days and does
19 not call a person designated by his/her supervisor, he/she will be considered as having
20 voluntarily quit. Employee may appeal through the grievance process.
21

22 B. Current Personal/Contact Information

23
24 In the event an employee has a change in name, address, telephone number, or dependents, the
25 employee shall immediately notify his/her department's administrative office, the Human
26 Resources Department, and the Union of the change.
27

28 **ARTICLE XX**

29 **HEALTH AND SAFETY**
30 **EQUIPMENT AND UNIFORMS**

31
32
33 The District and the Union pledge our commitment to safety, based on our vision to create a working
34 environment that places the highest value on the welfare of the individual, to instill a sense of ownership
35 and to embrace excellence in all aspects of performance. The use of meetings, reports, programs
36 providing training, outreach and education, establishing partnerships, and encouraging continual
37 improvement and accountability in workplace safety and health, and recognition of employees will
38 cultivate safe working habits.
39

40 Employees will be issued appropriate health and safety equipment. As part of our mutual pledge to high
41 accountability for personal safety, the failure to observe accepted safety rules or wear protective
42 equipment when required will be cause for discipline up to and including dismissal. Additionally, all
43 bargaining unit employees shall receive an appropriate number of new uniforms each year, which will be
44 supplied at no cost to the employee, through the School District.
45

46 **ARTICLE XXI**

47 **AGREEMENT EXPIRATION DATE**
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The language of the Agreement between the parties shall be effective for the period from July 1, 2006 to midnight June 30, 2009.

A two year Classification and Wage plan is contained in Appendix A and B. The first year of the plan shall be effective from July 1, 2006 to midnight June 30, 2007. The second year wage plan shall be effective from July 1, 2007 to midnight June 30, 2008.

