

Agreement

Between the



Parkway School District

and the



Communications Workers of America

July 1, 2007 to Expire on Midnight June 30, 2009

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Article 1 Agreement

 This Agreement made and entered into by the Parkway School District (hereinafter referred to as the “School District”) and the Communications Workers of America, CWA, (hereinafter referred to as the “Union”). The School District and the Union agree that mutual cooperation is in the best interests of the School District, the students and employees of the School District. The School District and the Union will continue efforts to engender cooperation. Therefore, the parties agree, by their duly authorized agents to comply with the terms set forth in the following pages for the specified term of this Agreement.

1 **Article 2 Recognition and Establishment of the Unit**
2

3 The School District hereby recognizes the Union as exclusive representative
4 for all employees in the bargaining unit hereinafter described in Public Case Number
5 R2006-024, as all full-time and part-time employees and the work they perform in
6 the security department, as certified by the State of Missouri State Board of
7 Mediation.
8

9 The Union hereby recognizes the District as a political subdivision created
10 under the laws of Missouri (RSMO), which is receiving funding from federal, state,
11 and local taxes whose employees are prohibited by law from participating in
12 activities pursuant to the laws of Missouri (RSMO).

1 **Article 3**

2 **Union Membership and Payroll Deduction of Union Dues**

3 **Section a)** All employees who have signed Union membership cards
4 will begin paying uniform membership dues and initiation fees on or
5 after the thirty- first day following either the effective date of the
6 Agreement or the date of the beginning of their membership in the
7 Union, whichever such date shall later occur.

8 **Section b)** Upon receipt of an individually and voluntarily signed
9 authorization card the School District agrees to deduct initiation fees,
10 agency fees, and/or dues in accordance with such authorization. The
11 card shall provide for the cancellation of union dues only once during
12 the year which date shall be December 15 each year, with the
13 exception of if an employee terminates employment with the District.
14 Such dues payroll deduction card shall specify that dues deduction
15 will continue each year and will continue in effect from year to year
16 unless terminated as specified in this Agreement.

17 **Section c)** The School District, for said employees who are Union
18 members or unit employees who are paying dues, shall:

- 19 i) deduct on a per pay period basis, the Union membership dues for
20 that pay period,
- 21 ii) furnish the Union a list of employees for whom such deductions
22 have been made and the amount of each deduction,
- 23 iii) and promptly remit the same to the duly designated office of the
24 Union.

25 **Section d)** Employees who return from an unpaid leave of absence shall
26 have dues deduction automatically reinstated upon return to work,
27 providing their individual written and signed authorizations for the
28 deduction of such amounts are still active and within the period of
29 irrevocability.

30 **Section e)** The School District will send the Union each quarter a list of
31 the Bargaining Unit Employees showing the employees' names, *home*
32 *addresses*, assigned areas, job classifications, shifts or hours of work,
33 and rates of pay.

34 **Section f)** The School District will provide the Union each month a
35 list showing employees terminated or quit to enable the Union to
36 update its records.

37 **Section g)** The School District shall bear the full cost of dues
38 deduction as set forth in Section b., except that the Union agrees to
39 develop and print the dues deduction authorization cards in a form
40 approved by the School District and the Union.

41 **Section h)** The Union will indemnify, defend and save the School
42 District harmless from any claims, suits, demands or other forms of
43 liability that result from the School District's compliance with the terms
44 of this Article.

45 **Section i)** If a dispute arises as to the meaning or application of any
46 term or provision of this Article, such dispute shall be handled as a
grievance under the grievance procedure of this Agreement.

1 **Article 4 Union Representation**

2
3 **Section a)** At any meeting that employee attendance is mandated by a
4 supervisor or administrator; and could potentially result in written
5 disciplinary action, the employee has the right to have a Union
6 representative from any existing school district bargaining unit *or*
7 *Local 6355* present upon request. Management can, however,
8 suspend an employee without representation *pending investigation*
9 with subsequent notification made to the Union.

10 **Section b)** The Union will not reimburse the School District for any
11 time a Union Representative spends in any meeting called by
12 management including DISCIPLINARY meetings or GRIEVANCE
13 hearings.

1 **Article 5 Grievance and Work Related Complaint Procedure**

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

9 **Section b) Definitions:**

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

33 **Section c) Procedure**

34
35 Representation

36
37 The grievant shall have the right to request Union representation at
38 all levels of the grievance and complaint procedure. Any time spent
39 in Grievance hearings during Union Officers’ normal work time will
40 be School District paid time including travel time to and from
41 grievance hearings.

42
43 Non-Grievance

44
45 The following shall be considered non-grievable:

- 46 **1.** Issues that are expressly between bargaining unit employees

2. Oral advisories
3. Starting salaries of new hires
4. Management transfer/promotion/demotion decisions
5. Board of Education policies (except in the case when an existing policy is alleged to have been violated)
6. Performance Development Plans
7. Anything that falls outside the scope of this Agreement.

Section d) Grievance Process and Timeline:

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

(1) LEVEL ONE – CHIEF OF SECURITY:

Within five (5) workdays of the employee-supervisor meeting, the Union may file a formal written grievance with the Chief of Security and Manager of Human Resources detailing the act or condition which is alleged to have occurred in violation of the Agreement and requesting a conference. This conference shall be held within seven (7) work days of the receipt of the written grievance. All efforts shall be made to mutually resolve the complaint at this level. The Chief shall, within five (5) work days of the conference respond, in writing, to the employee and the Union.

(2) LEVEL TWO – DEPARTMENT DIRECTOR:

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

(3) LEVEL THREE – DIVISION ADMINISTRATOR/SUPERINTENDENT:

If the grievant is not satisfied with the disposition made at Level Two, the Union shall file a grievance, in writing, with the Division Administrator/Superintendent or Designee within five (5) work days after the

1 disposition at Level Two. The Division Administrator shall investigate the
2 matter and meet and confer with the Union at a time that is mutually
3 convenient. The meeting will be held within five (5) days of receipt of the
4 appeal. Following the meeting, the Division Administrator/Superintendent or
5 Designee will provide the Union with a written response to the grievance
6 within three (3) days after the meeting.
7

8 **(4) LEVEL FOUR – BOARD OF EDUCATION:**
9

10 If the employee is not satisfied with the decision rendered by the Division
11 Administrator/Superintendent or Designee, an appeal, in writing, may be
12 made to the Board of Education within five (5) work days after the
13 disposition at Level Three requesting a formal hearing. Within fifteen (15)
14 work days after such a request, the Board, at its option in executive session,
15 may conduct a hearing with the employee and his/her Union representative.
16 The Board, by official action, at its next regular meeting following the
17 hearing will transmit its answer to the grievance. The Decision by the
18 Board of Education is final and binding.
19

20 E. Forms for Filing Grievances: Appropriate Grievance forms shall be used in
21 the processing of all written grievances.
22

23 F. Rights and Responsibilities of Interested Parties: No reprisals of any kind
24 shall be taken by any party to this procedure against any party, any witness,
25 or any participant in this grievance procedure by reason of such
26 participation.
27

28 G. Adherence to Time Limits: Failure at any step of the procedure to appeal a
29 grievance to the next step within the specified time limits shall be deemed
30 to be acceptance of the decision rendered at that level. Failure by
31 management to respond within specified time limits shall result in the
32 grievance being moved to the next level.
33

34 H. Suspension and Termination: Prior to an employee being discharged, the
35 employee will be suspended pending investigation of the cause for such
36 action. Upon such suspension, a written notice of suspension will be sent
37 to both the employee and the Union. Within three (3) work days, the
38 employee or his/her Union representative may file a formal grievance at
39 Level Three with the Division Administrator/Superintendent or Designee
40 except in case of drug/alcohol related terminations. The Division
41 Administrator will confer with the grievant and/or his/her representative
42 within two (2) work days of receipt of the grievance. Following review
43 and investigation, the administrator will send a written notification of
44 his/her decision to the grievant and the Union within two (2) work days of
45 the conference. If a formal grievance is not received within three (3) work
46 days, the employee may be discharged at the discretion of management.

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2 **Article 6 Management of the School District**
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4 **Section a)** – Management Clause: The management of the School
5 District, including but not limited to, the establishment of rules and
6 policies, the direction of the working forces, the right to hire, suspend or
7 discharge, and the right to relieve employees from duty and to transfer
8 employees from one duty to another, is vested exclusively in the School
9 District. The foregoing will not be used for the purpose of
10 discrimination against any employee. The employer shall provide a
11 letter explaining the circumstances surrounding the action to the
12 employee.
13

14 **Section b)** Board of Education Policy: The Board of Education and
15 the Superintendent have the exclusive statutory right and
16 responsibility to develop, institute and enforce reasonable and non-
17 discriminatory policies that govern the school district and its
18 employees. The School District shall notify and discuss with the
19 Union any changes in Board policy that may have an effect on the
20 working conditions of Union members.
21

22 **Section c)** Building or Shift Change Two-Week Notification:
23 Employees being transferred for periods in excess of two (2) weeks
24 between buildings or involving a shift change of more than four (4)
25 hours will be given at least one week prior written notification unless it
26 is to meet the restrictions of a light duty assignment or the move is
27 mutually agreed to. For moves that do not meet the above requirements
28 and are the result of disciplinary action or Administrator request the
29 employee retains the right to grieve the lack of notification.

30 i) Seniority will prevail on lateral job transfers or shift changes.
31

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

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Article 7

Hours of Work:

The standard working day for employees shall not exceed eight (8) hours per day, unless waived by employee-management agreement, beginning at their regularly scheduled starting time, and their standard working week shall not exceed forty (40) hours per week. All paid hours will be counted as hours worked. All time worked by employees in excess of the above shall be paid as overtime.

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2 **Article 8 Overtime:**

3 **Section a)** Hours worked in excess of the standard work-day and
4 standard work week as set forth in Article VII shall be paid for at one
5 and one-half (1½) times the employee's hourly earned rate for the week
6 in which the overtime occurs. All overtime worked in excess of twelve
7 (12) hours in a week shall be paid at the rate of two (2) times the normal
8 hourly rate. No employee shall receive both daily and weekly overtime
9 pay for the same hours worked. The employee may indicate their
10 preference to accept comp time at 1½ hours for each overtime hour
11 worked in lieu of overtime pay.

12 **Section b)** All qualified employees shall be given an equitable
13 opportunity for overtime work. All employees who are qualified to
14 perform an overtime assignment shall be rotated in overtime
15 assignments as evenly as possible from an *overtime* list *updated on a*
16 *weekly basis*. The distribution of overtime shall be the responsibility
17 of the supervisor. Overtime opportunities that are known will be
18 posted no later than 7:00 a.m. Wednesday for the following weekend
19 in a location accessible to all eligible employees. Employees may bid
20 on up to eight (8) hours of overtime on a daily basis. *In the event a*
21 *qualified employee is not available on a voluntary basis for necessary*
22 *overtime work, the supervisor may appoint an employee to fill the*
23 *overtime assignment.*

24 **Section c)** Supervisors are responsible for planning work assignments
25 and, except in emergencies, shall inform employees of their specific
26 job assignments no later than Wednesday for Saturday and Sunday
27 overtime work. The School District will attempt to give as much
28 advance notice as possible of overtime. *Emergency* is defined as
29 *“Imminent damage to School District property, risk to health or safety*
30 *of occupants, or high expectation of cancellation of scheduled classes.”*
31 The School District will not force employees to risk their health or
32 safety or to perform a task for which they have not been trained or are
33 not qualified to perform. In an emergency situation, the supervisor will
34 attempt to inform the employee as soon as possible.

35 **Section d)** Employees specially called in for emergency work will
36 receive four (4) hours call-in pay or hours worked whichever is greater.
37 Employees scheduled for overtime work will be paid for actual hours
38 worked.

39 **Section e)** Workers who spend time supporting school district
40 emergency work by telephone or other communication device without
41 reporting to a school district facility will be paid overtime for the
42 actual amount of time spent in the effort with a quarter hour minimum
43 guarantee and all greater amounts of time to be rounded off to the
44 next quarter hour.

45 **Section f)** If an overtime assignment is a continuation of a job
46 assignment in progress or a situation where uncompleted work could

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create an emergency situation, the employee already performing the work may be required to complete the task on an overtime basis. In extreme weather conditions including heavy snow, heavy rain, etc., employees will be given adequate break periods negotiated with the Union.

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2 **Article 9 Performance Development Program**

3 **Section a)** The Union and the School District agree that performance
4 reviews can and should be a productive, growth development process
5 for employees. To this end, Performance Reviews between
6 management and bargaining unit members will be conducted in a
7 manner that promotes fairness and trust through an ongoing dialogue.

8
9 Performance Reviews should communicate;

- 10 i) current work attitude and performance,
11 ii) attainment of District standards and professional expectations,
12 iii) training and development classes successfully completed,
13 iv) listing of new skills learned/licensing acquired and applied on
14 the job,
15 v) strategies for improvements and/or growth and
16 vi) feedback from the employee back to the supervisor.

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

25 **Section c)** New hires will be formally evaluated after 60 working days
26 and once again after one year. Employees with more than one (1)
27 year of service will participate in performance development
28 discussions not less than one time per year. Those employees who
29 fail to meet performance expectations will be placed on a
30 Performance Improvement Plan, which will be reviewed with the
31 employee within 60 workdays and judged “continued” or
32 “completed” by the employee’s supervisor.

33 **Section d)** Employees who are “continued” on a Performance
34 Improvement Plan have the right to be represented by the Union
35 during subsequent performance discussions.

36 **Section e)** Corrective Action - When any type of corrective action is
37 taken by management including progressive discipline or the
38 placement of an employee on a Performance Improvement Plan, the
39 following action is available to the employee.

- 40 i) If the employee successfully addresses and corrects the problem
41 in the eyes of management, and there has been no reoccurrence
42 of the identified problem within six (6) months, the employee
43 may contact his/her supervisor and request a memo recognizing
44 that the employee has corrected the problem and maintained
45 improvement over this period of time.
46 ii) A copy of this memo shall be retained in the employee’s

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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 10 Classifications

Section 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.

Section 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 11 Probationary Employees

Section a) Regular year-round employees, during the first ninety (90) working days of employment, shall be regarded as "probationary" employees. 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.

Section b) Probationary employees may be discharged or laid off at any time without written notice and this shall not constitute a grievance.

Section c) The length of service shall include the probationary period.

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Article 12 Holidays

Section 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.

Section b) In order to receive holiday pay, the employee must work his/her last scheduled day before and his/her next scheduled day after a holiday.

Section c) Employees who are required to work on any of the holidays listed in Paragraph 1 of this Article will receive *pay for the day at two times their normal rate of pay.*

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Article 13 School Closings:

Section a) In the event of any unscheduled school closing those employees required to remain on duty while other Facilities support staff employees are excused with pay shall receive *comp time equal to the number of hours worked during which the district was closed or a commensurate amount of straight time pay. The form of the compensation shall be at the discretion of the employee.*

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2 **Article 14 Vacations**

3 **Section a)** Vacations may be taken as earned. Employees shall not be
4 required to return to work while on vacation, but will have the option to
5 do so when asked.

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

- 12 **i)** 0 through 5 years of service - 10 days per year, or .83 days per
13 month for employees working less than a 12 month period, not to
14 exceed 80 hours.
- 15 **ii)** 6 through 10 years of service - 15 days per year or 1.25 days per
16 month for employees working less than a 12 month period, not
17 to exceed 120 hours.
- 18 **iii)** 11 through 20 years of service - 20 days per year or 1.66 days per
19 month for employees working less than a 12 month period, not to
20 exceed 160 hours.
- 21 **iv)** 21 years of service or longer - 25 days per year or 2.08 days per
22 month for employees working less than a 12 month period, not to
23 exceed 200 hours.

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

30 **Section d)** Employees whose term of employment is twelve (12)
31 months and earning vacation in one (1) fiscal year must use the
32 earned vacation within the first six (6) months of the following fiscal
33 year. Any vacation previously earned, but not taken within this 18-
34 month period, will be lost without compensation. Any remaining
35 vacation from the previous school year must be scheduled prior to
36 September 1st or the vacation time will be scheduled at the discretion
37 of management. Employees whose term of employment is less than
38 twelve (12) months and who are eligible for the vacation benefit must
39 take this earned vacation between the first and last day of their
40 employment period; and such earned vacation may not be carried over
41 from one employment term to another. Any vacation earned but not
42 taken during the employment term will be lost without compensation.

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2 **Article 15 Personal Days – Sick Leave**

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

17 **Section b)** Sick Leave:

- 18 i) All employees shall earn sick leave, equal to the length of the
19 scheduled workday, at a rate of ten (10) days per year for a twelve
20 (12) month employee or prorated for less than twelve (12)
21 months, not to exceed eighty (80) hours per year. Sick leave may
22 be used when needed for illness or quarantining of employees.
23 Sick leave can be accumulated to a maximum of 260 days, not to
24 exceed 2080 hours. Employees who have exhausted all sick leave
25 because of a serious illness may make a direct appeal to the
26 Superintendent for additional paid time.
- 27 ii) If an employee terminates employment before completing ten
28 (10) months of service and has taken ten (10) days of sick leave
29 with pay, an adjustment will be made in the final pay check in an
30 amount to reimburse the District the number of sick leave days
31 paid for in excess of the number of months worked. Sick leave is
32 accrued on a monthly basis. New employees accrue sick leave,
33 but are not eligible to use the accrued days until they have been
34 employed three (3) months. Doctor's statements will be required
35 for sick leave absences of three (3) days or more. Doctor's
36 statements may be required at the supervisor's discretion for sick
37 leave of less than three (3) days for employees who have been put
38 on a corrective action plan for attendance as a result of
39 excessive or pattern absenteeism or tardiness.
- 40 iii) Absence due to illness in the immediate family -- *spouse,*
41 *parents, brothers, sisters, children, grandparents,*
42 *grandchildren* -- or any person, who is wholly dependent upon
43 the employee, is limited to a maximum of ten (10) days
44 annually. Absences used for this purpose will be reduced from
45 the employee's sick leave. If illness occurs to others of close
46 relationship or connection, absences, if requested, may be

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approved by the Superintendent of Schools within the same ten (10) day limitation. Leave in excess of ten (10) days annually may be approved by the Superintendent of Schools.

- iv)** An employee should call his/her department supervisor or Department Attendance Secretary as early as possible, but no later than 1 hour before his/her scheduled starting time, to report an absence due to illness. Leaving a voice mail message regarding an unanticipated absence is not considered *notification* –the employee must speak directly to a supervisor or Department Attendance Secretary on the day of the absence.

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2 **Article 16 Leave of Absence**

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

11 **Section b)** Military Leave: Leave to serve in any component of the
12 Armed Forces of the United States is in accordance with Board of
13 Education policy and state and federal law.

14
15 **Section c)** Bereavement Leave: It is the policy of the Board of
16 Education to grant a bereavement leave with pay in an amount not to
17 exceed five (5) days for each death in the immediate family -- spouse,
18 parents, parents-in-law, brothers, sisters, children, grandparents,
19 grandchildren -- or any person who is wholly dependent upon the
20 employee. However, if extenuating circumstances such as travel needs
21 and funeral arrangements require the employee to be absent more than
22 five (5) days, additional leave with full pay may be approved by the
23 Superintendent. If death occurs to others of close relationship or
24 connection, absence, if requested, may be approved by the
25 Superintendent of Schools.

26
27 **Section d)** Leave for Child Rearing: Leave covered under the Family
28 Medical Leave Act (FMLA) shall be granted to employees qualifying
29 for such leave. Eligible employees shall be granted all benefits covered
30 under the Act. In addition, leave may be granted to any full time regular
31 employee for purposes of rearing his/her child under the age of two (2)
32 years. Application for leave shall be made to the Human Resources
33 Department at least four (4) weeks prior to the planned date of
34 commencement of the leave. Leave may continue for:

- 35 i) A portion of the balance of the current school year.
- 36 ii) The balance of the current school year.
- 37 iii) The balance of the current school year and the entire succeeding
38 school year.

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

42 **Section e)** Leave for Other Reasons: Leave for other reasons may be
43 granted without pay for a period not to exceed one (1) year. Application
44 for leave shall be made to the Human Resources Department. Upon
45 return to the School District, the employee shall be reinstated in a
46 position for which he/she is qualified.

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Section 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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2 **Article 17 Transfers, Promotions and Layoffs**

3 **Section a)** Length of service in the School District will be the
4 determining factor in promotions, transfers, or changing an
5 employee's job classifications within the unit, provided the following
6 two (2) factors are relatively equal:

- 7 i) Qualifications. - Ability to meet the qualifications and perform the
8 essential job duties as outlined in the position job description.
9 ii) Performance Evaluations. The Union will be permitted access to
10 any and all performance related materials used in making a
11 promotion, transfer, or reclassification decision. In such an event,
12 the school district will notify the employee of the Union's request
13 for information.

14 **Section b)** All new job postings and shift assignments shall be posted.
15 All postings shall be on all mutually approved bulletin boards
16 designated for the Union by the School District. All employees will
17 be entitled to apply for all job postings, which will be posted for at
18 least five (5) working days. Efforts will be made to place returning
19 employee in original or an equivalent job, which he/she left.
20 Management has the right to set limits on the percentage of family
21 members in small departments. When technical experience, skills and
22 other pertinent qualifications are reasonably equal, employees within
23 the bargaining unit will be transferred over outside new hires for
24 positions within the bargaining unit. Management's selection
25 decision cannot be grieved.

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

37 **Section d)** All vacancies occurring between the opening of school and
38 June 1st will be listed by the Human Resources Department postings
39 in the operating departments and schools and on all bulletin boards
40 designated for the Union. Vacancies occurring from June 1st until the
41 opening of school will be posted in the Human Resources Department
42 and all bulletin boards designated for the Union.

43 **Section e)** Layoff - Length of service in each classification shall be the
44 determining factor provided the following two (2) factors are relatively
45 equal:
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i) Qualifications. - Ability to meet the qualifications and perform the essential job duties as outlined in the position job description.

ii) Performance Evaluation

Section f) 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 section a.

Section g) 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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Article 18 Salaried Non-Bargaining Unit Employees Performing Union Work: It is the intent of the parties that salaried, supervisory employees will not perform the work performed by bargaining unit employees on a regular basis.

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Article 19

Contracting/Supplemental Help It is understood by both parties that some security work may be subcontracted, on an occasional basis. Such work on Sundays and Holidays will first be offered to employees before assigned to contractors provided that it's in the best interest of the school district both financially and with regard to worker effectiveness.

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2 **Article 20 Insurance and Pension**

3 **Section a) Insurance Program: Medical, Dental, Vision, Life and**
4 **Disability**

- 5 **i)** All full-time regular employees are eligible to receive district
6 paid medical, dental, vision, and life insurance (\$35,000 term
7 life insurance) after thirty (30) days, effective January 1, 2003.
8 After ninety (90) days employees are eligible for District-paid
9 disability insurance. Within thirty (30) days after becoming
10 eligible, they may enroll their dependents in the medical, dental,
11 and vision insurance program with 50% of the premium paid by
12 the School District. These employees are also eligible to
13 purchase additional optional term life insurance by contacting
14 the Benefits Department. All eligible employees must complete
15 application forms for these benefits whether or not they desire
16 to enroll dependents.
- 17 **ii)** If the annual premium rates for any individual health insurance
18 plan (medical, dental or vision) increase by more than five (5)
19 percent, the School District may share equally with covered
20 employees any amount of premium cost increases in excess of
21 five (5) percent for that plan.
- 22 **iii)** In order to modify insurance coverage, a change form must be
23 completed by the employee. Change forms are available in the
24 employee's departmental office or may be obtained from the
25 Benefits Department. If dependents are added after the initial
26 enrollment period, there is a ninety (90) calendar day waiting
27 period before their coverage becomes effective; and a medical
28 examination may be required. Changes will be effective on the
29 first of the month following the end of the waiting period.
- 30 **iv)** Discontinued dependent dental coverage can be reinstated by
31 providing adequate verification of good dental health. This
32 requirement may be met by evidence of continuous coverage in
33 an acceptable preventive dental program or by providing the
34 School District at the employee's expense a set of full mouth x-
35 rays for evaluation by the School District's dental consultant. The
36 final decision rests with the School District.
- 37 **v)** In lieu of the medical insurance plan provided by the School
38 District, the Board may offer each employee the option of
39 individual and family health/dental and major medical coverage
40 through one or more health/dental maintenance organizations
41 provided the employee pays 50% of the dependents' premium
42 and any amount in excess of that payable under the Parkway
43 Insurance Program. The excess cost, if any, shall be payable
44 through payroll deduction.
- 45 **vi)** Employees are encouraged to read the booklets describing the
46 group insurance programs in order to assure that they and their

1 dependents receive all benefits due them under the program. If a
2 question or problem arises pertaining to the program or claim
3 settlement, the employee should contact the Benefits Office.

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

10 **viii)** Status as a retired employee is determined by qualifying for
11 benefits under the state retirement system.

12 **ix)** Employees who retire or leave the School District shall have the
13 opportunity to convert their life insurance to individual policies, if
14 available from the insuring company.

15 **x)** The District provided disability coverage will take effect the later
16 of thirty (30) calendar days following the disabling event or
17 depletion of the employee's accrued sick time following a
18 disabling event. The District paid health insurance fringe benefit
19 will continue through the end of the month following one (1)
20 calendar year after commencement of disability coverage.
21 Purchase of extended coverage may be available in accordance
22 with COBRA regulations in effect at that time.

23 **xi)** Employee insurance coverage will remain in force for the
24 balance of the month in which termination occurs.

25 **Section b) Injury on the Job:** Any employee incurring an on-the-job
26 injury must report it on the day of the accident to his/her supervisor and
27 complete an accident report. Medical treatment for work related injuries
28 must be provided at the facilities elected by the School District unless
29 otherwise directed to seek medical attention from a physician of your
30 choice..

31 **Section c) Workers' Compensation:** Workers' Compensation will be in
32 accordance with State law and District policy.

33 **Section d) Retirement Plan:** All full- and part-time bargaining unit
34 employees who do not hold a current Missouri Teaching certificate and
35 are scheduled to work in excess of 19.99 hours per week must enroll in
36 Public Education Employee Retirement System (PEERS) of Missouri.
37 Effective July 1, 2006, the employee contributes 5.75% of his/her
38 income (including medical insurance benefits) to the plan (or as
39 amended by the Retirement Board) and the School District contributes a
40 matching amount. This rate is set by the Retirement System of Missouri
41 and is subject to change during the life of this Agreement. Employees
42 who terminate their employment with the School District may be able to
43 withdraw their contributions according to the rules and regulations of
44 the Retirement System and must personally contact the Retirement
45 Office in Jefferson City concerning this withdrawal at: P. O. Box 268,
46 Jefferson City, MO 65102, 573 751-3414 or 1-800-392-6848.

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Section e) Tax Sheltered Annuities (403b or 457): Employees may modify their annual salary by having a portion withheld for tax-sheltered annuities that meet School District qualifications. Plan limits and additional” catch-up” contributions for employees age 50 or over are subject to annual IRS changes.

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

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2 **Article 21** **CWA/PAC Payroll Deduction**

3 **Section a)** The School District will make collection of CWA/PAC
4 funds twice each month through payroll deduction from employee's
5 pay, upon receipt of a written authorization form signed by the
6 individual employee and delivered by the Union to the respective
7 School District representative.

8 **Section b)** The School District also agrees to remit the amounts so
9 deducted to the designated representative of the Union, and to furnish
10 the union one (1) copy of the list of employees for whom such
11 deductions have been made and the amount of each deduction. The
12 School District also agrees to furnish the union one (1) copy of a list
13 of employees for whom no deductions have been made together with
14 the reasons therefore.

15 **Section c)** The School District shall bear the full cost of the
16 undertaking set forth herein except that the Union agrees to furnish
17 the CWA/PAC deduction authorization forms.

18 **Section d)** The Union agrees to hold harmless and indemnify the
19 School District against liabilities resulting from the process of
20 CWA/PAC collection from the employees and subsequent transfer to
21 the Union.

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Article 22 Non-Discrimination: It is the policy of the School District and the Union to not discriminate against any employee or applicant for employment on account of race, color, age, religion, gender, national origin, or disability.

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Article 23 Failure to Report to Work/Contact Information

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

Section b) Current Personal/Contact Information: In the event an employee has a change in name, address, telephone number, or dependents, the employee shall immediately notify his/her department's administrative office, the Human Resources Department and the Union of the change.

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Article 24 Health & Safety Equipment/Uniforms

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

Section b) As part of our mutual pledge to high accountability for personal safety, the failure to observe accepted safety rules or wear protective equipment when required will be cause for discipline up to and including dismissal. Employees will be issued appropriate health and safety equipment.

Section c) Additionally, all bargaining unit employees shall receive an appropriate number of new uniforms (to include rain gear and winter jacket as required by patrol officers) as needed to maintain a professional appearance, which will be supplied at no cost to the employee, through the School District.

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Article 25 Continuing Education & Training

Section a) The School District agrees to provide all employees in the bargaining unit equal access to training in order to provide the highest quality services to the District. Training programs either provided or required by law, ordinance or policy or to comply with a district interest, will be paid for by the school district.

Section b) Tuition reimbursement will be offered in compliance with Board of Education policy.

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Article 26 **Effect of Law:** In the event that any provision of this agreement is found to be in conflict with any applicable federal law or state law, that provision shall no longer be effective, but the remainder of this contract shall continue in full force and effect.

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Article 27 Wages: Effective July 1, 2007 bargaining unit employees will receive a 5% wage increase. Effective July 1, 2008 employees will receive an additional 5% wage increase. For the 2007 – 2009 school years, all bargaining unit positions are non-exempt under the Fair Labor Standards Act. The School Safety Officer position is within the pay range of \$10.82 to \$16.23 per hour. The Lead School Safety Officer is within the pay range of \$12.34 to \$19.18 per hour.

July 1, 2007 – June 30, 2009

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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) 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 Parkway School District:

For the Union:

Nancy Davis

Tom Newport

Fred Crawford

Jason Kice

date of signing: **June 15, 2007**