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

**July 1, 2009 to expire on midnight June 30, 2012**

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## 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 negotiated process. 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*

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*For the Union*

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*date of signing* \_\_\_\_\_

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6 AGREEMENT BETWEEN  
7  
8 THE PARKWAY SCHOOL DISTRICT

9  
10 AND

11 COMMUNICATIONS WORKERS OF AMERICA  
12  
13

14  
15  
16 This Agreement, made and entered into by the Parkway School District hereinafter for convenience  
17 designated as the "School District" and, Communications Workers of America, CWA, hereinafter  
18 for convenience designated as the "Union".  
19

20 The District and the Union agree that mutual cooperation is in the best interests of the District, the  
21 students and employees of the District. The District and the Union will continue efforts to engender  
22 cooperation.  
23

24 In consideration of material promises set forth, said parties agree each with the other as follows:  
25

26 The School District hereby recognizes the Union as exclusive representative for all employees in  
27 the three units hereinafter described, Public Case Number R96-025, Custodial and Warehouse  
28 Employees and Public Case Number R96-004, the Maintenance and Grounds Employees, and  
29 Public Case R2006-024, the Security Employees, by the State of Missouri State Board of  
30 Mediation.  
31

32 The Union hereby recognizes the District as a political subdivision created under the laws of  
33 Missouri (RSMO), which is receiving funding from federal, state, and local taxes, whose  
34 employees are prohibited by law from participating in any job action.  
35

36  
37 SINGLE AGREEMENT  
38

39 By consent of the parties hereto and by consent of the employees in all three of said Units, this  
40 single agreement is made for the employees in all units 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, home addresses/ mailing addresses, 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.

**ARTICLE II**

**PUBLICATION OF THE AGREEMENT**

A copy of this agreement will be made available on the District's internal Website, *inside Parkway*, and at least one hard copy will be placed at each school or Department.

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**ARTICLE III**

**MANAGEMENT OF THE SCHOOL DISTRICT**

A. Management Clause: Subject to and consistent with the provisions of this Agreement, the management of the School District and the direction of the working force are vested exclusively with the district. The district shall have the following rights among others: 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.

1. Workplace Supervision: Direction of the workforce will come from an identified source (i.e. administrator, lead, supervisor.)

B. The District shall notify the Union within thirty (30) days and the Union will have the option to request a meeting to discuss any proposed policy or policy administrative guideline change that directly impacts member of the Union.

C. 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.

D. 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.

**ARTICLE IV**

**UNION REPRESENTATION/RELEASE TIME**

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

1 business.

- 2 • The Union will designate the officer to be released within 15 days of the incumbent
- 3 change by election or appointment.
- 4 • Release time will not exceed eight (8) hours per week and shall not be less than two (2)
- 5 consecutive hours in any one day.
- 6 • Changes to the agreed upon schedule or to the designated Union Officer will be limited
- 7 to five (5) times per year unless approved by District management.
- 8 • Reimbursement to the School District will be made on a quarterly basis beginning July
- 9 1<sup>st</sup> of any year. The rate is adjustable each year based on the wage and benefit increase
- 10 as documented by the District and consistent with this Agreement.
- 11 • Release time that is voluntarily sacrificed by the Union will not accrue.

12  
13 The Union will reimburse the School District at the average wage plus benefit rate for the  
14 work classification of the designated Union officer. A temporary change (less than two  
15 consecutive months) in the designated officer will not affect this reimbursement amount.  
16 All Union business will be conducted during this specified release time or be completed  
17 “off-the-clock.” All fact gathering for disciplinary and grievance meetings with  
18 Union/bargaining unit members shall be conducted at a time and in a manner that does  
19 not disrupt productivity or produce disruption or distractions to the work environment or  
20 to other employees. Investigations of grievances may not interfere with student or  
21 instructional services at any time.

22  
23 C. The administration will comply with all reasonable requests from the Union for release  
24 time, with pay, to attend Union conventions, lobby day, or to attend other off campus  
25 association business meetings up to an aggregate total of twenty (20) days during the fiscal  
26 year (July 1 to June 30<sup>th</sup>). A formal written request must be submitted to and approved by  
27 the Director of Human Resources and the Division Administrator at least 10 working days  
28 prior to the requested leave. Union members will be released, without loss of pay, when  
29 such activities are scheduled and approved to occur during working hours. This aggregate  
30 release time will not accrue from one year to another.

31 D. Leaves of Absence For Union Business - Any employee elected to a state or national  
32 position, requiring full time service, may request a leave of absence, without pay, for the  
33 term of the office. At the end of the term of office, the employee will resume the same  
34 assignment held at the time of the leave request or an equivalent position. The employee  
35 will return to the same level of seniority, which he/she had at the time the leave was  
36 granted.

37  
38 E. At any meeting that employee attendance is mandated by a supervisor or administrator  
39 and could potentially result in written disciplinary action, the employee has the right to  
40 have a Union representative present upon request. Management can, however, suspend  
41 an employee *with* pay without representation *pending investigation* with subsequent  
42 notification made to the Union.

43  
44 F. In cases of inspections of employee work which could result in disciplinary action, the  
45 employee has the right to (a.) be present during the inspection if the employee is  
46 available, and, (b.) have a Union rep present during the inspection if a rep is available.

- 1  
2 G. The Union will not reimburse the District for any time a Union Rep spends in any  
3 meeting called by management including DISCIPLINARY meetings or GRIEVANCE  
4 meetings.  
5

6 **ARTICLE V**  
7

8 **GRIEVANCE AND WORK RELATED COMPLAINT PROCEDURES**  
9

10 A. Purpose  
11

12 The purpose of the grievance procedure shall be to settle equitably, at the lowest possible  
13 administrative level and at the earliest possible date, issues which may arise from time to  
14 time; with respect to the terms and conditions of employment as outlined in this Agreement.  
15 It is recognized that differences in the supervision and operation of the schools/departments  
16 in the School District may occur in order to provide the services required.  
17

18 B. Definitions  
19

- 20 1. *Grievance* - A grievance is an allegation based upon action taken by management or  
21 an event or condition which affects the terms and conditions of employment and  
22 which allegedly constitutes a violation, misinterpretation, or inequitable application  
23 of the terms of this Agreement or a Board of Education Policy or Policy Guideline.  
24  
25 2. *Work Related Complaint* – An employee’s concern with an aspect of his/her  
26 employment, working conditions or department policies not in conflict with this  
27 Agreement, Board Policies/Guidelines, state or federal law may be brought by an  
28 employee or by a union rep on behalf of an employee. Complaints should be  
29 reported to an employee’s immediate supervisor or the next level of supervision. If  
30 the response is unsatisfactory to the employee, at the first level, the employee may  
31 appeal up one and only one level to the next level supervisor. Work Related  
32 Complaints may not be appealed to the Board of Education.  
33

34 The supervisor will respond in writing to the employee for all complaints utilizing  
35 the **STAFF GRIEVANCE/WORK RELATED COMPLAINT FORM**.  
36

- 37 3. *Grievant* – Any CWA bargaining unit member that files a grievance.  
38  
39 4. *Representative* – A Union representative designated by the Union to act either with  
40 or for the grievant throughout the grievance or complaint procedure.  
41  
42 5. *Response Period* – In computing any period of time prescribed in this article, day  
43 refers to a regular work day. The day on which the designated period of time is set is  
44 not to be included. The last day of the period is to be included. The designated  
45 period shall not include days on which the grievant or respondent is on any  
46 approved leave with the exception of paid/unpaid suspensions.

1  
2 C. Procedures

3  
4 Representation

5  
6 The grievant shall have the right to request Union representation at all levels of the  
7 grievance and complaint procedure. Any time spent in Grievance hearings during Union  
8 Officers' normal work time will be School District paid time including travel time to and  
9 from grievance hearings.

10  
11 Non-Grievance

12  
13 The following shall be considered non-grievable:

- 14 1. Oral reprimands
- 15 2. Issues that are expressly between bargaining unit employees
- 16 3. Starting salaries of new hires or rehires to the bargaining unit except in a case where the  
17 new hire process is not followed.
- 18 4. Board of Education policies (except those that may be in direct conflict with a provision  
19 contained within this Agreement)
- 20 5. Performance Development Plans and Performance Improvement Plans
- 21 6. Anything that falls outside the scope of this Agreement.

22  
23 D. Grievance Process and Timeline

24  
25 **INFORMAL DISCUSSION WITH SUPERVISOR TO RESOLVE ISSUE**

26  
27 A grievance shall be brought to the attention of the work area supervisor within ten (10)  
28 work days of the incident or occurrence or knowledge of the incident or occurrence.  
29 Notification of the supervisor can be by e-mail, fax, voice mail or any other type of effective  
30 communication. The conference with the supervisor shall be held within seven (7) work  
31 days of the supervisor notification. Every effort should be made by the employee and the  
32 supervisor to find a mutually acceptable solution.

33  
34 If the employee is not satisfied with the results of this informal discussion, a formal  
35 grievance may be filed with the Department Supervisor

36  
37 **LEVEL ONE – DEPARTMENT SUPERVISOR**

38  
39 Within five (5) work days of the employee-supervisor meeting, the Union may file a formal written  
40 grievance with the Department Manager and Manager of Human Resources detailing the act or  
41 condition which is alleged to have occurred in violation of the Agreement and requesting a  
42 conference with the Manager. This conference shall be held within seven (7) work days of the  
43 Manager's receipt of the written grievance. All efforts shall be made to mutually resolve the  
44 complaint at this level. The Manager shall, within five (5) work days of the conference respond, in  
45 writing, to the employee and the Union.

1 **LEVEL TWO – DEPARTMENT DIRECTOR**

2  
3 If the employee is not satisfied with the results of the disposition offered at Level One, the Union  
4 shall present the grievance, in writing, to the Department Director within five (5) work days of the  
5 Level One conference. Again, all efforts shall be made to resolve the issue in a cooperative  
6 manner. The Director shall, within seven (7) work days respond, in writing, to the employee and the  
7 Union.

8  
9 **LEVEL THREE – DIVISION ADMINISTRATOR**

10  
11 If the employee is not satisfied with the disposition made at Level Two, the Union shall file a  
12 grievance, in writing, with the Superintendent or Designee within seven (7) work days after the  
13 disposition at Level Two. The Superintendent or designee shall investigate the matter and meet and  
14 confer with the employee at a time that is mutually convenient. The meeting will be held within  
15 five (5) days of receipt of the appeal. Following the meeting, the Superintendent or designee will  
16 provide the grievant with a written response to the grievance within five (5) days after the meeting,  
17 and a copy of the response to the grievant’s representative.

18  
19 **LEVEL FOUR– BOARD OF EDUCATION**

20  
21 If the employee is not satisfied with the decision rendered by the Superintendent or Designee, an  
22 appeal, in writing, may be made to the Board of Education within five (5) work days after the  
23 disposition at Level Three requesting a formal hearing. Within fifteen (15) work days after such a  
24 request, the Board, at its option in executive session, may conduct a hearing with the employee and  
25 his/her Union representative. The Board, will notify the grievant of its decision within five (5) days  
26 including the reason for the decision. The Decision by the Board of Education is final and binding.

27  
28 E. **Forms for Filing Grievances**

29  
30 Appropriate Grievance forms shall be used in the processing of all written grievances.

31 F. **Rights and Responsibilities of Interested Parties**

32  
33 No reprisals of any kind shall be taken by any party to this procedure against any party, any  
34 witness, or any participant in this grievance procedure by reason of such participation.

35  
36 G. **Adherence to Time Limits**

37  
38 Failure at any step of the procedure to appeal a grievance to the next step within the  
39 specified time limits shall be deemed to be acceptance of the decision rendered at that  
40 level. Failure by management to respond within specified time limits shall result in the  
41 grievance being moved to the next level.

42  
43 H. **Suspension and Termination**

44  
45 Prior to an employee being discharged, the employee will be suspended pending  
46 investigation of the cause for such action. Upon such suspension, a written notice of

1 suspension will be sent to both the employee and the Union. Within five (5) work days,  
2 the employee or his/her Union representative may file a formal grievance with the Human  
3 Resources Director or Designee. The Human Resources Director or Designee will confer  
4 with the grievant and/or his/her representative within two (2) work days of receipt of the  
5 grievance. Following review and investigation, the administrator will send a written  
6 notification of his/her decision to the grievant and the Union within two (2) work days of  
7 the conference. If a formal grievance is not received within five (5) work days, the  
8 employee may be discharged at the discretion of management.  
9

10 I. Grievance Training

11  
12 CWA will provide training on Parkway time on the grievance process to all CWA shop  
13 stewards by each November 1, in order to expand the pool of trained shop stewards to  
14 twelve (12) representatives  
15

16 **ARTICLE VI**

17 **PERSONNEL FILES**

- 18  
19  
20 A. Personnel files are the sole property of the district. Each employee may review the contents  
21 of his/her official personnel file kept in the Administrative Office upon notification to the  
22 Director of Human Resources. The employee may be accompanied by a Union representative  
23 to review his/her file or may authorize, in writing, the representative to conduct the review.  
24  
25 B. When materials are being placed in the employees personnel file the employee will have the  
26 right to:  
27  
28 1. Be notified of the material being placed in his/her file. Any material which could  
29 adversely affect the employee will be signed and dated by the employee and his/her  
30 supervisor;  
31  
32 2. Given a copy of this material;  
33  
34 3. Provided an opportunity to attach a written response to any materials in the file.  
35  
36 C. Any material mutually determined by the District and the employee to be inappropriate,  
37 inaccurate or invalid will be removed from the employee's file.  
38  
39 D. Upon request of the employee, any material which could adversely reflect upon the employee  
40 will be removed from the employee's personnel file after five (5) years provided that there  
41 are no other subsequent adverse documented incidents or the district believes said documents  
42 need not be retained for legal requirements.  
43  
44 E. Any material held by the district without the knowledge of the employee, must be shared  
45 with the employee and the employee given an opportunity to respond before disciplinary  
46 action is taken based on that documentation.

1  
2 **ARTICLE VII**

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4 **HOURS OF WORK**

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

14 A. Lunch Period - Each employee working at least a six continuous hour day will be  
15 provided a 30 minute, unpaid lunch period. The time established for this period may be  
16 set by the employee's supervisor, but will occur normally at the mid-point of the  
17 workday. Occasional exceptions to this mid-point guideline will be permitted at the  
18 employee's discretion in cases where the efficient, orderly, and safe operation of District  
19 facilities is involved. In cases of suspected abuse, the employee's supervisor may  
20 require prior notice of exceptions when reasonably possible. Lunch periods are for the  
21 reason stated and shall not be used for make-up time.  
22

23 B. Rest Periods - There shall be two fifteen-minute rest periods during a six continuous  
24 hour or longer workday; one at approximately mid-point between starting time and  
25 lunch period, and the second at approximately the mid-point between lunch period and  
26 end of the workday. Employees working less than a six-hour day will receive one  
27 fifteen-minute rest period at approximately the mid-point of the workday. Rest periods  
28 are for the reason stated and shall not be used for make-up time. The fifteen-minute  
29 break begins when time on assigned task ceases. Employees shall be at their  
30 workstation at the end of the fifteen minute period. Reasonable allowances for extra  
31 time may be permitted by the District for employees whose job assignment is remotely  
32 located in relation to rest facilities. The same guidelines regarding employee discretion  
33 in the timing of lunch periods will also apply to rest periods.  
34

35 C. Summer/Seasonal Work - The District may adjust working schedules/hours based on  
36 seasonal work requirements. During the summer break, the District will make every  
37 effort to keep employees on their preferred shift based on seniority. On non-school  
38 days, employees may be offered a change in shift to work at their option. In order to  
39 maximize departmental efficiencies, department managers may establish work  
40 schedules for their employees that may be adjusted from time to time as conditions  
41 change.  
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43  
44 **ARTICLE VIII**  
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**OVERTIME**

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

1 overtime for the actual amount of time spent in the effort with a quarter hour minimum  
2 guarantee and all greater amounts of time to be rounded off to the next quarter hour.  
3

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

10 **ARTICLE IX**

11 **WAGES**

12  
13  
14 A. Classifications, Progressions and Wage Rates  
15

16 See *Appendix A* for the appropriate step schedules for each job classification within the  
17 Unit for the ~~2007~~ 2010-2012 Fiscal Years. A Fiscal Year runs from July 1 to June 30.  
18 Employees who are on step 20 after FY10-11 will receive a \$350 payment on July 1, 2011  
19 in lieu of an hourly increase.  
20

21 See *Appendix B* for the responsibility pay descriptions and schedules for FY10-12. The  
22 School District will determine the number of positions eligible for responsibility pay.  
23

24 In the event that inflation (as measured by the Bureau of Labor Statistics CPI-U) is above  
25 1.5% from January 1 2009 to December 31, 2009 then the parties agree to meet, evaluate  
26 and adjust appendix A for FY 10-11 and FY 11-12 dependent on district financial resources.  
27 In the event that inflation (as measured by the Bureau of Labor Statistics CPI-U) is above  
28 1.5% from January 1 2010 to December 31, 2010 then the parties agree to meet, evaluate  
29 and adjust appendix A for FY 11-12 dependent on district financial resources.  
30

31 B. Licensed Positions  
32

33 To maintain existing wage differentials for District-approved licensed positions, which  
34 require specialized training and/or licensing, the incumbents will receive annual increases as  
35 listed:  
36

	2009-10	10-11	11-12
Licensed Electrician	4%	2.5%	2.0%
Licensed Plumber	4%	2.5%	2.0%

37  
38  
39  
40  
41 The School District has the exclusive right to review and determine starting salaries for licensed  
42 positions. The Union will be advised of the starting rates for approved-to-fill licensed positions  
43 as determined by the School District based on current market rates and conditions. The School  
44 District will determine the number of licensed positions based on the needs of the District.

45 C. Pay Periods  
46

1 Employees are paid every other Friday, with this exception: When a payday falls during a  
2 scheduled holiday or school recess, checks will be issued on the employee's last working  
3 day prior to the holiday.  
4

5 Paychecks may not be obtained prior to the established date. If an employee is on vacation  
6 or absent from work on a specific payday, the employee may request the Payroll Office to  
7 mail his/her check to someone else.  
8

9 A payroll check will be released only to the actual employee unless the employee authorizes  
10 in writing that its release should be made to someone else.  
11

12 D. Direct Deposit  
13

14 Employees hired after July 1, 1998 will have mandatory direct deposit for payroll. As part  
15 of the pre-employment process, candidates who do not have a bank account will be required  
16 to apply for a bank account at Vantage Credit Union or at a bank of their choice. If and only  
17 if the application is denied and the District provided with written proof of denial, will the  
18 District waive the direct deposit requirement for a new hire.  
19

20 **ARTICLE X**  
21

22 **NEW EMPLOYEES**  
23

- 24 A. New employees will be assigned a pay step based upon their qualifications as measured by the  
25 hire-in chart (Appendix C).  
26
- 27 B. Regular year-round employees during their first ninety (90) days of employment may be  
28 discharged or laid off at any time without written notice and this shall not constitute a  
29 grievance.  
30
- 31 C. After ninety (90) days new employees will be issued the standard uniform package based on  
32 their position.  
33

34 **ARTICLE XI**  
35

36 **PERFORMANCE DEVELOPMENT PROGRAM**  
37

- 38 A. The Union and the Parkway Board of Education agree that performance reviews can and  
39 should be a productive, growth development process for employees. To this end,  
40 Performance Reviews between management and bargaining unit members will be  
41 conducted in a manner that promotes fairness and trust through an ongoing dialogue.  
42

43 Performance Reviews should communicate:

- 44 • current work attitude and performance,
- 45 • attainment of District standards and professional expectations,
- 46 • 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 nine (9) 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.

## ARTICLE XII

### 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 1<sup>st</sup> 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.

## ARTICLE XIII

1 **HOLIDAYS**

2  
3 A. All full time, regular, and part-time classified employees will be provided their normal pay  
4 for all District holidays provided those holidays fall during the employee's employment  
5 period. The paid holidays to be observed are: New Year's Day, Martin Luther King Day,  
6 Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday  
7 after Thanksgiving, and Christmas Day.

8  
9 B. In order to receive holiday pay, the employee must work their last scheduled day before and  
10 their next scheduled day after a holiday.

11  
12 Exception to the above can be given by the School District.

13  
14 C. Employees who work on any of the holidays listed in Paragraph 1 of this Article will  
15 receive pay for such work performed on that day in accordance with Article VIII, Section C  
16 in addition to holiday pay, if eligible.

17  
18 Except for emergencies, no employee will be required to work any holiday. No employee shall be  
19 disciplined or denied pay for refusing to work when called in on a holiday.

20  
21 **ARTICLE XIV**

22  
23 **VACATIONS**

24  
25 A. Vacations may be taken as earned. Employees shall not be required to return to work while  
26 on vacation, but will have the option to do so when asked.

27  
28 B. All full- and year round part-time employees are eligible for paid vacation. A full time  
29 employee works at least 35 hours per week and at least 10 months or 215 working days  
30 including holidays per year. Part-time employees shall earn vacation equal to the length of  
31 their scheduled workday. Vacation will be granted at the following rates:

32  
33 1. 0 through 5 years of service - 10 days per year, or .83 days per month for employees  
34 working less than a 12 month period, not to exceed 80 hours.

35  
36 2. 6 through 10 years of service - 15 days per year or 1.25 days per month for  
37 employees working less than a 12 month period, not to exceed 120 hours.

38  
39 3. 11 through 20 years of service - 20 days per year or 1.66 days per month for  
40 employees working less than a 12 month period, not to exceed 160 hours.

41  
42 4. 21 years of service or longer - 25 days per year or 2.08 days per month for  
43 employees working less than a 12 month period, not to exceed 200 hours.

44  
45 C. Vacation will be earned on a monthly basis starting with the first day of employment in the  
46 current employment period, and the years of service will be determined on the anniversary

1 date of the last date of employment. New employees accrue vacation leave but are not  
2 eligible to use the accrued days until they have been employed six (6) months. All vacation  
3 time must be approved by the employee's supervisor.  
4

- 5 D. Employees whose term of employment is twelve (12) months and earning vacation in one  
6 (1) fiscal year must use the earned vacation within the first six (6) months of the following  
7 fiscal year. Any vacation previously earned, but not taken within this 18-month period, will  
8 be lost without compensation. Any remaining vacation from the previous school year must  
9 be scheduled prior to September 1st or the vacation time will be scheduled at the discretion  
10 of management.  
11

12 Employees whose term of employment is less than twelve (12) months and who are eligible  
13 for the vacation benefit must take this earned vacation between the first and last day of their  
14 employment period; and such earned vacation may not be carried over from one  
15 employment term to another. Any vacation earned but not taken during the employment  
16 term will be lost without compensation.  
17

## 18 **ARTICLE XV**

### 19 **PERSONAL DAYS**

20  
21  
22 Requests for personal leave with pay, not in excess of three (3) days per fiscal year, may  
23 be approved for personal business, (but cannot be used for or in conjunction with  
24 vacations, holidays or recreational purposes), if such business cannot be handled at times  
25 other than during the employee's regular employment hours. For new hires, the three  
26 personal business days will be prorated by quarter according to Board of Education  
27 policy. Personal Days must be applied for at least five (5) working days in advance of the  
28 absence without a reason being provided by the employee. If the employee seeks to take  
29 a personal day short of the five-day notice requirement, the supervising administrator will  
30 require an explanation or documentation of the circumstances for the request in order to  
31 make an informed decision. This informed decision will be based on the merits of the  
32 request and the operational interests of the District.

33 If three personal days have been used, one (1) additional day of personal leave with pay  
34 per school year can be requested if one or more personal days have been used for  
35 circumstances involving religious purposes. This additional day requires pre-approval by  
36 the Director of Human Resources or designee based up written request and explanation of  
37 the employee.  
38

## 39 **ARTICLE XVI**

### 40 **SICK LEAVE**

- 41  
42 A. Accrual - All employees shall accrue sick leave biweekly, equal to the length of the scheduled  
43 workday, at a rate of ten (10) days per year for a twelve (12) month employee. Annual accrual  
44 shall not to exceed eighty (80) hours per year. Sick time is prorated for less-than-12 month  
45 employees. Sick leave may be used when needed for illness or quarantining of employees.  
46

1 Sick leave can be accumulated to a maximum of 260 days, not to exceed 2080 hours.  
2 Employees who have exhausted all sick leave because of a serious illness may make a direct  
3 appeal to the Superintendent or his/her designee for additional paid time.  
4

5 B. Sick Leave Donation Program – This program allows employees to donate sick leave to another  
6 specific employee who meets the following criteria: (a) the employee has been employed by the  
7 district for at least (12) months, (b) the employee has exhausted all of his/her sick, vacation,  
8 personal and comp time, and (c) the employee is or will be out for their own serious health  
9 condition as defined by FMLA. The employee receiving the donated sick time may receive a  
10 lifetime maximum of thirty (30) days sick time. The donating employee must submit a  
11 completed “Sick Leave Donation Form” to his/her supervisor and to the department supervising  
12 administrator for approval before forwarding the form to the human resources department for  
13 final approval. This program cannot be used as a replacement for the time used routinely as  
14 personal and family illness. Any donated sick time not used for the employee’s serious health  
15 condition will revert back to the donating employee at the conclusion of the leave.  
16

17 C. If an employee terminates employment before completing ten (10) months of service and has  
18 taken ten (10) days of sick leave with pay, an adjustment will be made in the final pay check in  
19 an amount to reimburse the District the number of sick leave days paid for in excess of the  
20 number of months worked. New employees accrue sick leave, but are not eligible to use the  
21 accrued days until they have been employed three (3) months.  
22

23 D. Absence due to illness in the immediate family -- spouse, domestic partner parents, brothers,  
24 sisters, children, grandparents -- or any person, who is wholly dependent upon the employee, is  
25 limited to a maximum of ten (10) days annually. Absences used for this purpose will be  
26 reduced from the employee's sick leave.  
27

28 If illness occurs to others of close relationship or connection, absences, if requested, may be  
29 approved by the Superintendent of Schools or his or her designee within the same ten (10) day  
30 limitation. Leave in excess of ten (10) days annually may be approved by the Superintendent of  
31 Schools his or her designee.  
32

33 E. Sick Leave buyback – Upon retirement with the district, full-time employees with at least 10  
34 years experience in Parkway, 200 hours of accrued sick leave and who are eligible to retire  
35 through PEERS will be able to sell back their sick time at the following rate: Beginning January  
36 1, 2010.  
37

1-100 days	\$50 /day
100-150 days	\$75 /day
150-200 days	\$100 /day

38  
39  
40  
41 **ARTICLE XVII**  
42 **ATTENDANCE**  
43

1 Employee attendance is very important to the daily operation of the district. To this end, casual,  
2 unscheduled and/or undocumented absenteeism is a significant concern due to the impact it has on  
3 work schedules, operational considerations and the cost to the district.

4  
5 Definitions:

6  
7 Perfect Attendance- No use of sick leave (excluding Workers Compensation) and no unscheduled  
8 use of personal, vacation, comp or other leave time. Bereavement leave will not count against  
9 perfect attendance.

10  
11 Undocumented Absence- Any use of sick leave that is not supported by written verification either  
12 voluntarily provided by the employee or requested by the supervisor.

13  
14 Unscheduled Absence- Absence from work for any reason that has not been previously scheduled  
15 five (5) days in advance with your supervisor by requesting time off in workforce. The five-day  
16 period may be shortened or waived at the discretion of the Department administrator based on an  
17 assessment of the impact of such an absence on normal operation.

18  
19 In order to encourage employee attendance, any employee with perfect attendance over a six month  
20 period will receive an extra vacation day.

21  
22 Excessive absenteeism that may trigger discipline:

23  
24 Six (6) occurrences\* of unscheduled and undocumented absence in a fiscal year (July 1-  
25 June 30)

26  
27 \* An absence of consecutive days is considered one occurrence.

28  
29 It is always the intention of the District to provide positive support to employees who are  
30 experiencing difficulties. As such supervisors may verbally consul or discuss employee attendance  
31 at any time in a non-disciplinary manner. If attendance does not improve by the 6<sup>th</sup> occurrence, the  
32 following disciplinary track will be followed: written warning, final written warning, suspension for  
33 1 day, suspension for five days, recommendation to the Board of Education for termination.

34  
35 Doctor's statements will be required for sick leave absences of three (3) consecutive days or more.  
36 Under certain circumstances (e.g. when pattern absenteeism is observed or employee has received a  
37 verbal or written notification for poor attendance) doctor's statements may be required at the  
38 supervising administrator's discretion for sick leave of less than three (3) consecutive days. These  
39 requests must be made in advance of an employees absence.

40  
41 An employee should first call his/her department supervisor as early as possible, but no later than  
42 30 minutes before his/her scheduled starting time, to report his/her absence due to illness. If the  
43 department supervisor does not answer, then an employee should leave a message and then contact  
44 security.

45  
46 This article will be reviewed by CWA and management by July 1, 2010.

1  
2 **ARTICLE XIVXVIII**

3  
4 **LEAVE OF ABSENCE**

5  
6 A. Jury Duty

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

14  
15 B. Military Leave

16  
17 Leave to serve in any component of the Armed Forces of the United States is in  
18 accordance with Board of Education policy and state and federal law.

19  
20 C. Bereavement

21  
22 It is the policy of the Board of Education to grant a bereavement leave with pay in an  
23 amount not to exceed five (5) days for each death in the immediate family -- spouse,  
24 domestic partner, parents, parents-in-law, brothers, sisters, children, grandparents,  
25 grandchildren -- or any person who is wholly dependent upon the employee. The district  
26 will provide up to 2 (two) days for the death of aunts, uncles, brothers in-law, sisters in-law,  
27 children in-law and grandparents in-law. However, if extenuating circumstances, such as  
28 travel needs and funeral arrangements require the employee to be absent more than five (5)  
29 days, additional leave with full pay may be approved by the Superintendent or designee. If  
30 death occurs to others of close relationship or connection, absence, if requested, may be  
31 approved by the Superintendent of Schools or designee.

32  
33 D. Leave For Child Rearing

34  
35 Leave covered under the Family Medical Leave Act (FMLA) shall be granted to employees  
36 qualifying for such leave. Eligible employees shall be granted all benefits covered under the  
37 Act. In addition, leave may be granted to any full time regular employee for purposes of  
38 rearing his/her child under the age of two (2) years. Application for leave shall be made to  
39 the Human Resources Department at least four (4) weeks prior to the planned date of  
40 commencement of the leave. Leave may continue for:

- 41  
42 1. A portion of the balance of the current school year.  
43 2. The balance of the current school year.  
44 3. The balance of the current school year and the entire succeeding school year.

45  
46 Neither salary nor fringe benefits will be paid during the leave. Upon return to the School

1 District, the employee shall be reinstated in a position for which he/she is qualified.

2  
3 E. Leave for Other Reasons

4  
5 Leave for other reasons may be granted without pay for a period not to exceed one (1) year.  
6 Application for leave shall be made to the Human Resources Department. Upon return to  
7 the School District, the employee shall be reinstated in a position for which he/she is  
8 qualified.

9  
10 F. Leave for Adoption

11  
12 Leave covered under the Family Medical Leave Act (FMLA) shall be granted to employees  
13 qualifying for such leave. Eligible employees shall be granted all benefits covered under the  
14 Act. In addition, a leave for adoption of a child two years of age or younger will be granted  
15 to any full time or regular employee. Application for adoption leave shall be filed with the  
16 Human Resources Department at the time the employee is approved for adoption privileges.  
17 The leave will commence as soon as the child has been released to the care of the adoptive  
18 parent(s).

19  
20 The provisions and reinstatement shall be the same as for Leave for Child Rearing.

21  
22 **ARTICLE XIX**

23  
24 **TRANSFERS, PROMOTIONS AND LAYOFFS**

25  
26 A. Length of service in the School District will be the determining factor in promotions,  
27 transfers, or changing employees' job classifications within the unit, provided the following  
28 two (2) factors are relatively equal:

- 29  
30 1. Qualifications. - Ability to meet the qualifications and perform the essential job duties  
31 as outlined in the position job description. (Temporary assignment to the position will  
32 not be a factor when evaluating candidates.)  
33 2. Performance Evaluations. Upon obtaining the employee's written permission, the  
34 Union will be permitted access to any and all performance related materials used in  
35 making a promotion, transfer, or reclassification decision.

36  
37 All new job postings, responsibility positions, and shift assignments shall be posted. All  
38 postings shall be on all mutually approved bulletin boards designated for the Union by the  
39 School District and on inside Parkway. All employees will be entitled to apply for all job  
40 postings, which will be posted for at least five (5) working days. Efforts will be made to  
41 place returning employee in original or an equivalent job, which he/she left. Management  
42 has the right to set limits on the percentage of family members in small departments. When  
43 technical experience, skills and other pertinent qualifications are reasonably equal,  
44 employees within the bargaining unit will be transferred over outside new hires for positions  
45 within the bargaining unit. Management's selection decision is non-grievable due to the  
46 confidential nature of collateral personnel issues which may be involved in such decisions.

1 However, workers may pursue additional discussion through the complaint process.  
2

3 In the case of an employee-initiated transfer into a new work classification, the employee  
4 will be allowed to return to his/her former classification if such a move is requested by the  
5 employee within twenty-five (25) working days of the transfer and a position within that  
6 classification is open. Management can return an employee to any position (at the former  
7 classification and at the former rate of pay) within ninety (90) working days of the transfer  
8 should work performance be judged unsatisfactory. In either case, the employee returned to  
9 a former classification should not suffer any loss in the conditions of employment from the  
10 originally held position.  
11

12 B. All vacancies occurring between the opening of school and June 1st will be listed by the  
13 Human Resources Department postings in the operating departments and schools and on all  
14 bulletin boards designated for Union. Vacancies occurring from June 1st until the opening  
15 of school will be posted in the Human Resources Department and all bulletin boards  
16 designated for the Union.  
17

18 C. Layoff - Length of service in each classification shall be the determining factor provided the  
19 following two (2) factors are relatively equal:  
20

- 21 1. Qualifications. - Ability to meet the qualifications and perform the essential job duties  
22 as outlined in the position job description.
- 23 2. Performance Evaluation. The top service rating is granted to all Executive Board  
24 Members, Chief Stewards, and Stewards for the purposes of layoffs.  
25

26 D. An employee transferred out of the Union will not accumulate seniority thereafter but will  
27 retain his/her Union seniority for a period up to one (1) year following the date of such  
28 transfer.  
29

30 An employee who returns to the Union will be returned to the job and shift held  
31 immediately prior to taking such transfer, unless during the time of their transfer, due to  
32 lack of work, they would have been reclassified had they been in the department, then the  
33 employee will have all rights as provided in paragraph A.  
34

35 F. An employee who is employed by the School District originally in a position outside of the  
36 Union shall not accumulate length of service in the Union while working in such position.  
37

## 38 **ARTICLE XX**

### 39 **SALARIED NON-BARGAINING UNIT EMPLOYEES PERFORMING UNION WORK**

40 It is the intent of the parties that a salaried employee will not perform the work of a union employee  
41 on a *regular basis*. The parties understand that during emergencies, for safety reasons or training  
42 purposes, non bargaining unit employees may perform work along with or in place of bargaining  
43 unit employees if the following conditions are met:  
44  
45  
46

- A reasonable attempt has been made to get a bargaining unit employee to report that has identified him or herself as available for emergency overtime, or
- No bargaining unit employee has signed up for known overtime by 12:00 p.m. on Friday

## ARTICLE XXI

### 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.

1  
2 Employees are encouraged to read the booklets describing the group insurance programs in  
3 order to assure that they and their dependents receive all benefits due them under the  
4 program. If a question or problem arises pertaining to the program or claim settlement, the  
5 employee should contact the Benefits Office.  
6

7 Eligible employees whose term of employment is less than twelve (12) months will be  
8 billed for dependent coverage during the time they are not working. Failure to pay these  
9 premiums by the due date will result in automatic termination of dependent coverage.  
10 There is a ninety (90) calendar day waiting period before their coverage becomes reinstated.  
11

12 Status as a retired employee is determined by qualifying for benefits under the state  
13 retirement system.  
14

15 Employees who retire or leave the School District shall have the opportunity to convert their  
16 life insurance to individual policies, if available from the insuring company.  
17

18 The District provided disability coverage will take effect the later of thirty (30) calendar  
19 days following the disabling event or depletion of the employee's accrued sick time  
20 following a disabling event. The District paid health insurance fringe benefit will continue  
21 through the end of the month following one (1) calendar year after commencement of  
22 disability coverage. Purchase of extended coverage may be available in accordance with  
23 COBRA regulations in effect at that time.  
24

25 Employee insurance coverage will remain in force for the balance of the month in which  
26 termination occurs.  
27

28 B. Injury on the Job  
29

30 Any employee incurring on-the-job injury must report it on the day of the accident to his/her  
31 supervisor and complete an accident report. Medical treatment for work related injuries  
32 must be provided at the facilities elected by the School District.  
33

34 C. Workers' Compensation  
35

36 Workers' Compensation will be in accordance with State law and District policy.  
37

38 D. Retirement Plan  
39

40 All full- and part-time bargaining unit employees who do not hold a current Missouri  
41 Teaching certificate and are scheduled to work in excess of 19.99 hours per week must  
42 enroll in Public Education Employee Retirement System (PEERS) of Missouri. Effective  
43 July 1, 2006 2009, the employee contributes 6.5% (and this percentage will increase .25%  
44 each year) of his/her income (including medical insurance benefits) to the plan (or as  
45 amended by the Retirement Board) and the School District contributes a matching amount.  
46 This rate is set by the Retirement System of Missouri and is subject to change during the life

1 of this Agreement. Employees who terminate their employment with the School District  
2 may be able to withdraw their contributions according to the rules and regulations of the  
3 Retirement System and must personally contact the Retirement Office in Jefferson City  
4 concerning this withdrawal at

5 P. O. Box 268  
6 Jefferson City, MO 65102  
7 (573) 751-3414 or 1-800-392-6848  
8 www.psrs-peers.org  
9

10 E. Tax Sheltered Annuities (403b or 457)

11  
12 Employees may modify their annual salary by having a portion withheld for tax-sheltered  
13 annuities that meet School District qualifications. Plan limits and additional” catch-up”  
14 contributions for employees age 50 or over are subject to annual IRS changes.  
15

16 F. Section 125 Plan

17  
18 All employees are automatically enrolled in the District’s IRS Section 125 plan whereby  
19 premium contributions for medical / dental / vision care insurance are made through pre-tax  
20 payroll deductions. Employees may also allocate a portion of wages on a pre-tax basis to a  
21 Dependent Care Reimbursement Account and/or a Medical Reimbursement Account.  
22

23 **ARTICLE XXII**

24 **NON-DISCRIMINATION**

25  
26  
27  
28 It is the policy of the School District and the Union to not discriminate against any employee or  
29 applicant for employment on account of race, color, age, religion, gender, national origin, or  
30 disability.  
31

32 **ARTICLE XXIII**

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

34 A. Failure to Report To Work

35  
36  
37  
38  
39 It shall be the employee’s obligation to notify the School District immediately when he/she  
40 is unable to report for work. If an employee fails to report for work for three (3) days and  
41 does not call a person designated by his/her supervisor, he/she will be considered as having  
42 voluntarily quit. Employee may appeal through the grievance process.  
43

44 B. Current Personal/Contact Information

45  
46 In the event an employee has a change in name, address, telephone number, or dependents,

1 the employee shall immediately notify his/her department's administrative office, the  
2 Human Resources Department, and the Union of the change.

3  
4 **ARTICLE XXIV**

5  
6 **HEALTH AND SAFETY**

7  
8 The District and the Union pledge our commitment to safety, based on our vision to create a  
9 working environment that places the highest value on the welfare of the individual, to instill a sense  
10 of ownership and to embrace excellence in all aspects of performance. The use of meetings,  
11 reports, programs providing training, outreach and education, establishing partnerships, and  
12 encouraging continual improvement and accountability in workplace safety and health, and  
13 recognition of employees will cultivate safe working habits.

- 14  
15 A. Employees will be issued appropriate health and safety equipment. As part of our  
16 mutual pledge to high accountability for personal safety, the failure to observe  
17 accepted safety rules or wear protective equipment when required will be cause for  
18 discipline up to and including dismissal. The School District will not force  
19 employees to risk their health or safety or to perform a task for which they have not  
20 been trained or are not qualified to perform. If employees feel they are asked to  
21 perform a task they feel is unsafe, they may contact either the Director of Facilities  
22 or the Parkway Safety Specialist before proceeding.
- 23  
24 B. In the event that the physical work environment is deemed unsafe by a Director of  
25 Facilities or Parkway Safety Specialist, employees will be temporarily re-assigned to  
26 a new task or released from work without loss of pay.
- 27  
28 C. Emergency safety information will be provided to all employees in their native  
29 language.

30  
31 **ARTICLE XXV**  
32 **UNIFORMS**

33  
34 Employees are expected to look professional at all times. Appropriate attire will be  
35 considered either slacks, jeans or shorts (when appropriate), Parkway polo shirts,  
36 uniform shirts, or Parkway t-shirts (when appropriate). Employees will be allowed to  
37 wear school orientated clothing. All bargaining unit employees shall receive an  
38 appropriate number of new uniforms each year, which will be supplied at no cost to the  
39 employee, through the School District. Employees will have a choice as to what uniform  
40 items they receive based on the operating budget. Identification badges must be worn  
41 while on duty at all times.

42  
43  
44 **ARTICLE XXVI**

45  
46 **UNION ACTIVITIES**

- 1  
2 A. **New Hire Orientation** The Union will be permitted to have a welcoming letter to all new  
3 bargaining unit employees in the District's employee orientation packet. During  
4 orientation/new employee training session, a Union representative will be permitted to  
5 speak and answer questions for approximately 15 minutes and may remain in the building  
6 to answer additional questions. The union will be notified of orientation programs in  
7 advance.  
8
- 9 B. **Bulletin Boards** Accessible locations will be identified in all school buildings, facilities,  
10 security and the warehouse where the union will be allowed to maintain information  
11 bulletin boards. It will be the responsibility of the union to maintain the board. District  
12 managers or administrators may not post material on the board. The union agrees not to post  
13 distasteful or derogatory material.  
14
- 15 C. **Email** Electronic mail addresses within the Parkway network are available to all union  
16 officers and representatives in order to support and enhance communications to and from all  
17 bargaining unit members, administrators, and union officers.  
18
- 19 D. In an effort to promote a harmonious relationship between Parkway and the Union, Parkway  
20 management agrees to remain neutral in regard to any employee's membership status or  
21 activities with the Union. Neutral is defined as neither opposed nor supportive of union  
22 membership or activity. Violations of this article may be processed through the grievance  
23 procedure and may result in disciplinary action.  
24

## 25 **ARTICLE XXVII**

### 26 **SCHOOL CLOSINGS**

- 27  
28
- 29 A. In the event of any unscheduled district closing those employees required to remain on duty  
30 while other Facilities support staff are excused with pay shall receive comp time equal to  
31 the number of hours worked during which the District was closed or a commensurate rate of  
32 straight time pay. The form of the compensation shall be at the discretion of the employee.  
33
- 34 B. In the event of any unscheduled schools closings, non-emergency personnel may use sick,  
35 vacation, personal or unpaid leave without penalty.  
36

## 37 **ARTICLE XXVIII**

### 38 **CONTINUING EDUCATION AND TRAINING**

- 39  
40
- 41 A. The District agrees to provide access to training to all employees in the bargaining units in  
42 order to provide the highest quality services to the District. Training programs either  
43 provided or required by law, ordinance or policy or to comply with a District interest, will  
44 be paid for by the District. Employees may apply for release time and/or registration fees to  
45 attend job related trainings. Approval will be based on budget limitations and requires the  
46 approval of the director of the impacted department or his/her designee.

1  
2 B. Tuition reimbursement will be offered in compliance with the Board of Education policy.  
3

4 **ARTICLE XXIX**

5  
6 **SECURITY CAMERAS**  
7

8 Requests of security officers to review camera's can only be made by the Chief of Security, the  
9 Superintendent or the designee of the Superintendent of the Parkway School District. If a digital  
10 recording is going to be used for disciplinary action, the employee can have access to the recording  
11 and may request a representative.  
12

13 **ARTICLE XXX**

14  
15 **AGREEMENT EXPIRATION DATE**  
16

17 The language of the Agreement between the parties shall be effective for the period from July 1,  
18 2009 to midnight June 30, 2012.  
19

20 Subject to the language of Article IX (WAGES) A three year Classification and Wage plan for FY  
21 10, 11, 12 is contained in Appendix A and B. The plan shall be effective from July 1, 2009 to  
22 midnight June 30, 2012.  
23  
24  
25  
26  
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