

**Adams 12**   
**Five Star Schools**

**2020 • 2025**

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# ***Master Agreement***

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*between*

**Board of Education  
Adams 12 Five Star Schools**

*and*

**Adams 12 Five Star Schools  
Classified School Employees' Association**



**2020 Calendar Year**

ADAMS 12 FIVE STAR SCHOOLS  
ADAMS COUNTY, COLORADO  
CLASSIFIED SCHOOL EMPLOYEES' ASSOCIATION

Paul Williams, President  
Rob Keeney, Vice President  
Cindy Douma, Secretary  
Lin Pritchard, Treasurer

ADAMS 12 FIVE STAR SCHOOLS  
ADAMS COUNTY, COLORADO

Christopher E. Gdowski, Superintendent

BOARD OF EDUCATION

Ms. Kathy D. Plomer, President  
Ms. Laura P. Mitchell, Vice President  
Mr. Brian M. Batz, Director  
Ms. Jamey L. Lockley, Director  
Ms. Lori B. Goldstein, Director

## **P R E A M B L E**

The Board of Education of Adams 12 Five Star Schools and the Classified School Employees' Association recognize and declare that providing a quality education for the pupils in Adams 12 Five Star Schools, Adams County, is the paramount aim of the district, and that the character of such education depends, in part, on the quality and morale of the classified employees of the district. The Board of Education and the Association further recognize and declare that:

The Board of Education, under law, has the final responsibility of establishing policies for the district.

The Superintendent and his/her staff have the responsibility of carrying out the policies established.

The classified employees have the responsibility of providing the best possible skilled services that require the possession of specialized training and qualifications.

Attainment of the objectives of the educational program of the district requires mutual understanding and cooperation between all concerned. To this end, good-faith negotiations between the Board and the Association, with a free and open exchange of views, are desirable.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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# ARTICLE 1

## Definitions

- 1.1 District shall mean Adams 12 Five Star Schools, in the County of Adams, State of Colorado.
- 1.2 Board shall mean the Board of Education of Adams 12 Five Star Schools (district), in the County of Adams, State of Colorado.
- 1.3 Superintendent shall mean the Superintendent of Schools, or his/her designee, Adams 12 Five Star Schools, in the County of Adams, State of Colorado.
- 1.4 Association shall mean the Classified School Employees' Association (CSEA) of Adams 12 Five Star Schools, in the County of Adams, State of Colorado, its agents and representatives.
- 1.5 Employee shall mean a person employed by the district in a job classification paid according to the Classified Salary Schedule of the district.
- 1.6 Days shall mean calendar days unless otherwise specified.
- 1.7 Benefits shall include the following:
  - Insurance Benefits (Article 11)
  - Time-off Benefits (Article 12)
  - Other Benefits (Article 13)
  - Military Leave (Article 14)
  - Unpaid Leave of Absence (Article 15)
  - Parental Leave (Article 16)
  - Bereavement Leave (Article 17)
  - Sick Leave Bank (Article 18)
  - All other benefits as negotiated in the Agreement
- 1.8 Benefited Employee shall mean a non-Nutrition Services employee who is regularly scheduled to work twenty (20) hours per week or more, or a Nutrition Services employee who is regularly scheduled to work twenty-five (25) hours per week or more.
- 1.9 Non-Benefited Employee shall mean a non-Nutrition Services employee who is regularly scheduled to work less than twenty (20) hours per week or a Nutrition Services employee who is regularly scheduled to work less than twenty-five (25) hours per week, or an employee whose employment is seasonal.
- 1.10 Party or Parties shall mean the Board of Education of Adams 12 Five Star Schools, Adams County, in the State of Colorado, or its employees acting on its behalf, and the Classified School Employees' Association of Adams 12 Five Star Schools, Adams County, in the State of Colorado, or members of the Association acting on its behalf, or the agents of either.
- 1.11 Membership shall mean employees of the district who have voluntarily joined the Association.
- 1.12 A Supervisor is one who recommends candidates for hire, recommends termination to Human Resources, evaluates performance, coaches, initiates and implements progressive discipline. The reclassification process shall be used when designating positions as supervisory. All postings and job descriptions must be clearly marked supervisory. In the event that a supervisory position becomes non-supervisory, the affected employee(s) shall receive the supervisory rate of pay for a 90-day period after the date of notification of the job change. If the employee is provided notification beyond the 90-day period, no additional compensation is provided. All classified supervisors shall be covered by the provisions of this Agreement in every respect, and may be members of the Association on the same basis as any other employee.

- 1.13 A Temporary Employee is a person employed by the district for fewer than 90 days in a classified job position placed on the Classified Salary Schedule. All exceptions shall be reviewed by an ad hoc committee comprised of the Chief Human Resources Officer, the department head, the Association president or designee, and one additional Association member.
- 1.14 A Seasonal Employee is a person employed by the district for a duration of less than six months and works only in the same part of the year, such as summer or winter, with employment ending after the season. The seasonal employee will be employed in a classified job position placed on the Classified Salary Schedule. All exceptions shall be reviewed by an ad hoc committee comprised of the Chief Human Resources Officer, the department head, the Association President or designee, and one additional association member. A seasonal employee is not eligible for benefits.
- 1.15 A Confidential Employee shall mean any individual who has access to confidential labor relations information, or whose functional responsibilities or knowledge of the employer's affairs makes participation in the affairs of an employee organization incompatible or inconsistent with his official duties of employment.
- 1.15.1 Notwithstanding the provisions of 2.2.1 of this Agreement, the following listed confidential employees may retain membership in the Association and will be covered by the terms and provisions of this Agreement except that such employees may not, as a condition of continued employment by the district, hold any office in the Association or be a part of the Association bargaining team in any negotiations with the district:
- One secretary to be designated by the Superintendent
  - One secretary designated by the Board of Education
  - Two employees in the Human Resources Department
- The district will provide, on an annual basis, a list of the employees covered by this section. Whenever, due to a change in circumstances, the individual persons covered by this exclusion are altered, the Association will be so notified in writing.
- 1.15.2 The definition of a confidential employee as designated in this Article may be expanded by mutual agreement in writing.
- 1.16 A Substitute Employee is an employee whose hours are restricted to the employee's position they are filling, who is used on an as-needed basis. The need is determined by the absence of a temporary or regular employee. The substitute employee is paid an hourly rate for the position they are filling and does not receive any benefits.
- 1.17 Overtime Eligibility – Position Classification. All positions included in the classified pay plan shall be designated as eligible for overtime (non-exempt) or not eligible for overtime (exempt) according to the guidelines set forth in the Fair Labor Standards Act (FLSA).
- Non-exempt – Positions are eligible for overtime and compensatory time according to FLSA guidelines.
  - Exempt – Positions are not eligible for overtime or compensatory time according to FLSA guidelines.
- Recommendations for non-exempt or exempt status based on FLSA guidelines shall be reviewed and agreed upon by the Association and the Human Resources Department.
- 1.18 Seniority shall be determined as of the first date of the employee's most recent continuous period of employment. Seniority shall constitute priority when resolving scheduling conflicts.

- 1.19 Good Faith. The term "negotiate in good faith" as used in this Agreement shall mean the obligation of the district through its appointed representatives and of the Association through its elected and appointed representatives to meet at reasonable times and places with the willingness to examine the other party's position on any matter which is properly the subject of bargaining; however, neither party shall thereby be compelled to agree to a proposal or to make a concession.
- 1.20 Work Day. The term "working day" shall refer to any day which is not a Saturday, Sunday or holiday as defined in Article 12.2 of this Agreement.
- 1.21 Work Week. The term "work week" shall mean that period of time beginning 12:01 a.m. Sunday and continuing through 12:00 midnight the following Saturday.
- 1.22 Work Year

<u>Employee</u>	<u>Days Worked and Paid</u>
Twelve month	247 - 260
Eleven month	220 - 246
Ten month	200 - 219
Nine month	up to 199

- 1.23 Extended Work Year. The term extended work year shall refer to when regular employees perform the duties of their assigned position beyond their regularly scheduled work year, as defined in Article 1.22. *Example:* A 10-month employee, regularly scheduled to work from 200-219 days, actually works 225 days in a calendar year and now qualifies for the same benefits as an 11-month employee for that calendar year. The employee shall retain the status of a 10-month employee in the following calendar year.
- 1.24 Flexible Scheduling. The term "flexible scheduling" shall mean an alternative work arrangement that must be mutually agreed upon to provide the employees and/or the district with greater flexibility to meet their respective needs. If an agreement cannot be reached, the employee must be paid according to Fair Labor Standards Act (FLSA) guidelines. Flexible scheduling must be documented and accurately recorded on time sheets.

Flexitime - Variable work hours requiring employees to work a standard number of core hours within a specified period of time but altering the start time or ending time. *Example:* An employee normally scheduled to work Monday – Friday, 8:00 a.m. to 5:00 p.m., is asked to work late on Wednesday until 7:00 p.m. to assist with an after-hours event. On Thursday, the employee leaves at 3:00 p.m. to "flex" the two hours worked late on Wednesday.

Note: The use of "flex" hours must take place within the defined work week and may not be applied to a previous work week or future work week.

Compressed Work Week - Variable work schedule that allows an employee to work a standard work week in less than a traditional five-day period. The most common example of a compressed work week is a four-day work week of four 10-hour days.

Adjusted Lunch Period - A defined lunch period that exceeds the typical 30-minute scheduled lunch.

- 1.25 Continuous Service. The term "continuous service" shall mean the period of time from date of hire that an employee is employed as an employee or temporary employee without any break in district employment. Employment as a substitute employee as defined herein constitutes a break in employment.
- 1.26 Temporary Position. A position may be established up to one calendar year, or for the duration of an employee's leave of absence. At the end of the time period, the position will either be abolished or made a regular position.

A temporary position will be filled as follows:

1. A temporary position is created.
  2. A vacancy notice is posted.
  3. A substitute may be used until the position is filled via the vacancy notice.
  4. If the temporary position was filled via a posting which announced that the position "may become regular," the individual occupying the temporary position can be assigned to the regular position. If not, the regular position vacancy will be posted and filled through an interview process.
  5. The position may be filled by an employee currently occupying an established regular position. If the employee and the current supervisor mutually agree in writing prior to the transfer to the temporary position, the employee may return to the previous position at the end of the existence of that temporary position.
  6. Any employee of the district who fills a temporary position will receive 100% of the appropriate step on the classified salary matrix. The employee will receive benefits if the temporary position is regularly scheduled for 20 hours or more per week for non-Nutrition Services or 25 hours or more per week for Nutrition Services. (Refer to Article 1.7 for benefits.)
- 1.27 Grant Position. A position with regular status for the duration of funding. Exception: mandates by grant shall be reviewed by an ad hoc committee comprised of the following representatives: Human Resources, grant coordinator and Association member.
- 1.28 Substantially Equal. When an internal and external applicant are equal in qualifications, the current district employee will be recommended for the position. As determined in the interview process, an external applicant must achieve an overall rating of 10% or more over the current district employee in order to be placed in the classified position. When appropriate, additional skills testing shall be included (i.e.: typing test, mechanical test, etc.). See Article 9.1.4 for further clarification.
- 1.29 Family Medical Leave Act (FMLA) Eligibility. An employee who has been employed by the district for at least one year and who has worked for a minimum of 1,250 hours over the previous twelve (12) months shall be entitled to take leave totaling twelve (12) work weeks in a rolling 12-month period measured backwards from the date of any FMLA usage once eligibility has been established for purposes described under FMLA.

## ARTICLE 2

### Recognition and General Provisions

- 2.1 This agreement is made and entered into by and between the Board of Education of Adams 12 Five Star Schools, in the County of Adams, State of Colorado, and the Classified School Employees' Association of Adams 12 Five Star Schools, in the County of Adams, State of Colorado, and is subject and subordinate to the laws of the State of Colorado.
- 2.2
  - 2.2.1 The district recognizes the Association as the sole and exclusive representative of any employee, not excluded below, who is paid according to the classified salary schedule of the district, for the term of this Agreement, for the purpose of negotiating with the district with respect to wages, hours, and other terms and conditions of employment. In no event, however, does the district recognize the Association as the representative, for any purpose, of any confidential employee, temporary employee, substitute employee, or executive, supervisory or administrative employee.
  - 2.2.2 This Agreement shall not be construed to bar either party from raising or litigating the propriety of this bargaining unit in any administrative or legal forum in pursuit of any position that may be supported by state or federal legislation affecting the bargaining rights of public employees.
  - 2.2.3 The scope of bargaining shall be as set forth above. In the event of inability of the parties to resolve any disputes concerning whether a particular Association demand deals appropriately with wages, hours or other terms and conditions of employment, or the appropriateness of the bargaining unit, either party may refer the issue for resolution, pursuant to the grievance procedure.
- 2.3 The Association recognizes that the Board has certain powers, discretions and duties that, under the constitution and laws of the State of Colorado, may not be delegated, limited or abrogated by agreement with any party. Accordingly, any provision of this Agreement found contrary to law, as applied with regard to the Association, the district or any employee of the district, shall automatically be deleted from this Agreement as of the effective date of the decision determining invalidity of such provision, but other provisions of this Agreement shall continue in full force and effect.
- 2.4 In case of any direct conflict between the expressed provisions of this Agreement and any written Board policy, district policy, administrative directive or school/department policy, the provisions of this Agreement shall prevail.
- 2.5 The Association agrees that differences between parties shall be settled as provided in this Agreement. The Association agrees that it shall not cause, support, or engage in a strike, work slow-down, or any other form of withholding services, nor shall the Association employ any such practice that would in any way adversely affect the learning opportunities normally available to the students of the district.
- 2.6 This Agreement constitutes the entire Agreement between the district and the Association, and as of the effective date of this Agreement, all prior agreements are no longer valid or subsisting, except as provided herein.
- 2.7 The district and Board policy concerning recognition, certification and decertification shall govern questions concerning the exclusive representative of the employees covered by this Agreement. That policy adopted last during 1977 shall continue in effect for the term of this Agreement.

2.8 Failure of either party to enforce, or insist upon, the performance of any term, condition or provision of this Agreement in any one or more instances shall not be deemed a waiver of such term, condition or provision. No term, condition or provision of this Agreement shall be deemed waived by either party unless such waiver is reduced to writing and signed by the Association officers and the Board. If such written waiver is given, it shall apply only to the specific case for which the waiver is given, and shall not be construed as a general or absolute waiver of the term, condition or provision, which is the subject matter of the waiver.

## ARTICLE 3

### Term of Agreement

- 3.1 This Agreement shall become effective on the 1st day of January 2020, and remain in full force and effect through the 31st day of December 2025.

## ARTICLE 4

### Rights of the Parties

- 4.1 The Association and its representatives shall have the privilege of using available school facilities at reasonable times for Association business meetings at no cost.
- 4.2 The Association shall have the privilege of using the district's mail service and employees' mailboxes to distribute communications to employees. Copies of all notices or communications released through mailboxes and/or district e-mail will be acknowledged by the Association and sent to the Superintendent and Assistant Superintendents. The use of school mailboxes and mail service is limited to notice of its activities and matters of organization concern.
- 4.3 A specific area will be designated within a facility for Association use; the Association shall have the privilege of posting notices of its activities and matters of organization concern. Copies of all notices or bulletins posted on such bulletin boards will be acknowledged by the Association and sent to the Superintendent and Assistant Superintendents.
- 4.4 The Association recognizes the prerogatives of the Board to operate and manage its affairs in all respects in accordance with its authority, discretions, responsibilities, and powers of authority as set forth under the constitution and the laws of the State of Colorado.
- 4.5 Except as otherwise specifically provided herein, the management of the district, and the direction of the work force, including, but not limited to, the right to hire, the right to discipline, or discharge for proper cause, the right to decide job qualifications for hiring, the right to lay off for lack of work or funds or other legitimate reasons, the right to establish or abolish positions, the right to make rules and regulations governing conduct and safety, the right to determine the mission of the district and the methods or means by which it is to be achieved, the right to determine schedules of work, the right to subcontract work, together with the right to determine the methods, processes and manner of performing work, are vested exclusively in the Board. The Board, in exercising these functions, will not discriminate against any employee because of his or her membership in the Association.
- 4.6 The parties agree that each has had full and unrestricted right and opportunity to make proposals, advance and discuss all matters properly within the province of collective bargaining. This Agreement constitutes the full and complete agreement of the parties, and there are no others, oral or written, except as specified in this Agreement. Each party, for the term of this Agreement, specifically waives the right to demand or petition for changes herein, or additions hereto, whether or not the subjects were known to the parties at the time of execution hereof.
- 4.7 The Association and the Board of Education agree that cooperative efforts are beneficial to the district, and the Association with this understanding shall request release time for designated Association members to assist in these cooperative efforts. The Association President and Coordinator shall be released from normal work duties up to and including full time, subject to the following:
  - (a) As of January 1, 1996 the Association President shall be released from his/her position. This position shall be a district position that is filled by the Association through Association guidelines.



- (b) As of January 1, 2005, the Association Coordinator shall be released from his/her position. The position shall be a district position that is filled by the Association through Association guidelines. The Association Coordinator shall be released from normal work duties up to and including eight (8) hours per day.
- (c) Reimbursement from the Association for salary and benefits will be at \$46,433 for the position released for January 1, 2016 through December 31, 2016. Reimbursement from the Association for salary and benefits will be at \$72,433 for the position released starting January 1, 2017 and thereafter. Mutual agreement between the district and the Association shall be required for more than one (1) coordinator serving concurrently.
- (d) When the Association identifies a need to release an employee the Association shall reimburse the district at a substitute rate only if the unit or building has to bring in a substitute.
- (e) The Association President must obtain his/her supervisor's approval of the time to be taken, when released less than full-time, except in emergencies, and per Article 10.4.5, a reasonable period for release time will not be rejected. In the event the supervisor determines that insufficient notice has been provided to make reasonable accommodations to the work needs, the supervisor may deny the request for the release time. For the purposes of this Article, mutual agreement between the Association President and the appropriate supervisor upon the release schedule, set forth in a written memorandum, shall be considered full compliance with any requirement of notice by the Association President to his/her supervisor.

The Association President or other Association representatives shall have the right to visit work sites and speak to work unit employees providing such visit is not disrupting the work schedules. The Association shall notify the Principal or Supervisor or their designee upon arrival.

- (f) For the purposes of this article, wherever permission is required to be obtained, it shall not be unreasonably withheld.

4.7.1 The returning President and Coordinator agree that they will remain current in the qualifications of said positions held, with the understanding they will return to previous existing position(s), receiving full experience credit.

In the event that the current position(s) no longer exist, due to the abolishment of the said position(s), the employee(s) shall return to a position for which they are qualified and be placed on the salary schedule at the same level and step that they currently hold.

- 4.8 Necessary forms for filing, for serving notices, for making appeals, for making reports and recommendations, for grievance processing, and necessary documents related to the administration of this Agreement will be prepared with the advice of the Association.
- 4.9 The Board and the Association recognize that under state or federal law neither party may discriminate against any employee because of race, color, sex, age, religion, creed, national origin, ancestry, genetic information, marital status, sexual orientation, gender identity, disability, or other basis prohibited by applicable law.

## ARTICLE 5

### Negotiations Procedures

- 5.1 If either party wishes to modify this agreement for subsequent agreements, that party shall give written notice of same to the other party prior to the first day of March of the year which the agreement expires.

The first meeting between representatives of the district and the Association shall be held during the month of October, at which meeting the Association and the district shall present their respective interests on all matters related to the master agreement. Interests are defined as those areas of the contract which the party or parties feels need clarification or change.

Representatives of the Board and of the Association shall meet at reasonable times and places for the purpose of negotiating such a subsequent Agreement.

If an agreement has not been reached by November 15, then an impasse exists by operation of this agreement. The parties may continue to meet in an attempt to resolve the issues in dispute until the arrival of a mediator or fact finder.

5.2 Mediation, Fact Finding, Impasse

5.2.1 If, during the course of negotiations, a mutually satisfactory solution to an issue or issues is not reached, either party may declare in writing to the other party that an impasse exists and submit the issue or issues in dispute to mediation or fact finding. The parties may agree without declaring impasse to submit the dispute to mediation.

5.2.2 After impasse has been declared (or the parties have agreed) within five (5) business days, a list shall be prepared including all items agreed upon to date as well as those items to be submitted to mediation. Each item being submitted to mediation shall show the last position taken by each negotiating team which should thereby clarify the difference between the parties. This list shall be signed by the spokesperson or chief negotiator of both negotiating teams and presented to the mediator, who shall be selected by the American Arbitration Association for this purpose if the parties are unable to reach prior agreement on a mediator. The costs for the services of the mediator, including per diem expenses, if any, and actual and necessary travel expenses, shall be shared equally by the Board and the Association.

5.2.3 If the Board and Association, through their representatives, are unable to mutually agree upon a mediator within ten (10) business days, the mediator shall be selected in the following manner:

5.2.3.1 Immediately after demand for or submittal to mediation, the American Arbitration Association shall be requested by the moving party to submit simultaneously to each party an identical list of the names of five (5) persons skilled in mediation of educational matters.

5.2.3.2 Each party shall have seven (7) business days from postmarked date to postmarked date in which to cross off any names to which it objects, number the remaining names in order of its preference and return the list to the American Arbitration Association. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable.

5.2.3.3 From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the American Arbitration Association shall invite the acceptance of a mediator.

- 5.2.3.4 If the parties fail to agree upon any of the persons named, or if those named decline or are unable to act, or if for any other reason an appointment cannot be made from such lists of names, the American Arbitration Association shall appoint a mediator from its other members without submitting additional lists.

#### 5.2.4 Conducting Mediation

- 5.2.4.1 The format, dates and times of meetings will be arranged by the mediator and such meetings will be conducted in closed sessions. No news releases shall be made by either party or the mediator concerning the progress of such meetings. Official minutes shall be kept and costs of clerical assistance and materials shall be shared equally by the Board and the Association. With the approval of all parties, joint periodic reports and/or press releases may be issued.
- 5.2.4.2 The mediator will meet with the representatives of the Board and the Association, either separately or together.
- 5.2.4.3 The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. It is expressly understood that either party shall have the right to have its consultants or advisors present their views to a combined meeting of the parties. Any expenses which may be incurred in securing and utilizing the services of advisory personnel, approved by both parties, will be shared equally by the Board and the Association.
- 5.2.4.4 To the extent that tentative agreements are reached as a result of such mediation, the procedures for ratifying tentative agreements as set forth in this agreement shall apply.
- 5.2.4.5 If mediation fails in whole or in part, the mediator shall report the issues which remain in dispute to the respective parties.
- 5.2.4.6 Any unresolved issues after mediation may either continue in negotiations or may be submitted to fact finding.

#### 5.2.5 Fact Finding

- 5.2.5.1 If the mediation has failed to bring about agreement on all issues submitted to mediation, either the Board or the Association, through their representatives, may request in writing that the issues which remain in dispute be submitted to a fact finder.
- 5.2.5.2 Before submission to fact finding, a list shall be prepared including all items agreed upon to date as well as those items to be submitted to fact finding. Each item being submitted to fact finding shall show the last position taken by each negotiating team which should thereby clarify the difference between the parties. This list shall be signed by the spokesperson or chief negotiator of both negotiating teams and presented to the fact finder.
- 5.2.5.3 The costs for the services of the fact finder, including per diem expenses, if any, and actual and necessary travel expenses, shall be shared equally by the Board and the Association.

5.2.5.4 If the Board and the Association, through their representatives are unable to mutually agree upon a fact finder, the fact finder shall be selected in the following manner:

5.2.5.4.1 Immediately after demand for or submittal to fact finding, the American Arbitration Association shall be requested by the moving party to submit simultaneously to each party an identical list of names of five (5) persons skilled in fact finding concerning educational matters.

5.2.5.4.2 Each party shall have seven (7) working days from postmarked date to postmarked date in which to cross off any names to which it objects, number the remaining names in order of its preference and return the list to the American Arbitration Association. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable.

5.2.5.4.3 From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the American Arbitration Association shall invite the acceptance of a fact finder.

5.2.5.4.4 If the parties fail to agree upon any of the persons, or if those named decline or are unable to act, or if for any other reason an appointment cannot be made from such lists of names, the American Arbitration Association shall appoint a fact finder from its other members without submitting additional lists.

#### 5.2.6 Conducting Fact Finding

5.2.6.1 Responsibility and Authority of the Fact Finder. The Fact Finder shall have authority to hear and make recommendations concerning only the matters referred to Fact Finding under Article 5.2 above, unless the parties mutually agree otherwise.

The Fact Finder shall select as his recommendations either the position of the district or that of the Association, on each issue, unless the Fact Finder is persuaded that an intermediate position would be more appropriate. In such event, the Fact Finder shall state his reasons for recommending such intermediate position.

The Fact Finder shall consider only the following factors:

- (a) the lawful authority of the employer;
- (b) any stipulations of the parties;
- (c) the interest and welfare of the public;
- (d) the ability of the district to finance economic adjustments and the effect of such adjustments on the normal existing standing of public services provided by the district;
- (e) a comparison of the wages, hours, and conditions of employment of the Classified Employees with the wages, hours and conditions of employment of persons performing similar services, and with other employees generally, in both public and private employment in comparable cities;

- (f) the general level of wage increases in public and private employment, and the average consumer prices for goods and services, commonly known as the Consumer Price Index;
- (g) comparison of the prevailing total compensation paid by municipalities and in private industry in the labor market;
- (h) current or prior collective bargaining agreements between the parties; and,
- (i) such other considerations not limited to those listed above, which are normally or traditionally considered in the determination of wages, hours, and conditions of employment by parties engaged in collective bargaining in both public and private employment; provided that such considerations were clearly raised in relation to a matter subject to bargaining, so far as is practicable, in a written proposal during the course of negotiations.

5.2.6.2 Hearings by the fact finder shall be conducted in open session at the request of either party. By mutual agreement, such sessions may be closed. In either event, neither party, nor the fact finder, shall make any news releases concerning the progress of such hearings.

5.2.6.3 Within a reasonable time after conclusion of such hearings, and within thirty (30) days, the fact finder shall submit a report in writing to the representatives of the Board and the Association. The report shall set forth the findings of fact and recommendations on the issues submitted.

5.2.6.4 The fact-finding report shall be advisory only and shall not be binding on the Board or the Association.

5.2.6.5 Within five (5) working days after receiving the report of the fact finder, the representatives of the Board and the Association shall meet to discuss the report and attempt to reach tentative agreement on the issues in dispute. To the extent that tentative agreement is reached on the issues in dispute as a result of fact finding, the procedures for ratification shall be followed as set forth in the agreement.

5.2.6.6 The representatives of the Board and the Association shall take official action on the report of the fact finder no later than ten (10) days after the meeting described in 5.2.6.5. After this time, the fact-finding report shall be declared a public document.

5.2.7 It is understood and agreed that all tentative agreements negotiated by the parties' representatives are subject to formal ratification by the Association membership prior to presentation to the Board, and that subsequent formal ratification by the Board shall constitute the conclusion of negotiation activities for the year.

5.2.8 Tentative agreements reached as a result of negotiations shall be reduced to writing and presented to the Association for ratification. The Association shall have ten (10) days in which to file a written report of their action to the Board through the Superintendent. Absence of written reply within this time allocation shall constitute ratification by the Association, the tentative agreements shall be presented within thirty (30) days to the Board for analysis and disposition.

## ARTICLE 6

### Dues Deduction

- 6.1 Adams 12 Five Star Schools and the Classified School Employees' Association agree that classified employees shall become members upon employment, unless they decline. The parties agree to give all employees who are beginning employment with Adams 12 Five Star Schools the opportunity to select non-enrollment with the Classified School Employees' Association. Enrollment in the Association shall not be a condition of employment with Adams 12 Five Star Schools. In no event shall this program limit the opportunity for any classified employee member or non-member to use Association services.
- 6.2 Every employee who desires to become a member and authorizes a deduction shall file with Human Resources, through the office of the Association, a signed and dated "Adams 12 Five Star Schools Classified Association Salary Deduction Authorization Form" authorizing the district to deduct association membership dues as certified by the Association from the employee's monthly earnings and remit to the Association. Human Resources will coordinate enrollment through the new employee orientation process. Forms shall include a waiver of all rights and claims against the Board, district, officers and agents thereof, for monies deducted and remitted. The parties agree that such deductions and remittances shall continue from year to year, unless the employee notifies the president of the Association in writing by signing a Drop Deduction form at the CSEA office between December 1 and December 31 in any given year of his/her desire to discontinue membership. The Association President shall then notify the district in a timely manner.
- 6.3 The Association agrees to save the Board harmless from any action growing out of this deduction and commenced by any employee against the Board or the district, and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Treasurer of the Association. The Association agrees that, in the event of any litigation against the district, its agents or employees arising out of this provision, it will co-defend and indemnify and hold harmless the district, its agents or employees from any monetary award or any costs arising out of such litigation, including but not limited to attorney's fees.
- 6.4 The Classified Employees' Association shall notify the Board, in writing, of the current rate of membership dues. The Board shall be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.
- 6.5 If a member of the Association is absent on account of sickness, leave of absence, or for other reason had no earnings due him/her for the month, no deductions will be made for that employee for that month.

## ARTICLE 7

### Certification or License Requirements

- 7.1 Vehicle operators and other employees subject to licensing standards and requirements shall maintain valid license status at all times during their employment.
- 7.2 The district shall have the right to require any employee to submit to a medical examination by a physician of its choosing, at district expense. Employees who are required to have an annual medical examination shall submit to such physical and shall receive pay for such time. When the district deems it advisable to have active employees examined on other occasions, employees will be paid at straight time for actual time spent during the examination.
- 7.3 Bus drivers who are required by the district to be relicensed will be paid at their regular straight rate of pay for actual hours involved for the annual road test administered by the district as a condition of such relicensing.

## ARTICLE 8

### Probation and Evaluation

- 8.1 Probationary Period. The probationary period shall be the first six (6) months of employment excluding summer break for 9, 10 and 11 month employees; i.e., an employee hired on November 15 would be on probation until May 15.
- 8.2 Probationary employees are entitled to and may accrue temporary leave. Vacation days may accrue, but cannot be taken during the probationary period.
- 8.3 Evaluation. The district and the Association agree that employee performance evaluation is proper. Therefore, the district will establish and implement an evaluation program with the following primary objectives:
- (a) To improve the effectiveness of the supporting services;
  - (b) To provide information which can be used by the employee and the district to ensure meaningful and effective performance of job responsibilities and tasks; and,
  - (c) To provide information for employee growth (corrective or enrichment), retention, promotion, or dismissal.

To ensure effective application and to avoid misunderstandings of the district classified employee evaluation system and recognizing that evaluation of staff is a supervisory responsibility, the following will be observed:

- (a) There shall be a personnel evaluation system appropriate for various groups of employees. Such personnel evaluation system shall be developed jointly by those within the group and their supervisors. The Classified Shared Decision Making Team shall be responsible for the coordination of the system and compilation into one manual. The system must have the approval of the Superintendent or his/her designee and it must meet the primary objectives of personnel evaluation as stated herein.
- (b) The district program of professional development will support the system; and,
- (c) Growth and dismissal procedures will be separated.

The desired outcomes of the system are:

- (a) To stimulate creativity, communication, and teamwork; and,
- (b) Personal and professional development and satisfaction.

All district personnel are responsible for following the current published guidelines for the evaluation of classified personnel.

- 8.4 Each employee hired during the term of this Agreement shall be evaluated at least twice during his or her probationary period, once on or about the 90th calendar day of employment, and a second time on or about the 160th calendar day of employment. In no event shall this provision be construed to prevent the discharge of an employee at any time during the probationary period when the supervisor recommends to the Superintendent or his/her designee and the Board so approves, that it is in the best interests of the district to terminate the employee prior to the completion of the probationary period. Employees who have completed their probationary period will, thereafter, be evaluated at least annually.
- 8.4.1 Employees who are promoted or transferred to a new or different position shall be evaluated on or about the 90th calendar day of the new assignment, then, in accordance with the Classified Evaluation System.



## ARTICLE 9

### Hiring Guidelines, Substitute/Temporary Employee Appointment, Reappointment, Notice of Resignation/Transfer, Administrative Transfer, Working Out of Classification, Reduction/Abolishment in Force, Laid-Off Employees Recall, Discipline and Discharge

- 9.1 Hiring Guidelines. The district shall establish and maintain interviewing and selection guidelines for use when filling classified vacancies. The guidelines shall be made available to administrative and classified staff and redistributed as revisions are made. Changes to the guidelines are to be approved through mutual agreement by the Association and the Human Resources Department.

The guidelines will include, but not be limited to, the following interview and selection processes:

- Use of job description
- Applicant screening
- Establishment of interview team
- Interview procedures, tools and scoring
- Post-selection responsibilities

- 9.1.1 When a vacancy occurs or a new position is created which the district intends to fill within the Association bargaining unit, the district will post a notice of such vacancy/position which states the desired qualifications in the district Human Resources Department vacancy register for at least four (4) working days. All district employees who would like to be considered for this position shall submit an application.

- 9.1.2 When the district determines a need exists for a position of two (2) hours or less per day, an existing employee within the unit may be placed in the position at the same or lesser salary level without posting a vacancy. If an existing employee within the unit does not take the position, the position will be posted.

- 9.1.3 In-district applicants. The district will interview a minimum of three in-district applicants for each vacancy providing the said employee meets the qualifications.

- 9.1.4 Substantially Equal (as defined in Article 1.28). When an internal and external applicant are equal in qualifications, the current district employee will be recommended for the position. As determined in the interview process, an external applicant must achieve an overall rating of 10% or more over the current district employee in order to be placed in the classified position. When appropriate, additional skills testing shall be included (i.e.: typing test, mechanical test, etc.).

10% Differential Example:

Current employee's final score = 50

Outside applicant's final score = 54

Add 10% to the current employee's final score

$50 \times .10 = 5$

$50 + 5 = 55$  – Employee's adjusted total score

- 9.2 Substitute/Temporary Employee Appointment

- 9.2.1 For a position that will last 60 work days or less in a 365-day period, substitutes/temporary agency may be utilized. Starting the 61<sup>st</sup> workday, the position must be posted as outlined in Article 1.26 anytime that a temporary

employee would fill a position of a current employee. The position that is being filled would be held for the employee that is out on leave.

- 9.2.2 For a project that will last 60 days or less in a 365-day period, substitutes/temporary agency may be utilized.

Appointment will be made by the district on basis of qualifications. Where applicants are substantially equal in qualifications, seniority shall be the deciding factor of appointment. Seniority shall be determined as of the first date of the employee's most recent continuous period of employment. Placement on the salary schedule is not related to district seniority. Where qualifications are substantially equal (refer to Article 1.28), current district employees shall have preference over outside applicants. Current district employees who have applied for transfer will be advised of the disposition of their request.

- 9.3 Reappointment. Classified employees who resign voluntarily after three (3) years of satisfactory service in the district shall be eligible for reappointment. Positions will not be held for such employees; however, they shall be given preferential status above outside applicants for one (1) year toward any position for which they qualify.

- 9.4 Notice of Resignation/Transfer. Employees will give the unit supervisor two (2) weeks notice of their resignation from employment or transfer within the district.

- 9.5 Administrative Transfer. Where the district has identified an employment situation which legitimately requires a change in the staffing of current employees as identified by the Chief Human Resources Officer and the appropriate division head, a vacancy for the purpose of this article need not be declared and an administrative transfer may be effectuated pursuant to Article 9.2.1 and upon the approval of the Chief Human Resources Officer and the appropriate division head. Any administrative transfer made pursuant to Article 9.2.1 shall be the exception and not the rule. Administrative transfers shall be appropriate in the following situations, and no others:

9.5.1 A personality conflict either between an affected employee and another employee or the affected employee and his/her supervisor where such conflict has a material and adverse effect on the district's operations or presents a harmful situation for an employee.

9.5.2 Inability on the part of an employee to perform required work.

9.5.3 A change in district operations that materially modifies and changes the job duties of the affected employee.

9.5.4 A lateral move to a position of the same title and classification where a vacancy exists and when such move causes a vacancy in a position of the same title and classification.

9.5.5 An employee eligible for Family Medical Leave Act (FMLA) intermittent leave or leave on a reduced leave schedule that is foreseeable, and transfer to an available alternative position for which the employee is qualified, which has equivalent pay and benefits, and will better accommodate such leave from the district's perspective.

All administrative transfers made pursuant to this article shall be made after consultation with the affected employee and any employee so transferred shall have the opportunity at his/her option to place explanatory documents in his/her personnel file pertaining to the administrative transfer.

- 9.6 Working Out of Classification. A division head, with approval of a Human Resources designee, may identify a temporary need for the assignment of an employee(s) to a position

other than one which he/she normally occupies. Where an employee(s) is assigned to a higher position for a period in excess of six (6) working days, the employee shall be compensated at the pay rate for the higher classification after the sixth day of appointment. In determining pay rates, the temporary assignment shall be in accordance with the provision of 19.3. Temporary assignments shall not be deemed a vacancy within the meaning of 9.1.1 above. Temporary needs under these provisions include absences of staff due to illness, vacation, scheduled or unscheduled staff shortages or emergencies.

9.7 Reorganization

In the event the district considers reorganization of worksites or departments, the association shall be included in discussions of recommendations and suggestions that may impact bargaining unit members.

9.8 School Closure

Human Resources and the association shall establish and maintain guidelines for use when there is a school closure and shall address issues surrounding the impact on classified staff of such school closure. (Separate guidelines are maintained to address school closure procedures related to temporary school closures, such as those related to inclement weather or mechanical failure.)

9.9 Reduction/Abolishment in Force

9.9.1 Reduction in force where referenced within the master agreement shall include abolishment.

9.9.2 The district will make every effort to minimize a reduction in force by placement of employees in available vacancies for which they are qualified. If there is an available position at the time of notification, refer to Article 9.9.7.

9.9.3 In the event of justifiable staff reduction (see Article 4.5), newly-hired probationary employees within a classification will be reduced first. Thereafter, seniority within the district shall be the determining factor. Human Resources and the Association will maintain guidelines in support of the reduction in force process.

9.9.4 Any employee who is to be reduced shall be so notified in writing at least one month prior to the effective date of the reduction, unless there is an available position at the time of notification (see Article 9.9.7). The Board shall forward a list of those employees being reduced to the Association on the same date that the notice of reduction is issued to an employee.

9.9.5 When a need arises for a reduction in hours, the affected employee(s) holding the position title where the need for reduction is required will be provided the opportunity to volunteer for such reduction. In the event of no volunteers, the employee(s) holding the position title who has the least district seniority will be subject to the reduction in hours. If the affected employee(s) does not agree to reduction in hours the employee(s) shall be placed on the Reduction in Force List.

9.9.6 For the purpose of reduction in force, Team Leads and Apprentices in their respective trades fields will be considered as part of their job family when applying seniority for said reductions. For the purpose of this paragraph, the trades fields refer to Carpentry, Electrical, Electronics, Fleet, HVAC, Painter, Plumbing, Site and Parks, and Warehouse.

9.9.7 In the event that the district has an available position to minimize a reduction in force, the affected employee(s) holding the position title where the need for reduction is required will be provided the opportunity to volunteer to be transferred to the available position. In the event of no volunteers, the employee(s) holding the position title who has the least district seniority will be transferred. Employees will be given up to a two (2) week notice to transfer to the new assignment. Human

Resources and the Association will maintain guidelines in support of the placement process. If the employee declines the transfer, the district's employment obligation is met.

## 9.10 Laid-Off Employees Recall

### 9.10.1 Definitions Related to Recall

- Seniority: Refer to Article 1.18
- Classification: Positions holding the same job title and same salary level

### 9.10.2 Recall List

Employees laid off shall be placed on a Recall List within classification according to district seniority. Any laid-off employee shall remain on the recall list for a period of twelve (12) months or until placed in a position, whichever comes first. At the end of the 12-month period, if the employee is still laid off, the employee shall notify the district of his/her desire to remain on the recall list for an additional twelve (12) months.

#### 9.10.2.1 Quarterly Notification

On a quarterly basis, the district shall send notification to all schools and sites informing them of the current employees on the reduction-in-force list. Such list shall serve to encourage schools and sites to interview those on the reduction-in-force list.

### 9.10.3 Re-Employment by Recall

Vacant positions will not be posted under Article 9.2 until laid-off employees in that classification qualified to fill the position have had an opportunity to return to work.

When a vacancy occurs within a classification, the most senior, qualified employee on the recall list shall be notified of an available position.

Notification to the employee will be as described in 9.9.4. Human Resources and the Association will maintain guidelines in support of the notification process for re-employment by recall.

The district shall contact the employee as outlined in the notification letter and the employee then has two (2) business days to notify the district then he/she shall return to work.

If no response is received from the employee, the district shall make a second attempt to contact the employee as outlined in the notification letter. The employee then has (1) business day to notify the district that he/she shall return to work. A lack of response from the employee will result in removal of the employee's name from the recall list.

Notification will also be sent to the president of the Association.

If the recalled employee is employed elsewhere and desires to return to the district, the employee will have two (2) weeks to return in order to provide notice to other employers.

If the position offered is at a lower paid classification, the recalled employee shall be placed on the new level at a step that is closest to that earned prior to lay-off. The employee will be able to take the next opening in their original classification which becomes vacant. Recall cannot result in a promotion. If the employee refuses said position, the district will have fulfilled its obligation under this article.

All benefits including insurance, accumulated temporary leave, any pay steps earned, and seniority date shall be restored in full upon recall.

Human Resources and the Association will maintain guidelines in support of the recall process.

9.11 Counseling Session. Provides clarity and direction and is an opportunity for the supervisor to outline employee performance expectations. The counseling session should clearly state areas of concern and the summary corrective action to be taken.

9.12 Discipline and Discharge. The district may discipline any employee for proper cause applying the concept of progressive discipline. In those cases where CSEA has been established as the employee's representative, the district will provide requested documentation to CSEA for purposes of review and representation in employment-related matters. Such progressive discipline shall be presented to the employee face-to-face within an appropriate timeframe and shall not be unreasonably delayed.

Due Process. Prior to determining whether discipline is warranted and, if applicable, determining the appropriate level of progressive discipline, the employee shall be provided with notice of the concerns and an opportunity to respond.

Under the progressive discipline system, discipline can start at any level for proper cause. Additionally, one or more steps of the procedure may be repeated.

9.12.1 The district may use progressive discipline up to and including termination with any employee for proper cause. The following are examples of proper cause:

- Safety and welfare of students/staff;
- Repeated infractions (three or more infractions within three years that demonstrate a pattern);
- Violation of federal/state regulations and laws.

Discipline that results in decision-making days (with or without pay), demotion or termination requires review by the Chief Human Resources Officer or designee. Discipline shall be subject to the grievance procedure of this Agreement, and the district shall have the responsibility of proving the charges upon which discipline or termination is based.

9.12.1.1 Explanation of Progressive Discipline

Oral Warning – Indicates further action which may be taken if infraction is repeated.

Written Warning – Describes the specific infraction(s), how the infraction is to be corrected and the timelines for required improvements; also, it is a warning that if the infraction is repeated, further discipline may include, but not be limited to, suspension with/without pay, demotion or dismissal.

Decision-Making Day – The employee is directed to be away from work, with or without pay, to spend the time deciding whether he/she will be willing to return to work with a firm commitment to abide by district policy and expectations.

Administrative Reassignment or Demotion – Imposed as a result of progressive discipline when circumstances warrant.

Discharge and Termination – Imposed as a result of progressive discipline if circumstances warrant. Termination is subject to the grievance procedure pursuant to Article 10.

9.12.2 The following are examples of reasons or causes which disrupt harmonious employment working relations, negatively affect individual productiveness, and/or hinder the functional operations of the district, department or a specific position, and as such are grounds for progressive discipline, including suspension, demotion or dismissal from service in the district. Reasons for disciplinary action shall include but not be limited to the following:

- A. Incompetence or inefficiency in the performance of assigned duties.
- B. Insubordination, refusal to do assigned work or not following general instructions, unless such instruction is injurious to the employee's or general public's health and welfare.
- C. Theft or intentional destruction of district property.
- D. Carelessness or negligence in the performance of duty.
- E. Taking or using district property without proper authorization or negligence in the care of or use of district property when authorized.
- F. Possession or drinking of alcoholic beverages on the job, or reporting to work while intoxicated.
- G. Possession of, addiction to, or the use of narcotics or habit-forming drugs without prescription.
- H. Personal conduct which reflects unfavorably on the district or tends to injure the public service.
- I. Engaging in political activity during assigned hours of employment.
- J. Conviction of any crime involving moral turpitude or a felony.
- K. Sexual harassment and/or abuse.
- L. Repeated and unexcused absence or tardiness in reporting to assigned position.
- M. Repeated instances of absence for ordinarily excusable or authorizable reasons after temporary leave benefits and Family Medical Leave Act (FMLA) leave benefits have been exhausted.
- N. Abuse of employee privileges including, but not limited to, temporary leave.
- O. Fraud in securing employment, including but not limited to, falsification of data on application forms, employment records, time sheets, or any other information required by the district.
- P. Violation or refusal to obey safety rules or regulations imposed by the Board of Education or any appropriate state or local government agency.
- Q. Offering anything of value or offering any service in exchange for any special treatment in connection with the employee's job or employment, or accepting anything of value or any service in exchange for granting any special treatment to a fellow employee or to the public.
- R. Willful violation of any rule or regulation of the Board of Education.

- S. Abandonment of a position or absence without notification.
  - T. Advocacy of overthrow of federal, state, or local government by force, violence or unlawful means.
  - U. Violation of district, board or department policies.
- 9.12.3 When an employee is placed on administrative leave pending completion of the district's investigation of allegations and/or charges of improper actions and/or behavior, such leave shall be with pay and without prejudice. Employees placed on administrative leave for these reasons shall report on a daily basis as directed and hold themselves available for meetings, hearings, etc. at any time during their regular workday during an administrative leave.
- 9.12.4 The employee may, upon request, have another available employee of his/her choice present during the progressive discipline process.

ARTICLE 10

Grievance Procedure

10.1 An employee who has completed six (6) months of employment, and who is damaged by an alleged misinterpretation or misapplication of an express term of this Agreement or by alleged discrimination in violation of State or Federal law, may process a grievance in strict conformity with the procedures and provisions set forth in this article. An employee who is probationary as defined in Article 8.1 shall be able to grieve the application of the evaluation process as defined in Article 8.3 and 8.4. They shall not be able to grieve the contents of the evaluation.

GRIEVANCE PROCEDURE TIMELINES  
(Refer to language in Article 10.3)

<b>LEVEL</b>	<b>TYPE</b>	<b>TIMEFRAME</b>	<b>RESPONSIBILITY</b>
Pre-Grievance 10.3.1	Discussion	Within 15 Calendar Days of the Incident or Event	Current and Active Employee/Employees
Step I 10.3.2	Filing Grievance	Five Working Days	Current, Active and Separated Employee(s)/ Association
	Response	Five Working Days	District
	Decision to Advance	Five Working Days	Employee(s)/Association
Step II 10.3.3	ADR (Alternative Dispute Resolution)	Five Working Days	District and Employee(s)/Association
	Decision to Advance	Five Working Days	Employee(s)/Association
Step III 10.3.4	Hearing	Five Working Days	District and Employee(s)/Association
	Hearing Officer Report	Five Working Days	Hearing Officer
	Decision to Advance	Five Working Days	Employee(s)/Association
Step IV 10.3.5	Arbitration	Five Working Days to Coordinate	District and Association



Any classified employee may exercise his/her rights in processing through each step of Article 10 without the assistance of an Association representative in:

- **Step I** Pre-Grievance, the employee or the Association will file the grievance in accordance with the guidelines set forth.
- **Step II** Alternative Dispute Resolution (ADR), the employee or the Association will notify the district of their intent to accept the decision or to move to Step III
- **Step III** Grievance Hearing
- **Step IV** Arbitration (Association filing only)

In accordance with the provisions of this article, Step IV of this process must be filed through the Association. The classified employee may seek the assistance of an Association representative in the preparation and presentation of a grievance at any level, providing that all prerequisites developed in accordance with the bylaws of the Association have been met by the grievant. Prerequisites include the Association finding merit to pursue the claim of the misapplication or misinterpretation of the express terms of this agreement. However, any employee may seek redress or readjustment of grievances or complaints by discussion with appropriate district officials without the necessity of consulting with the Association or involving Association's representatives in such discussion.

- Wherever the word "days" is used in this article and it is not otherwise specified, that word shall mean calendar days.
- When the time lines at any step of the grievance process are not met by the district, unless an extension is agreed upon by both parties, it is agreed that the final resolution shall be in favor of the grievant.

10.2 A grievance, as defined in this Agreement, is:

- (a) A claim by an employee arising during the term of this Agreement, to the effect that an express provision of this Agreement has been improperly interpreted or applied;
- (b) A claim that the employee has been discriminated against on the basis of race, color, sex, age, religion, creed, national origin, ancestry, genetic information, marital status, sexual orientation, gender identity, disability, or other basis as prohibited by applicable State or Federal law provided, however, that such a grievance need not be processed to the arbitration step of this grievance procedure unless each grievant executes a waiver of any right to sue the district or to pursue any claim covered by said grievance in any administrative or legal forum, such waiver to be in a form agreeable to the district;
- (c) A claim by the Association President that any employee or official of the district has retaliated or threatened retaliation against any employee on account of Good Faith resort to this procedure; and,
- (d) Where the Association is given a specific right under this contract, the Association shall then have the right to initiate and prosecute grievances under this Article concerning alleged violations of such rights.
- (e) Class Action. A claim by a group of employees (two or more), who elect to file in their own interest, to the effect that an express provision of this agreement has been improperly interpreted or applied. The employees, or the Association on their behalf, may submit it as a class action grievance if it is signed by at least two of the employees. A class action grievance shall follow all steps of the grievance process.
- (f) Association Grievance. Including but not limited to a claim by the Association that this agreement has been improperly interpreted or applied.

- 10.2.1 Any grievance to be processed beyond the third step of the grievance procedure must be in writing and must comply with each of the following:
- (a) the grievance must state the matter complained of;
  - (b) the date on which the matter complained of occurred;
  - (c) the sections or provisions of the Collective Bargaining Agreement allegedly misapplied or misinterpreted;
  - (d) the disposition sought by the aggrieved employee;
  - (e) the signature of the employee or employees who claim to be aggrieved by the matter being complained of and to whom any remedy shall apply;
  - (f) the signature of the Association President or an alternative as identified each year; and
  - (g) the date of the grievance.

### 10.3 Grievance Procedure

#### 10.3.1 Pre-Grievance

Prior to the filing of a written grievance, except those involving discharge, either individual or class action under this section, an employee (or employees) shall first discuss the grievance with his/her immediate supervisor with the objective of resolving the issue informally. Under the system adopted by the Association and the district, the Association may skip this level at any time provided the grievant has met their obligation contained in this section. The pre-grievance step does not apply to separated employees.

#### 10.3.2 Step I Grievance Filing

The grievance must be presented to the grievant's supervisor or appropriate department head in written form for immediate assignment to the Superintendent or his/her designee. A written response from the supervisor or appropriate department head will be presented to the Association and Human Resources.

#### 10.3.3 Step II Alternative Dispute Resolution (ADR)

Both parties agree to make every effort to resolve the alleged misapplication or misinterpretation through ADR. After filing the grievance, the grievant and the Association, Human Resources, and other appropriate parties shall attempt to resolve their differences through conciliation. Conciliation activities may include, but are not limited to additional fact-finding; settlement conference, involving an informal assessment and discussion session to consider the law and precedent relating to the dispute; and use of a Professional Development-assigned mediator. If the parties reach a settlement through such conciliation efforts, the settlement shall be depicted in a settlement agreement, which shall be signed by both parties. Such signed agreement shall resolve the grievance.

##### 10.3.3.1 Advancement to Step III

In the event that settlement has not been reached after holding the ADR, a written response from the grievant and/or the Association will be presented to the Superintendent to inform of the intent to advance.

#### 10.3.4 Step III Hearing Process

Upon appointment by the Superintendent, a hearing officer shall hold a hearing after receipt of written notification of advancement. The hearing officer shall provide a written report of the decision to the grievant and the Association. If the decision rendered by the hearing officer is unsatisfactory to the grievant, the Association shall present written notification to the Superintendent informing of the intent to advance.

#### 10.3.5 Step IV Arbitration

Any grievance to be processed beyond the third step of the grievance procedure must comply with each of the following:

- (a) the grievance must state the matter complained of;
- (b) the date on which the complaint occurred;
- (c) the sections or provisions of the Classified Master Agreement, district and Board policy, department/district procedures allegedly misapplied or misinterpreted;
- (d) the disposition sought by the aggrieved employee;
- (e) the signature of the employee or employees who claim to be aggrieved by the complaint and to whom any remedy shall apply;
- (f) the signature of the Association president or an alternative as identified each year; and
- (g) the date of the grievance.

The Association has the right to file a demand for advisory arbitration. The Association may file for extension to preserve the right to proceed to arbitration. The extension will not exceed twenty (20) working days.

Advisory arbitration. The parties will, at the instigation of the Association, submit the dispute to a mutually acceptable behavior.

If the parties are unable to agree upon an arbitrator within fourteen (14) days, they shall request that an arbitrator be appointed by the American Arbitration Association under the normal procedures in effect for the selection of arbitrators.

An arbitrator shall be wholly within power or authority to make any recommendation or decision, except based upon the terms of this agreement. Without limiting in any way the generality of the foregoing, the arbitrator shall be without power or authority to make any recommendation or decision contrary to, or inconsistent with, increasing or decreasing any term, enlarging or diminishing any benefit or power or modifying or varying in any way the terms of this agreement. The arbitrator shall establish procedural rules, conduct necessary hearings and issue his/her findings to the Board and the Association, within thirty (30) days of the termination of such hearings. An arbitrator's award is not binding on either party.

Representatives of the Board and the Association shall meet within a reasonable time after receipt of the arbitrator's award to consider implementation of the award.

The Board and the Association shall take official action on the arbitrator's award within thirty (30) days after the receipt.

Costs for the services of the arbitrator, including per diem expenses, actual and necessary travel, and subsistence expenses shall be shared equally by the parties.

#### 10.4 Miscellaneous Provisions

10.4.1 No reprisals shall be taken against any participant in any grievance procedure because of such participation.

10.4.2 Any grievant may, upon request, be represented at any level of this grievance procedure by a representative of the Association, or by counsel with the approval of the Association, but no employee may be represented by any representative of any employee organization other than the Association.

10.4.3 The parties shall make available to each other, upon request, any documents in their possession which relate directly to a grievance.

10.4.4 Forms for the processing of grievances under this Article shall be developed jointly.

- 10.4.5 The grievant and one (1) Association representative shall be granted necessary released time for the presentation of grievances. Necessary witnesses shall be released when their services are required.
- 10.4.6 No written or printed material dealing with the processing of a grievance will, at any time, become part of the personnel files of the aggrieved party, or of any other parties in interest.
- 10.4.7 Any employee may discuss any matter, including the presentation of a grievance, with the district, and may have such grievance adjusted without intervention by the Association, provided that any such adjustment shall not be inconsistent with the terms of this Agreement, and the Association shall be given the opportunity to be present, and to speak at such adjustment.

No resolution shall be considered precedential as to future contract interpretation unless the Association shall concur in the resolution.

- 10.4.8 Any provision to the contrary notwithstanding, any matter for which another administrative forum is provided by law shall not be a proper subject for this grievance procedure unless the employee and the Association shall agree in writing to waive their right to utilize such other administrative forums. However, such written agreements shall become null and void in the event that the Board shall reject the advisory award of the arbitrator.
  - 10.4.9 All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any compensation received for temporary employment obtained subsequent to removal from the district payroll and less any unemployment compensation benefits.
- 10.5 The following stipulations shall govern all aspects of grievance processing under this Agreement:
- 10.5.1 The processing or discussing of any written grievance filed under this Agreement shall be exclusively during the non-working time (with the exception of the hearing) of the aggrieved employee and the Association representative involved, if any.
  - 10.5.2 Where a grievance has been properly filed in writing as required by this Article, and it is demonstrated that appropriate resolution of the grievance requires substantial investigation by the Association of the district records to which the Association has access, and it is demonstrated that such investigation cannot be performed on the Association's own time, the following will apply:
    - 10.5.2.1 Upon prior agreement between all parties, one (1) representative of the Association will be released from work to conduct the necessary investigation.
    - 10.5.2.2 The Association agrees to pay to the district on a quarterly basis, an amount equal to the hourly rate of any employees so engaged, rounded to the nearest one-half (1/2) hour.
  - 10.5.3 The time limits set forth for the processing of grievances shall be strictly adhered to. In the event that a grievance is not appealed to the next step of the grievance procedure in writing pursuant to the requirements of this Article, and in accordance with the days limitations specified, such grievance shall be declared closed and settled on the basis of the most recent district decision. Extensions may be requested by either party; any extensions of time must be in writing.

- 10.6 Any provision of this Agreement to the contrary notwithstanding, the following matters shall not be proper subjects for the grievance procedure provided in this Article:
- (a) any matter not involving an express term or provision of this Agreement; and/or district policies, department/district procedures;
  - (b) any matter which arose outside of the period during which this Agreement is effective;
  - (c) any matter covered by state or federal law; and,
  - (d) any matter not within the administrative control of the district (e.g., the administration of the Sick Leave Bank).

## ARTICLE 11

### Insurance Benefits

- 11.1 Eligibility. Non-Nutrition Services employees regularly scheduled to work twenty (20) hours per week or more and Nutrition Services employees regularly scheduled to work twenty-five (25) hours per week or more are eligible to receive the district contribution towards insurance benefits as defined in Articles 11.3, 11.4, and 11.5 and are eligible for benefits described within this article. Employees regularly scheduled to work less than twenty (20) hours per week, or employees whose employment is seasonal, are not eligible for benefits described within this article.
- 11.1.1 Employees who work less than twelve (12) months of the year and who are salaried are eligible for and will receive the employee-only district insurance benefit contribution for each month they receive a salary payment from the district.
- 11.1.2. Employees whose work year is twelve (12) months or less and whose estimated annual hourly compensation is spread over twelve equal payments (monthly) are eligible for and will receive the employee-only district insurance benefit contribution for each month they receive a salary payment from the district.
- 11.1.3 Employees whose work year is twelve (12) months or less and who are paid on an hourly basis are eligible for and will receive the employee-only district insurance benefit contribution during such months when they are not working.
- 11.2 Continuation of Benefits.
- 11.2.1 Eligible employees whose work year is less than twelve (12) months per year and who are paid on an hourly basis may continue benefits for self-coverage during such months when they are not working provided they pay their portion of the insurance premium to the district according to procedures established by the district.
- 11.2.2 Eligible employees whose work year is twelve (12) months or less may continue benefits for family coverage during such months when they are not working provided they pay the family portion of the insurance premium to the district according to procedures established by the district.
- 11.3 Medical Insurance. Effective January 1, 2012, the district shall pay 95% of the lowest premium provided by the district's group medical insurance carrier for eligible employees. The remaining premium cost shall be paid by the employee through the payroll deduction process.
- 11.4 Dental Insurance. Effective January 1, 2012, the district shall pay 95% of the lowest premium provided by the district's group dental insurance carrier for eligible employees. The remaining premium cost shall be paid by the employee through the payroll deduction process.
- 11.5 Vision Insurance. Effective January 1, 2012, the district shall pay 95% of the lowest premium provided by the district's group vision insurance carrier for eligible employees. The remaining premium cost shall be paid by the employee through the payroll deduction process.
- 11.6 Life Insurance. The district shall pay the full cost of group life insurance and accidental death and dismemberment to eligible employees as defined in Article 11.1. The life insurance benefit shall be twice the employee's annual salary amount, with a minimum of \$50,000 and a maximum of \$100,000.

- 11.7 Employee Assistance Program (EAP). The district will provide Employee Assistance Program (EAP) counseling services to eligible employees as defined in Article 11.1. Each employee covered by EAP services will receive up to five (5) sessions of confidential counseling per household member, per issue, per year through the EAP provider.
- 11.8 Failure of Carrier to Provide Benefits. The failure of an insurance carrier to provide any of the benefits which it has contracted for, for any reason, shall not result in any liability to the Board or the Association, nor shall such failure be considered a breach by either of them of any obligations under this Agreement. Eligibility, coverage, and benefits under any insurance plan are subject to the terms and conditions, including any waiting period or other time limits, contained in the contracts between the Board and the carrier(s). Insurance carriers shall be mutually agreed upon by the Board and the Classified Association.
- 11.9 Cafeteria Plan. The district agrees to provide and administer a cafeteria plan as described herein:

Purpose: The purpose of the cafeteria plan is to allow eligible employees to redirect salary to pay insurance premiums and other health care and dependent care expenses.

The plan shall qualify as a "cafeteria plan" under Sections 125 and 129 of the Internal Revenue Code. (See actual plan for detailed information.)

Description of benefits available:

- Insurance premium expenses – the employee's cost for medical, dental, vision, hospital indemnity, accident plan, critical illness and pet insurance.
- Dependent care expenses – the employee's cost for necessary dependent care.
- Health care expenses – the employee's cost for other out-of-pocket health care expenses.

ARTICLE 12

Time-Off Benefits

12.1 Vacations. Only employees who work twelve (12) months per year shall be entitled to the vacation.

Employees normally scheduled to work at least twenty (20) but less than forty (40) hours shall be considered hourly for the purposes of this Article, and shall accrue the benefits set forth in this section on an hourly, pro rata basis.

12.1.1 Vacation Accrual. Eligible employees earn vacation time as follows:

The working days totals set forth under the heading "Normal Annual Accrual" in Section 12.1.1 represent the amount of vacation normally earned by the end of a 12-month accrual period by a salaried full-time employee with no unpaid time off during the one-year period.

	<u>Monthly</u>	<u>Hourly</u>	<u>Normal Annual Accrual</u>
Vacation earned from date of hire to conclusion of fifth year employment	6-2/3 hrs. per month worked	1 hr. for every 26 hours worked	10 vacation days
Vacation earned from beginning of 6th year of employment to conclusion of 10 <sup>th</sup> year	10 hrs. per month worked	1 hr. for every 18 hours worked	15 vacation days
Vacation earned from beginning of 11th year of employment to conclusion of 14 <sup>th</sup> year	12 hrs. per month worked	1 hr. for every 14 hours worked	18 vacation days
Vacation earned from beginning of 15th year of employment	13-1/3 hrs. per month worked	1 hr. for every 13 hours worked	20 vacation days

12.1.2 Vacation Regulations

12.1.2.1 Vacation time may be taken at any time after the probationary period and in any amount within the limit of the vacation allowance accrued, upon request of the employee and approval of the immediate supervisor. Prime consideration must be given to the requirement (demand) of the employer's work program.

12.1.2.2 The employee and the immediate supervisor shall make every effort to schedule the earned benefit time for the employee within the annual accrual period in which it was earned. Vacations shall be scheduled by the employee with the immediate supervisor and scheduled at the convenience of the district. Requests will not be unreasonably denied.

12.1.2.3 Seniority shall constitute priority when resolving schedule conflicts.

12.1.2.4 In the February payroll of each year, the employee shall be paid for any vacation hours that exceed his/her "Normal Annual Accrual" as of the pay period ending January 15. Accrual coincides with monthly time and attendance of the 16<sup>th</sup> of the month through the 15<sup>th</sup> of the following month.



12.1.2.5 Employees who separate from district employment shall receive full compensation for accumulated unused vacation.

## 12.2 Paid Holidays

Employees as described below shall have the following holidays:

- All regular non-Nutrition Services employees normally scheduled to work 20 or more hours per week.
- All regular Nutrition Services employees hired prior to January 1, 2003 normally scheduled to work 20 or more hours per week.
- All regular Nutrition Services employees hired January 1, 2003 or after normally scheduled to work 25 or more hours per week.

HOLIDAY	EMPLOYEE TYPE			
	12 month	11 month	10 month	9 month
Labor Day	x	x	x	x
Veterans' Day (November 11 <sup>th</sup> )	x	x	x	x
Thanksgiving Day	x	x	x	x
Friday after Thanksgiving	x	x	x	x
Christmas Day	x	x	x	x
Christmas Eve or the day after Christmas	x	x	x	x
New Year's Day	x	x	x	x
New Year's Eve or the day after New Year's	x	x	x	
Martin Luther King Jr. Day	x	x	x	x
Presidents' Day	x	x	x	x
Friday of Spring Vacation	x	x		
Memorial Day	x	x	x	x
Independence Day (July 4 <sup>th</sup> )	x			
<b>TOTAL NUMBER OF HOLIDAYS</b>	<b>13</b>	<b>12</b>	<b>11</b>	<b>10</b>

12.2.1 Payment for each holiday shall be based upon the employee's regular weekly work schedule, divided by five (5) days. Payment for each holiday shall not exceed eight (8) hours.

12.2.1.1 Employees shall not be required to use temporary leave time to make up any difference between the weekly average and the number of hours in their regularly scheduled work day, but may choose to do so.

## 12.3 Temporary Leave

Regular employees who are regularly scheduled to work twenty (20) or more hours per week shall be entitled to accumulate temporary leave benefits. All regular Nutrition Services workers hired before January 1, 2000 and who are regularly scheduled to work more than twenty (20) hours per week shall be entitled to accumulate and take temporary leave. All regular Nutrition Services workers hired on January 1, 2000 or after and who are regularly scheduled to work more than twenty-five (25) hours per week shall be entitled to accumulate and take temporary leave.

12.3.1 Temporary leave shall accrue to eligible employees as follows:

- Twelve (12), eleven (11), ten (10) and nine (9) month hourly employees who work forty (40) hours or less per week shall accrue one hour of temporary leave for every 21.665 hours worked for a maximum accrual annual accrual of ninety-six (96) hours.
- Twelve (12), eleven (11), ten (10) and nine (9) month monthly employees who are paid monthly across twelve (12) months shall earn temporary leave based on FTE for a maximum annual accrual of ninety-six (96) hours. (This item refers to those individuals who are grandfathered in the system to receive year-round pay.)
- Temporary leave accrues only on regular hours worked. Temporary leave does not accrue for hours worked such as, but not limited to, overtime, extra duty and leadership pay. The maximum accrual in a calendar year is ninety-six (96) hours.
- Temporary leave shall accrue from year to year without a maximum accrual limitation.

12.3.2 Temporary leave may be used for the illness/disability of the classified employee, dental work of the classified employee, adoption, illness or death in the immediate family or household, religious holidays, employee's business, or other personal reasons. Staff shall notify the immediate supervisor of the absence in accordance with approved school/unit guidelines. Exceptions due to extenuating circumstances or emergency situations will be considered. The classified employee shall choose to notify via e-mail, voice mail, face to face or memo. Approval will not be unreasonably withheld.

12.3.2.1 9, 10, 11 month employees may utilize temporary leave during Thanksgiving, Winter, Spring and Summer breaks, and for in-service days. Maximum usage shall be: Thanksgiving break – two (2) days; Winter break – four (4) days; Spring break – two (2) days; Summer break – three (3) days; and three (3) in-service days. Department/building process for reporting time and attendance must be utilized. Temporary leave days utilized as described above shall not count against days used for purposes of temporary leave reimbursement as per Article 12.3.3, and shall not count towards hours worked for the purpose of calculating overtime.

12.3.2.2 12-month employees may choose to utilize temporary leave during Thanksgiving break and Winter break. Up to two (2) temporary leave days during Thanksgiving break and up to four (4) temporary leave days during Winter break taken by a 12-month employee shall not count against days used for purposes of temporary leave reimbursement as per Article 12.3.3, and shall not count towards hours worked for the purpose of calculating overtime.

12.3.2.3 When an employee plans a leave in excess of three (3) consecutive days, the employee will give prior notification equal to the number of planned leave days (five [5] days of planned leave = five [5] days prior notification). The employee shall notify via e-mail, voice mail, face to face or memo. Approval will not be unreasonably withheld.

### 12.3.3 Payment for Unused Temporary Leave

Eligible employees shall be reimbursed for unused accumulated temporary leave upon resignation or retirement up to the limits set forth below:

12.3.3.1 An employee who has accrued temporary leave in the amount of 150 days or less is entitled to receive reimbursement for up to eight (8) temporary leave days once per year. The reimbursement is based on days used between December 16 of the year and December 15 of the following year. The reimbursement will be paid at 80% of the employee's daily rate as of December 31.

The reimbursement of leave shall not exceed eight (8) days nor shall they be accumulated or carried over from one year to the next if they are actually reimbursed. The employee shall request reimbursement of temporary leave by notifying the Human Resources department. The requests must be in writing and received in Human Resources no later than December 31. Reimbursement will be made with March payroll.

REIMBURSEMENT SCHEDULE		
Days Used	Reimbursable Days	Reimbursement
0	8	8 days @ 80% daily rate
1	7	7 days @ 80% daily rate
2	6	6 days @ 80% daily rate
3	5	5 days @ 80% daily rate
4	4	4 days @ 80% daily rate
5	3	3 days @ 80% daily rate
6	2	2 days @ 80% daily rate
7	1	1 day @ 80% daily rate
8	0	0 days reimbursed

12.3.3.2 An employee who has accrued temporary leave in the amount of more than 150 days is entitled to receive reimbursement for up to thirteen (13) temporary leave days once per year. The reimbursement is based on days used between December 16 of the year and December 15 of the following year. The reimbursement will be paid at 80% of the employee's daily rate as of December 31.

The reimbursement of leave shall not exceed thirteen (13) days nor shall they be accumulated or carried over from one year to the next if they are actually reimbursed. The employee shall request reimbursement of temporary leave by notifying the Human Resources Department. The requests must be in writing and received in Human Resources no later than December 31. Reimbursement will be made with March payroll.

REIMBURSEMENT SCHEDULE		
Days Used	Reimbursable Days	Reimbursement
0	13	13 days @ 80% daily rate
1	12	12 days @ 80% daily rate
2	11	11 days @ 80% daily rate
3	10	10 days @ 80% daily rate
4	9	9 days @ 80% daily rate
5	8	8 days @ 80% daily rate
6	7	7 days @ 80% daily rate
7	6	6 days @ 80% daily rate
8	5	5 days @ 80% daily rate
9	4	4 days @ 80% daily rate
10	3	3 days @ 80% daily rate
11	2	2 days @ 80% daily rate
12	1	1 day @ 80% daily rate
13	0	0 days reimbursed

12.3.4 Unused accumulated temporary leave days not reimbursed on an annual basis will be reimbursed upon separation of employment at the rate of sixty percent (60%) of the employee's daily rate for a maximum payment of one hundred fifty (150) days. The employee may elect to receive the payment in a lump sum or in three annual installments. In the event the employee does not elect either option, the payment shall be made in a lump sum.

12.4 Unpaid Time Off

12.4.1 Non-Benefited Employees

12.4.1.1 Unpaid time off requests of five days or less per work year shall be made by the employee to their immediate supervisor and scheduled at the discretion of the district. Requests will not be unreasonably denied.

12.4.1.2 Seniority shall constitute priority when resolving scheduling conflicts.

12.4.2 Benefited Employees

12.4.2.1 Employees are not permitted to go into an unpaid time off status. Employees must first use any accumulated temporary leave or vacation leave.

12.4.2.2 Unpaid time off may only be requested in extraordinary circumstances after temporary leave and vacation leave have been exhausted and must be approved in advance by the Chief Human Resources Officer.

12.4.2.3 Without prior approval of unpaid time off due to extraordinary circumstances, employees may be subject to discipline if time off without pay is taken.

12.5 Any temporary leave, vacation or holiday policy developed by departments or units must be submitted and approved by CSEA and the Chief Human Resources Officer or designee before implementation of the policy.

#### 12.6 Jury Duty Leave

All employees covered by this Agreement are eligible for jury duty leave. Employees called for jury duty during working hours shall be granted leave. Employees shall receive their regular pay based on the hours they are normally scheduled to work during such time of service provided that they pay to the district any jury duty fees, excluding mileage and parking reimbursement, which they receive. If an employee is assigned to a trial or as a grand juror in excess of three days, the employee shall receive either his/her regular daily pay or the state daily payment of \$50.00 per day, whichever is the greater amount. Mileage compensation as well as jury duty or witness fees earned during holidays or vacation shall be retained by the employee. An employee who reports to the court for jury duty, but is excused for the day, within a reasonable time, shall report to his/her district assignment.

#### 12.7 Subpoena for Court Appearance

Employees who are subpoenaed to appear in court shall receive time off with pay upon turning over to the district any fees they receive for appearing. This provision shall not apply in any instance where the employee is a party in any fashion unless the employee's involvement arises out of the performance by the employee of his/her regular duties and responsibilities for the district.

#### 12.8 Delayed Start or Closure

Temporary leave or vacation time previously arranged will not be deducted in the event of a delayed start or closure due to inclement weather or other circumstances resulting in closure. This does not apply to approved unpaid leaves of absence.

## ARTICLE 13

### Other Benefits

#### 13.1 Uniform Allowance

In order to comply with department dress codes, the positions as indicated shall be eligible for uniform allowance. The type of uniform for each position will be decided upon at the building/unit level through a shared decision process. The allowance shall be paid upon completion of one (1) full calendar month of work for the district and monthly thereafter.

13.1.1 Transportation mechanics are required to wear a specific uniform. The type and number of uniforms provided are at the sole discretion of the district.

13.1.2 Any department that seeks to implement and/or modify the uniform dress code guidelines shall follow the shared decision process.

#### 13.2 Coat/Boots Allowance

In order to comply with department dress codes, the positions as indicated shall be eligible for coat/boot allowance. The type of coat/boots for each position will be decided upon at the building/unit level through a shared decision process. The allowance shall be paid upon completion of one (1) full calendar month of work for the district and annually thereafter in the December payroll.

13.2.1 Any department that seeks to implement and/or modify the coat/boot dress code guidelines shall follow the shared decision process.

#### 13.3 Tool Allowance

In order to align work equipment with each department's tool list, the positions as indicated shall be eligible for tool allowance. The allowance shall be paid upon completion of one (1) full calendar month of work for the district and annually thereafter in the January payroll. Each department's tool list will be reviewed annually by the district and the Association for any revisions.

Position	Uniform	Coat	Boots	Tool
Aquatics Operator	30			
Aquatics Operator, Asst.	30			
Athletic Facilities Lead Operator	30			
Bus Driver		90		
Campus Security Officer		90		
Carpenter	30	90	90	370
Carpenter, Lead	30	90	90	370
Commercial Kitchen Appliance/HVAC Tech	30	90	90	370
Cook-Cashier	21*			
Cook-Cashier, Senior	21*			
Custodian	24	90		
Custodian Floater	24	90		
Custodian, Head Elementary	24	90		
Custodian, Head High	24	90		
Custodian, Head Middle	24	90		
Custodian, Lead	24	90		

Electrician, Journey	30	90	90	370
Electrician, Lead	30	90	90	370
Electrician, Master	30	90	90	370
Electronic Technician	30	90	90	370
Electronic Technician, Lead	30	90	90	370
Electronics Engineering Technologist	24			370
Equipment Services Technician		90	90	740
Equipment Services Technician, Lead		90	90	740
Equipment Services Technician, Master		90	90	740
Facility Maintenance Technician	30	90	90	370
Grounds Lead	30	90	90	370
Groundskeeper	30	90	90	370
Groundskeeper, Sr.	30	90	90	370
HVAC Technician	30	90	90	370
HVAC Technician, Lead	30	90	90	370
Kitchen Manager, Multi, Elementary	21*			
Kitchen Manager, Multi, Secondary	21*			
Kitchen Manager, Single, Elementary	21*			
Kitchen Manager, Single, Secondary	21*			
Kitchen Manager, Asst. Elementary	21*			
Kitchen Manager, Asst. Secondary	21*			
Kitchen Manager, Asst. Trainee	21*			
Locksmith	30	90	90	370
Locksmith, Master	30	90	90	370
Painter	30	90	90	370
Parts Resource Technician	30	90	90	
Physical Plant Operator	24	90		
Plumber, Journey	30	90	90	370
Plumber, Lead	30	90	90	370
Plumber, Master	30	90	90	370
Roofing Technician	30	90	90	370
Scheduler/Dispatcher		90		
Scheduler/Dispatcher, Senior		90		
Security Guard	30	90	90	
Special Needs Transportation Aide		90		
Stadium Operator	30	90	90	
Technical Support Analyst, Entry	24		90	370
Technical Support Analyst, Senior	24		90	370
Transition Services Coach		90		
Transportation Mechanic, Fleet I		90	90	740
Transportation Mechanic, Fleet II		90	90	740
Transportation Mechanic, Lead		90	90	740
Transportation Mechanic, Master		90	90	740
Transportation Service Attendant		90		
Transportation Trainer		90		
Transportation Trainer, Lead		90		
Warehouse Services Lead	30	90	90	
Warehouse Worker	30	90	90	
Water Resource Specialist	30	90	90	370

\*Not to exceed \$189.00 during any school year.

13.4 Mileage

Personnel authorized to drive their own cars in the course of district business will be reimbursed monthly at the rate currently in effect.

13.5 Work Experience

Employees who are normally scheduled to work twenty (20) or more hours per week are eligible for a full work experience increment upon completion of the required years of continuous service in the district, as set forth in the schedule below. Calculation shall include: temporary time from January 1, 1991 forward, regular time from the date of hire regardless of the number of hours worked. Substitute time is not considered under any condition for this article.

Employees who work less than twenty (20) hours per week shall receive 50% of the set amounts in this article for work experience payment. Work experience pay will be calculated and added to the employee's salary on the next regularly scheduled pay period after the anniversary date of the required number of years of continuous employment by the district.

<u>Years</u>	<u>Full Work Experience Pay</u>
10	\$95.00/month
14	\$120.00/month
17	\$145.00/month
20	\$170.00/month
25	\$195.00/month

Work experience remuneration will be paid for continuous employment with the district, excepting only interruptions of service caused by a reduction in force.

13.6 Workers Compensation

In the event an employee incurs an injury within the course and scope of employment, the district will pay the employee's regular pay during disability beginning contemporaneously with the injury and continuing for forty-five (45) working days. At the employee's option, the employee may utilize earned and unused temporary leave benefits to supplement Workers' Compensation benefits for an additional period of up to forty-five (45) working days if the disability persists. Temporary leave shall be utilized at the rate of one-third (1/3) day of temporary leave for each day of time off. In the event an employee who is a participant in the Sick Leave Bank does not have sufficient personal temporary leave, the employee may apply to the Sick Leave Bank for additional temporary leave to be used in one-third (1/3) of a day increments not to exceed an aggregate total of forty-five (45) working days off under either temporary leave or Sick Leave Bank benefits.

An employee who is supplementing Workers' Compensation benefits with temporary leave or Sick Leave Bank days under this provision will earn vacation and temporary leave during such time at their normal rate. The district shall pay the employee's health, dental, vision, and life insurance during the time they are on district Workers' Compensation benefits.

The district will have the right to recover Workers' Compensation insurance benefits for temporary total benefits otherwise due to the employee during any period when the district pays full salary, pursuant to C.R.S., 1973, Section 8-52-107.

13.6.1 For the purpose of this Section, regular pay will mean the employee's regular straight time hourly rate for the average number of hours per week which an employee worked in the previous three (3) months, not to exceed forty (40) hours per week.



- 13.6.2 Calculations will include all regularly scheduled work such as second district jobs as well as other regular payments such as stipends and work experience.
- 13.6.3 In the event that it is determined that the injury or disability is not compensable, any payments made by the district will be charged against the employee's accumulated temporary leave.
- 13.6.4 If as the result of a workers compensation injury, an employee had been determined to be permanently unable to perform his/her job, the district will consider the opportunity for the employee to be placed in, or considered for, an available position for which he/she is qualified as determined by the district.

13.7 Career Service Credit Stipend

- 13.7.1 Employees hired January 1, 2011 or later shall not be eligible for the career service credit stipend.
- 13.7.2 Employees With at Least 20 Years of Service as of December 31, 2010 and Whose Stipend Exceeds \$72,500 as of December 31, 2010  
Classified employees who have at least twenty (20) years of service with the district as of 12/31/10 (regardless of previous classification) and whose stipend exceeds \$72,500 shall qualify for the following stipend upon resignation with the district: 133% of the average of the highest three (3) years of annual salary as of 12/31/2010. The stipend shall be paid in five (5) equal installments beginning the end of the second (2<sup>nd</sup>) month following the resignation (or later if requested by the employee and approved by the Superintendent or his/her designee) and at the same time each year for four (4) years thereafter.
- 13.7.3 Employees With at Least 20 Years of Service as of January 1, 2011 or Later  
Classified employees who have at least twenty (20) years of service with the district as of 1/1/2011 or later (regardless of previous classification) shall qualify for the following stipend upon resignation from the district: Either 133% of the average of the highest three (3) years of annual salary, not to exceed \$72,500 or fall below \$30,000. The stipend shall be paid in five (5) equal installments beginning the end of the second (2<sup>nd</sup>) month following the resignation (or later if requested by the employee and approved by the Superintendent or his/her designee) and at the same time each year for four (4) years thereafter.
- 13.7.4 Employees With at Least 13 but Less Than 20 Years of Service as of January 1, 2011 or Later  
Classified employees who have at least thirteen (13) years but less than twenty (20) years of service with the district as of 1/1/2011 or later (regardless of previous classification) shall qualify for the following stipend upon resignation from the district 66.5% of the average of the highest three (3) years of annual salary, not to exceed \$36,250, with no minimum. The stipend shall be paid in five (5) equal installments beginning the end of the second (2<sup>nd</sup>) month following the resignation (or later if requested by the employee and approved by the Superintendent or his/her designee) and at the same time each year for four (4) years thereafter.
- 13.7.5 Employees With Less Than 13 Years of Service as of January 1, 2011 or Later  
Classified employees hired prior to 1/1/2011 shall qualify for the career service credit stipend when such employees reach thirteen (13) or more years of service with the district. At that time, the benefit as described in Article 13.7.3 or Article 13.7.4 shall apply.

### 13.7.6 Career Service Credit Stipend 110/110 Option

Classified employees who are eligible for the full career service credit stipend, who hold a satisfactory performance rating on their most recent evaluation and who, with the district's consent, enter into a 110/110 program under PERA guidelines upon separation of employment shall receive a 70% payout (paid in five equal annual installments) of the career service credit stipend in lieu of the full career service credit stipend described in Article 13.7. Eligible classified employees wishing to participate in this program must submit the appropriate form(s) to Human Resources no later than April 1<sup>st</sup> of the prior school year. Modification or continuation of the 110/110 plan is subject to any applicable change in PERA rules, regulations or guidelines that require a modification or otherwise restrict continuation of the 110/110 plan. The classified employee's assignment, salary, benefits and other working conditions will be the same as what the classified employee would have received had the classified employee not chosen to participate in the 110/110 plan.

Eligible classified employees may choose to have the first stipend payable during the first regularly scheduled payroll of the subsequent new year. The four subsequent annual payments shall be made within one week of the anniversary date of the first payment. The choice of payment option as stated above shall be made by the classified employee when separation from employment is requested.

If a classified employee dies before the career service credit stipend is fully paid, the remainder due will be paid in annual installments as described above to his/her beneficiary.

If a classified employee has reached eligibility to receive the stipend but dies prior to resignation, the stipend will be paid in annual installments as described above to his/her beneficiary.

Employees terminated for cause are not eligible for the career service credit stipend.

For the purpose of this section, annual salary refers to the base compensation, including work experience, but not including overtime compensation or any compensation for extra service that the employee may have received.

### 13.8 Other Benefits

The Board recognizes its responsibilities to give all reasonable support and assistance to classified employees in the performance of their professionally assigned duties.

13.8.1 When arising out of, or in the course of, his/her employment, an employee's clothing and/or personal property are damaged, destroyed, or stolen as a result of willful malice, and when administrative review shows the employee has used reasonable judgment, the Board shall reimburse the actual cost to the employee for the repair or replacement of such clothing or personal property in an amount not to exceed one thousand dollars (\$1,000.00) upon receipt of proof of net expense incurred after all applicable insurance adjustments have occurred.

13.8.2 When an employee has reason to know of an incident which may lead to a claim against him/her and/or the district, the employee shall make a written report to his/her supervisor within ten (10) days following such incident. Such report shall be followed, when applicable, by copies of any papers received by or served upon him/her in connection with such claim.

13.8.3 If any classified employee is assaulted, complained against or sued as a result of acting within the scope of his/her employment, the district shall advise the employee and render necessary assistance to the employee, in accordance with State statute.

- 13.8.4 Whenever a classified employee is assigned the responsibility of handling funds in excess of \$50.00, the Board shall provide handling insurance for that individual.
- 13.8.5 No action shall be taken towards a classified employee upon any complaint by a parent of a student directed towards the classified employee, nor shall any notice thereof be included in said classified employee's personnel file, unless such matter is reported in writing to the classified employee concerned, permitting him/her an opportunity for refutation.

## ARTICLE 14

### Military Leave

- 14.1 Military Service. Any employee is eligible for leave for military service as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994. Employees should notify the Human Resources Department immediately after receiving orders for active duty. Copies of such orders shall be submitted to the Human Resources Department. If the employee applies for reinstatement within the time periods provided by law, the employee will be reinstated. The pay of a reinstated employee shall be commensurate with the experience level the employee would have attained but for service in the military.
- 14.2 Military Training Leave. Employees belonging to Guard or Reserve Units will be allowed to take up to fifteen (15) calendar days per year of time off from their regular duties for such military training. A leave not to exceed fifteen (15) calendar days per year shall be without any loss of pay provided that the employee on such military leave shall turn over to the district payment received for such services, excluding per diem and other travel related expenses, and no deduction shall be made from the employee's salary because of being on military leave up to fifteen (15) calendar days.

## ARTICLE 15

### Unpaid Leave of Absence

- 15.1 A classified employee may, in writing, request a short-term unpaid leave of absence not to exceed twelve weeks. The request shall be submitted to the employee's supervisor for approval. Any extension beyond twelve weeks shall require approval of the Superintendent, or his/her designee. An unpaid leave of absence shall not be eligible for compensation.
- 15.2 If the unpaid leave of absence is twelve weeks or less, the employee shall return to the position they held at the time the unpaid leave of absence commenced and be placed on the same step of the salary schedule.
- 15.3 If the unpaid leave of absence exceeds twelve weeks, and it has been agreed to in writing by the supervisor and the Chief Human Resources Officer that the employee shall return to his/her position, the employee shall be restored to his/her position.
- 15.4 If the unpaid leave of absence exceeds twelve weeks, but it has not been agreed to that the employee shall return to his/her position, the employee shall be restored to an equivalent position with the equivalent employment benefits, pay, and other terms and conditions of employment.
- 15.5 If the unpaid leave of absence is longer than twelve weeks and is not FMLA-covered, the employee shall be assigned to the first available position for which he/she is qualified unless the supervisor agrees in writing after securing the approval of the Chief Human Resources Officer to allow the employee to return to his/her position. Past practice or any other circumstance notwithstanding, neither the supervisor nor the Chief Human Resources Officer is obligated to approve any request for the employee to return to his/her position following unpaid leave of absence in excess twelve weeks.
- 15.6 All previously appointed fringe benefits will be restored to employees upon return from leave.
- 15.7 Employees on unpaid leave of absence may continue in the district group health insurance at their own expense through COBRA (Consolidated Omnibus Budget Reconciliation Act).
- 15.8 These leaves shall not be considered to be an interruption of services.
- 15.9 All employees on an unpaid leave of absence exceeding 30 days must notify the Benefits Department in writing, ten working days prior to the conclusion of the leave, as to the employee's intent to return. Human Resources will make three attempts to contact the employee. Failure to notify Human Resources in writing by the deadline will result in the separation of employment. Consideration will be given for extenuating circumstances.

## ARTICLE 16

### Parental Leave

Employees may take leave for the purpose of childcare, adoption or foster care within the first year of birth or placement. The Chief Human Resources Officer shall be notified as far in advance as possible as to the intent and date of return of the employee.

16.1 An employee may apply for a parental leave regardless of FMLA eligibility.

#### 16.2 Requesting Parental Leave

16.2.1 If the leave is covered by FMLA and all other requirements of FMLA have been met, the employee may apply for up to 12 work weeks of leave during a 12-month period.

16.2.2 If both parents are employed by the district, parental leave shall be granted to either parent but shall not exceed a combined total of 12 work weeks during a 12-month period.

16.2.3 The employee may apply for an extension of leave not to exceed one year from original start date. Extension of leave shall be approved by the Superintendent or his/her designee.

16.2.4 Parental leave for foster care shall not exceed 12 work weeks.

16.2.5 Parental leave shall be unpaid unless employee chooses to use their available temporary or vacation leave accrual.

#### 16.3 Return to Work

16.3.1 If the leave is less than 12 work weeks, the employee shall be returned to his/her original position and placed on the appropriate step of the salary schedule.

16.3.2 If the leave qualifies under FMLA but exceeds 12 work weeks, the employee shall be restored either to his/her previous position or to an equivalent position, pay and other terms and conditions of employment.

16.3.3 If the leave does not qualify under FMLA and exceeds 12 work weeks, the employee shall be assigned to the first available position for which he/she is qualified or may be returned to his/her original position.

#### 16.4 Benefits

16.4.1 Insurance benefits shall not be affected for employees on an FMLA-qualified parental leave of absence. Employees on an unpaid non FMLA-qualified parental leave of absence may continue insurance benefits at their own expense through COBRA (Consolidated Omnibus Budget Reconciliation Act).

16.4.2 All benefits in place at onset of leave will be restored to employee upon return from leave.

16.5 Parental leave shall not be considered to be an interruption of services.

16.6 All employees on an unpaid parental leave exceeding 30 days must notify the Benefits Department in writing ten working days prior to the conclusion of the leave as to the employee's intent to return to work. Human Resources will make three attempts to contact the employee. Failure to notify Human Resources in writing by the deadline may result in the separation of employment. Consideration will be given for extenuating circumstances.

## ARTICLE 17

### Bereavement Leave

- 17.1 If death occurs among relatives of the benefited employee's immediate family, the employee may utilize from one (1) to a maximum of three (3) days leave not to be charged to temporary leave. Hours granted shall be based on the employee's regular work schedule and shall not exceed a total of 24 hours.
- 17.1.1 Advance notice of bereavement leave shall be given by the employee to his/her appropriate supervisor.
- 17.1.2 For the purpose of this paragraph, the term "immediate family" is defined as spouse, child/step-child, brother, sister, parent/step-parent, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchild, grandparent, aunt, uncle, or anyone who has stood in their stead.
- 17.1.3 Employees may be asked to provide supporting documentation.
- 17.2 Two (2) additional days may be taken if needed. Day(s) will be charged against available temporary or vacation leave.
- 17.3 Further leave may be taken with approval of the appropriate supervisor; approval shall not be unreasonably withheld. Day(s) will be charged against available temporary or vacation leave.

## ARTICLE 18

### Sick Leave Bank

- 18.1 All classified employees who accrue temporary leave may participate in the Sick Leave Bank.
- 18.2 Sick leave days can only be withdrawn from the bank for an individual member's illness.
- 18.3 A three member governing board shall consist of the Chief Human Resources Officer and two (2) representatives of the Association and may meet on an annual basis.
- 18.4 A request for leave of absence must be submitted in writing to the Chief Human Resources Officer 30 days in advance unless an emergency situation exists.
- 18.5 The Chief Human Resources Officer's decision is final and may not be grieved.
- 18.6 All changes or additional provisions may be established as necessary by the governing board through a shared decision making process.
- 18.7 Guidelines are available to members of the Sick Leave Bank and are published and re-distributed as revisions are made.



## ARTICLE 19

### Salary Regulations

19.1 Increment. Increment step advancement is dependent upon receiving a satisfactory evaluation from the immediate supervisor. Evaluations shall be performed consistent with Article 8.3.

19.2 Increment Date. Employees who have qualified for on-the-job experience increments shall receive such increments effective January 1, 2020. Any exception to this increment advancement must be negotiated.

19.2.1 A person employed on or after October 1 will reach the increment date on the second January 1 following the hire date.

### 19.3 Salary Schedule Placement

19.3.1 Appointment/Promotion. When an employee receives an appointment/promotion to a position one to four levels higher on the salary schedule, the employee will be placed in the new level at the same step in which he/she was prior to the appointment/promotion.

When an employee receives an appointment /promotion to a position five or more levels higher on the salary schedule, his/her step will be determined by Human Resources and the Association on an individual basis taking into account applicable job history at, and prior to, Adams 12. If and when applicable, additional step increments will take place. The employee will receive a minimum percentage increase equal to ascending four levels.

Credit for previous compensated work experience(s) in a like position(s), e.g., comparison of essential functions, will be applied as per paragraph 19.3.2.

The new salary will become effective the first day of work, and the employee shall be eligible for the increment advancement on January 1. This section will apply to employee level changes resulting from appointment/transfer under this section and temporary assignments under Section 9.2.2.

19.3.1.1 When the district determines the need to establish Team Coordinator responsibilities or payment of a project stipend, the criteria for determining remuneration for such work shall be mutually agreed upon by a committee comprised of two (2) Association representatives, appointed by the Association; the appropriate unit Supervisor; and the Chief Human Resources Officer or his/her designee.

19.3.1.2 Leadership Pay. Classified employees who fulfill a school/student based leadership position during non-scheduled work time shall be entitled to a leadership pay stipend.

When a classified employee performs these functions, the employee shall be entitled to a maximum stipend of \$200 per semester to be paid out in January or June. First semester activities will be paid out in January and second semester activities will be paid out in June. Year long activities will be paid half in January with the remaining balance paid out in June.

A four member governing board will review, distribute, and monitor the leadership pay funds and guidelines. The governing board will meet two times per year (October for first semester and December/January for second semester).

To determine eligibility, suggested areas are listed below, but are not limited to:

- Wilderness Club
- International Club
- Rodeo
- Chess Club
- Dance Club
- Key Club
- Power Lifting
- Letterman's Club
- Honor Society
- Spirit Club
- Student Council
- School Improvement

#### 19.3.1.3 Shift Differential Pay

- Shift differential pay is an additional \$.40 per hour for second shift and \$.80 per hour for third shift.
- Second shift describes work between the hours of 3:00 p.m. and 11:00 p.m.
- Third shift describes work between the hours of 11:00 p.m. and 7:00 a.m.

The positions eligible for shift differential shall be indicated on the classified job list.

#### 19.3.2 Previous Work Experience. Credit for a previous compensated work experience(s) in a like position(s), e.g. comparison of essential functions, shall be granted up to a maximum of 5 steps, as follows:

- 9 month position (1560 hours) previous experience = 1 step
- 10 month position (1733 hours) previous experience = 1 step
- 11 month position (1907 hours) previous experience = 1 step
- 12 month position (2080 hours) previous experience = 1 step

While working at the district, active employees are not eligible to receive credit for any district work experience. Verification forms for previous work experience must be received within 90 calendar days of hire date in order for the employee to receive a retroactive salary increase from the hire date. Salary increases for verification forms received after 90 days from date of hire shall become effective the month in which they are received. Forms must be received by the 10<sup>th</sup> of the month (the 5<sup>th</sup> of the month for June and December) in order to be effective for that month's payroll.

#### 19.3.3 Demotion. When an employee is demoted to a position one to four levels lower on the salary schedule, the employee will be placed in the new level at the same step in which he/she was prior to the demotion. When an employee receives a demotion to a position five or more levels lower on the salary schedule, his/her step will be determined by Human Resources and the Association on an individual basis taking into account applicable job history at, and prior to, Adams 12.

19.3.4 Reclassification. Reclassification of a position or creation of a new position must be done through the Reclassification Committee. The Reclassification Committee will take into consideration the employee's experience at and prior to Adams 12 before making a final recommendation on placement. Reclassification decisions will be final.

19.3.4.1 When an occupied position is reclassified and ascends one to four levels on the salary schedule, the employee will be placed in the new level at the same step in which he/she was prior to the reclassification. In the event the position ascends five or more levels, his/her step will be determined by Human Resources and the Association on an individual basis taking into account applicable job history at, and prior to, Adams 12. The employee will receive a minimum percentage increase equal to ascending four levels.

19.3.4.2 When an occupied position is reclassified and descends levels on the salary schedule, the employee will be placed at the closest hourly rate as prior to the reclassification.

If there is no similar hourly rate in the lower level, the employee shall retain his/her current hourly salary rate until such time that the hourly rate for a step at the reclassified level matches or exceeds the employee's hourly salary rate. At that time the employee will advance as per Article 19.2

19.3.5 Rehire of Former Employee. A former employee who vacates his/her position in good standing and is rehired to the same position within two years of his/her separation date shall be placed at either the step at which they left or shall be granted up to a maximum of five steps of experience credit as outlined in article 19.3.2, whichever places them at the higher step. No other compensation or benefits shall be granted to rehired employees.

19.3.6 Lateral Transfer. When an employee is assigned to or applies for and accepts a position at the same level as his/her current job, the employee will maintain the step at which he/she is currently placed in the salary schedule. If the employee has previous work experience that has not been previously considered and is applicable to the new position, the employee's salary can be advanced per paragraph 19.3.2.

19.3.7 In no event shall the provisions of this Agreement be construed to require an employee to accept a rate of compensation which is below the minimum rate on the compensation schedule, nor shall these provisions be construed to allow an employee a rate of compensation above the maximum rate identified for that classification or position.

19.3.8 Career ladder advancement: when an employee meets established criteria for career ladder advancement, the employee will remain at his/her current step and move to the appropriate salary level for the new position. If the employee fails to maintain the position requirements, salary will move back following the same criteria as the forward movement.

#### 19.4 Duty-Free Lunch Period and Rest Break

19.4.1 Duty-Free Lunch Period. A minimum thirty-minute duty-free unpaid lunch period must be taken by employees working more than five (5) consecutive hours. The lunch period shall be scheduled at the discretion of the supervisor at a time that shall not interfere with the operation of the unit. For those working less than five (5) hours but more than two (2) hours, a minimum fifteen-minute unpaid lunch period shall be made available.

When the nature of the business activity or other extraordinary circumstances, such as overtime, extra duty, field trips, or other times outside of regular working hours, exist that makes an uninterrupted meal period impractical, the employee and supervisor may mutually agree to temporarily waive the duty-free lunch period and/or allow an on-duty meal to be consumed while performing duties.

- 19.4.2 Rest Break. The district and Association recognize the benefit of providing rest breaks to employees. Each location is encouraged to provide rest breaks when practical and reasonable. A rest break of at least ten minutes for each four hours worked may be provided. (Rest breaks may not be aggregated. Employees' failure to take rest breaks shall result in loss of such rest break. Breaks are to be flexible and accommodate both parties.)

## 19.5 Overtime Compensation

- 19.5.1 The terms work day, work week, work year, extended work year, non-exempt (eligible for overtime), exempt (not eligible for overtime) and flexible scheduling referenced in Article 19.4 are defined in Article 1, Definitions.

- 19.5.2 Overtime. Classified employees, excluding persons declared exempt by the Chief Human Resources Officer, who work in excess of forty (40) hours during a work week, shall be paid for such excess hours at the rate of one and one-half (1-1/2) times their regular hourly rate within the next payroll, in compensatory time, or in a combination thereof. Overtime work shall be approved in advance by the supervisor, except in cases of emergency.

- 19.5.3 Compensatory Time. Compensatory time must be mutually agreed to, if selected, and recorded on a form provided by the district. Without mutual agreement before the fact (to be verified in writing as soon as possible after), time worked in excess of forty (40) hours shall be paid within the next payroll. Compensatory time may be accrued up to one hundred sixty (160) hours in a calendar year. Compensatory time shall be used in the calendar year in which it was earned. Compensatory time remaining at the end of the pay period ending January 15 will be paid to the employee in the February payroll at the rate of one and one-half (1-1/2) times the hourly wage in which it was earned. Compensatory time shall be scheduled at the convenience of the district and as nearly as possible at the convenience of the employee.

- 19.5.4 Employees of the district who receive pay for holidays on which they do not work may count such time as time worked for the purpose of qualifying for overtime compensation. Paid temporary leave hours and vacation time accepted and approved by the Supervisor shall be counted as hours worked by the employee for the purpose of determining eligibility for overtime.

In order to manage the need for overtime, supervisors shall have the authority to adjust work schedules of employees in order to meet the needs of the district. Supervisors are encouraged to recognize the need to balance work assignments, completion dates and ongoing responsibilities that affect an employee's ability to complete assigned work, within the designated work day, in order to minimize the need for overtime.

Employees are encouraged to discuss any issues and concerns regarding overtime with their immediate supervisor, Human Resource Department and/or Association representative.

- 19.5.5 On-Call. When the district determines that designation of "on call" classified personnel is necessary, a compensation plan must be developed. Each

department must submit the compensation plan to the district and the Association for approval. Each plan must consider the following criteria:

- Duration of “on call” responsibilities.
- Impact of personal time while being on call.
- Required response time.
- Be consistent and equitable with other department plans.

The Classified Association and the Chief Human Resources Officer or his/her designees must mutually agree on each compensation plan.

19.5.5.1 Employees who are called to work during off-duty time, upon commencing work or who report for scheduled duty and are released, will receive at least two (2) hours of pay.

19.5.6 Employees or classified supervisors who are required to call for substitute coverage during off-duty time shall be compensated for actual hours worked if, as per Fair Labor Standards Act (FLSA) regulations, the calling process exceeds 10 minutes.

Employees who receive a work-related telephone call from the district during off-duty time shall be compensated for actual hours worked if, as per Fair Labor Standards Act (FLSA) regulations, the work-related call exceeds 10 minutes.

19.5.7 Emergency Closures/District Closure. Employees who are required to work on days declared as emergency closures for the district or a facility shall be compensated at their regular rate for eight (8) hours plus their regular rate for the number of hours actually worked on that emergency closure day.

Emergency closure days during a specific workweek shall be counted as days worked for reasons of computing overtime during that specific week.

19.5.8 The district agrees that during the years the calendar exceeds the 12-month classified work year of 260 days, a non-paid, non-work day(s) will be considered a scheduled work day(s). This day(s) will be considered an 8-hour workday(s) for the purposes of calculating overtime pay.

## 19.6 Tutor Interpreter Compensation for Cancellation of Services

Tutor interpreters who are scheduled to interpret an event/meeting for a student/parent shall require a 24-hour cancellation notice that the student/parent will not attend the scheduled event/meeting. If 24-hour notice is not provided despite notice of this requirement to the student/parent, the interpreter shall receive compensation for their time as defined below:

- If the scheduled event/meeting is less than two hours, the interpreter shall receive pay for the time scheduled.
- If the scheduled event/meeting is two hours or more, the interpreter shall receive two hours of pay.
- If the scheduled event/meeting is cancelled with or without a 24-hour notice due to inclement weather, no call back compensation shall be provided.
- Pay shall be at the regular rate, except as required by Fair Labor Standards Act mandates.

### 19.7 Incentive Pay

Departments can pursue the concept of financial incentives that are in addition to salary schedule compensation. The department will provide, prior to implementation, cost benefit analysis, implementation issues, and long-term benefit for the district and the classified employees. Proposed incentive programs shall be reviewed by Human Resources and the Association prior to implementation. Examples of incentives may include, but are not limited to:

- Return to work in the fall incentive
- Sign on incentive
- Attendance incentive
- Referral of new employee
- Team performance

### 19.8 Time Clocks

When a school/department determines the need for the use of a time clock, time clock guidelines shall be developed and provided to staff. Each school/department must submit the time clock guidelines to the district and the association for approval prior to implementation. Guidelines must take into consideration the following:

- Employees covered
- Clocking in and clocking out procedures
- Record-keeping; rounding up and rounding down per Fair Labor Standards Act guidelines
- Completion and submission of time cards

### 19.9 Extended Work Year

When regular employees perform the duties of their assigned positions beyond their regularly scheduled work year as defined in Article 1.22, they shall be paid at their regular salary rate. They shall also accrue and/or utilize benefits during the extended work year. Any exceptions will be agreed upon by the Association and the Chief Human Resources Officer.

### 19.10 Working on a District-Designated Holiday

Classified employees, except those declared as exempt by the Chief Human Resources Officer, who are required to work on a holiday as declared by the district, shall be paid for such hours at the rate of one and one-half (1-1/2) times their regular hourly rate in addition to their holiday pay, if any.

## ARTICLE 20

### Salary and Reopener

- 20.1 Employees shall be paid on the basis of days actually worked, or other time paid as specified in the Agreement. Employees entitled to increments under Article 19 of the Agreement will be moved in accordance with said Article. Effective January 1, 2020, eligible employees will receive a cost of living adjustment (COLA) of 2%.
- 20.2 Pursuant to the existing negotiating procedure, the parties will meet during 2020 to discuss a successor agreement, except that negotiations may be reopened each year for annual reopeners referenced in 20.2.2.
- 20.2.1 The members of the classified negotiations team shall be released from their regularly scheduled work prior to the negotiation session.
- 20.2.2 Annual reopeners in 2020 will be limited to the following articles:
- Articles 3, 11, 12, 19, 20, 21, Memoranda of Agreement, Appendix A, and any other articles to which money is designated, and three articles proposed by each side. Other articles may be opened by mutual agreement of the parties.

## ARTICLE 21

### Professional Growth

- 21.1 Required Courses or Essential Education or Training. Courses required by the district or department/school to maintain qualifications for the employee's existing position will be paid for by the district or department/school. Further, any essential education or training deemed necessary by the district for the performance of duties will be paid for by the district or department/school. The district will also pay the employees involved in such training (exceptions to this provision might be apprenticeship programs or trainee programs where a significant part of the employment circumstances involves training and education for a higher paying job). Professional growth funds outlined in this article shall not be utilized for required courses or essential education or training.
- 21.2 Eligibility. Regular classified employees shall be eligible for an annual amount of \$1,400 for professional growth that is substantially related to district positions. Temporary and substitute employees as defined in Articles 1.13 and 1.15 are ineligible.
- 21.3 Expenditure of Funds. When pre-approved, professional growth courses or training programs which are not required for the current job but are substantially related to district positions would receive professional growth money for tuition, registration fees, books, distance learning, occupational programs, or any other fees directly related to the education course up to a maximum of \$1,400 per calendar year. A maximum of \$750 of those funds may be designated for hotel, mileage and other related expenses. Please refer to District Policy 4150 for details on allowable expenditures.
- 21.4 Process
- 21.4.1 STEP 1 - Pre-approval of Funds. Pre-approval must be obtained prior to the start of the class. The employee shall submit a request form to their supervisor indicating their interest in a course. If the requested course/training program impacts the employee's work schedule, the employee must seek approval from his/her supervisor. Once signed by their supervisor, the form is submitted by the employee to the Professional Development department. Requests will not be unreasonably denied.
- 21.4.2 STEP 2 – Reimbursement of Funds After Completion of Pre-Approved Course. To receive reimbursement at the end of a class, the employee must have successfully completed the course and present a certificate, transcript, or completion letter on letterhead, and receipt of payment for the course within twenty (20) working days after the completion of the course. If the request form is not received within twenty working days reimbursement will be denied.
- 21.5 Professional tracks will be developed between Professional Development, Classified Shared Decision Making Team, and Classified School Employees' Association for the purpose of identifying substantially related future job needs. An annual amount of \$6,000 will be allocated for the development and implementation of professional tracks.
- 21.6 All forms under this article will be jointly developed between the Professional Development director or designee and the Association president or designee.



## ARTICLE 22

### Miscellaneous Provisions

- 22.1 Work Year. If the district determines that it desires to reduce the work year for the members of the Classified Association, the district agrees to meet and confer with the Association regarding such reduction. A special conference between the Association and the district will be set up to discuss any contemplated reduction. The Superintendent will evaluate the considerations raised at the conference and make a decision. The decision of the Superintendent will be final.
- 22.2 Subcontracting/Intergovernmental Agreements. In the event the Board considers alternatives which will result in displacing employees from positions currently held, the Board will consult with the Association and provide the Association a minimum of one (1) month to present suggestions, alternatives, or proposals prior to the Board making a decision.
- 22.2.1 The Association shall be notified and offered the opportunity to participate in all requests for proposals in service related areas.
- 22.3 Health and Safety. The district and the Association are concerned about the health, safety and welfare of classified employees. To that end, each unit office shall have a safety manual for reference for employees. Problems or concerns not covered by the safety manual should be brought to the attention of the unit administrator and the safety officer for resolution.

## ARTICLE 23

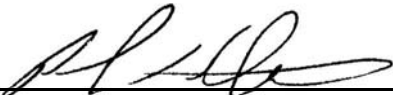
### Personnel Records

- 23.1 Building and central administration classified employees files shall be reasonably secure.
  - 23.1.1 All classified employees within the current bargaining unit shall only have one (1) file that exists at the unit/building and one (1) at central administration.
- 23.2 At any time a disciplinary document is placed into an employee's file the said employee will be given a copy of the document at the time of placement.
- 23.3 Upon request of the employee his/her file must be made available at the building and central administration. Copies shall be furnished upon request.
- 23.4 When there is no written evidence of a recurring incident within three (3) years, the Chief Human Resources Officer, upon the request of the employee, will attach a notice to the employee's record that there have been no recurring incidents.
- 23.5 The said employee will have the right to respond to any document placed within the file within six (6) months of the notification of the district.

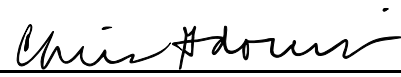
SIGNATURE PAGE

THIS AGREEMENT accepted and approved the 1st day of January 2020.

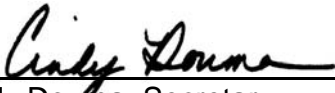
ADAMS 12 FIVE STAR SCHOOLS  
ADAMS COUNTY  
CLASSIFIED SCHOOL  
EMPLOYEES' ASSOCIATION

By:   
Paul Williams, President


ADAMS 12 FIVE STAR SCHOOLS  
ADAMS COUNTY

By:   
Christopher E. Gdowski, Superintendent

ATTEST:

  
Cindy Douma, Secretary

ATTEST:

  
Kristy Riccio, Spokesperson

MEMORANDUM OF AGREEMENT  
BETWEEN ADAMS 12 FIVE STAR SCHOOLS, ADAMS COUNTY  
AND THE  
ADAMS 12 FIVE STAR SCHOOLS, ADAMS COUNTY  
CLASSIFIED SCHOOL EMPLOYEES' ASSOCIATION

RE: SHARED DECISION MAKING

The Board and the Adams 12 Five Star Schools Classified School Employees' Association agree that giving classified employees increased opportunity for sharing decisions fosters the collegial exchange of ideas.

In support of shared decision making, each school/unit will develop procedures for shared decision making which legitimately engages administrators, teachers, support staff, parents and students where appropriate, in planning, gathering and analyzing data, proposing, implementing, and evaluating solutions, and making decisions in the best interest of the individual unit. This procedure, which will enable decisions to be made at the level closest to implementation, is an evolutionary process assuming greater definition through annual review and modification. These procedures will ensure that classified employees shall be given the opportunity to participate in shared decisions which directly affect them.

Development and implementation of changes evolving from shared decision making shall be in accordance with district policy, laws and the Master Agreement.

The Board and the Classified School Employees' Association recognize the importance of the respective negotiating teams in the clarification and interpretation of the Master Agreement as it relates to shared decision making. Matters of interpretation of the Master Agreement shall be referred to the respective negotiations teams for joint study, response and appropriate action.

Areas where classified employees shall be given opportunities to participate shall include, but not be limited to, the following:

1. Expenditures of funds available to the unit.
2. Selection and mentoring of classified staff.
3. At least two classified positions shall be reserved for classified employees on the School Improvement Team at each facility.
4. The Association may appoint three (3) employees who shall hold full rights on the Policy Council at the discretion of the Association.

Realizing that shared decision making requires additional resources for successful implementation, the board is committed to the training of staff members in skills needed to work effectively and efficiently as a group (facilitation skills, group process, team building, consensus building, problem solving, conflict resolution, trust building, and empowering others). Additional resources shall also be used to support orientation and other information programs to promote understanding and successful implementation of shared decision making. Each month, August through June, members of the administration and the Classified Executive Council shall meet in an effort to improve understanding, skills, and application of the shared decision making concept.

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Association Designee

1/1/2020  
\_\_\_\_\_  
Date

1/1/2020  
\_\_\_\_\_  
Date

MEMORANDUM OF AGREEMENT  
BETWEEN ADAMS 12 FIVE STAR SCHOOLS, ADAMS COUNTY  
AND THE  
ADAMS 12 FIVE STAR SCHOOLS, ADAMS COUNTY  
CLASSIFIED SCHOOL EMPLOYEES' ASSOCIATION

RE: CAREER DEVELOPMENT

1) Career Ladders for Education

Adams 12 Five Star Schools and the Classified School Employees' Association agree to the concept of developing career advancement ladders for the individual teams/job family/workgroups within departments or schools. The interested team/job family/workgroup shall develop a career adjustment plan, which shall include the following:

- Implementation process
- Individual team/work group criteria
- Independent testing/certification
- Job description changes - updates
- Funding sources
- Grandfathering


The proposed plan shall be submitted to the Chief Human Resources Officer and CSEA for approval.

2) Multi-Skill Positions

Adams 12 Five Star Schools and the Classified School Employees' Association agree to look at developing some multi-skill positions to be placed on the compensation schedule.

The objective is to utilize employees with multiple skills for retention within the district and to meet the changing needs of the district workforce. Both teams agree to charge the reclassification committee (which has representation from the Classified School Employees' Association and the district) to pursue the above concept.

The committee will consult with a compensation expert for guidance and review of proposed plans/changes to the compensation schedule.

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Association Designee

1/1/2020  
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Date

1/1/2020  
\_\_\_\_\_  
Date

MEMORANDUM OF AGREEMENT  
BETWEEN ADAMS 12 FIVE STAR SCHOOLS, ADAMS COUNTY  
AND THE  
ADAMS 12 FIVE STAR SCHOOLS, ADAMS COUNTY  
CLASSIFIED SCHOOL EMPLOYEES' ASSOCIATION

RE: STUDENT TRANSITION AND SCHOOL TO WORK/CAREER

Objective:

The mission of Adams 12 Five Star Schools is to maximize learning opportunities for each student. For the future success of students and in the spirit of shared responsibility, the CSEA and Adams 12 Five Star Schools feel it is important to employ special needs students to assist them with achieving school to work opportunities.

Who qualifies:

Students with IEP's as identified by student services and who are approved by the transition committee qualify for consideration.

Committee:

The committee will be comprised of the school to work representative for Adams 12, and one representative from each of the following areas: Classified School Employees' Association, Human Resources, Student Services, and Business Services Team.

Issues to be addressed by the committee:

- Positions Available for Consideration
- Safety of the Employed Student
- Appropriate Wage (Training Wage) to Be Paid to the Student
- Supervision by Staff and Appropriate Agencies
- Evaluation by Staff and Appropriate Agencies
- Training: Employee (Student)/employer (Staff)
- Transportation Issues
- Liability Issues
- Other Funding Sources for Future Support/Potential Expansion of the Program



\_\_\_\_\_  
Superintendent



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Association Designee

1/1/2020

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Date

1/1/2020

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Date

MEMORANDUM OF AGREEMENT  
BETWEEN ADAMS 12 FIVE STAR SCHOOLS, ADAMS COUNTY  
AND THE  
ADAMS 12 FIVE STAR SCHOOLS, ADAMS COUNTY  
CLASSIFIED SCHOOL EMPLOYEES' ASSOCIATION

RE: NUTRITION SERVICES – BENEFITS

Adams 12 Five Star Schools and the Classified School Employees' Association recognize the need to consider the long-term financial impact of benefits (medical, dental and vision services) in light of escalating costs and continued growth of the district. Toward this end, a "pilot" project is initiated for staff hired by Nutrition Services with a hire date of January 2003 or after. Two areas for potential cost savings have been identified and agreed upon:

1. In addition to current criteria for benefits eligibility outlined in the master agreement, the threshold for Nutrition Services will be "25 hours" and effective for all Nutrition Services staff hired January 1, 2003 or after.
2. Nutrition Services staff hired prior to January 1, 2003 may waive 20-hour benefits eligibility in return for a greater number of work hours by signing a waiver. The waiver will be in force until the employee reaches the 25-hour benefit eligibility level. At that point, provided the hire date is prior to January 1, 2003, the employee will receive applicable benefits as defined in the master agreement.



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Superintendent



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Association Designee

1/1/2020

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Date

1/1/2020

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Date

MEMORANDUM OF AGREEMENT  
BETWEEN ADAMS 12 FIVE STAR SCHOOLS, ADAMS COUNTY  
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ADAMS 12 FIVE STAR SCHOOLS, ADAMS COUNTY  
CLASSIFIED SCHOOL EMPLOYEES' ASSOCIATION

RE: STUDENT TO STAFF RATIO

The district and the Association recognize the importance of maintaining a safe environment for students and staff. Toward this end, we share a commitment to address issues involving supervision of groups of students by classified staff.

1. The district will review and respond to situations, as they arise, when concerns are shared by individual locations involving the number of students supervised by classified staff.
2. The district will review budget/staffing allocations to ensure that schools have necessary resources to provide for appropriate supervision of students.

This memorandum of agreement will expire on December 31, 2020.



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Superintendent



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Association Designee

1/1/2020

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Date

1/1/2020

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Date



MEMORANDUM OF AGREEMENT  
BETWEEN ADAMS 12 FIVE STAR SCHOOLS, ADAMS COUNTY  
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ADAMS 12 FIVE STAR SCHOOLS, ADAMS COUNTY  
CLASSIFIED SCHOOL EMPLOYEES' ASSOCIATION

RE: SCHOOL AND DEPARTMENT MANUALS / HANDBOOKS

The district and the Association mutually agree that all schools and departments that develop manuals /handbooks will forward a copy of the manual/handbook to the CSEA office at the beginning of each odd-numbered year.

At the beginning of each school year, Human Resources will remind schools and departments 1) that manuals/handbooks created should not be in conflict with Board policy, district policy, or Master Agreement language, and 2) to provide a copy of the current manual/handbook appropriate for the position held to the employee.

In case of any direct conflict between the expressed provisions of the Classified Master Agreement and any written Board policy, district policy, administrative directive or school/department policy, the provisions of the Master Agreement shall prevail.



\_\_\_\_\_  
Superintendent

1/1/2020

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Date



\_\_\_\_\_  
Association Designee

1/1/2020

\_\_\_\_\_  
Date

MEMORANDUM OF AGREEMENT  
BETWEEN ADAMS 12 FIVE STAR SCHOOLS, ADAMS COUNTY  
AND THE  
ADAMS 12 FIVE STAR SCHOOLS, ADAMS COUNTY  
CLASSIFIED SCHOOL EMPLOYEES' ASSOCIATION

RE: COLLABORATIVE TIME FOR SPECIAL NEEDS/  
SPECIAL EDUCATION PARAPROFESSIONALS

The district and the Classified School Employees' Association mutually agree to the benefit of collaborative time between special needs/special education paraprofessionals and certified staff. Both parties continue to recognize the importance of this collaboration. To this end, Student Support Services encourages schools to honor collaborative time in order to facilitate communication that assists in meeting the needs of individual students.

There may be rare occasions where brief collaborative sessions may occur outside of a special needs/special education paraprofessional's regular schedule. In order to balance the need for collaboration, available resources and current budget constraints, the following expectations must be adhered to:

- The need for such sessions shall be agreed upon by school administration, the certified staff member and the special needs/special education paraprofessional(s).
- Sessions outside of the special needs/special education paraprofessional's regular schedule that exceed thirty minutes or need to occur on a regular basis shall be pre-approved by Student Support Services.



\_\_\_\_\_  
Superintendent

1/1/2020

\_\_\_\_\_  
Date



\_\_\_\_\_  
Association Designee

1/1/2020

\_\_\_\_\_  
Date

MEMORANDUM OF AGREEMENT  
BETWEEN ADAMS 12 FIVE STAR SCHOOLS, ADAMS COUNTY  
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ADAMS 12 FIVE STAR SCHOOLS, ADAMS COUNTY  
CLASSIFIED SCHOOL EMPLOYEES' ASSOCIATION

RE: PREMIUM PAY FOR REQUIRED SPANISH LANGUAGE INTERPRETATION SKILLS

Premium pay for Spanish language interpretation skills shall be paid at the rate of forty (40) cents per hour for office staff who interact with the community or parents on a regular basis. Eligibility shall be determined through a district-approved assessment to determine Spanish language interpretation skills. This assessment shall be taken at the employee's expense and shall be reimbursed upon successful completion of the assessment.



\_\_\_\_\_  
Superintendent



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Association Designee

1/1/2020

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Date

1/1/2020

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Date

MEMORANDUM OF AGREEMENT  
BETWEEN ADAMS 12 FIVE STAR SCHOOLS, ADAMS COUNTY  
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ADAMS 12 FIVE STAR SCHOOLS, ADAMS COUNTY  
CLASSIFIED SCHOOL EMPLOYEES' ASSOCIATION

RE: ORIENTATION TIME FOR 9-MONTH SCHOOL EMPLOYEES

The district and the Classified School Employees' Association recognize that 9-month school employees may require time prior to the first student contact day for orientation purposes. To this end, the principal and the 9-month employee shall determine the need for the orientation. If mutually agreed to, a period of time shall be reserved for such orientation.



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Superintendent



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Association Designee

1/1/2020

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Date

1/1/2020

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Date

MEMORANDUM OF AGREEMENT  
BETWEEN ADAMS 12 FIVE STAR SCHOOLS, ADAMS COUNTY  
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ADAMS 12 FIVE STAR SCHOOLS, ADAMS COUNTY  
CLASSIFIED SCHOOL EMPLOYEES' ASSOCIATION

RE: RESTORATION OF 2017 STEP

The district and the association agree that all employees who were eligible to receive a step during the 2017 contract year and who are still eligible to receive a step shall receive this step effective July 1, 2020.



\_\_\_\_\_  
Superintendent

1/1/2020

\_\_\_\_\_  
Date



\_\_\_\_\_  
Association Designee

1/1/2020

\_\_\_\_\_  
Date

MEMORANDUM OF AGREEMENT  
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 AND THE  
 ADAMS 12 FIVE STAR SCHOOLS, ADAMS COUNTY  
 CLASSIFIED SCHOOL EMPLOYEES' ASSOCIATION

RE: ONE-TIME CAREER SERVICE CREDIT STIPEND BUYOUT

A one-time only buyout of the pro-rated classified career service credit stipend will be offered by lottery to a limited number of eligible employees during the second semester of the 2019-20 school year.

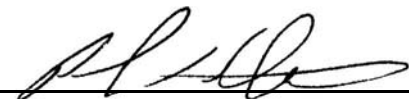
- An eligible employee is defined as any currently employed classified employee who is eligible for the career service credit stipend as defined in Article 13.7.
- The lottery applications will be available through March 2, 2020 with the drawing to occur on March 20, 2020.
- The buyout shall be paid in a lump sum in April 2020.
- Those not selected by lottery drawing will remain eligible for the career service credit stipend as defined in Article 13.7.
- Buyouts will be calculated at 65% of each employee's pro-rated stipend amount from district identified one-time funds, not to exceed the maximum stipend of \$72,500 if applicable (see table below).
- Payment of the 65% pro-rated stipend fully extinguishes the eligible employee's claim to the career service credit stipend.

Service Year	Pro-Rated Percentage of Highest Average Salary*	65% of Pro-Rated Percentage of Highest Average Salary*
20+	133%	86.45%
19	123.5%	80.275%
18	114%	74.1%
17	104.5%	67.925%
16	95%	61.75%
15	85.5%	55.575%
14	76%	49.4%
13	66.5%	43.225%

\*As defined in Article 13.7



\_\_\_\_\_  
 Superintendent



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 Association Designee

1/1/2020

\_\_\_\_\_  
 Date

1/1/2020

\_\_\_\_\_  
 Date

MEMORANDUM OF AGREEMENT  
BETWEEN ADAMS 12 FIVE STAR SCHOOLS, ADAMS COUNTY  
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ADAMS 12 FIVE STAR SCHOOLS, ADAMS COUNTY  
CLASSIFIED SCHOOL EMPLOYEES' ASSOCIATION

RE: COVERAGE

The district and the association agree that classified employees providing coverage for other positions due to absences or unfilled vacancies may have implications on the workforce. We agree to engage in conversations with the intention to address and provide solutions for these implications during the 2020 contract year.



\_\_\_\_\_  
Superintendent

1/1/2020

\_\_\_\_\_  
Date



\_\_\_\_\_  
Association Designee

1/1/2020

\_\_\_\_\_  
Date

MEMORANDUM OF AGREEMENT  
BETWEEN ADAMS 12 FIVE STAR SCHOOLS, ADAMS COUNTY  
AND THE  
ADAMS 12 FIVE STAR SCHOOLS, ADAMS COUNTY  
CLASSIFIED SCHOOL EMPLOYEES' ASSOCIATION

RE: SALARY SCHEDULE REVIEW

The district and the association agree to review the cost of compensation related to the salary schedule during the 2020 contract year. Our shared interest is to ensure the ongoing sustainability of the salary schedule.



\_\_\_\_\_  
Superintendent

1/1/2020

\_\_\_\_\_  
Date



\_\_\_\_\_  
Association Designee

1/1/2020

\_\_\_\_\_  
Date



APPENDIX A  
2020 CLASSIFIED SALARY SCHEDULE

GRADE ↓	STEP →										
	S1	S2	S3	S4	S5	S6	S7	S8	S9	S10	S11
G11	12.28	12.79	13.28	13.83	14.37	14.96	15.55	16.18	16.81	17.50	18.19
G12	12.79	13.28	13.83	14.37	14.96	15.55	16.18	16.81	17.50	18.19	18.93
G13	13.28	13.83	14.37	14.96	15.55	16.18	16.81	17.50	18.19	18.93	19.68
G14	13.83	14.37	14.96	15.55	16.18	16.81	17.50	18.19	18.93	19.68	20.47
G15	14.37	14.96	15.55	16.18	16.81	17.50	18.19	18.93	19.68	20.47	21.28
G16	14.96	15.55	16.18	16.81	17.50	18.19	18.93	19.68	20.47	21.28	22.14
G17	15.55	16.18	16.81	17.50	18.19	18.93	19.68	20.47	21.28	22.14	23.02
G18	16.18	16.81	17.50	18.19	18.93	19.68	20.47	21.28	22.14	23.02	23.94
G19	16.81	17.50	18.19	18.93	19.68	20.47	21.28	22.14	23.02	23.94	24.88
G20	17.50	18.19	18.93	19.68	20.47	21.28	22.14	23.02	23.94	24.88	25.89
G21	18.19	18.93	19.68	20.47	21.28	22.14	23.02	23.94	24.88	25.89	26.93
G22	18.93	19.68	20.47	21.28	22.14	23.02	23.94	24.88	25.89	26.93	28.00
G23	19.68	20.47	21.28	22.14	23.02	23.94	24.88	25.89	26.93	28.00	29.13
G24	20.47	21.28	22.14	23.02	23.94	24.88	25.89	26.93	28.00	29.13	30.29
G25	21.28	22.14	23.02	23.94	24.88	25.89	26.93	28.00	29.13	30.29	31.50
G26	22.14	23.02	23.94	24.88	25.89	26.93	28.00	29.13	30.29	31.50	32.77
G27	23.02	23.94	24.88	25.89	26.93	28.00	29.13	30.29	31.50	32.77	34.07
G28	23.94	24.88	25.89	26.93	28.00	29.13	30.29	31.50	32.77	34.07	35.44
G29	24.88	25.89	26.93	28.00	29.13	30.29	31.50	32.77	34.07	35.44	36.85
G30	25.89	26.93	28.00	29.13	30.29	31.50	32.77	34.07	35.44	36.85	38.32
G31	26.93	28.00	29.13	30.29	31.50	32.77	34.07	35.44	36.85	38.32	39.87
G32	28.00	29.13	30.29	31.50	32.77	34.07	35.44	36.85	38.32	39.87	41.47
G33	29.13	30.29	31.50	32.77	34.07	35.44	36.85	38.32	39.87	41.47	43.12
G34	30.29	31.50	32.77	34.07	35.44	36.85	38.32	39.87	41.47	43.12	44.84

NOTES:

- 1) The figures above represent **rounded** amounts. The exact hourly rate contained in the Human Resources/ Payroll system is carried out to six decimal places and is shown on your monthly pay advice.
- 2) "Grade" refers to position or job classification and "Step" refers to number of service years or experience credit.

## DISTRICT AND BOARD POLICY

### Employee Organizations

The Board of Education recognizes that some employees or groups of employees may wish to form organizations for the purpose of discussing with the district wages, hours, and other terms and conditions of employment. In recognition of such employee desires, the Board of Education will recognize labor or employee organizations as representatives of employees for the purpose of bargaining with respect to wages, hours, and other terms and conditions of employment, in accordance with the following procedure:

#### 1. Recognition, Certification and Decertification

Certification and decertification of an exclusive bargaining agent shall be initiated as follows:

- (a) An employee organization desiring to be certified as the exclusive agent of a group of employees shall file a request with the district. Such request shall be accompanied by the signatures of at least thirty percent (30%) of the employees in the appropriate bargaining unit indicating a desire to be represented for the purposes of bargaining collectively with Adams 12 Five Star Schools, Adams County, with regard to wages, hours, and other terms and conditions of employment. The petition shall contain the name and address of the petitioner, the approximate number of employees sought to be covered by the petition, and the classes or positions of employees in the unit or units claimed to be appropriate. If the parties agree on the definition of the most appropriate bargaining unit prior to the date of the election as set forth later in this article, then that definition shall be final. If the parties fail to reach agreement on the definition of the most appropriate bargaining unit within fourteen (14) calendar days after the filing of the petition, either party may refer this matter to the election arbitrator identified elsewhere in this procedure for an advisory recommendation as to the definition of the bargaining unit. The election arbitrator, after hearing argument and testimony concerning the bargaining unit question in dispute shall serve his advisory recommendations on both the district and the employee organization, who shall forthwith notify each other concerning their willingness to abide by the arbitrator's advisory recommendations. In the event of failure to agree, the Board of Education shall make the final decision concerning composition of the bargaining unit. No election may be held unless the signatures supporting the petition include at least thirty percent (30%) of the employees in the unit defined as most appropriate. If the unit finally determined as most appropriate is different from the one originally proposed, the petitioning organization shall have ten (10) days to secure the required numbers of signatures.
- (b) There shall be no more than two (2) appropriate bargaining units among the employees of Adams 12 Five Star Schools, Adams County, as follows:
  - (1) One (1) unit shall comprise non-supervisory, certificated employees of the district, excluding all supervisors, managers, executives, administrators, and confidential employees, and
  - (2) One (1) unit shall consist of all non-supervisory, non-certificated employees of the district, excluding all supervisory, managerial, executive, temporary, and confidential employees.
- (c) Where an employee organization has been recognized by the Board as the exclusive agent of a group of employees, a public employee within the most appropriate bargaining unit may file a petition with the district requesting decertification of the exclusive bargaining agent, provided that such request must be filed within the period of 270 to 300 days prior to the date on which the then current collective bargaining agreement covering such employees expires. The district shall forthwith transmit copies of such request to the affected employee organization. The request must contain the signatures of at least thirty percent (30%) of the employees within the

most appropriate bargaining unit, and it must allege that the majority of employees within that most appropriate bargaining unit no longer desire to have the labor or employee organization presently certified serve in the capacity of representative of those employees.

2. Whenever a request as set forth in Section 1 of this procedure has been received by the district, the district shall request appointment of an election arbitrator through the office of the American Arbitration Association who shall serve in accordance with the provisions of this policy and to the extent that they are not otherwise contrary to this policy, the Rules of the American Arbitration Association. If the election arbitrator finds and determines that a petition is properly supported, timely filed, and that the bargaining unit requested is the most appropriate one, the election arbitrator shall recommend to the Board that an election of all eligible employees be held within a reasonable time. The Board shall forthwith act on the election arbitrator's advisory recommendations, and if it agrees with said determination, the Board shall authorize the election arbitrator to conduct an election according to the then current Rules of the American Arbitration Association.

3. Election Rules

- (a) No election may be held where there has been an election in the preceding twelve (12) month period involving the employees covered by the petition. The election arbitrator shall, after hearing the suggestions of both parties, determine the ballot to be submitted to eligible employees. The ballot shall contain as choices to be made by the voter:

- (1) The name of the petitioning employee organization;
    - (2) The name or names of any other employee organization showing written proof of at least ten-percent (10%) representation of the employees within the most appropriate unit; and
    - (3) An indication that the public employee does not desire to be represented by any of the named employee organizations.

In the event that the election concerns a petition for decertification of an employee organization, the choices shall include:

- (1) Employee organization that presently represents the employees in that most appropriate bargaining unit; and
    - (2) No union or employee organization representation.

- (b) If more than two (2) choices are on the ballot, and no one (1) choice receives a majority of the votes, then the employee organization receiving the highest number of votes will be placed in a run-off election with the no-union option, and whichever of the two (2) in the run-off election receives the highest number of votes shall be declared the choice of the employees.

4. Any employee organization selected by virtue of such election will be recognized by the Board of Education as the exclusive representative of the employees in the unit concerning wages, hours, and other terms and conditions of employment for a period of at least twelve (12) months from the date of the election. Should the employee organization wish to bargain with the Board of Education, a request for bargaining must be submitted no later than July 1 of the year prior to the fiscal year in which the contract or other provision concerning the employee organization wishes to bargain will be effective.

5. The costs of any election provided for in this policy shall be shared by those parties whose names appear on the ballot. The Board of Education shall bear the costs associated with the choice indicating no union or employee organization representation being desired. The Board, in its discretion, may require that any party seeking to have its name appear on a ballot, post a bond to be held by the fiscal officer of the district in an amount equal to the reasonably anticipated share of total expenses attributable to that party.

## 2020 SUMMARY OF AGREEMENTS

ARTICLE LANGUAGE ADDITIONS / CHANGES / DELETIONS	
<p>Article 1 <i>Definitions</i></p>	<ul style="list-style-type: none"> <li>• Article 1.9 – Language changed to reflect that employment is seasonal rather than temporary for a Non-Benefited Employee.</li> <li>• Article 1.13 – Deleted last sentence in paragraph referring to receiving benefits on 90<sup>th</sup> calendar day of continuous employment.</li> <li>• Article 1.14 – New definition added for Seasonal Employee.</li> <li>• Article 1.25, Item 6 – Language changed to clarify eligibility for benefits for a temporary position.</li> <li>• Article 1.25, Item 7 – Language deleted regarding eligibility for benefits for a temporary position; no longer applicable.</li> <li>• Article 1.28 – Language changed to clarify eligibility for Family Medical Leave Act (FMLA).</li> </ul>
<p>Article 3 <i>Term of Agreement</i></p>	<ul style="list-style-type: none"> <li>• Article 3.1 – Effective dates of agreement moved forward by one year to 2025.</li> </ul>
<p>Article 9 <i>Hiring Guidelines, Substitute/Temporary Employee Appointment, Reappointment, Notice of Resignation/Transfer, Administrative Transfer, Working Out of Classification, Reduction/Abolishment in Force, Laid-Off Employees Recall, Discipline and Discharge</i></p>	<ul style="list-style-type: none"> <li>• Article 9.12 – Language added regarding due process procedure.</li> </ul>
<p>Article 11 <i>Insurance Benefits</i></p>	<ul style="list-style-type: none"> <li>• Article 11.1 – Language changed to clarify eligibility for insurance benefits.</li> <li>• Article 11.3 – The word “health” changed to “medical” insurance in two places.</li> <li>• Article 11.6 – Language changed to clarify coverage for life insurance.</li> <li>• Article 11.8 – Language deleted; no longer applicable.</li> <li>• Article 11.10 – Language changed to clarify purpose and benefits of the Cafeteria Plan.</li> </ul>
<p>Article 12 <i>Time-Off Benefits</i></p>	<ul style="list-style-type: none"> <li>• Article 12.2.1.1 – New language added to reflect that employees shall not be required to use temporary leave during a holiday week where the averaged holiday pay shortens the employee’s regular work week.</li> <li>• Article 12.1.3 – Language deleted in its entirety; no longer applicable.</li> <li>• Article 12.4.1.1 – Language added to reflect that unpaid time off requests shall be limited to five days or less per work year.</li> <li>• Article 12.8 – New language added to reflect that temporary leave or vacation time previously arranged will not be deducted in the event of a delayed start or closure.</li> </ul>
<p>Article 13 <i>Other Benefits</i></p>	<ul style="list-style-type: none"> <li>• Article 13.7.6 – New language added to create an option to allow a pro-rated Career Service Credit Stipend when an eligible employee signs a 110/110 contract.</li> </ul>
<p>Article 15 <i>Unpaid Leave of Absence</i></p>	<ul style="list-style-type: none"> <li>• Language changed to clarify return to position, notification to return, and continuation of benefits for an unpaid leave of absence.</li> </ul>
<p>Article 16 <i>Parental Leave</i></p>	<ul style="list-style-type: none"> <li>• Language changed to clarify notification to return and continuation of benefits for a parental leave.</li> </ul>
<p>Article 19 <i>Salary Regulations</i></p>	<ul style="list-style-type: none"> <li>• Language changed to reflect that eligible employees shall receive experience increments effective January 1, 2020.</li> </ul>

**ARTICLE LANGUAGE ADDITIONS / CHANGES / DELETIONS (cont'd)**

Article 20 <i>Salary and Reopener</i>	<ul style="list-style-type: none"> <li>• Article 20.1 – Employees shall receive a cost-of-living adjustment of 2% on base effective January 1, 2020.</li> <li>• Article 20.2 – Negotiations and reopener dates changed from 2019 to 2020.</li> </ul>
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**MEMORANDA OF AGREEMENT**

MOA Premium Pay for Required Spanish Language Interpretation Skills	MOA updated to include office staff at schools and in departments who interface with the community or parents on a regular basis.
MOA Restoration of 2017 Step	New MOA established to confirm that employees who were eligible to receive a step during the 2017 contract year and who are still eligible to receive a step shall receive this step effective July 1, 2020.
MOA One-Time Career Service Credit Stipend Buyout	New MOA adding a one-time buyout option for the Career Service Credit Stipend as described in Article 13.7.
MOA Coverage	New MOA established to confirm review of the practice of classified employees providing coverage for other positions due to absences or unfilled vacancies.
MOA Salary Schedule Review	New MOA established to confirm review of the cost of compensation on the existing salary schedule and its sustainability.

Remaining MOAs not referred to shall remain in the master agreement.