

# **NEGOTIATED AGREEMENT**

Between

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And



**CLASSIFIED SCHOOL EMPLOYEES  
ASSOCIATION**

**Effective  
September 1, 2013 – August 31, 2019**

*(Language updated September 1, 2015 to reflect Interim Agreements)*

# JEFFERSON COUNTY SCHOOL DISTRICT



Jefferson County, Colorado

## **BOARD OF EDUCATION**

Leslie Dahlkemper	President
Paula Noonan	1st Vice President
Laura Boggs	2nd Vice President
Jill Fellman	Secretary
Robin Johnson	Treasurer

## **SUPERINTENDENT OF SCHOOLS**

*Dr. Cindy Stevenson*



## **CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION OFFICERS**

Nancy McCanless	President
Tom Ordish	1st Vice President
Candie Leuthauser	2nd Vice President
Donna Bernatis	Secretary
Mark Bruno	Treasurer

## **JOINT NEGOTIATING TEAMS**

Lorraine Barnes	Paraprofessional, Summit Ridge Middle – JCAP
David Bell	Director, HRIS Compensation & Records - JCAP
Steve Bell	Chief Operating Officer, Support Services – CSEA
Ann Benninghoff	Paraprofessional, Dutch Creek Elementary – JCAP
Donna Bernatis	Paraprofessional, Stevens Elementary – JCAP
Kathy Bowles	Food Service, Bear Creek Senior – CSEA
Kay Bridges	Manager, Budget & Finance – CSEA
Mark Bruno	Maintenance, Zone 6 – CSEA
Linda Buzard	Director, Health/Homebound, Child Protection Services – JCAP
Dick Cervera	Executive Director, Transportation – CSEA
Kara Drakes	Budget Analyst, Budget Management – CSEA
Jon Duran	Maintenance, Zone 3 – CSEA
Sharleen Farmer	Executive Director, CSEA Staff – CSEA and JCAP
Jeffry Fry, Esq.	Legal Counsel, CSEA Staff – CSEA and JCAP
Michelle Halbach	Clinic Paraprofessional, Stevens Elementary – JCAP
Vicki Harris	Member Services Manager, CSEA Staff – CSEA and JCAP
Sherry Hon	Director, Classified, Employee Relations – CSEA and JCAP
Jason Huff	Support Services, Shelton Elementary – CSEA
Cheryl Humann	Executive Director, Facilities Management – CSEA
Karen Jones	Office Professionals, Columbine Senior – CSEA
Amanda Karger	Budget Analyst, Budget Development – JCAP
Mike King	Support Services, Arvada Senior – CSEA
Candie Leuthauser	Transportation, Central Terminal – CSEA
Nancy McCanless	CSEA President – CSEA and JCAP
Tom Ordish	CSEA Negotiations Chairperson – CSEA and JCAP
Val Pelc	Transportation, Trainer – CSEA
Les Robinson	Food Service, Warehouse – CSEA
Vern Sterkel	Mechanics, Body Shop – CSEA
Linda Stoll	Director, Food Service – CSEA
Celeste Sultze	Principal, Edgewater Elementary – JCAP
Lori Utecht	Office Professionals, Witt Elementary – CSEA
Pete Ward	Mechanics, Truck Shop – CSEA
Amy Weber	Executive Director, Human Resources – CSEA

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# **NEGOTIATED AGREEMENT**

Between

**JEFFERSON COUNTY SCHOOL DISTRICT**

And

**CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION**

Jefferson County, Colorado

## **PREAMBLE**

THIS AGREEMENT is made and entered into by and between JEFFERSON COUNTY SCHOOL DISTRICT in the STATE of COLORADO and the CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION of JEFFERSON COUNTY SCHOOL DISTRICT this 1st day of September, 2015.

This Agreement is made between the parties to set forth the wages, hours, and terms and conditions of employment for classified employees of Jefferson County School District and to define the rights and duties of the parties hereto, the parties having independently and mutually determined, free of coercive influence; that the duties imposed upon them by the law of the State of Colorado may most effectively be discharged by and through the execution and performance of the terms and conditions set forth in this Agreement.

The parties honor diversity, respect and civility among students, parents, citizens and staff and encourage innovation, choice, appropriate risk-taking and adaptation to changing conditions.

The success of an exceptional educational organization depends upon a qualified staff dedicated to high standards and professional development. The District and the Association commit to supporting an organization which values employees, promotes positive morale and demonstrates integrity, fairness and trust.

The partnership between the District and the Association supports processes that include open communication, consensus-building and active involvement. The District and the Association believe that the best decisions are made in an environment that includes mutual trust, respect, understanding, cooperation and support.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:



## **ARTICLE 1**

### **1 Definitions**

1-1 The term "employee" as used in this agreement will refer to all classified employees of the school district as designated in the following departments and/or classifications:

- |                          |                                                                                  |
|--------------------------|----------------------------------------------------------------------------------|
| A. Facilities Management | H. Instructional Tutors/Interpreters                                             |
| B. Office Personnel      | I. Risk Management                                                               |
| C. Materials Management  | J. Food Service                                                                  |
| D. Information Systems   | K. Paraprofessionals *                                                           |
| E. Transportation        | L. Clinic Paraprofessionals*                                                     |
| F. Campus Supervisors    | M. Locker Room Aides *                                                           |
| G. Para Educators        | N. Other classifications mutually agreed upon<br>by the District and Association |

\*Represented if in a position expected to last six (6) months or more.

These employees are represented exclusively by the Association, as defined in Article 3, Recognition. Specifically excluded from membership and representation by the Association are administrative personnel, substitute employees, confidential employees and temporary employees.

1-2 Definition of Parties as used in this agreement:

- 1-2-1 The term "Board" as used in this Agreement shall mean the Jefferson County School District Board of Education.
- 1-2-2 The term "CSEA" or "Association" as used in this Agreement shall mean the Classified School Employees Association of the Jefferson County School District.
- 1-2-3 The term "School District" or "District" as used in this Agreement shall mean the Jefferson County School District, in the State of Colorado.
- 1-2-4 The term "Superintendent" as used in this Agreement shall mean the Superintendent of the Jefferson County School District, in the State of Colorado.

1-3 Definition of year, days and workweek as used in this agreement, unless designated otherwise in the agreement:

- 1-3-1 The term "Budget Year" shall mean the period of time from July 1 to June 30 of the following year.
- 1-3-2 The term "Day" or "Days" shall mean calendar days.
- 1-3-3 The term "Workday" or "Working Days" shall mean the regularly scheduled work hours an employee is required to perform his/her assigned duties through the days of the week, excluding Saturday, Sunday and holidays.

- 1-3-4 The term "Workweek" shall mean that period of time beginning at 12:01 a.m. Sunday and continuing through 12:00 midnight the following Saturday.
- 1-3-5 The term "Work Year" as used in this Agreement shall mean the period of time an employee is scheduled to work during a school year/calendar year.
- 1-4 Definitions of Non-exempt, Proration, Hourly, Regular Full-time and Regular Part-time:
  - 1-4-1 Employees identified in Article 1-1 are considered non-exempt employees and are eligible for overtime as defined in the Fair Labor Standards Act.
  - 1-4-2 The term "Proration" refers to the manner in which an employee's monthly pay is calculated. For specifics, refer to the prorated employee's salary schedule. **(excludes Paraprofessionals/Clinic Paraprofessionals)**
  - 1-4-3 The term "Prorated" as used in this agreement shall apply to classified employees whose pay is based on working a specified work year. **(excludes Paraprofessionals/Clinic Paraprofessionals)**
  - 1-4-4 The term "Hourly" as used in this agreement shall apply to classified employees whose workweek is determined by the District.
  - 1-4-5 Twelve-month prorated employees are those employees who are assigned a twelve-month work year.
  - 1-4-6 Less than twelve-month prorated employees are those employees whose work year is based on the school year calendar.
  - 1-4-7 A regular part-time employee is one who is employed in one or more standard hour positions, and who is normally scheduled to work less than thirty (30) hours per workweek.
  - 1-4-8 A regular full-time employee is one who is employed in one or more standard hour positions, and who is normally scheduled to work thirty (30) or more hours per workweek.
  - 1-4-9 A regular employee is one who is employed in one or more standard hour positions covered under this association agreement.
- 1-5 Definitions of Just Cause, Probationary, Continuous Service, Seniority and Internal Candidate.
  - 1-5-1 The term "Just Cause" as used in this Agreement shall mean a fair and adequate cause, which is based on reasonable grounds and governed by the exercise of good faith.

- 1-5-2 The term "Newly Hired Probationary Employee" shall mean an employee who has not yet completed 60 working days with the District. A newly hired probationary employee is not entitled to "just cause".
- 1-5-3 The term "Probationary Employee" shall mean an employee who has been promoted or transferred to a position placing the employee in the status created by Article 10-5-6-8 of this Agreement.
- 1-5-4 The term "Continuous Service" shall mean that service commencing on the first day the employee provides service to the District on a regular basis. Continuous service shall not be interrupted by approved leaves of absence; however, that period of time an employee is on approved leave shall not be credited for the purpose of computing continuous service, set forth in Article 9-3.
- 1-5-5 The term "Seniority" shall refer to the continuous length of employment with the District by an employee identified in Article 1-1. Seniority commences on the first day the employee provides service to the District on a regular basis. Seniority shall not be interrupted by an approved leave of absence.
- 1-5-6 The term "Internal Candidate" are those employees identified in Article 1-1.
- 1-6 Members of the "Family" as used in this Agreement are defined as follows:
  - A. Brother
  - B. Brother-in-law
  - C. Daughter
  - D. Daughter-in-law
  - E. Father
  - F. Father-in-law
  - G. Grandchildren
  - H. Grandparents
  - I. Mother
  - J. Mother-in-law
  - K. Relative living in the immediate household of the employee
  - L. Sister
  - M. Sister-in-law
  - N. Son
  - O. Son-in-law
  - P. Spouse
  - Q. Domestic Partners/Civil Union Partner
  - R. Others as mutually agreed upon by the immediate administrator and the employee

## **ARTICLE 2**

### **2 General**

#### **2-1 Nondiscrimination**

The District and the CSEA will not discriminate against any person because of ethnicity or race, color, religion, national origin, ancestry, sex, sexual orientation, marital status, age or disability, or membership or non-membership in any organization.

Employee grievances alleging discriminatory treatment by the District based, on any of the factors set forth in the first paragraph of this Article may be filed under Board Policy Staff Complaints and Grievances procedures, with the CSEA Grievance Chairperson or with the Office of Employee Relations.

The employee may choose either the Board/District Policy Staff Complaints and Grievances Procedures or the grievance procedures in Article 6 of this Agreement, but the employee may not use both procedures.

2-2 Advance Notice and Information of Board of Education Meetings

The District will provide the CSEA copies of the agenda, with background materials, and minutes of the previous meeting for each Board of Education meeting at the same time copies of the agenda are mailed or provided to Board of Education members.

2-3 This Agreement constitutes CSEA and Board Policy as to the matters contained herein for the term of this Agreement. Both parties to this Agreement will exercise their best efforts to carry out the commitments contained in this Agreement and will give the Agreement as written full force and effect, both as to the written word and the intent of the parties.

2-4 This Agreement shall be governed and interpreted to comply with the Constitution and Laws of the United States and the State of Colorado.

2-5 If any provision of this Agreement or any application of this Agreement to any employee covered hereby shall be found contrary to law by a court of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect, and the parties shall meet within a reasonable time to renegotiate the stricken provisions.

2-6 In case of any direct conflict between the express provisions of this Agreement and any CSEA or Board Policy and Procedure currently in effect and not incorporated in this Agreement, the conflict shall be resolved in favor of the terms and conditions of this Agreement.

2-7 Necessary forms for filing, for serving notices, for making appeals, for making reports and recommendations, for grievance processing and other necessary documents, will be jointly prepared and distributed.

2-8 In any matter not covered by this Agreement, Board Policy shall control.

2-9 Management Rights

This Article and any Agreement pursuant thereto, shall not impair any constitutional, common law, statutory or traditional duties or responsibilities of the public employer to organize or manage its structure, perform its functions or operations, or determine its policy. These sole and exclusive duties and responsibilities shall not be abridged.

The authority of the Board to hire, transfer, promote, assign or retain employees; to suspend, demote or discharge employees or take other disciplinary action for cause; to terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons; to determine job descriptions and classifications, to determine practices and standards for hiring and promoting shall not be, and is not in any manner, impaired by or through the execution and performance of this Agreement.

Nothing contained in Article 2-9 shall be construed to limit the discretion of the School District to confer with employees in the process of developing policies relating to the programs of the School District.

- 2-10 Any other provision of this Agreement notwithstanding, the parties shall have the joint right to mutually agree upon any method for achieving goals or for resolution of any controversy related to this Agreement or the performance of any part of this Agreement.

2-11 Opening and Closing of Schools

When the closing of an existing school, opening of a new school, or the creation of a Charter school could result in the termination, reduction of salary status, or relocation of a school-based employee, the CSEA and the District will develop mutually-acceptable procedures for dealing with such termination, reduction of salary status or relocation.

- 2-12 Employees shall not be assigned duties that are clearly unrelated to their job descriptions.

- 2-13 Employees selected or assigned to lead positions such as Facilitator, Facility Manager, Field Coordinator, Food Service Prep Manager, Group Leader, Head Custodian, Service Specialist, and Lead Person will, in addition to their normal duties, be responsible for assigning, evaluating and assisting the appropriate supervisor in grievance resolution. A lead person's assistance in grievance resolution will only be required when the lead person is directly involved. Such lead persons may also be required to make recommendations in cases of selection and/or discipline. Nothing in this Agreement shall be construed in a manner that would remove the aforesaid employees from the present bargaining unit.

### **ARTICLE 3**

3 Recognition

- 3-1 The Board recognizes the CSEA as the sole and exclusive bargaining agent for all employees of the District, as defined in Article 1-1.

### **ARTICLE 4**

4 Duration

- 4-1 The provisions of this Agreement shall become effective as of September 1, 2013, and shall continue and remain in full force and effect until midnight, August 31, 2019.

### **ARTICLE 5**

5 Bargaining Procedures

- 5-1 Definitions

- 5-1-1 The term "Good Faith" as used in this Article shall mean a sincere attempt to resolve differences through the bargaining process.
  - 5-1-2 The term "Good Will" as used in this Article shall mean honest and open communication between the parties and a sincere effort to effect mutual accommodation through the bargaining process.
- 5-2 Scope
  - 5-2-1 The District and the CSEA, through their designated representatives, shall meet and negotiate for the purpose of reaching agreement.
  - 5-2-2 The District and the CSEA, through their representatives, shall develop jointly, shall reduce to writing, and shall mutually approve the procedures for negotiating in good faith on wages, hours, terms and conditions of employment, consistent with Article 2-9.
- 5-3 Interim Agreements
  - 5-3-1 No additions, waivers, deletions, modifications, changes or amendments to this Agreement shall be made during its life, except by mutual consent, in writing, of the parties with the approval of the Superintendent or his/her designee and the CSEA Executive Director or his/her designee.
  - 5-3-2 The CSEA and the District agree that their mutual intent in reaching agreement is to close all negotiations between the parties for the six (6) year period beginning September 1, 2013, through August 31, 2019, except as expressly set forth in Article 5-4, Article 19, and MOU Compensation.
- 5-4 Successor Agreement
  - 5-4-1 Written requests for negotiation of a successor agreement may be submitted by the District to the CSEA or by the CSEA to the District, through their representatives. The parties agree that dates for negotiations will be scheduled by September 15<sup>th</sup> of each year. The District and the CSEA will exchange proposals no later than two weeks prior to the first scheduled negotiations session.
  - 5-4-2 The parties agree to negotiate all monetary issues, including annual salary increases and step advancements, taskforce initiatives, and mutually agreed upon issues if identified as necessary on an annual basis from 2014 through 2018.
  - 5-4-3 In addition, the parties agree to negotiate three (3) optional proposals each by the District and CSEA for the 2015 and 2017 reopeners.

## 5-5 Conducting Negotiations

- 5-5-1 The parties shall meet in a timely fashion to ask questions regarding the proposals received, to establish preliminary negotiation schedules, and to mutually design bargaining ground rules.
- 5-5-2 The places and times of negotiations should be mutually agreed upon. The negotiations schedule will be developed jointly by the parties so as to favor neither bargaining team above the other and to be most productive to the bargaining process. The hosting party shall be responsible for arranging adequate facilities and a location which is conducive to the bargaining process.
- 5-5-3 The parties agree not to make unilateral public statements about the progress of negotiations during the negotiations process. Bargaining confidentiality will be respected to the extent permitted by law.
- 5-5-4 During negotiations, the District and the CSEA, through their representatives, will present relevant data, exchange points of view and make proposals and counterproposals. Upon request of either party, the other will make available for inspection its records and data pertinent to the subject of negotiations.
- 5-5-5 The parties agree to negotiate in good faith and with good will.

## 5-6 Adopting Agreements

- 5-6-1 The parties will initial and date each Article on which they have achieved agreement. Agreements on particular provisions may be mutually reopened for further negotiations. It is understood that any agreement is tentative until agreement is reached on all items in negotiations.
- 5-6-2 Tentative agreements reached as a result of negotiations will be reduced to writing and presented by the CSEA to its membership for ratification within thirty (30) days after tentative agreement has been reached. The CSEA shall have ten (10) working days, from the date that the tentative agreement has been presented to its membership for ratification, in which to advise the District in writing of the acceptance or non-acceptance of the tentative agreement. Absence of a written reply within the allotted time shall constitute ratification. Following ratification by the CSEA, the Agreement shall be placed on the agenda for the next Board meeting for its adoption. After the Agreement is adopted by the Board, the final Agreement will be signed within thirty (30) days by the Board and the CSEA.

## 5-7 Impasse Resolutions

- 5-7-1 If the negotiations described in Articles 5-2 through 5-6 have reached an impasse, the issues in dispute shall be submitted to mediation/fact-finding for the purpose of inducing the District and the CSEA, through their representatives, to make a voluntary agreement. The mediator/fact finder shall be selected as agreed upon; or in the event that the parties are unable to agree

upon a mediator/fact finder, the mediator/fact finder shall be selected in the following manner:

- 5-7-1-1 As agreed upon before negotiations begin, or immediately after demand for, or submission to, mediation/fact-finding, the American Arbitration Association shall be requested to simultaneously submit to each party an identical list of five (5) persons skilled in mediation/fact-finding of educational matters.
- 5-7-1-2 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/fact finder.
- 5-7-1-3 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/fact finder from its other members without submitting additional lists.

#### 5-8 Conducting Mediation/Fact-Finding

- 5-8-1 The mediator/fact finder will have the authority to hold hearings and make procedural rules and set the dates and times for meetings.
- 5-8-2 The mediator/fact finder will meet with the District and the CSEA, through their representatives, either separately or together, to mediate the dispute(s).
- 5-8-3 After the conclusion of such meetings, the mediator/fact finder shall submit a written report to the representatives of the District and the CSEA only, identifying those issues still in dispute.
- 5-8-4 Unless either the District's representatives or the CSEA's representatives object to continuing with the services of the mediator/fact finder (see Article 5-8-10), the mediator/fact finder shall proceed with gathering facts or holding hearings and shall submit their findings of fact, reasoning and recommendations on the issues in dispute. The same shall be advisory only and neither binding on the District nor the CSEA.
- 5-8-5 Within five (5) days after receiving the recommendations of the mediator/fact finder, the District and the CSEA, through their representatives, will meet to discuss the recommendations. Public releases may be made any time after such meeting. Thereafter, they shall be declared a public document.
- 5-8-6 The respective parties shall take official action on the recommendations of the mediator/fact finder no later than thirty (30) days after the meeting described in Article 5-8-5.



- 5-8-7 To the extent that tentative agreement is reached on the issues in dispute as a result of such mediation/fact-finding, the procedures provided in Articles 5-6-1 and 5-6-2 shall apply.
- 5-8-8 The costs for the services of the mediator/fact finder, including per diem expenses, if any, and actual and necessary travel expenses, shall be shared equally by the District and the CSEA.
- 5-8-9 Either party may request that an official stenographic record of the testimony taken at the fact-finding hearings be made, and a copy of the transcript shall be provided to the fact finder. The party requesting a stenographic record shall pay the costs for the record. If the other party requests a copy, it shall share the entire cost of making the transcript.
- 5-8-10 If either the District or the CSEA objects to fact-finding by the same neutral who has been conducting mediation, the objecting party shall serve immediate notice in writing. When such notice is served by either party upon the other, the parties shall jointly authorize the American Arbitration Association to administratively select and assign another qualified neutral who shall conduct fact-finding under the procedures set forth in this Agreement.
- 5-8-11 Nothing contained in Article 5 shall limit the rights of the parties to mutually agree upon any other method or procedure for the conduct of negotiations, selection of a neutral, or the resolution of unresolved issues.
- 5-9 Impasse
  - 5-9-1 If there are unresolved issues after fact-finding, the Board will decide the unresolved issues.

## **ARTICLE 6**

### **6 Grievance Procedure**

#### **6-1 Definitions**

- 6-1-1 The term "Grievance" shall mean a complaint by an employee covered by this Agreement, or a complaint by the CSEA, alleging a violation, misinterpretation or inequitable application of any provision expressly set forth in this Agreement.
- 6-1-2 The term "Grievance" shall not apply to Bargaining Procedures as identified in Article 5.

#### **6-2 Purpose**

The purpose of the grievance procedure is to provide a fair, formal and expeditious manner of resolving differences as to any matter contained in this Agreement. Toward

this end, employees are encouraged to resolve problems on an informal basis prior to filing a grievance.

6-3 Time Limitation

No formal grievance shall be recognized by the District or the CSEA unless it is submitted to the Office of Employee Relations in writing within thirty-five (35) workdays after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based. A grievance not submitted within the aforementioned timeline will be considered waived.

6-4 Confidentiality

All grievance proceedings will be kept confidential to the extent permitted by law and will only be shared on a need-to-know basis.

6-5 Procedure

6-5-1 Step One – Pre-grievance Meeting

6-5-1-1 The employee with a grievance must first attempt to informally resolve it by meeting and discussing the issue with the employee's immediate administrator authorized to conduct such a meeting..

6-5-1-2 The employee may be accompanied by a CSEA representative at the pre-grievance meeting. The supervisor and/or administrator may be accompanied by a District representative. The employee and the administrator conducting the meeting will attempt to resolve the issue.

6-5-1-3 The administrator conducting the pre-grievance meeting will transmit a written response to the employee and to the CSEA office within 10 days of the pre-grievance meeting.

6-5-2 Step Two - Department Level Review

6-5-2-1 If a satisfactory resolution of the problem is not reached at Step One, the employee may initiate a Step Two department level review.

6-5-2-2 A Step Two department level review will take place between the employee, a designated District administrator preferably within the employee's department (director level or above unless mutually agreed with the CSEA), and additional CSEA and Employee Relations representatives at the discretion of the parties. At the review, the employee will have the opportunity to further discuss the grounds of the grievance. The parties are encouraged to thoroughly discuss the concerns and resolve the issues.

- 6-5-2-3 At the conclusion of the review meeting, the appropriate administrator authorized to conduct this meeting shall respond to the employee within ten (10) workdays outlining the issues discussed and any resolution reached. Copies of this decision shall be transmitted to the office of Employee Relations, the CSEA, and the grievant.
- 6-5-3 Step Three - Formal Grievance - District Level
- 6-5-3-1 The CSEA shall file a grievance directly with the office of Employee Relations within thirty-five (35) workdays, if the grievance is deemed meritorious by the CSEA, and if:
- A. The grievance affects more than one (1) employee; or
  - B. The issue was not previously resolved at Step Two to the satisfaction of the grievant and the CSEA; or
  - C. The CSEA considers the grievance to affect its representative status.
- 6-5-3-2 A designated District administrator (director level or above unless mutually agreed with the CSEA) will serve as the hearing officer at Step Three. The Director of Employee Relations or their designee will represent the District at Step Three. The CSEA Executive Director or their designee may represent the aggrieved person. The hearing will include other parties in interest, as deemed appropriate by the District and the CSEA, in an effort to resolve the grievance. Such hearing will be scheduled within ten (10) working days by Employee Relations and held within two (2) months of the District's receipt of CSEA request. The hearing officer will furnish the CSEA and the District with a written copy of their decision within ten (10) workdays after the grievance was heard. The hearing officer may be granted an extension for good cause by making a request of both the office of Employee Relations and the CSEA. The CSEA may elect to proceed to Step Four in the event a copy of the written decision is not furnished to the CSEA within ten (10) workdays.
- 6-5-4 Step Four-Advisory Arbitration (**excludes Paraprofessionals/Clinic Paraprofessionals**)
- 6-5-4-1 If the grievance is not resolved at Step Three, a demand for an Arbitration hearing will be transmitted in writing by the CSEA to the office of Employee Relations, within thirty-five (35) workdays after the CSEA receives the Step Three decision. Parties agree that reasonable effort will be made to schedule and hold the hearing as soon as possible.

- 6-5-4-2 The office of Employee Relations and the CSEA will agree to a list of arbitrators within ten (10) working days. The arbitration hearing will be scheduled at the earliest convenient time by Employee Relations. The arbitrator shall establish procedural rules, conduct necessary hearings, and issue recommendations and findings to both the District and the CSEA. The arbitrator is encouraged to issue recommendations and findings within thirty (30) days from the date of termination of the hearing and to notify the District and the CSEA if the findings will not be issued within thirty (30) days.
- 6-5-4-3 Within ten (10) workdays after receipt of the arbitrator's decision, the District and the CSEA will schedule a meeting to discuss the decision. No public release of information may be made until after such meeting. The Board shall take official action on the decision of the arbitrator within thirty (30) days of the discussion meeting.
- 6-5-4-4 The arbitrator's decision shall be advisory.
- 6-5-4-5 Costs for the services of the arbitrator, including per diem expenses, actual and necessary travel and subsistence expenses, shall be shared equally by the District and the CSEA.
- 6-5-5 Step Four – Dispute Resolution Panel (exclusively to Paraprofessionals/Clinic Paraprofessionals)**
  - 6-5-5-1 If the grievance is not resolved at Step Three, the parties will submit the grievance to a panel, provided that such a request is submitted by the CSEA in writing within ten (10) workdays after CSEA receives the written Step Three decision of the hearing officer.
  - 6-5-5-2 The panel shall be made up of one (1) employee, designated by the CSEA and one (1) District administrator, designated by the District. Neither of the above panel members shall have been involved in the grievance at Step Two or Step Three in any capacity. The two panel members identified above will select a third panel member, who will be a District administrator (at least of coordinator level or above). The third panel member shall serve as the chairperson of the panel.
  - 6-5-5-3 The panel will have authority to hold hearings and make procedural rules. It will issue a report(s) within a reasonable time after the date of the close of the hearing(s), or, if oral hearings have been waived, from the date the final statements and evidence are submitted to it.
  - 6-5-5-4 All hearings held by the panel shall be in closed sessions, and no news releases shall be made concerning progress of the hearings.

- 6-5-5-5 The report(s) of the panel shall be submitted in writing to the District and the CSEA only, and shall set forth its findings of fact, reasoning, conclusions, and recommendations of the panel, which shall be consistent with the law and with the terms of this Agreement.
- 6-5-5-6 Within twenty (20) calendar days after receiving the report(s) of the panel, the District and the CSEA will meet to discuss the report(s). No public release may be made until after such meeting.
- 6-5-5-7 The District and CSEA shall take official action on the report(s) of the panel not later than thirty (30) days after receipt of said report(s).
- 6-5-5-8 The report(s) of the panel shall be advisory only, and final determination of the issues raised by the grievance shall be made by the Board.

#### 6-6 General

- 6-6-1 The Executive Director or legal counsel of the CSEA may review an employee's official personnel file by making a written request and producing permission for such inspection signed by the employee whose file they wish to inspect.
- 6-6-2 Timelines may be extended by mutual agreement of the parties.
- 6-6-3 Any employee may represent himself/herself or be represented by the CSEA or its designee at any step of the grievance procedure; and the administrator may be represented or accompanied by another representative of the administration. However, a grievant may not be represented by anyone other than a representative designated by the CSEA. The CSEA shall have the right to be present and to state its view at any step of the grievance procedure.
- 6-6-4 When it is necessary for a representative(s) designated by the CSEA to attend a meeting or hearing, which occurs during the workday, the representative(s) shall, with prior approval from the District, receive such release time as is actually necessary for attendance at such meeting or hearing.
- 6-6-5 The parties will make available to each other any data, in their possession, regarding the grieved act upon written request.
- 6-6-6 Neither the Board nor any member of the administration shall take reprisals affecting the employment status or working conditions of any employee, any CSEA representative, or any other participant in the grievance procedure.
- 6-6-7 No written or printed material dealing with the processing or disposition of a grievance will, at any time, become part of the official personnel files of the grievant or any other employee involved in a grievance.

## **ARTICLE 7**

### **7 Association Rights**

#### **7-1 Dues Deduction**

- 7-1-1 The District agrees to deduct from employees' salaries, dues for the CSEA as employees individually and voluntarily authorize, and to transmit the monies to the CSEA or its designated agent until September 30, 2016, upon which Article 7-1 will expire.
- 7-1-2 The CSEA will certify to the District in writing the current rate of membership dues. The District will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.
- 7-1-3 Deductions referred to in Article 7-1-1 above will be made in installments each month for which the CSEA Authorization and Salary Deduction and Assignment Form is in effect. The District will not be required to honor, for any month's deduction, any authorizations that are delivered to it later than the 15th day prior to the distribution of the payroll from which the deductions are to be made.
- 7-1-4 Each month the District will provide the CSEA with a list of those employees who have voluntarily authorized the District to deduct dues.

#### **7-2 Association Time**

- 7-2-1 The District shall grant the CSEA Executive Board four (4) hours of release time per month for the purpose of holding its regular monthly meeting, in accordance with Article 7-2-4. Consistent with its needs, the CSEA will schedule its regular Executive Board meetings at times which will cause minimal disruption to the District's work force, and will notify the District in advance of such meeting dates. The CSEA shall give the office of Employee Relations five (5) days notice of its regularly scheduled meetings. The CSEA will reimburse the District for all release time for their Executive Board meetings, from September 30, 2015 until the suspension of this provision on September 30, 2016.
- 7-2-2 The District shall, upon application to the office of Employee Relations, grant up to four (4) hours per week to the individual(s) identified by the CSEA for the purpose of grievance investigation. The CSEA will reimburse the District for all release time used for this purpose.
- 7-2-3 Release time shall be considered hours worked for purposes of calculating sick leave.

7-3 Professional Funds

- 7-3-1 CSEA and the District are committed to ensuring that Educational Support Professionals receive training to support their work. CSEA and the District agree they will meet annually in the spring to determine training needs and utilization of the \$35,000 professional development funds. The fundamental responsibility for ensuring employees have the skills they need is at the department level, and departments are encouraged to ensure sufficient funds are budgeted to provide accurate, adequate training needed by their employees. Departments are encouraged to collaboratively determine training needs and to consider on-line training, train-the-trainer opportunities, early release days, and other cost effective approaches.

7-4 CSEA President and Officers

- 7-4-1 The District shall grant release time up to sixteen (16) hours per week to the President of the CSEA or to an individual identified by the CSEA. The CSEA shall designate the person to be released no later than February 1 each year during the term of this Agreement. The specific days and hours of the week that the person is to be released shall be mutually agreed to by the District and the CSEA. By mutual agreement, the President of the CSEA, or identified individual, may be released from that employee's entire assignment during the term of office.

- 7-4-2 Once the person to be released has been designated, and the specific hours and days per week determined, there shall be no changes unless mutually agreed upon by both the District and the CSEA. The CSEA will reimburse the District for any release time granted under Article 7-4.

- 7-4-2-1 If full-time release is the selected option the District will protect the full-time released President's position for two (2) years. Full-time release beyond two years will either require Departmental concurrence to hold the position, or the President will need to bid on an open position to return to regular status, and Human Resources will facilitate interviews for a returning President bidding on positions.

7-4-2-2 Leave Accrual/Reporting

- A. The CSEA's full-time released President will continue to accrue sick leave and personal leave benefits. No vacation will be accrued during the term of his/her office.
- B. The President shall report sick and personal leave so that it may be deducted from the President's sick and personal leave accruals.

- C. By October 1<sup>st</sup> of each year, the President, CSEA and the District will meet and mutually agree upon the method for such reporting.
- D. Any vacation time accrued prior to the President's term will be retained and restored at the end of his/her term.

7-4-2-3 Upon returning to their previous District position, the President's current salary grade and step will be retained. For any other position secured through the bid process, salary will be determined based on the procedures in place at the time of return.

#### 7-5 CSEA Representatives

- 7-5-1 The CSEA shall have the right to a representative at each site which houses employees, as identified in Article 1-1. The CSEA will be allowed one (1) representative and one (1) alternate for each site identified above. The CSEA shall designate its representative and alternate in writing and shall provide the District with a master list by February 1 of each year during the term of this Agreement. The District shall recognize such changes only upon official notification from the CSEA of the name and location of the change in the CSEA representative or alternate.
- 7-5-2 The representative shall have the right to schedule CSEA meetings before or after working hours, where such meetings do not interfere with the normal duties of employees, except when the appropriate administrator determines approval cannot be granted.
- 7-5-3 The CSEA representative(s) shall not be singled out or discriminated against because of their involvement with the CSEA.

#### 7-6 Use of District Facilities

- 7-6-1 The CSEA shall have the right to use non-school District facilities for CSEA meetings without cost, except when a director or supervisor, for good cause, determines approval cannot be granted. The CSEA shall have the right to use schools following the Building Use policies and costs in place. The CSEA will have the right to place meeting notices in the Messenger at no charge.
- 7-6-2 The CSEA shall have the right to place notices, circulars, and other materials on District bulletin boards designated by the appropriate administrator, and in employees' mailboxes. As a courtesy, copies of all such materials shall be given to the administrator.
- 7-6-3 The CSEA shall have the right to deliver its materials through the school delivery service, and the CSEA Office shall be allowed the same delivery services furnished to school buildings. In cases where volume may cause a delay in delivery, the District will notify the CSEA, and a mutually agreed upon delivery



date will be established. The CSEA shall deliver its bulk mailings to the central mailroom and sort the mail for delivery to each school and job site.

- 7-6-4 The CSEA shall have the right to access electronic media to communicate with their membership. The District will not have to create additional e-mail addresses; CSEA will not transfer printing costs by using e-mail; and, all electronic communication will be done within District policy.

#### 7-7 Policies, Regulations and Job Descriptions

- 7-7-1 District Policies and Regulations are maintained on-line and accessible to CSEA. The District will provide copies of any proposed changes to Policies and/or Regulations to the CSEA when they are presented to Cabinet for a thirty (30) day study.
- 7-7-2 Job descriptions will be available on-line.
- 7-7-3 When changes are made to an employee's written job description, the employee will be notified by his/her direct supervisor.
- 7-7-4 When any change in an employee's job description requires training, that training will be provided to the employee by the District before the new job function can be used to evaluate the employee.
  - 7-7-4-1 When all affected employees cannot be trained at once, a process to identify the order in which the employees will be trained will be developed by the department and affected employees.

### **ARTICLE 8**

#### 8 Employee Rights

- 8-1 Any employee as defined in Article 1-1, may review material made a part of the employee's District personnel records/files. Any employee shall have the right to respond in writing to any matter made a part of the employee's personnel records/files, including evaluations. Such written response shall be reviewed by the Superintendent or designee and shall be made a permanent part of the employee's personnel records/files and attached to the document to which the response is made.
- 8-2 Employees are entitled to due process whenever the District exercises its right to discipline and/or discharge employees, as outlined in Article 15 of this Agreement.
- 8-3 Any employee who is brought before the administration to answer charges, or the grievant in a grievance hearing, or any employee receiving an evaluation or performance growth plan, will be paid at the employee's regular rate for the time required to attend the meeting.

8-4 Any employee who is asked by management to attend a meeting which may lead to disciplinary action, or to an adverse evaluation which may result in the withholding of an increment, will be informed of the reasons for the meeting prior to holding the meeting, when possible. The employee has the right to discuss the matter personally or to request that a CSEA representative be in attendance.

8-4-1 When an employee has had notice and time to arrange for representation, the administrator will not be obligated to allow the employee to stop a meeting to seek representation.

8-5 Any case of a student assaulting an employee shall be reported promptly by the employee to the employee's immediate administrator and the appropriate school administrator.

8-6 If any employee is assaulted, complained against or sued as a result of acting within the scope of employment, the District shall advise and render necessary assistance to the employee, in accordance with State statute.

8-7 In the event an employee, while acting within the scope of their employment, has their clothing or other personal property damaged or destroyed as a result of an attack, assault, menace, vandalism, or pupil supervision problem, the District will reimburse the employee the cost of repair or the reasonable replacement cost of such property.

Given prudent and responsible handling, the District will reimburse/replace for wallets/purses, outer-wear and briefcases which are stolen while on school grounds up to \$500.00.

Given prudent and responsible handling the District will reimburse/replace for stolen or damaged personal property used for instructional purposes at school with prior documentation and approval up to \$500.00.

The District will pay the insurance deductible up to \$500.00 for automobile damage because of theft or vandalism provided the automobile was on school grounds and the employee was acting within the scope of their employment.

The District will reimburse the employee for losses as outlined in this Agreement, provided that the employee:

A. Submits a written request within ten (10) school days; and

B. The District deems the request of the employee to be meritorious.

8-8 Evaluation Procedures **(excludes Paraprofessionals/Clinic Paraprofessionals)**

8-8-1 Both parties recognize the purposes of the evaluation are:

A. To help employees understand their strengths and weaknesses with the objective of improving their job performance; and

- B. To encourage meaningful discussion between employees and their immediate supervisors in areas of common concern.
- 8-8-2 To the extent that it is feasible and practicable, each individual rating report should reflect the combined evaluation, judgment, and review of both the immediate supervisor and the administrator immediately associated with the employee being rated (see Article 7-7-4 regarding evaluations and training).
- 8-8-3 The evaluation must be based on actual events or situations. The reasons for unsatisfactory markings must be described in writing and will include suggestions for corrective measures and the time available for correction. Attendance will only be part of an employee's evaluation if documented through the disciplinary process.
- 8-8-4 Where pay or eligibility for promotions/transfers is not impacted, an employee who disagrees with an overall rating or individual marking can write a rebuttal to the rating and have the rebuttal attached to the performance appraisal.
- 8-8-5 Where pay or eligibility for promotions/transfers is negatively impacted, an employee who disagrees with an overall rating or individual marking can appeal that rating to a panel composed of the reviewer's immediate supervisor, a representative from Employee Relations and a representative from CSEA. There is a time limit of thirty-five (35) of the employee's working days to appeal the evaluation.
- 8-8-6 The panel will be responsible for reviewing the appraisal process and rating. Based on their assessment, they will have the authority to make appropriate modifications in the performance appraisal.
- 8-8-7 The provisions set forth in Article 8-8, Evaluation Procedures, shall not be subject to the grievance procedure.

## **ARTICLE 9**

### **9 Job Placement**

#### **9-1 Probationary Employees**

- 9-1-1 Newly hired probationary employees shall be placed on the minimum of the appropriate salary schedule. The probationary period for all newly hired probationary employees shall be for sixty (60) working days. If the employee's performance is adjudged to be satisfactory at the end of the probationary period, based on the probationary evaluation of the employee, the employee will be removed from newly hired probationary status and given a one-step increment. Newly hired probationary employees are not entitled to "just cause."
- 9-1-2 A new employee coming from recent similar employment will be placed on the appropriate step by the office of Classified Human Resources.

9-2 Anniversary Date

9-2-1 The anniversary date for employees is September 1. Each employee will advance to the next step on the salary schedule on September 1 if the hire date was prior to March 1 or April 1 for Paraprofessionals/Clinic Paraprofessionals, provided their performance is adjudged by their immediate supervisor to be satisfactory based on the annual evaluation of the employee.

9-2-1-1 An employee who is denied the salary advancement referred to in Article 9-2-1 may appeal the denial through the grievance procedure.

9-3 Rehired Employees

9-3-1 Commencing January 1, 1988, former classified employees, excluding Paraprofessionals/Clinic Paraprofessionals, who are rehired within thirty-six (36 months) of leaving the District's employment will have all previously earned and accrued benefits and privileges restored if they were in a regular status at the time of their termination and are rehired to fill a regular position. Such employees will not be deemed to have suffered a break in continuous service, as defined in Article 1-5-4, and years of continuous service earned prior to leaving the District's employee shall be credited towards the career increments set forth in Article 18.

9-3-2 Commencing January 1, 1985, former Paraprofessionals/Clinic Paraprofessionals who are rehired within thirty-six (36 months) of leaving the District's employment will have all previously earned and accrued benefits and privileges restored if they were in a regular status at the time of their termination and are rehired to fill a regular Paraprofessional/Clinic Paraprofessional position. Such employees will not be deemed to have suffered a break in continuous service, as defined in Article 1-5-4, and years of continuous service earned prior to leaving the District's employee shall be credited towards the career increments set forth in Article 18.

9-4 Promotions, Assignments, and Demotions **(excludes Paraprofessionals/Clinic Paraprofessionals)**

9-4-1 When an employee is promoted to a higher classification that requires basically the same skills and abilities, the employee will be placed on the same step in the new grade as the employee held just prior to the promotion. When an employee is promoted from one position to another of a higher grade which requires substantially different skills and abilities, the employee's pay in the new position will be set at a step which assures at least the equivalent of a one-step increase, but no lower than step two on the appropriate grade of the salary schedule. The office of Classified Human Resources, in consultation with the appropriate administrator filling the position, will make the determination.

- 9-4-2 When an employee's classification is altered downward at the direction of the District, or when an employee is demoted to a lower classification at the direction of the District, the employee shall not receive a pay rate less than the employee was receiving at the time just prior to the employee's reclassification or demotion. The employee continues to earn steps as negotiated until the salary in the appropriate grade is equal to or exceeds the graded salary. In the event of a demotion for cause, the employee's pay rate may be altered downward.
- 9-4-3 An employee who is temporarily assigned duties of a higher classification for a period in excess of fifteen (15) consecutive working days will be retroactively paid from the first day at the rate of the higher classification and will be paid during the entire period of time the employee discharges the duties of the higher classification.
- 9-4-4 An employee who temporarily works at a higher classification may request that the employee's appropriate administrator verify the temporary assignment to a higher classification by placing an appropriate memo in the employee's personnel file.
- 9-4-5 When an employee working at a Title 1 school and being paid on the Title 1 salary schedule voluntarily leaves the school, the employee will lose the \$.26 stipend that was applied to pay at the Title school. The employee will maintain/earn steps as negotiated.
- 9-5 Review of Job Placement
  - 9-5-1 The CSEA will assume the responsibility for identifying those specific positions covered by the Agreement which, in the opinion of the CSEA, are misclassified.
  - 9-5-2 The CSEA will forward this information, complete with substantiating data, requesting a review, to the office of Classified Human Resources who will review the data presented and respond in a timely manner. A written explanation for the acceptance or rejection of the request will be provided to the CSEA.
  - 9-5-3 Should the District audit job position(s), the employee(s) affected will be notified and allowed to submit any data which the employee(s) feel(s) necessary to help the District in its job audit.
  - 9-5-4 Should the CSEA not be satisfied with the response given by the office of Classified Human Resources, the CSEA may appeal the matter to the Executive Director of Human Resources whose decision will be final.
- 9-6 Staffing Ratios
  - 9-6-1 The District agrees to meet and discuss with the Association any proposed changes in classified staffing ratios. School-based secretaries' staffing ratios shall be determined by School Board Policy.

## ARTICLE 10

### 10 Transfers, Promotions and Reassignments (**excludes Paraprofessionals/Clinic Paraprofessionals**)

10-1 The District shall post announcements of intent to fill positions under the following guidelines:

10-1-1 Positions covered: All new or existent regular positions declared vacant by the District and which the District intends to fill for a period of one (1) year or more.

10-1-2 Posting Procedures

10-1-2-1 Vacant positions will be announced in District publications including the internal newsletter (Messenger), the Home Page, the job line and other appropriate media.

10-1-2-2 The announcements of positions to be filled will contain the following information: position title, pay grade, location of the position, announcement of closing date and job bid instructions.

10-1-2-3 The official posting period shall be five (5) working days.

10-2 Administrative Transfer

10-2-1 The District shall have the right to administratively transfer employees without following posting procedures. Such transfers shall not be used to promote an employee to a job with a higher pay grade, nor to promote an employee into a position identified in Article 2-12 of this Agreement.

10-2-2 Administrative transfers are intended to supplement and not replace transfer procedures identified in Article 10. The employee will be advised of the proposed transfer by the employee's appropriate administrator. The CSEA will be advised by the department administrator or the office of Employee Relations.

10-2-3 If, in the view of the CSEA, the reasons for an administrative transfer are not justified, the CSEA shall have the option of referring the matter to the grievance procedure under Article 6 of this Agreement.

10-3 The District may assign employees on a temporary basis.

10-3-1 Positions temporarily filled will be reviewed after sixty (60) working days with CSEA to determine if the position should be advertised as a temporary position; advertised as a permanent position; or extend the temporary placement for another sixty (60) working days.

#### 10-4 Pilot Programs

- 10-4-1 The CSEA and the office of Classified Human Resources will be notified of the District's intent to establish any pilot program.
- 10-4-2 After notification as set forth in Article 10-4-1, District declared pilot program position(s) will be posted within the department. The general specifics, i.e., salary grade, length of pilot, intent of pilot, etc., will be included in the posting. Selection to fill pilot positions will be made from among department employees who volunteer to participate in the pilot program and in accordance with this article.
- 10-4-3 When the District determines the pilot is a success, the person(s) in the pilot position(s) will be retained in the position(s). When the District determines the pilot is unsuccessful, the person(s) in the pilot position(s) will be returned to the employee's previous position(s).

#### 10-5 Transfers and Promotions

- 10-5-1 Vacant positions not filled by an administrative placement or an internal placement process mutually agreed upon by the District and the CSEA will be subject to an open bid process. The object of the process is to select the best-qualified candidate for the position.
- 10-5-2 Employees who desire a transfer or promotion shall file a job bid form for the open position per posting procedures.
- 10-5-3 To be eligible for a transfer or promotion, the employee must be performing satisfactorily in their current position.
- 10-5-4 An employee may not seek a lateral transfer within a department unless the employee has been in their current position for one hundred and twenty (120) working days. Exemptions may be made by mutual agreement between CSEA and Classified Human Resources.
  - 10-5-4-1 An individual initially employed as a custodial floater and who has completed their initial probationary period is exempt from provisions of Article 10-5-4.
- 10-5-5 Provided the employee is qualified, the employee who best meets the interview and selection procedure will be selected for transfer or promotion.
  - 10-5-5-1 Classified Human Resources will notify, in a timely fashion, employees who do not meet the initial screening criteria. Upon written request, the employee will be given reasons for not having met the screening criteria.

10-5-6 Interview and Selection Procedure

10-5-6-1 Within a reasonable period of time, the appropriate department administrator will notify Classified Human Resources of the individuals included in the Selection Committee.

10-5-6-2 The Selection Committee will determine the tools to be used for the selection process. Selection tools will include:

- A. Resume or bid form screening; and
- B. Interview.

In addition, selection tools may include a minimum of:

- C. Written tests
- D. Practical tests
- E. Work Simulations
- F. Reference checks, and
- G. Other generally acceptable selection tools.

10-5-6-3 In all cases, the selection tools chosen will be applied uniformly and fairly to all candidates. This does not infer candidates screened out at an earlier step in the process must be included in other subsequent steps.

10-5-6-4 Final selection will be based on the Selection Committee's assessment of the individual's qualifications against the selection criteria. The selection criteria are:

- A. Individual requirements of the advertised position;
- B. Individual qualifications of the applicant;
- C. Applicant's past job-related performance and overall work history with the District; and
- D. Applicant's ability to adjust to the situational requirements of the advertised position and to deal effectively with peers, other staff members, supervisors and the public.

10-5-6-5 Internal candidates will be the preferred choice unless there is a meaningful difference between the external and internal candidates. If internal candidates are substantially equal, the



selection will be based on the greatest amount of continuous job-related service in the District.

10-5-6-6 Final selection decisions will be made using a numeric point-based matrix, which will incorporate all of the selection tools used by the Selection Committee. Documentation from each of the selection tools used will be filed in the bid folder. Selection decisions may be subject to review by the office of Classified Human Resources and the CSEA to ensure:

- A. All relevant selection documentation is contained in the bid folder; and
- B. Selections are based on a comparison of the candidate's qualifications with the selection criteria.

10-5-6-7 The Selection Committee will, in a timely fashion, notify those final candidates who are not selected for the job opening or position. Upon request, the employee will be given written reasons for not having been selected.

10-5-6-8 An employee selected for promotion will be placed on probationary status for sixty (60) working days. However, the employee will not be eligible for a one-step increment increase upon completion of this probationary period.

- A. In the event the employee's performance is not satisfactory during this probationary period, the employee will be reassigned to an available position at a rate of pay equal to that received prior to the promotion.
- B. This assignment shall continue until the employee can be reassigned to the first available opening similar to that which the employee occupied just prior to the promotion.

#### 10-6 Appeal Process – Final Selection

10-6-1 The District and CSEA intend to expedite the resolution of a dispute when the final result of the job selection process (Article 10 of the Negotiated Agreement) is challenged or questioned by the CSEA. The parties intend this to be a supplement to and not a replacement for the Grievance Procedure (Article 6 of the Negotiated Agreement). This timeline will not supercede the grievance timeline outlined in Article 6.

10-6-2 This is to be applied only to positions filled, as identified in Article 10-1-1 of the Negotiated Agreement. It is limited to the District employee who was part of the final selection criteria process and who meets the definition of employee identified in Article 1-1 of the Negotiated Agreement.

### 10-6-3 Procedure

- 10-6-3-1 After the selection announcement is made, any non-selected candidate(s) concerned about the selection process must present that concern to the CSEA within five (5) working days.
- 10-6-3-2 When the CSEA has received an appropriate request, the designated CSEA representative will review the bid folder within three (3) working days. Bid folders may be reviewed at the work site or in Human Resources.
- 10-6-3-3 CSEA is solely responsible for identifying the errors that justify initiating an appeal process. CSEA will review the bid folder, submit any identified errors that justify initiating the appeal process to the supervisor of the selecting administrator within twelve (12) working days of selection announcement.
- 10-6-3-4 The administrative reviewer (usually the selecting administrator's supervisor) will analyze the bid folder and consider the CSEA's position. If the administrative reviewer upholds the CSEA's position, the reviewer can overturn the selection.
  - A. If the selection is overturned, the reviewer will schedule a meeting within three (3) working days with the administrator filling the position and the CSEA's designated representative. During this meeting, the parties will attempt to resolve the selection dispute. If the parties cannot reach mutual agreement, the position will be re-advertised. Human Resources is notified as soon as possible of the meeting outcome; or
  - B. If the administrative reviewer does not overturn the selection or upholds the original selection, the reviewer will transmit in writing his/her reason(s) for their decision to Human Resources and the CSEA within three (3) working days. CSEA may continue to pursue the matter only on behalf of the employee who originally asked for a review by filing a written grievance at Step Three of the Grievance Procedure identified in Article 6 of the Negotiated Agreement.

### 10-7 Lateral Transfers

- 10-7-1 When any of the applicants for the open position are qualified to fill the position as a lateral transfer within the department, the District may select the applicant with the greatest amount of continuous job-related service in the District without screening and/or conducting interviews.

- 10-7-2 When an employee has completed the initial probationary period and is selected for a lateral transfer within a department, the employee will not be placed in probationary status.
- 10-8 Vacancies Created by Unpaid Long-term Illness or Injury Leaves
- 10-8-1 If the employee has been on unpaid leave status due to illness or injury for a period greater than sixty (60) working days, the department director and/or administrator will have the option to bid the position for the interim period. Should the employee return to work from unpaid leave in one (1) calendar year or less, the employee will be assigned to the first available position for which the employee is qualified.

## ARTICLE 11

### 11 Reduction in Force (**excludes Paraprofessionals/Clinic Paraprofessionals**)

- 11-1 The term "Reduction In Force" shall mean the termination of ten (10) or more employees in a department, or ten (10) percent of the employees in a department, whichever is the lesser, provided that four (4) or more employees are affected.
- 11-2 When the District makes a reduction in force, it shall first notify the CSEA that it has decided to do so. The District will inform the CSEA of the number of employees to be reduced within each department. Within ten (10) days of the notification, representatives of the District and the CSEA will meet to discuss the reduction in force, including, but not limited to, alternatives to a reduction in force, notification, effective date of the reduction in force, number of employees in the department affected, etc.
- 11-3 The District, in considering those employees being reduced, will consider the following standards in the following order:
- A. Newly hired probationary employees will be reduced first;
  - B. Job performance;
  - C. Years of current and past related experience in the affected job classification(s) within the District;
  - D. Interchangeability of skills as demonstrated while an employee of the District; and
  - E. When the foregoing are substantially equal, the employee with the least amount of continuous service in the District will be reduced.
- 11-4 The District will make every effort to place an employee recommended for release in an open position within the District for which the employee is qualified, as determined by the District. The employee will be placed on the step and grade of the salary schedule commensurate with the new position.

- 11-5 Reduction in force personnel who wish to be considered for reemployment will provide written notification to the office of Classified Human Resources within ten (10) working days of their layoff. Such written notice will include where they may be contacted by telephone and/or U.S. mail.
- 11-5-1 When a vacancy occurs in a category which has suffered a reduction in force, a letter of intent to reemploy shall be sent to the employee. The same standards set forth in Article 11-3 will be considered for reemployment.
- 11-5-2 An employee who is offered reemployment will have five (5) days from the date of receipt of notification to accept or reject the offer. If the offer of reemployment is rejected, the employee will forfeit the rights described in Article 11-5.
- 11-5-3 Individuals will be maintained on the reemployment list for one (1) year after their date of separation.

## **ARTICLE 12**

### **12 Leaves of Absence and Paid Leave (Articles 12-1 through 12-5 excludes Paraprofessionals/Clinic Paraprofessionals)**

#### **12-1 Sick Leave Accruals**

- 12-1-1 Prorated employees will accrue one (1) workday of sick leave for each month of service rendered.
- 12-1-2 All other employees will accrue sick leave in accordance with the following schedule:
- Food Service Prep Managers will receive nine (9) workdays per work year.
- Bus Drivers & Assistants will receive nine (9) eight (8) hour workdays per school year.
- Hourly employees will receive one (1) hour for every twenty (20) hours worked.
- 12-1-3 Sick leave is accumulative without limit from year to year. Sick and vacation leave will not accrue while an employee is on any type of leave/disability. Accrual begins again when the employee returns to work.
- 12-1-4 Employees will use accumulated sick leave for any personal illness or illness in the immediate family as defined in Article 1-6 for up to fourteen (14) consecutive calendar days.
- 12-1-5 Verification of Illness – Upon notice to the employee, the employee shall be required to furnish proof of illness, proof of fitness to return to duty, or proof of

fitness to continue to perform duty, as verified by a written statement from a licensed physician. If deemed necessary by the District, the employee may be required to be examined by a physician designated by the District at District expense. If a difference of opinion exists between the two (2) physicians, a third physician may be designated at District expense to render an opinion.

12-1-6 Upon retirement, employees will be compensated for unused sick and personal leave. To be eligible for payment, the employee must have served at least twenty (20) years in the District and be retiring from active employment. Years of service will be calculated by totaling all the time worked in positions covered by an association. The formula used to pay eligible employees will be the total of accrued sick and personal leave hours up to a maximum of six hundred and sixty (660) hours, divided by the employee's standard daily hours, multiplied by .0015, and then multiplied by the annual base salary, but not less than a minimum of \$25.00 per day.

12-1-7 On September 1, 2007, any employee with sick leave and personal leave accruals greater than six hundred and sixty (660) hours shall have the excess hours identified in a grandfather bank. Upon retirement, hours in the grandfather bank will be paid according to the employee's base salary as of September 1, 2007. This base salary will be adjusted annually on September 1 by the lesser of the annual negotiated COLA or the Colorado Finance Act (CPI). The actual payout upon retirement will be the number of hours in the grandfather bank, divided by the employee's standard daily hours, multiplied by .0015, and then multiplied by the adjusted base salary as of September 1, 2007.

## 12-2 Applied for and Approved Medical Leaves

### 12-2-1 Sick Leave

12-2-1-1 Sick leave usage for personal illness greater than fourteen (14) consecutive calendar days requires application to and approval through Short-term Disability (STD) provider. Upon approval, the employee receives short-term disability benefits.

12-2-1-2 Short-term disability benefits will pay 60% of the employee's daily rate of pay. The remaining 40% of the employee's pay will be deducted from the employee's sick leave accrual allowing the employee to maintain the benefit of being in full pay status.

12-2-1-3 Employees with more than five (5) years of PERA qualified service must also apply for PERA disability benefits.

12-2-1-4 An employee who is approved for STD will be able to elect the 100% use of accrued sick leave to maintain full PERA includable salary credit for this leave. This option can only be exercised once during an employee's career. Grandfather sick leave bank hours will be used first.

- 12-2-1-5 Any employee who is not approved for PERA disability benefits and who has accrued sick leave still available and cannot return to work by one-hundred and eighty (180) calendar days will be allowed to use the accrual at 100% for no longer than twenty-four (24) months. The District will maintain the employee's benefits until the accrued leave is exhausted. The District will not guarantee the employee a job in the event of full recovery.
- 12-2-1-6 Sick leave usage in excess of fourteen (14) consecutive calendar days to care for an ill family member as defined in Article 1-6 requires application through the Office of Employee Leaves and supporting medical certification.
- 12-2-1-7 Grandfathered sick leave bank hours will be used first for an approved STD and family leave of more than fourteen (14) consecutive calendar days.
- 12-2-1-8 An employee returning to work from a paid leave due to personal illness or injury, not to exceed one-hundred and eighty (180) calendar days, shall be returned to the employee's original position.
- 12-2-1-9 An employee returning to work from a paid leave to care for an ill family member, not to exceed sixty (60) working days, will be returned to the employee's original position. Paid leaves in excess of sixty (60) working days, to care for an ill family member, the employee will be returned to the first available position for which the employee is qualified.

#### 12-2-2 Long Term Disability Insurance (LTD)

- 12-2-2-1 When an employee applies for and is eligible to receive LTD, the employee will utilize available accrued sick leave and STD disability benefits to carry the employee's regular salary until the LTD would apply.
- 12-2-2-2 There is a one-hundred and eighty (180) calendar day waiting period from the date of disability until LTD insurance becomes effective.

#### 12-3 Personal Leave

- 12-3-1 Employees who have completed their initial probationary period will be entitled to two (2) days leave without loss of pay each calendar year.
  - 12-3-1-1 For up to two (2) consecutive days of personal leave: Employees are entitled to use their accumulated personal leave days for any reason without loss of pay and without their supervisor's approval. Employees must give twenty-four (24) hours prior written notification to their immediate supervisor, except in cases of

emergency. Employees do not have to state the reason for the absence.

12-3-1-2 For more than two (2) consecutive days of personal leave: Employees are entitled to use their accumulated personal leave days for any reason approved by their supervisor, without loss of pay. Supervisor approval must be received. Employees must submit their request to their supervisor five (5) days prior to the absence, except in cases of emergency. The request must state the reason for the absence.

12-3-2 Notwithstanding the above, new employees will be entitled to one (1) day of personal leave during their first calendar year of employment, if hired after July 1 of that calendar year; but in no event shall personal leave be taken during the initial probationary period.

12-3-3 Regular full-time hourly employees will be paid on the basis of their bid time or average hours worked per day, whichever is greater, during the pay period in which the personal leave is granted.

12-3-4 Employees shall be allowed to accumulate unused personal leave days from year to year. Employees may use accumulated personal leave with prior approval of the appropriate administrator. Written request for leave must be submitted to the appropriate administrator at least five (5) days before taking the leave, except in case of emergency. The written request must provide information justifying the circumstances for granting the leave.

12-3-5 Accumulated personal leave hours will be added to accumulated sick leave hours and paid per Article 12-1-6 upon retirement up to a maximum of six-hundred and sixty (660) hours.

#### 12-4 Bereavement Leave

12-4-1 Employees may be granted up to four (4) days of bereavement leave in the event of the death of any member of the immediate family. In those cases where out-of-state travel is necessary, the employee may be granted up to six (6) days of bereavement leave (See Article 1-6 for definition of immediate family).

12-4-2 The first two (2) days shall be with full pay, and any additional days, up to a maximum of four (4), if needed, shall be with payment charged against personal leave or accrued sick leave. The employee involved will determine whether these days are to be deducted from personal leave and/or from sick leave.

12-4-3 A report of bereavement leave shall be made to the immediate supervisor.

12-5 Miscellaneous Leave

- 12-5-1 Unpaid leaves of absence may be granted to twelve-month full-time prorated employees, less than twelve-month prorated employees and regular full-time hourly employees for other purposes, upon approval of the Board of Education. Requests must be signed by the employee's immediate supervisor, presented to the Employee Leaves Office or their administrative designee, and will identify the reason for requesting the leave. An employee shall return on the following basis:
- A. An employee taking miscellaneous leave for a period of sixty (60) calendar days or less shall be returned to their current position.
  - B. An employee taking miscellaneous leave for one (1) calendar year or less shall be assigned to the first available position for which the employee is qualified.
  - C. An employee taking miscellaneous leave under a charter school agreement who returns to District employment within thirty-six (36) months will have previously earned and accrued benefits and privileges restored as outlined in Article 9-3, Rehired Employees.

**(Articles 12-6 through 12-8 apply exclusively to Paraprofessionals/Clinic Paraprofessionals)**

12-6 Paid Leave

- 12-6-1 Paid leave will be accrued by all regularly assigned employees on the basis of one hour for every twenty (20) hours of service rendered.
- 12-6-2 Paid leave accumulates without limit from year to year.
- 12-6-3 No employee shall be denied the right to use paid leave for personal or family illness, bereavement or personal business, in accordance with Article 12-6-1.
- 12-6-3-1 Absences for personal or family illness – Administration may request a medical note for absences of more than three (3) consecutive days.
- 12-6-4 Prior notice will be given of intent to use paid leave except in cases of emergency.
- 12-6-5 Upon separation, employees will be compensated for unused paid leave. To be eligible for payment, the employee must have served at least twenty (20) years in the District and be separating from active employment. Years of service will be calculated by totaling all time worked in positions covered by an association. The formula used to pay eligible employees will be the total of accrued paid leave hours up to a maximum of 660 hours, divided by the employee's standard daily hours, multiplied by .0015, and then multiplied by the annual base salary, but not less than a minimum of \$25.00 per day.



12-7 Employees who are regularly assigned greater than 30 hours

12-7-1 Applied for and Approved Paid Medical Leave

- 12-7-1-1 Paid leave usage for personal illness greater than fourteen (14) consecutive calendar days requires application to and approval through the Short-Term Disability (STD) provider. Upon approval, the employee receives Short-Term Disability benefits.
- 12-7-1-2 Short-Term Disability benefits will pay 60% of the employee's daily rate of pay. The remaining 40% of the employee's pay will be deducted from the employee's paid leave accrual allowing the employee to maintain the benefit of being in full pay status.
- 12-7-1-3 Employees with more than five (5) years of PERA qualified service must also apply for PERA disability benefits.
- 12-7-1-4 An employee who is approved for STD will be able to elect to use 100% of accrued paid leave to maintain full PERA-includable salary credit for this leave. This option can only be exercised once during an employee's career.
- 12-7-1-5 Any employee who is not approved for PERA disability benefits and who has accrued paid leave still available and cannot return to work by one hundred eighty (180) calendar days will be allowed to use the accrual at 100% for no longer than twenty-four (24) months. The District will maintain the employee's benefits until the accrued leave is exhausted. The District will not guarantee the employee a job in the event of full recovery.

12-8 Long-Term Disability Insurance (LTD)

- 12-8-1 When an employee applies for and is eligible to receive LTD, the employee will utilize available accrued paid leave and STD disability benefits to carry the employee's regular salary until the LTD would apply.
- 12-8-2 There is a one hundred eighty (180) calendar day waiting period from the date of disability until LTD insurance becomes effective.

**(Articles 12-9 through 12-13 applies to all employees under this agreement)**

12-9 Maternity and Childcare Leave

- 12-9-1 An employee shall be entitled to any leave for which they are eligible, upon written request to the Employee Leaves Office, for Maternity/Childcare, Adoption or Foster Care Placement. An employee shall give written notice thirty (30) calendar days prior to the anticipated commencement of the leave to the Employee Leaves Office except in case of emergency.

- 12-9-2 If the employee gives birth, the employee will be considered to be on a medical leave as outlined in Article 12-2 or Article 12-5 depending on employee classification. During the time the employee is covered by the medical leave provisions, the employee shall remain an active participant in benefit programs under which the employee is enrolled at the time of leave, and will have full job protection.
  - 12-9-3 At the conclusion of the disability period, the employee is entitled to take unpaid leave not to exceed a total of one (1) calendar year. Job protection for this unpaid period is covered in Article 12-9-5.
  - 12-9-4 An employee who does not physically give birth to a child, is eligible for two (2) weeks of paid leave assuming a sufficient sick, personal, or paid leave balance. The paid leave must commence within forty-five (45) days of the birth or placement of the child. At the conclusion of the two (2) week paid period, the employee is eligible to continue on an unpaid leave status, not to exceed a total of one (1) calendar year. Job protection for this unpaid period is covered in Article 12-9-5. While in a paid leave status the employee continues to remain an active participant in benefit programs under which the employee is enrolled at the time of leave.
  - 12-9-5 An employee taking Maternity/Childcare Leave for a period of sixty (60) working days or less, paid or unpaid, shall be returned to the employee's original position. An employee taking leave for one (1) calendar year or less shall be assigned to the first available position for which the employee is qualified.
  - 12-9-6 No leave referred to in Article 12-9 shall be considered an interruption of service, nor shall it be included in computing the probationary period or towards experience increments on the salary schedule.
- 12-10 Jury Duty and Court Subpoena Leave
- 12-10-1 Leave will be given to employees for appearance in court as a witness, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.
  - 12-10-2 Employees shall notify their appropriate administrator of their desire to apply for such leave, as soon as possible, prior to the date service must be rendered.
  - 12-10-3 Jury duty leave to District and/or County Court shall be granted with pay. Employees whose daily rate exceeds \$50.00 will reimburse the District in the amount of \$50.00 per day for the fourth and each succeeding day of jury duty service. Employees whose daily rate is \$50.00 or less shall reimburse the District in the amount equal to their daily rate for the fourth and each succeeding day of jury duty.

12-10-4 Employees shall be granted jury leave with pay for municipal court duty up to the amount of the difference between the employee's regular earnings and any amount received for jury or witness fees, not including reimbursement for transportation expenses.

#### 12-11 Military Leave

Jeffco follows all applicable Federal and State guidelines with respect to employees who apply for a Military Leave of Absence. The employee should work with the Manager of the Employee Leaves office to document the absence. An employee returning from military leave will be returned based on the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). Job protection provisions are based on USERRA guidelines as applicable.

#### 12-12 Family Medical Leave Act (FMLA)

Pursuant to the Family Medical Leave Act of 1993 (FMLA), Jeffco Public Schools is required to provide up to twelve (12) weeks of unpaid job protected leave to "eligible" employees for certain family and medical reasons (see FMLA guidelines).

The District shall require FMLA eligible employees to utilize their FMLA leave "concurrently" with all applicable leaves.

#### 12-13 Unpaid Leave

Unpaid leave may be granted with prior approval of the appropriate administrator. Unpaid leave requests may be denied.

### ARTICLE 13

#### 13 Vacation and Holidays

##### 13-1 Vacation

13-1-1 Employees who are qualified to receive vacation under Board Policy will accrue the following vacation days per year.

1 through 4 years.....	10 workdays
5 through 9 years.....	15 workdays
10 + years.....	20 workdays

13-1-1-1 Effective September 1, 2007, four (4) hour, two hundred and sixty (260) day employees are entitled to accrue four (4) hour vacation days at the same rate of accrual per year as full-time employees.

13-1-2 Employees will be expected to take their vacations at times which will cause the least interruption in the normal conduct of the affairs of the School District and at times that are consistent with department procedures. Vacations that are

scheduled and approved at times that are consistent with department procedures cannot be canceled except by the employee.

- 13-1-3 The maximum amount of accumulated unused vacation days, at any time, shall be twice the annual allowable vacation.
- 13-1-4 Employees may state their preference as to when their vacation period will occur, and where practicable, length of service within the District will determine the priority for individual vacations.
- 13-1-5 Upon termination of employment, an employee covered by the provisions of this Article shall be reimbursed for any unused but accrued vacation time at the employee's regular monthly rate.
- 13-1-6 For the purpose of vacation accrual rate computation, any employee who is hired into a twelve-month position which entitles them to vacation accrual will be credited for months worked as a regular employee.

## 13-2 Holidays

- 13-2-1 Twelve-month prorated employees will be granted the holidays established by the Board in its annual calendar.
- 13-2-2 Less than twelve-month prorated employees, excluding Bus Drivers and Bus Assistants, will receive pay at their regular days rate as part of their annual compensation for Thanksgiving Day, Christmas Day, New Year's Day, Presidents' Day, Memorial Day, and Labor Day.
- 13-2-3 Regular employees, excluding Paraprofessionals/Clinic Paraprofessionals, will receive pay on the basis of actual scheduled hours worked as determined and approved by the supervisor at their regular rate for Thanksgiving Day, Christmas Day, New Year's Day, Presidents' Day, Memorial Day, and Labor Day.
- 13-2-4 Regular bus drivers and assistants will receive pay on the basis of their bid time at their regular rate for Thanksgiving Day, Christmas Day, New Year's Day, Presidents' Day, Memorial Day, and Labor Day.
- 13-2-5 Regular Paraprofessionals/Clinic Paraprofessionals will received pay based on their regularly scheduled workday at their regular base rate for Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, and Labor Day.
- 13-2-6 Holidays will be granted during probationary periods.
- 13-2-7 If a granted holiday falls within an employee's vacation period, the employee shall receive the holiday as an additional day of vacation.

## ARTICLE 14

### 14 Miscellaneous: Including Overtime, Breaks, Canceled Workday, and Tool Allowances

#### 14-1 Emergency Call-in Pay (**excludes Paraprofessionals/Clinic Paraprofessionals**)

14-1-1 Prorated employees called in on an emergency shall receive a minimum of three (3) hours pay and be paid round-trip mileage, in accordance with Article 14-2, if the work is outside of, and not continuous with, their regular workday.

14-1-2 Hourly employees who are requested by the District to report to work will receive a minimum of three (3) hours pay at their regular rate. Call-in pay for hourly employees scheduled to work four (4) hours or less should be two (2) hours.

#### 14-2 Mileage

14-2-1 Employees traveling on school business, using their own automobiles, will be paid at the approved District rate. The use of one's private automobile must be with the approval of the employee's immediate supervisor.

#### 14-3 Rest Breaks

14-3-1 Rest breaks are considered as a segment of the workday for employees and will be determined by the length of an employee's workday as follows:

2:01 to 6 hours/day = 1 fifteen minute break  
6:01 to 8 hours/day = 2 fifteen minute breaks

#### 14-4 Lunch Breaks

14-4-1 Employees who are required to take a lunch break are entitled to take their lunch break duty-free.

14-4-2 When a supervisor or school administrator authorizes an employee to work during the lunch break, the employee will be paid for the extra time worked. The District will not be required to compensate the employee for the extra time worked on an overtime basis when equal time is taken off during the same workweek.

14-4-3 Paraprofessionals/Clinic Paraprofessionals may have a duty free lunch period of thirty (30) minutes per day, except when emergencies or special events make it necessary to alter the schedule. The thirty (30) minute duty free lunch period shall not be included in the employee's workday.

#### 14-5 Tool Allowance - Facilities Maintenance, Small Engine and Transportation Mechanics

- 14-5-1 The District shall replace employee-owned tools lost or stolen on District property or broken or worn-out during the workday up to the following amounts per employee per annum:

Transportation Mechanics will receive \$1,280.00.

Facilities Maintenance will receive \$250.00.

Small Engines will receive \$400.00

PROVIDED THAT:

- A. Such tools, or their equivalents, are required to be furnished by the employee as a condition of employment.
- B. Such required tools shall be verified by a tool list with full identification. The list shall be submitted to the appropriate department supervisor for verification at the time of employment.
- C. Replacement tools shall be purchased through the District's bid lists, and broken or worn-out tools shall be turned in to the supervisor upon requesting replacement.
- D. If the employee desires replacement tools other than those available on the District's bid list, and the employee demonstrates the need for such tools, they may be purchased from another source, as approved by the employee's supervisor.

In addition, if an employee needs tools that are not on the original inventory, and the employee demonstrates the need for the tool(s) to the satisfaction of the supervisor, the tool allowance may be used to purchase the tools.

- E. The employee exercised reasonable care and security of the tools.
- F. All District-owned tools checked out must be returned, and written verification submitted to the supervisor before final paycheck will be released.

- 14-5-2 If an employee's tools are stolen on District property, and the employee was not negligent in the matter, the District shall reimburse the employee for the replacement of all stolen tools which were shown on the employee's inventory on file with the District.

14-6 Uniforms

- 14-6-1 The District will continue to provide and/or replace uniforms for Support Services and provide uniforms for transportation mechanics.

- 14-6-2 The District will provide and/or replace protective clothing to sections or crews as identified by the District. Protective clothing replacement will be for normal wear or damage caused through no fault of the employee.

#### 14-7 Overtime

- 14-7-1 An employee may be assigned involuntary overtime duties in case of emergency or upon adequate notice.
- 14-7-2 Overtime will be considered as all hours (see Article 14-7-7) worked in excess of forty (40) hours in a scheduled workweek. All overtime hours must be approved in advance by the designated administrator.
- 14-7-3 Overtime will be paid at one and one-half (1.5) times the employee's regular hourly rate.
- 14-7-4 The District may offer employees compensatory time off in lieu of overtime pay. The employee can accept or decline compensatory time off in lieu of overtime pay.
- 14-7-5 Compensatory time off will be granted at one and one-half (1.5) times the number of overtime hours worked.
- 14-7-6 Generally, compensatory time off is taken during the current pay period. However, the employee and administrator may mutually agree to bank the time for later use. All compensatory time off must be used within the current school/fiscal year. If scheduling conflicts prevents its use, the employee must be paid for any unused compensatory time off.
- 14-7-7 During the term of this agreement, paid leaves, holidays (as specified under Articles 13-1 and 13-2), snow closure days, canceled workdays and compensatory time off will be credited as time worked for the purpose of computing overtime (This section exempts paid leaves taken under Articles 12-9 Maternity/Childcare Leave, 12-11 Military Leave, and 12-13 Unpaid Leave).

#### 14-8 Canceled Workday for Hourly Employees

During the term of this Agreement, if the District cancels an hourly employee's workday, the affected employee shall be paid at their regular rate of pay for that day as if they had worked on that day. If the District schedules a make-up day, no additional pay will be granted; and any employee not reporting for duty will be docked a normal workday's pay.

Hourly employees who report to their regularly scheduled workday and then are told to cease work by their immediate supervisor will receive a minimum of three (3) hours pay at their regular rate.

## ARTICLE 15

### 15 Corrective Action

#### 15-1 Performance Management

15-1-1 The District and CSEA recognize the importance of having a competent staff to support the education of students. Subsequently, the District is committed to providing employees with the necessary job training to enable those employees to meet performance expectations and standards.

15-1-2 While employees are expected to know and adhere to District behavior and performance standards, the District recognizes the benefit of continuous performance feedback and coaching to ensure standards are met.

15-1-3 The formal performance management process will include the following steps:

Letter of Direction: Employees retained beyond the new hire probationary period should continue to be provided instruction and feedback related to performance expectations and District standards. When informal feedback is ineffective in bettering performance, the deficiencies shall be documented in a Letter of Direction.

Performance Improvement Plan: If after receiving a Letter of Direction, an employee's performance continues to be deficient, the supervisor will develop a Performance Improvement Plan to track improvement and provide regular coaching regarding the particular standard deficiencies.

Demotion or termination: Employees that do not show sufficient improvement after the execution of a Performance Improvement Plan may be terminated or demoted to a vacant position in which the deficient skills are not required.

#### 15-2 Employee Misconduct

15-2-1 The District recognizes the benefit of a progressive disciplinary process. The procedure for progressive discipline, where applicable, will include the following steps:

First instance of misconduct: Written reprimand stating specific deficiencies and indicating timelines for improvement, where appropriate.

Second instance of misconduct: Suspension without pay, demotion or both.

Third instance of misconduct: Termination.

15-2-2 In cases of intentional violation of District Policy or conviction of a felony, the employee is subject to immediate discharge as determined by the Office of Employee Relations.



15-2-3 The District may suspend, demote or discharge an employee for willful abuse of leave benefits.

15-3 General

15-3-1 While employees are entitled to due process, the District shall have the right to discipline and/or separate employees for just cause as defined in Article 1-5-1.

15-3-2 All discipline, including termination, may be subject to the grievance process.

15-3-3 Employees subject to formal performance management or disciplinary action shall be notified prior to such action and given the opportunity to request CSEA representation.

15-3-4 Because misconduct may detrimentally impact performance, the corrective action processes outlined in this article shall not be construed to be mutually exclusive.

## ARTICLE 16

### 16 Medical Examinations

16-1 District-required physical examinations will be without cost to the employee, provided that the employee goes to a physician or clinic designated by the District.

16-1-1 Employees may choose to be examined by their own physician, in which case the District will pay the amount charged by District-designated physicians' clinics.

16-2 The District will make every effort to require physical examinations at times that will not interfere with normal work schedules.

## ARTICLE 17

### 17 Benefit Programs

17-1 Benefit programs under this agreement for full-time employees include:

- Medical
- Health Savings Account (must be enrolled in a qualifying health plan)
- Health care flexible spending account
- Dental
- Vision
- Dependent care flexible spending account
- Employer –paid, basic life and accidental death and dismemberment insurance
- Employer-paid short-term disability insurance
- Employer-paid long-term disability insurance

17-1-1 The district will provide a contribution toward the cost of medical as follows:

17-1-1-1 A monthly contribution of \$515.00 to offset the cost of enrollment in a district medical plan or

17-1-1-2 A monthly benefit allocation of \$80.00 to individuals who affirmatively elect to waive district medical medical coverage and provide initial proof, renewed each year during the annual benefits enrollment period, substantiating their enrollment in another group medical plan. No payment shall be made for enrollment in a private policy or one purchased through a State or Federal exchange.

17-1 Benefit programs under this agreement for part-time employees who are regularly scheduled for 20 to less than 30 hours per week include:

- Dental
- Vision
- Dependent care flexible spending account
- Employer-paid basic life and accidental death and dismemberment insurance
- Employer-paid short-term disability insurance

17-2-1 Part-time employees, who are regularly scheduled for 25 to less than 30 hours per workweek, shall also be provided employer-paid long-term disability benefits.

## **ARTICLE 18**

### **18 Career Increment**

18-1 An employee hired on or before April 1 and who is on the eighth step of the salary schedule shall receive an increase of 3.5 percent of the eighth step as a career increment on September 1 during their tenth year of continuous service. An employee hired after April 1 and who is on the eighth step of the salary schedule shall receive an increase of 3.5 percent on the eighth step as a career increment on September 1 after completion of their tenth year of continuous service.

18-2 An employee hired on or before April 1 and who is on the eleventh step of the salary schedule shall receive an increase of 3.5 percent of the eleventh step as a career increment on September 1 during their fifteenth year of continuous service. An employee hired after April 1 and who is on the eleventh step of the salary schedule shall receive an increase of 3.5 percent of the eleventh step as a career increment on September 1 after completion of their fifteenth year of continuous service.

18-3 An employee hired on or before April 1 and who is on the sixteenth step of the salary schedule shall receive an increase of 3.5 percent of the sixteenth step as a career increment on September 1 during their twentieth year of continuous service. An employee hired after April 1 and who is on the sixteenth step of the salary schedule shall

receive an increase of 3.5 percent of the sixteenth step as a career increment on September 1 after completion of their twentieth year of continuous service.

## **ARTICLE 19**

### **19 Compensation - \* see MOU Agreement from 2013 Summit and Negotiations – page 56**

- 19-1 Contingent on the District's ability to pay, employees as defined in Article 1-1 will be advanced one (1) horizontal step per the language in the Compensation MOU that is in effect. Employees will be advanced provided their performance of duties is adjudged by their appropriate administrator to be satisfactory, based on the annual evaluation of the employee. In the event an increment is withheld as a result of an unsatisfactory evaluation, this action is subject to the grievance procedure.
- 19-2 COLA adjustments will be added to the base salary schedule per language in the Compensation MOU as negotiated annually.
- 19-3 In the event the Board deems the district unable to pay salary increases as required in this Agreement, the matter of inability to pay will be submitted to fact-finding, in accordance with Article 5-8 of the current Agreement. Any determination of inability on the part of the Board will be made after the Board has considered alternatives as it deems available and appropriate, under the circumstances, to fund the increases, consistent with school district budget laws, public hearings and Board policies. The parties understand that the question of calling a special election to increase the mill levy is a legislative matter exclusively reserved to the sole discretion of the Board, limited by the requirements of Article X, Section 20 of the State Constitution (Amendment 1).

## **ARTICLE 20**

### **20 Food Services, Transportation, Maintenance, and Paraprofessionals/Clinic Paraprofessionals**

#### **20-1 Food Services**

- 20-1-1 Sick Leave, Holiday, and Personal Leave Payments: Regular full-time hourly and regular part-time hourly Food Service employees will receive pay on the basis of their actual scheduled hours worked for the affected workday as determined and approved by their Food Service Manager.
- 20-1-2 Food Service Managers who are scheduled to work on a non-scheduled workday will receive a minimum of two (2) hours pay for Monday through Friday and a minimum of three (3) hours pay for Saturday, Sunday, and Holidays.
- 20-1-3 Hourly Food Service Workers (T-07) who are regularly scheduled to work more than thirty (30) hours a week will receive the \$465.00 benefit contribution.

Effective September 1, 2006, current employees covered by this agreement working less than thirty (30) hours and receiving the benefit contribution will continue to receive benefits as long as they remain in that benefit eligible position.

20-2 Transportation

20-2-1 Additional training or refresher courses required to be taken by drivers/assistants will be compensated at the employee's regular hourly rate.

20-2-2 Route Changes

- A. When a route increases in time by two and one half hours (2.5) or more per week, it will be posted for re-bid within the terminal. If the employee holding the route is the successful applicant, their guaranteed bid time will be increased. Should the employee be displaced, they will be expected to bid on future route postings and to accept assigned work up to their previous guaranteed bid time for the duration of the school year.
- B. Posting of increased routes may be delayed from the start of the school year until October 1 and for up to ten (10) working days after a route increases to allow time for stabilization and evaluation of changes.
- C. When a route decreases in time, it will not be re-bid. The employee will maintain original guaranteed bid time and proration time. Additional work will be offered to the employee to compensate for decreased time. Concerted efforts will be made to offer work that falls approximately within the same time frame of the original route time or at times according to the priorities elected by the employee for extra duty.
- D. Employees will select priorities for extra duty within the following categories:
  - Daytime: Work between 5:30 a.m. and 5:30 p.m.
  - Nighttime: Work after 5:30 p.m.
  - Weekend: Work on Saturday and Sunday
- E. Work offered must be within the typical duties of the employee's classification. Refusal to accept work may be reason to reduce an employee's pay.

20-2-3 Utility Driver Positions:

The District will continue to employ a minimum of twelve (12) utility driver positions at thirty-seven and one-half (37.5) hours per week. Additional utility driver positions will be at twenty-five (25) hours per week.

20-2-4 Transportation Employee/Administrator Liaison Committee:

- A. During the term of this Agreement, employees will elect a Liaison Committee for each terminal. The Committee will consist of the terminal Director and three (3) transportation employees, one (1) selected by the CSEA and two (2) selected by the employees. The Transportation Director has the option to appoint one (1) additional employee as deemed appropriate.
- B. The Committee will meet a minimum of three (3) times during the school year: September, January and May. Either the Transportation Director or the Committee may request additional meetings which will be held during the school year.
- C. Employees selected to serve on the Liaison Committee will be paid at their regular rate of pay for at least one (1) hour for each Liaison Committee meeting. However, each member will be expected to conduct Liaison Committee activities on their own time in addition to paid time.
- D. The time and place of all meetings will be determined by the Transportation Director after consultation with the Liaison Committee.

20-2-5 Extra Duty

Extra duty boards will be available and posted at each terminal to allow employees to voluntarily sign up for any extra duty.

20-2-6 Special Trips

- A. Drivers on overnight specials trips will receive a minimum of eight (8) hours pay for each day away from home. The sponsoring agency will pay necessary and reasonable expenses of the driver while on overnight special trips.
- B. Employee compensation for special trips canceled after the employee has reported to the job site will be handled in accordance with Article 14-1, Call-in Pay, when the special trip is scheduled to begin more than one (1) hour beyond the driver's regularly scheduled clock-out time.
- C. Employee compensation for special trips scheduled on Saturday, Sunday, or holidays and subsequently canceled without the required

advance notice, will be three (3) hours pay at the employee's regular hourly rate.

- D. The District agrees to maintain uniform, District-wide special-trip and over-the-road procedures.

20-2-7 Vacation Accrual

Full-time regular school bus drivers and school bus assistants who work for the District a minimum of two hundred and twenty-eight weekdays (228) and fifteen hundred (1,500) hours during a twelve (12) month period commencing August 16<sup>th</sup> each year, will accrue forty (40) hours vacation time.

20-2-8 Bidding Seniority

Bidding seniority is not restored under previously earned and accrued benefits and privileges that are restored under Article 9-3 of the agreement.

20-2-9 Advertising Routes

Vacant positions for school bus drivers and school bus assistants will not be advertised as described in Article 10-1-2. Vacant route positions will be posted for three (3) days within the bus terminals and bid according to seniority. If no qualified regular employee bids for a vacancy, it may be awarded to a substitute employee based upon the applicants' scores on the final selection criteria.

20-3 Facilities Maintenance, Small Engine, and Transportation Mechanics Snow Premium Pay

Employees will earn \$7.94 premium pay per hour when required to remove snow and ice and do sanding operation or lend support to snow removal at a time which is different from their regularly scheduled work time. The premium pay amount will be improved each year by the same percent as the COLA adjustment for each year of the Agreement. The snow removal premium pay will not apply when employees are remunerated with overtime or call-in pay, as governed by other articles in the Agreement.

20-4 Paraprofessionals/Clinic Paraprofessionals

20-4-1 Workdays/Workweek

- A. Any days in excess of student contact days and the paid holidays referenced in Article 13-2-5 may be assigned at the discretion of the principal.
- B. The workweek and workdays for regularly assigned Paraprofessionals /Clinic Paraprofessionals will be determined by the principal or immediate supervisor.
- C. In instances where the number of employees and/or hours in a school is changed, the following will occur:

1. Employees will be increased in descending order of seniority or reduced in ascending order of seniority, as defined in Article 1-5-5, keeping in mind job site needs and the skills, training, evaluations and experience of the employee.
2. The employees identified for release will be notified by the principal or her/his designee.
3. The principal, or her/his designee, will notify the office of Classified Human Resources.
4. The employee will notify the office of Classified Human Resources, in writing, of his/her desire to be employed in a position in the District.
5. The District will make every effort to place an employee in an open position for which she/he is qualified.

20-4-2 Paraprofessionals/Clinic Paraprofessionals are encouraged to participate voluntarily on all site-based/school committees.

20-4-3 Any employee required to attend a meeting which is designed to improve her/his job function with the District, and which occurs outside the employee's normal workday, will receive the same number of hours off from regular duties, with pay, as was spent at the meeting, consistent with Board Policies and Regulations.

## APPENDIX 1

### MEMORANDUM OF UNDERSTANDING

Compensation Agreement 2015

**Compensation:** Employee will receive a 1% increase for the 2015-2016 school year, unless the employee receives an overall performance rating of 'does not meet' for the 2014/2015 school year. There will be no step movement for the 2015/2016 school year.

**PERA:** For the 2015-2016 school year, the .5% increased cost of SAED PERA contributions will be covered by what would otherwise have been a salary increase for employee. This represents an additional .5% compensation increase to CSEA employees.

### MEMORANDUM OF UNDERSTANDING

Compensation 2014

(Reference: Article 19 of the September 1, 2013 – August 31, 2019 CSEA Negotiated Agreement and the Salary Schedules)

Employees who receive a satisfactory evaluation\* for the 2013-2014 school year will receive a one-step increase. A satisfactory rating will be assumed for those employees who did not receive an evaluation for 2013-2014. Employees with an overall performance rating of "does not meet one or more district standards" shall not receive a step increase. For employees in the salary hold periods in steps eight (8), eleven (11), sixteen (16), and twenty-one (21), step calculations will be based on seniority/experience accrued during the period wages were frozen.

*\*A satisfactory evaluation rating for the 2014 compensation agreement includes Exceeds in One or More District Standards, Meets District Standards and Moving Toward District Standards.*

### MEMORANDUM OF UNDERSTANDING

Agreements from 2013 Employee Summit and Negotiations

*This memorandum of understanding is made and executed this date by and between Jefferson County Public School District R-1 ("District") and Classified School Employees Association ("Association"), referred to collectively as "the Parties".*

The District and Association agree as follows:

1. As was the case for the 2010-2011 and 2012-2013 school years, there will be no COLA (cost of living adjustment) added to the salary schedule for 2013-2014.
2. As was the case in 2011-2012 and 2012-2013, there will no step movement for 2013-2014.



3. For 2013-2014, the District will not increase or decrease the amount it contributes toward employee health insurance, despite rising premiums. However, due to Health Care Reform, the amount provided to employees for payment for premiums will no longer be considered an allocation but instead an employer contribution.
4. For the 2013-2014 school year, the contracted work year will increase by four additional work days. These are the work days that had been reduced in 2011-2012.
5. Association bargaining unit members will not be furloughed. This will result in two additional work days that had previously been reduced by furlough.
6. The Parties acknowledge that the return of the four work days and the elimination of the two furlough days results in the restoration of the 3% reduced compensation employees experienced when those days were previously cut from the work year.
7. In order to remain competitive and to recruit and retain high-quality employees, the Parties have agreed that after PERA and other statutory requirements are met, any increased funding anticipated for the 2014-2015 school year will be directed first to additional salary. This additional pay will be through a step increase for teachers and an equivalent increase for administrators, classified and all other employees.
8. The total recommended compensation package for all Jeffco employees includes additional work days resulting in the restoration of salary, health insurance, and PERA. The Association acknowledges that the District's contribution to PERA is paid by the District from the general fund. The general fund is used for most district personnel expenses, including compensation.

## **MEMORANDUM OF UNDERSTANDING**

Affordable Care Act 2014

(Reference: Article 17 of the September 1, 2013 – August 31, 2019 CSEA Negotiated Agreement)

Upon implementation of the applicable employer shared responsibilities provision of the Affordable Care Act (expected to be July 2015, with a first deduction in June 2015), the parties agree that the District will provide a standardized health insurance benefit package, including a \$515.00 benefit contribution, across all CSEA and JCAP employees who average 30 or more hours in the work week. CSEA acknowledges that upon implementation of the package, some employees will no longer be eligible to enroll in, purchase or receive any form of District provided medical insurance or employer contribution. The District has agreed to assist impacted employees by providing information about options available to them through the Colorado health care exchange.

## **MEMORANDUM OF UNDERSTANDING**

Affordable Health Care Act 2013

*The Parties to this Agreement are Jeffco Public Schools (the District) and the Classified School Employees Association (CSEA).*

This Agreement is effective from September 1, 2013 through August 31, 2019.

Therefore, the Parties agree as follows:

The Parties recognize that the Affordable Health Care Act will impact the delivery of health care benefits to District employees. Employees working under multiple job codes or working at thirty (30) hours or greater may be eligible for benefits under the law as regulations are implemented.

As a result of negotiations for the 2012-2013 school year, the Parties agree that the Affordable Health Care Act is still undergoing development and implementation with provisions being staggered over a period of time as defined by government mandates. The parties acknowledge that the Benefit's Advisory Committee is the District committee to interpret and identify the impact of government mandates and timelines. As a result, Health Care Reform will remain as a mutual proposal for discussion at negotiations while government mandates are being implemented.

## **MEMORANDUM OF UNDERSTANDING**

Evaluations 2014

(Reference: Article 8-8 of the September 1, 2013 – August 31, 2019 CSEA Negotiated Agreement)

Both parties have committed to review the evaluation process prior to the 2015-2016 negotiations. The parties agree to clarify the rating of "moving towards district standards" in the evaluations. The intent is to ensure that employees who have been in their current position for more than a year and who achieve an overall performance rating of "moving towards district standards" will not be considered for future compensation increases.

## **MEMORANDUM OF UNDERSTANDING**

Agreement to Merge the Classified School Employee Association (CSEA) and Jefferson County Paraprofessional Association (JCAP) Agreements

*The Parties to this Agreement are Jeffco Public Schools (the District) and the Classified School Employees Association (CSEA).*

This Agreement is effective from September 1, 2013 through August 31, 2019.

Therefore, the Parties agree as follows:

As a result of negotiations for the 2012-2013 school year, the Parties have agreed to merge the Classified School Employee Association (CSEA) and Jefferson County Paraprofessional Association (JCAP) contracts.

This merger will continue as a pilot until the next full contract re-opener. The parties agree to discuss the feasibility of this merger relative to its application or interpretation in all negotiation sessions as a mutual proposal until the full re-opener. During the 2019 negotiations, the parties will make a decision to eliminate the pilot and formalize the merger or return to two separate agreements.

## **MEMORANDUM OF UNDERSTANDING**

### **Paraprofessionals/Clinic Aides Transitioning to Other Classifications**

During the 2002 contract negotiations (reopener only) between Jefferson County Association of Paraprofessionals (JCAP) and the District, lengthy discussion occurred regarding recruitment and retention issues. One of the discussed concerns focused on JCAP covered employees being selected for positions covered by the Classified Negotiated Agreement. The JCAP Negotiations team agreed that: when employees covered by JCAP apply for positions covered under the Classified Agreement, as current District employees they should not be treated as outside applicants.

Therefore, the parties agree as follows:

- When applying for a classified position, employees under the JCAP Agreement will be considered internal applicants.
- If a Classified covered position is offered to and accepted by an employee under the JCAP Agreement:
  1. The date that the employee became regularly assigned to any position covered by the JCAP Agreement will become their increment date under the Classified Agreement;
  2. The salary placement will be made according to Article 9-4 of the Classified Negotiated Agreement;
  3. The employee will be placed in a “probationary status” for sixty (60) working days and, if their performance is adjudged to be satisfactory at the end of the probationary period, the employee will be afforded the rights contained in Article 9-1-1 of the Classified Agreement. If however, at the end of the probationary period their performance is adjudged to be less than satisfactory, the employee will be assigned to an open available position similar to that which the employee occupied just prior the promotion; and
  4. All leave accrued by the employee under the JCAP Agreement will be transferred to sick leave accrual under the Classified Agreement.
- The terms outlined above will become effective on July 1, 2002.
- The parties intend no retroaction application of this agreement prior to July 1, 2002.
- The parties agree that the process outlined in this Memo of Understanding is not subject to the grievance procedures under either the JCAP or CSEA Negotiated Agreements.

- This Memorandum of Understanding should not be construed as support for or against any consideration that may or may not be given to combining the CSEA and JCAP Negotiated Agreements at this time or in the future.

## **APPENDIX 2**

### **Pending Future Negotiations**

During 2012-2013 negotiations, several task forces were established for discussion.

**The parties agreed to create taskforces to address the following issues:**

- A. Study and evaluation of current paid time off policies
- B. Classified Evaluations
- C. Review of the Classified Professional Growth Program

**The parties also agreed to discuss:**

- A. Adding an additional personal leave day for employees designated in Article 1-1 in future negotiations.

The Food Services benefit threshold as deemed necessary