

# **AGREEMENT**

**BETWEEN**

**PUEBLO SCHOOL DISTRICT NO. 60**

**IN THE COUNTY OF PUEBLO**

**AND**

**STATE OF COLORADO**



**PUEBLO**

**SCHOOL DISTRICT 60**

*Educating for Purpose and Impact*

**AND**

**ACME**

**September 1, 2020 –**

**August 31, 2023**

**PUEBLO SCHOOL DISTRICT 60**

315 W. 11th Street  
Pueblo, Colorado 81003

**BOARD OF EDUCATION**

Taylor Voss.....President  
Dr. Margaret Wright .....Vice President  
Barbara Clementi ..... Board Member  
Tommy Farrell ..... Board Member  
Judge Dennis Maes ..... Board Member

**Non-Voting Members**

David Horner..... Treasurer  
Geri Patrone ..... Secretary/Assistant Treasurer

**SUPERINTENDENT OF SCHOOLS**

Charlotte Macaluso

**ASSOCIATION OF CUSTODIAL AND MAINTENANCE EMPLOYEES**

Melvin Bland.....President  
Donna Raught ..... UniServ Director

**Spanish Peaks UniServ Office**

511 W 29th Street, Suite C, Pueblo, CO 81008 / (719) 543-1826 / Fax (719) 583-2525

September 1, 2020

**Mission**

To provide a high-quality education that assures each student the knowledge, skills, and dispositions to lead a life of purpose and impact.



**PUEBLO**  
SCHOOL DISTRICT 60  
*Educating for Purpose and Impact*

Pueblo School District No. 60 does not discriminate on the basis of race, creed, color, sex, sexual orientation, gender identity/expression, marital status, national origin, religion, ancestry, age, disability, need for special education services, genetic information, pregnancy or childbirth status, or other status protected by law in admission, access to, treatment or employment in its educational programs or activities. Additionally, a lack of English language skills is not a barrier to admission or participation in activities. The following individuals have been designated to handle inquiries regarding the non-discrimination policies: Eric DeCesaro, EEO/Affirmative Action/Title IX/Section 504 Compliance Officer for complaints involving employees, and Andy Burns, Title IX Compliance Officer for complaints involving students. Both individuals can be located at 315 West 11th Street, Pueblo, Colorado 81003, (719) 549-7100. Complaint procedures have been established for students, parents, employees, and members of the public. (Policy AC, AC-R).

Si tiene alguna pregunta sobre esta información, por favor llame a la escuela de su niño.

AGREEMENT

between

PUEBLO SCHOOL DISTRICT NO. 60  
IN THE COUNTY OF PUEBLO AND STATE OF COLORADO

and

ACME

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# **AGREEMENT**

This Agreement is made and entered into by and between the Board of Education of Pueblo School District No. 60, in the County of Pueblo, State of Colorado, on behalf of said school District and ACME representing the maintenance, operations, bus Drivers and bus Attendant employees of the said school District and constitutes the entire agreement of the parties, effective on this the first day of September, 2020.

## **PREAMBLE**

WHEREAS, the Board and the Association recognize and declare that providing services to incorporate a quality education for the children of Pueblo School District No. 60 is their mutual aim, and that the character of such education depends upon the quality, morale, and cooperation of the maintenance, operations, bus Drivers and bus Attendant employees of the Pueblo School District No. 60. This agreement is entered into and is dedicated toward establishing an effective labor-management relations program.

NOW, THEREFORE, the parties agree as follows:

# ARTICLE ONE

## DEFINITIONS

- 1-1 The term **EMPLOYEE** as used in this Agreement shall refer to twelve-month, full-time, annual contractual maintenance, operations, and nine-month contractual bus Drivers and bus Attendant employees, represented exclusively by the Association in the negotiation unit as defined in Article Three - Recognition.
- 1-2 The term **BOARD** as used in this Agreement shall mean the Board of Education of Pueblo School District No. 60, in the County of Pueblo, and the State of Colorado.
- 1-3 The term **ASSOCIATION** as used in this Agreement shall mean the Employees represented by ACME, an Association affiliated with the Spanish Peaks UniServ Unit, the Colorado Education Association and the National Education Association.
- 1-4 The term **ACME** as used in the Agreement shall refer to all maintenance, operations, bus Drivers and bus Attendant employees.
- 1-5 The term **DISTRICT** as used in this Agreement shall mean Pueblo School District No. 60, in the City of Pueblo, the County of Pueblo, and the State of Colorado.
- 1-6 The term **PARTY** or **PARTIES** as used in this Agreement shall mean the Board of Education of Pueblo School District No. 60, in the County of Pueblo, and the State of Colorado, or its representatives acting in its behalf and ACME Employees, or its representatives acting in its behalf.
- 1-7 The term **SUPERINTENDENT** as used in this Agreement shall mean the Superintendent of Schools of Pueblo School District No. 60, in the County of Pueblo and the State of Colorado, or his/her designee.
- 1-8 The term **FISCAL YEAR** or **FISCAL BUDGET YEAR** as used in this Agreement shall be for the period from July 1 of one year through June 30 of the next year.
- 1-9 The term **WORKDAY** as used in this Agreement shall mean that period of time when an employee is required to perform his/her work assignment and/or to be present at a given building or location.
- 1-10 The term **CONTRACT WORK YEAR** as used in this Agreement shall consist of two hundred sixty-one (261) workdays less holidays and earned vacation for twelve (12) month employees. The WORK YEAR for Contract Bus Drivers and Bus Attendants shall be 180 days per year of which 175 days shall be the student attendance days on the school calendar approved by the school Board.
- 1-11 The **DEPARTMENT SUPERVISOR** as used in this Agreement shall mean the Executive Director of Facilities, the Principal, the Supervisor of Operations, Custodial Foremen, Structural Trades Foremen, Mechanical Trades Foremen, and Supervisor of Warehouse.
- 1-12 The term **ADMINISTRATOR/SUPERVISOR** as used in this Agreement shall mean any individual employed by the District in a management position in any work location. Where the term Administrator/Supervisor is used, it is understood that a designee assigned by management of bargaining unit employees may act in his/her behalf, and an organizational chart shall be made available to all maintenance, operations, and transportation employees at their respective work locations.
- 1-13 The term **EMERGENCY** as used in this agreement shall mean a situation, which developed suddenly and unexpectedly and will cause a disruption of service, unsafe conditions or property damage, as determined by the Supervisor.
- 1-14 **Temporary reassignments and administrators transfers.** A temporary reassignment is used to accommodate medical needs, work restrictions, and special projects. An administrative transfer is a permanent change in the employee's job assignment and/or work location.
- 1-15 **Essential Personnel** as used in this agreement shall include all maintenance and all custodial employees

# **ARTICLE TWO**

## **GENERAL TERMS**

- 2-1 The Board shall not discriminate against any employee on the basis of race, creed, color, sex, sexual orientation, gender identity/expression, marital status, national origin, religion, ancestry, age, disability, genetic information, pregnancy or childbirth status, other status protected by law, or membership or non-membership in the Association.
- 2-2 The Association shall admit employees to membership without discrimination on the basis of race, creed, color, sex, sexual orientation, gender identity/expression, marital status, national origin, religion, ancestry, age, disability, genetic information, pregnancy or childbirth status, or other status protected by law as long as the employee shall meet the qualifications for membership set forth in the Association's bylaws. The Association shall represent equally all employees, recognizing that membership in the Association is voluntary and not a requirement for employment in the District.
- 2-3 This Agreement constitutes Board policy for the term of said Agreement, and the Board and the Association shall carry out the commitments contained herein and give them full force and effect.
- 2-4 No additions, waivers, deletions, modifications, changes or amendments of this Agreement shall be made during its life except by mutual consent in writing of the parties hereto unless otherwise noted herein.
- 2-5 The provisions of this Agreement shall control where any direct conflict exists between this Agreement and Board policy, practice, custom, writing or intentions not incorporated in this Agreement. Any matter not covered by the provisions of this Agreement shall be controlled by Board policy.
- 2-6 It is recognized that Pueblo School District No. 60 is considered as the primary employer of ACME employees and, as such, is due certain responsibilities and obligations from such employees in respect to terms and conditions of employment, such as, but not limited to, secondary employment, accepting overtime and job performance.
- 2-7 If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 2-8 Nothing contained herein shall be construed to deny or restrict any employee rights they may have under Colorado School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those, which may be provided through other Board policy.
- 2-9 It is mutually agreed between the parties that where the singular is used it may also apply to the plural, and where the masculine gender is used as appropriate, it shall also apply to the feminine gender.
- 2-10 When the District is considering an alteration to any aspect of the bargaining unit, which will result in a reduction in the size of the bargaining unit, discussions shall take place early enough in the District's decision-making process so that suggestions made by the Association may be legitimately considered by the District.
- 2-11 A maximum of four (4) ACME representatives, shall be appointed by the ACME president to meet monthly with four (4) representatives of the District Administration to review and discuss current programs, practices and the administration of this Agreement.

## **ARTICLE THREE RECOGNITION**

- 3-1 The Board of Education of Pueblo School District No. 60 recognizes the Association as the exclusive bargaining representative for the regular full-time monthly employees, hereinafter called the Bargaining Unit, as established and certified by the balloting held November 27, 1990, and contract bus Drivers and Attendants as certified on December 10, 2002, in accordance with the policy for Collective Bargaining Representation adopted by the Board. Specifically excluded from the unit are all supervisors and part-time employees as may be appointed by the Board.
- 3-2 The Board agrees not to recognize any maintenance, operation, bus Driver or bus Attendant organization other than the Association, nor shall the Board or administrators acting as its agents negotiate directly with any employees for the duration of this Agreement.
- 3-3 The Association shall certify in writing to the Board no later than November 1 of each year adequate evidence that its current membership list represents a majority of maintenance, operations, bus Drivers or bus Attendant employees in the District. If at any time, not less than ninety (90) days nor more than one hundred twenty (120) days prior to the end of the term of this Agreement, any negotiation unit maintenance, operations, bus Drivers or bus Attendant employee, or group of negotiation unit maintenance, operations, bus Drivers and bus Attendant employees may submit a petition to the Board signed by thirty percent (30%) of the negotiation unit requesting that an election be held to determine the representation status.
- 3-4 In the event of such petition and formal approval by the Board, and in accordance with rules established by the parties in interest, a completely impartial and fair election shall be held to determine if a majority of the unit wishes to be represented by the Association, other specified organizations or no organization. If agreement for the conducting of an election cannot be reached, the American Arbitration Association shall conduct such election within thirty (30) days of the presentation of the petition, unless mutually agreed otherwise. The cost of conducting such election shall be borne equally by those interested groups, which appear on a ballot. A majority of unit personnel voting in said election shall constitute a plurality for purposes of determining recognition status. At such time that recognition is lost pursuant to the procedures described above, any and all agreements between the parties shall be considered void on the expiration date of the Agreement.
- 3-5 The Board may challenge the majority representation status of the Association and request a representation election at any time. Such election shall be conducted as noted above. Costs of a Board-challenged election shall be borne by the Board.



# ARTICLE FOUR

## AGREEMENT

### 4-1 TERM OF AGREEMENT

4-1-1 The provisions of this Agreement shall become effective the first day of September 2020, and shall continue and remain in full force and effect through August 31, 2023.

### 4-2 FINANCIAL OBLIGATION

All financial obligations of the Board (within the meaning of the term “Financial Obligation” under Article X, Section 20 of the Colorado Constitution – Amendment One and CRS 22-32-110 (5) and CRS 22-44-115) set forth in this Agreement are subject to annual appropriation by the Board. The parties agree that the Board of Education may reopen the salary and benefit provisions of this Agreement by providing written notice to ACME no later than May 15, 2021, and again before May 15, 2022. The parties agree to meet within five (5) days of such notice to negotiate such provisions.

### 4-3 SUCCESSOR AGREEMENT

4-3-1 Upon request by the Association to the Board or by the Board to the Association after January 15, 2023, but before February 1, 2023, the Board and the Association agree to open negotiations over a successor agreement.

4-3-1-1 Successor agreement negotiations shall be limited to six (6) Articles submitted by each party, any other Articles mutually agreed upon prior to negotiations, the Agreement Article Four, the Insurance Article Seven, the Salary Article Twenty-four, and any Appendices dealing with Salary Schedules.

4-3-1-2 Successor agreement negotiations shall be scheduled for five (5) days and shall terminate not later than June 30, 2023, unless extended in writing by mutual consent of both parties.

### 4-4 INTERIM AGREEMENT

4-4-1 Upon request by the Association to the Board or by the Board to the Association after January 15, 2021 but before February 1, 2021 and January 15, 2022 but before February 1, 2022, the Board and the Association agree to open negotiations over interim negotiations.

4-4-2 Interim agreement negotiations shall be limited to Article Twenty-Four Salary, and Article Seven Insurance, and one other article mutually agreed to by both parties.

4-4-3 Interim agreement negotiations shall be scheduled for four days and shall terminate not later than June 30, 2021 and June 30, 2022, unless extended in writing by mutual consent by both parties. Dates shall be determined mutually.

# ARTICLE FIVE

## NEGOTIATIONS

### 5-1 SCOPE OF NEGOTIATIONS

5-1-1 The scope of negotiations shall be on matters concerning salaries, benefits, terms and conditions of employment and other items mutually agreed upon.

### 5-2 CONDUCTING NEGOTIATIONS

5-2-1 The Association and the District agree that negotiations shall be guided by the following procedures, which may be modified at any time by mutual consent.

5-2-2 The parties agree to negotiate in good faith. Good faith is defined as an honest attempt to resolve issues, which arise during the negotiations process. Both parties agree to present reasonable proposals, which demonstrate educational and fiscal responsibility. The obligations of good-faith negotiations do not compel either party to agree to or make concessions on specific issues.

5-2-3 The parties agree that the primary teams at the table for each side will be limited to seven participants. A majority of each team shall be District employees.

5-2-4 Either party shall make available, upon request, all readily available information necessary for negotiations.

5-2-5 Whenever possible, negotiations shall not be scheduled for consecutive days so that both parties may have the opportunity to review and respond to the other's proposals.

5-2-6 Negotiations mutually agreed upon shall be conducted during the days and places mutually agreeable to the negotiators named by each party.

5-2-7 It is recognized that either party may, if it so desires, utilize the services of consultants or experts on a certain topic. Such consultants or experts shall be permitted full participation in the discussion of the identified topic and will not be considered a formal addition to the team.

5-2-8 Any room rental, meeting set-up costs or facilitation costs incurred during any negotiation process outlined herein shall be shared equally by both parties. Meals and room service costs shall be paid by the party, which incurred them.

5-2-9 Negotiations shall be conducted in closed session, unless both parties agree to the contrary.

5-2-10 During negotiations, releases to the news media shall be made only as agreed to jointly.

### 5-3 INFORMAL NEGOTIATIONS

5-3-1 At any time during the term of this Agreement, either party may request a meeting to discuss any issue or concern. The moving party shall initiate this request by delivering a letter identifying, in detail, the issue or concern and citing the provisions in the Agreement which relate to the issue or concern.

5-3-2 Within ten (10) workdays from receipt of the request, the Director for Human Resources and the Association President shall arrange for a mutually agreeable time and place for discussion. This meeting shall be attended by a minimum of two (2) persons from each party.

5-3-3 At the meeting, the parties shall fully explain, discuss and explore the issue or concern. By mutual agreement, subsequent meetings may be scheduled with other professionals

or experts and with additional members of each party's negotiation team to further discuss the issue or concern.

5-3-4 If at any time the parties resolve an issue or concern relating to the provisions of this Agreement, such resolution shall be incorporated into a Memorandum of Understanding which shall remain in effect until the expiration of the current contract.

5-3-5 Should facilitation become necessary to resolve certain issues or concerns, the parties may mutually agree to engage the services of one or more facilitators to benefit the process of reaching an agreement.

5-3-6 Failure to arrive at a mutually acceptable agreement during informal negotiations may result in the issue being revisited at the next formal negotiations session.

#### 5-4 FORMAL NEGOTIATIONS

5-4-1 A written request for formal negotiations between the Association and the Board may be submitted by either party. Such request shall be directed to the designated representative of the other party. The request shall occur no earlier than January 15 nor later than February 1.

5-4-2 A written response shall be made by the receiving party within ten (10) school days of the receipt of such written request for negotiations.

5-4-3 The first meeting shall be held on or about February 15 unless agreed otherwise by both parties.

5-4-3-1 Formal written proposals may be presented by either side. The parties shall identify in writing those articles they wish to open for negotiation. The issues or concerns with the current language shall be briefly summarized and proposed solutions along with their rationale shall be included. Both parties shall fully inform themselves about the issues and concerns through open discussion.

5-4-3-2 At successive meetings, both parties shall work together to identify alternatives for addressing issues or concerns. These alternatives shall be jointly evaluated and a recommended course of action shall be identified.

5-4-3-3 Whenever possible or practical, all relevant issues, concerns, solutions and inter-related contract provisions shall be addressed at the same time.

5-4-3-4 Should facilitation become necessary to finally resolve certain issues or concerns, both parties may mutually agree to engage the services of one or more facilitators to benefit the process of reaching agreement.

5-4-3-5 Resolutions shall be reduced to writing and tentatively agreed to by the Association and the District.

#### 5-5 ADOPTION OF AGREEMENT

5-5-1 Individual items on which tentative agreement is reached during negotiations shall be reduced to writing, dated and signed by the teams' spokespersons. Tentative agreement of individual items shall be conditional upon the approval of the entire agreement by both parties.

5-5-2 It is understood and agreed that all tentative agreements negotiated by the parties' representatives are subject to formal ratification by the members of the Association and adoption by the Board.

5-5-2-1 The Association agrees to submit the tentative agreement to the ratification

process within fourteen (14) calendar days of the signing of the tentative Agreement and to notify the Board in writing of the results of such process.

5-5-2-2 Within fourteen (14) calendar days of receipt of such results, the Board agrees to act upon the tentative agreement.

5-5-2-3 After ratification by both parties, the Board and the Association shall sign the Agreement.

## 5-6 MEDIATION

5-6-1 If agreement has not resulted from negotiation, either party may declare impasse and notify the other party in writing of its desire to submit the issues in dispute to mediation.

5-6-2 By November 1, the parties shall select a mediator as follows:

5-6-2-1 The Board and the Association shall each exchange a list of five (5) mediators acceptable to them. From these lists, if possible, a mutually acceptable mediator shall be selected.

5-6-2-2 Should the Board and the Association be unable to agree upon a mediator within five (5) school days, the American Arbitration Association shall be requested to furnish a list of five (5) mediators from which the parties agree to select a mediator.

5-6-2-3 Within seven (7) calendar days of the mailing date of such lists, the parties shall meet and alternately cross off names to which they object, with the one requesting mediation marking first, then the other party, etc., until one name remains. The one remaining shall act as the mediator.

5-6-3 Once a mediator is selected as provided in Section 5-6-2, the mediation rules of the American Arbitration Association, as applicable, shall prevail.

5-6-4 The mediator is not empowered in any way or permitted to make any findings of fact, recommendations or decisions concerning the position of the parties and/or the issues related thereto.

5-6-5 The format, dates and times of meetings shall be arranged by the mediator, and such meetings shall be conducted in closed sessions.

5-6-6 The costs for the services of the mediator, including per diem expenses, if any, and actual and necessary travel expenses and subsistence shall be shared equally by the Board and the Association.

## 5-7 FACT-FINDING

5-7-1 By November 1, the parties may mutually agree to select a fact-finder in the manner provided in Section 5-6-2 for selecting a mediator.

5-7-2 If the mediation described in Section 5-6 fails to bring about agreement on all issues, either the Board or the Association may request that the issues, which remain in dispute, be submitted to a fact-finder.

5-7-3 The fact-finder shall have the authority to hold hearings and make procedural rules.

5-7-3-1 The fact-finding process shall be conducted daily from the date it begins unless otherwise agreed to by both parties.

5-7-3-2 All hearings by the fact-finder shall be held in closed session and no news releases shall be made concerning progress of such hearings.

5-7-3-3 If the fact-finder elects to receive summary briefs of the positions of each of

the parties, such briefs shall be delivered to the fact-finder no later than five (5) calendar days following the last fact-finding hearing.

- 5-7-4 Within a reasonable time after the conclusion of such hearings, the fact-finder shall submit a report in writing to the Board and the Association only and shall set forth in the report the finding of fact, reasoning and recommendations on the issues submitted. The report shall be advisory only and binding neither on the Board nor the Association.
- 5-7-5 Within five (5) calendar days after receiving the report of the fact-finder, the representatives of the parties shall meet to discuss the report. No public release shall be made until after such meeting.
- 5-7-6 The respective parties shall take official action on the report of the fact-finder no later than fifteen (15) calendar days after the meeting described in Section 5-7-5.
- 5-7-7 Tentative agreement reached on the issues in dispute as a result of fact-finding shall be submitted to the process provided in Section 5-5.
- 5-7-8 The costs for the services of the fact-finder, including per diem expenses, if any, and actual and necessary travel expenses and subsistence shall be shared equally by the Board and the Association.
- 5-7-9 Either party may request that an official stenographic record of the testimony taken at the fact-finding hearings be made, and a copy of any transcript shall be provided to the fact-finder. The party requesting the official stenographic record shall pay the costs thereof except that if both parties mutually agree in the request for an official stenographic record of the testimony, the total cost shall be shared equally.
- 5-8 The parties may mutually agree to combine mediation and fact-finding.

# ARTICLE SIX

## GRIEVANCE PROCEDURE

### 6-1 DEFINITIONS

- 6-1-1 A **GRIEVANCE** shall mean a written complaint by an employee and/or the Association that there has been an alleged violation, misinterpretation or inequitable application of any of the provisions of the Agreement, except that the term “grievance” shall not apply to any matter in which the method of review is prescribed by law.
- 6-1-2 **THE AGGRIEVED** is an employee and/or the Association who is asserting a grievance.
- 6-1-3 **A PARTY IN INTEREST** is an employee and/or the Association making the complaint and any employee who might be required to take action or against whom action might be taken in order to resolve the complaint.
- 6-1-4 An **ASSOCIATION REPRESENTATIVE** shall refer to the person designated by the Association to represent the interest of the aggrieved in the grievance procedure.
- 6-1-5 A **WORKDAY** as used in the grievance procedure shall mean any day in which the central administrative offices of the District are open for business.

### 6-2 PURPOSE

- 6-2-1 As problems arise, good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this article is to secure, at the lowest administrative level, equitable solutions to the problems, which may from time to time arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- 6-2-2 The solution of grievances with those immediately concerned shall be encouraged on an informal basis. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the employee’s immediate supervisor or any other administrator to have the grievance resolved. The resolution shall be consistent with the terms of this Agreement.
- 6-2-3 In order to maintain a high degree of efficiency in personnel administration, the District and the Association shall advise their respective staff and membership of the results of grievances that may bring about changes in the educational process.

### 6-3 PROCEDURE

- 6-3-1 Employee grievances alleging discriminatory treatment by the District based on the complainant’s age, religion, national origin, sex, race, marital status or disability may be filed either under the District’s procedures for resolving discrimination complaints or under this Agreement, but not both.
- 6-3-2 Grievances, which includes the Level One Informal/Collaborative process, shall be considered valid only if the first written application for redress of the grievance is filed within fifteen (15) workdays from the time the aggrieved knew of the act or condition on which the grievance is based.
- 6-3-3 It is agreed that if at each level of the grievance procedure no appeal is filed within the time limits provided, the grievance shall be considered to have been satisfactorily settled on the basis of the last resolution. Should an administrator not answer a grievance within the time limits specified, the grievance shall automatically be advanced to the next level.

- 6-3-4 It is important that grievances be processed as rapidly as possible; therefore, the number of days indicated at each level shall be considered as a maximum unless mutually extended, and every effort shall be made to expedite the process. Grievances shall be held at a time and place mutually agreed upon by all parties concerned.
- 6-3-5 The Board and the Association agree to make available, upon request, to the aggrieved party and their designated representative, and to the Office of Human Resources, all pertinent information not privileged under law in their possession or control and which is relevant and material to the issues raised by the grievance.
- 6-3-6 Neither party nor its agent shall in any way harass, intimidate or otherwise take reprisals against any employee by reason of participation or non-participation in the processing of a grievance.
- 6-3-7 Upon mutual agreement of the Association and the Office of Human Resources, grievances of special scope and significance may be filed initially at Level Two. Grievances involving the dismissal of employees shall automatically be filed at Level Two.
- 6-3-8 Decisions rendered at Levels One and Two of the Grievance Procedure shall be in writing, setting forth the decisions and reasons therefore, and shall be transmitted to the Association.
- 6-3-9 All written and printed matter dealing with the processing of a grievance shall be filed separately and not in the central office personnel files of the aggrieved.
- 6-3-10 Grievance forms shall be jointly prepared and distributed by the Administration and the Association. Printing costs shall be shared equally between the Board and the Association.
- 6-3-11 Any time limits set forth in this grievance procedure may be extended by mutual agreement of the Association and the District in writing within five (5) workdays.
- 6-3-12 The written grievance shall include the date and a brief description of circumstances giving rise to the Grievance, and refer specifically to the Article and Section of the Agreement, which is alleged to have been violated, misinterpreted or inequitably applied. Failure to comply with this provision shall result in the Grievance being declared invalid by the Office of Human Resources.

6-4 LEVEL ONE – INFORMAL/COLLABORATIVE PROCESS

- 6-4-1 When an employee becomes aware of an act or a situation that may result in a written grievance, the employee and his/her chosen Association representative shall discuss the issue or concern with the employee's immediate supervisor and a representative from the Office of Human Resources in an attempt to resolve the issue informally. In the event the Association representative is not immediately available, a meeting date shall be scheduled within at least 48 hours.
- 6-4-2 If the issue in dispute is resolved or the grievance is withdrawn at the Informal/Collaborative level, the resolution shall be reduced to writing and signed by both parties.

6-5 LEVEL TWO - HEARING

- 6-5-1 If the Grievance is not resolved at Level One, the aggrieved may request to advance the Grievance to Level Two in writing with the Association within five (5) workdays of the conclusion of the Level One meeting. The Association may file the appeal with the Office of Human Resources within five (5) workdays after the Association receives the written request from the grievant.
- 6-5-2 The Administrator in charge of Human Resources or designee shall act as the hearing officer at Level Two of the Grievance Procedure. A hearing shall be scheduled to meet with the aggrieved and the Association, and any other parties involved in the Grievance

in an effort to resolve the Grievance. A hearing date shall be scheduled within ten (10) workdays after receipt of the written Grievance by the Administrator in charge of Human Resources or Designee.

6-5-3 The Administrator in charge of Human Resources or Designee shall reduce the decision to writing and forward the written decision to all parties within ten (10) workdays of the hearing.

#### 6-6 LEVEL THREE - ARBITRATION/MEDIATION

6-6-1 If the aggrieved or the Association is not satisfied with the disposition of the grievance at Level Two or if no decision has been rendered within seven (7) workdays after the Level Two hearing, the aggrieved may, within five (5) additional workdays, request in writing that the Association submit the grievance to mediation or arbitration. If the Association deems the grievance meritorious, or if the Association is not satisfied with the disposition of the grievance, or if no decision has been rendered, the Association may demand Mediation or Arbitration of the matter by giving the written notice to the Office of Human Resources within twenty (20) workdays after the Level Two hearing was concluded.

6-6-1-1 The Association may demand either Mediation or Arbitration, but not both.

6-6-2 The Mediator or Arbitrator shall be selected as described in section 5-6-2-1 through 5-6-3 of this Agreement.

6-6-3 All hearings held by the Mediator or Arbitrator shall be in closed sessions, and no news releases shall be made concerning progress of the hearing.

6-6-4 The Mediator's or Arbitrator's report shall be submitted in writing at the earliest possible time, but not to exceed thirty (30) calendar days after the date of the close of the hearings. The report shall be given to the Board and the Association only.

6-6-5 The Mediator or Arbitrator shall not have the power to add to, subtract from, or modify any terms of this agreement or terms of applicable Board policy, nor shall the mediator or arbitrator have the power to decide any issue(s) other than the one of violation, misinterpretation or inequitable application. The parties agree to give good-faith consideration to the recommendations of the arbitrator, but such recommendations shall in no way be binding on either party, but shall be advisory only.

6-6-6 Expenses for the services of the Mediator or Arbitrator, including per diem expenses, actual and necessary travel expenses, and subsistence shall be shared equally by both parties.

6-6-7 The Board shall take official action on the recommendations of the arbitrator at its next regularly scheduled meeting unless the decision is rendered within ten (10) workdays prior to said Board meeting, in which event, action shall be taken at the next regular meeting of the Board.

#### 6-7 REPRESENTATION

6-7-1 The aggrieved may be represented at any level of the grievance procedure by persons of the aggrieved's choosing, except that the aggrieved shall not be represented by a representative or an officer of any organization other than the Association.

6-7-2 The Association OR EMPLOYEE shall designate to the Administrative Hearing Officer, prior to the hearing, the employee's representative who shall represent the interests of the aggrieved in as grievance hearing.

6-7-3 The Office of Human Resources shall appoint an administrative hearing officer and shall notify the Association OR EMPLOYEE'S REPRESENTATIVE of the Hearing Officer in charge of the grievance. The notification shall include possible dates for the hearing. The date of the hearing shall be mutually agreeable.



# ARTICLE SEVEN

## INSURANCE

### 7-1 HEALTH, DENTAL AND VISION INSURANCE

#### 7-1-1 INSURANCE COMMITTEE

7-1-1-1 The District and the Association agree that the District will utilize an Insurance Committee of no more than 20 employees. This committee shall determine the insurance benefit programs and make recommendations to the Board through the Superintendent. This committee will consider matters concerning all insurance issues such as, but not limited to, plan design, coverage, and the cost effectiveness of the offerings. Specific contributions toward the cost of coverage shall be determined through negotiations between the District and the Association(s).

The committee shall forward recommendations that are approved by the majority, to the Board of Education, through the Superintendent, along with a minority report, if one exists.

One half of these members shall be selected by the Association(s) to represent the Association(s), and one half of these members shall be selected by the District to represent the District. This committee shall set ground rules, undergo training, and shall meet a minimum of once per month. The committee can meet twice monthly if voted on by the majority of the committee. The Association(s) and the District each shall designate a co-chair. The co-chairs will set the agenda, review minutes, plan trainings, and any and all other duties as assigned by the committee. The District will provide clerical support for the committee to take and distribute minutes, agendas, calendar of meetings, and any other relevant information. Two weeks prior to the meeting, an e-mail reminder, with minutes of the last meeting, and a request for agenda items will be sent out.

7-1-1-2 One Association member of ACME shall serve as a member of the District Insurance Committee.

#### 7-1-2 HEALTH, DENTAL AND VISION PLAN

7-1-2-1 Effective September 1, 2018, the District shall contribute up to \$520 per employee per month toward health, dental and vision insurance plans provided by the District. The actual contribution shall not exceed the full cost of the coverage selected by the employee. The contribution shall be remitted to the District's health, dental and vision insurance carriers.

7-1-2-2 In the event that the employee's spouse is a District employee, the District will contribute up to \$520 for each spouse toward the cost of full family coverage or employee and spouse coverage, whichever applies

### 7-2 LIFE INSURANCE

#### 7-2-1 EMPLOYEE LIFE INSURANCE

7-2-1-1 The Board shall provide at District expense for each eligible active full-time ACME employee on employment contract a group life policy, and accidental death and dismemberment policy AND a dependent group life insurance policy.

LIFE INSURANCE BENEFIT:

Two (2) times annual earnings, rounded to the next lower multiple of \$100, if not already a multiple of \$100. The maximum amount is \$500,000.

7-2-1-2 The amount of coverage shall be in accordance with annual earnings and shall be determined annually each October 1. Annual earnings shall not include overtime pay, bonuses, or other special compensation.

7-2-2 GROUP DEPENDENT LIFE INSURANCE

7-2-2-1 The dependent life insurance schedule provides dependent coverage only during the employee’s active years of full-time employment in the District. An employee covered by the group life policy and the accidental death and dismemberment policy cannot also be treated as a dependent under the group dependent life insurance schedules; therefore, with husband and wife teams, it is not possible to insure each other. In such cases where there are eligible children, they will be insured as the dependent children of one parent or the other but not both.

**GROUP DEPENDENT LIFE INSURANCE SCHEDULE  
FOR FULL-TIME AND ACTIVE EMPLOYEES**

Spouse:	Not employed in District .....	\$1,000
Children:	Live birth through age 19 or if full time college student, through age 24. Covered amount per child .....	\$1,000

7-3 TAX SHELTERED ANNUITY

7-3-1 A voluntary tax sheltered annuity program shall be available for employees who choose to participate with any of the companies approved by the District.

# ARTICLE EIGHT

## LEAVE

- 8-0 When an employee is or expects to be absent from work for seven (7) consecutive workdays or more, the employee shall contact the Office of Human Resources for determination of official leave provided under the terms of this agreement.
- 8-1 ANNUAL EXCUSED LEAVE
- 8-1-1 Full-time contracted employees on active duty the first day of the current contract year shall accrue fifteen (15) workdays of annual excused leave with full salary in each contract year. Employees working less than 12 months shall accrue leave on a pro-rata basis.
- 8-1-1-1 If the employee's effective date of employment is after the beginning of the current contract year, the employee shall accrue one (1) day of annual excused leave for each full month of employment during the contract year.
- 8-1-1-2 Employees who have no accumulated excused leave the first day of the current contract year shall be granted month by month one (1) day of annual excused leave for each full month of employment during the contract year.
- 8-1-2 The annual excused leave granted during each current contract year may be used for the following purposes:
- 8-1-2-1 Personal Medical Illness or Disability - The annual excused leave may be used for medical illness or disability of an employee.
- 8-1-2-2 Medical Illness, Disability, or Death in the Immediate Family – Excused leave may be used for medical disability or death in the employee's immediate family which shall only include the employee's mother, father, brothers, sisters, spouse, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild, and/or any person permanently living in the employee's home.
- 8-1-2-3 Bereavement Leave - Up to five (5) workdays of excused leave days may be used each contract year for the death of other relatives, which shall only include relatives of the employee and spouse.
- 8-1-2-4 Childbirth/Child Adoption - An employee may use excused leave for the birth or adoption of a child in accordance with the Family Medical Leave Act (FMLA).
- 8-1-2-5 Personal Leave – Personal Leave may not be used for recreation, vacation, or earning extra income.
- 8-2 ACCUMULATED EXCUSED LEAVE
- 8-2-1 Unused annual excused leave shall be accumulated from year to year.
- 8-2-2 Accumulated excused leave may be used for the following purposes
- Personal Medical Illness or Disability
  - Medical Illness, Disability, or Death in the Immediate Family
  - Death of Other Relative
  - Childbirth/Child Adoption
- 8-2-3 Accumulated excused leave may be used by the employee only after the current year's annual excused leave is exhausted.
- 8-2-4 The date of resignation for employees who resign or retire because of medical disability shall be the same workday long-term disability has been approved. Employees shall be

compensated for any remaining accumulated excused leave days regardless of years of service or number of accumulated days.

8-2-5 Excused leave shall be charged on the basis of quarter hour increments for each hour or portion of an hour used. When the new time recording system is in operation, the District will calculate leave based on actual time used.

8-2-6 An employee expecting to be absent from work for any reason shall notify the immediate supervisor in writing by submitting a "Blue card" or District-approved form and shall record the absence on the District's approved absence system. When an absence is unexpected, the employee shall notify the immediate supervisor via telephone or electronic mail as soon as possible, or 1 hour before his/her shift starts. The absence must also be logged on the District's approved absence system after contacting the immediate supervisor. For extended absences, the employee shall notify via telephone or e-mail their immediate supervisor as soon as possible of the expected return to work date.

8-2-7 After the annual excused leave is used, absences not covered by accumulated excused leave or unexcused absences shall be deductible at the employee's current daily rate of pay for each day of absence.

8-2-8 Employees absent from work for five (5) consecutive days or more due to medical disability or for doctor appointments shall be required to furnish a physician's statement releasing the employee to work and the reason for the absence. Employees shall not be permitted to return to work until the physician's statement is presented to the Office of Human Resources. Employees shall follow District procedures for reporting absences from work.

8-2-9 A cash equivalent of 12 hours at the employee's normal hourly rate will be applied to the compensation for bus Drivers and Attendants assigned to a summer route schedule. The benefit will be pro-rated for the actual hours worked to adjust for hours missed. The total hours worked will be divided by the assigned summer route hours and multiplied by the cash equivalent of the 1 hour benefit. The total benefit will not exceed the total cash benefit of 12 hours.

Example: 60 summer hours worked (out of possible 120 hours) =.50 multiplied by 12 multiplied by Driver's/Attendant's hourly rate.

### 8-3 MEDICAL LEAVE

8-3-1 Employees who are medically disabled and unable to continue work and have exhausted their excused leave benefits or desire to not use accumulated leave may be granted a medical leave of absence without salary for a period not to exceed six (6) months. If employees return to work during the term of the leave, they shall be placed in their previous assignment. Verification of medical disability by a licensed physician shall be required.

8-3-1-1 Medical leave without salary and fringe benefits may be renewed by the Board upon the recommendation of the Superintendent for an additional twelve (12) month period.

8-3-1-2 If the employee returns to work during the twelve (12) month renewal period provided in 8-3-1-1, the employee shall be assigned at such time as a vacancy is open for which the employee is qualified. When two (2) or more employees returning from medical leave are qualified for a single opening, the employee

who has been on medical leave the longest shall receive first consideration. If the terms of the medical leave are identical, then experience, length of service, qualifications and special skills will be some of the salient factors in filling such vacancies.

8-3-2 When employees on medical leave are able to return to work, they shall be reinstated on the ACME Salary Schedule at the level and step they were when they were granted such leave, unless they qualify for a step increase as provided under Article Twenty-Four-Salaries.

8-3-2-1 Before returning to work the employee shall be required to submit a Physician's Certificate of Fitness to Work to the Office of Human Resources, AND a copy to the immediate supervisor.

#### 8-4 PARENTAL LEAVE

8-4-1 Parental leave without salary and fringe benefits, except health insurance as required by law, may be granted to employees for the purpose of child rearing, child care or adoption.

8-4-2 Parental leave may be granted for a period of time not to exceed a maximum of two (2) consecutive contract years.

8-4-3 At the request of the Office of Human Resources, the granting of parental leave requires evidence of need.

8-4-3-1 If the parental leave request is refused by the Office of Human Resources, the employee may appeal to the Office of Human Resources based upon written professional recommendation.

8-4-4 Return from parental leave shall be at the beginning of the contract year according to positions and vacancies available. When two (2) or more employees returning from parental leave are qualified for a single opening, the employee who had been on parental leave the longest shall receive first consideration. If the terms of the parental leave are identical, then experience, length of service, qualifications and special skills shall be some of the salient factors in filling such vacancies.

8-4-5 Notice of intent to return from parental leave shall be given to the Director for Human Resources on or before April 1 preceding the contract year the employee requests to return to work.

8-4-6 Upon return from parental leave, the employee shall be reinstated on the ACME Salary Schedule at the column and step they were when they were granted such leave, unless they qualify for a step increase as provided under Article Twenty-Four - Salaries.

#### 8-5 MILITARY LEAVE

8-5-1 Employees of Pueblo School District No. 60, who are members of the National Guard or any other component of the military forces of the state now or hereafter organized or constituted under state or federal laws, or who shall be members of the reserve forces of the United States now or hereafter organized or constituted under federal law, shall be entitled to paid leave of absence from their employment under the following conditions:

- (1) An employee must submit a request for leave of absence accompanied by a statement from the commanding officer requesting such leave, and
- (2) At the completion of the training or active service ordered, the employee must submit a statement from the commanding officer of satisfactory service performed and rate of pay received for such service.

No loss shall be incurred for vacation, excused leave or seniority benefits for the time the employee is engaged with such organization or component in training or active service ordered or authorized by proper authorities pursuant to laws, whether for federal or state purposes, but not to exceed fifteen (15) days in any calendar year.

- 8-5-2 Such leave shall not be allowed unless the employee
- (1) returns to the position immediately upon being relieved from such military service and no later than the expiration of the time herein limited for such leave,
  - (2) is prevented from so returning by physical or mental disability or other cause not due to their own fault, or
  - (3) is required by proper authority to continue in such military service beyond the time herein limited for such leave.
- 8-5-3 Return to work rights shall be as prescribed under the Federal Uniformed Services Employment And Re-employment Act (USERRA).

#### 8-6 PERSONAL LEAVE

- 8-6-1 Personal leave of absence with full salary shall be granted to those who notify the immediate supervisor of the intention to take such leave, subject to the following restrictions:
- 8-6-1-1 If possible, the employee shall notify the immediate supervisor in writing of the intention to use personal leave at least one (1) week in advance of absence.
- 8-6-1-2 Personal leave shall not be taken the first or last day of each semester or the last workday before or the first workday after a holiday or vacation period unless approved in advance by the immediate supervisor.
- 8-6-1-3 To ensure continuity of the educational program, requests for personal leave may be denied if the number of leave requests for any one (1) workday exceed ten percent (10%) of the employees in the ACME work group.

#### 8-7 JURY DUTY

- 8-7-1 An employee shall be granted leave for jury duty as provided for by law. Proof of jury service shall be required before legal leave is authorized.
- 8-7-2 The employee shall be subject to a salary deduction equal to the amount of compensation received for serving on a jury panel unless the employee turns in to the District any payment received for jury service.
- 8-7-3 Such time shall not be charged against excused leave.
- 8-7-4 Employees shall return to work within one hour after being released from jury duty unless excused by their immediate supervisor.
- 8-7-5 An employee subpoenaed in a job-related legal proceeding that is in the interest of the District shall not be charged leave from the District for attendance at the proceeding.

#### 8-8 WORK ATTENDANCE AND LEAVE REIMBURSEMENT

- 8-8-1 The District shall pay the ACME employees for each unused annual excused leave day earned during the annual accrual period commencing September 1, and ending August 31.
- 8-8-2 Earned but unused annual excused leave shall be paid by the District at the rate of \$25 per eight (8) hour day. Unused annual excused leave shall be added to the employee's accumulated excused leave.
- 8-8-3 Accumulated excused leave may be used by the employee only after the current year's annual excused leave is exhausted.

- 8-8-4 Payment shall be issued as part of the December payroll check of the same calendar year.
- 8-8-5 ACME employees retiring or resigning shall be entitled to cash payment of \$30.00 for each eight (8) hour day of unused accumulated excused leave provided they have a minimum of ten (10) years of service.
  - 8-8-5-1 Employees retiring or resigning shall not have access to paid leave during the final ten (10) days of employment, unless a catastrophic event occurs within the last ten (10) days of employment.
- 8-9 WORK RELATED ACCIDENTS OR ILLNESS MEDICAL PROVIDER
  - 8-9-1 Effective January 1, 1989 all employees incurring a work related accident or illness shall be directed to medical providers as designated by the District. Any medical treatment by medical professionals other than those designated by the District shall not be covered or paid by District Workers' Compensation.
  - 8-9-2 The employee must submit a first report of injury signed by the supervisor to the Office of Human Resources within four (4) days of the date of injury or the time the employee first becomes aware of the injury.
  - 8-9-3 Within one (1) workday of an office visit to the physician, the Workers' compensation injury report or other documentation from the physician must be delivered to the Office of Human Resources and a copy to the immediate supervisor.
  - 8-9-9 The District may assign employees to modified light duty within their department when prescribed by the District's Workers' Compensation medical provider.
- 8-10 WORK RELATED INJURY OR ILLNESS LEAVE
  - 8-10-1 Employees temporarily absent from work and unable to perform their regular or modified duties as a result of personal injury incurred in the scope and course of their employment shall be deemed to be on injury leave until they are able to resume their duties. Employees on injury leave shall receive their statutory benefits available under the Workers' Compensation Act of Colorado.
    - 8-10-1-1 Each contract year, employees temporarily absent from work and unable to perform their duties as a result of a personal injury incurred in the scope and course of their employment, as verified in a written statement from the District's designated medical provider concerning the employee's inability to return to work, shall receive a maximum of twenty (20) days of injury leave at their regular salary less Workers' Compensation temporary disability benefits, which shall be paid directly to the District in accordance with C.R.S. 8-42-124(2)(a) and (3). These days will not be chargeable against excused leave.
    - 8-10-1-2 Employees who have returned to work may use excused leave for medical appointments that occur during work hours provided they are required by the District's Workers' Compensation designated medical providers or their referrals, and may also receive Workers' Compensation disability benefits when applicable.
  - 8-10-2 The District will have the right to recover Workers' Compensation Insurance benefits for temporary total or partial disability otherwise due the employee for any period the District pays full salary.
  - 8-10-3 Injury leave shall be authorized only in those cases in which a report of accident form

has been initiated by the employee as required by the Workers' Compensation Act of Colorado and the employee has a written statement from the District's designated physician concerning the employee's treatment and his/her inability to return to work.

8-10-4 An employee shall be denied injury leave if the employee did not suffer a job-related injury or if the insurance carrier makes a finding of no liability.

8-10-4-1 The employee shall arrange for annual excused leave, vacation or leave without pay or benefits as provided in this agreement for injuries occurring off the job.

8-10-5 The District shall continue to contribute the District's share of the employee's health/dental premium for a maximum of six (6) calendar months for employees on an authorized injury leave.

8-10-6 The employee shall be responsible to make payments for the shortfall in health/dental premiums in accordance with time schedules prescribed by the Payroll Department.

8-10-7 Employees shall not be paid for holidays or accrue vacation or annual excused leave while on injury leave. Employees released to return to work on a less than full -time basis shall accrue their normal accruals of vacation and annual excused leave on a pro rata basis as provided in this agreement.

8-10-8 During the period that an employee receives injury leave, the employee must provide the Office of Human Resources and the employee's immediate supervisor at least a weekly medical status report.

8-10-9 The District may assign employees to light or modified duty when prescribed by the District's Workers' Compensation medical provider.

## 8-11 ASSOCIATION LEAVE

8-11-1 Association leave shall be granted to the Association with full salary for any Association business, providing the immediate supervisor is notified in writing using District -prescribed forms in advance of taking such leave. Association leave shall not be charged for one ACME representative to attend the Employee Insurance Benefits Committee and the District Safety Committee meetings.

8-11-1-1 The Association shall reimburse the District at a rate of sixty dollars (\$60.00) per day for the first seventy-five (75) days of Association leave used each contract year. The rate shall increase to sixty-five dollars (\$65.00) per day for the second increment of seventy-five (75) days. All Association leave in excess of one-hundred fifty (150) days shall be reimbursed at the rate of seventy dollars (\$70.00) per day. Association leave shall be charged in increments of one hour.

8-11-1-2 Association leave shall be charged each calendar quarter by the end of the month following the end of the quarter. Payment to the District will be due within thirty (30) days of the date of receipt of the billing from the District.

8-11-2 Association leave is not accumulative and shall be charged on the basis of an eight (8) hour day.

8-11-3 The Association shall have the number of days to utilize for the process of negotiations as listed below. The use of these days shall not be charged against Association leave days in 8-11-1 above.



- 8-11-3-1 Five (5) Association days for up to six (6) table team members for successor agreement negotiations.
- 8-11-3-2 Two (2) Association days for up to six (6) table team members for mediation for successor agreement negotiations.
- 8-11-3-3 Two (2) Association days for up to six (6) table team members for fact-finding for successor agreement negotiations.
- 8-11-3-4 Four (4) Association days for up to six (6) table team members for interim negotiations.
- 8-11-4 The Association shall reimburse the District at the rate of sixty dollars (\$60.00) per day for each day of Association Leave used beyond that allowed by this section.
- 8-11-5 Reasonable effort shall be made by both parties to insure that Association leave does not materially affect the ability of the District to provide services.
- 8-12 PERA SHORT TERM DISABILITY
 

An employee who is unable to perform the essential functions of his/her position with reasonable accommodations but who is not totally and permanently disabled from gainful employment, may elect to use available excused leave, or unpaid leave of absence, as set forth in Article 8 of this Agreement or he/she may apply for short term disability through PERA.
- 8-13 Employees who are unable to work and have expended their excused leave and personal leave, including vacation, are required to make application for an approved District leave of absence without pay through the Office of Human Resources.
- 8-14 FAMILY MEDICAL LEAVE ACT OF 1993 (FMLA)
  - 8-14-1 FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for their employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.
  - 8-14-2 FMLA leave may be granted for any of the following reasons:
    - To care for the employee's child after birth or placement for adoption or foster care;
    - To care for the employee's spouse, son or daughter, or parent who has a serious health condition, or
    - For a serious health condition that makes the employee unable to perform the employee's job.
    - At the employee's or employer's option, certain kinds of paid leave may be substituted for unpaid leave.
  - 8-14-3 The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.
    - The employee ordinarily must provide 30 days' advance notice when the leave is "foreseeable."
    - An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work.
  - 8-14-4 For the duration of FMLA leave, the District must maintain the employee's health coverage under any "group" health plan.
  - 8-14-5 Upon return from FMLA leave, the employee will be placed in a position in accordance with article 8-4-4 or article 8-3-1-2, whichever applies.

- 8-14-6 The use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.
- 8-14-7 FMLA may be taken on an intermittent or reduced schedule.
- 8-14-8 Application forms and detailed information are available in the Office of Human Resources.
- 8-15 SICK LEAVE BANK
- 8-15-1 A sick leave bank will be created for the exclusive use of benefitted employees who join the bank by making a non –refundable voluntary contribution to the bank. For the first year, open enrollment will be during the months of August through October. After the first year, there will be an open enrollment period during the month of September each year when new members will be accepted. Employees hired after September 30 may elect to join the Bank within thirty (30) days of their hire dates.
- 8-15-1-1 An employee who wishes to join the Sick Leave Bank must annually contribute one (1) excused leave day to the Bank. The day will be assessed against the employee's excused leave day account and added to the Sick Leave Bank on October 1 of the year the employee enrolls in the Bank.
- 8-15-1-2 A Sick Leave Bank Board shall be appointed to alternating two-year terms each school year by May 1st for the upcoming year. The Board will be composed of four (4) employees appointed by the Associations and four (4) administrators appointed by the District and will manage the use of the Sick Leave Bank.
- 8-15-1-3 The Sick Leave Bank Board will be responsible for reviewing applications to use days from the Bank, and approval or denial of such requests.
- 8-15-1-4 The Sick Leave Bank Board shall notify each applicant in writing of approval or denial of request and the reason thereof within ten (10) school days. Decisions of the Bank Board shall be final and binding and shall not be grievable.
- 8-15-1-5 An employee who is a member of the Sick Leave Bank may apply to use days from the Bank under the following conditions:
- 8-15-1-6 The applicant must first use all of her own accumulated excused leave days before she is eligible to apply to the Bank for additional days.
- 8-15-1-7 An employee may apply to use up to thirty (30) days from the Bank for an unexpected catastrophic event.
- 8-15-1-8 An employee may not use more than sixty (60) days in any three (3) year period.
- 8-15-1-9 Days may not be awarded in excess of the number of days remaining in the Bank at the time the request is granted. If days in the bank drop to a balance of two hundred (200) days, Sick Leave Bank members will be asked to contribute one (1) additional day on the appropriate authorization form. Days contributed to the Sick Leave Bank cannot be subsequently refunded.
- 8-15-1-10 Additional days may not be assessed against members of the Sick Leave Bank without prior approval from the Sick Leave Bank Board.
- 8-15-2 An employee who is a member of the Sick Leave Bank may apply to use days from the Bank under the following conditions:
- 8-15-2-1 The applicant must first use all of her own accumulated excused leave and all vacation if applicable days before she is eligible to apply to the Bank for additional days.

- 8-15-3 The Sick Leave Bank Board shall maintain meeting times and minutes of all proceedings, as well as a record of all decisions made for use of Sick Leave Bank days. Confidential information related to a staff member's health will not be available for public review.
- 8-15-4 If applicable, each application must be accompanied by a doctor's statement certifying that the employee is unable to work. The Board may request additional documentation. The Sick Leave Bank shall not be used for elective surgery, or to extend normal maternity leave, and may not be used when any other program or benefit (SS, PERA, etc.) is also being used.
- 8-15-5 Sick Leave Bank activity including number of days in the Bank, days used, and days added from new and existing members shall be reported to the Assistant Superintendent for Human Resources and the several Associations on a semi-annual basis in January and June for the periods ending December 31st and May 31st each year. The Sick Leave Bank account may be subject to audit by the District or the Association upon request, with copies provided to the other party upon completion of an audit.
- 8-15-6 Application forms and other documents necessary for the administration of the Sick Leave Bank shall be developed by the Bank Board and revised as needed.
- 8-15-7 Applications to use days from the Sick Leave Bank shall be submitted to the Office of Human Resources. The Office of Human Resources will forward such applications to the Bank Board for review and decision. A copy of the application and final authorization will remain on file in the Office of Human Resources.
- 8-15-8 Employees who are retiring or leaving the District may contribute unused sick leave to the Sick Leave Bank at the time of their retirement or resignation.

# ARTICLE NINE

## HOURS OF WORK

- 9-1 Maintenance and Operations employees' work shall be scheduled on the basis of a forty (40) hour work week, exclusive of lunch period.
- 9-1-1 At least one high school and middle school custodian may be required during the teaching year to have a weekday off and work Saturday and/or Sunday at their work assignment for that day.
- 9-1-2 A school custodian may volunteer in writing for the assignment stated in Article 9-1-1.
- 9-1-3 Operations employees shall not be required to use personal vehicles for District business.
- 9-2 A thirty (30) minute work-free lunch period shall be allowed at approximately midway through the work shift. If an emergency or other unusual circumstances require the employee to interrupt or miss the regular lunch period, it may be taken elsewhere during the shift as convenient with the work schedule requirements, but not later than five (5) hours of work after the beginning of the shift. The employee shall notify the immediate supervisor regarding any change in the work schedule due to an emergency as soon as possible after the onset of the emergency. If the supervisor is unavailable, the employee shall leave a message.
- 9-2-1 Operations employees shall not be permitted to leave the building site during their lunch periods unless prior permission is granted by the supervisor/principal/ custodial foreman.
- 9-3 Maintenance and Operations employees shall be allowed a rest period approximately midway through the first four (4) hours of the shift and again midway through the second four (4) hours of the shift. Such rest periods shall be with pay and shall be of fifteen (15) minutes duration. The rest period is intended to be preceded and followed by an extended work period. It shall not be used to cover an employee's late arrival to or early departure from work or to extend the lunch period, nor may it be accumulative if not taken. Employees shall not be permitted to leave the building site during their break periods.
- 9-4 Work schedules, including time for breaks and lunch, special orders and assignments shall be determined by the supervisor and shall be posted on the official bulletin board.
- 9-4-1 Except for emergencies, overtime, or transfers, the supervisor shall provide the employee at least five (5) days notice of any change in his normal work schedule.
- 9-5 The District may transfer an employee permanently or temporarily to a position at another building location or department without loss in salary, benefits or grade status. Such transfers are not subject to the grievance procedure.
- 9-6 Should a higher-class assignment amount to at least eight (8) hours of a maintenance and operations employee's workweek, the employee shall be paid at the higher rate for such work. Should an employee be requested to temporarily perform in a lower class, the employee shall continue to be paid at the regular rate of salary.
- 9-6-1 Positions that require forty-five (45) workdays of temporary transfer may be extended in writing by mutual agreement of the parties.
- 9-6-2 The District reserves the right to transfer an employee indefinitely pending any investigation for violation of work rules, District policies, or legal infractions. The employee's salary may be reduced if he performs in a lower class.
- 9-7 At any time during the school year when a Head Facility Caretaker is to be out on leave or vacation, he shall select an Assistant Custodian from his building to replace him. The Head Facility Caretaker

shall request the absence from the immediate supervisor and record it on the automated system as a “no substitute required.” The Head Facility Caretaker will notify the immediate supervisor of the absence. If the Assistant Facility Caretaker from his/her building cannot cover, for the Head Facility Caretaker, then the absence needs to be reported as “substitute required.”

- 9-7-1 In the event that an assistant custodian from the same site as the Head Facility Caretaker is not immediately available, the Supervisor of Operations shall provide to the Substitute Coordinator a list of qualified replacements. The Supervisor of Operations’ decision shall be final and binding.
  - 9-7-2 If the absence continues for more than one day, the Supervisor/ Principal shall have the option of choosing someone other than the named Assistant Custodian as a replacement or determining that no replacement is needed.
  - 9-7-3 Those employees acting as Head Facility Caretaker within the employee’s work week shall be paid at a pay rate 10% above their current hourly wage for each hour worked as Head Facility Caretaker.
- 9-8 During the summer months, Holiday break and Spring Break when a Head Facility Caretaker is to be out on vacation or leave, he shall contact the Supervisor of Operations at least a week beforehand to discuss the need for a replacement.
- 9-8-1 If the Supervisor of Operations/Principal determines there is a need for a replacement, he shall name the replacement and the replacement shall be paid in accordance with the guidelines listed in Section 9-7-3 above.
  - 9-8-2 If the Supervisor of Operations/Principal does not determine a replacement is needed, the Assistant Facility Caretaker in the building shall perform all normal duties and responsibilities associated with the position. Failure to perform the management duties of the Head Facility Caretaker shall not be cause for reprimand.
- 9-9 At any time during the year when a maintenance department project leader is to be on leave or vacation, the maintenance Foremen shall determine the need for a replacement and shall make appropriate work assignments as necessary. Automatic elevation to project leader status shall not occur.
- 9-9-1 Employees assigned as project leaders for at least eight (8) hours within their work week shall be paid at a pay rate 10% above their current hourly wage for each hour acting as project leader.
  - 9-9-2 If the Supervisor does not determine a replacement is needed, maintenance Workers’ shall perform all normal duties and responsibilities associated with their positions and specific work assignments. Failure to perform the management duties of a project leader shall not be cause for reprimand.
- 9-10 Contract Bus Drivers and Attendants shall be paid for 180 days per year of which 175 days shall be the student attendance days on the school calendar approved by the Board of Education.
- 9-10-1 Five days (twenty (20) hours) shall be available for training required by the state, general meetings and other professional development to be scheduled by the Transportation Supervisor or other District representative.
  - 9-10-2 The District will publish the school instructional calendars for Bus Drivers and Attendants in the summer preceding the next school year. Bus Drivers and Attendants are contracted for 180 days per year, inclusive of student contact days, professional development days, and other assigned work tasks. The District will schedule training and meetings for Bus

Drivers and Attendants, to the extent possible, on the District's professional development days. Meetings and training will only be scheduled during the 180 contract days on the school instructional calendars, unless advanced notice and extra pay is provided. Meetings scheduled by the Transportation Supervisor or Designee are mandatory. Absences per Article 8-1-2 during the training days will be unexcused unless previously approved by the Transportation Supervisor.

- 9-11 Contract Bus Drivers and Attendants shall be scheduled on the basis of a twenty (20) or thirty (30) hour workweek, whichever applies, exclusive of any lunch or rest periods
  - 9-11-1 Morning, afternoon and midday numbered routes shall be paid at a minimum of two hours.
    - 9-11-1-1 If the Driver at the end of her route is still at the bus compound and a new assignment becomes available, she shall be paid for the additional time with no additional minimum.
    - 9-11-1-2 Anyone called back to the bus compound shall be guaranteed two (2) hours for the extra duty assignment.
  - 9-11-2 Contract Bus Drivers and Attendants shall be contracted for either four (4) hours or six (6) hours per day.
    - 9-11-2-1 A bus Driver or Attendant who is scheduled for a morning and afternoon daily route shall be a four (4) hour contract Driver/Attendant.
    - 9-11-2-2 A six (6) hour contract Driver/Attendant will be scheduled for a daily midday route in addition to his or her morning and afternoon daily route.
  - 9-11-3 Additional time will not be authorized unless the actual time worked exceeds twenty (20) hours per week for four (4) hour contract Drivers or thirty (30) hours per week for six (6) hour contract Drivers.
  - 9-11-4 Time required to complete a special education route may vary from day to day due to the door to door service, dependence on parents to have their children at the curb ready to board the bus and the need to deliver students to an alternate address when parents are not available to accept their children at the end of the day. Therefore, special education bus Drivers and aides shall be four (4) hour contract employees, but shall be allowed to submit a time sheet for hours or portions thereof in excess of the guaranteed two hours per morning, afternoon or midday route .
  - 9-11-5 A Driver/Attendant may be asked to complete more than one assignment during the midday service. Such multiple assignments shall be treated as a single midday route. If such multiple assignments cause the Driver/Attendant to exceed the guaranteed two hours, the Driver/Attendant shall be allowed to submit a time sheet for the additional hours or portion thereof. Field trips or extra duty assignments may be scheduled immediately preceding or following a route assignment. Time required to complete the additional duties shall be limited to the actual time worked beyond the two hours paid by contract for the regular route assignment.

# ARTICLE TEN

## OVERTIME

- 10-1 Overtime work within seniority groups shall be distributed as equitably as possible among those employees assigned to a specific work classification or school work site.
  - 10-1-1 The supervisor or his designee shall approve overtime in writing in advance. A copy will be made available to the employee upon request.
  - 10-1-2 In the event overtime is rejected by all available operations employees at a specific school site, the overtime then shall be offered to employees at other work sites on an equitable basis.
  - 10-1-3 Each year on or about September 1, ACME employees shall be given the opportunity to sign up for the overtime list, which will be the basis for assigning overtime work at other work sites during the calendar year.
  - 10-1-4 Employees will be assigned overtime work at other work sites based on their qualifications and the duties required for the assignment.
- 10-2 Overtime records for ACME employees may be obtained from the payroll department upon written request.
- 10-3 The acceptance of emergency overtime assignments is considered a condition of employment and refusal may result in disciplinary action. Any situation that arises suddenly and unexpectedly that puts the instructional programs, employees, students or District property in jeopardy shall be deemed an emergency. Snow removal, outside of regularly scheduled hours, shall be classified as an emergency.
  - 10-3-1 Essential Personnel shall report during inclement weather unless weather conditions are deemed too hazardous for essential personnel to report by the Executive Director of Facilities. Hazardous conditions may include arctic temperatures that are single digit and below zero; icy and snow packed roads that have not been cleaned or plowed; blizzard conditions; and extreme wind conditions. Individual exceptions may be made by the Executive Director of Facilities.
- 10-4 Time and one-half of the ACME employee's regular rate of pay shall be paid for work performed in excess of forty (40) hours within the employee's standard workweek, Sunday through Saturday. Vacations and holidays shall be treated as time worked when computing overtime for Maintenance and Operations employees.
  - 10-4-1 Compensatory time off may be given in lieu of overtime pay if mutually agreeable to the employee and the supervisor. Such compensatory time shall be at time and one-half.
    - 10-4-1-1 Compensatory time must be used within two pay periods of the time it was earned or it shall be converted to overtime pay.
- 10-5 Except for emergency overtime as described in Article 10-3 above, an employee requested to work overtime shall have the right to refuse overtime.
  - 10-5-1 After five (5) refusals of overtime, the supervisor shall not be required to offer the employee overtime work. The employee must submit a written request to be reinstated to the overtime list.
  - 10-5-2 An employee shall not have the right to file a grievance for overtime after refusal.
- 10-6 Maintenance and Operations employees who return to work because of a call-back after leaving the work site and upon completion of the regular assigned work schedule shall be paid a minimum of four (4) hours of work.
  - 10-6-1 It is recognized that the employee may be required to complete all necessary repairs or perform related services regardless of work classification instead of a temporary solution.
  - 10-6-2 This provision shall not apply to employees who are called to begin work prior to the start of their shifts and work continuously into their shifts, provided they work the scheduled number of hours of work for that day.

# ARTICLE ELEVEN

## HOLIDAYS AND VACATIONS

### 11-1 HOLIDAYS

- 11-1-1 Holidays for twelve (12) month regular full-time contract employees shall be observed as shown on the official work schedule calendar.
  - 11-1-1-1 Twelve (12) month regular full-time contracted employees shall be granted fourteen (14) holidays per annual contract.
- 11-1-2 Employees required to work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day shall be granted holiday pay at a rate of one and one-half times the normal rate of pay.
  - 11-1-2-1 Holiday pay shall be paid only to regular full-time twelve (12) month employees.
  - 11-1-2-2 To be eligible for holiday pay, employees must have worked the last scheduled workday immediately prior to the holiday and the first scheduled workday immediately following the holiday.
- 11-1-3 Employees who work in excess of the forty (40) hour workweek including scheduled holidays, shall be paid time and one-half as stated in Article 10-4.

### 11-2 VACATION

- 11-2-1 Annual vacation benefits with full salary shall be granted only to regular full-time twelve (12) month employees.
  - 11-2-1-1 Employees who are 12-month contracted employees shall accrue vacation beginning the first day of the month following the start of their employment. Vacation time is available for use as accrued after the first three (3) full months of employment. Vacation periods will be accrued as follows:
    - Less than 5 years – .83 days per month
    - At least 5 years and less than 9 years – 1.25 days per month
    - At least 9 years – 1.67 days per month
  - 11-2-1-2 Employees are encouraged to use their vacation days each year. Employees may not accumulate more than thirty (30) days of unused vacation time. Once an employee has accumulated thirty (30) days of unused vacation, he/she will stop accruing vacation until they have used vacation time and lowered the amount of accumulated vacation below thirty (30) days.
- 11-2-2 Employees may take vacations at any time during the year subject to prior approval of the department supervisor and the conditions as listed below:
  - 11-2-2-1 A tentative vacation schedule for all employees shall be drawn up at each location by May 15 of each year.
  - 11-2-2-2 No more than one employee or twenty-five percent (25%), whichever is greater, of any one shop may be on vacation at any one time unless prior approval is granted by the department supervisor.
  - 11-2-2-3 If possible, the employee shall notify the immediate supervisor in writing of the intention to use vacation at least one (1) week in advance of absence.
- 11-2-3 Should an employee have a vacation leave balance at the time of retirement, resignation, or termination, he/she shall receive per diem pay for each unused vacation leave day not to exceed thirty (30) days.



# ARTICLE TWELVE

## SENIORITY

- 12-1 Seniority shall be defined as follows:
  - 12-1-1 District Seniority shall be the total length of full-time continuous and uninterrupted service in the District.
  - 12-1-2 Group Seniority shall be the total length of full-time continuous and uninterrupted service within a group. Groups shall be divided into maintenance, operations, bus Drivers and bus Attendants.
    - 12-1-2-1 Operations Seniority shall be the total length of full-time service in this group provided the employee's service in the District is continuous and uninterrupted.
    - 12-1-2-2 Maintenance Seniority shall be the total length of full-time service in this group provided the employee's service in the District is continuous and uninterrupted.
    - 12-1-2-3 Bus Driver Seniority shall be the total length of continuous and uninterrupted service as a route Driver.
    - 12-1-2-4 Bus Attendant Seniority shall be the total length of continuous and uninterrupted service as a route Attendant.
- 12-2 Group Seniority shall be used for the purpose of determining the vacation schedule prior to May 15th each year. Seniority shall not be a consideration when vacations are requested or rescheduled after the initial vacation scheduling period which ends on May 15th each year. It shall be a first-come, first-served basis after this period. Vacation approval must be granted by the Supervisor in accordance with Article 11-2-2, including approval for exceptions to the number of people absent at any one time.
- 12-3 In the case of reduction of force or the elimination of a position in a seniority group within Maintenance, Operations, Bus Drivers and Bus Attendants, a senior employee in the group may exert preference over the employee within the same group with the least District seniority.
  - 12-3-1 The senior employee must be qualified by the Office of Human Resources to perform the duties required for the position as determined based on qualifications and training documented in the employee's personnel file. The senior employee may be required to perform an activity to demonstrate ability to perform the job qualifications.
    - 12-3-1-1 If the senior employee is not qualified to perform the duties of the position held by the employee within the same group with the least District seniority, the employee may exert preference over the employee within the same group with the next least District seniority until a position is identified for which the senior employee is qualified.
  - 12-3-2 Seniority preference must be exerted in writing to the Office of Human Resources within five (5) workdays of notification of elimination of the position.
  - 12-3-3 ACME employees shall be recalled to positions for which they are qualified within their group according to seniority in the inverse order of layoff providing that the recall occurs within one year.
    - 12-3-3-1 A recalled employee shall be placed on the step of the appropriate salary classification in accordance with article 24-5
    - 12-3-3-2 A recalled employee shall then be granted an experience step, when applicable, in accordance with article 24-2.

- 12-4 Loss of District and group seniority shall result for any of the following reasons:
  - 12-4-1 Voluntary resignation
  - 12-4-2 Discharge for just cause
  - 12-4-3 Failure to return to work from a layoff or a leave of absence within five (5) workdays of notice to return (job abandonment)
- 12-5 The administration shall maintain seniority lists for each group as of October 1 of each year and provide a copy to the Association upon request.
- 12-6 In the event that the District must reduce the number of employee positions by more than 1% within ACME as designated by Article 12-1-2, the District shall give the Association thirty (30) calendar days' notice in writing.

# ARTICLE THIRTEEN

## JOB POSTING

- 13-1 All declared vacancies or new positions shall be posted as provided below.
- 13-1-1 Project Leader and Head Facility Caretaker positions or vacancies shall be posted District-wide for a period of five (5) workdays, during which time employees shall have the opportunity to make application. Qualified applicants will be interviewed for the position. The position shall not be subject to the normal bid procedure. Selection shall be exclusively by the District.
- 13-1-2 If a vacancy occurs, employees within the same building or department, working the same hours, shift and assignment may exchange assignments provided they are qualified.
- 13-1-2-1 The District shall first post the position in the school or department of the vacancy for three (3) workdays. If more than one applicant applies, then building seniority shall be the determining factor for selection.
- 13-1-2-2 When lateral movement is completed within the school location or department, then the vacancy shall be posted District-wide through the normal bid procedure.
- 13-2 Job postings shall be prepared in the Office of Human Resources and shall describe the job description, job classification, rate of pay, work start and end times, department or school work site, and the qualifications necessary for the job.
- 13-3 All vacancies shall be posted District-wide for a period of five (5) workdays, during which time employees shall have the opportunity to make application.
- 13-4 In filling any job or position subject to the Agreement, the District shall base the selection decision on the qualifications and seniority of an employee. The District shall give due regard to affirmative action principles pursuant to applicable Board policy and this Agreement. The District shall consider the seniority, evaluate the qualifications, and select the employee who is best qualified for the job. The process for selecting an employee for a position at a higher job classification is as follows:
- (1) In the event that there is only one applicant, and the applicant is a current employee who meets the qualifications of the vacancy, including a positive recommendation from their current supervisor, interviews may be waived at the discretion of department administration. When a vacancy occurs the job shall be posted listing all requirements for the position. An employee shall have five (5) working days to apply for the position.
  - (2) Employees who meet the required qualifications for the position will be included in the screening process. An Association representative, selected by the Office of Human Resources from a pool of interested employees shall be on the interview team. By September 1st each year, the Association shall provide the Office of Human Resources with a list of at least ten ACME employees to constitute the pool.
  - (3) Seniority shall govern when the qualifications of competing employees are relatively equal. The interview shall be considered along with all other qualifications in determining the final selection.
  - (4) If the District deems all current employees who bid on the position to be unqualified, the District may proceed with new hires.
- 13-5 The Office of Human Resources shall notify in writing the employee selected within twenty-one (21) calendar days. The employee shall have four (4) workdays from the date of notification to sign the

job posting acceptance form. Failure to do so shall be justification for the District to withdraw the offer and proceed to the next best qualified employee. The effective date of the new job assignment shall be the date the Board of Education approves the personnel action report submitted by the Office of Human Resources.

- 13-6 Except for Article 13-1-2, an employee shall be permitted only one (1) voluntary transfer per contract year unless the employee is transferring to a higher salaried classification.
- 13-8 District and Association representatives agree to meet as needed to review employment testing documents and job descriptions to ensure that they continue to reflect the requirements of the positions.
- 13-9 Regular Route Assignments – (Contract Bus Drivers and Attendants only)
  - 13-9-1 Daily morning and afternoon routes shall be assigned to a bus/route number.
  - 13-9-2 Midday duty assignments expected to run almost daily throughout most of the school year shall be bid as set forth in article 13-9-7.
  - 13-9-3 Bus Drivers/Attendants shall be allowed to bid for regular daily morning and afternoon routes independent of midday duty assignments or kindergarten routes.
  - 13-9-4 Bus Drivers/Attendants shall be allowed to retain their midday duty assignment when they change their daily bus/route number assignment.
  - 13-9-5 At or near the end of each academic school year, the District shall confirm the route assignments for the subsequent school year. Concurrent with such confirmation the Bus Drivers/Attendants shall confirm their intent to report for work the subsequent school year.
  - 13-9-6 When unexpected circumstances prevent the Bus Drivers/Attendants from returning to work the subsequent school year, the Bus Driver/Attendant shall notify the Transportation Supervisor as soon as their inability to return becomes known.
  - 13-9-7 When vacancies occur for either regular daily morning/afternoon routes or midday duty assignments described in 13-9-2 they shall be posted within 30 days and bid in accordance with the following process:
    - 13-9-7-1 Notice of routes open for assignment shall be posted on the bulletin board in the Driver/Attendants meeting room. Such notice shall be posted for no less than three (3) workdays when school is in session. If a route must be bid when school is not in session, Bus Drivers/Attendants shall be notified by mail and the notice shall be posted for five (5) additional workdays. When lateral movement is completed, the vacancy shall be posted District-wide through the normal bid procedure.
    - 13-9-7-2 All bus Drivers/Attendants are eligible to bid for routes.
    - 13-9-7-3 The transportation supervisor shall assign vacant regular route assignments based on seniority.
  - 13-9-8 The District reserves the right to alter routes and schedules from time to time as needed to meet the needs of the District and its students.

# **ARTICLE FOURTEEN**

## **ACTIVITY TRIPS, FIELD TRIPS AND OTHER EXTRA DUTY BUS DRIVERS AND ATTENDANTS ONLY**

- 14-1 Subject to the provisions of Article 14-4, the District shall make reasonable effort to balance the hours for Drivers and Attendants.
- 14-2 The District may consider overtime when assigning activity and field trips. The District reserves the right to limit overtime by assigning a trip to another Driver/Attendant with fewer hours.
- 14-3 Time worked shall include pre-trip and post-trip inspections at one-half (.5) Hour each except when such trips fall between regular daily routes in which case no additional time will be required for the pre-trip inspection unless the Driver is required to use a different bus. Time allowed for the post-trip inspection includes time for cleaning the bus.
- 14-4 Activity trips and field trips shall be assigned in accordance with the following guidelines:
  - 14-4-1 Activity trips and field trips shall be offered to Drivers/Attendants on a limited rotation basis to be determined by the Transportation Supervisor.
  - 14-4-2 The parties agree that not all activity and field trips can be covered by contract Drivers/Attendants. The District, therefore, may assign such trips to non-contract Drivers/Attendants. Contract Drivers shall be given priority over non-contract Drivers/Attendants.
  - 14-4-3 Activity trips and field trips shall be assigned based on qualifications.
- 14-5 When more than one bus is scheduled for a field trip or activity trip, the most senior Driver shall be in charge.
- 14-6 When one or more buses are canceled upon arrival for student pickup for a field trip or activity trip, the Transportation Supervisor or his/her designee shall determine the order in which Drivers are canceled. If the Transportation Supervisor or his/her designee is not available, Drivers with the least seniority shall be canceled first unless another Driver voluntarily accepts a cancellation. Disputes shall be settled by decision of the Transportation Supervisor or his/her designee except when unavailable in which case the most senior Driver assigned to the trip shall make the decision.
- 14-7 Bus Drivers/Attendants shall be paid for two (2) hours of work for activity and field trips canceled without advance notice except for weekend trips, which shall be paid for four (4) hours.
- 14-8 When four (4) hour or six (6) hour contract bus Drivers/Attendants are assigned to an activity trip or a field trip that conflicts with their ability to complete their contracted route(s), such Driver/Attendants shall be docked for the regularly scheduled route and paid instead for the activity or field trip.
- 14-9 Failure to accept or complete up to two activity/field trips without good cause when offered or assigned shall result in removal from the rotation for two months from the date of the last refusal. If such refusal occurs at the end of a school year, the two-month removal from the rotation shall carryover into the next school year.
- 14-10 Drivers/Attendants shall be eligible for summer work assignments. Bidding and/or rotation assignment procedures described in Articles 13 and 14 shall apply as appropriate.

# ARTICLE FIFTEEN

## ASSOCIATION RIGHTS

### 15-1 BULLETIN BOARDS

15-1-1 Bulletin board space shall be made available to the Association in each building within the District for posting Association information as follows:

1. Notice of recreational or social events
2. Notice of Association election and results
3. Safety and education
4. Notice of meetings
5. Notice of job openings
6. Other organizational material

15-1-2 The Association accepts all responsibility for material posted on the designated bulletin boards as provided in Section 15-1. Nothing of a political nature shall appear or be posted on this bulletin board. A copy of all postings shall be provided to the Director for Human Resources before posting.

15-1-2-1 The District and Association shall mutually agree to the posting of other organizational material.

15-1-3 The Administrator in charge of Human Resources shall have the right to remove the posting of any materials on the designated bulletin board, except as provided in Section 15-1. The Association shall be notified of his decision.

### 15-2 ASSOCIATION RIGHTS

15-2-1 ACME Association dues, as uniformly established by the Association, shall be withheld from an employee's pay on a monthly basis, provided there has been a signed authorization filed with the Board.

15-2-2 The Board agrees to deduct Association dues from the salaries of the bargaining unit members of the Association for membership in the Association. Bargaining unit members can join the Association at any time during the year. The Board agrees to deduct from ACME bargaining unit members' salaries, the annual amount of dues in twelve (12) equal installments during the months of September through August and to transmit all such moneys to the Association Treasurer on the last working day of each of the twelve (12) months. The dues withheld shall be an amount equal to the total dues of the United Education Profession (ACME/CEA/NEA) prorated in twelve (12) monthly equal installments. The Board shall honor dues deduction authorizations on signed membership and payroll authorization forms and shall not discriminate against properly obtained electronic signatures.

15-2-3 Regular membership dues deductions shall be made for every employee who is a member in accordance with Article 15-2-1. A bargaining unit member wishing not to pay the membership dues described above may so indicate by an individual employees' written notification by certified mail with return receipt requested. Written notification shall include the name, local, association, building and position of the employee. The certified written notification letter must be signed and received in the ACME office, with a copy sent to the District's payroll office, between August 1 through August 31. If the 31st of the month falls on a Friday, Saturday or Sunday, individual employees' certified letters must

be received by the Thursday of the preceding week. Only this method of revocation will be recognized by ACME and the District. The ACME and the District shall honor dues deduction authorizations on signed membership and payroll authorization forms and shall not discriminate against properly obtained electronic signatures.

15-2-3-1 The Association shall notify all members on or about August 1 yearly of the current authorization forms and the procedure for member's revocation.

15-2-3-2 Upon resignation, retirement or termination of employment with the District, payroll deduction for Association dues shall terminate with the employee's final District pay.

15-2-4 The Association agrees to present to the District Payroll Office no later than September 15 of each school year a list (spreadsheet) of members that have authorized dues deduction and a statement from the treasurer of the Association certifying the amount of professional dues to be deducted from each member's salary. The Board agrees to deduct dues at the appropriate amount when the Association presents the name(s) of any new member(s) to the District Payroll Office throughout the year. The Association shall retain in its records the membership and dues deduction authorization forms for each member and upon request by the District produce those forms or, if relevant, the confirmation email sent to the members who joined the Association electronically. All ACME membership information obtained by district administrators must be treated as confidential and must not be shared with any outside party not employed by or affiliated with Pueblo District 60 unless otherwise required by law. The District will notify the Association of any legal request related to membership information statement itemized by the employee, together with the total dues deducted, shall be transmitted monthly to the Secretary-Treasurer of the Association.

15-2-5 Any member who wishes to revoke their membership outside of the revocation period of August 1 through August 31 shall be allowed to stop dues deduction upon notification by the Association that the member has complied with the Association's resignation/revocation process. The association will notify the district within thirty (30) days of receiving such request

### 15-3 USE OF DISTRICT SERVICES AND FACILITIES

15-3-1 The Association shall have the right to use school buildings for Association meetings provided advance approval is granted by the District in accordance with the District Facility Use Guidelines.

15-3-2 The Association shall have the right to deliver and receive materials through the school courier service.

15-3-3 The Association shall have the right to place notices, circulars and other material relevant to the Association's activities into employees' mail boxes and on Association bulletin board space.

15-3-4 The Association accepts full responsibility for material it has posted on bulletin boards and/or delivered through the District mail system.

15-3-4-1 As a courtesy, a copy of all general announcements and postings shall be forwarded to the Office of Human Resources.

15-4 The Association shall have the right to representation on the District Calendar Committee.

15-5 The Association shall have a representative on the District Facilities Improvement Committee.

## **ARTICLE SIXTEEN**

### **SAFETY**

- 16-1 An employee injured during the hours of employment shall report the injury to the immediate supervisor as soon as possible. If the injury requires a physician or hospital care, transportation arrangements shall be made by the immediate supervisor.
- 16-2 It shall be the responsibility of employees to notify the immediate supervisor in writing of equipment requiring service or repair. The supervisor shall write a work order or contract the appropriate service for repair and report back to the Foreman within five (5) work days or within twenty-four (24) clock hours if the situation is life threatening.
- 16-2-1 Unsafe equipment which endangers employees or students shall not be put into operation. A supervisor shall be notified immediately and a determination shall be made concerning the work assignment involving said equipment and operator.

## **ARTICLE SEVENTEEN**

### **MAINTENANCE OF PLANT PROPERTY**

- 17-1 In the event of a work stoppage or strike, the Association guarantees to provide members of the Association to maintain the machinery, operating systems and general property of the District in safe and efficient working conditions. Such employees shall be used only for work tasks normally performed by the employee.



# **ARTICLE EIGHTEEN**

## **APPRENTICESHIP AND TRAINEE PROGRAMS**

### **(Maintenance & Operations Employees Only)**

- 18-1 The guidelines for all trainee programs are as follows:
- 18-1-1 The trainee program shall consist of two (2) years to four (4) years to be determined by the District. A year shall be defined as one (1) full year of employment on the District payroll beginning on the trainee's anniversary date and running concurrently thereafter. The starting date of the trainee program shall be the beginning day in the program and shall be known as the anniversary date for determining the total length of time in the program.
  - 18-1-2 During the training period, upon successful completion of each year of training, a stipend shall be awarded comparable to the employee's progress toward completion of the training program. For example, someone moving from general utility to a skilled journeyman over a two- year training period would receive as a stipend, one-half of the difference between the current salary and the salary they would be paid in the new classification. Someone in a four-year program would receive an additional one-fourth of the difference at the end of each successfully completed training year.
  - 18-1-3 Stipend changes shall occur on the trainee's anniversary date. Annual wage increases shall occur as stated in Article Twenty-Four. Stipends will be discontinued if a trainee does not successfully complete the training program.
  - 18-1-4 Bidding shall be permitted on posted positions during the training period subject to approval by the Executive Director of Facilities. Trainees shall not be guaranteed the right to return to their former positions in the event they fail to complete a trainee program.
  - 18-1-5 At any time during the training period there is reasonable doubt that the trainee is capable of successfully completing the trainee program, a review committee composed of three (3) representatives from Administration and two (2) representatives from ACME shall meet and decide if the trainee shall continue in the program or return to a vacant position in the District for which the trainee is qualified. One (1) representative from the Administration shall serve as chairman of the review committee, voting only in case of a tie vote. A majority vote of the committee shall determine final action disposition.
  - 18-1-6 Upon request the Executive Director of Facilities may consider waiving the time remaining in an individual trainee's program.
  - 18-1-7 The Administration reserves the right to determine training opportunities and make the selection for the trainee program and shall not discriminate against any employee on the basis of race, creed, color, sex, sexual orientation, gender identity/expression, marital status, national origin, religion, ancestry, age, disability, genetic information, pregnancy or childbirth status, other status protected by law, or membership or non-membership in the Association.

# ARTICLE NINETEEN

## EMPLOYEE RIGHTS

- 19-1 An employee shall be regarded as a probationary employee during the entire first year of employment in the District. Probationary employees may be discharged at the discretion of and as exclusively determined by the District, and such action shall not be permitted a review through the grievance procedure.
- 19-2 The District shall retain the sole right to establish, adopt, publish, change, amend and enforce rules and policies for employees to follow, not in conflict with the terms of this Agreement. The District shall retain the right to warn, reprimand, lay off and transfer any and all employees who violate these policies or rules, and such action may be permitted a review through the grievance procedure.
- 19-3 The District shall retain the right to discharge, demote, suspend and issue letters of reprimand for just cause to any and all employees who violate these policies or rules.
- 19-4 An employee shall be notified, in writing, of any complaint made against an employee that results in a formal investigation.
- 19-5 An employee shall have the right to a representative of his/her choice in the event the employee is to be reprimanded or disciplined, except the representative may not be a representative of another Association outside the UniServ unit.
- 19-6 Employees shall receive a copy of all written disciplinary actions or reprimands.
- 19-7 An employee shall be notified of any disciplinary action or reprimand. The employee has the right to provide a written rebuttal within five (5) work days to the discipline or reprimand, and the rebuttal will be placed in the employee's personnel file.
- 19-8 There shall be only one official personnel file maintained by the District for each ACME employee.
- 19-9 ACME employees shall have access to their personnel files in accordance with the Colorado Open Records Law.
- 19-9-1 The District shall not place any item in an employee's personnel file without the employee's knowledge.
- 19-9-2 An employee shall have the right to file a rebuttal to items in his/her personnel file determined by the employee to be derogatory.
- 19-10 Written notations reflecting upon an aspect of an ACME employee's conduct, which notations do not constitute a formal written warning, shall be of no force and effect if not reduced to formal written discipline within 1 year of when the notation was written.
- 19-11 Any written reprimands or disciplinary reports in an employee's personnel file as a result of a class 1 offense, first offense, may be expunged, at the request of the employee, three (3) years after the infraction if no other reprimands have occurred. An employee must make the request in writing to the Human Resources Department.
- 19-12 District work rules and call-off procedures shall be posted on the District website and shall be available upon request through the immediate supervisor. All ACME employees shall be given a copy of the District work rules and call off procedures upon initial employment and at the beginning of any contract year when the District work rules or call-off procedures have been revised. When there is a general distribution of revised work rules or call-off procedures each employee shall initial beside his name on a list to verify that they have received the work rules and call off procedures.

- 19-13 Evaluation of non-probationary ACME employees shall be conducted according to the performance evaluation plan developed by the Classified Staff Performance Evaluation Committee
- 19-13-1 The evaluation plan shall not be tied to performance pay during the term of this contract.
- 19-13-2 Compliance with the evaluation process and/or an overall unsatisfactory evaluation are proper subjects for the grievance procedure.
- 19-14 Project leaders and facility head custodians may be required to provide informal written input on employees in their shop/site and report to their supervisors about the quality and quantity of work employees perform.
- 19-15 The District shall make a reasonable effort to provide professional development training necessary for ACME employees to perform their job responsibilities.

## **ARTICLE TWENTY MANAGEMENT RIGHTS**

20-1 The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, responsibilities and prerogatives conferred upon and vested in it by the laws and the Constitution of the State of Colorado and of the United States. The exercise of these powers, rights, authority, duties, responsibilities and prerogatives by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

## **ARTICLE TWENTY-ONE WAIVER**

21-1 The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, except as provided in Article Four, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated unless mutually agreeable to both parties, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

## **ARTICLE TWENTY-TWO TOTAL AGREEMENT**

22-1 This Agreement supersedes any previous Agreements between the Board and the Association and constitutes the entire Agreement between the parties.

## **ARTICLE TWENTY-THREE CONCERTED ACTION**

- 23-1 During the term of this Agreement, the Association shall not authorize, sanction, condone or acquiesce in, nor shall any employee take part in, any strike or work stoppage of any kind or nature. Strikes, sick-outs and work stoppages shall be deemed to include, but are not limited to, the following: slowdowns, stoppages of any kind, sit-ins, refusal to perform regularly assigned duties, or any other type of interference of any kind whatsoever with the operations, singularly or jointly, of the School District.
- 23-2 In the event of any action in violation of this Agreement, the Association shall forthwith post notices immediately at any or all schools and sites affected, advising that such action is in violation of this Agreement and unauthorized by the Association. The Association shall further advise any and all employees involved, including notification to the communications or press media, if requested by the School District, that such employees are in violation of the Agreement and that all employees involved shall return forthwith to their regular duties. The Association shall further be expected to take any and all other action reasonably within its power to bring the activity to an end. If the Association takes the foregoing steps and has not acted in violation of its obligations under the Agreement, it shall not be liable in any way for such activities.
- 23-3 If at any time during the duration of this Agreement this Article is violated by the Association, then all Articles of this Agreement shall be null and void and inoperative for the duration of this Agreement.
- 23-4 The Association acknowledges that it has been advised that the Board's position is that the Board has the right to discipline, including dismiss any employee for taking part in any violation of this Article. In this regard the Association understands that the Board shall consider any participation by any employee in any violation of this Article to be an abandonment of such employee's contract.

# ARTICLE TWENTY-FOUR

## SALARIES

24-1 The salary schedule for employees covered by this Agreement shall be effective September 1, 2020 as set forth in Appendix A, attached hereto and made a part hereof.

\* The parties agree that the entire Article 5-3 gives either party the ability to open any issue and negotiate that issue, including salary.

24-2 When applicable, a step increase shall be granted to Maintenance and Operations employees who complete a minimum of six months of work experience during the previous twelve (12) month period. When applicable, a step increase shall be granted to Bus Drivers/Attendants who worked at least ninety (90) days during the previous school year. Step increases shall be effective on September 1, 2020 for the 2020-21 school year.

24-3 Employees shall not receive compensation for attendance of classes or special training programs to secure special endorsement unless authorized in writing by the immediate supervisor.

24-4 Employees who are reclassified shall be placed in the new salary classification as follows:

24-4-1 Within job classification - remain at same step.

24-4-2 Lower job classification - placed on step at lower classification as previously held in higher classification.

24-4-3 Higher job classification - placed on step equal to or higher in wages than held in lower classification.

24-5 Salary schedules include the following:

Appendix A Maintenance & Operations

24-6 Per Tentative Agreement between the District and the Association and finalized on September 27, 2011, the Association agrees to:

- a salary freeze beginning September 1, 2011 unless another bargaining group's negotiations are re-opened. This does not include differences in salary among the various bargaining units.
- No furlough days will be enforced during the term of this Agreement.

24-7 Longevity Pay

24-7-1 As of September 1 each year, ACME employees who have completed consecutive years of full-time service within the ACME group of Pueblo School District 60 shall receive the following longevity pay:

16 to 20 years .....	\$550
21 to 24 years .....	\$700
25 years or more .....	\$950

# Appendix A

## CUSTODIAL AND MAINTENANCE EMPLOYEES SALARY SCHEDULE

September 1, 2020 through August 31, 2021								
Steps	Custodians	Elementary Facility Head Custodian	Middle School Facility Head Custodian (1)	High School Facility Head Custodian	Skilled Trades/ General Utility (2)	Advance Skilled Trades (3)	Licensed/ Certified Journey Trades (4)	Project Leaders (5)
1	\$28,802	\$29,570	\$30,720	\$32,470	\$36,001	\$37,163	\$43,193	\$44,750
2	\$29,595	\$30,383	\$31,566	\$33,362	\$36,991	\$38,185	\$44,380	\$45,981
3	\$30,409	\$31,219	\$32,433	\$34,279	\$38,008	\$39,235	\$45,602	\$47,246
4	\$31,245	\$32,077	\$33,325	\$35,222	\$39,054	\$40,314	\$46,857	\$48,546
5	\$32,104	\$32,959	\$34,242	\$36,191	\$40,127	\$41,422	\$48,148	\$49,881
6	\$32,987	\$33,865	\$35,164	\$37,187	\$41,230	\$42,562	\$49,469	\$51,252
7	\$33,894	\$34,797	\$36,151	\$38,209	\$42,365	\$43,732	\$50,828	\$52,662
8	\$34,826	\$35,754	\$37,146	\$39,260	\$43,530	\$44,934	\$52,227	\$54,110
9	\$35,784	\$36,737	\$38,167	\$40,340	\$44,727	\$46,171	\$53,663	\$55,598
10	\$36,768	\$37,748	\$39,217	\$41,449	\$45,957	\$47,440	\$55,138	\$57,126
11	\$37,780	\$38,786	\$40,294	\$42,589	\$47,220	\$48,744	\$56,654	\$58,697
12	\$38,818	\$39,852	\$41,402	\$43,760	\$48,519	\$50,084	\$58,213	\$60,312
13	\$39,886	\$40,948	\$42,541	\$44,964	\$49,853	\$51,461	\$59,813	\$61,970
14	\$40,983	\$42,075	\$43,711	\$46,200	\$51,223	\$52,877	\$61,458	\$63,675
15	\$42,110	\$43,231	\$44,913	\$47,471	\$52,633	\$54,331	\$63,148	\$65,425

## Appendix A

### CUSTODIAL AND MAINTENANCE EMPLOYEES SALARY SCHEDULE

September 1, 2021 through August 31, 2022								
Steps	Custodians	Elementary Facility Head Custodian	Middle School Facility Head Custodian (1)	High School Facility Head Custodian	Skilled Trades/ General Utility (2)	Advance Skilled Trades (3)	Licensed/ Certified Journey Trades (4)	Project Leaders (5)
1	\$29,666	\$30,457	\$31,642	\$33,444	\$37,081	\$38,278	\$44,489	\$46,093
2	\$30,483	\$31,294	\$32,513	\$34,363	\$38,101	\$39,331	\$45,711	\$47,360
3	\$31,321	\$32,156	\$33,406	\$35,307	\$39,148	\$40,412	\$46,970	\$48,663
4	\$32,182	\$33,039	\$34,325	\$36,279	\$40,226	\$41,523	\$48,263	\$50,002
5	\$33,067	\$33,948	\$35,269	\$37,277	\$41,331	\$42,665	\$49,589	\$51,377
6	\$33,977	\$34,881	\$36,219	\$38,303	\$42,467	\$43,839	\$50,953	\$52,790
7	\$34,911	\$35,841	\$37,236	\$39,355	\$43,636	\$45,044	\$52,353	\$54,242
8	\$35,871	\$36,827	\$38,260	\$40,438	\$44,836	\$46,282	\$53,794	\$55,733
9	\$36,858	\$37,839	\$39,312	\$41,550	\$46,069	\$47,556	\$55,273	\$57,266
10	\$37,871	\$38,880	\$40,394	\$42,692	\$47,336	\$48,863	\$56,792	\$58,840
11	\$38,913	\$39,950	\$41,503	\$43,867	\$48,637	\$50,206	\$58,354	\$60,458
12	\$39,983	\$41,048	\$42,644	\$45,073	\$49,975	\$51,587	\$59,959	\$62,121
13	\$41,083	\$42,176	\$43,817	\$46,313	\$51,349	\$53,005	\$61,607	\$63,829
14	\$42,212	\$43,337	\$45,022	\$47,586	\$52,760	\$54,463	\$63,302	\$65,585
15	\$43,373	\$44,528	\$46,260	\$48,895	\$54,212	\$55,961	\$65,042	\$67,388

**LONGEVITY PAY:**

16 to 20 years .....	\$800
21 to 24 years .....	\$950
25 years or more .....	\$1,200



# CUSTODIAL AND MAINTENANCE EMPLOYEES SALARY SCHEDULE

September 1, 2020 – August 31, 2023

- 1) Skilled trade utility Workers' are multi-skilled in any number of the following trades:

General Utility Worker	Grounds Care
Stadium Caretaker	Warehouse Driver
Roofer Helper	Maintenance Security
- 2) Advanced skilled trades include the following:

Floor Repair	Painter
Roofer	Boiler Preventative Maintenance
Warehouse Attendant	
- 3) Licensed/certified journey trades include the following:

Auto Mechanic	Electrician
Carpenter	Plumber
Steamfitter/welder	HVAC
Locksmith	Sprinkler System/backflow Technician
Electronics Technician	
- 4) The project leader job classification includes project leaders and assistant project leaders as determined by the Office of Human resources in the following trades:

Carpenter	Mechanic
Electrician	Painter
Grounds	Plumber
HVAC	Warehouse

# ATTESTATION

THE PROVISIONS OF THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE FIRST DAY OF SEPTEMBER, 2020, AND ALL PROVISIONS OF THIS AGREEMENT SHALL REMAIN AND CONTINUE IN FULL FORCE AND EFFECT THROUGH THE THIRTY-FIRST DAY OF AUGUST, 2023.

IN WITNESS WHEREOF, THE PARTIES HEREUNTO SET THEIR HANDS AND SEALS THIS  
25TH DAY OF           AUGUST          , 2020.

PUEBLO SCHOOL DISTRICT NO. 60  
in the County of Pueblo  
and State of Colorado

ASSOCIATION OF  
CUSTODIAL AND MAINTENANCE  
EMPLOYEES

By           SIGNATURE ON FILE            
President, Board of Education

By           SIGNATURE ON FILE            
President

By           SIGNATURE ON FILE            
Vice President, Board of Education

By           SIGNATURE ON FILE            
Vice President

# Memorandum of Understanding

## Association of Custodial and Maintenance Employees and Pueblo School District No. 60

August 2021

The parties mutually agree to the following revisions to the Negotiated Agreement to implement a four-day instructional school week that will go in to effect in the 2021-22 school year beginning September 1, 2021 and expiring August 31, 2023.

- Maintenance and Operations employees' work shall be scheduled on the basis of a 37.5 hour work week or 7.5 hours each day.
- Should a higher class assignment amount to at least seven and a half (7.5) hours of a maintenance and operations employee's workweek, the employee shall be paid at the higher rate for such work.
- Employees' hourly pay rates will be adjusted to reflect the annual salary divided by the number of Contract Work Days and that daily rate divided by the number of hours in a Workday.
- Parties agree to meet no later than May 15, 2023 to discuss possible adjustments and extension for the 2023-2024 school year or adoption into the negotiated agreement during successor negotiations in the spring of 2023.

PUEBLO SCHOOL DISTRICT NO. 60  
in the County of Pueblo  
and State of Colorado

ASSOCIATION OF  
CUSTODIAL AND MAINTENANCE  
EMPLOYEES

By                     SIGNATURE ON FILE                      
President, Board of Education

By                     SIGNATURE ON FILE                      
President

Date                     ON FILE                    

Date                     ON FILE                    

By                     SIGNATURE ON FILE                      
Vice President, Board of Education

By                     SIGNATURE ON FILE                      
Vice President

Date                     ON FILE                    

Date                     ON FILE

# Memorandum of Understanding

## Association of Custodial and Maintenance Employees and Pueblo School District No. 60

August 2021

The Parties mutually agree that the following is a complete list of the agreed-upon revisions to their agreement, and fully and finally settles the 2021-22 round of collective bargaining negotiations between Pueblo School District 60 and ACME.

1. Steps for the 2021-2022 school year will be paid beginning September 2021; Steps for the 2022-23 school year will be paid beginning September 2022; and
2. An across-the-board increase of 3% will be applied to the ACME salary schedule for the 2021-22 school year, and will apply to employees represented by the bargaining unit beginning September, 2021. An across-the-board increase will be applied to the ACME salary schedule for the 2022-23 school year to ensure an overall program increase of 4.8% to the total cost of salaries for the ACME bargaining unit for the year, and will apply to employees represented by the bargaining unit beginning September, 2022; the parties will meet in June 2022 to compute the step increase cost for the bargaining unit and calculate an appropriate COLA increase to ensure the program increase described above; and
3. Each Longevity step will be increased by \$250 beginning with the 2021-22 school year.
4. Changes in language of Article 15 will be made in accordance with the tentative agreement signed August 4, 2021 by both parties, and incorporated herein as Appendix B; and
5. Both parties agree to the COVID-19 Work and Leave Provisions document, attached and incorporated herein as Appendix C, and agree to incorporate it as an independent Memorandum of Understanding effective for the 2021-22 school year.
6. The parties agree to delete article 11-2-2-1.
7. There will be no further Interim negotiations for the duration of the current contract. Negotiations for a successor agreement as described in article 4-3 will take place in accordance with the agreement. Article 4-2 will still apply as required by state law.

PUEBLO SCHOOL DISTRICT NO. 60  
in the County of Pueblo  
and State of Colorado

ASSOCIATION OF  
CUSTODIAL AND MAINTENANCE  
EMPLOYEES

By                     SIGNATURE ON FILE                      
President, Board of Education

By                     SIGNATURE ON FILE                      
President

Date                     ON FILE                    

Date                     ON FILE                    

By                     SIGNATURE ON FILE                      
Vice President, Board of Education

By                     SIGNATURE ON FILE                      
Vice President

Date                     ON FILE                    

Date                     ON FILE

# Appendix C

## COVID 19 Work and Leave Provisions

1. The education of students and the safety of students and staff is of paramount importance to the district and ACME. As such, this MOU encourages all employees who are able to do so to receive the COVID-19 vaccine and to meet the qualifications for being fully vaccinated prior to the start of the 2021-22 academic year, or as soon after the start of the school year as possible. This effort is encouraged for all ACME employees to protect their own safety and the safety of others as well as to minimize any further disruption to in-person learning for D60 students whose education has been adversely affected by the COVID-19 pandemic.
2. The district understands that there are some employees who, due to the impact of the COVID-19 pandemic, prefer not to return to work for the 2021-22 school year. In consideration of those employees, the District will continue to offer a "Special Extended COVID-19 Leave of Absence." This is an unpaid leave, and does not guarantee or hold an employee's current position. It does assure an employee that they may return to work in a position that they are qualified for if there is a vacancy at the time of the employee's return.
3. Pueblo School District 60 and the Association for Custodial and Maintenance Employees agree to grant requests for paid COVID-19 leave for the 2021-2022 school year in the following circumstance.
  - a. Fully vaccinated individuals are exempt from quarantine unless CDC guidance is updated to reflect current pandemic conditions.
  - b. If an employee is directed to quarantine or isolate due to a COVID-19 exposure or a confirmed case at their worksite, and has used 8 days of his or her Annual excused leave for school directed quarantine or isolation, the District shall grant the employee up to an additional 8 days of COVID-19 leave if remote work/distance learning is not utilized.
  - c. In the case that an employee could not be vaccinated and has the medical documentation in accordance with CDC medical recommendations to support his/her inability to get vaccinated, the District will grant up to a maximum of 8 days of applicable leave after the employee has used 8 of his or her own personal leave days.
  - d. D60 will only consider a medical exemption for COVID-19 vaccination for a bona fide medical contraindication in accordance with CDC recommendations.
  - e. If after using the 8 days of district-supported COVID-19 leave, the employee still needs to quarantine or isolate or needs to quarantine or isolate due to a subsequent COVID-19 matter, then he/she will return to using his/her own personal leave or apply to the Sick Leave Bank, if applicable.
4. The District and ACME encourage the Sick Leave Bank Board to consider the following COVID-19 leave options for the 2021-2022 school year:
  - a. If an employee has exhausted all personal leave and must isolate due to a positive COVID-19, then he/she may apply to the district's Sick Leave Bank. In such cases, sick bank leave will only be considered for individuals who have exhausted all of their leave, and who have tested positive for COVID-19, and who were previously vaccinated or are unable to get vaccinated in accordance with CDC medical recommendations. By submitting a COVID-19 related application to the Sick Leave Bank, there is no guarantee that it will be approved. The Sick Leave Bank alone determines eligibility, as the Sick Leave Bank Board members are responsible for managing the Bank.
  - b. If an employee has exhausted all personal leave and must quarantine due to being considered

a “close contact” to a verified COVID-19 positive or probable case at their worksite, then he/she may apply to the district’s Sick Leave Bank. In such cases, sick bank leave will only be considered for individuals who have exhausted all of their leave, and who are required to quarantine due to being considered a “close contact” to a COVID-19 positive or probable case at their worksite, and who are unable to get vaccinated in accordance with CDC medical recommendations. By submitting a COVID-19 related application to the Sick Leave Bank, there are no guarantee that it will be approved. The Sick Leave Bank alone determines eligibility, as the Sick Leave Bank Board members are responsible for managing the Bank.

- c. Human resources or another administrator will notify employees of their eligibility for up to the 8 days of leave when they are informed of quarantine.