

MEET AND CONFER AGREEMENT

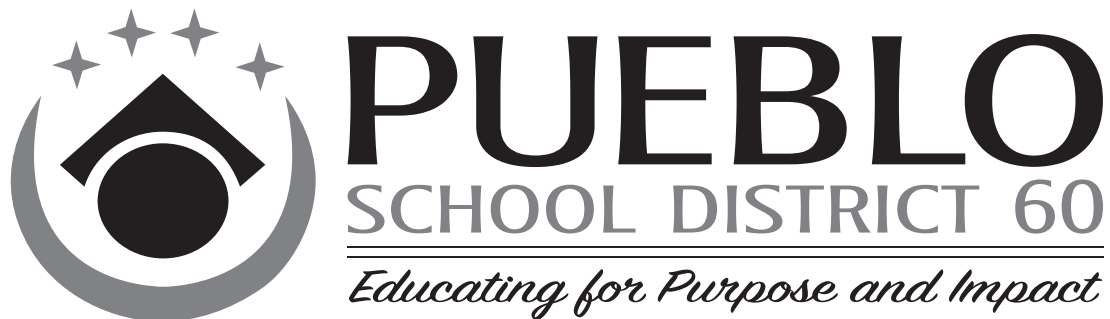
BETWEEN

PUEBLO SCHOOL DISTRICT NO. 60

IN THE COUNTY OF PUEBLO

AND

STATE OF COLORADO



AND THE

**EXECUTIVE and ACCOUNTING
ASSISTANTS**

**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 WrightVice 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

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 Aaron Bravo, 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.

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ARTICLE ONE

DEFINITIONS

- 1-1 The term **EXECUTIVE AND ACCOUNTING ASSISTANTS** as used in this Agreement shall refer to all full time employees formerly referred to as Executive Secretaries and Accounting Assistants as of September 1, 2004.
- 1-2 The term **BOARD** or **DISTRICT** shall mean Pueblo School District No. 60 aka Pueblo School District No. 60 in the city of Pueblo, County of Pueblo, State of Colorado.
- 1-4 The term **SUPERINTENDENT** shall mean the Superintendent of Schools of Pueblo School District No. 60, County of Pueblo, State of Colorado, or his designee.
- 1-5 The term **PARTY OR PARTIES** shall mean the Board of Education of Pueblo School District No. 60, County of Pueblo, State of Colorado, or its representatives acting in its behalf, and the Executive and Accounting Assistants or their representatives acting in their behalf.
- 1-6 The term **WORKDAY** shall mean that period of time when Executive and Accounting Assistants are required to perform their duties and/or to be present at a given building or location.
- 1-7 The term **CONTRACT WORK YEAR** shall consist of the number of workdays scheduled for each Executive and Accounting Assistant as shown on the official school calendar, when she must be present at a given building or site and perform such responsibilities and duties as shall be assigned by the immediate supervisor.

ARTICLE TWO

GENERAL TERMS

- 2-1 The Board shall not discriminate against any executive or accounting assistant on the basis of race, creed, color, national origin, sex, sexual orientation, gender identity/expression, age, marital status, membership or non-membership in any organization.
- 2-2 This Agreement constitutes Board policy and the Board and the executive and accounting assistants shall carry out the commitments contained herein and give them full force and effect.
- 2-3 It is recognized the District is considered the primary employer of all executive and accounting assistants. As such, the Board is due certain responsibilities and obligations from such executive and accounting assistants in respect to terms and conditions of employment which include, but are not limited to, performing clerical services and other duties and responsibilities as directed by their immediate supervisors.
- 2-4 If any provision of this Agreement shall be found contrary to law, then such provision 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.

ARTICLE THREE AGREEMENT

- 3-1 This Meet and Confer Agreement will remain in effect for the period of September 1, 2020 through August 31, 2023.
- 3-2 All financial obligations of the Board (within the meaning of the term “Financial Obligation” under Article X, Section 20 of the Colorado Constitution (TABOR) and CRS 22-32-110 (5) and CRS 22-44-115) set forth in this Agreement are subject to annual appropriation by the Board of Education and the provisions of this Agreement. The Board may reopen the salary and benefit provisions of this Agreement by providing written notice by May 15, of each year. The parties agree to meet within five (5) days of such notice to discuss such provisions.
- 3-3 The Board, through its designated representative, agrees to meet prior to the expiration of this Agreement with a representative group of executive and accounting assistant employees for the purpose of conducting discussions on matters regarding the terms and conditions of employment.
- 3-4 Either the District or the executive and accounting assistant employees may request to open the Meet and Confer process after January 15, but before February 1, 2023, for a successor agreement.
- 3-5 The Parties agree to limit the number of articles brought to the meet and confer process to no more than six (6) articles each excluding salaries and insurance.
- 3-6 Both Parties agree to meet and confer in good faith. Good faith is defined as an honest attempt to resolve issues which arise during the meet and confer process. Both parties agree to present reasonable proposals, which demonstrate educational and fiscal responsibility.
- 3-7 This Agreement supersedes any previous written Agreement between the Board and the executive and accounting assistant employees and constitutes the entire written Agreement between the Parties.
- 3-8 At any time during the term of this Agreement, either Party may request a meeting to discuss any issue or concern. The Parties agree to meet within ten (10) days of the request to explore discuss, and explore the issue or concern. If the Parties resolve the issue or concern, such resolution will be incorporated into a memorandum of understanding which shall remain in effect until the expiration of the current Agreement. If no resolution is achieved, the Party may discuss it during successor agreement negotiations.

ARTICLE FOUR

COOPERATIVE DISCUSSION PROCEDURE

- 4-1 The Board, through its designated representative, shall meet with a representative group of executive and accounting assistants for the purpose of good faith discussions on matters regarding the executive and accounting assistants' contractual terms and conditions of employment.
- 4-2 Discussions shall be conducted at times and places mutually agreeable to the representative named by each Party; however, every effort should be made to schedule discussion meetings at times which least interfere with the executive and accounting assistants' work schedules.
- 4-3 Tentative results of the discussions shall be reduced to writing and presented to the Board for consideration.
- 4-4 In the event the District's annual budget is not approved by the proper authorities or the Board rejects the discussion items submitted for consideration, discussions shall be reopened in a good-faith effort to reach a mutual understanding.
- 4-5 No public statements or news media releases regarding discussions shall be made by the Parties.

ARTICLE FIVE

COMPLAINT PROCEDURE

- 5-1 In an effort to assure favorable communications and maintain a high degree of morale, the following procedure is established for resolving complaints involving a member of the executive and accounting assistant staff.
 - 5-1-1 The complaint shall first be discussed with the executive or accounting assistant's immediate supervisor in an effort to resolve the problem.
 - 5-1-2 If the complaint is not satisfactorily resolved at the immediate supervisory level, the executive or accounting assistant may discuss the matter with the administrator in charge over the division or department. The decision shall be final and binding.
- 5-2 In the best interests of the Parties involved and to insure the highest ethical and professional standards, discussions throughout the complaint procedure shall be held in strict confidence.

ARTICLE SIX PERFORMANCE

- 6-1 The executive and accounting assistants shall be evaluated according to the district educational support staff personnel evaluation tool. Employees will be evaluated yearly. Evaluations will include a pre and post conference with an employee's supervisor each year.
- 6-2 If the performance of an executive or accounting assistant is deemed below standard, the following procedure shall be followed:
- 6-2-1 The executive or accounting assistant shall receive written notification from the immediate supervisor that his/her performance is below standard. Detailed written explanation for the basis of such determination and the specific areas requiring improvement shall be given.
- 6-2-2 An improvement plan shall be developed by the supervisor in cooperation with the employee. The employee will have 30 workdays to improve to an acceptable level in accordance with the improvement plan.
- 6-2-3 If, at the end of the improvement plan, the executive or accounting assistant's below standard performance has not been corrected, the executive or accounting assistant may be recommended for dismissal or reassignment.

ARTICLE SEVEN REASSIGNMENT

- 7-1 An executive or Accounting Assistant reassigned to another position within the District shall be given written reasons for the reassignment. Opportunity for discussion regarding the reassignment shall be made available.

ARTICLE EIGHT WORK STOPPAGE

- 8-1 In the event of a strike, work stoppage, withholding of services, or any related concerted action by an employee or group of employees in the District, executive and accounting assistants, upon the direction of their immediate supervisors, shall report to their work sites and perform such responsibilities and duties as shall be assigned by their immediate supervisors.

ARTICLE NINE MANAGEMENT RIGHTS

- 9-1 The Board of Education, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, 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 TEN

LEAVE POLICY

10-1 ANNUAL EXCUSED LEAVE

10-1-1 Executive and accounting assistants on active duty the first day of the contract year shall accrue eighteen (18) days of excused leave with full pay each year.

10-1-1-1 If the executive or accounting assistant's effective date of employment is after the beginning of the current contract year, the executive or accounting assistant shall accrue excused leave on a pro rata basis.

10-1-2 It shall be the responsibility of the executive or accounting assistant to notify the immediate supervisor of any absence from the regular work assignment. Notification shall be made according to the customary and established practices and procedures used in the District. Excused leave will be charged on the basis of quarter hour increments for each hour or portion of an hour used.

10-1-3 Annual excused leave granted during each current contract year may be used for any approved purpose.

10-1-3-1 Approved Purposes:
Personal Medical Disability
Medical Disability or Death in the Immediate Family
Death of Other Relative
Childbirth/ Adoption
Personal Leave

10-1-3-2 No more than three (3) consecutive excused leave days may be used at any one time. However, if additional days are needed they must be authorized by the immediate supervisor before they are used.

10-2 ACCUMULATED EXCUSED LEAVE

10-2-1 Unused excused leave shall be accumulated from year to year.

10-2-2 Accumulated excused leave shall be used only for the following purposes:

Personal Medical Disability
Medical Disability or Death in the Immediate Family
Death of Other Relative
Childbirth/ Adoption

10-2-3 The date of resignation for executive and accounting assistants who resign or retire because of medical disability and have accrued accumulated excused leave to their credit shall be the last workday covered by excused leave earned for the current work year plus any accumulated excused leave.

10-2-4 The date of resignation for executive and accounting assistants who resign or retire because of medical disability and have accrued accumulated excused leave to their credit shall be the last workday covered by excused leave earned for the current work year plus any accumulated excused leave.

10-2-5 An executive or accounting assistant absent from work for any reason shall notify the immediate supervisor when she shall return to work. Notice of the executive

or accounting assistant's intention to return must be given to the immediate supervisor by the close of work the preceding day, or not later than 6:30 a.m. of the day she shall return to work, in order that the immediate supervisor can make the necessary arrangements for the return.

10-2-6 After the annual excused leave granted for the current contract year is used, absences not covered by accumulated excused leave shall be deductible at the executive or accounting assistant's current daily rate of pay for each day of absence.

10-2-7 An executive or accounting assistant absent from work for five (5) consecutive days or more due to medical disability shall be required to furnish a physician's statement stating the nature and anticipated duration of the absence. An executive or accounting assistant shall not be permitted to return to work until the physician's statement is presented to the immediate supervisor.

10-3 MEDICAL LEAVE

10-3-1 Employees who are medically disabled and unable to continue work and have exhausted their excused leave benefits or desire not to use excused leave may be granted a medical leave of absence without salary for the duration of the medical disability but not to exceed a period of 120 working days. If the employee returns to work during the 120-working day period, the employee shall be placed in the previous assignment. Verification of medical disability by a licensed physician shall be required.

10-3-1-1 Medical leave without salary and fringe benefits may be renewed by the Board upon the recommendation of the Superintendent for one (1) additional contract year.

10-3-1-2 If the employee returns to work during the extended medical leave, 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 prominent factors in filling such vacancies.

10-3-2 When executive and accounting assistants on medical leave are able to return to work, they shall be reinstated on the executive and accounting assistants' Salary Schedule at the level and step they were on when they were granted such leave.

10-3-2-1 Before returning to work, the executive or accounting assistant shall be required to submit a physician's certificate of fitness to work to the Office of Human Resources.

10-4 PARENTAL LEAVE

10-4-1 Parental leave without salary and fringe benefits may be granted to executive and accounting assistants for the purposes of child rearing, child care or adoption.

10-4-2 Parental leave may be granted for a period of time not to exceed a maximum of two (2) consecutive contract years.

- 10-4-3 At the request of the Office of Human Resources, the granting of a parental leave may require evidence of need.
- 10-4-4 Return from parental leave shall be at the beginning of the contract year according to positions and vacancies available. When two (2) or more executive or accounting assistants returning from parental leave are qualified for a single opening, the executive or accounting assistant who has 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 prominent factors in filling such vacancies.
- 10-4-5 Notice of intent to return from parental leave shall be given to the Office of Human Resources on or before April 1 preceding the contract year the executive or accounting assistant requests to return to work.
- 10-4-6 Upon return from parental leave, the executive or accounting assistant shall be reinstated on the executive and accounting assistants' Salary Schedule at the column and step they were on prior to taking leave.
- 10-5 MILITARY LEAVE
- 10-5-1 Executive and accounting assistants of the District 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) The executive or accounting assistant 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 executive or accounting assistant must submit a statement from the commanding officer of satisfactory service performed and rate of pay received for such service. The District shall then reduce the executive or accounting assistant's District salary by a like amount but not to exceed the current daily rate of pay for a District substitute skilled secretary for each day the executive or accounting assistant was absent from the contracted work assignment. No loss shall be incurred for vacation, excused leave, or other benefits for the time the executive or accounting assistant is engaged with such organization or component in training or active service ordered or authorized by proper authorities pursuant to law, whether for state or federal purposes, but not to exceed fifteen (15) days in any calendar year.
- 10-5-2 Such leave shall not be allowed unless the executive or accounting assistant
- (1) Returns to the position immediately on 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.

10-6 LEGAL LEAVE

10-6-1 Executive and accounting assistants shall be granted leave for jury duty as provided by law.

10-6-2 Executive and accounting assistants shall be granted leave when under subpoena to testify at a legal proceeding that is not of a personal nature. If successful as a defendant in a legal proceeding that is job related, the executive or accounting assistant shall not be charged with absence from the District for attendance at a legal proceeding.

10-6-3 The executive or accounting assistant shall be subject to a salary deduction equal to the amount of compensation received for serving on a jury panel.

10-6-4 Such time shall not be charged against excused leave.

10-7 PROFESSIONAL LEAVE

10-7-1 Professional leave may be approved with or without expenses. If expenses are granted, reasonable and necessary expenses such as actual mileage at the current District rate, lodging, meals, registration fees, parking and gratuities may be approved.

10-8 SPECIAL LEAVE

10-8-1 Leaves of absence requested by executive and accounting assistants for purpose not covered by this Article may be requested on an individual basis and may be approved at the discretion of and as exclusively determined by the Board. Denial of such request or approval of such requests with stipulated conditions shall not be appealed.

10-9 Employees who are unable to work and have expended all types of paid leave are required to make application for an approved District leave of absence without pay through the administrator in charge of Human Resources.

10-10 SICK LEAVE BANK

10-10-1 A Sick Leave Bank will be created for the use of benefitted employees who join the bank by making a non-refundable voluntary contribution to the bank. New hires may become eligible by contributing to the Sick Leave Bank in the first 30 calendar days of employment by contacting Human Resources for the donation form. After the first year, there will be an open enrollment period during the month of September each year when new members will be accepted.

10-10-1-1 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.

10-10-1-2 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.

10-10-1-3 The Sick Leave Bank Board will be responsible for reviewing

- applications to use days from the Bank, and approval or denial of such requests.
- 10-10-1-4 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.
 - 10-10-1-5 An employee who is a member of the Sick Leave Bank may apply to use days from the Bank under the following conditions:
 - 10-10-1-6 The applicant must first use all of his/her own accumulated excused leave days and vacation days before he/she is eligible to apply to the Bank for additional days.
 - 10-10-1-7 An employee may apply to use up to thirty (30) days from the Bank for an unexpected catastrophic event.
 - 10-10-1-8 An employee may not use more than sixty (60) days in any three (3) year period.
 - 10-10-1-9 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.
 - 10-10-1-10 Additional days may not be assessed against members of the Sick Leave Bank without prior approval from the Sick Leave Bank Board.
 - 10-10-2 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.
 - 10-10-3 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.
 - 10-10-4 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 Executive Director 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.
 - 10-10-5 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.
 - 10-10-6 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.

10-10-7 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.

10-11 FAMILY MEDICAL LEAVE ACT OF 1993 (FMLA)

10-11-1 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 the District 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.

10-11-2 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 District's option, certain kinds of paid leave may be substituted for unpaid leave.

10-11-3 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".
- The District may require medical certification to support a request for leave because of a serious health condition, and may require a second or third opinion (at the District's expense) and a fitness for duty report to return to work.

10-11-4 For the duration of FMLA leave, the District must maintain the employee's health coverage under any group health plan.

10-11-5 Upon return from FMLA Leave, the employee will be placed in a position in accordance with Article 10-3-2.

10-11-6 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.

10-11-7 FMLA may be taken on an intermittent or reduced schedule.

10-11-8 Application forms and detailed information are available in the Office of Human Resources.

10-11-9 Qualifying events are childbirth, adoption, placement of foster child, child care due to serious health condition, or employee unable to perform duties due to health.

10-12 EXCUSED LEAVE REIMBURSEMENT

10-12-1 Upon retirement or resignation from the District, executive and accounting assistants who have accumulated excused leave in excess of sixty (60) days shall be entitled to forty-five dollars (\$45) for each day.

10-12-2 Executive and accounting assistants who give ninety (90) days' advance notice

of their retirement shall be entitled to an additional ten dollars (\$10) per day for excused leave reimbursement.

10-13 HOLIDAYS

- 10-13-1 Holidays for executive and accounting assistants shall be observed as shown on the official school calendar adopted by the Board of Education.
 - 10-12-1-1 Twelve- (12) month regular full-time contracted employees shall be granted fourteen (14) holidays per annual contract.
- 10-13-2 Executive and accounting assistants required to work on an official school holiday shall be paid at a rate of one and one-half times the normal rate of pay.
- 10-13-3 To be eligible for holiday pay, the executive or accounting assistant must have worked the last scheduled workday immediately prior to the holiday and the first scheduled workday immediately following the holiday.

10-14 VACATION

- 10-14-1 Annual vacation benefits with full salary shall be granted only to regular full-time executive and accounting assistants.
 - 10-13-1-1 Annual vacation benefits shall be twenty (20) days per contract year.
- 10-14-2 The vacation earning period shall be from June 1 through May 31. Vacation benefits will be accrued at a rate of 1.67 days per month. Time earned in a 12-month period can be used as earned.
- 10-14-3 Executive and accounting assistants are encouraged to use their vacation days each year. Executive and accounting assistants may not accumulate more than thirty (30) days of unused vacation time. Once an executive or accounting assistant 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.
- 10-14-4 Executive and accounting assistants shall take vacations at times which shall cause the least interruption in the normal conduct of the affairs of the District and at times that are consistent with department procedures.
- 10-14-5 Executive and accounting assistants may state their preferences as to when their vacation periods shall occur and, where practicable, length of service within the District shall determine the priority for individual vacations. Final scheduling of vacation periods shall be determined by the immediate supervisor.
- 10-14-6 An official school holiday occurring during the vacation period shall not be charged against vacation time.
- 10-14-7 Vacation earned but not taken during the vacation year shall be granted upon separation of employment with the District.

10-15 WORK RELATED ACCIDENTS OR ILLNESS MEDICAL PROVIDER

- 10-15-1 All executive or accounting assistants incurring a work-related accident or illness shall be directed to medical providers as designated by the District.
- 10-15-2 The executive or accounting assistant must submit a first report of injury signed by the supervisor to the Office of Human Resources within four (4) days of the time that the executive or accounting assistant first becomes aware of the injury.
- 10-15-3 Within one (1) workday of a 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.

10-16 WORK RELATED INJURY OR ILLNESS LEAVE

10-16-1 Executive or accounting assistants 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. Executive or accounting assistants on injury leave shall receive their statutory benefits available under the Workers' Compensation Act of Colorado.

10-16-1-1 Each contract year, executive or accounting assistants 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 physician concerning the executive or accounting assistant'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 by endorsing their workers' compensation check to the District. These days will not be chargeable against excused leave.

10-16-1-2 Executive and accounting assistants 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.

10-16-2 The District will have the right to recover workers' compensation temporary disability.

10-16-2 The District will have the right to recover workers' compensation temporary disability benefits otherwise due the executive or accounting assistant for any period the District pays full salary.

10-16-3 Injury leave shall be authorized only in those cases in which a report of accident form has been initiated by the executive or accounting assistant as required by the Workers' Compensation Act of Colorado and the executive or accounting assistant has a written statement from the District's designated physician concerning her or his treatment and inability to return to work.

10-16-4 An executive or accounting assistant shall be denied injury leave if she or he did not suffer a job-related injury or if the insurance carrier makes a finding of no liability.

10-16-4-1 The executive or accounting assistant shall arrange for annual excused leave, vacation or leave without pay or benefits as provided in this Agreement for injuries occurring off the job.

10-16-5 Executive or accounting assistants on injury leave shall not be compensated for annual excused leave or holiday benefits unless the injury is not compensated by the Workers' Compensation Act of Colorado.

- 10-16-6 The District shall continue to contribute the District's share of the executive or accounting assistant's health, dental and vision premium for a maximum of six (6) calendar months for those on an authorized injury leave.
- 10-16-7 The executive or accounting assistant shall be responsible to make timely payments for the shortfall in health, dental and vision premiums in accordance with time schedules prescribed by the Payroll Department.
- 10-16-8 Executive or accounting assistants shall not accrue vacation or annual excused leave while on injury leave. Executive or accounting assistants released to return to work on a half-time basis shall accrue one-half of their normal accruals of vacation and annual excused leave as provided in this Agreement.
- 10-16-9 During the period that an executive or accounting assistant receives injury leave, she or he must provide the Office of Human Resources and the executive or accounting assistant's immediate supervisor with at least a weekly medical status report.
- 10-16-10 The District may assign executive or accounting assistants to light or modified duty when prescribed by the District's workers' compensation medical provider.

ARTICLE ELEVEN

INSURANCE

11-1 HEALTH, DENTAL, AND VISION INSURANCE

11-1-1 INSURANCE COMMITTEE

The District will utilize an insurance committee of no more than twenty (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 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 shall 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, calendars of meetings, and any other relevant information. Two weeks prior to the meeting, an email reminder, with minutes of the last meeting, and request for agenda items will be sent out.

11-1-2 HEALTH, DENTAL AND VISION PLAN

11-1-2-1 Effective September 1, 2018, the District shall contribute up to \$520 per executive or accounting assistant per month toward health, vision and dental insurance plans provided by the District. The actual contribution shall not exceed the full cost of the coverage selected by the executive or accounting assistant. The contribution shall be remitted to the District's health, dental and vision insurance carriers.

11-1-2-2 In the event that the executive or accounting assistant'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.

11-1-2-3 The Parties agree that health, dental and vision benefits for executive and accounting assistants shall be the same as for other groups and associations of the District. Any changes resulting from insurance committee recommendations and/or from Association negotiations

shall be passed on to executive and accounting assistants in the same manner as other groups and Associations.

11-2 LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT

11-2-1 The Board shall provide at District expense for each eligible active full-time executive or accounting assistant on full-time employment contract a group life and accidental death and dismemberment policy, a dependent group life insurance policy.

11-2-2 Employee Life and Accidental Death and Dismemberment Insurance

11-2-2-1 The amount of coverage shall be in accordance with annual earnings and shall be determined each September 1. Annual earnings shall not include overtime pay, bonuses, or other special compensation.

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.

11-2-3 GROUP DEPENDENT LIFE INSURANCE

11-2-3-1 The dependent life insurance schedule provides dependent coverage only during the executive or accounting assistant's active years of full-time employment in the District. An executive or accounting assistant 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

11-3 TAX SHELTERED ANNUITY

11-3-1 A voluntary tax sheltered annuity program shall be available for executive and accounting assistants who choose to participate with any of the companies approved by the District.

ARTICLE TWELVE

TOTAL AGREEMENT

- 12-1 The Parties acknowledge that during the meet and confer process that resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by this Agreement from the area of meet and confer discussions. The Board and the executive and accounting assistants, therefore, waive their rights, and each agrees that the other shall not be obligated to engage in meet and confer discussions with respect to any subject or matter referred to or covered in this Agreement.
- 12-2 This Agreement supersedes any previous written Agreement between the Board and the executive and accounting assistants, and constitutes the entire written Agreement between the parties.

ARTICLE THIRTEEN

SALARIES

- 13-1 The executive and accounting assistants' Salary Schedule for the period September 1, 2020 through August 31, 2021 is set forth in Appendix A attached hereto and made a part thereof. The executive and accounting assistants who were employed on a full-time basis during the 2019-2020 contract year shall be awarded a step for the 2020-2021 contract year.
- 13-2 Experience credit, when applicable, shall be granted each September 1, annually, to executive and accounting assistants who have completed a minimum of six months of successful work experience rated standard or above. The Association acknowledges that the Board may freeze salaries and all forms of compensation to include experience credit for the 2019-2020 school year.
- 13-3 Executive and accounting assistants shall retain the experience credit earned as an executive or accounting assistant in the event the executive or accounting assistant is transferred to a lesser job classification in the District.
- 13-4 An employee who is transferred, reclassified or promoted to a position in the executive and accounting assistant classification shall be placed on the appropriate salary schedule step effective the date the employee assumes his/her duties and responsibilities.
- 13-5 The present executive and accounting assistant positions shall remain as active positions until such time as a vacancy occurs in a position. As vacancies occur, the position shall be re-evaluated for classification status.
- 13-6 Executive and accounting assistants who perform work in a classification higher than the executive or accounting assistant's present position for eight hours or more of the executive or accounting assistant's work week shall be paid the higher rate for such work.
- 13-7 Overtime work will be paid at time and one-half of the executive or accounting assistant's regular per diem rate of pay under any of the following conditions:
 - All work performed in excess of forty (40) hours within the executive or accounting assistant's workweek.
 - All work performed on the first (1st) and seventh (7th) workday of the workweek shall be computed in accordance with Fair Labor Standards Act.
 - 13-7-1 Compensatory time may be given in lieu of overtime if mutually agreeable between the supervisor and the executive or accounting assistant.
 - 13-7-2 An executive or accounting assistant may work forty (40) hours during a shortened work week (such as the weeks of Labor Day, Thanksgiving, Christmas, Spring Break, Memorial Day, Independence Day, or any other week cut short by District authorized snow days or other emergency closures, provided the executive or accounting assistant's normal eight-hour work day is extended voluntarily by her or him and as pre-approved by their administrator.

SALARY SCHEDULE

Executive and Accounting Assistants

September 1 2020 – August 31, 2021

STEP	AMOUNT
1	\$42,993
2	\$44,069
3	\$45,169
4	\$46,300
5	\$47,456
6	\$48,642
7	\$49,859
8	\$51,106
9	\$52,384
10	\$53,692
11	\$55,039
12	\$56,410
13	\$57,821

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

EXECUTIVE AND ACCOUNTING
ASSISTANTS

By SIGNATURE ON FILE
President, Board of Education

By SIGNATURE ON FILE
Representative,
Executive and Accounting Assistants

By SIGNATURE ON FILE
Vice President, Board of Education

Memorandum of Understanding
Executive and Accounting Assistants
and Pueblo School District No. 60

August 2021

The parties mutually agree to the following revisions to the Meet and Confer Agreement to implement a four-day school week that will go in to effect in the 2020-21 school year beginning July 1, 2021 and expiring August 31, 2023.

- Executive and Accounting Assistants represented by this agreement will work four, nine hour “Workdays” each week, exclusive of a 30 minute duty-free lunch, as determined by district work calendars.
- The “Contract Work Year” will be reduced from 261 days to 213 days for the duration of this agreement.
- Full-time executive assistants who have been contracted by the first working day of the school work year shall receive excused leave with full pay for thirteen (13) days (9 hours/day) in the school work year.
- Vacation days for regular, full-time employees will be accrued at a rate of 16 days per year or 1.34 days per month.
- Employees who perform work in a classification higher that their present position for nine hours or more of the work week shall be paid the higher rate for such work.
- Upon retirement or resignation from the District, executive and accounting assistants who have accumulated excused leave in excess of fifty-three (53) days shall be entitled to \$51 for each day.
- 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.

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

EXECUTIVE AND ACCOUNTING
ASSISTANTS

By SIGNATURE ON FILE
President, Board of Education

By SIGNATURE ON FILE
Representative, Executive and Accounting Assistants

Date ON FILE

Date ON FILE

By SIGNATURE ON FILE
Vice President, Board of Education

Date ON FILE

Memorandum of Understanding
Executive and Accounting Assistants
and Pueblo School District No. 60

July 2021

The Parties mutually agree that the following is a complete list of the agreed-upon revisions to their Meet and Confer Agreement fully and finally settling the 2020-21 round of meet and confer discussions between Pueblo School District 60 and Executive and Accounting Assistants:

1. Steps for the 2021-22 school year will be awarded beginning September 1, 2021; Steps for the 2022-23 school year will be paid beginning September 2022; and
2. An across-the-board Increase of 2.7% will be applied to and has been included in the Executive and Accounting Assistant salary schedule, attached and incorporated herein as Appendix A, and will apply to members of the bargaining unit beginning September 2021; An additional across-the board increase of 2.3% will be applied to the Executive and Accounting Assistant salary schedule and will apply to members of the bargaining unit beginning in September 2022; and
3. Two additional steps will be added the Executive and Accounting Assistants Salary Schedule for the 2021-22 school year, bringing the total steps to 15; and
4. There will be no further Interim negotiations for the duration of the current contract. Negotiations for a successor agreement as described in article 3-4 will take place in accordance with the agreement. Article 3-2 will still apply as required by state law.

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

EXECUTIVE AND ACCOUNTING
ASSISTANTS

By SIGNATURE ON FILE
President, Board of Education

By SIGNATURE ON FILE
Representative, Executive and Accounting Assistants

Date ON FILE

Date ON FILE

By SIGNATURE ON FILE
Vice President, Board of Education

By SIGNATURE ON FILE
Representative, Executive and Accounting Assistants

Date ON FILE

Date ON FILE

APPENDIX A
SALARY SCHEDULE
Executive and Accounting Assistants

September 1 2021 – August 31, 2022

STEP	AMOUNT
1	\$44,154
2	\$45,258
3	\$46,389
4	\$47,549
5	\$48,738
6	\$49,956
7	\$51,205
8	\$52,485
9	\$53,797
10	\$55,142
11	\$56,521
12	\$57,934
13	\$59,382
14	\$60,867
15	\$62,388