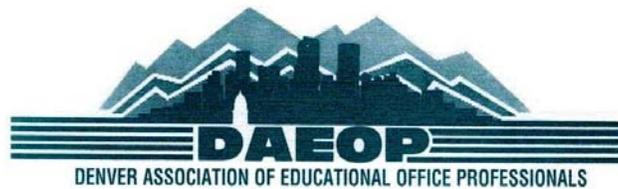


AGREEMENT

between

**DENVER ASSOCIATION OF
EDUCATIONAL OFFICE PROFESSIONALS (DAEOP)**



and

**SCHOOL DISTRICT NO. 1
IN THE CITY AND COUNTY OF DENVER
AND STATE OF COLORADO**



To be Effective

August 1, 2016 through July 31, 2019

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AGREEMENT

DISTRICT MISSION STATEMENT

The mission of the Denver Public Schools, the center of community learning, is to provide all students the opportunity to achieve the knowledge and skills necessary to become contributing citizens in our society.

The Board and the Association recognize and declare that providing a quality education for the pupils in the Denver Public Schools is the paramount aim of this school District, and that the character of such education depends, in part, on the quality and morale of the classified office professionals of the District.

The Board and the Association further recognize and declare that:

- The Board of Education, under law, has the final responsibility of establishing policies for the school District.
- The Superintendent and the Superintendent's staff have the responsibility of carrying out the policies established.
- The classified office professionals have the responsibility of providing the best possible skilled clerical services, which require the possession of specialized training and qualifications.
- Attainment of the objectives of the educational program of the District requires mutual understanding and cooperation between all concerned. The District and the Association agree to abide by and enforce the provisions of this Agreement in good faith.

This Agreement herein, when ratified by the Denver Association of Educational Office Professionals and adopted by the Board of Education, shall constitute the entire Agreement between DAEOP and the Board of Education of School District No. 1 in the City and County of Denver and State of Colorado.

COMMITMENT TO OUR PARTNERSHIP

It is in the interest of both the District and the Denver Association of Educational Office Professionals (DAEOP or "Association") that the terms of the Agreement be understood and enforced. The Agreement is for the benefit of the DAEOP unit members and the District. It is recognized by both parties that the Agreement contributes to the District's mission of providing all students the opportunity to achieve the knowledge and skills necessary to become contributing citizens in our society.

Enforcement of and compliance with the Agreement is essential. Both parties have a shared interest in developing a joint ownership and commitment in terms of both the letter and spirit of the Agreement. The District and the Association recognize their collaborative responsibility to promote positive change in the Denver Public Schools. Following is a systemic framework for improving the enforcement of the Agreement while laying a foundation for joint ownership and a greater commitment to living under the terms of the Agreement.

- The Agreement – The Agreement reflects the core beliefs and values of the District and the Association. It describes the procedures all DAEOP unit members and administrators will follow. In doing so, we will ensure the continuation of the commitment to our partnership that supports the District’s mission.
- Organizational Structure – Organizations in the District have an explicit role in supporting and promoting the enforcement of and commitment to the Agreement. The Board and the Association governance bodies understand the importance of their roles, encouraging everyone in the District to respect the terms of the Agreement and use it as a tool to jointly resolve legitimate differences.
- Communication – We recognize the importance of open and ongoing communication. As part of our partnership, the District and the Association commit to regular meetings to discuss matters of mutual concern such as staffing and budget development.
- Training – To maintain the partnership, we recognize the need for ongoing training for DAEOP unit members. The training should focus not just on the rules, but also emphasize problem solving, decision-making, and relationship building.

ARTICLE 1—GENERAL

1.1 Definitions

As used herein the following terms shall have these meanings:

- a. The term "community," as used in this Agreement, shall include parents, the School Improvement and Accountability Council and its school based subcommittees, where appropriate, and other Denver community members as determined by the Superintendent.
- b. "Denver Public Schools" and "District" mean School District No. 1 in the City and County of Denver and State of Colorado.
- c. "Board" means the Board of Education of School District No. 1 in the City and County of Denver and State of Colorado.
- d. "Superintendent" means the Superintendent of Schools of School District No. 1 in the City and County of Denver and State of Colorado.
- e. "Association" means the Denver Association of Educational Office Professionals, Inc.
- f. The term "employee" or "classified office professional" means a person employed by the District and represented by the Association.
- g. The term "active service" is defined as specified in the relevant Section of the Colorado Public Employees Retirement Association (PERA) law and rules.
- h. The term "regular employee" is defined as a person who is employed in a position with a defined work year

- i. The term “day” or “workday,” unless otherwise specified in this Agreement, means the day that an employee is scheduled to work.

1.2 General

- 1.2.1 Pursuant to the laws of the United States and of the State of Colorado, the Board shall not discriminate against any employee nor unlawfully restrict the rights of employees on the basis of race, , color, gender, national origin, , sexual orientation, transgender status, gender identity, religion, pregnancy status, veteran status, marital status, age, disability, membership or non-membership in any organization, legitimate activity in the Association or such other specified human or civil rights as may be protected by statute.
- 1.2.2 The Association shall continue to admit persons to membership without discrimination on the basis of race, color, gender, national origin, age, marital status, sexual orientation, transgender status, gender identity, religion, pregnancy status, veteran status, disability, or membership or non-membership in any organization.
- 1.2.3 This Agreement constitutes Board policy for the term of said Agreement.
- 1.2.4 The Board and Association recognize that the Board has certain powers, discretion, and duties that, under the Constitution and laws of the State of Colorado, may not be delegated, limited, or abrogated by agreement with any party. Accordingly, if any provision of this Agreement or any application of this Agreement to any employee covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.
- 1.2.5 In case of any direct conflict between the express provisions of this Agreement and any Board or Association policy, practice, procedure, custom, or writing not incorporated in this Agreement, the provisions of this Agreement shall control.
- 1.2.6 The Association agrees that differences between the parties shall be settled as provided in this Agreement. The Association agrees that for the duration of this Agreement it will not cause or engage in a strike.
- 1.2.7 This constitutes the entire Agreement between the Denver Association of Educational Office Professionals and School District No. 1, Denver, Colorado. This Agreement terminates and supersedes all past practices, agreements, articles, procedures, traditions, and rules or regulations concerning the matters covered herein.
- 1.2.8 The provisions of this Agreement which do not require expenditure of School District funds shall be effective as of the date of this Agreement. All provisions of this Agreement requiring expenditure of funds, including salary increases, shall be effective as outlined in the applicable Articles and Memorandums of Understanding.
- 1.2.9 The parties recognize that the Board of Education has the responsibility and authority to manage and direct all the operations and activities of the District and

all lawful rights and authority of the Board of Education not modified by this Agreement are retained by the Board of Education.

ARTICLE 2—RECOGNITION

2.1 Recognition

The Board has recognized the Association as the exclusive representative for all employee classifications described in Article 2.4 of this Agreement for the purpose of negotiations with respect to such salaries, wages, hours, and conditions of employment as the parties from time to time may agree to negotiate.

2.2 The Board hereby reaffirms recognition of the Association and agrees that the Association shall continue as exclusive representative in accordance with Denver Board of Education Resolution 2056.

2.3 Exclusive Use- All privileges granted to the Association under the terms and provisions of this Agreement are for the exclusive use of the Association.

2.4 Negotiations Unit

Accountant I	Data Processor I	Office Support III
Accountant II	Data Processor II	Payroll Technician III
Accounting Tech I	Data Processor II, Hourly	Secretary I
Accounting Tech II	Data Processor, Lead	Secretary II
Bookkeeper	Library Technician I	Secretary, Hourly
Bookkeeper, Hourly	Library Technician II	Secretary, Part-time
Clerical, Hourly	Office Support I	Specialist, Facilities,
Clerical,	Office Support II	First Call Center
Special Assignment		Supply Clerk

2.4.1 Effective with the ratification of this Agreement, the following process will apply when requests for a reclassification of a position are received by the Department of Human Resources:

2.4.1.1 DAEOP will be contacted and asked to review and comment regarding the request for reclassification two (2) weeks before a final decision is made by the Superintendent.

2.4.1.2 The decision of the District to approve or deny a request will be based on an evaluation of the actual duties of the job requested to be reclassified.

2.4.2 All positions/classifications that meet the requirements of classified office duties shall be included in the negotiations unit.

2.4.3 In the event the Association does not find acceptable a change of status or unit designation involving any employee in the negotiations unit, the Association shall have the right to submit the matter at a Level II grievance hearing (Article 5.4.2).

- 2.4.4 Any part-time clerical employee who works a total of eight (8) hours per day for twelve (12) continuous months shall become a full-time contract employee with benefits effective on the date of eligibility.
- 2.4.5 All classified office employees assigned to a new position shall be compensated at the new rate of pay effective the date the new duties are assumed.

ARTICLE 3—ORGANIZATION PARTICIPATION

3.1 Organization Participation

Employees shall have the right to join and participate in the activities of the Association. The Association shall admit employees to membership without discrimination. The Association shall represent all employees in the unit equitably and fairly in all negotiable matters.

- 3.1.1 The Association and the District will develop a communication plan for informing unit members and administrators of the Agreement.

3.2 Records and Reports

- 3.2.1 The District will provide DAEOP with a monthly electronic report of the employment status of all classified office personnel including changes.
- 3.2.2 Human Resources shall, upon request from the Association, furnish to the Association a list of all annual salaried and hourly classified office personnel. The list shall include all data requested which is necessary or relevant to effective representation by the Association.
- 3.2.3 The Association shall be entitled to receive, upon request, a written copy of any new or changed District practice, procedure or policy which affects all or any specified group of employees, or is relative to any item contained in this Agreement.

3.3 Dues Deductions

- 3.3.1 The District agrees to deduct from the salaries of members of the Association employed by the District an amount to cover dues for the Association, and/or state, and/or nationally affiliated association(s) as said employee individually and voluntarily authorizes the District to deduct and to transmit the amount so authorized to the treasurer of the Association.
- 3.3.2 Each employee who desires to authorize such deduction shall file with the District payroll department, through the office of the Association, a signed and dated DAEOP salary deduction authorization form (*School District No. 1, Denver, Colorado, Denver Association of Educational Office Professionals, Salary Deduction Authorization Form*) authorizing the Payroll Department to deduct from the employee's monthly earnings and to remit to the treasurer of the Association an amount equal to one twelfth (1/12) of the dues required for membership in the organization(s). Such form shall include a waiver of all rights

and claims against the Board and the School District and the officers and agents thereof, for moneys deducted and remitted in accordance with said authorization, and an agreement that such deductions and remittances shall continue from year to year as so authorized, unless DAEOP notifies the Payroll Department in writing on a DAEOP salary deduction revocation form that the employee desires to increase, decrease, revoke, or otherwise change such authorization. Said notice to increase, decrease, revoke, or otherwise change such authorization may be made only during the period of June 1 to June 30 of each year.

Authorization to increase or decrease such deductions by any amount of any increase or decrease in the annual dues shall be provided to the District by the membership chairperson of the Association prior to September 1 of each year.

- 3.3.3 The School District No. 1, Denver, Colorado, Denver Association of Educational Office Professionals, Official Salary Deduction Revocation Form may be obtained from the Association at the Denver UniServ Unit. Completed forms must be returned to the Denver UniServ Unit by the end of business on the last working day of June.
- 3.3.4 Deductions shall be made uniformly on each monthly payroll period. The Payroll Department shall not be required to honor for any month's deduction any authorizations that are delivered to the District office later than the tenth (10th) day of the month prior to the distribution of the payroll from which the deductions are to be made.
- 3.3.5 If an employee is absent on account of sickness, leave of absence, or for any other reason has no earnings due employee for the month, no deductions will be made for that employee for that month. The Association will arrange collection of dues for that month directly with the employee.
- 3.3.6 The Association agrees that the Board or the District shall not be held liable for any action growing out of these deductions and commenced by any person against the Board or the District and assumes full responsibility for the disposition of the funds so deducted once they have been remitted to the treasurer of the Association.
- 3.3.7 An administrative fee of five cents (\$.05) per month per individual authorization shall be retained by the District to help defray costs of making such dues deduction.

3.4 **Association Time**

- 3.4.1 Upon request to and review by the senior Human Resources administrator, the District may grant up to twenty (20) days' release time per calendar year to the president of the Association or to the president's designee. The Association shall reimburse the District for the full cost of the substitute salary.
- 3.4.2 The District shall grant the Association up to a total of twenty (20) days per calendar year release time for conducting Association business. The request for such release time shall be in writing and submitted to the senior Human Resources administrator. The Association shall reimburse the District for one-

half (½) the salary received during such release time if a substitute is used. A substitute shall be provided by the District as needed.

3.4.3 Association representatives, during working hours and without loss of time or pay, are allowed to represent employees and investigate and present grievances to the District when mutually agreed upon meetings are scheduled during the workday.

3.4.4 The District shall grant the chairperson and members of the negotiating committee the time necessary for mutually agreed upon negotiating meetings scheduled during normal working hours. Substitutes shall be provided by the District as needed.

3.5 School Facilities

The Association will have the right to use school buildings for meetings as approved by the appropriate administrative office subject to any applicable charges normally imposed by District policy and practice through the Office of Community Use.

3.6 School Mail

3.6.1 The Association has the right to use the school mail.

3.6.2 The president of the Association and/or the president-elect may use the District e-mail system to send out e-mails to the Association membership which are informational in nature (i.e. meeting notifications), pertain only to the bargaining unit, and which are in compliance with the District policies governing the use of the e-mail systems and Internet. The senior Human Resources administrator or designee will be copied on these communications. E-mails which do not conform to these requirements must be approved by the Chief Human Resources officer or designee, prior to being distributed.

3.7 Bulletin Boards

The Association shall be allowed to use existing bulletin boards for the purpose of posting Association materials at each work site.

3.8 Grants for Educational Meetings

The District shall provide annually one (1) full-expense grant to one (1) employee for the purpose of attending educational meetings. The District grant shall be awarded to an active union member. A committee composed of two (2) administrators and two (2) employees selected by the Association shall create and publish the procedures for the awarding of these grants. The DAEOP Grant Committee shall select the recipient and two (2) alternates and notify the Department of Human Resources of their names.

3.9 Personnel Records and Files

3.9.1 The employee's official personnel file may be examined by that employee, subject to Colorado open records law.

3.9.2 Material originating within the School District and which is derogatory to an employee's conduct, service, character or personality shall not be placed in the file unless the employee has had an opportunity to read the material. The employee shall acknowledge that such material has been read by signing on the actual copy to be filed. Such signature does not indicate agreement with the content of such material.

3.9.3 *Equitable Handling of Complaints*

When a person makes a written or verbal complaint against an employee, the principal, investigator or designee will, when appropriate, notify the employee of the complaint/complainant. The District representative shall have the exclusive responsibility to make the determination of when it is appropriate to notify the employee of the complaint/complainant. The employee will be given the opportunity to respond.

3.9.4 The employee shall have the right to answer any material filed and the employee's answer shall be reviewed by the senior Human Resources administrator and attached to the file copy.

3.9.5 Upon written request by an employee, specified material contained in the central office file for more than eighteen (18) months will be reviewed and eliminated as long as such material does not interfere with the safety, physical, and moral well-being of children or other employees. The District shall have the responsibility to determine whether the material should be retained.

3.9.6 All written and printed materials dealing with the processing of a grievance will be filed separately from the central office personnel files of the participants.

3.10 **Corrective Action**

3.10.1 Corrective Action is administered in accordance with the provisions of the District document entitled "Basic Fairness and Due Process, Guidelines for Corrective Discipline" for non-DCTA employees. No changes shall be made to this document without consultation with the Association.

3.10.2 *Procedures*

Supervising administrators desiring to place a letter of reprimand or other derogatory material in an employee's file shall, except in unusual circumstances, first issue a letter of warning that such alleged behavior or action is inappropriate. Such a letter of warning may be placed either in the employee's personnel file or at the supervisor's desk file. However, when the supervising administrator justifiably determines that the behavior or actions of the employee are of such a serious nature as to warrant a letter of reprimand, such letter of reprimand may be issued by the supervising administrator in the absence of a letter of warning. No such letters of reprimand shall be forwarded unless the allegations contained therein are supportable by evidence. The employee has a right to rebut any

material placed into their file in accordance with Article 3.9.5. Such corrective actions and their appropriateness are subject to the grievance procedure.

3.11 Study Committees

The Board and the Association may mutually agree to appoint, as the need arises, a study committee(s) to investigate matters not specifically covered in this Agreement.

No District created committees or study groups will make recommendations regarding bargaining unit members without inclusion of a representative(s) from the Association membership.

3.12 Advisory Council of Classified Office Professionals

The Advisory Council of Classified Office Professionals may meet four (4) times during the work year to discuss matters of mutual concern. Any reports, releases, publications or surveys emanating from such discussions shall be agreed to jointly by the designees of the Superintendent and the Association. The Council shall be composed of four (4) members of the Association and such administrative staff as the Chief Human Resources Officer shall designate, to a maximum of three (3) employees.

3.13 Mentor Program

DAEOP and the District shall continue the mentoring program for new hires and DAEOP employees needing assistance. A maximum of 10, experienced, qualified DAEOP employees shall be identified as mentors. They shall mentor employees, at the mentee's or mentor's work site. The maximum number of hours over a twelve-month (12) period shall be forty-eight (48) hours per mentor.

At the end of their mentoring assignment, mentors will be compensated with a stipend of twelve dollars (\$12.00) per hour of mentoring. Substitutes for mentors shall be provided, if available, by the District.

Guidelines of this program shall be determined and periodically reviewed by the Advisory Council of Classified Office Professionals.

ARTICLE 4—NEGOTIATIONS

4.1 Full-Agreement Negotiations

Either the Association or the Board may request full-agreement negotiations by submitting to the other party a written request between March 1st and March 31st of the year in which the Agreement is scheduled to expire. The written request shall specify the subject matter to be considered in negotiations.

4.1.1 Full-agreement negotiations will be held on mutually-acceptable topics with the intent to finalize by June 15th of the year in which the Agreement is scheduled to expire, unless the Association and the Board agree in writing to extend this

deadline.

- 4.1.2 The agreement shall have a three (3) year duration beginning on August 1 and terminating on July 31. The period of the Agreement shall be August 1, 2016 through July 31, 2019.
- 4.1.3 The parties to this Agreement recognize that the public has an interest in the negotiations and acknowledge a duty jointly to inform the public of the scheduled negotiation meetings.

4.2 **Other Negotiations**

At times other than those prescribed for full-agreement negotiations in Article 4.1, either the Board or the Association may submit a written request to negotiate subjects concerning employees' salaries, wages, hours, and conditions of employment. Such requests shall specify the subject matter to be considered.

- 4.2.1 This provision is not intended to allow for changing the language or the intent of the existing Agreement outside of the normal bargaining cycle outlined in Article 4.1. From time to time, however, waiting until the next negotiations period to address matters that arise may be impractical. Therefore, during the term of this Agreement and between regularly scheduled bargaining sessions, the parties may choose to engage in interim negotiations. The Agreement may be reopened by mutual consent of the parties at any time
- 4.2.2 Upon a request for interim negotiations in accordance with Article 4.2, the Association or the District will submit a written response in accordance with Article 4.3. If the parties agree to interim negotiations, the parties shall jointly assign the matter to a group of individuals. If matters are related to the interpretation of the Agreement or matters on which the Agreement is silent, any agreements related to such matters will become a Memorandum of Understanding subject to the approval of the Association and the Superintendent. If approved, the Memorandum of Understanding will be binding on both parties but shall be reviewed at the next full-agreement bargaining session. If the Memorandum of Understanding is not incorporated into the Agreement at the next full-agreement bargaining session, the Memorandum of Understanding shall expire.
- 4.2.3 Matters that change existing provisions of the Agreement will be referred to the membership of the Association and the Board for ratification. Matters that are ratified during interim negotiations will become a Memorandum of Understanding that will be binding on both parties but shall be reviewed at the next full-agreement bargaining session. If the Memorandum of Understanding is not incorporated into the Agreement at the next full-agreement bargaining session, the Memorandum of Understanding shall expire.
- 4.2.4 Salary and group insurance provisions are subject to annual negotiations unless the Association and the Board agree in writing to forgo negotiations concerning

salary and flex benefit provisions at least ten (10) calendar days before such negotiations are scheduled to begin. Negotiations concerning salary and flex benefit provisions must be finalized by May 1 of each year. This deadline can be extended by written agreement of the Association and the Board, but, in any event, negotiations regarding salary and group insurance provisions must be finalized by June 15 of each year.

4.2.4.1 As of the time they are made available to the Board, the Board will provide the Association with a Superintendent's proposed budget for the next fiscal year, as well as available preliminary budgetary information and proposals affecting classified office professional employees' salaries, wages hours and conditions of employment

4.3 **Conducting Negotiations**

Upon receipt of a written request to negotiate, the Association or the Board shall submit a written response to the other party within ten (10) Working Days. The response shall indicate whether the party in receipt of the request to negotiate consents to negotiate, and, if so, what subject(s) that party agrees to negotiate.

- 4.3.1 Negotiations on agreed-upon subjects will be conducted at times and places mutually agreeable to the negotiators named by each party, provided, however, that the first meeting shall be held within ten (10) Working Days of a party's receipt of the response provided pursuant to Article 4.4.
- 4.3.2 During negotiations, the Board and the Association will present relevant data, exchange points of view, and make proposals and counter proposals. Upon request of either party, the other will make available for inspection its records and data pertinent to the subject of negotiations.
- 4.3.3 If negotiations are scheduled during any negotiator's workday, any negotiator shall be released from his or her regular duties.
- 4.3.4 If negotiations occur on a negotiator's workday, then the negotiator will be compensated for a maximum of eight (8) hours at straight time for the time spent in negotiations. If negotiations occur on a day on which a negotiator is not scheduled to work, the negotiator's supervisor shall amend the negotiator's work schedule to allow the negotiator to participate in negotiations without increasing the negotiator's weekly work hours.
- 4.3.5 Either party may use the services of outside consultants and may call upon professionals and lay representatives to assist in the negotiations. Costs incurred shall be borne by the party requesting such service(s).
- 4.3.6 Tentative agreements reached as a result of such negotiations will be reduced to writing and will have conditional written approval of both parties pending final

adoption and approval of the School District budget. After such adoption and approval, the final Agreement will be signed by the Board and Association and will become an addendum to this agreement. If changes in this tentative agreement are necessary as a result of a legal budget adoption process, the Agreement will be subject to negotiation.

4.4 **Impasse Resolution/Mediation**

Differences shall be settled by peaceful means. In the event the parties are unable to reach agreement within the time limits provided in Article 4.1.1 of this Agreement, they may avail themselves of the following procedures for the purpose of inducing the Board and the Association to make a voluntary peaceful agreement.

- 4.4.1 Either party may declare an impasse. If impasse is reached and the Association and the Board agree, the parties shall select a mediator with the assistance of the Federal Mediation and Conciliation Services (FMCS).
- 4.4.2 If mediation is unsuccessful and if both parties agree, the mediator may issue a written report to the parties explaining the matters still at issue.
- 4.4.3 The parties agree to share the cost of mediation equally.

ARTICLE 5—GRIEVANCES

5.1 **Definitions**

5.1.1 A "Grievance" shall mean a written complaint by an employee or employees in the Bargaining Unit that there has been a violation, misinterpretation, or inequitable application of an administrative, Human Resources, District or Board procedure, practice, or policy that affects employees; or a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement.

5.1.1.1 Unless provided otherwise in this Agreement, an employee may grieve an alleged violation, misinterpretation, or inequitable application of an administrative, HR, District or Board procedure, practice, or personnel policy that affects employees; or an alleged violation, misinterpretation, or inequitable application of any of the provisions of this Agreement but only alleged violations, misinterpretations, or inequitable applications of the Agreement may go to Level III upon the request of the Association.

5.1.1.2 The term "Grievance" shall not apply if: (1) the method of review of a matter is prescribed by law, (2) the Board is without authority to act on a matter, or (3) a grievance is specifically prohibited or limited by the terms of this Agreement.

- 5.1.2 "Party in Interest" shall mean the grievant, or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
- 5.1.3 "Grievant" shall mean an employee or group of employees, or the Association filing a grievance.
- 5.1.4 The term "workday" shall mean a day on which the grievant or witness is or would normally be scheduled to work.
- 5.1.5 Association designee is defined as a person authorized by the Association to represent the grievant at Levels I or II, but shall not include an attorney currently practicing law and representing the grievant or association.

5.2 **Purpose**

The purpose of this procedure is to seek and secure equitable solutions, at the lowest possible administrative level, to problems that may arise. To the extent permitted by law, this Agreement, and District policy; grievance proceedings, writings and resolutions shall be kept informal and confidential.

5.3 **Procedure**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is a maximum, and every effort should be made to expedite the process. Specified time limits will be strictly enforced, and a grievance not timely presented will be considered waived unless the time limits are extended by mutual agreement. The grievant will be present at all levels of the grievance process and will be expected to respond to questions posed to her/him during the process but may consult their Association representative or designee.

- 5.3.1 Upon request, the Board agrees to make available to the grievant and the grievant's Association representative or designee all information in its possession or control not privileged under law that is relevant to the issues raised by the grievant. The Association agrees to make available to the Board and its representatives all information in its possession or control not privileged under law that is relevant to the issue raised by the grievant.
- 5.3.2 If the Association identifies an employee as a witness whose testimony will be required at a hearing pursuant to this Article 5 during the employee's workday, the Association shall notify the school principal, Human Resources Partner, or the head of the appropriate department at least five (5) work days prior to the date of the hearing, absent extenuating circumstances. As long as the Association provides the requisite notice, the employee will be released without loss of pay for such time as his or her attendance is required at such a hearing.

5.4 **Timing**

No individual's grievance shall be recognized by the District or the Association unless it is presented at Level I within fifteen (15) work days after the grievant knew or should have known of the circumstances upon which the grievance is based. However, if the Association determines that a grievance affects a group of employees, the Association may submit the grievance in writing at Level II. No grievance shall be recognized at Level II unless the Association files the grievance with the Department of Human Resources within twenty (20) work days after the Association knew or should have known of the circumstances upon which the grievance is based.

If both parties have not agreed to extend the time limits for processing a grievance, and the supervising administrator or the District's designee does not meet the time limits for processing a grievance, the grievance may be moved to the next level at the request of the grievant(s) or the Association. If the grievant or the Association do not meet the time limits for processing a grievance, the grievance shall be considered waived.

5.4.1 *Level I- Informal Meeting*

A grievant shall first present a grievance to his/her immediate supervisor in the form of a request for a meeting to attempt to resolve the matter informally. The meeting must be requested within 15 work days of the alleged violation. The grievant may be accompanied by an Association representative or designee during the Level I meeting. The head of the relevant department or their designee may attend the Level I meeting in an effort to resolve the grievance at the lowest possible administrative level. At this time, the grievant may:

- (1) Discuss the grievance personally, and
- (2) Be accompanied by the Association representative or designee or
- (3) Request that the Association representative or designee speak on behalf of the grievant.

The parties will document the time and date of the informal meeting.

The informal meeting shall be held within ten (10) workdays of the employee's request.

The outcome of the informal meeting shall be reduced to writing on the approved form and signed by the parties at the conclusion of the meeting. A copy will be given to each party.

5.4.2 *Level II – Formal*

If the grievant is not satisfied with the disposition of the grievance after the informal Level I meeting, the grievant may file a grievance in writing on a Grievance Disposition Form with the Department of Human Resources within seven (7) work days of the conclusion of the Level I meeting.

The Grievance Disposition Form must contain specific references to the articles of the Agreement and/or policies, procedures, or practices that the grievant alleges were violated, misinterpreted, or inequitably applied; explain how they were violated, misinterpreted, or inequitably applied; and indicate the reason why the

Level I decision is unsatisfactory. Both the grievant and his or her immediate supervisor shall sign the Grievance Disposition Form, but the grievant may proceed with filing the Grievance Disposition Form if the grievant's immediate supervisor does not sign the Grievance Disposition Form within the prescribed time limits. The grievant's immediate supervisor may provide comments related to the Level I process on the Grievance Disposition Form. No additions to the Grievance Disposition form may be made after it has been signed by the grievant and his or her immediate supervisor.

Upon receipt of a grievance, the Department of Human Resources shall schedule a Level II grievance hearing. The Level II grievance hearing shall take place within fifteen (15) work days of the Department of Human Resources' receipt of the grievance.

During the Level II grievance hearing, the District's hearing officer shall hear the grievance, and, attempt to facilitate a resolution. If, at the Level II hearing there is an agreed-upon resolution to the grievance, the resolution will be documented in writing and signed by the grievant and the District's designee(s). Any resolution reached at the Level II hearing shall be final, and no continuation of the grievance will be permitted unless the grievant believes the resolution has been violated by the administrator, manager, the District or designees. If the grievant believes such a violation occurred, the grievance will be remanded back to the Level II hearing officer. The hearing officer will determine whether the resolution was violated. If the hearing officer determines the resolution was violated, he/she shall enforce the resolution. If the Hearing officer determines he/she is unable to enforce the resolution, the grievance shall proceed through the grievance process at Level II, and a new Level II hearing may be scheduled at the discretion of the hearing officer. If a new Level II hearing is not required, the hearing officer shall issue a decision on the merits of the original grievance. If no resolution is reached during the Level II meeting, the hearing officer shall issue a written decision to both parties.

If both parties have not agreed to extend the time limits for processing a grievance and the supervising administrator or the District's designee do not meet the time limits for processing a grievance, the grievance may be moved to the next level at the request of the grievant(s) or the Association. If both parties have not agreed to extend the time limits for processing a grievance and the grievant or the Association do not meet the lime limits for processing a grievance, the grievance shall be considered waived.

5.4.3 *Level III*

If the grievant is not satisfied with the disposition of the grievance at Level II, or if no decision has been rendered within ten (10) work days after the hearing officer has conducted the Level II hearing, the grievant may request that the Association submit the grievance to arbitration or mediation. This request must

be made within seven (7) work days of the grievant's receipt of the Level II decision.

If the Association agrees to submit the grievance to arbitration, the Association shall submit a written demand for arbitration to the Department of Human Resources within twenty-five (25) work days of the Association's receipt of the grievant's request for arbitration. The demand for arbitration must refer specifically to the articles of the Agreement that the grievant alleges were violated, misinterpreted, or inequitably applied; explain how they were violated, misinterpreted, or inequitably applied; and indicate the reason why the Level II decision is unsatisfactory.

5.4.3.1 Mediation

Upon mutual agreement of the Association or its designee and the Department of Human Resources or its designee, the parties may submit the grievance to mediation before scheduling arbitration. If dissatisfied with the mediation process the Association may elect to proceed with the arbitration process.

If the parties agree to mediation, the parties shall jointly select a mediator from a list provided by the American Arbitration Association. Alternatively, by mutual consent, the parties may utilize the Federal Mediation and Conciliation Service (FMCS). If the parties cannot agree on a mediator, the grievance shall be submitted to arbitration.

At the conclusion of the mediation process, the parties will implement any action agreed to through the mediation process. If the mediation process is unsuccessful, the Association may demand arbitration within seven (7) work days of the conclusion of mediation.

5.4.3.2 Arbitration

If the Association elects arbitration, the Department of Human Resources or its designee and the Association or its designee shall discuss selection of an Arbitrator. If the parties agree on an Arbitrator, the District's designee shall submit a request within five (5) work days to the selected individual to preside over the Grievance.

In the event that the parties cannot agree on the choice of an Arbitrator, they shall submit a joint request to the American Arbitration Association for a list of seven (7) Arbitrators skilled in arbitration of educational and/or clerical workplace issues. Within ten (10) work days of the receipt of the list, representatives of the Association and the District shall meet and alternately strike a name on the list. The last name remaining shall be the appointed Arbitrator.

- 5.4.3.2.1 The Arbitrator will have authority to hold hearings and make procedural rules.
- 5.4.3.2.2 All hearings held by the Arbitrator shall be in closed sessions and no news releases shall be made concerning progress of the hearings.
- 5.4.3.2.3 The Board and Association will present all relevant material so that the Arbitrator will have complete information upon which to base a decision. A copy of any information presented to the Arbitrator will be provided to the Association by the Board and to the Board by the Association in advance of the hearing.
- 5.4.3.2.4 The Association and the District will mutually exchange written witness lists at least two work days in advance of the hearing.
- 5.4.3.2.5 The Arbitrator will issue a report within thirty (30) business days after the close of the hearings and submission of any post hearing briefs. The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.
- 5.4.3.2.6 The Arbitrator's report shall be submitted in writing to the Board and the Association only, and shall set forth the Arbitrator's finding of fact, reasoning, conclusions, and recommendations on the issues submitted. The Arbitrator's recommendations shall be consistent with law and with the terms of this Agreement. The Arbitrator's report shall be advisory only, and not binding on the Board or the Association.
- 5.4.3.2.7 Within seven (7) work days after receiving the report of the Arbitrator, the Board's designee and the Association's designee will meet to discuss the report. If the Association wishes to respond to the Arbitrator's recommendation, the Association may submit a written response to the Board's designee within fourteen (14) work days following the Association's receipt of the report of the Arbitrator. The Board will review and consider any documents

provided by the District or its designee and any response by the Association and shall accept or reject the Arbitrator's recommended decision at the next regular meeting of the Board of Education after receipt of the Arbitrator's recommended decision unless the Association and the Board agree in writing to extend this deadline. No public release may be made until after the issue has been submitted to the Board for its decision.

5.4.3.2.8 The costs for the services of the Arbitrator or mediator including per diem expenses, if any, plus actual and necessary travel and subsistence expenses, shall be shared equally by the Board and the Association.

5.4.3.2.9 Upon mutual written consent of the Association and the Board, or at the request of the arbitrator, the parties may make a recording of the arbitration proceedings. Any party may request an official stenographic record of the testimony of the hearings. The party requesting shall pay the costs. If the other party requests a copy of the record, both parties shall split the cost of making the stenographic record.

5.4.3.2.10 In appropriate cases, both parties may agree to follow the expedited rules and procedures of the American Arbitration Association or the Federal Mediation and Conciliation Services FMCS in processing any Grievance at Level III, except that the Arbitrator shall always be chosen pursuant to Article 5.5.3.2.

5.5 Rights of Employees to Representation

5.5.1 Neither the Board nor any member of the Association shall take reprisals affecting the employment status or working conditions of any person, any Party in Interest, any grievant, any Association representative, or any other participant in the grievance process by reason of such participation.

5.5.2 All Employees who file a grievance shall be represented solely by the Association and/or the Association's designee(s) at all levels of the grievance process, except that the grievant may decline representation at Level I. A grievance may not proceed from Level I to Level II or from Level II to Level III without the consent

of the Association and without the Association or its designee's representation of the grievant.

ARTICLE 6—REDUCTION IN FORCE

6.1 Reduction in Force

Reduction in force shall be defined as a necessary reduction in the work force beyond the normal attrition solely for economic reasons. Reductions will be made at the school and/or department level.

In the event that a reduction in the number of positions is necessary at any given worksite, the District shall provide thirty (30) days written notice to the affected employee or employees and will provide DAEOP with a list of those sites and employees impacted. The Association shall have at least 30 days to review the reduction before the reduction takes effect. The District will consider recommendations from the Association.

6.2 Reduction Procedure

6.2.1 In determining which individuals will be impacted by a reduction, work sites (schools or departments) will apply the following criteria in the following order:

1. Consider normal attrition prior to any staff reductions.
2. Lay off hourly employees first.
3. After any hourly reduction, probationary employees who have been employed by the District for 90 days or less will be reduced.
4. If steps one through three do not achieve the necessary reductions, the manager will determine which classification(s) will be impacted. Once the classification(s) have been determined, employees will be notified which classification(s) will be impacted. When determining the reduction(s), the manager will consider documented job performance and the employee's skills for all individuals within the classification. In cases where an individual administrator has not yet appraised any employee, the employee's three prior appraisals will be considered, if available.
5. If the preceding criteria are equal, the least senior employee shall be reduced. For purposes of reduction, seniority will be determined based on an employee's most recent date of hire ("hire date") into the District.
- 6.

6.3 Disposition of Impacted Employees

The following processes will be used to facilitate securing positions for impacted employees:

1. The District will maintain a listing of impacted employees in order of seniority with the most senior employee at the top of the list. The list will be made available, to principals and hiring managers by the Department of Human Resources.
2. Impacted employees will be added to the listing when they are first notified of a pending reduction. The impacted employees will remain on the listing until one year after their date of reduction, or until they secure another position.
3. Impacted employees will be given two guaranteed interviews for DAEOP positions to which they have applied.
4. For positions where multiple impacted individuals request guaranteed interviews, hiring managers will be required to interview at least three (3) of the impacted individuals, but are not limited from interviewing additional impacted individuals who may have applied to the position.
5. In addition to the above processes, the District will offer impacted employees, upon their request, resources on effective job search techniques (e.g. resume writing, interviewing, etc.) DAEOP leadership may provide the District with any job search resources they feel will be helpful for their impacted members.
6. Impacted employees will be given time off for internal interviews if they are scheduled during the work day.
 - 6.3.1 When an impacted employee accepts a position with a different work year from their reduced position, and that difference creates a potential break in service, the District will, in an attempt to avoid or minimize the break in service, pay out the employee's vacation (if applicable) and modify the proration of the employee's pay during the first year in the new position, after consultation with the employee.
 - 6.3.2 When an impacted employee accepts a position in a lower classification, and her/ his rate of pay is within the range of the new position, her/his rate of pay will remain the same. When an impacted employee accepts a lower level position and her/his rate of pay is above the maximum for the position her/his rate of pay will be reset to the maximum salary for the new position.
 - 6.3.3 If an impacted employee does not secure a full time position, they can opt to be converted to a part- time or hourly position dependent on availability and selection.
 - 6.3.4 The employment of employees who do not secure a position will end on the date referenced in their written notification of reduction.
 - 6.3.5 The District and DAEOP will work collaboratively towards assisting impacted employees.

ARTICLE 7—TRANSFER

7.1 General Principles

7.1.1 A change in assignment from one school or worksite to another may be requested by the employee affected, by the principal or designated administrator at the employee's school or worksite, or may be initiated by the Chief Human Resources Officer or designee. The approval of the Chief Human Resources Officer is required before any such change in assignment is granted.

7.2 Lateral Transfer Requested by an Employee

7.2.1 A lateral transfer is defined as a change in assignments and/or locations within the same classification and pay scale. The employee may apply for vacant positions posted on the District's careers website. When selected for a position and whenever possible, the employee will provide of two-week's notice to her/his current supervisor before the transfer will take effect. This timeline may be waived by mutual agreement of the supervisors in collaboration with the employee.

7.2.2 Promotions and demotions are not considered lateral transfer requests.

7.3 Administrative Transfer

7.3.1 An administrative transfer may be made at the discretion of the Chief Human Resources Officer or designee upon recommendation by the employee's supervisor.

7.3.2 If such request for transfer is performance based, it shall be granted only after the employee has had an opportunity to improve such performance concerns through the appraisal process.

7.3.3 In the event an opening exists for which the employee is qualified, the employee being transferred shall be placed in a comparable position with respect to grade and salary previously held.

7.3.4 If no opening exists for which the employee is qualified within the same classification at the time of transfer, the employee shall be placed in a position of lower classification for which the employee is qualified, provided such an opening exists.

7.3.5 When an employee is transferred to a lower classification as a result of an administrative transfer, she/he shall retain the previous rate of pay for a maximum of three (3) months or until a position of the same classification is available, whichever occurs first. The employee must be offered the available position(s) at the previous classification for a period of three (3) months.

7.4 Posting of Positions

7.4.1 The Department of Human Resources shall electronically post all vacancies or new positions as they occur during the year. The District shall adhere to Human

Resource guidelines established for posting of positions. The Association shall be notified of any changes to these guidelines. Posting is for the purpose of soliciting a written expression of an employee's desire to be considered for such positions.

- 7.4.2 Postings will contain the job title and location, a brief description of the major duties, and a summary required and desired qualifications. DAEOP positions will be posted for a minimum of 5 work days. Short-term hourly and part-time positions are not subject to the minimum posting requirement. The minimum posting period shall not apply to promotions of existing staff within a school or department.
- 7.4.3 New positions or vacancies occurring as a result of reorganization within a department shall be posted.
- 7.4.4 The applications of all annual salaried or hourly employees with one (1) or more years of clerical experience with the District, who apply for positions and meet the minimum qualifications as stated on the job posting, will be reviewed by the appropriate administrator. The administrator will schedule interviews based on this review.
- 7.4.5 Hiring Managers will notify the Department of Human Resources of the selection within thirty (30) days after the closing date of the posting.
- 7.4.6 The District's Affirmative Action Plan shall be followed wherever applicable.

7.5 **Promotion**

- 7.5.1 Promotion is defined as movement to a position with a maximum salary step higher than the maximum step of the employee's current salary range. Employees desiring promotion that involves a change of assignment from a school or department to an administrative office or vice versa, must meet the qualifications for the position as determined by the Department of Human Resources and the school's or department's interview team.
- 7.5.2 Employees promoted shall be placed on the new salary range using the following procedures: current salary plus at least five percent (5%) and then placement on the next highest step of the new salary range. The new salary shall not exceed the maximum step of the new salary range.

7.6 **Demotion**

- 7.6.1 Demotion is defined as movement to a position with a maximum salary step lower than the maximum step of the employee's current salary range. An Employee who is demoted must meet the qualifications for the new position as determined by the Department of Human Resources and the school or department's interview team.\

ARTICLE 8 — APPRAISAL

8.1 Appraisal

Employee appraisal should be an ongoing process to be used as a tool to help identify an employee's strengths and areas that need improvement, with the objective of maintaining and/or improving job performance. The appraisal form will be provided by Human Resources, and will be available on-line on the Human Resources website.

- 8.1.1 All employees must be formally appraised every year. Within the first six (6) weeks of the employee's work year, the designated administrator will meet personally with the employee at the beginning of the appraisal cycle to review the employee's job description and to explain the nature of the appraisal. They will meet again when the appraisal is complete to review the appraisal and to develop a plan for addressing areas that need improvement. The annual appraisal cycle will be expected to include a discussion at the start of the cycle to set expectations, as well as a discussion mid-cycle to review the employee's performance relative to the expectations. At the end of the cycle a written appraisal will be completed and submitted to the Human Resources Department. There is an expectation that informal feedback will be provided throughout the appraisal year. Employees will not be placed on an improvement plan until they have been informed of any performance concerns.
- 8.1.2 An hourly employee appraisal shall apply to an employee hired on an hourly basis. Such appraisals are submitted to the Department of Human Resources, and may be administered at any time at the request of the Department of Human Resources, the employee's designated administrator, or the employee.
- 8.1.3 *Review:* The employee appraisal shall be reviewed by the designated administrator with the employee. A written copy of the appraisal shall be provided to the employee.
- 8.1.4 *Signature:* The employee shall sign the copy of the appraisal to be submitted to the senior Human Resources administrator. The signature of the employee on the appraisal form shall indicate that the employee has read the evaluation and discussed its contents with the designated administrator. Signing does not necessarily mean agreement with the appraisal.
- 8.1.5 *Disposition:* The employee may make a written statement concerning the content of an appraisal. Such written statement will be made within seven (7) working days of the review of the appraisal. The employee's written statement and comments will be attached to the appraisal form and placed in the employee's personnel file.
- 8.1.6 *Performance Improvement:* An employee appraisal that includes a rating of below average or unsatisfactory will result in the development of a plan of improvement. The employee has the option of requesting that an Association representative be present. Such a request shall not delay the process more than two (2) working days. If performance concerns are identified at any point during

the appraisal process, supervisors may use counseling, coaching, training and / or the development of a performance improvement plan to address these concerns.

- a. A plan of improvement shall be initiated by a conference between the identified administrator and the employee. The written plan shall be jointly developed between the identified administrator and the employee and shall include specific corrective measures and related timelines. The plan of improvement will identify any persons who will assist the employee and any resources the administrator feels the employee must utilize. The plan of improvement timeline will not be less than forty (40) working days, and will include a minimum of two (2) scheduled reviews.
- b. At the conclusion of the timeline for the Plan of Improvement, another conference shall be held between the designated administrator and the employee at which time the initial concerns and steps to correct deficiencies will be reviewed. If the review results are satisfactory to the designated administrator, the appraisal is concluded. If the review results are not satisfactory, the designated administrator may initiate appropriate action as follows:
 1. Extend the plan's timeline, or
 2. Request an administrative transfer (Article 7.3), or
 3. Recommend termination of employment.

ARTICLE 9—HOURS AND SELECTED WORKING CONDITIONS

9.1 Probationary Period

All new employees covered by this Agreement must serve a three (3) year probationary period. During the first ninety (90) days of this probationary period, all new employees may be discharged without limitation on the District, or countering action by the Association.

9.2 Workday/Work Year

The regular workday for annual salaried employees is eight (8) hours per day, forty (40) hours per week. These eight (8) hours do not include time for lunch. The typical work year for bargaining unit employees is either 200, 210, 220 or 240 days. Work years can be subject to change with 30 days' notice prior to the end of the school year. In these situations, the individual's total compensation will be changed to be commensurate with the new work year. When possible, the revised contract year will begin following the completion of the employee's current contract year.

9.3 **Lunch Period**

9.3.1 Employees shall have a lunch period of at least thirty (30) minutes. This period shall be uninterrupted and duty free.

9.3.2 Employees shall be permitted to leave the building during their lunch period.

9.4 **Overtime**

If an employee works over forty (40) hours in any work week at the request of the principal or immediate supervising administrator, the employee shall be paid on the basis of one and one-half (1½) times the employee's regular rate of pay for the time in excess of forty (40) hours per work week. When a DAEOP bargaining unit member responds to an unexpected and urgent situation that requires the employee to work in excess of the forty-hour (40) work week, the principal or supervising administrator shall authorize overtime for the coverage of that situation.

9.4.1 Time worked by an employee on Saturday in excess of the forty-hour (40) work week at the request of the principal or immediate supervising administrator, shall be paid at the employee's regular rate of pay plus one-half (½) times the employee's regular rate of pay.

9.4.2 Time worked by an employee on Sunday or an approved school holiday at the request of the principal or immediate supervising administrator, shall be compensated at the employee's regular rate of pay, plus one and one-half (1½) times the employee's regular rate of pay.

9.4.3 Annually, at the beginning of each school year, the District shall issue a Fair Labor Standards Act (FLSA) directive to principals, supervisors and DAEOP bargaining unit members. The District agrees to consult with the Association in drafting a plain language version of such.

9.4.4 Employees who, on a periodic basis, are designated to perform non-clerical duties, such as playground, lunch room or bus supervision, will be paid at their regular rate of pay, which may include overtime as required by applicable Federal and State laws, and Board and District policies.

9.5 **Special Staff Duties**

9.5.1 In the event a clerical special staffing duty is available (i.e., staffing box office, carnival sales, school shows, etc.) after regular work hours, in the evening or on weekends, the clerical staff assigned to that building or office shall be given preference in assignment. Employees shall not be required to work such assignments.

9.5.2 Compensation shall be at the overtime rate of pay for actual hours worked over forty (40).

9.6 Working Conditions

The District recognizes that employees have a right to a non-hostile, professional work environment. If a member of the Association feels that they are being bullied, verbally abused or exposed to other unprofessional conduct or retaliation, he/she must immediately report the behavior to the Human Resources Department for investigation. The Human Resources Department will investigate the situation and review the results of the investigation with the complainant to the extent necessary and as authorized by Board Policy and applicable law.

ARTICLE 10- COMPENSATION

10.1 Salaries

10.1.1 Salaries are negotiated on an annual basis. Updated results of salary negotiations can be found at this link: <http://hr.dpsk12.org/daeop>.

The Memorandums of Understanding may supersede the contract language in Article 10, as specified in the MOU.

10.1.2 The matter of salary will be subject to negotiations between the parties pursuant to Article 4 of the Agreement.

10.1.3 Hourly employees shall receive a yearly increment of ten cents (\$.10) per hour effective January 1 of each calendar year.

10.2 Stipends

10.2.1 *Bi-lingual Stipends*

10.2.1.1 Employees who are in positions designated by the principal or manager as requiring oral and reading skills in another language and who pass a bi-lingual proficiency test in those areas will be paid a stipend of fifty dollars (\$50.00) per month.

10.2.1.2 Individuals in positions designated by the principal or manager as requiring oral, reading and writing skills and who pass a bi-lingual proficiency test in those areas will be paid a stipend of one hundred dollars (\$100) per month.

10.2.2 *Medical Stipends*

10.2.2.1 Employees designated by the Principal and delegated by the school nurse to perform health-related nursing duties will be paid a thirty-two dollar (\$32.00) per month stipend. Employees so designated and delegated will be required to meet all training requirements as determined by the school nurse. Delegation and designation may be made for up to one school year at a time. The stipend will cease to be paid, and the corresponding assignment of health-related nursing duties will end, when the employee is undesignated by the principal and/or undelegated by the school nurse and/or moves to another school or department.

- 10.2.2.2 No bargaining unit employee shall be required to provide services for which they have not been properly trained. Training will be provided to employees before they are required to perform any health-related nursing duties. A copy of the Department of Regulatory Agencies Rules and Regulations Regarding Delegation of Nursing Tasks will be provided to all employees involved in the training.
- 10.2.2.3 Designated employees will be required to meet all training requirements as determined by the school nurse and by law. The District shall provide the opportunity for delegates to participate in health office support training, invasive procedures training or one on one training with a school nurse based on the needs of the school.
- 10.2.2.4 Delegates shall not be held personally liable in accordance with applicable state statutes.

10.3 **Yearly Increments**

Regular yearly increments may be granted on July 1 of each calendar year unless an employee shall have been initially appointed between April 1 and June 30, in which case the employee shall not advance to the next step until the second July 1 following the date of initial appointment.

10.4 **Longevity Pay**

Longevity pay is awarded after the completion of 15 years of continuous DPS service and each five-year period of continuous service thereafter. Effective January 1, 2007, the value of each longevity increment will be increased to \$840 annually for all longevity increments earned on or after January 1, 2007. For 2007, employees currently receiving one or more longevity increments earned prior to 1/1/07 and not scheduled to receive an additional increment in 2007, will receive an additional \$20 per month (\$240 annually), on their anniversary date in 2007, to be added to their most current annual increment. Additional increments earned prior to January 2007 will continue to be paid at the \$600, pre-January 1, 2007, rate.

10.4.1 Anniversary dates of appointment shall be the dates on which longevity increments take effect.

10.5 **Educational Incentives**

The self-improvement program is offered to employees as an incentive to upgrading, thus encouraging employees to equip themselves for increasing responsibility within the District. Participation in the program is voluntary. At the time an employee requests an increment, any training which has not been previously approved and is over five (5) years old shall not be considered valid for increment credit.

10.5.1 *Eligibility*

- a. Any annual salaried employee may take approved courses leading to training increment credit. The employee must have completed two (2) full years of employment before receiving credit.
- b. Hourly employees shall be eligible to receive increments for approved training in conformance with the regulations for annual salaried employees. The two-year (2) qualifying condition for payment of increments shall not be applied again to those employees who transfer from hourly to annual salaried positions. Any increments previously paid at the hourly rate shall be converted to the rate for annual salaried employees in the instance of transfers from hourly to annual salaried positions.

10.5.2 *Payment*

- a. Payments shall be made expeditiously upon submission to the senior Human Resources administrator.
- b. Increments may accrue at no more than four (4) per year.
- c. Increments of one hundred fifty dollars (\$150), not to exceed twenty-two (22) or three thousand, three hundred dollars (\$3,300), may be earned by annual salaried employees.
- d. Increments of thirty cents (\$0.30), not to exceed three (3), may be earned by hourly employees.

10.5.3 *Requirements*

- a. Any training must have prior approval by the senior Human Resources administrator to be considered valid for credit.
- b. A total of forty (40) clock hours, or the equivalent in quarter (1/4) or semester hours, shall qualify the employee for one (1) training increment.
- c. Satisfactory completion of courses shall be certified by the instructor. Certificate of Attendance shall be required for credit for workshops.
- d. The employee shall be responsible for keeping all records of each approved course of study, certificates of completion or transcripts. When the total of approved training courses equals forty (40) clock hours, the employee will furnish certificates of completion of transcripts to the senior Human Resources administrator for evaluation.

10.5.4 *Approval of Training/Courses*

- a. Classes offered by Opportunity School and other District sources, which have been pre-approved for increment credit, will carry the DAEOP logo. Tuition shall be charged employees attending Opportunity School for these approved classes and a nominal materials fee may be assessed.

- b. Credit may be granted for courses/training taken at colleges, universities, business colleges, Opportunity School, or other District sources.
 - 1) The employee shall supply to the Department of Human Resources, in advance, such catalogs or brochures necessary for evaluative purposes.
 - 2) Credit shall be assessed by the Department of Human Resources in proportion to semester or quarter (¼) hours of attendance.
- c. Credit for other workshops or seminars may be recommended by the Association and approved by the senior Human Resources administrator. The senior Human Resources administrator may assess the workshop or seminar on the basis of quality of content and clock hours attended beyond duty hours.

10.6 Compensation for Unused Sick Leave at Retirement

Regularly appointed employees who retire through PERA, will be provided compensation for accumulated sick leave days as follows:

- a. When the employee has met the requirements for retirement in the District, that employee shall be eligible for compensation for accumulated sick leave.
- b. A maximum payment of seven thousand, two hundred dollars (\$7,200) for 240-day employees, six thousand, six hundred dollars (\$6,600) for 220-day employees, and six thousand dollars (\$6,000) for 200-day employees will be made by the District for employees who have accumulated one (1) year or more of unused sick leave and who are eligible to retire, or the payment of .0015 times the annual contract salary at retirement times two hundred forty (240), two hundred twenty (220), or two hundred (200), whichever is greater.
- c. The payment of seven thousand, two hundred dollars (\$7,200), six thousand, six hundred dollars (\$6,600), or six thousand dollars (\$6,000) shall be reduced by 1/240, 1/220, 1/200 for each day less than an accumulation of two hundred forty (240) days, two hundred twenty (220) days, or two hundred (200) days or the payment of .0015 times the annual contract salary at retirement times the accumulated number of sick days less than two hundred forty (240), two hundred twenty (220), or two hundred (200).
- d. Prior Accumulation. Because of the changes in short leaves and in recognition of sick leave that was accumulated prior to December 31, 1990, any employee who accumulated sick leave days in excess of two hundred forty (240) days, two hundred twenty (220), or two hundred (200) days up to and including December 31, 1990, shall continue to be credited with such accumulation. Such accumulation shall be eligible for

payment on a prorated basis at the rate of 1/240, 1/220, or 1/200 of seven thousand, two hundred dollars (\$7,200), six thousand, six hundred dollars (\$6,600), or six thousand dollars (\$6,000) for each day, or .0015 times the annual contract salary at retirement, whichever is greater, provided the employee is otherwise eligible to participate in the plan.

ARTICLE 11- GROUP BENEFITS

11.1 Benefits

11.1.1 Group Life Insurance

It is recognized by the Board and the Association that the present group life insurance program of the District is a condition of employment affecting all of the annual salaried employees, and cannot be negotiated with any single group. The District shall assume the full payment of the employee's life insurance.

11.1.2 Disability Insurance

Group long-term disability insurance coverage shall be provided for annual salaried employees.

11.1.3 DPS Flex Plan

Employees will be eligible to participate in the DPS flex plan for group health, dental, and vision insurance, and healthcare and dependent care reimbursement accounts. The District will contribute three hundred twenty-three dollars (\$323) per month for all annual salaried employees.

11.1.3.1 The Plan will be administered by the Department of Employee Benefits and will allow employees to select coverage that fit their needs from a menu of options. Part-time employees will also have the opportunity to participate at their own expense. Employees who are enrolled in another group plan may opt out of the program with proof of other group health coverage.

11.1.3.2 Flex dollars remaining in the DPS flex plan up to three hundred twenty-three dollars (\$323) maximum, will be paid to the employee as taxable earnings, but not as a part of their calculated annual salary for pension consideration.

11.1.4 Long Term Disability Insurance

Employees who have worked for the District ninety (90) days or more will be covered by long-term disability insurance, which will be paid for by the District. This insurance will provide eligible disabled employees with sixty percent (60%) of their salary after a ninety-day (90) elimination period.

11.1.5 *Vacation*

Annual salaried 220/240-day employees earn vacation days, which total fifteen (15) days per year. Annual salaried 210 day employees earn vacation days, which total five (5) days per year. Vacation time is earned on a monthly basis. In the event that an employee requests and uses earned vacation time which includes a legal or school holiday(s), she/he will not be charged earned accrued vacation for the holiday(s) unless she/he was scheduled to work.

11.1.5.1 Annual salaried employees who have completed fifteen (15) years of active service with the District will be granted thereafter five (5) days of paid vacation in addition to the fifteen (15) days annual vacation provided in Article 10.5 on the anniversary date of their appointment.

11.1.5.2 Vacation is accrued on a monthly basis. Employees may retain up to twice their annual vacation allocation (cap) during any twelve-month (12) period. Any vacation days over the cap must be used by January 14 of each year or be forfeited.

11.1.6 *Sick Leave*

11.1.6.1 Purpose

Sick leave is provided to give a reasonable amount of protection for employees and the District so that employees will not feel compelled to attend to duties when it is unwise for them to do so. These days shall be used for illness or death in the family or for the illness or death of close relatives or friends.

11.1.6.2 Allowance for Full-Time Employees

Twelve (12) days of sick leave with full pay are allowed employees whose work year consists of more than forty (40) weeks. Ten (10) days of sick leave with full pay are allowed employees whose work year consists of forty (40) or fewer weeks. The unused portions of the annual sick leave allowance in any one (1) year may accumulate without limit. When an employee is appointed before January 15 of any year, the employee is given credit for the full annual sick leave allowance. An employee appointed on or after January 15, but before August 15, is given credit for one-half (½) the full annual sick leave allowance. An employee reappointed within five (5) years after resignation is given the benefit of any accumulated sick leave which remained to the employee's credit at the time of resignation.

A sick leave bank was established for members of this bargaining unit in September, 1992. Sick Leave Bank guidelines were established by a joint committee of DAEOP and DPS

representatives, and may be modified as provided in the Sick Leave Bank guidelines. The Sick Leave Bank is described in Appendix C.

11.1.6.3 Allowance for Continuing Hourly Employees

Hourly employees assigned to duty twenty (20) or more hours per week (substitutes excluded) and whose work assignments extend through the balance of the semester, are credited with five (5) equivalent days of sick leave or that proportionate part of five (5) days as the remaining days in the semester are to the total days in the semester. During the first year of employment, such hourly employees are credited with sick leave on the sixteenth (16th) day of employment. An additional five (5) equivalent days are allowed for the second semester of the same school year with any unused sick leave allowance from the first semester, cumulative in the second semester. During the second and subsequent years of such employment, hourly employees will be credited on the first day of the work year with five (5) equivalent days of sick leave, and an additional five (5) equivalent days will be allowed for the second semester. The unused portions of sick leave in any one (1) year accumulate without limit.

11.1.7 *Transportation Allowance*

11.1.7.1 Employees whose duties require daily travel between two (2) or more schools shall be reimbursed for automobile use. They shall be paid the current flat rate to cover the cost of maintaining a car plus the current District rate per mile for operating costs. Employees who are receiving a transportation allowance shall carry appropriate insurance to meet District requirements.

11.1.7.2 Employees whose duties require less than daily travel between two (2) or more schools shall be reimbursed at the current District rate per mile.

11.1.8. *Parking Facilities*

11.1.8.1 Annual salaried employees working at a central administration facility and who are required to pay for parking, will receive a monthly (net) stipend equivalent to the monthly parking rate charged to central administration employees working at the same facility. This stipend is only available for employees who do not have access to free District parking.

11.1.8.2 Hourly employees working at a central administration building shall receive an hourly stipend to help defray the cost of public parking.

ARTICLE 12—LEAVES OF ABSENCE

12.1 Temporary Leaves of Absence

General Provisions

Classified employees may be granted the following temporary leaves of absence with pay upon written application to their principal or department head. Except in an emergency, leave requests will be submitted two (2) weeks in advance.

- A. Personal Leave: A total of two (2) days of leave with full pay during each school year shall be granted. Hourly employees assigned to duty thirty (30) or more hours per week in the same assignment are also entitled to the two (2) days' personal leave. Unused personal leave may be converted to sick leave on a yearly basis.

12.2 Extended Leaves of Absence

General Provisions

- A. All requests for leave under this Article shall be submitted to Human Resources in writing.
- B. The time on extended leave of absence shall not be figured in computing the probationary period required for continuing services unless otherwise provided by law.
- C. An employee cannot accept other employment while on an extended leave of absence.
- D. No combination of leaves of absence shall exceed one (1) year.
- E. Except to the extent required pursuant to the Family and Medical Leave Act (FMLA), employee benefits will not be provided to an office professional while on an unpaid extended leave of absence.
- F. Sick leave does not accumulate while on leave, except as provided while on military or Corporation for National Service and for National Peace Corps Association program leave of absence.
- G. Military leaves and other permitted absences shall not be regarded as an interruption of the continuity of active service but shall not be includable as active service, except in the case of military leaves as may be otherwise prescribed by law.

12.3 Types of Leaves

Certain employees are eligible for benefits under the Family and Medical Leave Act (FMLA). An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all paid sick, personal and vacation leave (in that order) prior to being eligible for unpaid leave. Paid leave runs concurrently with all leaves and does not extend the duration of the leave.

The District shall, at the time of approving the employee's request for such leave, give the employee written notice specifying which portion of such leave will be designated as FMLA leave. Other provisions of FMLA and District policy may apply to the FMLA portion of the leave. Please see the District's Human Resources Employment Manual for more information on district FMLA policy.

12.3.1 *Medical Leaves of Absence:*

A. Maternity and Adoption Leave

All regularly appointed, annual salaried employees may be granted maternity, paternity and/or adoption leave for up to one (1) year, without pay or increment, when requested in writing. A request for maternity, paternity and/or adoption leave must be presented to the District at least thirty (30) days prior to the date on which the requested leave will commence. Exceptions will be made in the event of unforeseen medical complications.

The period of probation for an employee will be extended in accordance with the length of leave of absence.

The employee will remain as part of their school/department staff while on leave. To the extent the vacated position requires a replacement, it will be posted and filled using a placeholder, for the remainder of work year unless the employee indicates he/she will return within 90 days, in which case the position will be filled on a temporary basis until the regular employee returns. In no case will the employee's position with the district be held for more than one (1) year.

B. Family Illness Leave

A leave of absence of up to one (1) year, without pay or increment, may be granted to regularly appointed, annual salaried employees for the purpose of caring for a sick member of the employee's immediate family, as defined under the Family and Medical Leave Act (FMLA) who is suffering from a serious medical condition. The employee will remain as part of their school/department staff while on leave. To the extent the vacated position requires a replacement, it will be posted and filled using a placeholder for the remainder of the work year, unless the employee

indicates he/she will return within 90 days, in which case the position will be filled on a temporary basis until the regular employee returns. In no case will the employee's position with the district be held for more than one (1) year. The period of probation for an employee will be extended in accordance with the length of leave of absence.

C. Extended Personal Illness Leave

Any employee who suffers from a serious medical condition and such condition extends beyond accumulated sick leave allowable, may be granted a leave of absence of up to one (1) year without pay or increment in accordance with applicable law.

1. Request for such leave must be accompanied by a statement from an attending physician that such leave is medically necessary.
2. Request for such leave must also be approved by the Department of Human Resources. An external consultant may be used, but the District will make the final decision.
3. The employee will remain as part of their school/department staff while on leave. The vacated position will be posted and filled using a placeholder for the remainder of the work year, unless the employee indicates he/she will return within 90 days, in which case the position will be filled on a temporary basis until the regular employee returns. In no case will the employee's position with the district be held for more than one (1) year. The period of probation for an employee will be extended in accordance with the length of leave of absence.

D. Extended Personal Illness Leave and Coverage by Short and Long-Term Disability Insurance

1. Short-term disability insurance is available to certain members of Colorado PERA. Certain rules and restrictions apply. See <https://www.copera.org>.
2. Long-Term Disability is available through Denver Public Schools to a full-time employee.
 - A. Eligibility waiting period: Full time employees are eligible for this benefit upon completion of three months of continuous service. Additionally, you must be off work due to disability for 3 months before payments begin (if approved). See http://hr.dpsk12.org/health_leaves to review the Long Term Disability Insurance handbook.
 - B. Employees approved for short or long-term disability insurance will need to do so concurrently with FMLA

and/or an extended personal illness leave as described in item 12.3.1-C above. In no case will an employee's position with the district be held for more than one (1) year.

12.3.2 *Non-Medical Leaves of Absence*

A. Military Leave

Leave for military personnel will be handled in accordance with The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). As a matter of course the following will apply to all employee utilizing leave under USERRA:

1. Employees who are inducted into the U.S. Armed Forces or who are reserve members of the U.S. Armed Forces or state militia groups will be granted leaves of absence for military service, training or other obligations in compliance with state and federal laws.
2. These employees may use accrued vacation leave but are not required to do so.
3. At the conclusion of the leave, employees generally have the right to return to the same position held prior to the leave or to positions with equivalent seniority, pay and benefits.
4. Employees are requested to notify their supervisors as soon as they are aware of the military obligation. Generally, an employee retains a USERRA right to re-employment as long as the individual's cumulative length of military service does not exceed five years.
5. Questions regarding the District's military leave policy, applicable state and federal laws and continuation of benefits should be directed to the Department of Human Resources.

B. Corporation for National Community Service and for National Peace Corps Association Program Leave.

Leave for Corporation for National Community Service and for National Peace Corp Association programs, will be granted, without pay, to any classified employee who has completed at least three (3) years of continuous service, who enlists for a period not to exceed two (2) years. Upon return from such leave, the employee will be placed on the salary schedule at the level which said employee would have achieved had the employee remained actively employed in the system during the period of this absence. National Community Service or National Peace Corps program leave is for one (1) year at a time, and must be renewed for the

second year. Employees are credited with regular sick leave allowance during their period of program service.

C. Leave for Candidate for Public Office

Employees have the right to become candidates for public offices and to serve in such offices, unless there is a specific legal prohibition, as in the case of the City and County of Denver. Employees who have completed at least three (3) continuous years of service may be granted a leave of absence without pay or increment, in order to run for, or serve in, public office. Application for leave will be for a determined period of time.

D. Leaves for Study

Classified employees who have completed at least three (3) continuous years of service may be granted, upon request, leaves of up to one (1) year without pay or increment for study, if the study pertains to the work in which the employee is engaged, or would enhance opportunities for promotion to other positions listed on the Salary Schedule for Classified Employees. Transcripts or other pertinent materials are to be turned in on completion of study.

E. Jury Duty

1. Employees shall be granted the necessary time for jury service with full salary.
2. Employees who are subpoenaed or summoned to appear in court in connection with their employment with the District shall be granted the necessary time with full salary.
3. All fees received for service are to be turned in to the Disbursing Office. Fees earned during holidays or vacations shall be retained by the employee. In the event that an employee reporting to the court is excused for the day, the employee shall report to assigned school or unit for duty within a reasonable time.

12.3.3 *Employees Returning from Leave*

Employees on leaves covered by law, will be returned from leave consistent with the applicable law. Employees on leaves which are not covered by law will be returned to the position they held when they were approved to go on leave.

If an employee's position is subject to reduction while the employee is on leave, the employee will be subject to the processes outlined in Article 6.

ARTICLE 13—JOB SHARING

Job sharing may be requested by regularly assigned office professionals who wish to work only half time. Procedures for assignment to a job sharing position will be available upon request from the Department of Human Resources.

- 13.1 Application for a job-share position must be made in writing to the Department of Human Resources.
- 13.2 Salary, benefits, accrued service and other employment entitlements shall be half their usual value, as applicable.
- 13.3 The job-sharing assignment must be approved by the Department of Human Resources and the school/department where the position is assigned.
- 13.4 Job sharing may be requested by a regularly assigned office professional who wishes to work only half time. Procedures for assignment to a job sharing position will be available upon request from the Department of Human Resources.

ARTICLE 14—PROPERTY DAMAGE

- 14.1 The District shall assume no responsibility for damage to employees' personal vehicles with the following exception. In the event an employee was within the course and scope of his/her employment and had parked his/her vehicle on District property, the District may reimburse the employee for repair or replacement costs not to exceed \$350.00 per incident for damage to the vehicle sustained as the result of mischief or vandalism. The District will not reimburse employees for damage which resulted from the negligence of the employee. Reimbursement will be in accordance with District and Risk Management policies and procedures.
- 14.2 The District shall assume no responsibility for damage to or loss of employees' personal property with the following exception. In the event an employee, was within the course and scope of his/her employment, and had his/her clothing, purses, prescription eyeglasses or personal electronic devices damaged, or destroyed as a result of mischief, vandalism, or other workplace hazard. The District may reimburse the employee up to \$350.00 per incident. The District will not reimburse employees for damage or destruction which resulted from the negligence of the employee. Reimbursement will be in accordance with District and Risk Management policies and procedures
- 14.3 The maximum dollar amount of claims that will be processed for reimbursement for losses occurring in the period August 1, 2016 through July 31, 2019 shall be ten thousand dollars (\$10,000). Completed claims will be reimbursed on a first come, first-served basis. The ten thousand dollars (\$10,000) is to be used solely for losses and is not negotiable.

IN WITNESS WHEREOF, the parties have caused their corporate names to be hereunto subscribed by their respective Presidents and attested by their respective Secretaries, this _____ day of August, 2016.

DENVER ASSOCIATION
OF EDUCATIONAL OFFICE
PROFESSIONALS

SCHOOL DISTRICT NO. 1 IN THE
CITY AND COUNTY OF DENVER

By: SIGNATURE ON FILE _____
Amy Grant- President

By: SIGNATURE ON FILE _____
President

ATTEST:

ATTEST:

By: SIGNATURE ON FILE
Secretary-Treasurer

By: SIGNATURE ON FILE
Secretary-Treasurer

APPENDIX A—FORMER NEGOTIATIONS UNIT JOB TITLES

Accountant III	Clerk, Accounts Payable I	Mail Room Head
Assistant Buyer	Clerk, Accounts Payable II	Management Relations
Assistant Timekeeper I	Clerk, Code	Assistant
Assistant Timekeeper II	Clerk, Mail Room I	Office Services I
Assistant Timekeeper III	Clerk, Mail Room II	Office Support I – 200-Day
Bookkeeper I	Clerk, Purchasing I	Office Support – 220-Day
Bookkeeper I – 220-Day	Clerk, Purchasing II	Office Support II – 200-Day
Bookkeeper II	Clerk, Senior I	Office Support II – 220-Day
Bookkeeper II – 220-Day	Clerk, Senior I – 200-Day	Office Support III – 200-Day
Bookkeeper III	Clerk, Senior II	Office Support III – 220-Day
Business Machine Operator	Clerk, Senior II – 200-Day	Secretary I – 200-Day
Assistant/Multilith	Clerk, Hourly - Day	Secretary I – 220-Day
Business Machine Operator	Clerk, Hourly – Evening	Secretary I – 240-Day
Head/Multilith	Data Entry I	Secretary I – Periodic
Business Machine Operator	Data Entry II	Secretary I FWY – 200-Day
Buyer	Data Processor II – 200-Day	Secretary II – 200-Day
Buyer I	Data Processor II – 220-Day	Secretary II – 220-Day
Buyer II	Financial Clerk I	Secretary II – 240-Day
Buyer Assistant	Financial Clerk II	Secretary II – Periodic
Clerk	Input/output Head	Secretary III
Clerk, Hourly (part-time)	Key Entry Head	Secretary IV
Clerk, 200-Day		Secretary V
Clerk 220-Day		Service Center Coordinator
		Stores Ledger Specialist
		Training Technician
		Training Technician I
		Typist, Bid

APPENDIX B—SICK LEAVE BANK GUIDELINES

The Sick Leave Bank will be continued under guidelines and procedures developed and administered by the Sick Leave Bank Committee and approved by the District and the Association. Employees may choose to enroll in the Bank during September of any year. During the month of December, one (1) day will be taken from the available sick leave of the participating employee and contributed to the Bank. The guidelines listed below were developed by the committee in June, 2012. Click the following link for the current guidelines [http://hr.dpsk12.org/stories/storyReader\\$213](http://hr.dpsk12.org/stories/storyReader$213).

DENVER PUBLIC SCHOOLS SICK LEAVE BANK

Guidelines and Procedures

Administration: The SLB was established by members who desired to assist fellow colleagues in need due to illness/injury. The days in the bank have been donated by members for members. The bank is maintained by on-going contributions of personal accumulated sick days by members. The Sick Leave Bank will be continued under guidelines and procedures developed and administered by the Department of Human Resources approved by the District and the participating associations.

Purpose: The sole purpose of the Sick Leave Bank (SLB) is to provide to eligible employees who have exhausted all of their accumulated paid leave and would otherwise be on unpaid leave the means of obtaining additional sick leave days upon proper approval, thus allowing employees time to be restored to health so that they may return to work with the District. It is not the intent of the SLB to provide additional days off for elective surgery, in lieu of a health leave, or prior to retirement or resignation.

Eligibility: The following are eligible to voluntarily participate in the Sick Leave Bank.

- Administrators, Managers, and Supervisors – all employees classified as administrators, managers and supervisors by Human Resources.
- CWA - All employees covered by the terms and conditions of the negotiated CWA Agreement
- DAEOP – Must be full-time contract employee or an hourly employee who has completed one year of service at an assignment of 40 hours per week and accrues cumulative sick leave.
- DCTA – employees covered by the terms and conditions of the negotiated Agreement between the Board of Education and the Denver Classroom Teachers Association. Includes, teachers (contracted, job-share and part-time contracted), nurses, social workers & psychologist.
- Classified Personnel
 - Professional-Technical, Non-affiliated, Facility Managers – Must be full time, contract employee or an hourly employee who has completed one year of service at an assignment of 40 hours per week and accrues cumulative sick leave.
 - Paraprofessional (full-time is defined as 7 hours per day). If the hours as a Paraprofessional drop below 7 hours per day, the membership in the SLB will terminate effective the end of the month in which the hours are reduced. If the hours are increased to 7 hours per day within the same school year, the affected employee must notify the Department of Human Resources to be reinstated in the SLB without donating another 2 days as a new member.
 - ATU – all employees covered by the terms and conditions of the negotiated ATU Agreement and accrues cumulative sick leave.
 - ABGW – all full-time employees covered by the terms and conditions of the negotiated ABGW Agreement.
 - Food Service – employees covered by the terms and conditions of the Nutrition Services Agreement who are working 7 hours or more a day.
- Vocational Teacher - Any employee represented by the VTF if the person has completed one year of full-time service, is a contract employee or annual contract employee, and accrues sick leave (full-time is defined as 6 hours per day).

Membership:

New Hire Initial Offering

- Newly hired employees will be eligible to enroll in the SLB within sixty (60) days from their official first day of work with the District.
- As a condition of enrollment, the following number of personal sick leave will be deducted from the new employee's accrual the first of the month following 60 days of employment.
 - Administrators, Managers, and Supervisors 1 Day
 - CWA 2 Days
 - DAEOP 2 Days
 - DCTA 1 Day
 - Classified Personnel 2 Days
 - Vocational Teacher 1 Day (6 hours)
- If the employee misses the 60 day window of opportunity or if the employee has used his or her accrual below the required day(s) contribution limit, he or she will have the opportunity to enroll during the September Open Enrollment period.

New Membership Annual Open Enrollment

- All eligible employees not currently a SLB member will be able to enroll in the SLB program by completing the online application for membership during the annual open enrollment September 1 – 30.
- All new members must have the designated number of personal sick leave accumulation (see above) as of November 30 following the September enrollment period in order to join the Sick Leave Bank. If the employee does not have the designated number of days to donate, he or she will not be eligible to enroll until the following September.
- The effective date of membership for new enrollees is December 1.

Continuing Membership

- Current members will have one personal accumulated sick leave day automatically deducted every November as a condition of continued membership. DO NOT re-enroll during the open enrollment period as this action will stop continuation of membership.
- Previously contributed days will not be returned to members for any reason.
- Membership shall continue until revoked by the member either during annual open enrollment (by selecting waiver) or in writing to Human Resources by September 30. Re-enrollment is required for all revoked membership and continuous membership is considered broken. New membership sick leave contribution must be satisfied upon re-enrollment.
- Employees returning from medical leave will be able to reinstate their enrollment in the Bank by contacting HR Connect, 720-423-3900 or emailing connect_humanresources@dpsk12.org within 30 calendar days of return to work with the mandatory one personal accumulated sick leave deducted when sick leave begins to accrue again.

Application for Health Leave and SLB Day Usage:

- The employee must submit the request and attach a Medical Certification form through Employee Space (ESS) when applying for a medical leave. See the [Health Leave Website](#) for information on requesting a leave and to obtain the Medical Certification form.
- Available Sick Leave Bank days will automatically be applied to the employee's approved personal illness leave or maternity leave (see restrictions below) if the leave extends beyond the time the employee has exhausted all other paid leave accrual (sick, personal and vacation – in that order).

Guidelines: The following are the specific guidelines which the Department of Human Resources will use when determining the merit of an application and the distribution of SLB days.

1. The applicant's own paid leave accumulation must be exhausted before the applicant is eligible to draw from the Bank. Any paid leave granted by the District up to the current year annual allotment will be added into the paid leave accumulation prior to SLB day usage.
2. If a member is currently on a Board-Approved or other personal leave, requests for Sick Leave Bank day usage will not be considered.

3. SLB days will only be granted for circumstances which initially require five or more full school/work days of consecutive absence.
4. No applicant will be granted more than the designated number of days per twelve month period according to the classification/ Bargaining Unit maximum amount (see below for details). Each member's 12 month period begins with the first SLB day used.

Administrators, Managers, Supervisors: An applicant will be granted up to 40 days per year.

CWA: No applicant will be granted more than thirty (30) days per year.

DAEOP: No member will be granted more than 20 days per year.

DCTA: The maximum number of SLB days granted will be on the basis of years of consecutive membership in the Bank as follows:

Maximum Days Eligible

First year of membership	10 days
Two years of consecutive membership	20 days
Three years of consecutive membership	30 days
Four years of consecutive membership	40 days
Five years of consecutive membership	50 days

Note: Eligible members working on a half-time basis will be granted days in units of half-days. Should an employee's membership be discontinued for one or more years, except for approved leave, he/she will be considered a new member and the limitations of benefit maximum usage shall be applicable (first year of membership = 10 days).

Classified Personnel: No member will be granted more than 20 days per year.

Vocational Teacher: No member will be granted more than 60 hours per year.

5. Individuals who use the maximum number of SLB days within a 12 month period are not eligible for SLB day usage for one full year (i.e. Joe used his maximum SLB days with his first usage on 12/1/12. He would not be eligible to receive additional SLB days until 12/1/13.)
6. SLB days will be granted in the amount needed to extend paid status as close to the last day of the leave as possible, but no more than the appropriate annual maximum. The leave length and return to work date is defined by approved personal illness leave.
7. Disability due to pregnancy will be treated as any other disability. See the Special Guidelines/Procedure for using SLB days for Pre/Post-Partum on the [Sick Leave Bank Website](#). Note: SLB days cannot be used during the "baby bonding" portion of a maternity leave.
8. SLB days will not be used in lieu of disability retirement.
9. SLB days will not be granted for elective surgery that could be scheduled during designated vacation periods or for treatment plans that could be scheduled outside normal work hours.
10. Members who are receiving temporary disability payments from the Workers' Compensation Insurance Fund, Short-term Disability, or Long-term Disability are not eligible to receive SLB days.
11. Members who are receiving payments from a third party as a result of an accidental bodily injury or sickness caused by the negligence or wrong doing of a third party shall not be eligible to receive SLB days.
12. The SLB may be used only by the individual member for his or her own personal illness/injury and not for the illness of family members or to care for a newborn.
13. Approved SLB days will be granted to the member at their usual daily rate of pay. No member shall receive more than his or her annual salary as a result of SLB assistance.
14. All granted, but unused days must be returned to the SLB. The member will receive written verification from the Payroll Department and/or Health Leave personnel if unused days are returned to the SLB.
15. The first 12 weeks of the Family Medical Leave Act Leave (FMLA) runs concurrently with the personal accumulated days and SLB days. According to the adopted FMLA Board Policy, every employee who has been absent three (3) or more consecutive days must provide medical validation and must use all paid sick, personal and vacation leave (in that order) prior to being eligible for unpaid leave.

Appeal Process

Should Health Leave personnel have cause to believe a member may be drawing SLB days in violation of the Guidelines and Procedures, that member shall be notified in writing by the Health Leave personnel and accorded an opportunity to appeal. The member can appeal in writing to Health Leave personnel within 10 working days of receipt of notification. The case will be reviewed by a committee made up of Human Resources and Bargaining Unit representation and the majority decision of the committee will be final. Any member found in violation shall be required to repay all obtained days and prohibited from receiving days for a period of two (2) years.

APPENDIX C—SALARY SCHEDULE

DAEOP Classification
 Step and Grade Schedule
 Effective August 1, 2016

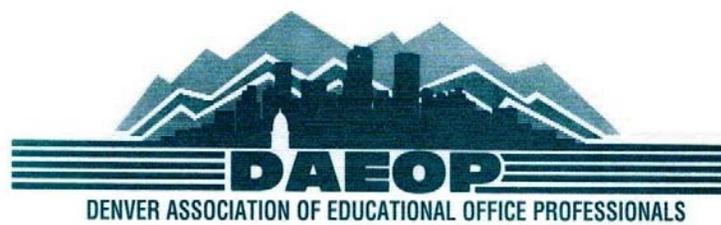
Job Code	Job Title	Schedule	Grade	Min Step	Max Step
7773	WELCOME CENTER RECEIPT 240	155	010	15	41
7853	OFFICE SUPPORT I 200	155	010	19	39
7853	OFFICE SUPPORT I 240	155	010	19	39
7853	OFFICE SUPPORT I 220	155	010	19	39
7856	SECRETARY I 220	155	010	23	41
7856	SECRETARY I 200	155	010	23	41
7856	SECRETARY I (FLEX) 200	155	010	23	41
7856	SECRETARY I (JOB SHARE) 200	155	010	23	41
7856	SECRETARY I 240	155	010	23	41
7696	BUYER ASST 240	155	010	23	45
7452	LIBRARY TECHNICIAN I 240	155	010	23	45
7305	ACCOUNTANT I 240	155	010	27	49
7305	ACCOUNTING TECHNICIAN I 240	155	010	27	49
7330	BOOKKEEPER II 240	155	010	27	49
7330	BOOKKEEPER II 220	155	010	27	49
7330	BOOKKEEPER II 200	155	010	27	49
7331	BOOKKEEPER II, HOURLY 00	155	010	27	49
7857	SECRETARY II 220	155	010	31	51
7857	SECRETARY II 240	155	010	31	51
7857	SECRETARY II 200	155	010	31	51
7854	OFFICE SUPPORT II 200	155	010	35	51
7854	OFFICE SUPPORT II 240	155	010	35	51
7854	OFFICE SUPPORT II 220	155	010	35	51
7452	LIBRARY TECHNICIAN II 240	155	010	37	61
7305	ACCOUNTANT II 240	155	010	43	65
7305	ACCOUNTING TECHNICIAN II 240	155	010	43	65
7696	BUYER 240	155	010	43	65
7491	PAYROLL TECHNICIAN III 240	155	010	43	65
7803	ACCOUNTS PAYABLE TECHNICIAN	155	10	43	65
7804	ACCOUNTS PAYABLE SPECIALIST	155	10	43	65
7883	SERVICE COOR CENTER (SCC) TECH	155	010	45	65
7855	OFFICE SUPPORT III 240	155	010	49	57
7855	OFFICE SUPPORT III 220	155	010	49	57

Code	Job Title	Schedule	Grade	Min Pay	Max Pay
7538	SECRETARY - HOURLY	0770R	010	\$12.00	\$20.49
7539	SECRETARY - PART-TIME	0770R	010	\$12.00	\$20.49

Job Codes for Pay Grade 20 with Minimum and Maximum Steps
 (The pay rates to the RIGHT apply to all of the jobs below):

Code	Job Title	Schedule	Grade	Min Step	Max Step
7540	CLERICAL SPECIAL ASSIGNMENT 00	155	20	29	37
7540	SECRETARY I 00	155	20	23	41
7541	SECRETARY II 00	155	20	31	51
7540	DATA PROCESSOR II 00	155	20	33	55

Grade	10	Grade	20
Pay Step	Pay Rate	Pay Step	Pay Rate
19	13.816		
20	14.087		
21	14.358		
22	14.630		
23	14.903	23	14.924
24	15.162	24	15.206
25	15.423	25	15.477
26	15.683	26	15.802
27	15.943	27	16.128
28	16.216	28	16.356
29	16.476	29	16.584
30	16.748	30	16.703
31	17.020	31	17.063
32	17.290	32	17.345
33	17.552	33	17.627
34	17.823	34	17.866
35	18.094	35	18.105
36	18.356	36	18.431
37	18.616	37	18.756
38	18.984	38	19.083
39	19.354	39	19.408
40	19.714	40	19.768
41	20.071	41	20.116
42	20.419	42	20.429
43	20.756	43	20.745
44	21.124	44	21.136
45	21.484	45	21.526
46	21.832	46	21.929
47	22.178	47	22.331
48	22.547	48	22.645
49	22.917	49	22.961
50	23.275	50	23.351
51	23.623	51	23.742
52	23.992		
53	24.351		
54	24.709		
55	25.056		
56	25.415		
57	25.764		
58	26.131		
59	26.500		
60	26.849		
61	27.196		
62	27.555		
63	27.902		
64	28.250		
65	28.587		



Denver Association of Educational Office Professionals
Representing the Clerical Employees of Denver Public Schools
1500 Grant Street, Suite 210
Denver, CO 80203
(303) 831-0590