

AGREEMENT

between

COMMUNICATIONS WORKERS OF AMERICA



and

SCHOOL DISTRICT NO. 1

in the

CITY AND COUNTY OF DENVER

and

STATE OF COLORADO



August 1, 2020 through July 31, 2023

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PREAMBLE

THIS AGREEMENT is made and entered into by and between SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER AND STATE OF COLORADO and the COMMUNICATIONS WORKERS OF AMERICA, on this 1st day of August, 2020.

Attainment of the objectives of the educational program conducted in the schools of the district requires mutual understanding and cooperation between the Board, the Superintendent and administrative staff, the certificated personnel, the building operating employees, and other classified employees. To this end, good-faith negotiations between the Board and the union are desirable.

It is recognized that providing necessary skilled services requires the possession of specialized training and qualifications, and that the success of such services conducted in the public schools of the district depends upon the cooperation of well-qualified employees who are reasonably well satisfied with the conditions under which their work is rendered. It is further recognized that building operating employees have the right to join, or to refrain from joining, any organization for their professional or economic improvement and for the advancement of public education.

The union recognizes that the Board has the responsibility and authority to manage and direct on behalf of the public all the operations and activities of the school district to the full extent authorized by law and Constitution of the State of Colorado, and of the United States. The exercise of these powers, rights, authorities, duties and responsibilities by the Board, and the adoption of such rules, regulations and policies as it may deem necessary, shall be limited only by the terms of this Agreement, and then only to the extent that such terms hereof are in conformance with the Constitution and laws of the State of Colorado and the Constitution and laws of the United States.

NOW THEREFORE, the parties agree as follows:

ARTICLE 1 – DEFINITIONS

- 1-1 The term "employee" or "building operating employee," as used in this Agreement, shall refer to all regularly assigned personnel represented exclusively in Article 3 — Recognition.
- 1-2 The term "Board," as used in this Agreement, shall mean the Board of Education of School District No. 1 in the City and County of Denver and State of Colorado.
- 1-3 The term "union," as used in this Agreement, shall mean Communications Workers of America.
- 1-4 The terms "district," "school district," "Denver Public Schools," and "DPS," as used in this Agreement, shall mean School District No. 1 in the City and County of Denver and State of Colorado.
- 1-5 The term "Superintendent," as used in this Agreement, shall mean the Superintendent of Schools of School District No. 1 in the City and County of Denver and State of Colorado.
- 1-6 Beginning January 1, 1995, the terms "department" and "departmental," as used in this Agreement, shall refer to the Department of Facility Management.
- 1-7 The term "classification," as used in this Agreement, shall refer to the job title of the position held by the employee.
- 1-8 The term "grade," as used in this Agreement, shall refer to the salary applicable to the classification.
- 1-9 The term "school year," as used in this Agreement, shall mean the period of time from the opening of the schools of the district in the fall, usually in August, through the closing of the schools of the district in the spring, usually in June, or in the event that the entire year is consumed by school, the terminology "school year" shall encompass the entire year.
- 1-10 The term "Building Manager," as used in this Agreement, shall mean the immediate supervisor of all school-based custodial staff and of Assistant Facility Manager IIs and Crew Lead IIs while these employees are serving in schools as floaters.
- 1-11 Four-hour, part-time custodians will be covered in Addendum A, which is part and parcel of this collective bargaining agreement. Addendum A will be totally encompassing of issues and benefits that pertain solely to part-time custodians.

ARTICLE 2—GENERAL

- 2-1 The Board shall not discriminate against any employee.
- 2-1-1 A grievance does not include a complaint of discrimination covered by Article 2-1 and/or Board Policy AC. An employee who believes that they have been a victim or witness to discrimination or harrassment may make a complaint by following the Districimination Prevention and Response (DPR) process that is fully outlined in the Superintendent Regulation AC-R1 or any other applicable regulation.
- 2-2 The union shall not discriminate against any employee, and will represent all employees within the bargaining unit equally in all negotiable matters.
- 2-3 This Agreement constitutes Board policy for the term of said Agreement, and the Board and the union will carry out the commitments contained herein and give them full force and effect.
- 2-4 No provision, term, or condition of this Agreement shall be in any way interpreted as affecting or changing the provisions of the retirement plan of the school district now in effect, or any of the policies, rules, or regulations made pursuant to said retirement plan.
- 2-5 No change, revision, alteration, or modification of this Agreement, in whole or in part, shall be valid unless the same is ratified by both the Board and the union and endorsed in writing hereon.
- 2-6 This Agreement shall be governed and construed according to the Constitution and laws of the State of Colorado and the United States Constitution.
- 2-7 The Board and union 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.
- 2-8 In case of any direct conflict between the express provisions of this Agreement and any Board or union policy, practice, procedure, custom, or writing not incorporated in this Agreement, the provisions of this Agreement shall control.
- 2-9 The union and the Board agree that differences between the parties shall be settled by peaceful means as provided in this Agreement. The union and the district employees who constitute the union's membership, in consideration of the terms and conditions of this Agreement, will not engage in, instigate, or condone

any strike, work stoppage, or any concerted refusal to perform normal work duties.

- 2-10 The Board and the union shall periodically mutually publish this Agreement and share the cost of providing all employees with a copy. Employees newly hired into the bargaining unit by the district shall receive a copy of the current Agreement.
- 2-11 School email may be used by the union. A copy of all material sent by the union through the school email will be provided in advance to the Director of Facility Operations. Materials sent by the union through the school email shall contain no derogatory reference(s), direct or implied, to any member of the Board of Education, official of the school district, management person, or other employees of the district, and shall be consistent with the spirit of Article 2-9 of this Agreement. It is understood that this exclusive privilege of the union can be canceled unilaterally by the Board of Education at any time, without notice, should provisions of this Agreement be violated.
- 2-12 The parties recognize that the Board of Education has the responsibility and authority to manage and direct on behalf of the public all the operations and activities of the district to the full extent authorized by law. All rights and authority of the Board of Education, which are not specifically waived, compromised, or otherwise limited in this Agreement, are retained by the Board of Education.

ARTICLE 3—RECOGNITION

- 3-1 Pursuant to the provisions of the recommendation concerning the proposal for a negotiating unit for building custodial employees adopted by the Board of Education on April 20, 1978, the Board has recognized the union as the exclusive representative for the purpose of negotiations with respect to wages, hours, terms, and conditions of employment of all employees known as building custodial operating employees consisting of the following job categories: Assistant Facility Managers, Crew Leads, custodial helpers, and part-time custodians.
 - 3-1-1 Effective May 1, 2006, four-hour, part-time custodians with three (3) months or more of continuous service with the district shall be included in the bargaining unit effective on the ninetieth (90th) calendar day from their date of hire.
- 3-2 The Board hereby affirms recognition of the union pursuant to Resolution 2056 and agrees that the union shall continue as such exclusive representative until July 31, 2023, and for such additional periods of time as its recognition may be extended under procedures approved by the Board.

3-3 All rights and privileges granted to the union under the terms and provisions of this Agreement are for the exclusive use of the union.

3-4 **Dues Deductions**

3-4-1 The Board agrees to deduct from the salaries of Denver Public Schools operating employees who are members of the union an amount to cover dues for the union, and/or State, and/or National Affiliated Union(s) up to and including an amount equivalent to two (2) hours' salary per month as said employee individually and voluntarily authorizes the Board to deduct, and to transmit the amount so authorized to the treasurer of the union.

3-4-2 Each person who desires to authorize such deduction shall file with the DPS Payroll Department through the office of the union a signed and dated form authorizing the school district treasurer to deduct from his/her monthly earnings and to remit to the treasurer of the union an amount certified to the schools in writing by the secretary-treasurer of CWA. Such form shall include a waiver of all rights and claims against the Board of Education and the school district and the officers and agents thereof for monies 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 such person notifies the DPS Payroll Department in writing on an appropriate form that the person desires to discontinue or otherwise change such authorization. Said notice to change such authorization may be made only during the period from December 1 to December 15 each year. The district will provide the union with a copy of the notice-to-change authorization.

3-4-3 Deductions shall be made uniformly on each monthly payroll period. The school district secretary shall not be required to honor for any month's deduction any authorizations that are delivered later than the tenth (10th) day of the month prior to the distribution of the payroll from which the deductions are to be made.

3-4-4 If a person who is absent on account of sickness, leave of absence, or for any other reason has no earnings due for the month, no deductions will be made for that person for that month. The union will arrange collection of dues for that month directly with the person.

3-4-5 The union agrees that the Board shall not be held liable for any action growing out of these deductions and/or 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 union.

3-4-6 A service charge of ten cents (\$.10) per month, per individual authorization shall be retained by the district to help defray costs of making such deduction.

ARTICLE 4—NEGOTIATIONS

4-1 After approval and execution of this Agreement and upon request by the union to the Board or by the Board to the union after August 1, 2020, the Board and the union will negotiate as provided in Article 5, provided that the union remains the exclusive representative as provided in Article 3-2.

4-1-1 This contract shall be effective August 1, 2020, and shall remain in full force until July 31, 2023. Salary and benefits negotiations occur on an annual basis. Current MOU can be found on the DPS website at the following link: <https://hr.dpsk12.org/employee-associations/#1486430873130-d6687249-2493>

4-1-2 Such negotiations, including mediation, if any, shall be concluded not later than June of each year, unless extended by mutual consent.

4-2 Inaugurating Negotiations

4-2-1 Written requests for negotiations between the Board and the union may be submitted on such matters concerning employees' salaries, wages, hours, and conditions of employment as the parties from time to time may agree to negotiate.

4-2-2 The subject matter to be considered will be specified.

4-2-3 Representatives who will participate in negotiations will be named. If substitutes or alternates are necessary, they may be named at a later date.

4-2-4 A written response will be made within ten (10) days of the receipt of any such written request.

4-3 Conducting Negotiations

4-3-1 Meetings between representatives of the union and the Superintendent or official representatives shall be scheduled for mutually satisfactory times.

- (a) Relevant data and supporting information, proposals, and counterproposals will be presented.
- (b) Consultants may be used if deemed advisable by either party.
- (c) While negotiations are in process, any releases prepared for news media will be approved by both groups.

4-3-2 *Reporting*

- (a) When the participants reach a consensus, a joint report will be prepared and presented to the Board and to the union.
- (b) In the event a consensus is not reached, reports may be presented to the Board by either or both parties.

4-4 **Adopting Agreements**

4-4-1 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 union.

4-4-2 If budget hearings result in the Board disapproving any or all of the economic provisions of the tentative Agreement, the parties shall reopen negotiations on such economic provisions of the Agreement as they mutually deem appropriate. Such negotiations shall be resumed not later than the Monday following the regular October Board meeting and shall be concluded not later than the second Thursday after the regular October Board meeting. These dates may be modified by mutual consent.

4-5 **Mediation**

4-5-1 If the negotiations described in Section 4-1 and Section 4-2 have reached impasse, the issues in dispute shall be submitted to mediation for the purpose of inducing the Board and the union to make a voluntary agreement. The parties shall select a mediator from among the available choices, including the Federal Mediation and Conciliation Service. In the event that the parties are unable to agree upon a mediator, the mediator shall be selected in the following manner:

- (a) Immediately after demand for or submission to mediation, the American Arbitration Association shall submit simultaneously to each party an identical list of names of five (5) persons skilled in mediation of educational matters. The parties shall alternately strike names from the list to which they object. The party eligible to strike the first name shall be determined first by a flip of a coin, and then shall alternate on any future lists. The remaining name shall be the mediator. This procedure is to be completed within seven (7) days of receipt of the list.
- (b) The parties shall jointly invite the acceptance of the mediator.

Should the mediator be unable to accept, the next to last name shall be contacted. In case that party should be unable to accept, a new list shall be requested.

4-6 Conducting Mediation

- 4-6-1 The format, dates, and times of meetings will be arranged by the mediator and such meetings will be conducted in closed sessions.
- 4-6-2 The mediator will meet with the Board and the union, either separately or together.
- 4-6-3 To the extent that tentative agreements are reached as a result of such mediation, the procedures provided in Sections 4-3-2 and 4-4-1 shall apply. If mediation fails in whole or in part, the mediator shall report the issues which remain in dispute to the respective parties.
- 4-6-4 The costs for the services of the mediator, including per diem expenses, if any, and actual and necessary travel expenses, shall be shared equally by the Board and the union.

ARTICLE 5—GRIEVANCE PROCEDURE

5-1 Purpose

- 5-1-1 Good morale is maintained as problems arise by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 5-1-2 Nothing herein contained will be construed as limiting the right of any employee having a grievance or complaint to discuss the matter informally with any appropriate member of the administration and having the grievance or complaint adjusted, provided the adjustment is consistent with the terms of this Agreement.

5-2 Definitions

- 5-2-1 A "grievance" shall mean a complaint by an employee in the bargaining unit that there has been a violation, a misinterpretation, or inequitable application of any of the provisions of this Agreement, except that the term "grievance" shall not apply to any matter as to which (1) the method of review is prescribed by law, (2) the Board is without authority to act or (3) a grievance is specifically prohibited or limited by the terms of this agreement.
- 5-2-2 All administrative procedures and written personnel policies that affect employees are grievable, but only those covered by Article 5-2-1 may go to Level Four (Article 5-4-4).

- 5-2-3 Grievances of administrative procedures or written personnel policies which affect employees shall be heard at Level One (Article 5-4-1) by the immediate supervisor, and Level Two (Article 5-4-2) by the central office administrator, who has responsibility over the procedure or practice or policy complained of and the authority to make adjustment of such procedure or practice.
- 5-2-4 An "aggrieved person" is an employee directly affected by such alleged violation, misinterpretation, or inequitable application of provisions of the Agreement and who asserts a grievance.
- 5-2-5 A "party in interest" is an employee who might be required to take action or against whom action might be taken to resolve a grievance.

5-3 **Time Limits**

- 5-3-1 A grievance shall be recognized by the Board if it has been presented in writing on the appropriate form at the appropriate level within fifteen (15) working days after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based, and if not so presented, the grievance will be untimely. The grievance must refer to specific articles and explain how such articles were violated.
- 5-3-2 A grievance asserted by the union, acting on behalf of a group of employees, shall be recognized at Level Two if it has been presented within twenty (20) working days after the act or condition upon which it is based occurred.
- 5-3-3 By mutual consent, time limits can be extended at any level of the procedure.

5-4 **Procedure**

A grievance will first be discussed with the aggrieved person's supervisor with the objective of resolving the matter informally.

The aggrieved person may request accompaniment by a union representative. If the matter is unresolved after such discussion, the union and/or the aggrieved person may pursue the grievance at Level One.

Corrective Action:

At any meeting between a representative of the district and an employee in which discipline (including letters of reprimand, suspension, demotion or dismissal) is to be taken, a local union representative shall be present if the employee so requests.

Before taking corrective action, which shall be defined as letters of warning, letters of reprimand, and/or suspension without pay against an employee, the

Area Manager shall investigate the matter of concern and meet with the employee to hear the employee's response regarding the matter. The Area Manager shall follow the procedure and protocol pursuant to the Basic Fairness document developed after consultation with the bargaining unit.

5-4-1 Level One

- 5-4-1-1 Within fifteen (15) working days of the event or occurrence which gave rise to the grievance, the employee or the union on behalf of the employee should file a written complaint with the Building Manager or appropriate supervisor and specify the Agreement article(s) that have been violated, misinterpreted, or inequitably applied. The grievance should explain the event(s) that gave rise to the grievance and the dates on which they occurred.
- 5-4-1-2 Within ten (10) working days of the receipt of the written grievance, the Building Manager or appropriate supervisor shall meet with the aggrieved and/or the union to discuss the matter.
- 5-4-1-3 The Building Manager or supervisor shall give a written response within ten (10) working days following the meeting.

5-4-2 Level Two

- 5-4-2-1 If the employee and/or the union is not satisfied with the written decision of the Building Manager or appropriate supervisor, the union may, within ten (10) working days of receipt of the response, request review of the grievance by the Executive Director of Facility Management or designee. Such request must be in writing and must indicate why the Level One decision is unsatisfactory.
- 5-4-2-2 Within ten (10) working days of the receipt of the written request, the executive director of Facility Management or designee shall meet with the aggrieved and/or the union to discuss the matter.
- 5-4-2-3 The Executive Director of Facility Management or designee shall give a written response within ten (10) working days following the meeting.

5-4-3 Level Three

- 5-4-3-1 If the employee and/or the union is not satisfied with the written decision of the Executive Director of Facility Management or designee, the union may, within ten (10)

working days of receipt of the response, request review of the grievance by the Superintendent or designee. Such request must be in writing and must indicate why the Level Two decision is unsatisfactory.

5-4-3-2 Within ten (10) working days of the receipt of the written request, the Superintendent or designee shall meet with the aggrieved and/or the union to discuss the matter.

5-4-3-3 The Superintendent or designee shall give a written response within ten (10) working days following the meeting.

5-4-4 *Level Four*

5-4-4-1 If the employee and/or the union is not satisfied with the written decision of the Superintendent or designee, the union may, within twenty (20) days of receipt of the response, request in writing to the Superintendent or designee that the matter be submitted to a neutral third party, except that if the grievant has requested a hearing before an impartial hearing officer under DPS Board of Education Policy GDQD-R, the union cannot proceed to Level Four—Third Party Resolution.

5-4-4-2 If the union elects mediation, the provisions of Article 4-5 and 4-6 shall serve as guidelines in choosing the mediator and conducting the mediation process. At the completion of mediation, the grievance process terminates, and any adjustment action to which the parties agreed in the mediation shall be implemented by the parties.

5-4-4-3 If the union arbitration and the parties cannot agree on the choice of an arbitrator, they shall submit a request to the American Arbitration Association for a list of five (5) arbitrators skilled in arbitration of educational issues. Within five (5) days of the receipt of a list, representatives of the union and the district shall meet and jointly select an arbitrator.

5-4-4-4 The arbitrator will have authority to hold hearings and make procedural rules. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

5-4-4-5 All hearings held by the arbitrator shall be in closed sessions, and no news releases shall be made concerning progress of the hearings.

- 5-4-4-6 The arbitrator's report shall be submitted in writing to the Board and the union only, and shall set forth the arbitrator's findings of fact, reasoning, conclusions and recommendations on the issues submitted. Within five (5) working days after receiving the report of the arbitrator, the Board's designee and the union's designee will meet to discuss the report.
- 5-4-4-7 The arbitrator's report shall be advisory only, and not binding on the Board of Education.
- 5-4-4-8 The costs for the services of the arbitrator, including per diem expenses, if any, plus actual and necessary travel and subsistence expenses, shall be shared equally by the Board and the union.

5-5 **Miscellaneous**

- 5-5-1 Neither the Board nor the union and its members shall take reprisals affecting the employment status of any employee, any party in interest, any union representative, or any other participant in the grievance procedure by reason of such participation.
- 5-5-2 If, in the judgment of the union, a grievance affects a group of employees, the union may submit such grievance in writing directly to the Executive Director of Facility Management or designee, and the processing of such grievance may begin at Level Two.
- 5-5-3 All written and printed material dealing with the processing of a grievance will be filed separately from the central office files of the participants.
- 5-5-4 To facilitate efficient operation of the grievance procedure, necessary forms will be developed and distributed jointly. The cost for such forms will be shared equally by the Board and the union.
- 5-5-5 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.
- 5-5-6 If processing timelines are not met by either the aggrieved or the union and are not extended by mutual agreement, the grievance will be considered waived.
- 5-5-7 If processing timelines are not met by the district and are not extended by mutual agreement, the union may move the grievance to the next level.

5-5-8 New or modified district policies, Superintendent required, and departmental directives that impact the bargaining unit members, shall be shared with the group as soon as practicable.

5-5-9 The district will advise the union of Board-approved budgetary actions and meet with the union prior to implementation to discuss potential alternatives/options.

ARTICLE 6—UNION RIGHTS

6-1 The president of the union or designee or any of five (5) area representatives (two (2) of whom may be floaters) on their own time, may be allowed to visit buildings where union employees are working. Such visitations shall not interrupt the employees' scheduled working hours (excluding lunch and breaks). Building stewards are available to assist in their or other buildings.

6-2 If negotiations, grievances, or other District mandated meetings are scheduled during the school day, those required to attend shall be released from their regular duties without loss of pay. No negative or disciplinary documentation will be placed in the personnel file arising from a union member's participation in negotiations or grievances.

6-3 Up to fifteen (15) work days per year with pay and fifteen (15) days without pay will be granted to each Denver Public Schools employee serving in the capacity as a CWA official for the purpose of conducting union business. In special circumstances, the Executive Director of Facility Management or designee will consider requests for additional unpaid days off. Said time may be taken in increments of two (2) hours, a half-day ($\frac{1}{2}$), or a full day. Said days must be approved by the Executive Director of Facility Management or designee, in writing, in advance. The request must also bear the signature of the public sector vice president or designee.

6-4 The union, with approval of the appropriate administrative office, will have the right to use District facilities for meetings without cost, so long as such meetings do not interfere with the normal operation of the building.

6-5 The Executive Director of Facility Management or designee shall meet once a month during the work year with five (5) representatives of the union, and the CWA representative, who may also be present, on subjects of general concern. Anyone designated by the officers of the union shall be an employee and a member of the union. If there are no topics for discussion, the meeting for that month may be canceled by mutual agreement. The agenda of topics to be discussed shall be mutually developed. The meeting will be held within one (1) week of receipt of the agenda by the Executive Director of Facility Management or designee and the union. Additional topics may be added to the agenda at the meeting.

- 6-6 The Director of Operations, or designee, may have additional administrative staff present at such meetings if the Director so desires.
- 6-7 To the extent that a school district Affirmative Action Plan may affect this Agreement, the district agrees to discuss the implementation of such plan with the union.

ARTICLE 7—SENIORITY

- 7-1 Regularly appointed full-time employees shall have seniority. The Department of Facility Management shall keep an up-to-date seniority list, by classification, which may be inspected by the employee and/or the president of the union upon request. An employee shall lose seniority if the employee quits, retires, is discharged, or does not return within five (5) days upon written notification after a layoff or leave of absence.
- 7-2 An employee placed on regular, full-time status will be classified in a probationary status for a period of two (2) years. If, at the end of this period, the employee is retained as a continuing service employee, seniority shall be calculated from the first day of employment as a full-time employee.
- 7-3 An employee transferring from one department to another shall be considered as a new employee in that department.
- 7-4 A copy of the seniority list for each classification of employee represented by the union will be provided to the union every Monday. It is understood by both parties that the lists are subject to frequent change and those provided to the union under this article are accurate only on the dates indicated within the bargaining unit. Only the up-to-date seniority lists provided by Article 7-1 shall be considered when filling new jobs, vacancies, and in promotion. The Department of Facility Management shall inform an employee or the union representative of the employee's position on the up-to-date seniority list upon request.
- 7-4-1 Seniority lists shall be established for each classification as indicated below:
- (1) Custodian helpers, a classification comprised of: day helpers, night helpers.
 - (2) Assistant Facility Manager I / Crew Lead I
 - (3) Assistant Facility Manager II / Crew Lead II
 - (4) Assistant Facility Manager III
 - (5) Assistant Facility Manager IV

7-4-2 Seniority in a classification shall be determined by the most recent date of entrance into the classification. If two (2) or more full-time employees have the same date of entrance into a classification, seniority in their previous classification will be used to break the tie.

7-4-3 An employee who, for any reason, demotes to a lower classification will be placed last on the seniority list in the lower classification.

7-4-4 The union president or designee will receive a copy of the monthly Personnel Report as adopted by the Board of Education or its designee.

ARTICLE 8—WORKWEEK, WORKYEAR

8-1 The regular workweek for full-time employees is Monday through Sunday, five (5) consecutive days (normally Monday through Friday), consisting of eight (8) hours per day, forty (40) hours per week. Each employee will be scheduled to give the maximum benefit to the employee's particular position.

8-1-1 Where a holiday is celebrated on a Monday, for an employee scheduled to work Tuesday through Saturday, the holiday will be observed on Tuesday.

8-2 Employees will be provided at least two (2) weeks' advance notice of a regular workweek schedule change. If two (2) weeks' notice is not given, the employee will be paid a one-time payment of four (4) hours, at one and one-half (1½) times the employee's regular rate of pay.

8-3 An employee required to report on a non-scheduled day will be paid a minimum of four (4) hours at one and one-half (1½) times the employee's regular rate of pay. All work performed on a non-scheduled day shall be paid at one and one-half (1½) times the employee's regular rate of pay. A non-scheduled day is defined as a day outside the employee's regular workweek.

8-4 An employee who willingly accepts to report to work on a non-schedule day, for the purposes of supporting proactive climate initiatives at a school, such as opening windows for night purging/ventilation the evening before forecasted high temperatures, or to take scheduled proactive measures during uncommonly cold weather to prevent freeze ups, both with the intent to ensure school readiness, will receive one (1) hour of travel time and time worked at the rate of one and one-half (1 ½) their regular rate. Work performed providing proactive climate initiatives will be restricted to that which is necessary for health, safety and/or security reasons.

ARTICLE 9—WORKDAY

- 9-1 The regular full working day shall consist of eight and one-half (8½) hours, with thirty (30) minutes off for lunch and fifteen (15) minutes during the first and second half of the shift for break time.
- 9-1-1 An employee forced to arrive late for work or to discontinue work early due to illness or other unforeseen emergency shall be paid that day for actual time worked. Regularly scheduled time not worked that day may be charged against available sick leave or personal leave subject to the provisions of Articles 16-1 and 16-2.
- 9-2 In the case of absence, it is the employee's responsibility to give notice at least thirty (30) minutes before the start of the employee's shift, except in the case of emergencies. The notice will be given as follows: Assistant Facility Managers, Crew Leads, custodian helpers and part-timers shall notify the Building Manager; Assistant Facility Manager IIs, and Crew Lead IIs assigned as "floater" personnel shall notify the Area Manager. Assistant Facility Manager and Crew Lead floaters will have a fifteen-minute (15) grace period when reassigned from one building location to another (in their area) during the work day. Thirty-minute (30) grace periods will be granted for assignments out of area.
- 9-3 Any employee who fails to report for work with the school district shall notify the employee's immediate supervisor of the reason for being absent on the day of absence, unless prior arrangements have been made. In the event the employee is incapacitated or unable to notify their immediate supervisor, it will be permissible for a relative to notify the employee's supervisor of the absence. If the absence is to continue beyond the first day, the employee or relative shall notify the immediate supervisor on a daily basis. Any employee who remains absent from duties for three (3) consecutive scheduled workdays without notifying the immediate supervisor shall be deemed to have severed employment with the Denver Public Schools as of the last day worked. In the event of unforeseen emergencies, or where an employee is unable to contact a supervisor, each incident will be reviewed on a case-by-case basis.
- 9-4 Night custodian helpers are defined as any full-time custodian helper permanently assigned to a shift in which four (4) hours or more are worked after 6:00 p.m. The differential for night custodian helpers will be twelve cents (\$.12) hourly.
- 9-5 An employee required to adjust (i.e. early/late and/or extend beyond one half (½) hour) his/her regularly scheduled shift time who does not have at least Twenty-Four (24) hours' advance notice, will be paid two (2) hours at one and one-half (1½) times the employee's regular rate of pay, in addition to all hours worked.

- 9-6 Workdays and building opening/closing times will be in compliance with DPS operating hours as defined by the district. If changes are proposed to operating hours/days in an individual building, the Department of Facility Management will advise the appropriate personnel on the custodial related impacts of such proposal, where applicable. When it becomes necessary to change operating hours in an individual building, the district will inform impacted employees to accommodate new shift requirements where practicable.
- 9-7 The daily remunerative rate is determined by dividing the annual salary by two hundred forty-five (245) days. The hourly remunerative rate is determined by dividing the annual rate by one thousand, nine hundred sixty (1,960) hours.

ARTICLE 10—SELECTION AND ASSIGNMENT OF EMPLOYEES

10-1 Policy

Tenure is available under present Colorado law only with respect to teachers. However, it is recognized that stability in employment of employees and an orderly and recognized pattern of beginning, continuing, and terminating employment and promoting a more flexible and orderly pattern of communication between employee and employer is beneficial to both.

10-2 Probationary Period

An employee must serve a probationary period of two (2) years on a full-time basis, continuously, and without interruption, and be employed for the next succeeding or third year and notified thereof in writing before attaining status of continuing service. A "year" means that continuous period not in excess of twelve (12) months, during which the job classification involved requires the active services of the employee. Any employee to be terminated during the probationary period will be given notice in accordance with district policy.

10-3 Continuing Service

Any employee having served as an employee in active service in the Denver Public Schools (including the time before and after approval of this policy) on a regular full-time basis continuously and without interruption for two (2) complete years, and who shall have been or shall hereafter be re-employed for the third year immediately succeeding and so notified in writing as to those hereafter so employed, shall have continuing service as an employee during efficient performance of duties, good behavior, and continuous service without the need for recurring annual reappointment. Absences, or leaves of absence, which have been approved by the Board of Education or designee are not considered as interruptions of continuous service. Written notification of continuing service shall be furnished the employee by the Department of Human Resources.

10-4 Reductions in Salary

10-4-1 No reduction in the salary of an employee who has attained the status of continuing service will be made except as incident to a different job assignment,

to a change in job classification, or a general salary reduction applicable to at least fifty percent (50%) of all employees.

10-5 **Reappointment after Resignation**

10-5-1 *Probationary Status*

Employees reappointed to positions after resignation or other severance of employment shall be employed on probationary appointments without credit for any period of prior employment.

10-5-2 *Absence of Five (5) Years or Less*

An employee who has resigned and within five (5) years thereafter is again reemployed by the school district may be considered for reappointment at the classification which the employee previously held at the time of resignation.

10-5-3 *Absence over Five (5) Years*

A resigned employee reappointed after the expiration of five (5) years or more shall be reappointed under the conditions that apply to an employee receiving a first appointment.

10-5-4 *Return of Pension Contributions*

An employee reappointed after resignation must meet the requirements of the pension plan and regulations as to restoration of the employee's pension account. Usually, the employee may restore such funds by lump sum payment or by installments at the employee's own option, but current requirements should be ascertained by the employee.

10-6 **Notification of Resignation**

10-6-1 *Probationary Employees*

Probationary employees who plan to resign should notify the Department of Human Resources at least fifteen (15) calendar days in advance. This notification is to be in writing on an Employee Information Change Form.

10-6-2 *Employees in Continuing Service Assignments*

Employees under continuing service status should notify the Office of Human Resources at least fifteen (15) calendar days in advance of a desired resignation date. This notification is to be in writing on an Employee Information Change Form.

10-7 **Effect of Resignation**

A resignation which has become effective is considered as breaking continuity of service so far as status as a continuing employee is concerned.

ARTICLE 11—JOB OPENINGS

- 11-1 All job openings for custodial vacancies will be posted on the DPS Internal careers site at <https://careers.dpsk12.org/support/school-operations-support/>. All employees will be provided the resource guide for the internal employee application process at new hire orientation.
- 11-1-1 Interested employees must complete an online application in accordance with the procedures in Article 11-1-2 to be considered for the position.
- 11-1-2 Job openings will remain on the website for a maximum of ten (10) consecutive working days (including holidays). The list of candidates will be reviewed after the first four (4) days of posting, to determine if the position can be filled with a qualified candidate. If the position cannot be filled with a qualified candidate after the first four (4) working days period, supplemental procedures will be used, and the position will be posted again on the fifth (5th) day for an additional four (4) working days. On the tenth (10th) working day the list of candidates will be reviewed again to determine if the position can be filled with a qualified candidate. If the position cannot be filled with a qualified candidate, the candidate chosen through supplemental procedures will fill the position no sooner than the eleventh (11th) day.
- 11-2 Vacant positions will be filled in the following order:
- Administrative transfers and/or demotions
 - Voluntary transfers
 - Promotions
 - Voluntary demotions
- 11-2-1 Employees may not voluntarily demote more than one (1) time within a rolling twelve-month (12) period.
- 11-2-2 Employees may not voluntarily transfer more than Two (2) times within a rolling twelve-month (12) period. Transfers will be prioritized based on the employee's seniority in his/her classification.
- 11-2-3 Promotions will be based on seniority within classification, satisfactory performance, and completion of required training. Assuming all qualifications, except job classification, are equal between two (2) candidates, the position will be filled by the employee having the higher job classification. If the two (2) part-time employees have the same hire date, their Housekeeping scores shall break the tie. In the event that the Housekeeping scores are the same, promotions will be based on the most recent Performance Evaluation Report (PER) scores.
- 11-2-4 Employees will normally be required to physically be in their position for four (4) calendar months before applying for a demotion, transfer or promotion. Full time employees must be eligible to begin the new position within three (3) working days, with the exception of any pre-approved vacation time. Part-time employees must be eligible to begin the new position within ten (10) working days.

- 11-3 An employee who has submitted an online application and who, for any reason, does not get the position will be notified regarding his or her application status.
- 11-4 The Executive Director of Facility Management or designee shall have the right to assign an employee upon promotion, demotion (both voluntarily and involuntarily), or transfer to a sixty-day (60) trial period in the new assignment. The employee so assigned on a sixty-day (60) trial basis shall be so notified in writing in advance of such assignment. In the case of a promotion or transfer, the employee shall have the right to refuse such assignment without loss of seniority status. In the event that the employee is promoted or transferred and placed on a sixty-day (60) trial period and the trial period proves unsatisfactory, the employee shall revert to the employee's previous seniority status and classification. In the event that an employee is voluntarily or involuntarily demoted and placed on a sixty-day (60) trial period, and the trial period proves unsatisfactory, the employee may be demoted again or terminated. During the sixty-day (60) trial period, the employee may be returned to the previous seniority status and classification without limitation or action by the union.
- 11-5 If an employee is assigned to work in a higher classification for nine (9) or more consecutive days including weekends and holidays, the employee will be paid at the higher rate retroactive to the first day. Employees are responsible for completing and submitting their own stipend request form, following the directions stated on the form.

ARTICLE 12—TRAINING

- 12-1 All employees who currently receive an educational increment incentive, originally implemented for the period January 1, 1989 through December 31, 1991, will continue to do so, as long as they are employed with the district.
- 12-2 Employees must have eighty-five percent (85%) attendance in each class, and such attendance shall be certified by the instructor and successfully pass all course requirements, in order to successfully pass the course.
- 12-3 The employee shall be responsible for keeping all records of each approved course of study, certificates of completion, or transcripts.
- 12-4 A schedule will be issued notifying employees that classes will be offered at various times so that employees will have access to these classes.
- 12-5 In the event that an employee has received discipline within the last four (4) months prior to the date of the class, the employee can be denied participation in the requested class based on space availability for employees who have not received discipline.
- 12-6 Enrollment in classes will be taken on a first-come, first-serve basis. However, in the event that two (2) or more employees from the same facility wish to enroll into a course(s) being offered at the same time, the employee with the highest building seniority will be given the opportunity to attend the course first. It will be at the discretion of the Area Manager to determine how many employee(s) may be out of the building at the same time in order to attend a course(s). If enrollment in a class exceeds the prescribed number of participants, the option of additional classes will be determined by

the Executive Director of Facility Management or designee, and the union will be notified accordingly.

- 12-7 Should an employee be denied enrollment in a class, the union may discuss this denial with the Executive Director of Facility Management or designee, who will determine the final outcome of the employee's enrollment.
- 12-8 All requests for class enrollment must be submitted on the "Operations Course Enrollment Form."
- 12-9 Any full-time employee holding a position as of October 1, 2003 who has failed ANY Operations course will be able to stay at their position, but not allowed to promote or voluntarily transfer until successfully passing required training requirements.
- 12-10 When Management changes the requirements / qualifications for a position, incumbents who are subject to potential demotions for not having these qualifications will be given priority into District classes.
- 12-11 Seniority will be taken into account when all other qualifications for internal applicants are substantially equal.
- 12-12 At their discretion, Management will develop "test out" procedures for certain course work. The test out options provided will be a collaborative effort between management and the union.

ARTICLE 13—CHANGE OF STATUS

13-1 Definition

13-1-1 Promotion: Assignment of an employee to a position with a higher pay scale.

13-1-2 Demotion: Assignment of an employee to a position with a lower pay scale.

13-1-3 Transfer: Assignment of an employee to another position having the same pay scale.

13-1-4 Discharge: Removal of an employee from payroll.

13-1-5 Resignation: Voluntary severance of service.

13-1-6 Suspension: Temporary removal of an employee from payroll.

13-1-7 Layoff: Reduction of working force due to decrease of work.

13-1-8 Any employee placed on stipend shall have the circumstance of stipend explained in writing. Such employee shall not be passed over on any promotion circumstance that occurs during the stipend period.

13-2 In the event the union does not find acceptable a change of status involving employees covered by this bargaining Agreement, the union shall have the right to submit the matters into a grievance procedure at Level Two (Article 5-4-2).

13-3 Employees requesting transfer from one assignment to another must be qualified according to the existing requirements. The transfer request shall not impair the

educational program of the Denver Public Schools. Employees who desire a transfer shall apply through InfoR.

ARTICLE 14—APPRAISAL

14-1 The Annual Performance Evaluation Report (Performance Evaluation) (or appraisal) will be discussed with the employee by the supervisor preparing it before it is submitted to the employee's central office files. After such review, the employee shall sign the Performance Evaluation to indicate that the employee is aware of the content. Such signature does not indicate agreement with the content. The employee will be given a copy of his/her annual Performance Evaluation. Any Performance Evaluation which has an overall rating of marginal or unsatisfactory must be followed by a Work Improvement Plan (WIP) for helping the employee improve.

ARTICLE 15—FILES

15-1 All employee permanent central office files shall be maintained under the following conditions:

- 15-1-1 All materials placed in the permanent central office employee's file, and originating within the school district, from this date forth shall be available to the employee at his / her request for inspection.
- 15-1-2 Material originating within the school district and which is derogatory to an employee's conduct, service, character, or personality shall not be placed in an employee's file unless the employee has had an opportunity to read the material. The employee shall acknowledge reading such material by affixing the employee's signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with the content of such material.
- 15-1-3 The employee shall have the right to answer any material filed, and the employee's answer shall be reviewed by the appropriate central administrator in Human Resources and attached to the file copy.
- 15-1-4 All references and information originating outside the school district on the basis of confidentiality, and information obtained within the school district in the process of evaluating the employee for employment, shall not be subject to this Agreement and therefore shall not be available for inspection by the employee.
- 15-1-5 Employees may review, upon request, all copies of their personnel records in accordance with open records law.
- 15-1-6 Upon written request by an active employee, the district may remove from the employee's personnel file any derogatory material and/or warnings or reprimands which have been in that active employee's file for three (3) years so long as such material does not relate to the safety, physical, and moral well-being of children or district employees. The district shall have the exclusive responsibility to determine if the material will be retained.

ARTICLE 16—LEAVES OF ABSENCES

16-1 Personal Leave

A total of two (2) days of leave with full pay during each school year may be granted. This leave is not cumulative from year to year. Request for leave will be made in writing on a form provided by the district and approved by the Area Manager or designee. Notwithstanding an emergency or hardship, requests for leave must be approved in advance of taking leave. No reason for request for personal leave need be revealed.

16-1-1 Unused personal leave may be converted to sick leave on a yearly basis.

16-1-2 Personal days will be accepted as vacation days in accordance with Facility Management policies and procedures.

16-2 Sick Leave

16-2-1 One (1) day of sick leave will be accrued by regular full-time employees for each month of active employment in the Denver Public Schools. Such leave will be granted on the last working day of each month. The cumulative number of days granted in each year shall not exceed twelve (12) for regular full-time employees whose work year is more than forty (40) weeks. The unused portion of such leave granted in each year shall accumulate without limit. An employee reappointed after resignation is given the benefit of any sick leave which remained to the employee's credit at the time of resignation.

16-2-2 Sick leave may be taken in increments of thirty (30) minutes.

16-2-3 In general, employees will not be subject to reassignment for absence due to illness unless the period of daily absence is more than twenty (20) working days.

16-3 Jury Duty

16-3-1 Employees will be granted leaves of absence for jury service. Full wages and salaries will be granted during such period of jury service. All fees received for such service during regular working days are to be turned in to the office of the secretary-treasurer of the school district.

16-3-2 Jury or witness fees earned during holidays or vacations may be retained by the employee. In the event that an employee reporting to the court for jury duty is excused for the day, the employee shall report to the employee's school or unit for duty within a reasonable time. Parking fees and/or transportation cost reimbursed by the courts are to be retained by the employee.

16-4 Medical Leaves of Absence

16-4-1 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 and does not extend the duration of the leave.

16-4-2 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 Board of Education Policy for more information on district FMLA policy.

16-4-3 *Available Medical Leave Types:*

16-4-3-1 Maternity, Paternity and Adoption Leave.

All regularly appointed, full-time employees may be granted maternity leave up to one (1) year without pay or increment when requested in writing.

16-4-3-2 A request for maternity, paternity 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.

- a. The employee must use accumulated sick, personal and vacation leave days (in that order) before being eligible for unpaid leave. Paid leave runs concurrent with and does not extend the duration of the leave.
- b. In general, when an employee indicates at the time a leave begins that he/she expects to be able to return within two (2) months, he or she will be able to return to the same building assignment held prior to beginning the leave.

16-4-3-3 Extended Personal Illness Leave and Coverage by Short and Long-Term Disability Insurance.

- a. Short-term disability insurance is available to certain members of Colorado PERA. Certain rules & restrictions apply. See www.copera.org for more information.
- b. Long-Term Disability is available through Denver Public Schools to a full-time employee.
 - b.1 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

90 days before payments begin (if approved). See <http://thecommons.dpsk12.org/Page/243> to review the Long term disability insurance handbook.

b.2 LTD benefit is 60% of monthly earnings up to \$5,000 per month.

b.3 Employees approved for short or long-term disability insurance will need to do so concurrently with FMLA.

16-5 Non-Medical Leaves of Absence

Certain leaves for non-medical reasons are available to eligible employees upon request and approval from the Department of Human Resources.

Non-Medical Leave Types:

16-5-1 *Union Leave*

16-5-1-1 The Board may grant a leave of absence in one-year (1) increments, without pay, to a member of the union who is elected or appointed to a union office position. Upon return from such leave the member will be temporarily assigned to any available position until his or her previous equivalent position is available. While on leave the member's seniority will accrue. Salary placement will be credited while on leave.

16-5-1-2 Effective August 1, 2020, the District will grant leave of absence in one-year increments to only one duly elected Officer of the Union who is employed by the District. The Officer shall continue to receive the full amount of salary, benefits, and all other entitlements under the collective bargaining agreement while on such leave. On a monthly basis, the Union shall reimburse the District for the average salary of the Officer's job classification at time of election plus the full amount of benefits (including PERA associated costs) and other entitlements. At the conclusion of the Officer's term of office, the Officer shall have the right to return to work with the District in their respective job classification. While on leave the Officer's seniority will accrue. Salary placement will be credited while on leave.

16-5-2 *Military Leave.*

Leave for military personnel will be handled in accordance with The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). Employees will receive all rights established under the law. General provisions of USSERA are as follows:

- a. 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.

- b. These employees may use accrued vacation leave but are not required to do so.
- c. 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.
- d. 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.
- e. Questions regarding military leave policy, applicable state and federal laws and continuation of benefits should contact Human Resources. Additional information can also be found at: <https://www.dol.gov/agencies/vets/programs/userra/USERRA%20Pocket%20Guide>
- f. Employees are credited with regular sick leave allowance during their period of military service.

16-5-3 *General Leaves of Absence*

An employee having completed three (3) or more years of continuous service may be granted a general leave of absence without increment or benefits when such employee identifies circumstances which may require an extended absence from the district.

- a. An employee shall make application for leave to the Department of Human Resources at least one (1) month in advance of the date of the beginning of the leave. This provision also applies to application for extension of leave.
- b. An employee on leave of absence returns to an assignment at the same salary which the employee would have received at the beginning of the period of leave, subject to any general revision affecting the salary base.
- c. Time spent on a general leave of absence in excess of thirty (30) days will not be accredited for seniority purposes. Authorized vacation, leave of absence, or an absence from the payroll, which is considered as a permitted absence, shall not be considered as an interruption of employment for the purpose of this policy. A permitted absence shall mean any authorized unpaid absence other than severance of employment that is not in excess of thirty (30) consecutive calendar days.
- d. General leaves of absence may not be extended beyond a total of one (1) year.

- e. Upon returning from a general leave of absence exceeding two (2) months, every reasonable effort will be made to return employees to their vacated positions.

16-5-4 Peace Corps Leave of Absence

- a. Employees may be granted leave without pay for Peace Corps service. Such leave is for one (1) year.
- b. Probationary employees returning from the Peace Corps retain the period of probationary service achieved prior to entry into the service. Employees on Peace Corps leave are given the benefits of any increments which would have been credited to them had they remained in active service with the district.
- c. Employees are credited with regular sick leave allowance during their period of Peace Corps service.
- d. In general, when employees indicate at the time a leave begins that they expect to be able to return within two (2) months, they will be able to return to the same building assignment they held prior to beginning the leave.

16-6 **Additional Extended Leave Conditions.**

The following conditions shall apply to all extended leaves of absence:

- a. All requests for extended leaves of absence will be applied for and granted in writing through the Department of Human Resources.
- b. The time spent on extended leaves of absence shall not be counted towards the requisite probationary period for continuing service status.
- c. No combination of leaves of absence shall exceed one (1) year.
- d. Employees shall continue to accrue seniority in the District while on approved FMLA leave.
- e. Except to the extent required pursuant to the Family and Medical Leave Act (FMLA), employee benefits will not be provided to an employee while on an unpaid leave of absence.

16-7 Bereavement Leave

Denver Public Schools provides between three to five days off to handle matters related to a death in the family. The amount of time provided is based on relationship to the family member. The leave will be unpaid, but employees may elect to use their accrued sick leave, personal or vacation leave (in that order) for salary continuation purposes during the leave. Employees may request such leave in accordance with the procedures in the Employment Practice Manual.

16-8 Domestic Abuse Leave

The District provides leave to employees who are the victims of domestic violence or abuse, stalking, sexual assault, or a crime found by the court to include an act of domestic violence. Employees may request such leave in accordance with the procedures in the Employment Practice Manual.

ARTICLE 17—GROUP BENEFITS

17-1 It is recognized by the Board and the union that the present group life insurance program of the school district is a condition of employment affecting all 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 as provided in Article 17—Compensation.

17-2 A cafeteria plan will be implemented by the district for all full-time employees covered by this Agreement. Effective July 1, 2005, the district shall provide each employee covered by this Agreement with a flex dollar allowance of three thousand, six hundred ninety-six dollars and twenty four cents (\$3,696.24) per year. The benefits allowance shall be paid in twelve (12) equal monthly payments of three hundred eight dollars and two cents (\$308.02). Employees covered by this Agreement may use the flex dollars to purchase benefits approved by the Benefits Board as part of a cafeteria plan. All current flex dollar allowances can be accessed at <http://thecommons.dpsk12.org/Page/243>

If an employee's most recent hire date with the District was on or after June 1, 2017 the employee will only receive the negotiated benefits allowance when he/she is enrolled in one of the District's major medical plans. If an employee's most recent hire date with the District was prior to June 1, 2017, the employee will continue to be eligible for the negotiated benefits allowance even if he/she is not enrolled in one of the District's major medical plans. All monies saved as a result of this change will be applied to reduce health care costs for employees who are part of the bargaining units that have agreed to this change in the benefits program. The finance department will provide the Benefits Board with an annual accounting regarding the savings that result from this change to the benefits program.

17-2-1 In the event the district eliminates the cafeteria plan and returns to traditional health insurance, dental insurance and vision insurance coverage, the district further agrees that the language in the 2003 Collective Bargaining Agreement, Article 25 (2020 Collective Bargaining Agreement, Article 17)—Group Health, Dental and Vision Insurance, shall become part of any new Agreement.

17-3 Vacation.

Regular full-time employees will receive nineteen (19) days' vacation. Employees who have completed fifteen (15) years of continuous service with Denver Public Schools Operations Department on June 1 of any year will be granted five (5) additional days of vacation.

17-3-1 Vacation is accrued on a monthly basis. Employees may retain up to twice (2) their annual vacation allocation (cap) during any twelve-month (12) period. Any

vacation days over the cap (304 hours) must be used by January 14th of each year or be forfeited.

17-3-2 Vacation time can be taken in half-hour ($\frac{1}{2}$) increments.

17-3-3 Generally, employees shall take their vacations during the summer. All vacations should not be taken during the last week of school, in the spring, and all vacations should be completed two (2) weeks prior to school opening. Spring and winter breaks (except holidays) are also high production periods, and vacations should be minimized at all schools. Management will attempt to schedule preferential requests when there is no negative impact on the operation of the building or workplace.

17-3-4 Assistant Facility Managers, Crew Leads full-time and part-time custodians will submit vacation requests to the Building Manager. The Area Manager or his/her designee may approve through TruePay requested vacation days provided that such request shall not interfere with the efficient operation of the school facility. Approval/denial of requested vacation will normally be given within two business days of receipt of the request. Vacation requests must be submitted using the following:

- 1 day requested – Request must be submitted 3 working days prior to the vacation
- 2-4 days requested – Request must be submitted 5 working days prior to the vacation
- 5 or more days requested – Request must be submitted 30 calendar days prior to the vacation

Scheduled vacation time will be confirmed by posting notice to employees

17-3-5 The Area Manager or designee may grant the use of vacation time in the event of an unforeseen emergency and the employee has no personal leave.

17-3-6 In the event of conflicting requests, vacation will be awarded on a seniority (in the custodial workforce) basis as a tie-breaker, if reasonable accommodation cannot be made for all employees involved. Unless special permission is obtained, the Building Manager in charge, Crew Lead and Assistant Facility Manager are not to take their vacations at the same time. Assistants and custodians must submit vacation request forms to the Building Manager. In the event of conflicting requests between an Assistant Facility Manager, Crew Lead and Building Manager, vacation will be awarded on a rotating basis as a tie-breaker. The reason for denial will be noted on the request form and a copy given to the employee.

17-3-7 If any conflicts regarding vacation requests occur and cannot be resolved within a building, the Area Manager is to be consulted and the conflict resolved, if possible, prior to the submission of the vacation schedules, to the Director of Operations & Maintenance, Facility Management.

17-3-8 If an employee's vacation includes a paid holiday, the employee is entitled to an additional day.

17-4 Holidays.

Regular full-time employees will be entitled to the following days off without loss of pay:

New Year's Day	Day before Thanksgiving
President's Day	Thanksgiving Day
Caesar Chavez Day	Day after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas Day
Labor Day	Day before New Year's Day
Martin Luther King's Birthday	

17-4-1 If an employee is required to work on a holiday, the employee will be paid at time and one-half (1½) the regular rate. If an employee is required to report to work for the sole purpose of raising or lowering the flag, the employee will be paid a minimum of four (4) hours, plus one (1) hour travel time.

17-4-2 The Board, in adopting the school calendar each year, approves the number of holidays for employees. The number of days listed in Article 17-4 may be modified by Board action.

17-5 **Temporary Disability**

17-5-1 Employees are covered by the district's Workers' Compensation program

17-5-1-1 Employees who have been injured on the job within the course and scope of their employment must file a Worker's Compensation report of injury with the District and approved State Agency within the State mandated timeframe and are temporarily unable to perform their essential job functions, will be paid their full salary for up to four (4) months from their date of injury. Within the four (4) month period, employees will either be taken off of work by their authorized treating physician or released to modified duty. The district has a commitment to all their employees to provide modified duty. If injured employees are still unable to perform their essential job functions after the four (4) month period, they will be placed on Temporary Total Disability. This is paid by workers' compensation up to the statutory maximum. Employees have the option to supplement their Temporary Total Disability with vacation, sick or personal time that they have accrued. They will remain on Temporary Total Disability until released by the primary treating physician.

17-6 Property Damage

17-6-1 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 \$250.00 per occurrence 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.

17-6-2 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 acting 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 \$250.00 per occurrence. 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.

ARTICLE 18— COMPENSATION

18-1 Salaries and benefits are negotiated annually, and a Memorandum of Understanding outlining the increase amounts, if applicable, will be available to all CWA members.

18-2 In addition to the above increases, the regular yearly increments will also be granted on January 1, in accordance with the normal operation of the salary schedule.

18-3 Effective 2018-19 Financial Agreement, service increments are built into the salary schedule at Step 16, 21 and 26. At each step starting with Step 16, the rate of pay has been increased by the service increment amount of \$600 which equates to \$0.30.7 per hour. Employees at Steps 16-20 will have earned one service increment. Employees at Steps 21-25 will have earned two service increments. Employees at Step 26 will have earned three service increments. Employees who have earned service increments prior to this agreement, will continue to receive their earned service increments as stipend payments for as long as they stay with the bargaining unit.

18-4 Effective January 1, 1995, each contract employee electing retirement will be provided compensation for accumulated sick leave days as follows:

1. When the employee has met the requirements of retirement in the district, that employee shall be eligible for compensation for accumulated sick leave.

2. A maximum payment of seven thousand, seven hundred fifty dollars (\$7,750.00) will be made by the district for employees who have accumulated one (1) year or more of unused sick leave and who elect early retirement.
3. The payment of seven thousand, seven hundred fifty dollars (\$7,750.00) shall be reduced by 1/245 for each day less than an accumulation of two hundred forty-five (245) days.
4. To be eligible for the payment, employees must sign for retirement.
5. Prior Accumulation: In recognition of sick leave that was accumulated prior to December 31, 1991, any employee who accumulated sick leave days in excess of two hundred forty-five (245) days up to and including December 31, 1991, shall continue to be credited with such accumulation. Such accumulation shall be eligible for payment on a prorated basis at the rate of 1/245 of seven thousand, seven hundred fifty dollars (\$7,750.00) for each day, provided the employee is otherwise eligible to participate in the plan.

18-5 Overtime

All actual hours of work performed in excess of forty (40) hours per week shall be designated overtime work and will be paid at time and one-half (1½) on the basis of the employees' regular rate of pay. If a holiday, as defined in Article 17-4, occurs during the workweek, those eight (8) hours of pay will count towards the employees' actual hours worked that week. Exceptions to this general rule are as follows:

18-5-1 Employees who are required to work during a district-wide closure, when other employees have been excused from regular work duties, shall be paid at the overtime rate of one and one-half (1½) times the employees' regular rate of pay for all hours worked. The remainder of the shift not worked will be paid at the employee's hourly rate of pay.

18-6 District-Wide Closures

18-6-1 The Superintendent may initiate a district-wide school closure (meaning the entire school district) for various reasons, the most common being heavy snowfalls or major snowstorms and emergency situations (see Article 18-7 Hazard Pay).

18-6-2 The Executive Director of Facility Management or designee may excuse employees from reporting to work or for reporting late to work, or approve early release from work due to extremely heavy snow or stormy conditions.

18-6-3 Employees excused from work during a district-wide closure will receive their regular rate of pay for that day. Hours worked above eight (8) hours during a district-wide closure will be paid at the overtime rate of one and one-half (1½) times the regular rate of pay.

18-6-4 Employees may be released from work in the event the District implements a district-wide closure during the normal business day. Employees not required to work in this circumstance will receive their regular rate of pay for that day.

18-6-5 Employees who are working when a district-wide closure takes effect and are required to resume working will be paid their regular rate of pay for all hours worked prior to the district-wide closure. All hours worked after the closure takes effect will be paid in accordance with 18-5-1.

18-6-6 Work performed during district-wide closures will be restricted to that which is necessary for health, safety and/or security reasons.

18-7- **Hazard Pay**

18-7-1 A hazardous situation (emergencies such as shootings, major fires, etc.) is an individual or city-wide condition that necessitates a district-wide school closure or individual school closure due to a “declared emergency” in the City and County of Denver, or a school emergency that puts employees’ lives in immediate danger or poses a severe hazard to their health and/or well-being.

18-7-2 Employees required to work during a hazardous situation will be paid the rate of two and one-half (2½) times the regular rate of pay for a minimum of five (5) hours, and every hour worked above five (5) hours.

18-7-2-1 The hazard rate of pay will be paid during the initial and secondary response phase by the City and/or DPS emergency-response personnel. Employees released from duty will receive their regular rate of pay for the remainder of the day.

18-7-2-2 Hazard pay does not apply for inclement weather, routine emergency callbacks to address specific building problems, or district-wide closures due to inclement weather.

18-7-2-3 Hazard pay will be paid only when the emergency situation is in effect and if the employee is required to remain on duty. Once an emergency is declared over, hazard pay is no longer in effect and any time worked beyond the minimum of five (5) hours as stated above in Article 18-7 will be rounded to the nearest quarter (¼) hour.

18-8 **Emergency Callbacks**

18-8-1 Employees may be called back after having left the work site for emergencies only. Emergency callbacks include:

- Snow removal,
- Cold weather checks,
- Construction projects,
- Contingency/disaster support,
- Security related support (broken windows, unsecured doors),
- Any other unforeseen emergencies.

18-8-2 Employees called back for emergencies will be paid a minimum of four (4) hours plus one (1) hour travel time. All such work done for emergency callbacks will be paid at the overtime rate of one and one-half (1½) of the employees’ regular rate of pay. Work performed during emergency callbacks will be restricted to that

which is necessary for health, safety, and/or security reasons. A rotation system will be utilized.

18-9 Reporting for snow removal (non-district-wide closures only): Employees who report only to remove snow and ensure that buildings are operational, secure and safe will receive a minimum of five (5) hours of pay at the overtime rate of one and one half (1½) times the regular rate of pay.

18-10 Transportation Allowance

Floaters shall be paid a flat rate of fifty dollars (\$50.00) per month to cover the cost of maintaining a car.

18-10-1 Employees whose duties require occasional travel between two (2) or more schools shall be reimbursed at the standard IRS rate for the use of their personal automobile.

18-10-2 Classified personnel who are receiving a transportation allowance shall carry bodily injury liability insurance of not less than fifty thousand dollars (\$50,000.00) per person, and one hundred thousand dollars (\$100,000.00) per accident, and property damage liability of not less than five thousand dollars (\$5,000.00), or as modified by the school district.

ARTICLE 19—EMPLOYEE PROTECTION FROM ASSAULTS

19-1 Written rules and regulations will be adopted, not inconsistent with law, and which afford due process of law to all persons involved, for mandatory procedures to be used following instances of assault upon, disorderly conduct toward, harassment of, or any alleged offense under the Colorado Criminal Code, directed toward a school teacher or school employee or instances of damage occurring on the premises to the personal property of a school teacher or school employee by a student. Such procedures shall include, at a minimum, the following provisions:

19-1-1 Such school teacher or school employee shall file a complaint with the school administration and the Board of Education.

19-1-2 The school administration shall, after receipt of such report and proof deemed adequate to the school administration, suspend the student for three (3) days. Such suspension to be in accordance with the procedures established therefore, and shall initiate procedures for the further suspension or expulsion of the student where injury or property damage has occurred.

19-1-3 The school administration shall report the incident to the district attorney or the appropriate local law enforcement agency or officer, who shall, upon receiving such report, investigate the incident to determine the appropriateness of filing criminal charges or initiating delinquency proceedings.

19-1-4 Nothing in this article shall be construed to restrict or limit in any manner any cause of action otherwise provided by law and available to a school teacher or school employee.

19-1-5 An Employee accused of assault shall make written reports to the administrator in charge of the school or department, attaching copies of any summons, complaint, process, information, indictment, notice or demand served upon the Employee in connection with such assault within five (5) days after the Employee has been served therewith, and report the final disposition of any such proceeding.

19-1-6 Such reports will be forwarded to the District by the administrator and, in the event civil or criminal proceedings are brought against the Employee, the District will comply with any reasonable request by the Employee for such information in the District's possession not privileged by law or policy of the District and which is determined to be relevant to the incident reported.

19-1-7 If criminal or civil proceedings are brought against an Employee alleging that the Employee committed an assault in connection with the Employee's employment, such Employee, after making the reports described in Article 19-1-5 above, may request District assistance in the preparation of the Employee's defense. Upon receipt of such request, the District will instruct its attorney to consult with the Employee's legal counsel and cooperate with such counsel in the preparation of the Employee's defense, insofar as the interests of the Employee and the District are not conflicting.

19-1-8 Since Articles 19-1-5 through 19-1-8 are derived from state statute, any changes to said statutes will result in a corresponding change to these Articles.

ARTICLE 20—REDUCTION IN FORCE

20-1 Reduction in Force

A reduction in force shall be defined as the termination of employment of employees on continuing service. The district shall determine when it may be necessary to make any reduction in force beyond normal attrition and will notify the union in writing of its intention to implement the force adjustment provisions of this Agreement.

20-1-1 The district will notify the union bargaining agent, in writing, sixty (60) calendar days in advance of any planned force reduction.

20-1-2 The district will afford the union reasonable opportunity to discuss the district's force adjustment plan and related matters during the first thirty (30) calendar days of the sixty-day (60) notification period.

20-1-3 If agreement is not reached within the thirty (30) calendar days, the district may put into effect its original plan or modification thereof.

20-2 Notice to Employees

The district will provide the work force a minimum of thirty (30) calendar days' notice of its intent to implement the force adjustment provisions of this Article.

20-3 Method of Layoff

20-3-1 Normal attrition shall be considered prior to any staff reductions.

20-3-2 The district's Affirmative Action Plan, as provided by the U.S. District Court, shall be followed wherever applicable.

20-3-3 Seniority and documented job performance will be used for all staff reductions. The district will discuss the affected positions with the union. The district will consider recommendations from the union. Documented job performance will be considered when employees subject to layoff have the same seniority date.

20-3-4 In the event of a necessary reduction in force, the district shall first lay off hourly employees, except in the case of multiple facility/school closures. In this instance, an equivalent number of full-time positions impacted by the closures shall be exempt from this rule.

20-4 **Reassignments**

20-4-1 Employees reassigned to a lower classification as a result of a reduction in force shall retain the previous rate of pay for the remainder of the fiscal year or a minimum of sixty (60) calendar days, whichever is greater.

20-4-2 Employees reassigned to a downgraded job title classification will, by seniority and documented job performance, have priority placement rights back to their former job title classification for two (2) years when openings occur. Documented job performance will be considered when employees having the same seniority date are eligible for placement in the same opening in the former job title classification.

20-5 **Recall Rights**

20-5-1 Employees who had continuing service on layoff status shall retain their seniority for purposes of recall for a period of two (2) years.

20-5-2 When positions become available, they shall first be offered to those annual salaried employees whose positions were terminated last.

20-5-3 When possible, an annual salaried employee who is recalled shall be placed in a position of the same classification as the position they held prior to the reduction in force, but may accept a lower classification temporarily until a position of the former classification is available.

20-5-4 Notices of recall shall be sent by certified or registered mail to the last known address as shown on the district's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the district notified in regard to a current address. A recalled employee must respond within five (5) working days of his/her receipt of the notice regarding the employee's intention to report to work.

ADDENDUM A
to
AGREEMENT
between
COMMUNICATIONS WORKERS OF AMERICA
and
SCHOOL DISTRICT NO. 1
in the
CITY AND COUNTY OF DENVER PUBLIC SCHOOLS
and
STATE OF COLORADO

This addendum provides for a contractual agreement with part-time employees who have worked a four-hour (4) day continuously for three (3) months of consecutive service with the Denver Public Schools. Benefits provided herein are the sole benefits provided to these employees unless the school district provides for additional benefits for all part-time employees whose hours are equal to this group. In that case, those benefits will also apply to this group

ARTICLE 1—DEFINITIONS

Same as Master Agreement

ARTICLE 2—GENERAL

Same as Master Agreement

ARTICLE 3—RECOGNITION

Same as Master Agreement

ARTICLE 4—NEGOTIATIONS

Same as Master Agreement

ARTICLE 5—Grievance Procedure

Same as Master Agreement

ARTICLE 6—Union Rights

Same as Master Agreement

ARTICLE 7—Seniority

7-1 All part-time employees covered by this collective bargaining agreement shall have seniority for the purposes of moving to full-time status. The Department of Facility Management shall keep an up-to-date seniority list, which may be inspected by the

employee and/or union official upon request. An employee shall lose seniority if the employee quits, retires, abandons his/her job, or is discharged.

7-2 Same as Master Agreement

7-3 A copy of the seniority list for all part-time custodians represented by the union will be provided to the union every Monday. It is understood by both parties that the lists are subject to frequent change, and those provided to the union under this article are accurate only on the dates indicated. Only the up-to-date seniority lists provided by Article 7-1 of the Agreement shall be considered when filling new jobs, vacancies, and in promotion. The Department of Facility Management shall inform an employee and the union of the employee's position on the up-to-date seniority list upon request.

ARTICLE 8—WORK WEEK

8-1 The regular work week for part-time employees is Monday through Sunday, five (5) consecutive days (normally Monday through Friday), and will consist of not less than four (4) hours per day for five (5) days per week. Each employee will be scheduled to give the maximum benefit to the employee's particular position.

8-2 Same as Master Agreement

ARTICLE 9—WORKDAY

9-1 The regular workday shall consist of no less than four (4) hours with a fifteen-minute (15) break during the four-hour (4) period.

9-1-1 A four-hour, part-time employee forced to arrive late for work or to discontinue work early due to illness or other unforeseen emergency shall be paid that day for actual time worked. Regularly scheduled time not worked that day may be charged against available sick leave or unpaid personal leave.

9-2 Same as Master Agreement

9-3 Same as Master Agreement

9-4 Does not apply

9-5 Same as Master Agreement

9-6 Same as Master Agreement

9-7 Does not apply

ARTICLE 10—SELECTION AND ASSIGNMENT OF EMPLOYEES

10-1 Does not apply

10-2 Does not apply

10-3 Does not apply

10-4 No reduction in the salary of an employee covered under Addendum A to this Agreement will be made, with the exception of a general salary reduction applicable to at least fifty percent (50%) of all employees.

10-5 Does not apply

10-6 Notification of Resignation

Employees covered under Addendum A who intend to resign, should notify the Department of Human Resources at least fifteen (15) calendar days in advance. This notification is to be in writing.

10-7 Does not apply

ARTICLE 11—JOB OPENINGS

Part-time employees applying for full-time positions will follow the procedure outlined in Article 11 of the master agreement.

ARTICLE 12— TRAINING

Same as Master Agreement

ARTICLE 13—CHANGE OF STATUS

Same as Master Agreement

ARTICLE 14—APPRAISAL

Same as Master Agreement

ARTICLE 15—FILES

Same as Master Agreement

ARTICLE 16—LEAVES OF ABSENCE

16-1 Personal Leave

All employees covered by Addendum A of this Agreement will receive four (4) hours of paid personal leave each school year. All employees covered by Addendum A of this agreement assigned to duty twenty-five (25) or more hours per week in the same work assignment may be granted an additional four (4) hours of leave with full-pay during each school year.

22-1-1 Does not apply

22-1-2 Same as Master Agreement

16-2 Sick Leave

Employees covered under Addendum A of this Agreement shall earn four (4) hours of sick leave per month. The unused portion of such leave granted in each year shall accumulate without limit

16-2-1 Does not Apply

16-2-2 Same as Master Agreement

16-2-3 Does not apply

16-3 **Jury Duty**

16-3-1 Same as Master Agreement

16-3-2 Same as Master Agreement

16-4 **Medical Leaves of Absence**

16-4-1 Same as Master Agreement (must meet requirements of FMLA to qualify)

16-4-2 Same as Master Agreement

16-4-3 Available Medical Leave Types:

16-4-3-1 Maternity, Paternity and Adoption Leave

All employees covered by this Addendum are eligible for maternity leave in accordance with any applicable laws. Generally, employees will not earn enough hours to be covered under the Family Medical Leave Act. However, employees covered under this Addendum may request twelve (12) weeks unpaid leave for maternity purposes.

16-4-3-2 Same as Master Agreement

16-4-3-3 Extended Personal Illness Leave and Coverage by Short and Long-term Disability Insurance

a. Same as Master Agreement

b. Does not apply

16-5 **Non-Medical Leaves of Absence**

Certain leaves for non-medical reasons are available to eligible employees upon request and approval from the Department of Human Resources.

Non-Medical Leave Types:

16-5-1 *Union Leave*

16-5-1-1 Same as Master Agreement

16-5-1-2 Same as Master Agreement

16-5-2 *Military Leave*

Leave for military personnel will be handled in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). Employees will receive all rights established under the law.

16-5-3 Does not apply

16-5-4 Does not apply

16-6 Same as Master Agreement

16-7 Same as Master Agreement

16-8 Same as Master Agreement

ARTICLE 17— GROUP BENEFITS

17-1 Employees covered by this Addendum will be eligible for life insurance in the amount of two thousand, five hundred dollars (\$2,500.00).

17-2- As with all part-time employees in the district, eligibility for participation in a district approved health plan is available at the employee's own expense, but at group rates, after one (1) year of employment.

17-3 Part-time employees will receive vacation, prorated on hours worked.

17-3-1 Same as Master Agreement

17-3-2 Same as Master Agreement

- 17-3-3 Same as Master Agreement

17-3-4 Same as Master Agreement

17-3-5 Same as Master Agreement

17-3-6 Same as Master Agreement

17-3-7 Same as Master Agreement

17-3-8 Does not apply

17-4 Holidays

Part-time employees will be permitted to use accrued vacation time to maintain their pay level during weeks which include holidays. The employee's supervisor may also schedule the employee for additional hours, at the employee's request, so that their pay is maintained during these periods. The hours scheduled will be based on the needs of the building and the District' ability to pay.

17-5 Temporary Disability Same as Master Agreement

17-6 Property Damage Same as Master Agreement

ARTICLE 18— COMPENSATION

Salaries and benefits are negotiated annually and a Memorandum of Understanding outlining the increase amounts, if applicable, will be available to all CWA members.

18-4 Part-time employees must participate in the district's pension plan in order to be eligible for payment of unused sick leave at early retirement. Currently, a part-time employee is eligible to participate in the district's retirement program after five (5) years of employment.

18-5 Overtime

All actual hours of work performed in excess of forty (40) hours per week shall be designated overtime work and will be paid at time and one-half (1½) on the basis of the employee's regular rate.

18-5-1 Same as Master Agreement

18-6 District-wide Closures

18-6-1 Same as Master Agreement

18-6-2 Same as Master Agreement

18-6-3 Same as Master Agreement

18-6-4 Same as Master Agreement

18-6-5 Same as Master Agreement

18-6-6 Same as Master Agreement

18-7 Does not apply

18-8 Does not apply

18-9 Does not apply

18-10 Transportation Allowance

Employees covered by this Addendum whose duties require occasional travel between schools, shall be reimbursed at the standard IRS rate for the use of their personal automobile.

ARTICLE 19— EMPLOYEE PROTECTION FROM ASSAULT

Same as Master Agreement

ARTICLE 20— REDUCTION IN FORCE

20-1 The district will notify the union, in writing, sixty (60) calendar days in advance of any plan to force reduction of employees covered by this Addendum.

20-1-1 The district will afford the union reasonable opportunity to discuss the district's force adjustment plan during the first thirty (30) calendar days of the sixty-day (60) notification period.

20-1-2 If agreement is not reached within the thirty (30) calendar days, the district may put into effect its original plan or modification thereof.

20-2 **Notice to Employees**

The district will provide the work force a minimum of fifteen (15) calendar days' notice of its intent to implement the force adjustment provisions of this article.

20-3 **Method of Layoff**

31-3-1 Normal attrition shall be considered prior to any staff reductions.

31-3-2 Seniority and documented job performance will be used for all staff reductions.

31-3-3 In the event of a necessary reduction in force, the district shall first lay off the least senior part-time hourly employees, except in the case of multiple facility/school closures. In this instance, an equivalent number of full-time positions impacted by the closures shall be exempt from this rule.

20-4 **Reassignments:** Does not apply

20-5 **Recall Rights**

31-5-1 When positions become available, they shall first be offered to those part-time employees who were laid off last.

MEMORANDA OF UNDERSTANDING

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**SCHOOL DISTRICT #1
DENVER PUBLIC SCHOOLS**

AND

THE COMMUNICATIONS WORKERS OF AMERICA

August 19, 2014

The District and the CWA agree that job performance is a critical factor in determining suitability for promotion. As such the parties agree that over the course of the following year, promotions will be handled in accordance with the below: The parties further agree that they will discuss the promotion process during the monthly meet and confer meetings. At the end of the one year period, the parties will meet to evaluate the MOU and to establish the criteria for promotions moving forward.

18-2-2 Promotions will be based on the following criteria:

1. Required training in accordance with Facility Management Operations Division's promotion process.
2. Documented job performance as evidenced by the Performance Evaluation Report, information in the employee's personnel file and data from the quality assurance zone reports during the twelve (12) months preceding the request for promotion. For purposes of promotion mitigating factors will be taken into consideration when using the quality assurance zone report.
3. Seniority within-the bargaining unit will be used as a tie-breaker when all criteria above are equal.

CWA Representative

DPS District 1 Representative

By: Signature on File

By: Signature on File

By: _____

By: _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING

This is to confirm that a committee composed of one (1) representative each from the union, Human Resources, and Facility Management will meet to discuss the issues of career development, which may include promotions, transfers, upgrades, training and organizational structure for CWA employees. Any recommendation from the committee regarding these issues will become a matter of a Memorandum of Understanding subject to approval by the respective bargaining agents.

It is expected that the committee will begin meeting no later than thirty (30) days following ratification of the CWA Agreement by the Board of Education.

CWA Representative

DPS District 1 Representative

By: Signature on File

By: Signature on File

By: _____

By: _____

Date: _____

Date: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SCHOOL DISTRICT #1
DENVER PUBLIC SCHOOLS
AND
THE COMMUNICATIONS WORKERS OF AMERICA
JANUARY 23, 2004
Active Retirees**

The District and the CWA hereby agree to add the classification of "Active Retirees" to Addendum A of the current contract. Active Retirees are defined as employees who have retired from the district and have elected to return to work for the district on a part-time basis. The vacation benefits negotiated for part time CWA workers will be extended to Active Retirees on the payroll as of 1/23/04 for the duration of the contract 12/31/05. Effective with the new contract on 1/1/06, Active Retirees will not be eligible for district benefit programs other than what they are already receiving as retirees. If, at any time, the district elects to offer benefits to Active Retirees outside of their normal retiree benefits, then CWA Active Retirees will also become eligible for said benefits.

CWA Representative

DPS District 1 Representative

By: Signature on File

By: Signature on File

By: _____

By: _____

Date: _____

Date: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SCHOOL DISTRICT #1
DENVER PUBLIC SCHOOLS
AND
COMMUNICATIONS WORKERS OF AMERICA (CWA)
Pool Operators**

The representatives of the Communications workers of America (CWA) and the district (DPS) agree to the following:

Existing employees within the district currently classified as pool operators will continue to receive the pool operator stipend and are grandfathered as policy currently exists.

The District and CWA hereby agree to establish a joint committee to study and make recommendations regarding the pool operator position, including stipend requirements, level of training, logistics, etc. to best meet the needs of the district and CWA employees.

CWA Representative

DPS District 1 Representative

By: Signature on File

By: Signature on File

By: _____

By: _____

Date: _____

Date: _____

IN WITNESS WHEREOF the parties have caused their corporate names to be hereunto subscribed by their respective representatives.

COMMUNICATIONS WORKERS

OF AMERICA

By: Signature on file_____

SCHOOL DISTRICT NO. 1 IN

THE CITY AND COUNTY OF DENVER

By: Signature on file_____

ATTEST:

By: _____