

# **AGREEMENT**

BETWEEN

**ASSOCIATION OF BUILDING, GROUNDS, AND WAREHOUSE SERVICE PERSONNEL**

**AND**

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

**August 1, 2018 through July, 31, 2021**

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## **DENVER PUBLIC SCHOOLS AGREEMENT**

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 DENVER PUBLIC SCHOOLS ASSOCIATION OF BUILDING, GROUNDS, AND WAREHOUSE SERVICE PERSONNEL.

The Board and the Association recognize that providing a high quality education for the pupils in the Denver Public Schools is the paramount aim of this School District, and that high morale of the Building, Grounds, and Warehouse Service Personnel is necessary for the best educational program, and that:

The Board of Education, under law, has the final responsibility of establishing policies for the School District.

The Superintendent and staff have the responsibility of carrying out the policies established.

The Building, Grounds, and Warehouse Service Personnel have the ultimate responsibility of providing the best possible services.

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, and the Building, Grounds, and Warehouse Service Personnel. To this end, good-faith negotiations between the Board and the Association, with a free and open exchange of views, are desirable.

### **Building, Grounds, and Warehouse Service Personnel Association**

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, Grounds, and Warehouse Service Personnel 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, but that membership in any organization shall not be required as a condition of employment.

NOW, THEREFORE, the parties agree as follows:

## **ARTICLE 1- Definitions**

- 1-1 The term "employee" as used in this Agreement shall refer to all regularly assigned personnel represented exclusively by the Association in the negotiating unit as defined 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 "Association" as used in this Agreement shall mean the Denver Public Schools Association of Building, Grounds, and Warehouse Service Personnel described in Article 3-1.
- 1-4 The terms "School District" and "Denver Public Schools" 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 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 September, 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.
- 1-7 The term "work year" as used in this Agreement shall mean 245 days.
- 1-8 The term "representative" refers to a District employee in good standing with the Association, duly elected from each of the represented shops/groups, excluding: president, vice president, treasurer, secretary, Sergeant at arms, and Health Benefit Board Representative.
- 1-9 The term "MOU" as used in the following sections is the acronym for Memorandum of Understanding which is typically added to the Master Agreement as needed between Denver Public Schools and the Association of Building, Grounds and Warehouse Service personnel.
- 1-10 The term "Executive Director" as used in the Agreement shall mean the head administrator of each respective division of Facility Management and Enterprise Management.
- 1-11 The term "Supervisor" as used in the Master Agreement is the immediate supervising foreman or assistant foreman for each department and is responsible for ensuring that services and standards of the District are being met.

## **ARTICLE 2 - General**

- 2-1 The Board shall not discriminate against any employee on the basis of race, color, gender, gender identity, transgender status, religion, ancestry, veteran status, age, disability, national origin, sexual orientation, marital status, or membership in any organization.
- 2-2 The Association shall admit persons to membership without discrimination on the basis of race, color, gender, gender identity, transgender status, religion, ancestry, veteran status, national origin, age, disability, sexual orientation, or marital status, and shall represent all employees of the Building, Grounds, and Warehouse Service as described in 3-1.
- 2-3 This Agreement constitutes Board policy for the term of said Agreement and the Board and the Association will carry out the commitments contained herein and give them full force and effect.
- 2-4 The Association and the Board agree that differences between the parties shall be settled by peaceful means as provided in this Agreement. The Association, 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 on the part of any employee covered by this Agreement.
- 2-5 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.
- 2-6 No change, rescission, 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 Association and endorsed in writing hereon.
- 2-7 This Agreement shall be governed and construed according to the Constitution and Laws of the State of Colorado.
- 2-8 The Board and Association recognize that the Board has certain powers, discretion, and duties that, under the Constitution and Laws of the State of Colorado, may not be delegated, limited, or abrogated by agreement with any party. Accordingly, if any provision of this Agreement, or any application of this Agreement to any employee covered, hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.
- 2-9 In case of any direct conflict between the express provisions of this Agreement and any Board or Association policy, practice, procedure, custom, or writing not incorporated in this Agreement, the provision of this Agreement shall control.

2-10 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 the 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, Grounds, and Warehouse Service Personnel adopted by the Board of Education on March 21, 1968, the Board has recognized the Association as the exclusive representative of all members of the Building, Grounds, and Warehouse Service Personnel consisting of maintenance personnel, truck drivers, vending machine route drivers, general laborers, warehouse workers, shipping & receiving clerks, counter clerks, and inventory data specialists.
- 3-2 The Board hereby reaffirms recognition of the Association and agrees that the Association shall continue as such exclusive representative until July 31, 2021, 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 Association under the terms and provisions of this Agreement are for the exclusive use of the Association.

### **ARTICLE 4 - Negotiations**

- 4-1 Negotiations for Successor Agreements. Either the Association or the Board may request negotiation of a successor agreement by submitting a written request to negotiate between March 1 and March 31 of the year in which the Agreement is scheduled to expire. The written request shall specify the subject matter to be considered in negotiations. Should neither party request to negotiate a successor agreement, this Agreement shall expire on the date on which the Agreement is scheduled to expire.
  - 4-1-1 Negotiations for a successor agreement will be held on mutually-acceptable topics and shall be finalized by May 1 of the year in which the Agreement is scheduled to expire, including mediation if necessary, unless the Association and the Board agree in writing to extend this deadline. In any event, negotiations must be finalized by June 15 of the year in which the Agreement is scheduled to expire.
  - 4-1-2 Each successor agreement shall have a three (3) year duration beginning on August 1 and terminating on July 31. The period of the Agreement shall be August 1, 2018 through July 31, 2021.
- 4-2 Other Negotiations. At times other than those prescribed for the negotiation of successor agreements, either the Board or the Association may submit a written request to negotiate subjects concerning Employees' salaries, wages, hours, and conditions of employment. Such requests shall specify the subject matter to be considered.

- 4-2-1 This provision is not intended to allow for changing the language or the intent of the existing Agreement outside of the normal bargaining cycle. From time to time, however, waiting until the next negotiations period to address matters that arise may be impractical. Therefore, during the term of this Agreement and between regularly scheduled bargaining sessions, the parties may choose to engage in interim negotiations.
- 4-2-2 Upon a request for interim negotiations in accordance with Article 4-2, the Association or the District will submit a written response in accordance with Article 4-3. If the parties agree to interim negotiations, the parties shall jointly assign the matter to a group of individuals. If matters are related to the interpretation of the Agreement or matters on which the Agreement is silent, any agreements related to such matters will become a Memorandum of Understanding subject to the approval of the Association and the Superintendent. If approved, the Memorandum of Understanding will be binding on both parties but shall be reviewed at the next formal bargaining session. If the Memorandum of Understanding is not incorporated into the Agreement at the next formal bargaining session, the Memorandum of Understanding shall expire.
- 4-2-3 Matters that change existing provisions of the Agreement will be referred to the membership of the Association and the Board for ratification.
- 4-2-4 Salary and group insurance provisions are subject to annual negotiations unless the Association and the Board agree in writing to forgo negotiations concerning salary and flex benefit provisions at least ten (10) calendar days before such negotiations are scheduled to begin. Negotiations concerning salary and flex benefit provisions must be finalized by May 1 of each year. This deadline can be extended by written agreement of the Association and the Board, but, in any event, negotiations regarding salary and group insurance provisions must be finalized by June 15 of each year.
- 4-3 Conducting Negotiations. Upon receipt of a written request to negotiate, the Association or the Board shall submit a written response to the other party within ten (10) Business Days. The response shall indicate whether the party in receipt of the request to negotiate consents to negotiate, and, if so, what subject(s) that party agrees to negotiate.
- 4-4 Negotiations on agreed-upon subjects will be conducted at times and places mutually agreeable to the negotiators named by each party, provided, however, that the first meeting shall be held within ten (10) Business Days of a party's receipt of the response provided pursuant to Article 4-4.
- 4-5 During negotiations, the Board and the Association will present relevant data, exchange points of view, and make proposals and counter proposals. Upon request of either party, the other will make available for inspection its records and data pertinent to the subject of negotiations.
- 4-6 If negotiations are scheduled during a negotiator's Workday, the negotiator shall be released from his or her regular duties.

- 4-6-1 If negotiations occur on a negotiator's Workday, then the negotiator will be compensated for a maximum of eight (8) hours per day at straight time for the time spent in negotiations. If negotiations occur on a day on which a negotiator is not scheduled to work, the negotiator's supervisor shall amend the negotiator's work schedule to allow the negotiator to participate in negotiations without increasing the negotiator's weekly work hours.
- 4-7 Either party may use the services of outside consultants and may call upon professionals and lay representatives to assist in the negotiations. Costs incurred shall be borne by the party requesting such service(s).
- 4-8 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 by the Board and the Association. After such adoption and approval, the final Agreement will be signed by the Board and the Association and will become an addendum to this Agreement.
- 4-9 Impasse Resolution/Mediation
  - 4-9-1 Either party may declare an impasse. If impasse is reached and the Association and the Board agree, the parties shall select a mediator with the assistance of the Federal Mediation and Conciliation Services (FMCS) according to the procedures of Article 5-4-3-1.
  - 4-9-2 Any mediation efforts must be concluded by June 1 and will be conducted under rules determined by the mediator.
  - 4-9-3 If mediation is unsuccessful and if both parties agree, the mediator may issue a written report to the parties explaining the matters still at issue.
  - 4-9-4 The parties agree to share the cost of mediation equally.
- 4-10 This agreement may be re-opened by mutual consent at any time.

## **ARTICLE 5 - Grievance**

- 5-1 Definitions
  - 5-1-1 A "Grievance" shall mean a written complaint by an Employee or Employees in the Bargaining Unit that there has been a violation, misinterpretation, or inequitable application of an administrative procedure, practice, or personnel policy that affects Employees; or a violation, misinterpretation, or inequitable application of any of the provisions of the Agreement.
    - 5-1-1-1 Unless provided otherwise in the Agreement, an Employee may grieve an

alleged violation, misinterpretation, or inequitable application of an administrative procedure, practice, or personnel policy that affects Employees, but only cognizable violations, misinterpretations, or inequitable applications of the Agreement may go to Level III upon the request of the Union.

5-1-1-2 The term "Grievance" shall not apply if: (1) the method of review of a matter is prescribed by law, (2) the Board is without authority to act on a matter, or (3) a Grievance is specifically prohibited or limited by the terms of this Agreement.

5-1-2 "Party of Interest" shall mean any person who might be required to take action or against whom action might be taken in order to resolve the claim.

5-1-3 "Grievant" shall mean an Employee or group of Employees asserting a Grievance.

5-2 Purpose. The purpose of this procedure is to secure equitable solutions at the lowest possible administrative level to problems that may arise. To the extent permitted by law and District policy, the Board and the Union shall keep grievance proceedings informal and writings and resolutions confidential.

5-3 Procedure. Since it is important that Grievances be processed as rapidly as possible, the number of days indicated at each level is a maximum, and every effort should be made to expedite the process. Specified time limits will be strictly enforced, and a Grievance not timely presented will be considered waived. The time limits specified may, however, be extended by mutual written agreement.

5-3-1 The Board agrees to make available to the Grievant and the Grievant's Union representative all information in its possession or control not privileged under law that is relevant to the issues raised by the Grievant. The Union agrees to make available to the Board and its representatives all information in its possession or control not privileged under law that is relevant to the issue raised by the Grievant.

5-3-2 If the Union identifies an Employee as a witness whose testimony will be required at a meeting or hearing pursuant to this Article 5 during the Employee's Workday, the Union shall notify the Executive Director of Facility Management, Enterprise Management, or designee at least five (5) Business Days prior to the date of the meeting or hearing absent extenuating circumstances. As long as the Union provides the requisite notice, the Employee will be released without loss of pay for such time as his or her attendance is required at such a meeting or hearing.

5-4 Timing. No Grievance shall be recognized by the District or the Union unless it is presented at Level I within fifteen (15) Business Days after the Grievant knew or should have known of the circumstances upon which the Grievance is based. However, if the Union determines that a Grievance affects a group of Employees, the Union may submit the Grievance in writing at Level II. No Grievance shall be recognized at Level II unless the Union files the Grievance with the Department of Human Resources within twenty (20) Business Days after the Grievant knew or should have known of the circumstances upon which the Grievance is based.

#### 5-4-1 Level I

A Grievant shall first present a Grievance to his/her immediate supervisor to attempt to resolve the matter informally. Grievances not timely presented shall not be considered. The Grievant may be accompanied by a Union representative during the Level I meeting, and the Executive Director of the Department or designee may attend the Level I meeting in an effort to resolve the Grievance at the lowest possible administrative level. The parties will document the time and date of the informal meeting.

#### 5-4-2 Level II

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

The Grievance must refer specifically to the articles of the Agreement and/or Board policy, procedures, or practices that the Grievant alleges were violated, misinterpreted, or inequitably applied; explain how they were violated, misinterpreted, or inequitably applied; and indicate the reason why the Level I decision is unsatisfactory. Both the Grievant and his or her immediate supervisor shall sign the Grievance Disposition Form. The Grievant's immediate supervisor shall also have the opportunity to provide comments related to the Level I process on the Grievance Disposition Form. No additions to the Grievance Disposition form may be made after it has been signed by the Grievant and his or her immediate supervisor.

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

During the Level II grievance meeting, the Superintendent or designee shall meet with the Grievant, the Union representative, and any Parties of Interest to attempt to facilitate a resolution. If, at the Level II meeting, there is an agreed-upon resolution to the Grievance, the resolution will be documented in writing and signed by the Grievant and the Superintendent or designee. Any resolution reached at the Level II meeting shall be final, and no continuation of the Grievance will be permitted.

If no resolution is reached during the Level II meeting, the Superintendent or designee shall issue a written response to the Grievant on the merits of the Grievance.

#### 5-4-3 Level III

If the Grievant is not satisfied with the disposition of the Grievance at Level II, or if no decision has been rendered within ten (10) Business Days after the Superintendent or

designee has conducted the Level II meeting, the Grievant may request that the Union submit the Grievance to arbitration or mediation. This request must be made within seven (7) Business Days of the Grievant's receipt of the Level II decision.

If the Union agrees to submit the Grievance to arbitration, the Union shall submit a written demand for arbitration to the Superintendent or designee within twenty-five (25) Business Days of the Union's receipt of the Grievant's request for arbitration. The demand for arbitration must refer specifically to the articles of the Agreement that the Grievant alleges were violated, misinterpreted, or inequitably applied; explain how they were violated, misinterpreted, or inequitably applied; and indicate the reason why the Level II decision is unsatisfactory.

5-4-3-1 Mediation. Upon mutual agreement of the Union and the Superintendent or designee, the parties may submit the Grievance to mediation before scheduling arbitration. If dissatisfied with the mediation process the Union may elect to proceed with the arbitration process.

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

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

5-4-3-2 Arbitration. If the Union elects arbitration, the Superintendent or designee shall determine whether, in the District's opinion, the Grievance is arbitrable. If the District concludes that the Grievance is not arbitrable, the Superintendent or designee shall inform the Union in writing of the procedural and/or substantive grounds that support the District's conclusion. If there is a dispute between the Association and the District about whether a Grievance is arbitrable and such dispute cannot be resolved in this grievance procedure, the decision about arbitrability shall be made (a) by an arbitrator if the dispute is only about procedural arbitrability, such as an issue about whether a grievance was filed in a timely manner; or (b) by a court if the dispute is about substantive arbitrability, such as the question of whether the grievance alleges a cognizable violation, misinterpretation, or inequitable application of a provision of the Agreement.

In the event that the parties cannot agree on the choice of an Arbitrator, they shall submit a joint request to the American Arbitration Association for a list of seven (7) Arbitrators skilled in arbitration of educational and facility management issues. Within ten (10) Business Days of the receipt of the list, representatives of the Union and the District shall meet and alternately strike a name on the list.

The last name remaining shall be the appointed Arbitrator.

- 5-4-3-2-1 The Arbitrator will have authority to hold hearings and make procedural rules.
- 5-4-3-2-2 All hearings held by the Arbitrator shall be in closed sessions and no news releases shall be made concerning progress of the hearings.
- 5-4-3-2-3 The Board will present all relevant material so that the Arbitrator will have complete information upon which to base a decision. A copy of any information presented to the Arbitrator will be provided to the Grievant.
- 5-4-3-2-4 The Arbitrator will issue a report within thirty (30) Business Days after the close of the hearings and submission of any post hearing briefs. The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.
- 5-4-3-2-5 The Arbitrator's report shall be submitted in writing to the Board and the Union only, and shall set forth the Arbitrator's finding of fact, reasoning, conclusions, and recommendations on the issues submitted. The Arbitrator's recommendations shall be consistent with law and with the terms of this Agreement. The Arbitrator's report shall be advisory only, and not binding on the Board or the Union.
- 5-4-3-2-6 Within seven (7) Business Days after receiving the report of the Arbitrator, the Board's designee and the Union's designee will meet to discuss the report. If the Union wishes to respond to the Arbitrator's recommendation, the Union may submit a written response to the Board's designee within fourteen (14) Business Days following the Union's receipt of the report of the Arbitrator. The Board will review and consider any response by the Union and shall accept or reject the report of the Arbitrator not later than thirty (30) Business Days after receipt of the Arbitrator's report unless the Union and the Board agree in writing to extend this deadline. No public release may be made until after the next legislative meeting of the Board of Education.
- 5-4-3-2-7 The costs for the services of the Arbitrator or mediator including per diem expenses, if any, plus actual and necessary travel and subsistence expenses, shall be shared equally by the Board and the Union.

- 5-4-3-2-8 Upon mutual written consent of the Union and the Board, the parties may make a recording of the arbitration proceedings. Any party may request an official stenographic record of the testimony of the hearings. The party requesting shall pay the costs. If the other party requests a copy of the record, both parties shall split the cost of making the stenographic record.
- 5-4-3-2-9 In appropriate cases, both parties may agree to follow the expedited rules and procedures of the American Arbitration Association or the Federal Mediation and Conciliation Services FMCS in processing any Grievance at Level III, except that the Arbitrator shall always be chosen pursuant to Article 5-4-3-2.

## 5-5 Rights of Employees to Representation

- 5-5-1 Neither the Board nor any member of the Union shall take reprisals affecting the employment status of any person, any Party of Interest, any Grievant, any Union representative, or any other participant in the grievance procedure by reason of such participation.
- 5-5-2 All Employees who file a Grievance shall be represented solely by the Union and/or the Union's designee(s) at all levels of the grievance procedure, except that the Grievant may decline representation at Level I. A Grievance may not proceed from Level I to Level II or from Level II to Level III without the consent of the Union and without the Union's representation of the Grievant.
- 5-5-3 An employee will be given at least 24 hours' notice when discipline will be issued so arrangements can be made to have an ABG&W Association Representative present, unless notice is waived if employee or ABGW concur.
- 5-5-4 Before taking corrective action which shall be defined as letters of warning, letters of reprimand, a suspension without pay against an employee, the supervisor shall investigate the matter of concern and meet with the employee to hear the employee's response regarding the matter. The supervisor shall follow the procedures and protocol pursuant to the Basic Fairness document developed after consultation with the bargaining unit.

## ARTICLE 6 - Association Officers

- 6-1 The President of the Association, or authorized designee, shall be allowed to visit departments where Association employees are working. Requests to solve special problems of employees, which necessitate the interruption of work schedules, shall be arranged for in advance with the Executive Director, Facility Management, Enterprise Management or designee, as appropriate.
- 6-2 If negotiations or grievances are scheduled during the school day, those required to attend

shall be released from their regular duties without loss of pay.

- 6-3 The President, or designee of the Union, may request up to twelve (12) work days per year for Union business without loss of pay.
- 6-4 If the Association exceeds the twelve days, the Association shall reimburse the District for the salary and benefit costs of any employee released from his/her work assignment to conduct business on behalf of the Association, excluding business conducted with the District or as otherwise prescribed in this Agreement.

## **ARTICLE 7 – Seniority**

- 7-1 Seniority shall not be affected by race, gender, gender identity, transgender status, religion, ancestry, veteran status, color, age, disability, national origin, marital status, sexual orientation, membership in any organization, or dependents of employees. The Executive Director of Facility Management, Enterprise Management or designee, as appropriate, shall keep an up-to-date seniority list. An employee shall lose seniority if the employee quits, retires, is discharged, or does not return within five (5) working days upon written notification after a layoff or leave of absence.
  - 7-1-1 All new employees covered by this Agreement must serve a 90-calendar day trial period. During this time, the employee may be discharged without limitation or action by the Association.
- 7-2 An employee placed on regular full-time status will be classified in a probationary status for a period of three (3) years. If at the end of this period, the employee is retained as a regular employee, seniority shall be calculated from the first day of employment from the date placed on regular full-time status.
- 7-3 An employee transferring from one department in the Denver Public Schools to another department shall be considered as a new employee.
  - 7-3-1 An employee administratively transferred or transferred due to a department change or reorganization, shall not lose any seniority earned in previous assignments.
- 7-4 Seniority lists shall be established and posted yearly for each classification in a department and shall be considered when filling new jobs, vacancies, and promotions. The Human Resources Department shall inform an employee of the employee's position on the seniority list upon request.
  - 7-4-1 The years of service for determining seniority in a classification shall be based upon the latest date of employment, or re-employment, for continuous service in the classification and department.
  - 7-4-2 Only classified full-time employees shall have seniority.
  - 7-4-3 No employee shall hold seniority in more than one (1) classification at the same time.
  - 7-4-4 An employee who transfers from one classification to another shall lose seniority in the classification from which the employee transfers and the employee's seniority in the classification to which the employee transfers shall commence with the date the transfer becomes effective.

7-4-5 Employees assigned to a classification at the service building (2800 West 7<sup>th</sup> Ave) in accordance with a seniority list established ABGW will have designated parking assigned in the K lot (totaling 55 spaces via a numbering system based on the employees number of years at the service building. In addition; the bargaining unit will have off street parking provided in the K lot with the overflow going to the lower lot. In the event the district alters its policies or procedures on parking, it will consultate with the union prior to implementing any changes.

## **ARTICLE 8 - Meetings**

- 8-1 The Executive Director of Facility Management, as appropriate, or designee, shall meet once a month during the work year with the officers of the Association. If there are no topics for discussion, the meeting for that month may be canceled by mutual agreement.
- 8-2 The Executive Director of Facility Management and the Executive Director of Enterprise Management or designee, as appropriate, may have additional administrative staff present at such meetings if the director or manager so desires.
- 8-3 The Association shall be allowed use of designated space on existing bulletin boards at base work site to post notices, circulars, and other materials.
- 8-3-1 Such notices, etc. may not endorse or oppose any public, political issue or candidate for public office and must be consistent with applicable legal guidelines and Board of Education policy.
- 8-3-2 An information copy of distributed notices, circulars, and other material shall be provided to the Executive Director of Facility Management at the time of posting or distribution.
- 8-3-3 The ABG&W Association may have a quarterly meeting of one (1) hour during normal working hours.

## **ARTICLE 9 – Workweek**

- 9-1 The regular workweek for full-time employees will consist of five (5) consecutive days of eight (8) hours per day, 40 hours per week, Monday through Saturday. Typically this will be Monday through Friday. Each employee will be scheduled to provide the maximum benefit to the employee's position.
- 9-2 A workweek of Tuesday through Saturday may be used on a planned work basis only at the discretion of the supervisor/senior supervisor, with prior notice of at least one (1) week to the affected employees. Employees will be assigned to this workweek only when the needs of the District cannot be met on the regularly assigned workweek.
- 9-2-1 When a District–holiday is celebrated on a Monday, an employee scheduled for a Tuesday through Saturday workweek will work Wednesday through Saturday.

9-2-2 To the extent possible, no employee will be assigned to work more than two Saturdays in any given month without the employee's consent.

9-2-3 In case of any Tuesday-Saturday workweek established in a given shop, there will be a management plan developed and in place prior to such implementation, to ensure adequate supervisory and shop support is in place while personnel are on duty. (Supervising Foreman, Assistant Foreman or Supervisor)

## **ARTICLE 10 - Workday**

10-1 The standard (or 1<sup>st</sup> shift) workday shall be from 6:00 a.m. to 2:30 p.m. or 7:00 a.m. to 3:30 p.m. consisting of eight and one-half (8-1/2) hours with 30 minutes off for lunch and 15 minutes off during the first and second half of the employee's shift for break time. Any deviation from the normal shift hours shall be at the discretion of the supervisor/senior supervisor, with prior notice to and input from affected employees, but in no event shall it vary more than two (2) hours, either earlier or later, from the normal shift hours.

10-1-1 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, except that, regularly scheduled time not worked that day will be charged against available sick leave or personal leave, whichever is applicable, subject to the provisions of Article 20.

10-1-2 An employee who abuses the privileges granted by Article 10-1-1 shall be subject to disciplinary action.

10-2 An alternate workday (or 2<sup>nd</sup> shift) may be used by specific shops to complete work during hours when schools are not in session. This shift is specifically intended to minimize the interruption to school activities and maximize production. The second shift workday shall be from 10:00 a.m. to 6:30 p.m., consisting of eight and one-half (8-1/2) hours with 30 minutes off for lunch and 15 minutes off during the first and second half of the employee's shift for break time. Any deviation from the normal shift hours shall be at the discretion of the Supervisor/Senior Supervisor with prior notice to and input from affected employees.

10-3 Existing maintenance shop technicians will work 2<sup>nd</sup> shifts on a voluntary basis only. Technicians hired after July 1, 2003, with the alternate workday (2<sup>nd</sup> shift) as a potential workday assignment in their job description may be assigned to do so on an involuntary basis. If a 2<sup>nd</sup> shift is established in a given shop there will be a management plan developed and in place prior to such implementation to ensure adequate supervisory and shop support is in place while personnel are on duty.

10-3-1 Employees will be assigned to the second shift only when the needs of the District cannot be met on regular shift hours and with approval of the Executive Director of Facility Management, Enterprise Management or designee.

10-3-2 Full-time employees must be given at least a one-week notice when assigned to a second shift or moved back to the regular shift.

10-3-3 Full-time employees must work a full workweek on a shift before a shift change can be implemented, unless mutually agreed to by the employee and the Supervisor/Senior Supervisor.

10-3-4 Full-time employees assigned to the second shift will be paid a shift differential of sixty cents (\$0.60) per hour.

10-4 In order to accommodate delivery scheduling, vending route driver hours may vary up to three (3) hours, earlier or later, from the normal shift hours.

## **ARTICLE 11 - Overtime**

11-1 All authorized hours of work performed in excess of 40 hours per week shall be designated overtime work and will be paid at time and one-half (1-1/2) on the basis of the employee's regular rate. Any use of accrued leave time does not count as hours worked for the purposes of overtime calculations.

11-2 In the event an employee is assigned to Saturday, Sunday, or holiday overtime and that work is canceled through no fault of the employee, or other conditions arising as a result of an act of providence, the employee, upon reporting to fill the assignment, shall be paid a minimum of four (4) hours at the employee's straight time rate.

11-3 Overtime shall be distributed as nearly equal as possible within a department and between employees within a classification in that department, taking into consideration the skill of the employee needed to perform the overtime work and the employee's regular assigned duty. Employees who continually refuse or are unavailable to work overtime may be subject to disciplinary action at the discretion of the Director.

11-4 Overtime Notification.

11-4-1 An employee called back to work for an emergency shall be paid a minimum of four (4) hours plus one hour of travel time at the rate of time and one half (1 ½) of the employee's regular hourly rate.

11-4-2 An employee required to work beyond the regularly scheduled work day, without one (1) hours' notice, shall be paid at the hourly rate of time and one half (1 ½) of the employee's regular rate for all hours worked outside the regularly scheduled hours, plus one (1) hour travel time, at the rate of time and one half (1 ½) of the employee's regular hourly rate. If more than one (1) hour notice is given, the employee shall be paid travel time only if more than one (1) hour is worked beyond the regularly scheduled hours and the notification occurs the same day. If notice is given forty-eight (48) hours or more in advance for planned work, an employee shall not be paid travel time. Enterprise Management Route Drivers must meet the 40 hour per week threshold before overtime is paid in accordance with this Article.

11-4-3 An employee required to work beyond the employees regularly scheduled work week (Saturday, Sunday, holiday) without forty eight (48) hours advance notice, shall be paid

at the rate of time and one half (1 ½) of the employee's regular hourly rate for all hours worked outside the work week hours, plus one (1) hour of travel time at the rate of time and one half (1½) of the employee's regular hourly rate. If forty eight (48) hours or more notice is given, no one (1) hour of travel time will be given.

11-4-4 Snow Removal or Emergency Call Out. An employee required to work over ten (10) hours in a forty eight (48) hour period of time (two consecutive days) will be paid for time worked and will be paid an additional two (2) hours at the overtime rate for consecutive forty eight (48) hour periods only.

11-4-4-1 If the supervisor and employee being called in early for snow removal agree, the employee can leave after they have worked eight hours and they will be compensated at their normal rate of pay (plus one hour call-in). These requests will be approved on a first come, first serve basis until such time that the requests can no longer be accommodated due to workload.

## 11-5 District-wide Closures

11-5-1 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 11-6, Hazard Pay).

11-5-2 Employees who are required to work during a District-wide, school or office closing when other employees have been excused from regular work duties, shall be paid at the overtime rate two (2) times their regular rate of pay for all hours worked during the closure.

11-5-3 Employees excused from work during a District-wide closure will receive their regular rate of pay for that day.

11-5-4 Foremen may excuse employees from reporting to work or from reporting late to work, or approve early release from work due to extremely heavy snow or stormy conditions. In this type of situation, the full eight (8) hours will be paid at the employee's regular rate of pay.

## 11-6 Hazard Pay

11-6-1 A hazardous situation (emergencies such as shootings, major fires, etc.) is a condition in an individual building or city-wide 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.

11-6-2 Employees required to work during a hazardous situation will be paid the rate of two (2) times the regular rate of pay for a minimum of five (5) hours and every hour worked above five (5) hours.

- 11-6-2-1 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.
- 11-6-2-2 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 11-6-2 will be rounded to the nearest quarter hour.

**ARTICLE 12 - Vacations**

- 12-1 The work year for employees covered by this Agreement is 245 days. The number of days of vacation during the first year of employment is determined by the payroll office. After one year of service, the employee is entitled to nineteen (19) working days of vacation.
- 12-2 A regular full-time employee whose work year is more than 40 weeks, who has completed 15 years of continuous service with the Denver Public Schools on June 1 of any year, will be granted five (5) additional days of vacation.
- 12-3 Employees who desire to save a portion of their vacation to be used in addition to vacation as provided the next year, not to exceed twenty (20) days per year, must submit their request and reasons therefore, in writing through the Manager of Maintenance or Warehouse Manager, as appropriate, to the Department of Human Resources by December 1.
- 12-4 Vacation may be taken in increments of thirty (30) minutes.
- 12-5 Vacation is accrued on a monthly basis. Employees may retain up to twice their annual allocation (38 day cap) during any twelve (12) month period. Any vacation days or longevity days over the cap (38) must be used by January 14 of each year or be forfeited.

**ARTICLE 13 – Holidays**

- 13-1 Regular full-time employees will be entitled to the following days off without loss of pay.
 

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

In the event a holiday falls on the weekend, the workday closest to that holiday will be considered as that day off.

- 13-2 If an employee is required to work, the employee will be paid at time and one-half (1½) the employee's regular rate in addition to holiday pay.
- 13-3 The Board, in adopting the school calendar each year, approves the number of holidays for employees. The number of days listed in Article 15-1 may be increased or decreased by Board action.

## **ARTICLE 14 - Accidents**

- 14-1 All employees of Denver Public Schools are covered by workers' compensation as required by law. Employees must report any injury to their supervisor, according to school/department procedures, and to the district as per the instructions available on the Risk Management website: [http://riskmanagement.dpsk12.org/workers\\_comp](http://riskmanagement.dpsk12.org/workers_comp). See the District's employment handbook for Wage Continuation Policy.
- 14-2 In case employees operating school-owned equipment have an accident, they shall immediately call the police department and their immediate supervisor within twenty-four (24) hours, as appropriate. They are not to leave the scene of the accident without the police officer's permission. A written report of the accident shall be given to the Director of the Department of Transportation and Support Services as soon as possible.
- 14-3 All employees of Denver Public Schools, while working within the course and scope of their employment, are covered under insurance policies purchased by Risk Management.
- 14-4 The District shall assume no responsibility for damage to or loss of employees' personal property with the following exception. In the event an employee, was within the course and scope of his/her employment, and had his/her clothing, purses, prescription eyeglasses or personal electronic devices damaged, or destroyed as a result of mischief, vandalism, or other workplace hazard, the District may reimburse the employee up to \$250.00 per year. 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 15 - Selection and Assignment of Employees**

- 15-1 Policy. 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. Accordingly, the following is stated as the present policy of the Board of Education with respect to the beginning, continuance, and termination of employment of employees. The Board of Education may, in its discretion, modify or revoke the policies indicated in whole or in part and this provision is implicit in all of the provisions hereof.
- 15-2 Basis for appointments- From the list of available candidates for an employee position in the Denver Public Schools, the superintendent will appoint persons deemed best fitted to serve on the basis of training, experience, and personality.

15-2-1 The President of the Association shall be advised in writing of the appointment of all new Buildings, Grounds or Warehouse employees and their assignments.

15-3 Probationary period- An employee must serve a probationary period of three (3) years on a full-time basis, continuously, and without interruption, and be employed for the next succeeding or fourth year and notified thereof in writing before attaining status of continuing service. A "year" means that continuous period not in excess of 12 months, during which the job classification involved requires the active service of the employee.

15-4 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 three (3) complete years, and who shall have been or shall hereafter be re- employed for the fourth 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 District are not considered as interruptions of continuous service. Written notification of continuing service shall be furnished to the employee by the Office of the Secretary.

15-5 Attainment of the status of continuing service by employees shall not preclude dismissal, but unless, and until otherwise authorized by the Superintendent, no employee will be dismissed until they have been notified of the intended dismissal and the grounds therefore, and shall have been given a reasonable opportunity to respond.

15-5-1 Employees who abandon service with the School District without resigning or giving notice of quitting, and remain absent from their duties for three (3) working days, shall be deemed to have voluntarily severed their employment with the School District as of the last day on which they worked.

15-5-2 In addition to such safeguards against unjustified dismissal, 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 50% of all employees.

15-5-3 Dismissals will be handled in accordance with Board policy GDQD and Regulation GDQD-R.

15-6 Reappointment after resignation

15-6-1 Probationary Statuses. 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.

15-6-2 Absence of five (5) years or less Employees who have resigned and within five (5) years thereafter are again reemployed by the School District, may be considered for reappointment at the salary to which they would have been entitled at the time of resignation, provided it does not exceed the maximum of the assigned job classification

to which they return.

15-6-3 Absence over five (5) years A resigned employee reappointed after the expiration of five (5) years or more shall be reappointed on the conditions applying to employees receiving their first appointment.

15-6-4 Return of pension contributions Employees reappointed after resignation must meet the requirements of the Pension Plan and Regulations as to restoration of their pension account. Usually they may restore such funds by lump sum payment or by installments at their own option, but current requirements should be ascertained by the employee.

#### 15-7 Notification of resignation

15-7-1 Probationary employees Probationary employees who plan to resign should notify the Department of Human Resources at least 15 days in advance. This notification is to be in writing.

15-7-2 Employees on continuing service assignments Employees under continuing service status should notify the Department of Human Resources at least 15 days in advance of a desired resignation date. This notification is to be in writing.

15-8 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 16 - Change of Status**

#### 16-1 Definition

16-1-1 Promotion - assignment of an employee to a position with a higher pay scale.

16-1-2 Demotion - assignment of an employee to a position with a lower pay scale.

16-1-3 Transfer - assignment of an employee to another position having the same pay scale.

16-1-4 Discharge - removal of an employee from payroll.

16-1-5 Resignation - voluntary severance of service.

16-1-6 Suspension - temporary removal of an employee from payroll.

16-1-7 Layoff - reduction of working force due to decrease of work.

16-1-8 Reclassification- a change in job duties which necessitates a change in job title.

16-2 Notice of promotion, transfer, or elimination of position will be posted on Association bulletin board and written notice given to the employee involved.

- 16-3 Notice of demotion, layoff, suspension, or discharge will be given to the employee at the time of such layoff, demotion, suspension, or discharge
- 16-4 In the event the Association does not find acceptable a change of status involving regular full time employees, the Association shall have the right to submit the matter into a grievance procedure at Level 2, except in instances of discharge where such employees shall have the due process provisions of Article 15-5-3.
- 16-5 Any employee who shall be temporarily assigned to a vacancy in a higher classification for a minimum of six (6) working days will be paid at the minimum of the higher classification or one increment above his/her present salary, whichever is greater, until such classification is filled; this payment will be classified as a stipend.
- 16-6 If the Board anticipates a reduction in staff, the District will notify the Union/Association of such proposed reduction and the reason(s) therefore, and the Union/Association will be given 60 calendar days to have an opportunity for review, consultation, and recommendation before any such reduction is finalized.
- 16-7 Two (2) years of documented job performance and seniority shall be used for all staff reductions. The District shall discuss the affected positions with the Association. The District will consider recommendations from the Association.
- 16-8 Members that teach an ABG&W upgrade training course or custodial training class will be given a stipend consistent with stipend amounts posted on the Facility Management website, pending availability of funding.

## **ARTICLE 17 - Successors and Assigns**

The District shall notify the Association upon the District's formulation of an intent to, in any manner, transfer, alienate, or subcontract any portion of the department as it should pertain to the members of the bargaining unit covered by the Agreement.

- 17-1 If the School District determines that it will issue a Request for Proposal (RFP) for the subcontracting or transfer of any portion of the operations listed in Article 3, it shall immediately notify the Association. The Association shall have the opportunity for input into the preparation of the RFP by the District and a copy of the RFP shall be made available to the Association for response and bid.
- 17-2 The School District shall provide all necessary information which may be distributed to any potential subcontractor for the purpose of preparing a bid in response to any such RFP in connection with the operations listed in Article 3 in order to allow the Association to prepare such a bid.
- 17-3 In any such RFP, the School District shall notify potential subcontractors of the existence of the collective bargaining agreement and will state that the Association is the exclusive bargaining agent for the bargaining unit and shall require that any successful subcontractor shall abide by any and all state or federal laws that apply and make good faith efforts to employ the unit employees currently performing such work for the District who might be displaced from

employment with the School District as a result of any such subcontracting.

## **ARTICLE 18 - Evaluation**

- 18-1 Evaluation of an employee's performance shall be conducted in accordance with District guidelines on an annual basis. Employee promotional processes shall not be delayed by this requirement.
- 18-2 The employee's Personnel Evaluation Report (PER) will be discussed with the person preparing it. After such review, employees shall affix their signature to indicate that they are aware of the contents of the report. Then the report will be sent to the Department of Human Resources for permanent filing in the employee's file.
- 18-3 When an employee disagrees with his/her appraisal, the employee may sign the appraisal and file a protest with their supervisor; the supervisor/employee has ten (10) working days to respond in writing to the issue.
- 18-4 The District agrees to implement an Evaluation Committee to review the evaluation forms and develop a uniform appraisal. Final approval of the evaluation rests with the District.

## **ARTICLE 19 - Files**

- 19-1 All employee permanent personnel files shall be maintained under the following conditions:
  - 19-1-1 All materials placed in the employee's permanent personnel and departmental files, and originating within the School District, from this date forth, shall be available to employees at their request for inspection.
  - 19-1-2 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. Employees shall acknowledge that they have read such material by affixing their signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with the content of such material.
  - 19-1-3 Employees shall have the right to answer any material filed, and their answers shall be reviewed by the Department of Human Resources and attached to the file copy.
  - 19-1-4 Upon written request by the employee, the District shall remove from any active employee's personnel file any derogatory material and/or (LOW – letters of warning, LOC – letters of concern or LOR – letters of reprimand) which has been in that active employee's personnel file for three (3) years, so long as such material does not relate to the safety, physical, and moral well-being of children or adults. The District shall have the exclusive responsibility to determine if the material will be retained.
  - 19-1-5 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.

## **ARTICLE 20 - Leaves of Absence**

### **20-1 General Leaves of Absences**

20-1-1 Employees having completed three (3) or more years of continuous service may be granted leaves of absence without increment or benefits, when such employee identifies circumstances which may require an extended absence from the district.

20-1-2 An employee shall make application for leave to the Department of Human Resources or designee 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.

20-1-3 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 salary base.

20-1-4 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.

20-1-5 General leaves of absence may not be extended beyond a total of one (1) year.

20-1-6 Upon returning from a general leave of absence exceeding two (2) months, every reasonable effort will be made to return the employee to the vacated position.

### **20-2 Military Leave of Absence**

20-2-1 Leave for military personnel will be handled in accordance with The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). As a matter of course the following will apply to all employees utilizing leave under USERRA:

- 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: <http://www.dol.gov/elaws/vets/userra/mainmenu.asp>

20-2-2 Time spent on military leave may be counted as active years of employment in the determination of retirement eligibility provided contributions based on salary rate at the beginning of military leave are paid to the Pension Fund by the employee.

20-2-3 Employees are credited with regular sick leave allowance during their period of military service.

### 20-3 Peace Corps Leave of Absence

20-3-1 Employees may be granted leave without pay for Peace Corps service. Such leave is for one (1) year and may be extended not to exceed two (2) years.

20-3-2 A probationary employee returning from the Peace Corps retains 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.

20-3-3 Employees are credited with regular sick leave allowance during their period of Peace Corps service.

20-3-4 In general, when an employee indicates 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.

### 20-4 Family Medical Leave (FMLA)

20-4-1 Certain District ABGW employees are eligible for benefits under the Family and Medical Leave Act (FMLA). The District shall require FMLA eligible ABGW employees to utilize their FMLA leave concurrently with other medical/maternity/paternity leaves. The District shall at the time of approving the employee's request for medical/maternity/paternity 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.

20-4-2 In general, employees will not be subject to reassignment for absence due to illness consistent with FMLA and District policies and procedures.

### 20-5 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 Supervisor 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.

20-5-1 Unused personal leave may be converted to sick leave on a yearly basis.

20-5-2 Personal days will be accepted as vacation days in accordance with Facility Management policies and procedures.

## 20-6 Maternity Leave / Paternity Leave

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

20-6-1 A request for maternity/paternity leave must be presented to the School District at least 30 days prior to the date on which the requested leave will commence.

20-6-2 The employee may use all or any portion of accumulated sick leave, vacation days, or personal days, for use as compensation during this period.

20-6-3 In general, when an employee indicates at the time a leave begins that they expect to return within twelve (12) workweeks, they will be able to return to the same building assignment they held prior to beginning the leave.

## 20-7 Union Leave

20-7-1 The Board may grant a leave of absence in one (1) year 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.

20-7-2 The District and the association agree that they will bear equally the cost of an employee union leave under 23-7-1.

## 20-8 Jury Duty

20-8-1 Employees are granted leaves of absence for jury service. Full wages are granted during such periods of jury service. All fees required for such services during regular working days are to be turned in to the Office of the Treasurer. In the event that employees reporting to the court for jury duty are excused for the day, they shall report within a reasonable time to their department for duty.

## 20-9 Sick Leave

20-9-1 One (1) day of sick leave will be accrued by regular full-time employees for each month of active service 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 12 for regular full-time employees whose work year is more than 40 weeks. The unused portion of such leave granted in each year shall accumulate without limit. An employee reappointed within three (3) years after resignation is given the benefit of any sick leave which remained to the employee's credit at the time of resignation.

20-9-2 Sick leave may be taken in increments of thirty (30) minutes.

## **ARTICLE 21 – Reduction in force**

The District will advise the union of Board approved budgetary actions and meet with the association prior to implementation to discuss potential alternatives/options. In the event a reduction in the work force is necessary, the District will afford the association reasonable opportunity to discuss the District's workforce adjustment plan.

If the Board anticipates a reduction in staff, the District will notify the Union/Association of such proposed reduction and the reason(s) therefore, and the Union/Association will be given 60 calendar days to have an opportunity for review, consultation, and recommendation before any such reduction is finalized.

### Method of Layoff

- 21-1 Two (2) years of documented job performance (if available) and seniority shall be used for all staff reductions. If an employee has had prior service with the District in the same classification (as currently held), the last appraisal from this period of employment may be used in the analysis.
- 21-2 Normal attrition shall be considered prior to any staff reductions.
- 21-3 The District will discuss affected positions with the Association and consider their recommendations prior to implementation.
- 21-4 Employees reassigned to a lower classification as a result of a reduction in force shall retain their rate of pay for a minimum of sixty calendar days from the effective date of the reassignment.
- 21-5 Employees reassigned to a lower job classification, will be seniority and documented job performance, have priority placement rights back to their former job title classification for two years. Documented job performance will be considered when employees having the same seniority date are applying for the same position.
- 21-6 Employees who had achieved continuing service status by the time of layoff shall retain their seniority for the purposes of recall for a period of two years provided that they had an overall rating of "satisfactory" on their performance appraisal at the time of layoff.

## ARTICLE 22 - Group Benefits

- 22-1 All regular employees employed subsequent to April 1, 1957, and all other regular employees who elected to participate in the Group Life Insurance Plan, are covered by the Denver Public Schools Group Life Insurance Program. Regular covered employees under age 65 and not retired are covered for accidental death and dismemberment insurance in an amount equal to their life insurance coverage. The coverage for each employee becomes effective on the day after he completes three (3) months of continuous service, provided he is then actively at work. No medical examination is required. Employees who did not elect to participate in the 1957 enrollment may at any time make application to the Department of Employee Services to participate in the program provided they show evidence of insurability.
- 22-2 It is recognized by the Board and the Association that the Group Life Insurance Program of the District is a benefit currently provided to annual salaried employees and cannot be negotiated with a single group. The District shall assume the full payment of the employees' life insurance for the years beginning January 1, 2001 and ending December 31, 2003.
- 22-3 Long-Term Disability Insurance. Effective July 1, 2003, members will be eligible for Long-Term Disability (LTD) Insurance, which will be paid for by the District. This insurance takes the place of the Restoration of Health Leave (ROH). The LTD plan provides eligible disabled employees with 60% of their salary after a 90-day elimination period.
- 22-4 Flex Dollar Allowance. Beginning July 1, 2006, the District shall provide all members with a flex dollar allowance of \$5085 per year. The flex dollars shall be paid in twelve (12) equal monthly payments of \$423.83. Members may use the flex dollars to purchase benefits approved by the Benefits Board as part of a cafeteria plan.
- 22-4-1 If an employee's most recent hire date with the District was on or after June 1, 2017, the employee will only receive flex dollars 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 the 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.
- 22-5 Coveralls. The School District shall furnish coveralls to employees and pay for laundering coveralls. These coveralls are to be used only in those situations where the employees' work clothes would become excessively soiled or damaged.
- 22-6 Service Increment. Effective July 1, 2007, each annual salaried employee who has completed fifteen (15) years of service with Denver Public Schools shall receive a \$750.00 service increment and shall receive an additional \$750.00 service increment for each additional five (5) years of service. Service increments shall be measured from the anniversary date of employment with the District.

22-7 Commercial Driver Licensing. Employees who are required to procure a commercial driver's license to operate school vehicles and equipment shall be allowed to attend a School District Vehicle Inspection Training Course, on school time and free of charge, as well as receive reimbursement for licensing fees in the amount of \$15 per renewal.

22-8 Benefits Board. A Benefits Board will administer and govern the group health and life insurance programs, disability insurance programs, tax sheltered annuities, flexible spending accounts, and guidelines for using the benefits allowance.

The Benefits Board will be responsible for any and all benefits programs assigned to it by this contract, and shall make every effort to provide programs in the best interest of both the District and its employees. The Benefits Board is charged with containing the cost of health insurance premiums through cooperative efforts, education of employees, and consultation with actuaries and health care provider programs.

Composition: The composition of the Benefits Board will be established in the by-laws.

22-9 Retirement Benefits will be paid in accordance with PERA.

22-10 Sick Leave Bank- ABGW employees will be allowed to participate in the DPS sick bank according to the eligibility guidelines.

## **ARTICLE 23 - Dues Deductions**

23-1 The Board agrees to deduct from the salaries of Denver Public Schools Association of Building and Grounds Service Personnel members employed by the District an amount to cover dues for the Association, and/or State, and/or national affiliated association(s) as said employee individually and voluntarily authorizes the Board to deduct, and to transmit the amount so authorized to the treasurer of the Association.

23-2 Each person who desires to authorize such deduction shall file with the School District Secretary through the Office of the Association a signed and dated "Denver Public Schools Association of Building and Grounds Service Personnel Salary Deduction Authorization Form" authorizing the School District Treasurer to deduct from the member's monthly earnings and to remit to the treasurer of the Association an amount equal to 1/12 of the dues required for membership in the organization(s). Such forms shall include a waiver of all rights and claims against the Board and the School District and the officers and agents thereof for moneys deducted and remitted in accordance with said authorization, and an agreement that such deductions and remittances shall continue from year to year as so authorized, unless such person notifies the School District Secretary in writing on an appropriate form, that he desires to increase, decrease, discontinue, or otherwise change such authorization, said notice to be received by the first of the month in advance of the effective date of such discontinuance or change.

23-3 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 day of the month prior to the distribution of the payroll from which the deductions are to be made.

- 23-4 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 Association will arrange collection of dues for that month directly with the person.
- 23-5 The Association 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 Association.

## **ARTICLE 24 – Compensation**

- 24-1 The District and the Association agree to conduct economic negotiations annually. Annual discussions will commence by February 1<sup>st</sup> and be concluded by July 1<sup>st</sup> pending budget adoption by the Board of Education.
- 24-2 The Association and the District agree that any future salary schedules, classification systems, etc., to be applied to the ABGW bargaining group in whole or part will be approved by the District Human Resources Department and the District Budget & Finance Department prior to implementation.
- 24-3 The Association and the District hereby agree to establish a joint committee to review and compare salary information for all classifications in the ABGW bargaining unit from an agreed upon list of peer school districts on an annual basis. The joint committee shall consist of the Senior Compensation Analyst and/or designee from the District and the President and/or designee from ABGW. Completion of the review and the comparison of agreed upon salary information shall take place no later than April 1 of each year.
- 24-4 The daily remunerative rate is determined by dividing the annual salary by 245 days. The hourly remunerative rate is determined by dividing the annual rate by 1,960 hours.
- 24-5 Compensation for Unused Sick Leave: An employee electing retirement (who meets the requirements for retirement under PERA) will be provided compensation for accumulated sick leave days through an annuity plan as herein provided:
  - 24-5-1 When the employee has met the requirements of retirement, that employee shall be eligible for compensation for accumulated sick leave.
  - 24-5-2 A maximum payment of \$7,750.00 will be made by the District for Building, Grounds, and Warehouse Service personnel who elect retirement and who have accumulated one (1) year or more of unused sick leave, or the payment of .0015 times the annual contract salary at retirement times 245, whichever is greater. Effective January 1, 1983, a maximum payment of \$7,750.00 will be made by the District for Building, Grounds, and Warehouse Service personnel who elect retirement.
  - 24-5-3 The payment of \$7,750.00 shall be reduced in direct proportion to the number of

accumulated sick days, as those days are less than one (1) work year. That is, the payment will be reduced for Building and Grounds employees by  $1/245$  for each day, less than an accumulation of 245 days, or the payment of .0015 times the annual contract salary at retirement times the accumulated number of sick days less than 245.

24-5-4 The annuity premium shall be computed on the formula of  $\$7,750 \times 1/245$ , times the total number of sick leave days accumulated by the individual upon retirement, but not to exceed 245 days.

IN WITNESS WHEREOF the parties have caused their corporate names to be hereunto subscribed by their respective Presidents and attested by their respective Secretaries this day of \_\_\_\_ August, 2018.

ASSOCIATION OF BUILDING AND

SCHOOL DISTRICT NO. 1 IN

GROUNDS PERSONNEL

By: \_\_\_\_\_

President

ATTEST:

\_\_\_\_\_  
Secretary

THE CITY AND COUNTY OF  
DENVER

By: \_\_\_\_\_

President

ATTEST:

\_\_\_\_\_  
Secretary