

**MEMORANDUM  
OF  
UNDERSTANDING  
WITH MUTUAL RECOMMENDATIONS TO THE SUPERINTENDENT  
FROM THE MEET AND CONFER TEAMS REPRESENTING  
THE DENVER PUBLIC SCHOOLS  
AND  
THE FACILITY MANAGERS ASSOCIATION  
TO BE EFFECTIVE  
September 1, 2017 THROUGH August 31, 2020**

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## **PREAMBLE**

Denver Public Schools and the Facility Managers Association recognize and agree that providing a quality education for the pupils in the Denver Public Schools is the paramount aim of this School District, and that the character of such education depends, in part, on the quality and morale of the personnel employed by the District.

Attainment of the objective of the educational program of the District requires mutual understanding, respect, and cooperation between all involved and concerned. To this end, good-faith relations, discussions, and commitments between the District and the Association, with a free and open exchange of views, are desirable.

Providing high quality services to the schools is the goal of both the District and the Association. To meet this goal, it is recognized that trained and qualified personnel working in a safe, healthful, and fair working environment is required.

The District and the Association are committed to providing such. It is recognized that the Board of Education has the final responsibility for establishing policies for the District and the superintendent and staff have the responsibility and authority to enforce the established policies. It is further recognized that each Facility Manager shall have the right to join or refrain from joining any organization for their professional or economic improvement and for the advancement of public education.

## **OPENING DEFINITIONS**

- 0.1 The terms "School District," "District" and "Denver Public Schools" as used in the following Articles shall mean School District No. 1 in the City and County of Denver and State of Colorado.
- 0.2 The term "Board" as used in the following Articles shall mean the Board of Education for School District No. 1 in the City and County of Denver and State of Colorado.
- 0.3 The term Superintendent as used in the following Articles shall mean the Superintendent of the schools composing School District No. 1 in the City and County of Denver and State of Colorado. The Superintendent is the Chief Executive Officer of the Board who administers the affairs and programs of the School District as provided by law and Board policy.
- 0.4 The term "Association" or "FMA" as used in this Memorandum of Understanding (MOU) shall mean the Facility Managers Association.
- 0.5 The term "MOU" as used in the following Articles is the acronym for Memorandum of Understanding, which is the official contract between Denver Public Schools and the Facility Managers Association.
- 0.6 The term "Representative" as used in the following Articles shall mean an individual designated by the president of FMA to conduct Association business or appear on behalf of the Association.

- 0.7 The term “Department” as used in the Memorandum of Understanding is the Department of Facility Management.
- 0.8 The term “Operations and Maintenance,” or “O&M,” as used in the Memorandum of Understanding shall mean the division of the Department of Facility Management, whose function is to provide custodial services to the Denver Public Schools’ students, staff, principals and community.
- 0.9 The term “Executive Director of Facility Management or designee” as used in the Memorandum shall mean the head administrator of the Operations and Maintenance division of the Department of Facility Management.
- 0.10 The term “Area Manager” as used in the Memorandum of Understanding is the immediate supervisor of District Facility Managers who is responsible for ensuring that the core tasks and District standards are being met at each assigned facility with available resources.
- 0.11 The term “Principal” and/or “Site-Based Manager” as used in the Memorandum of Understanding shall mean the head administrator of a school or department.
- 0.12 The term "school year" as used in the following Articles shall mean the officially adopted District calendar, usually beginning in the fall (or mid-August) through the closing of school, usually in spring or late May.
- In the event that the entire year is consumed by school, the terminology “school year” shall encompass the entire year.
- 0.13 The term “service task standards” as used in the Memorandum of Understanding are the base work scope standards developed collectively by the Operations Department and improved jointly with collaborations between the Association, Operations Department, and others to improve the quality of services provided by the Operations Department.

## **Article 1. GENERAL**

### Commitments:

- 1.1 This Memorandum of Understanding shall be governed and construed according to the Constitution and Laws of the State of Colorado. If any provision of the Memorandum of Understanding or any application of this Memorandum of Understanding to any Facility Manager covered hereby is found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or application of this Memorandum of Understanding shall continue in full force and effect.
- 1.2 The parties recognize that the Board has the responsibility and authority to establish policies and regulations for the management of all the operations and

activities of the District. All lawful rights and authority of the Board not modified by this Memorandum of Understanding are retained by the Board.

- 1.3 In case of any direct conflict between the express provisions of this Memorandum of Understanding and any Board policy or writing not incorporated in this Memorandum of Understanding, the provisions of this Memorandum of Understanding shall control.
- 1.4 No District-created committees or study groups will make recommendations that affect the Memorandum of Understanding without the inclusion of a representative from Facility Managers Association Executive Board.

Duties and Obligations (Including, but not limited to):

- 1.5 The District and the Association recognize that Facility Managers have special obligations. These include, but are not limited to the following:
  - a. Administers standards of performance, identify and correct inappropriate conduct and/or behavior and fully and accurately documents and reports incidents that may conflict, violate or are contrary to Board Policy, Worker's Agreements or Department Directives;
  - b. Recommends to Facility Management any discipline of employees whom they supervise;
  - c. Assigns, directs, trains, evaluates and provides feedback regarding the work of employees whom they supervise to ensure the needs and core standards are met at their assigned buildings;
  - d. Administers policy in the interest of the District and/or Facility Management/Operations Department on a daily basis and makes recommendations to the Department's administration for needed changes;
  - e. Acts as a role model in reference to standards of behavior and performance.
- 1.6 The Department of Human Resources, in coordination with Facility Management, will regularly review and update, if necessary, job descriptions for all Facility Managers. All Facility Manager job descriptions will be reviewed with the Association before release.
- 1.7 Corrective action of employees under a Facility Manager's supervision will be done in consultation with the FM, if the corrective action is requested by the Facility Manager. This consultation is to provide the FM an opportunity to have feedback as to the action to be taken. It is understood that the Operations' Department supervisory chain of command has the final authority in these matters.

- 1.8 New or modified District policies and Superintendent or Departmental directives that impact the bargaining unit shall be shared with the association as soon as practicable.
- 1.9 The District will advise the Association of Board approved budgetary actions that negatively impact the bargaining unit members and meet with the Association representation prior to implementation.

## **Article 2. COVERED EMPLOYEES AND DUES DEDUCTION**

- 2.1 The Board hereby reaffirms the Association as the exclusive representative of DPS Facility Managers.
- 2.2 All rights and privileges granted to the Association under the terms and provisions of this Memorandum of Understanding are for the exclusive use of the Association.
- 2.3 Provisions will continue to be made for Facility Managers to voluntarily request monthly withholdings of FMA dues in the initial amount of \$25.05 per month. Such dues will be forwarded to the treasurer of the FMA monthly. A handling charge of \$.05 per deduction will be retained by the District to help offset costs of such deduction.
  - 2.3.1 The Association's membership can make adjustments to dues on an annual basis on October 1 of any year, based on the Association's by-laws. The Association will inform Payroll of the Association's new rate of dues.
- 2.4 Facility Managers who request to discontinue the deduction of FMA dues must submit a request in writing during the period of September 1st through September 10th. The president of the Facility Managers Association will receive a list of all the FMA member revocations after September 10th and before October 1st.
  - 2.4.1 Revocation forms will only be made available through the Association between the days listed above.

## **Article 3. NEGOTIATIONS**

- 3.1 The next negotiation session for general changes in this Memorandum of Understanding, unless otherwise agreed, will begin March 1, 2020 and conclude not later than **August 31, 2020** unless extended by mutual consent. Topics for discussion will include wages, language and conditions of employment. Negotiations on compensation will be conducted annually. If any negotiation sessions are scheduled during the school day, the negotiators shall be released from their regular duties without loss of pay. Either party may declare impasse and upon agreement of both parties, seek out mediation. The mediator must be agreed to by both parties.

## **Article 4. GRIEVANCE PROCEDURES**

### **4.1 *General***

- 4.1.1 All Facility Managers are assured freedom of communication with respect to grievances, without fear of reprisal. 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.
- 4.1.2 A grievance under this procedure is an allegation by a Facility Manager, in writing, of a violation, misinterpretation, or inequitable application of any of the joint recommendations of this Memorandum of Understanding, which have been approved by the Superintendent.

### **4.2 *Procedures to be followed***

- 4.2.1 The nature of the grievance should determine the action to be taken by the individual. The purpose of this grievance procedure is to secure, at the lowest possible administrative level, appropriate solutions to problems which may arise.
- 4.2.2 An employee should first discuss the problem, within fifteen (15) working days of the event or occurrence which gave rise to the grievance, with his/her immediate supervisor. If the matter is not resolved to the employee's satisfaction after such discussion and the employee wishes to pursue a grievance under this policy, these steps may be taken.

### **4.3 *Level 1 – Supervisor***

Within fifteen (15) working days of the event or occurrence which gave rise to the grievance, after having met with employee's supervisor or if no meeting has occurred, the employee should file a written complaint with his/her immediate supervisor and specify the policy, rule or regulation, or administrative procedure that has been violated, misinterpreted, or inequitably applied, the events which gave rise to the grievance, and the date on which they occurred. Within ten (10) working days of the receipt of the written grievance, the supervisor shall meet with the employee to discuss the matter. The supervisor shall give a written response within ten (10) working days following the meeting.

### **4.4 *Level 2 - Department Head***

If the employee is not satisfied with the written response of his/her supervisor, the employee may, within ten (10) working days of the receipt of the response, file the grievance with the department head. Within ten (10) working days of the receipt of the grievance at Level 2, the department head shall review the grievance and meet with the employee to discuss the matter. The department head or designees shall give a written response within ten (10) working days following the meeting.

#### 4.5 *Level 3 - Superintendent or Designee*

If the employee is dissatisfied with the written response of the department head, the employee may, within ten (10) working days of the receipt of such response, file the grievance with the superintendent or the superintendent's designee.

Within ten (10) working days of the receipt of the grievance at Level 3, the superintendent or superintendent's designee shall review the grievance and meet with the employee to discuss the matter. The superintendent or designee shall give a written response within ten (10) working days of the meeting.

#### 4.6 *Level 4 – Arbitration*

If the Association deems the grievance meritorious, it may elect and demand arbitration within fifteen (15) working days after receipt of the Level 3 decision. If the Union/Association is not satisfied with the resolution at Level 3, or if no decision has been rendered within ten (10) working days after the Superintendent or Designee has heard the dispute, the Union/Association may submit the dispute to arbitration, except that if the employee has requested a hearing before an impartial hearing officer under DPS Policy GDQD-R, the grievance process cannot proceed to Level 4 – Third Party Resolution. This request must be made within five (5) working days from the date the Superintendent or Designee received the appeal designated in Level 3. The arbitration demand from the Union/Association must be in writing and must indicate the reasons the Level 3 decision is unsatisfactory, or that there has been no decision. If the Union/Association elects arbitration, they shall submit to the American Arbitration Association for a list of seven (7) arbitrators skilled in arbitration of educational issues. Within five (5) working days of the receipt of the list, representatives of the Union/Association and the District shall meet and alternatively strike a name on the list. The last name remaining shall be the appointed arbitrator. The District shall strike first.

The arbitrator will have authority to hold hearings and make procedural rules. All hearings held by the arbitrator shall be in closed sessions and no news releases shall be made concerning progress of the hearings. The arbitrator will issue report within a reasonable time after the close of the hearings. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

The arbitrator's report shall be submitted in writing to the Board and the Union/Association only, and shall set forth the arbitrator's findings of facts, 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 on both the Board and the Union/Association.

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. No public release may be made until after the next legislative meeting of the Board of Education. The Board shall take official action on the report of the arbitrator not later than at the next regularly scheduled meeting of the Board subsequent to the meeting mentioned above.

The cost for 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/Association. 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, it shall share the entire cost of making the stenographic record.

In appropriate cases, the Union/Association or the District may request and be granted the expedited rules and procedures of the American Arbitration Association in processing any dispute at Level 4, except that the arbitrator shall always be chosen pursuant to above.

#### 4.7 *Miscellaneous*

- 4.7.1 If the grievance timelines are not met by the District, the employee may move the grievance to the next level.
- 4.7.2 If timelines are not met by the employee having a grievance, the matter will be considered waived or resolved.
- 4.7.3 Employees may request the presence of a representative at all levels of the grievance procedure from the Facility Managers.
- 4.7.4 A copy of each grievance filed will be forwarded to the appropriate Area Manager for information. Facility Managers may request the presence of the Area Manager at any level of the grievance procedure. The Hearing Officer has the right to limit the number of individuals in attendance, other than the Grievant(s) and two (2) representatives so long as the grievance is scheduled after 1:00pm for the purpose of reducing impact to the buildings of those participating. One (1) representative will be the spokesperson and one (1) representative will be for the purpose of note-taking only. If the grievance cannot be scheduled after 1:00 pm, the Association will be allowed only one representative. The hearing officer will make the final determination as to when the grievance will be scheduled.
- 4.7.5 Grievance timelines may be extended by mutual agreement.
- 4.7.6 If a grievance affects a group of Facility Managers, the Association may submit such grievance in writing directly to Level 2.

- 4.7.7 All written and printed material dealing with the processing of a grievance will be kept in a file in the Labor Relations Department of Human Resources separate from the Facility Manager's personnel or department file.
- 4.7.8 The District will make available to the Association all pertinent information not privileged under law, in its possession or control and which is relevant to the issues raised by the grievance.
- 4.7.9 Any type of corrective/disciplinary action issued by the Department Head, or by a Facility Manager's Area Manager, at the direction of the Department Head, may be grieved directly at Level 2.
- 4.7.10 An "aggrieved person" is a person directly affected by any type of misinterpretation described in 4.3.
- 4.7.11 Grievances may be filed on behalf of Facility Managers, by Association Representatives, if such infraction violates any of the Articles of this Memorandum of Understanding.
- 4.7.12 At Level 2, 3 and 4, the Association may request written statements or appearances, with approval of all parties, from witnesses of said infraction.
- 4.7.13 No aggrieved Facility Manager may be represented by a representative or officer of any organization other than the Association.
- 4.7.14 Since a Memo for Record or other documentation of a verbal conversation are not considered to be corrective action, such documents are not grievable unless there is a direct violation of this Memorandum of Understanding.
- 4.7.15 The responsible party or person hearing the grievance will write a written response in accordance with the timelines listed above. The response will include the rationale used to uphold the grievance (if applicable). It is understood that the grievance response is not grievable.

#### 4.8 *Exclusions*

- 4.8.1 When an employee invokes the disciplinary review procedures in Policy GDQD-R, or Affirmative Action Plan, he/she is precluded from having the same matter reviewed under the grievance procedures.

### **Article 5. ASSOCIATION RIGHTS**

- 5.1 The president of the Association, or designee on their own time, may be allowed to visit buildings where Facility Managers are working. Such visitations shall not interrupt the employees' scheduled working hours (excluding lunch and breaks).

- 5.2 If negotiations or grievances, or other District meetings (as approved by the Executive Director of Facility Management) are scheduled during the workday, those required to attend shall be released from their regular duties without loss of pay. No negative or disciplinary documentation will be placed in an individual's personnel file arising from their participation in grievances, negotiations or other District meetings.
- 5.3 The president and/or designees of the Facility Managers Association may request leave for up to 15 working days per year for Association business without loss of pay. Said time may be taken in half-day, full-day, or other mutually agreeable increments.
- 5.4 The Association, with approval of the appropriate administrative office, will continue to 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.
- 5.5 The Association, once each semester, will be allowed to conduct a one (1) hour membership meeting while on District time. The membership meeting will take place on a date and time mutually agreed upon by the Association and the Department of Facility Management.
  - 5.5.1 Facility Managers who choose to attend the meeting will sign-in at the meeting.
  - 5.5.2 The Association will forward a copy of the sign-in sheet to the Executive Director of Facility Management or designee for the purpose of verifying participant attendance.

## **Article 6. MEETINGS WITH ADMINISTRATION**

- 6.1 Monthly meetings will be held between the Facility Managers Association and management in the Department of Facility Management to discuss topics of mutual interest. Management will provide information and updates regarding District policies and procedures. Additional staff, including Human Resources, will be asked to be present at such meetings as issues require.
- 6.2 If there are no issues/topics for discussion, the meeting for that month may be canceled by mutual consent.

## **Article 7. WORKYEAR, WORKWEEK AND WORKDAY**

### Work Year

- 7.1 The work year for Facility Managers is 245 days. Of said work year, there are 232 workdays, nine (9) paid holidays and four (4) paid non-duty days, equaling 245 days.

- 7.2 The work year for Facility Managers normally begins September 1 of each year through August 31 of the following year.
- 7.3 The daily remunerative rate is determined by dividing the annual salary by the number of days in the work year (245). The hourly remunerative rate is determined by dividing the annual rate by 1,960 hours.
- 7.4 If other employees with a 245-day work year have not been scheduled during school year intermissions (i.e., Christmas Break, Spring Break, etc.), Facility Managers will also not be scheduled on such non-duty days.

#### Workweek

- 7.5 The workweek is Monday through Sunday, five (5) consecutive days (normally Monday through Friday), eight (8) hours per day, not including lunch, forty (40) regular time hours per week.

#### Workday

- 7.6 Normally, working hours for Facility Managers are 6:00 a.m. through 2:30 p.m., but may be as early as 5:30 a.m. through 2:00 p.m. to facilitate the needs of the building. If the Facility Manager feels the need to change his/her start/end times for the purpose of training new employees, weather concerns or other situational needs, it will be their responsibility to inform their Area Manager/Principal of the changes and duration of the change. Area Managers will have final approval over the proposed schedule change.
- 7.7 A Facility Manager who arrives late to work or discontinues work early due to an illness or other unforeseen emergency shall be paid for the actual time worked that day. The Facility Manager may charge the remainder of their scheduled day not actually worked to available sick leave or personal leave as prescribed in Article 11 of this MOU.
- 7.8 Facility Managers are required to carry a communication device during non-scheduled hours (excluding leaves of absences and vacations) for the sole purpose of accessibility in the event of an unforeseen emergency.
- 7.9 Facility Managers will have an uninterrupted duty-free lunch of one half-hour (1/2). Facility Managers may be required to work through their lunch break with pay, depending on conditions agreed upon between FMA and the District in the policy letter dated November 5, 1999.

#### **Article 8. OVERTIME**

- 8.1 Overtime for Facility Managers shall be approved for actual time worked in excess of 40 hours per week.

- 8.2 Facility Managers shall be paid a total of four (4) hours of overtime plus one (1) hour of travel time for hanging and taking down the flags on holidays. The Department of Facility Management will determine when flags will be displayed.
- 8.3 Facility Managers required to work beyond their normal shift, due to the absence of the Assistant Custodian and the unavailability of a floater, with less than 24 hours' notice, will receive the rate of one and one-half (1-1/2) times their regular hourly rate for all hours worked in excess of eight (8) hours for that day.
- 8.4 Facility Managers who are not given at least two (2) weeks' notice of overtime scheduled on a Saturday or a Sunday will be paid at the hourly rate of time and one-half their regular rate.
- 8.5 An employee required to report back to work after having left the worksite or called to work on a non-scheduled day will be paid a minimum of four (4) hours plus one (1) hour travel time at the rate of one and one half (1½ ) their regular rate.
- 8.6 *Hazard Pay:*

A hazardous situation shall be considered an event in an individual building or District-wide school closing, 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.

Conditions:

- 8.6.1 Facility Managers will be paid at two and one half (2½) times their regular rate of pay for a minimum of five (5) hours and every hour worked over five (5) provided the Facility Manager was required to work during said hazard/emergency situation (i.e., shooting, major fire, etc.).
- 8.6.2 The hazard pay rate is during the initial and secondary response phase by City and/or DPS emergency response personnel.
- 8.6.3 Employees released from duty will receive their regular rate of pay for the day or the remainder of the scheduled workday not actually worked.
- 8.6.4 Hazard pay does not apply for inclement weather, routine emergency callbacks to address specific building problems or District-wide closures due to inclement weather.
- 8.6.5 Hazard pay will be paid only when the emergency situation is in effect and provided the employee is required to remain on duty. Once an emergency has been declared over, hazard pay is no longer in effect and any time worked beyond the minimum of five (5) hours as stated above in 8.7.1 will be rounded to the nearest quarter hour.

- 8.7 Facility Managers who are required to arrive at work early as approved by the Area Manager (i.e., before their regularly scheduled time on a regularly scheduled day) for the purpose of snow removal or other such building's needs, will receive a minimum of two (2) hours of pay at the overtime rate of time and one half (1½). Facility Managers who elect to arrive early due to building needs will be paid at the overtime rate as stated in Article 8.1.
- 8.8 Work breaks during overtime periods will be in accordance with the Fair Labor Standards Act (FLSA).

**Article 9. VACATIONS**

- 9.1 Facility Managers will receive 19 days' vacation. Facility Managers who have completed 15 years of continuous service with the Denver Public Schools Operations Department on June 1 of any year will be granted five (5) additional days of vacation. Facility Managers may carry-over up to twenty (20) days of vacation from year to year.
- 9.2 Facility Managers required to cancel/reschedule vacation plans due to building needs will be compensated in full for lost travel arrangements expenses for all individuals affected by the cancellation(s). The Facility Manager must provide a signed vacation request and provide proof of itinerary before reimbursement.
- 9.3 Vacation approval procedures will be developed by Facility Management in consultation with the Association. Before changes to the policy are implemented, Facility Management will consult with the Association.

**Article 10. HOLIDAYS**

Facility Managers will be entitled to the following days off without loss of pay:

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

If a Facility Manager is required to work, the Facility Manager will be paid at their regular rate of pay plus time and one-half the regular rate. The number and/or dates of days listed may be modified by Board action.

**Article 11. LEAVES OF ABSENCE**

**Short-term Leaves of Absence**

11.1 *Sick Leave*

11.1.1 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 September 1 of each year.

11.1.2 The unused portion of such leave granted in each year shall accumulate without limit.

11.1.3 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.

11.1.4 Sick leave may be taken in one-half-( $\frac{1}{2}$ ) hour increments.

## 11.2 *Personal Leave*

A total of two (2) days of leave with full pay during each school year may be granted. Requests for leave will be made in writing on a form provided by the District and approved by the Area Supervisor. 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.

11.2.1 Employees can request personal leave in one-half ( $\frac{1}{2}$ ) hour increments

11.2.2 Unused personal leave may be converted to sick leave on a year-to-year basis subsequent to August 31 each year.

11.2.3 Personal days will be accepted as vacation days in accordance with Facility Management policies and procedures.

### **Non-Medical Extended 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:**

#### 11.3 *General Leaves of Absence*

11.3.1 Employees 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.

11.3.2 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, except that an employee requesting leave for improving health may apply at any time. This provision also applies to application for extension of leave.

11.3.3 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.

11.3.4 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 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 30 consecutive calendar days.

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

11.3.6 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.

#### 11.4 *Military Leave of Absence*

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>

#### 11.5 *Peace Corps Leave of Absence*

11.5.1 Employees may be granted leave without pay for Peace Corps service. Such leave is for one (1) year.

11.5.2 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.

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

11.5.4 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.

## 11.6 *Union Leave*

11.6.1 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.

11.6.2 The District and the Local Union agree that they will bear equally the cost of an employee union leave under 11.8.1.

## **Medical Leaves of Absence**

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. 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 GBGF- Family and Medical Leave for more information regarding District FMLA policy.

## **Available Medical Leave Types:**

### 11.7 *Maternity, Paternity and Adoption Leave*

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

- 11.7.1 A request for maternity leave must be presented to the School District at least 30 days prior to the date on which the requested leave will commence.
- 11.7.2 The employee must use all paid sick, personal and vacation leave (in that order) prior to being eligible for unpaid leave.
- 11.7.3 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.

11.8 *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](http://www.copera.org) for more information.
- b. Long-Term Disability is available through Denver Public Schools to full-time employees with an expected duration of at least 16 days.
  - i. Eligibility waiting period: Full time employees are eligible for this benefit upon completion of three months of continuous service. Additionally, you must be off work due to disability for 3 months before payments begin (if approved). See [http://hr.dpsk12.org/health\\_leaves](http://hr.dpsk12.org/health_leaves) to review the Long-term disability insurance handbook.
  - ii. Employees approved for short or long-term disability insurance will need to do so concurrently with FMLA. In no case will an employee's position with the district be held for more than one (1) year.

**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 obtaining 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 extended leaves, except that seniority shall not accrue while an employee is on general 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 extended leave of absence.

## **Article 12. PERSONAL INJURY AND PROPERTY DAMAGE**

### Personal Injury

- 12.1 Employees temporarily absent from school and temporarily unable to perform their duties as a result of personal injury incurred in the scope and course of their employment, will be paid their full salary, less the amount of any workers' compensation payments or award made for temporary disability due to said injury for the period of such temporary absence for a period of up to four (4) months from the date of injury. Any additional leave necessitated by such injury will be deducted from the employee's sick leave. Workers' compensation will be in accordance with Board policy.

### Property Damage

- 12.2 The District shall assume no responsibility for damage to employees' personal vehicles with the following exception. In the event an employee was within the course and scope of his/her employment and had parked his/her vehicle on District property, the District may reimburse the employee for repair or replacement costs not to exceed \$350.00 per 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.
- 12.3 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 \$350.00 per occurrence. The District will not reimburse employees for damage or destruction, which resulted from the negligence of the employee.

### Assaults upon Facility Managers

- 12.4 Any Facility Manager who has suffered any assault in connection with the Facility Manager's employment shall immediately make a written report of the circumstances thereof to the administrator in charge of the school or department. The assaulted Facility Manager may file a complaint with the appropriate law enforcement agency against the offender. The administrator shall make all reports required by state law. In addition, any Facility Manager who is assaulted must file a Workers' Compensation report of injury with the District within twenty four (24) hours.
- 12.5 The Board shall adopt, after consultation with appropriate individuals and groups, a safe school plan for handling situations involving potential assaults on staff by adults and/or students. The plan shall include any statutory requirements concerning assault upon, disorderly conduct toward, harassment of, and making false accusations directed toward any Facility Manager. This plan will be reviewed by the principal with the faculty at the beginning of each school year.

#### Facility Managers Accused of Assault

- 12.6 A Facility Manager 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 Facility Manager in connection with such assault within five (5) days after the Facility Manager has been served therewith, and reporting the final disposition of any such proceeding.
- 12.7 Such reports will be forwarded to the District by the administrator and, in the event civil or criminal proceedings are brought against the Facility Manager, the District will comply with any reasonable request by the Facility Manager 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.
- 12.8 If criminal or civil proceedings are brought against a Facility Manager alleging that the Facility Manager committed an assault in connection the Facility Manager's employment, such Facility Manager, after making the reports described in Article 12-8 above, may request District assistance in the preparation of the Facility Manager's defense. Upon receipt of such request, the District will instruct its attorney to consult with the Facility Manager's legal counsel and cooperate with such counsel in the preparation of the Facility Manager's defense, insofar as the interests of the Facility Manager and the District are not conflicting.

#### **Article 13. LONGEVITY**

The current longevity program and all present longevity payments to Facility Managers will be continued:

- 13.1.1 Each annual salaried employee with 15 or more years of continuous service with Denver Public Schools shall receive a \$600.00 service increment and shall receive an additional \$600.00 service increment after the completion of each additional five (5)-year period of continuous service.
- 13.1.2 Anniversary dates of appointment shall be the dates on which service increments take effect.
- 13.1.3 Any Facility Managers with continuous service with the Denver Public Schools and who have completed 15 years of continuous service with Denver Public Schools Operations Department by June 1 of any year will be granted five (5) additional days of vacation.
- 13.1.4 The date on which service increments were awarded before January 1, 1980, cannot alter the awarding of subsequent service increments due to take effect on the anniversary date of appointment marking the completion of each additional five (5) years of service thereafter.

#### **Article 14. TRAINING**

- 14.1 Every effort will be made by Office of Professional Development to offer training courses for Facility Managers while on the clock. In the event, however, that mandatory training for Facility Managers is scheduled off the clock, Facility Managers will be reimbursed for their actual attendance at their normal hourly rate, plus one (1) hour travel time on a per day and per class basis one time.
- 14.2 Employees must meet the required hours of attendance and all course requirements for each course in order to successfully pass the class. If an employee is unable to complete a course, because of an approved absence, they will receive an incomplete and given the opportunity to re-enroll in the course.
- 14.3 The employee shall also be responsible for keeping all records, certificates or transcripts of all courses completed for promotion or development of Operations employees.
- 14.4 Timely notification will be provided to employees of when courses are offered, so that employees may make arrangements to attend. Enrollment in classes will be taken on a first-come/first-served basis or at the discretion of Facilities Management when needed. 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 that have not received discipline. It will be at the discretion of the Area Supervisor to determine if a Facility Manager is able to attend a course(s), based on the needs of the building. The option of additional classes will be determined by the Executive Director of Facility Management or designee, and the Association will be notified accordingly.

Should an employee be denied enrollment in a course, the Association may discuss this denial with the Executive Director of Facility Management or designee. If an agreement is not reached that allows the employee to enroll in the requested class, the employee will have priority enrollment for the next class offered unless subsequent discipline has been issued within four (4) months prior to the class.

- 14.5 All requests for class enrollment must be submitted per the designated process and must be authorized by the Facility Manager's Area *Manager*. Employees denied enrollment in a class will be given timely notice in writing and the Office of Professional Development will retain documentation of the circumstances causing the denial and FMA will have access to the documentation upon request.
- 14.6 Currently paid educational increments will continue to be paid as long as those Facility Managers who received said training courses before June 1, 1991, are still currently employed by the District. The Educational Increments program participants were paid in \$60 increments for their participation in the voluntary training program.

#### **Article 15. TRANSFERS AND PROMOTIONS**

- 15.1 Transfer and promotion of Facility Managers shall be considered pursuant to the following procedures.
- 15.2 DPS and FMA will collaborate on a department pre-screening / qualifying process for facility Manager promotions and transfers. DPS and FMA will work jointly as needed to improve, modify, or solve deficiencies. All such changes or modifications to this process must be negotiated with the Association. The parties will negotiate with no less than three (3) meetings (unless resolved in less) during a two week period, unless the time is extended by mutual agreement. If no agreement is reached, the District may proceed to implement changes.
- 15.3 *Internal Posting Procedures.* Facility Manager Vacancies will be posted on department and HR approved locations for four (4) working days. Internal applicants interested in applying for these positions must submit the Facility Management application / form no later than the closing date on the vacancy announcement.
- 15.4 *Classifications.* There are five (5) Facility Manager Classifications: Facility Manager I through Facility Manager V.
  - 15.4.1 Eligibility / Requirements:

Applicants must pass the pre-screening / qualifying process as indicated in 15.2.

Applicants must have a high school diploma or equivalent (Note: Facility Managers who are actively employed with the District as of 9/1/09 are exempt from this requirement.

The Facility Manager must have been in their current position for three (3) months.

The Performance Evaluation must be rated at least as a satisfactory.

Must have completed required training courses.

#### 15.5 *Candidates Afforded to Interview*

The principal or his/her designee will participate in the interview selection process for all open Facility Manager positions so that they may provide input to the Area Managers on the final candidate.

15.5.1 If there are less than two (2) persons available to interview after the first four (4) days of posting, the position will be opened up to external candidates.

### **Article 16. PERFORMANCE EVALUATION REPORT (PER)**

16.1 Facility Managers will be given an annual Performance Evaluation by their Site-Based Manager and Area Manager using the District's performance appraisal process.

16.2 The Facility Manager will be given a copy and may discuss the evaluation with the evaluator preparing it before it is submitted to their Department and personnel files.

16.3 After such review, the Facility Manager shall sign the evaluation. Such signature does not indicate agreement. It only indicates that he/she is aware of the content of the evaluation. A letter of rebuttal may be submitted and will become a permanent attachment of the Performance Evaluation. The evaluation shall also require the signatures of the Site-Based Manager, Area Manager, Facility Management Staff Development Specialist, and the Director of Operations & Maintenance.

16.4 Any evaluation that contains an overall rating of marginal or unsatisfactory must be accompanied by the submission requirements in the Performance Evaluation System.

16.5 For the purposes of promotion or any other personnel actions, rebuttals, if applicable, will be considered with the Performance Evaluation Report.

### **Article 17. FACILITY MANAGER FILES**

Facility Managers, upon request, may review all copies of their personnel records.

- 17.1 Upon written request by the Facility Manager, the District may remove any derogatory material which has been in the Facility Manager's records for two (2) or more years, so long as the material does not relate to the safety and physical or moral well-being of children, district employees, and/or any other members of the community. The District shall have the exclusive responsibility to determine if the material will be retained.
- 17.2 If, after the completion of an investigation or grievance hearing conducted by HR, DPS Security or Department Management, allegations against a Facility Manager, as cited in Article 20, are determined to be completely unfounded, then all adverse entries, both in the Facility Manager's central personnel file and Department file, related to that incident or issue will be removed. The Facility Manager will have the right to attach a written statement to any adverse action.
- 17.3 Facility Managers shall have the right to view and/or copy their department file located within the Department of Facility Management.

#### **Article 18. GROUP INSURANCE**

- 18.1 Employees will be eligible to participate in the DPS Flex Plan for group health, dental, vision insurance and healthcare and dependent care reimbursement accounts. Facility Managers may use the benefit allowance to purchase health benefits approved by the Board of Education as part of the District's cafeteria plan, effective on the first day of the month following the hire date assuming the completed enrollment forms have been received by the Benefits Department.
  - 18.1.1 If an employee's most recent hire date with the District was on or after 6/1/2018, the employee will only receive the negotiated benefits allowance when he/she is enrolled in one of the District's major medical plans.
  - 18.1.2 If an employee's most recent hire date with the District was prior to June 1, 2018, 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.
  - 18.1.3 All monies saved as a result of this change will be applied to reduce health care costs for employees enrolled in District major medical plans for the 2018-19 plan year. Using these savings, beginning with the benefits year starting July 1, 2018, the District will decrease the premiums for Employee Plus Children and Family coverage by at least \$1200 annually (\$100/month) on top of the \$550 a year (\$45.83/month) that the District is currently subsidizing these premiums. Therefore, the total subsidy for these plans will be at least \$1750 annually.
  - 18.1.4 The Finance Department will provide the Benefits Board with an annual accounting regarding the savings that result from this change to the benefits program.

- 18.2 The Plan will be administered by the Department of Employee Benefits and will allow employees to select overages that fit their needs from a menu of options. Employees who are enrolled in another group plan may opt out of the program with proof of other group health coverage.
- 18.3 Flex dollars remaining in the DPS Flex Plan up to the maximum will be paid to the employee as taxable earnings, but not as a part of their calculated annual salary for pension consideration.

### **Long Term Disability**

- 18.4 Effective July 1, 2003, members will be eligible for Long-Term Disability (LTD) insurance which will be paid by the District. The LTD plan provides eligible disabled employees with 60% of their salary after a 90-day elimination period.

### **Group Life Insurance**

- 18.5 The District will provide full-time bargaining unit members with term life insurance at the District's cost.

### **Benefits Board**

- 18.6 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 Flex dollars.
- 18.7 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.
- 18.8 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.
- 18.9 *Composition.*

The Benefits Board will be composed of four (4) representatives of the District, four (4) representatives of the DCTA, and representatives elected from the following groups:

- Denver Association of Educational Office Professionals (1 vote)
- Communication Workers of America (1 vote)
- Denver Federation of Paraprofessionals (2 votes)
- Denver Federal Paraprofessionals and Nutrition Service Employees (1 vote)
- Facility Managers Association (1 vote)

- Amalgamated Transit Union, Local 1563 (1 vote)
- Vocational Teachers Federation of Denver, Local 203 (1 vote)
- DPS Association of Building and Grounds Personnel (1 vote)
- Denver Association of School Administrators (1 vote)
- Colorado Federation of School Safety Professionals (1 vote)

18.10 Operating Rules: The Benefits Board shall jointly adopt rules pertaining to their operation. Such rules shall be a matter of public record and shall not conflict with this agreement in any way.

### **Article 19. ASSOCIATION REPRESENTATION**

- 19.1 Facility Managers will be given at least 24 hours' notice when discipline will be issued so that the Facility Manager can make arrangements to have an Association Representative present.
- 19.2 The District recognizes that employees, Administration and Facility Managers have the right to a non-hostile, professional work environment. If a member of the Association feels that they are being bullied, verbally abused or exposed to other unprofessional conduct or retaliation, he/she must immediately report the behavior to the HR Department for investigation. The HR Department will investigate the situation and review the results of the investigation with the complainant to the extent authorized by Board Policy and applicable law.

### **Article 20. CORRECTIVE ACTION**

- 20.1 Disciplinary material placed in a Facility Manager's personnel or department file, must be issued by the Area Manager, in coordination with the Site-Based Manager, if necessary. The Facility Manager must have the opportunity to see and sign such material. The Facility Manager may respond in writing to such material.

### **Basic Fairness**

- 20.2 Before taking corrective action, which shall be defined as letters of warning, letters of reprimand and suspension without pay against an employee, the Area Manager shall meet with the employee to hear the employee's response regarding the matter. The Area Manager shall follow the procedures and protocol pursuant to the Basic Fairness document developed after consultation with the bargaining unit.

## **Article 21. REIMBURSEMENTS**

- 21.1 All approved, receipted expenditures paid for out-of-pocket by the Facility Manager shall be reimbursed within a reasonable period of time with a goal to not exceed thirty (30) days of submission of receipt of same.
- 21.2 Facility Managers, whose duties require occasional travel for District-related business, shall be reimbursed at the IRS standardized mileage rate for the use of their automobile.

## **Article 22. SENIORITY**

- 22.1 The president of the Facility Managers Association will be given a seniority list for all Facility Manager Classifications four (4) times annually. The dates when the list is to be issued will be jointly decided by Human Resources and FMA.
- 22.2 Seniority shall be determined and seniority lists will be established for Facility Managers as indicated in the following procession:
  - 22.2.1 Facility Manager IV, followed by Facility Manager III, then followed by Facility Manager II, then followed by Facility Manager I.
  - 22.2.2 Each Facility Manager classification seniority list will then be enumerated based on length of District Employment.
  - 22.2.3 The list will next be enumerated based on entrance into the classification (adjusted hire date).
  - 22.2.4 In the event of a tie in the above process, utilization of training credit followed by PER score to determine seniority placement.
    - 22.2.4.1 Future seniority lists may be created for additional Facility Manager Classifications if deemed necessary by the Association and the District.
- 22.3 An employee transferring from another department into the Facility Management Operations Department shall be considered as a new employee in the department; seniority precedence will not occur for the first year after the adjusted hire date.
- 22.4 Facility Managers may not voluntarily demote within the first three (3) months in their new Facility Manager position.
- 22.5 A Facility Manager who voluntarily demotes and is selected to a lower classification will be placed accordingly on the seniority list in their new classification.
- 22.6 In the case of an administrative (involuntary) demotion, the Facility Manager's seniority precedence will not occur for the first year after the adjusted hire date; the individual may be placed according to the needs of the District.

22.7 An employee shall lose seniority if the employee retires, is discharged or abandons their position.

**Article 23. SICK LEAVE BANK (SLB)**

Facility Managers will have access to the sick leave bank in accordance with the guidelines published by the District. The District will consult with the bargaining unit prior to implementing any revisions to the sick leave bank guidelines.

**Article 24. FACILITY MANAGER CLASSIFICATIONS**

24.1 Denver Public Schools' Department of Facility Management Operations and the Facility Managers' Association will continue to meet and discuss modifications to the current classification system every three years, which was concurred and agreed to on June 22, 2001.

24.1.1 Any new system developed and agreed upon will be implemented based on the District's ability to pay. The District will consult with the Facility Manager's Association in the event there is an inability to pay.

24.2 It is understood that the process to determine the classification of the Facility Managers will be mutually agreed to by the District and the Facility Manager's Association.

24.3 It is also recognized that whatever process is in place will not be perfect and therefore decisions will have to be made on a one-off basis. In these circumstances, it is further recognized the decision will rest with the Facility Management chain of command. Facility Management will consult with the Facility Manager's Association and allow an opportunity to provide feedback prior to a decision being implemented.

**Article 25. COMPENSATION FOR UNUSED SICK LEAVE**

Effective July 1, 2002, each contract employee electing retirement will be provided compensation for accumulated sick leave days as follows:

- a. When the employee has met the requirements of retirement in the District that employee shall be eligible for compensation for accumulated sick leave.
- b. A maximum payment of \$7,750 for 245-day employees will be made by the District for employees who have met the requirements for retirement or who elect early retirement.
- c. The payment of \$7,750 shall be reduced 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.
- d. To be eligible for the payment, employees must sign for retirement.

## **Article 26. CONTINUING SERVICE, CHANGE OF STATUS AND SCHOOL REDESIGN**

### **Continuing Service**

- 26.1 Facility Managers will only be District employees who have attained continuing service (excluding individuals who have been selected through the supplemental process used for filling promotion vacancies when qualified candidates are not available as described in Article 15 and policy letter dated Aug 23, 2001).
- 26.2 *Policy:* Tenure is available under present Colorado law only with respect to teachers. Although, 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 all.
- 26.3 *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 reemployed 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.
- 26.4 *Probationary Period:* Facility Managers hired through the supplemental process for filling vacancies when the number of qualified candidates are limited will be subject to the same probationary period as other classified employees.
- 26.5 *Reductions in Salary:* 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.

### **Reappointment after Resignation**

- 26.6 *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.
- 26.7 *Absence of Five (5) Years or Less:* An employee who has resigned and within five (5) years thereafter is again re-employed by the School District may be considered for reappointment at the classification to which the employee previously held at the time of resignation.

- 26.8 Absence over Five (5) Years: An employee who has resigned and been reappointed after the expiration of five (5) years or more shall be reappointed on the conditions that apply to any employee receiving a first appointment (i.e., meeting any of the criteria in Article 15).
- 26.9 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.
- 26.10 Notification of Resignation: Employees under continuing service status should notify the Department 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.
- 26.11 Effect of Resignation: A resignation which has become effective is considered as breaking continuity of service insofar as status as a continuing employee is concerned.

### **Change in Status**

#### *26.12 Definitions*

Promotion—assignment of an employee to a position with a higher pay scale.

Demotion—assignment of an employee to a position with a lower pay scale.

Transfer—assignment of an employee to another position having the same pay scale.

Discharge—removal of an employee from payroll.

Resignation—voluntary severance of service.

Suspension—temporary removal of an employee from payroll.

Layoff—reduction of working force due to decrease of work.

- 26.13 Any employee placed on stipend shall have the circumstance of stipend explained in writing.
- 26.14 When a Facility Manager has interviewed and been selected for a promotion, the Facility Manager will be assigned to the new position no later than ten (10) working days (2 calendar weeks) from the day the selection is made. On the 11th work day following that selection, the Facility Manager will begin receiving the salary of the classification they have been selected for.
- 26.15 If the Facility Manager's transition from their current assignment to their new assignment is placed on hold due to the Principal or Site-Based Manager (SBM) of the building the Facility Manager is vacating, that Principal/SBM will be

responsible for providing the funds needed to pay the increased difference in the Facility Manager's salary.

- 26.16 An employee 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 file the proper form.

### **School Redesign**

- 26.17 When the Superintendent makes the decision to redesign a school, the bargaining unit members will not be required to re-interview for their positions. All other employee movement provisions in the contract shall remain intact.

### **Article 27. REDUCTION IN FORCE**

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

- 27.1 Normal attrition shall be considered prior to any staff reductions.
- 27.2 The District will discuss affected positions with the Association and consider their recommendations prior to implementation.

### **Reassignments**

- 27.3 Employees reassigned to a lower classification as the result of a reduction in force shall retain their rate of pay for a minimum of sixty (60) calendar days from the effective date of the reassignment.
- 27.4 Employees reassigned to a lower classification, will by seniority and documented job performance, have priority placement rights back to their former job title classification for two years. Documented job performance on the basis of overall evaluation rating will be considered when employees having the same seniority date are applying for the same position.
- 27.5 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 28. DISTRICT-WIDE CLOSURES**

Facility Management custodial employees are considered essential personnel in accordance with District Policy. Essential personnel are required to report to work on district-wide closure days. Employees who fail to report to work or are absent for part of their shift during a district-wide closure day, will be charged available leave in

accordance with District Policy. In the event an employee does not have any available leave to charge against, the absence will be considered unpaid

- 28.1 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.
- 28.2 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.
- 28.3 *Reporting Bonus:* Employees who report to work during a district-wide closure, which occurs prior to the start of the normal business day and who work less than six (6) hours and are subsequently released will receive a reporting bonus of 2 hours at their regular rate of pay in addition to their normal wages.
- 28.4 If an employee works six or more hours he/she will be paid for all hours worked at one and one-half (1½) times his/her regular rate of pay for a minimum of eight (8) hours. Employees working six (6) hours or more will not receive the reporting bonus as defined in 28.3.
- 28.5 Employees may be released from work in the event the district implements a district-wide closure during the normal business day. Employees excused from work in this circumstance will receive their regular rate of pay for that day.
- 28.6 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 28.3 and 28.4 except that these employees are not eligible for the reporting bonus.

## **Article 29. COMPENSATION**

### **Salaries:**

- 29.1 Increases to the current salary schedule will be applied to each level of the salary schedule to be effective September 1 of each work year. Such increases shall be decided in Article 3 of this MOU, or during salary discussions.
- 29.2 The District and the Association will meet annually after March 1st and before July 1st during the term of this Memorandum of Understanding to discuss salaries.

### **Steps:**

- 29.3 Regular salary step increments for Facility Managers will be granted on September 1st of each year based on the salary schedule and funding availability for total compensation.

### **Health Benefit Allowance:**

29.4 The District shall provide the Facility Managers Association with a benefit allowance in accordance with Article 18.1. The benefits allowance shall be paid in twelve monthly payments.

**Market Compensation:**

29.5 Market Compensation and Budget Priorities Task Force, on an annual basis, the District and the Association will meet to analyze the market competitiveness of the salary schedule and make recommendations as appropriate.

The charge of the group will be to:

1. Review and prioritize recommendations.
2. Develop specifics for each of the recommendations.
3. Identify costs associated with each recommendation.

29.6 Once recommendations are developed, the classified unions in the District and DASA will elect two members to a Joint Task Force. The charge of the Task Force is to make budgetary recommendations to the Board of Education along with possible funding sources for achieving said recommendations.

29.7 The District will provide the joint task force with budget data in the format requested by the task force.

29.8 Recommendations will be presented by the Joint Task Force to the Board of Education by January 31, 2007. The Board of Education shall consider the recommendations of the Joint Task Force.

**Article 30. ANNUAL NEGOTIATIONS RESULTS**

Salaries are negotiated on an annual basis. Updated salary negotiated results can be found on the District's HR website.

The undersigned have reached an agreement with respect to the attached “Memorandum of Understanding” regarding the Facility Managers Association for the period September 1, 2017 through August 31, 2020.

The undersigned agree that no changes in part or in whole shall be made to the Memorandum of Understanding unless mutually agreed upon by both the District and the Facility Mangers Association.

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Epifano D. Borrego

President, Facility Managers Association

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David Suppes

School District No. 1 Representative