

# **A G R E E M E N T**

*between*

**DENVER FEDERATION FOR  
PARAPROFESSIONALS AND NUTRITION  
SERVICE EMPLOYEES  
(FOOD SERVICE WORKERS)**

*And*

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

Effective August 1, 2018 through July 31, 2021

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## **A G R E E M E N T**

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 DENVER FEDERATION FOR PARAPROFESSIONALS AND NUTRITION SERVICE EMPLOYEES (FOOD SERVICE WORKERS) this 1st day of August, 2018.

The Board and the Organization 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 good morale among the Food Services 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 Food Services 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 Food Services personnel. To this end, good-faith negotiations between the Board and the Federation with a free and open exchange of views are desirable.

Denver Federation for Paraprofessionals and Nutrition Service Employees (Food Service Workers)

It is recognized that providing food 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.

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 Federation 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 "Federation" as used in this Agreement shall mean the Denver Federation for Paraprofessionals and Nutrition Service Employees (Food Service Workers).
- 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 August, through the closing of the schools of the District in the spring, usually in June.
- 1-7 The term "full time employee" as used in this Agreement shall refer to all regularly assigned food services personnel who are regularly scheduled for a 40 hour work week during the school year.

## **ARTICLE 2 – General**

- 2-1 The Board shall continue its policy of not discriminating against any employee on the basis of race, color, gender, sexual orientation, gender identity, transgender status, religion, national origin, ancestry, age, disability, marital status, veteran status or membership in any organization.
- 2-2 The Federation shall continue to admit persons to membership without discrimination on the basis of race, color, gender, sexual orientation, gender identity, transgender status, religion, national origin, ancestry, age, disability, marital status, veteran status and to equally represent all employees without regard to membership in any Food Services organization.
- 2-3 Food Services employees have the right to join, or to refrain from joining, any organization for their professional or economic improvement and for the advancement of public education, but that membership in any organization shall not be required as a condition of employment.

- 2-4 This Agreement constitutes Board policy for the term of said Agreement and the Board and the Federation will carry out the commitments contained herein and give them full force and effect.
- 2-5 The Federation and the Board agree that differences between the parties shall be settled by peaceful means as provided in this Agreement. The Federation, 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, and will undertake to exert its best efforts to discourage any such acts by any such employees.
- 2-6 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.
- 2-7 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 Federation and endorsed in writing hereon.
- 2-8 This Agreement shall be governed and construed according to the Constitution and Laws of the State of Colorado.
- 2-9 The Board and Federation 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.
- 2-10 In case of any direct conflict between the express provisions of this Agreement and any Board or Federation policy, practice, procedure, custom, or writing not incorporated in this Agreement, the provisions of the Agreement shall control.
- 2-11 The parties recognize that the Board of Education has the responsibility and authority to manage and direct on behalf of the public all the operations and activities of the District to the full extent authorized by law. All rights and authority of the Board of Education, which are not specifically waived, compromised, or otherwise limited in this Agreement, are retained by the Board of Education.

## **ARTICLE 3 – Recognition**

- 3-1 Pursuant to the provisions of the recommendation concerning the proposal for a negotiating unit for Food Services employees adopted by the Board of Education on March 21, 1968, the Board has recognized the Federation as the exclusive representative of Food Services employees of the Denver Public Schools consisting of , Food Services Manager I, Food Services Manager II, Food Services Manager III, Food Services Manager IV, Food Services Manager V and hourly Food Services employees.
- 3-2 The Board hereby reaffirms recognition of the Federation and agrees that the Federation shall continue as such exclusive representative until, and for such additional periods of time, as its recognition may be extended under procedures approved by the Board.
- 3-2-1 Effective September 8, 2010, the Association voluntarily merged with the Denver Federation for Paraprofessionals, and as of that day will be officially renamed the Denver Federation for Paraprofessionals and Nutrition Service Employees (Food Service Workers).
- 3-3 All rights and privileges granted to the Federation under the terms and provisions of this Agreement are for the exclusive use of the Federation.

## **ARTICLE 4 – Negotiations**

- 4-1 Negotiations for Successor Agreements. Either the Federation 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 Federation 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 Federation 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 Federation 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 Federation 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 Federation and the Board for ratification.
- 4-2-4 Salary and group insurance provisions are subject to annual negotiations unless the Federation 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 Federation 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 Federation 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 4-3.
- 4-5 During negotiations, the Board and the Federation 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 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 Federation. After such adoption and approval, the final Agreement will be signed by the Board and the Federation 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 Federation 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 – Grievances

### 5-1 Definitions

5-1-1 A "Grievance" shall mean a written complaint by an Employee or Employees in the Bargaining Unit that there has been a violation, misinterpretation, or inequitable application of an administrative 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 Federation.

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 Federation 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 Federation representative all information in its possession or control not privileged under law that is relevant to the issues raised by the Grievant. The Federation 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 Federation 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 Federation shall notify the Executive Director of Enterprise Management at least five (5) Business Days prior to the date of the meeting or hearing absent extenuating circumstances. As long as the Federation 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 Federation 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 Federation determines that a Grievance affects a group of Employees, the Federation may submit the Grievance in writing at Level II. No Grievance shall be recognized at Level II unless the Federation 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 Federation representative during the Level I meeting, and the Principal or 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 Federation 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 Federation 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 Federation agrees to submit the Grievance to arbitration, the Federation shall submit a written demand for arbitration to the Superintendent or designee within twenty-five (25) Business Days of the Federation'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 Federation and the

Superintendent or designee, the parties may submit the Grievance to mediation before scheduling arbitration. If dissatisfied with the mediation process the Federation 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 Federation elects arbitration, the Superintendent or designee shall determine whether the Grievance is arbitrable. If the Grievance does not allege a cognizable violation, misinterpretation, or inequitable application of a provision of the Agreement, the Superintendent or designee shall inform the Federation in writing that the Grievance is not arbitrable. No Arbitrator shall have jurisdiction over a Grievance that the District has determined is not arbitrable.

If the Grievance is arbitrable, the Superintendent or designee and the President of the Federation shall meet to discuss selection of an Arbitrator. If the Superintendent or designee and the President of the Federation agree on an Arbitrator, the Superintendent or designee shall submit a request for the agreed-upon Arbitrator to preside over the Grievance.

In the event that the parties cannot agree on the choice of an Arbitrator, they shall submit a joint request to the American Arbitration Association for a list of seven (7) Arbitrators skilled in arbitration of educational and food service issues. Within ten (10) Business Days of the receipt of the list, representatives of the Federation 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 Federation 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 Federation.
- 5-4-3-2-6 Within seven (7) Business Days after receiving the report of the Arbitrator, the Board's designee and the Federation's designee will meet to discuss the report. If the Federation wishes to respond to the Arbitrator's recommendation, the Federation may submit a written response to the Board's designee within fourteen (14) Business Days following the Federation's receipt of the report of the Arbitrator. The Board will review and consider any response by the Federation 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 Federation 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 Federation.
- 5-4-3-2-8 Upon mutual written consent of the Federation 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 Federation shall take reprisals affecting the employment status of any person, any Party of Interest, any Grievant, any Federation 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 Federation and/or the Federation'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 Federation and without the Federation's representation of the Grievant.

## **ARTICLE 6 - Federation Rights**

- 6-1 The President of the Federation or the authorized designee shall be allowed to visit buildings where Federation employees are working. Visits that are made to solve special problems of employees, which necessitate the interruption of work schedules, shall be arranged in advance with the appropriate supervisor or the Executive Director of Enterprise Management.

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 Use of School Facilities

6-3-1 The Federation will have the right to use school mail for Federation notices and business when properly sorted alphabetically by schools.

6-3-2 The Federation will have the right to place notices, circulars, and other Federation material appropriate for Food Services employees in the school cafeteria. Any such postings will be informational in nature and will not include propaganda, political material or opinions, and will not in any manner be construed as being inappropriate toward any member of the District community. An information copy will be sent to the Executive Director of Enterprise Management two (2) work days prior to the time of posting.

6-3-3 The Federation will have the right to use school buildings for meetings without cost, as approved by the appropriate administrative office, provided that such meetings do not interfere with the normal operation of the school.

6-3-4 The Board agrees to deduct from the salaries of members of the Federation employed by the District an amount to cover dues for the Federation, and/or State, and/or National Affiliated Federation(s) as said employee individually and voluntarily authorizes the Board to deduct and to transmit the amount so authorized to the treasurer of the Federation. Each employee who desires to authorize such deduction shall file with the Board through the Office of the Federation, a signed and dated "Denver Federation for Paraprofessionals and Nutrition Service Employees, Local 4463 of the American Federation of Teachers, AFT Colorado, AFL-CIO Salary Deduction Authorization Form" authorizing the Board to deduct from the employee's monthly earnings dues, as determined by the Federation and communicated to the District, consistent with the terms and conditions of this article. 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 employee notifies the Board by completing a "Denver Federation for Paraprofessionals and Nutrition Service Employees Dues Revocation Form" that the employee desires to revoke such authorization. Said notice to revoke such authorization shall be made only during the first 10 business days of September of each year. Revocation forms will be obtained from, and submitted to, the Federation office on the above referenced revocation form. The Federation shall deliver said notice to the District by October 9 of each year. In the event the Federation votes to increase or decrease dues, the President of the Denver Federation for Paraprofessionals and Nutrition Service Employees shall so advise the Board in writing prior to

September 1 of each year. Deductions shall be made uniformly on each payroll period. The Board shall not be required to honor for any month's deduction, any authorizations that are delivered to the District later than the tenth day of the month prior to the distribution of the payroll form which the deductions are to be made. The Federation agrees that the Board shall not be held liable for any action growing out of these deductions and commenced by any person against the Board or the District and assumes full responsibility for the disposition of the funds so deducted once they have been remitted to the treasurer of the Federation. The District will withhold an amount necessary to defray the District's expense in making dues deductions for the Federation.

#### 6-4 Federation Dues

- 6-4-1 The Denver Federation for Paraprofessionals and Nutrition Service Employee's (Food Service Workers) dues will be established by their constitution and bylaws and the amount of such dues will be sent to the District by September 15 of each year.
- 6-5 When a new employee passes his/her probationary period, the District will provide the new employee with a letter stating the employee has the right to a paper copy of the negotiated Agreement between the Federation and the School District or if they so choose can find the negotiated Agreement on the School District's website ([www.dpsk12.org](http://www.dpsk12.org)).
- 6-6 The Executive Director of Enterprise Management or designee shall host quarterly meetings with the Federation on subjects of general concern. The Federation will have no more than four members in attendance including the President. Management will have no more than four representatives in attendance including the Executive Director or designee and a member of the HR staff assigned to support Enterprise Management. If there are no topics for discussion, the meeting for that quarter may be canceled by mutual agreement. The agenda of topics to be discussed shall be mutually developed. The meeting will be held within one (1) week of receipt of the agenda by the Executive Director of Enterprise Management or designee and the Federation. Additional topics may be added to the agenda at the meeting, as needed. The first meeting of each year will be dedicated to discussing the profit sharing and pay for performance programs.

### **ARTICLE 7- Selection and Assignment of Employees**

- 7-1 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.
- 7-2 Basis for appointments. From the list of available candidates for vacant position(s) in the Denver Public Schools, the Executive Director of Food and Nutrition Services shall



recommend to the superintendent for probationary appointment those persons deemed best suited to serve on the basis of training, experience, and performance.

- 7-3 Personal interview. All applicants for probationary appointment shall be interviewed and the results reported to a representative of the Department of Human Resources.
- 7-4 Physical examination. As necessary, employees may be required to submit to periodic health status tests or examinations. There is no charge for tests or examinations by the School District. Referrals for verification, or employee initiated tests conducted by outside services will be the employee's responsibility.
- 7-5 All newly hired employees into the bargaining unit must serve a 45-day trial period. Time not worked during the trial period does not count towards the 45-day trial period. Until the employee completes the trial period, the employee has no contractual rights under the agreement.
- 7-6 Probationary period. A full-time 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 year. 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.
- 7-7 Full-time employees being terminated are subject to the provision of the Board policy GDQD and Regulation GDQD-R.
  - 7-7-1 Part-time, Hourly, and other employees working less than full-time in an ongoing assignment will not be dismissed until they have been notified of the intended dismissal and the grounds therefore and shall be given an opportunity to have an informal hearing with their department head, an HR Administrator, or other appropriate management personnel. The individual being recommended for termination must request this informal hearing within three (3) days of the date they are notified of the termination.
  - 7-7-2 Any employee, who abandons service with the School District without resigning or giving notice of quitting, and remains absent from duties for three (3) consecutive days, shall be deemed to have voluntarily severed employment with the School District as of the last day on which the employee worked. Employees with a reasonable explanation and documentation of their absence will be considered for reinstatement, if qualified, with no loss of seniority.
  - 7-7-3 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 fifty percent (50%) of all employees.

7-8 Reappointment after resignation

7-8-1 Probationary Status. Employees reappointed to positions after resignation or other severance of employment shall be employed on probationary appointments without credit for any period of prior employment.

7-8-2 Absence of One (1) Year or Less. An employee who has resigned and within one (1) year thereafter is again reemployed by the School District, shall be considered for reappointment at the salary entitled to at the time of resignation, provided it does not exceed the maximum of the assigned job classification to which the employee returns.

7-8-3 Absence Over One (1) Year. A resigned employee reappointed after the expiration of one (1) year or more shall be reappointed on the conditions which apply to an employee receiving a first appointment.

7-8-4 Return of Pension Contributions. An employee reappointed after resignation must meet the requirements of the Pension Plan and regulations as to restoration of the employee's pension account. Usually, the employee may restore such funds by lump sum payment or by installments at the employee's own option, but current requirements should be ascertained by the employee.

7-9 Notification of Resignation. Any employee who plans to resign their employment is expected to notify the Department of Human Resources at least 14 days in advance of the anticipated date of resignation.

7-10 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 8 - Job Openings**

8-1 Vacancies occurring from retirements, resignations, terminations, and new site openings for Food Services Managers 1-5 will be filled through administrative transfers that meet the needs of the business. After this is completed, all open positions will be posted for a period of ten (10) working days. An employee who is interested and qualifies for the position shall indicate in writing within the ten (10)-day period a desire for the position. Determination of who best meets the qualifications shall be determined by the Department of Enterprise Management.

8-2 Assignment. Assignments of employees are made under the general direction of the superintendent. Personnel are assigned to vacancies for which they are best qualified through training, experience, and performance.

8-3 Change of Assignment. The principal criterion for consideration of a request for change of assignment is whether the request will result in the provision of the best services from Food Services to the District. Characteristics such as experience and competency in selected areas will be considered.

8-3-1 All managers who are providing coverage at a higher level will receive pay commensurate with the higher level after two weeks of coverage. Their pay will return to their previous rate after the coverage assignment has been completed.

8-4 Request for Transfer. Employees should be employed for a minimum of 90 working days before requesting a transfer. Personnel are kept informed of vacancies from time to time throughout the year. Request for a change in position from one school or department to another may be requested by the employee, by the administrator of the employee's unit, or may be initiated by the superintendent and staff. Whenever an employee or the administrator of the unit requests a change of assignment for the employee, it is ethical and desirable for all parties concerned to discuss the merits of the request. However, the employee may make a written request for transfer and send it directly to the Department of Human Resources. That department will acknowledge receipt of the transfer request within 30 days. Upon approval, transfer requests will be considered in the order received for available openings. 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 or Food Services programs of the Denver Public Schools. Employees who desire a transfer shall file a written request. The request will be kept in the active file until December 31 and on this date discarded. A new request will be necessary if the employee wishes the request to remain active. Any change in the employee classification or assignment from that occupied at the time of the request will void the request for transfer. When changes of assignment are necessary during summer intermission, employee requests and preferences received by the Department by March 1, stating desired location and position, which will be reviewed prior to such changes and when practicable, such requests will be honored consistent with the provisions of Article 8-3.

## **ARTICLE 9 - Short Leaves of Absence**

### **9-1 Sick Leave**

9-1-1 Purpose. Sick leave is provided to give a reasonable amount of protection for employees and the District so that employees will not feel compelled to attend to duties when it is unwise for them to do so. These days may be in accordance with the District's employment handbook which states: sick leave may be used for an illness of self or family or for the bereavement of a family member or friend.

9-1-2 One (1) day of sick leave will be accrued for each regularly-appointed, full-time Food Services employee for each month of active employment in the Denver

Public Schools. Such leave shall be accrued on the last calendar day of each month. The cumulative number of days earned in any one (1) year shall not exceed ten (10). 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.

- 9-1-3 Allowance for Continuing Hourly Employees. Hourly employees (substitutes excluded), whose work assignments extend through the balance of the semester, are credited with one (1) day of sick leave for each month of active service. The unused portions of sick leave in any one (1) year accumulate without limit.
- 9-1-4 Return to Work After Illness or Accident. Employees returning to work may be required to provide medical certification of their fitness for duty before they are permitted to return to work.
- 9-1-5 In cases where an employee is absent for more than three (3) consecutive days for their own illness or the illness of an immediate family member, the absence will be treated as a leave of absence, and will be subject to the provisions of Articles 9-2 (for personal illness) and 9-3 (for family illness).
- 9-1-6 The Sick Leave Bank will be available to Nutrition Service Employees under guidelines and procedures developed and administered by the District and approved by the Federation. Nutrition Service Employees working seven (7) or more standard hours per day may choose to enroll in the Bank during open enrollment of any year. During the month of November, one (1) day will be taken from the available sick leave of the participating Nutrition Service Employee and contributed to the Bank. Information on the Sick Leave Bank can be found at: <http://thecommons.dpsk12.org/Page/552>

## 9-2 Personal Leave

- 9-2-1 Employees shall have two (2) days a year of personal leave, provided they are regularly assigned to 20 or more hours per week in the same working assignment.
- 9-2-2 Personal leave is not cumulative.
- 9-2-3 Request for personal leave will be made in the True Pay system
- 9-2-4 Except for unforeseen emergencies, request for personal leave should be made as far in advance as possible, a minimum of five workdays in advance. Personal

Leave shall be granted if shift coverage is available and consideration will be given on a first come first serve basis.

9-2-5 Unused personal leave shall be converted to sick leave on a year to year basis.

### 9-3 Educational Leave

9-3-1 Managerial employees may request permission to attend educational meetings without loss of pay, not to exceed two (2) days in any one (1) year. Leave requests must be on an approved District form.

### 9-4 Federation Leave

9-4-1 Federation business. No individual may use more than two (2) days per fiscal year. If an individual is approved to take Federation leave, and that individual has accrued personal days available, they may utilize those days for the Federation leave. If approved, use of these days will not count against an employee's attendance record.

### 9-5 Jury Duty

9-5-1 Nutrition Service employees shall be granted paid leave for required jury service. Any jury fees received during the regular workday must be turned in to the Food Service Office. Parking fees or transportation costs reimbursed by the courts are to be retained by the employee.

## **ARTICLE 10- Extended Leaves of Absence**

### 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, negotiated 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, provide 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.

10-1 Maternity, Paternity, Adoption Leave. Full- time employees may be granted leave without pay or salary increment, for maternity, paternity or adoption, for a period not to

exceed one (1) year when requested in writing in accordance with Human Resources policy regarding leaves of absence.

- a. A request for maternity, paternity or adoption leave must be presented to the District at least thirty (30) days prior to the date on which the requested leave will commence. Exceptions will be made in the event of unforeseen medical complications.
- b. The period of probation for an employee will be extended in accordance with the length of leave of absence.
- c. In no case will the employee's position with the district be held for more than one (1) year.

## 10-2 Personal Illness

10-2-1 Requests for personal illness leave will be granted in accordance with applicable law and Human Resources Policy. DFPNSE (Food Service Workers) employees may be granted a leave for personal illness for up to one (1) year.

- a. Request for such leave must be accompanied by a statement from an attending physician that such leave is medically necessary.
- b. The period of probation for an employee will be extended in accordance with the length of leave of absence.
- c. In no case will the employee's position with the district be held for more than one (1) year.

## 10-3 Family Illness

10-3-1 Requests for leave to care for a family member will be granted in accordance with applicable law and Human Resources policy regarding leaves of absence. DFPNSE (Food Service Workers) employees may be granted a leave to care for a family member for up to one (1) year.

- a. Request for such leave must be accompanied by a statement from an attending physician that such leave is medically necessary.
- b. The period of probation for an employee will be extended in accordance with the length of leave of absence.
- c. In no case will the employee's position with the district be held for more than one (1) year.

10-4 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 a full-time employee.
  - 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://thecommons.dpsk12.org/Page/552> 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 and/or an extended personal illness leave as described in item 3 above. In no case will an employee's position with the district be held for more than one (1) year.

### **Non-Medical Leaves of Absence**

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

10-5 Military Leave

10-5-1 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>

#### 10-6 Leaves for Candidate for Public Office.

10-6-1 Full-time employees have the right to become candidates for public offices and to serve in such offices, unless there is a specific legal prohibition as in the case of the City and County of Denver. Fulltime employees who have completed at least three (3) continuous years of service may be granted a leave of absence, without pay or increment, in order to run for, or serve in, public office. Application for leave will be for a determined period of time.

#### 10-7 Leaves for Study.

10-7-1 Full-time employees who have completed at least three (3) continuous years of service may be granted, upon request, leaves of up to one (1) year, without pay or increment, for study if the study pertains to the work in which the employee is engaged or would enhance opportunities for promotion to other positions listed on the Salary Schedule for full-time employees. Transcripts or other pertinent material are to be turned in on completion of study.

#### 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. No combination of leaves of absence shall exceed one (1) year.
- c. Employees shall continue to accrue seniority in the District while on approved extended leave.
- d. 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 11 - Liability Insurance**



- 11-1 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.

## **ARTICLE 12 – Workers’ Compensation**

- 12-1 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.

## **ARTICLE 13 - Temporary Disability**

- 13-1 Special Health Examination. The Board of Education shall have the right to have the employee examined by a physician designated by the Board of Education to assist in determining the length of time during which the employee is temporarily unable to perform duties and that the disability is attributable to the injury involved.

## **ARTICLE 14- Group Insurance Programs**

- 14-1 It is recognized by the Board and the Federation that the present group life insurance of the District is a condition of employment affecting all of the annual salaried employees and cannot be negotiated with any single group. The District shall assume the full amount of the full-time employee’s life insurance premium.

14-1-1 Life insurance benefits are provided in accordance with the plan approved by the Board of Education.

14-1-2 Hourly employees who have completed one (1) full year of service of 20 hours or more per week will have life insurance protection in the amount of \$2,500. The District will pay the full cost of the employee’s life insurance premium.

- 14-2 Group long-term disability insurance coverage shall be provided for full-time employees, in accordance with the plan document approved by the Board of Education. Employees new to the Denver Public Schools will have coverage beginning at the same time as their life insurance coverage begins, three (3) months after employment.

- 14-3 A cafeteria plan will be implemented by the District for all full-time employees covered by this Agreement. The District shall provide each full-time contract manager covered by this Agreement with a flex dollar allowance of three thousand three hundred twenty-seven dollars and thirty-six cents (\$3,327.36) per year. Employees covered by this Agreement may use the flex dollars to purchase benefits approved by the Benefits Board as part of the cafeteria plan.

14-3-1 If a contract manager’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.

14-4 Benefits Board

14-4-1 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.

14-4-2 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.

14-3 The composition of the Benefits Board will be established in the bylaws.

## **ARTICLE 15 - Change of Status**

15-1 Definition

15-1-1 Promotion--assignment of an employee to a position with a higher pay scale.

15-1-2 Demotion--assignment of an employee to a position with a lower pay scale.

15-1-3 Transfer--assignment of an employee to another position having the same pay scale.

15-1-4 Discharge--removal of an employee from payroll.

15-1-5 Resignation--voluntary severance of service.

15-1-6 Suspension--temporary removal of an employee from payroll.

15-1-7 Layoff--reduction of working force due to decrease of work.

## **ARTICLE 16 – Evaluation**

- 16-1 Evaluation of an employee’s performance shall be conducted in accordance with acceptable human resources practice.
- 16-2 The employee’s evaluation report will be discussed with the person preparing it in accordance with the timelines established by the Department. After such review, the employee shall sign to indicate that the employee is aware of the contents of the report. The report will be filed in the personnel file.
- 16-3 A copy of the fully completed evaluation shall be provided to the employee.

## **ARTICLE 17 – Files**

- 17-1 All employee permanent central office files shall be maintained under the following conditions:
  - 17-1-1 All materials placed in the employee’s permanent central office file, and originating within the School District, from this date forth, shall be available to the employee upon request for inspection.
  - 17-1-2 Material originating within the School District and which is derogatory to an employee’s conduct, service, character, or personality shall not be placed in an employee’s file unless the employee has had an opportunity to read the material. The employee shall acknowledge reading such material by signing the actual copy to be filed. Such signature does not necessarily indicate agreement with the content of such material.
  - 17-1-3 The employee shall have the right to answer any material filed, and the answer shall be reviewed by the Food Services Department and the Department of Human Resources.

## **ARTICLE 18 – Holidays**

- 18-1 Full-time Food Service employees will be entitled to seven (7) days off without loss of pay, as determined by the official school calendar adopted each year by the Board of Education.
  - 18-1-1 All hourly employees will be entitled to the same seven (7) holidays as full-time employees without loss of pay.

- 18-1-2 All employees must be physically at work the last regularly scheduled workday before the holiday and the next regularly scheduled workday after the holiday in order to receive pay for the holiday, except for unforeseen emergencies.
- 18-1-3 Holiday pay for hourly employees will be reviewed on a yearly basis to determine its contribution towards the attraction and retention of employees.
- 18-2 If an employee is required to work, the employee will be paid at time and one-half the regular rate.
- 18-3 The Board, in adopting the school calendar each year, approves the number of holidays for employees. The number of days listed in Article 18-1 may be increased or decreased by Board action.

## **ARTICLE 19 - Salaries and Work Year for Employees**

- 19-1 Yearly Salary Payments. Salary payments for most regular Food Service employees are made in 24 installments.
- 19-2 Daily Remunerative Rate. The daily remunerative rate is determined by dividing the annual salary by the number of working days (190 including paid holidays) in the employee's classification. This rate is used for making salary deductions for absences for personal reasons or for absences after sick leave allowances have been exhausted. The hourly remuneration rate is determined by dividing the annual rate by 1,520 hours.
- 19-3 The Workday. The workday for pay purposes is determined as follows: The workday for full-time employees will be eight (8) hours. Employees will be given one-half (1/2) hour for lunch and a break of ten (10) minutes twice a day. A seven (7)-hour or six (6)-hour employee will be given one-half (1/2) hour for lunch and a break of ten (10) minutes twice a day. A five (5)-hour or four (4)-hour employee will be given one-half (1/2) hour lunch and a ten (10) minute break once a day. The scheduling of lunch and breaks will be at the discretion of the Food Services manager; however, the break is not to be scheduled until the employee has worked at least two (2) hours.
- 19-4 Work Week. The regular work week for full-time Food Services employees will consist of five (5) consecutive days, 40 hours per week. Each employee will be scheduled to give the maximum benefit to the particular position. All authorized actual hours of work performed in excess of 40 hours per week shall be designated as overtime and will be paid at the rate of one and one-half times the employee's regular rate.
- 19-5 Work Year. The work year for Food Services full-time employees is 38 weeks, or 190 days (including holidays), or 1,520 hours.

## **ARTICLE 20 - Increments, Uniform Allowance, Mileage, and Manager Stipend**

- 20-1 Each full-time Food Services employee with 15 or more years of continuous service with the Denver Public Schools shall receive a \$750.00 service increment and shall receive an additional \$750.00 service increment after the completion of each additional five (5) year period of continuous service from the anniversary date of appointment. Beginning January 1, 2005, each part-time hourly employee with 15 or more years of continuous service with the Denver Public Schools shall receive a \$0.40 per hour service increment and shall receive an additional \$0.40 per hour increment after the completion of each additional five (5)-year period of continuous service after January 1, 2005.
- 20-2 Training and Certification Increments
- 20-2-1 Beginning January 1, 2008, each hourly employee may earn \$10 stipend per credit hour for attending an approved work related training class given by the Food and Nutrition Services Department of the Denver Public Schools. Employees must have successfully passed the training in order to receive the stipend payment. Classes deemed “personal life skills training”, will not be eligible for the stipend payment.
- 20-2-2 Training increments already earned will continue to be paid at the previous rates.
- 20-2-3 Beginning January 1, 2005, each full-time employee will receive a \$300 increment annually for certification or re-certification with the School Nutrition Association.
- 20-2-4 Beginning January 1, 2005, each hourly employee will receive \$0.40 per hour increment annually for certification or re-certification with the School Nutrition Association.
- 20-2-5 Beginning January 1, 1999, full-time employees may earn an increment of \$250 per year for the attainment of an Associate Degree or equivalent degree in Dietetic Technology or in a Food Services related field, as determined by the Executive Director of Food Services.
- 20-2-6 Notification of Training over Summer Break. Advance notice of any training that is planned for the traditional summer break period will be given by May 1. If advance notice is not given, employees will not be penalized for their inability to attend. This advance notice does not cover the week before school starts.
- 20-3 Food Services employees, who are required to wear uniforms, shall receive a monthly uniform allowance for nine (9) months, September through May.
- 20-3-1 Uniforms must comply with the current Food and Nutrition Services dress code, as published.

20-3-2 An allowance of \$10.50 per month for nine (9) months shall be paid to all Food Services employees, and all lunchroom substitute employees who work at least one (1) day within a payroll period.

20-4 Employees, whose duties require travel, shall be reimbursed at the standard IRS rate approved by the District for the use of their personal automobile. The employees who receive mileage reimbursement shall have their automobile insurance reviewed on an annual basis to ensure compliance with District standards.

## **ARTICLE 21 - Retirement**

### **Compensation for Unused Sick Leave at Retirement**

Effective January 1, 2005, each Food Services employee electing retirement will be provided compensation for accumulated sick leave days as follows:

1. When the employee has met the requirements for retirement in the District, that employee shall be eligible for compensation for accumulated sick leave.
2. A maximum payment of \$4,550.00 will be made by the District for employees who have accumulated one year or more of unused sick leave, and who elect retirement. Payments will be calculated at the employee's daily rate of pay at the time of retirement multiplied by the number of sick days accrued at the time of retirement, not to exceed \$4,550.00.
3. Prior Accumulation. Because of the changes in short leaves and in recognition of sick leave that was accumulated prior to December 31, 1991, any employee who accumulated sick leave days in excess of 190 days, up to and including December 31, 1991, shall continue to be credited with such accumulation. Such accumulation shall be eligible for payment on a prorated basis at the rate of 1/190 of \$4,550.00 for each day, provided the employee is otherwise eligible to participate in the Plan.

## **ARTICLE 22 – Property Damage**

The District shall assume no responsibility for damage to employees' personal vehicles with the following exception. In the event an employee was within the course and scope of his/her employment and had parked his/her vehicle on District property, the District may reimburse the employee for repair or replacement costs not to exceed \$250.00 per year for damage to the vehicle sustained as the result of mischief or vandalism. The District will not reimburse employees for damage which resulted from the negligence of the employee. Reimbursement will be in accordance with District and Risk Management policies and procedures.

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 \$150.00 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.

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 \_\_\_\_\_ 2018.

DENVER PUBLIC SCHOOLS  
DISTRICT NO. 1 IN  
THE CITY AND COUNTY OF  
DENVER

DENVER FEDERATION FOR  
PARAPROFESSIONALS AND  
NUTRITION SERVICE  
EMPLOYEES (FOOD SERVICE  
WORKERS)

By: Signature on file  
President

By: Signature on file  
President

ATTEST:

ATTEST:

By: Signature on file  
Secretary

By: Signature on file  
Secretary



**Food Services Salary Ranges Effective August 2018**

**School Year Jobs**

**Hiring Practices**

Job Code	Description	Grade	Min	Max	New Hire to Food Service at DPS
7416	Food Service Worker II	N10	\$ 12.50	\$ 16.25	\$12.50/hour
7932	Food Service Worker II - 182	N10	\$ 12.50	\$ 16.25	\$12.50/hour
7905	Hourly Food Service Manager - 190	N14	\$ 13.02	\$ 16.93	Internal hires only.
7849	Food Service Manager I	N14	\$ 14.52	\$ 18.88	Internal hires only.
7850	Food Service Manager II	N16	\$ 16.21	\$ 21.07	Internal hires only.
7851	Food Service Manager III	N18	\$ 18.35	\$ 23.86	Internal hires only.
7852	Food Service Manager IV	N20	\$ 21.10	\$ 27.43	Internal hires only.
7941	Food Service Manager V	N22	\$ 24.27	\$ 31.54	Internal hires only.

**Summer Jobs**

Job Code	Description	Flat Pay Rate
7767	Hourly Summer Cleaning Crew	\$ 12.00
7770	Hourly Summer Lunchroom Worker	\$ 12.00
7768	Hourly Summer Cleaning Crew Lead	\$ 12.00
7728	Hourly Summer Manager	\$ 12.71

**Student Workers**

Job Code	Description	Flat Pay Rate
7752	Student Worker	\$ 10.20

**Manager Levels - Meals Required for Each Level**

Job Code	Description	Meals
7849	Food Service Manager I	300 or less
7850	Food Service Manager II	301 to 500
7851	Food Service Manager III	501 to 800
7852	Food Service Manager IV	801 to 1000
7941	Food Service Manager V	1001 or more

## Memoranda of Understanding

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SCHOOL DISTRICT #1  
DENVER PUBLIC SCHOOLS  
AND THE  
DENVER FEDERATION FOR PARAPROFESSIONALS AND NUTRITION SERVICE EMPLOYEES  
(Nutrition Service Employees)  
June 2018**

Consistent with the shared philosophy and commitment in which individual and departmental performance outcomes should be linked to compensation for all bargaining unit employees, the parties agree to the following:

- The “profit sharing” system created by the parties during the 2012-13 school year will remain intact for the duration of the 2018-21 agreement. The parties agree that parameters and goals for the program will have to be established annually.
  - Communication to the Federation regarding profitability status will be occur no later than October of each year.
  - To the extent the department is “profitable” and awards a “profit sharing” payment. Every effort will be made to make such payments no later than December 31 of each year.
- The current salary step schedules for managers and food service workers will be eliminated and a grade/ range schedule developed by the Compensation team using market-based data comparisons will be implemented effective for the 2016-17 school year.
- For 2016 and beyond, all bargaining unit settlement monies (currently applied as COLA and/or step increases) will be utilized for individual performance-based incentives directly tied to performance evaluation results. Parameters for the award and payment of such monies will be developed in bargaining on an annual basis and applied on 8/1 of each year.
- Employees hired after December 31 of any year will not be eligible to participate in the performance-based incentive program the following school year.

This MOU will remain intact for the duration of the 2018-21 agreement at which time the programs will be evaluated to determine whether the programs will be continued.