

MEET AND CONFER AGREEMENT

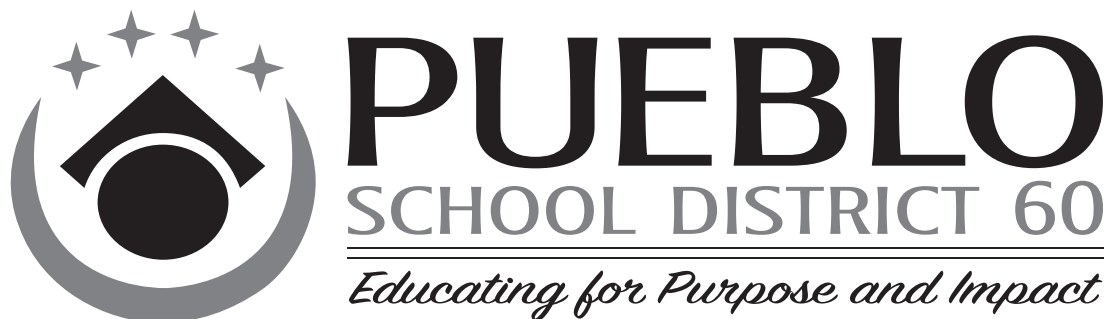
BETWEEN

PUEBLO SCHOOL DISTRICT NO. 60

IN THE COUNTY OF PUEBLO

AND

STATE OF COLORADO



AND

CAMPUS SECURITY

**September 1, 2017 –
August 31, 2020**

PUEBLO SCHOOL DISTRICT 60

315 W. 11th Street
Pueblo, Colorado 81003

BOARD OF EDUCATION

Barbara ClementiPresident
Frank Latino.....Vice President
Robert Gonzales Board Member
Dennis Maes..... Board Member
Taylor Voss..... Board Member

Non-Voting Members

David Horner..... Treasurer
Geri Patrone Secretary/Assistant Treasurer

SUPERINTENDENT OF SCHOOLS

Charlotte Macaluso

September 1, 2019

Mission

To provide a high-quality education that assures each student the knowledge, skills, and dispositions to lead a life of purpose and impact.



PUEBLO
SCHOOL DISTRICT 60
Educating for Purpose and Impact

Pueblo School District No. 60 does not discriminate on the basis of race, creed, color, sex, sexual orientation, gender identity/expression, marital status, national origin, religion, ancestry, age, disability, need for special education services, genetic information, pregnancy or childbirth status, or other status protected by law in admission, access to, treatment or employment in its educational programs or activities. Additionally, a lack of English language skills is not a barrier to admission or participation in activities. The following individuals have been designated to handle inquiries regarding the non-discrimination policies: Eric DeCesaro, EEO/Affirmative Action/Title IX/Section 504 Compliance Officer for complaints involving employees, and Cheryl Madrill, Title IX Compliance Officer for complaints involving students. Both individuals can be located at 315 West 11th Street, Pueblo, Colorado 81003, (719) 549-7100. Complaint procedures have been established for students, parents, employees, and members of the public. (Policy AC, AC-R).

Si tiene alguna pregunta sobre esta información, por favor llame a la escuela de su niño.

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ARTICLE I

AGREEMENT

- 1-1 This Meet and Confer agreement will remain in effect for the period of September 1, 2017 to August 31, 2020.
- 1-2 All financial obligations of the Board (within the meaning of the term “Financial Obligation” under Article X, Section 20 of the Colorado Constitution – Amendment One and CRS 22-32-110 (5) and CRS 22-44-115) set forth in this Agreement are subject to annual appropriation by the Board. The Board of Education may reopen the salary and benefit provisions of this Agreement by providing written notice by May 15. The parties agree to meet within five (5) days of such notice to discuss such provisions.
- 1-3 The Board through its designated representative, agrees to meet prior to the expiration of this agreement with a representative group of Campus Security employees for the purpose of conducting discussions on matters regarding the terms and conditions of employment.
- 1-4 Either the District or the Campus Security employees may request to open the meet and confer process on or before February 15, 2020 for a successor agreement.
- 1-5 The parties agree to limit the number of articles brought to the meet and confer process to no more than six (6) articles each excluding salaries and insurance.
- 1-6 Both parties agree to meet and confer in good faith. Good faith is defined as an honest attempt to resolve issues, which arise during the meet and confer process. Both parties agree to present reasonable proposals, which demonstrate educational and fiscal responsibility.
- 1-7 At any time during the term of this agreement, either party may request a meeting to discuss any issue or concern. The parties agree to meet within ten (10) days of the request to explore discuss, and explore the issue or concern. If the parties resolve the issue or concern, such resolution will be incorporated into a memorandum of understanding which shall remain in effect until the expiration of the current contract. If no resolution is achieved, the party may discuss it during successor agreement negotiations.

ARTICLE II

CONTRACT YEAR

- 2-1 Effective for the 2017-2018 school year, all Campus Security employees shall be contracted for 185 days.
- 2-2 Campus Security employees shall work the 175 student attendance days. The Principal shall assign the remaining days for coverage before school starts, after school ends or at any other time during the school year as needed at each building.

ARTICLE III

WORK HOURS

- 3-1 Campus Security work shall be scheduled on the basis of a forty (40) hour workweek, exclusive of lunch period.
- 3-2 A thirty (30) minute work-free lunch period shall be allowed at approximately midway through the work shift. If an emergency or other unusual circumstances require the employee to interrupt or miss the regular lunch period, it may be taken elsewhere during the shift as convenient with the work schedule requirements. The employee shall notify the building Principal or his or her designee regarding any change in the work schedule due to an emergency as soon as possible after the onset of the emergency.
- 3-3 Employees shall be allowed a fifteen (15) minute break period approximately midway through the first four (4) hours of the shift and again midway through the second four (4) hours of the shift. The break period is intended to be a recess to be preceded and followed by an extended work period. It shall not be used to cover an employee's late arrival to or early departure from work or to extend the lunch period, nor may it be accumulative if not taken. Employees shall not be permitted to leave the building site during their break periods.
- 3-4 Work schedules, (including times for breaks and lunches), special orders and assignments shall be determined by the building Principal or his or her designee.
 - 3-4-1 Whenever reasonably possible the employee will be given at least two weeks' notice of any change in his/her normal work schedule.
- 3-5 The District, in its sole discretion, may transfer an employee permanently or temporarily to a position at another building or department. The employee's salary may be adjusted commensurate with the new position as described in Article VIII.
- 3-6 Time and one-half of the Campus Security employee's regular rate of pay shall be paid for work performed in excess of forty (40) hours within the employee's standard workweek, Sunday through Saturday.
 - 3-6-1 Compensatory time off may be given in lieu of overtime if mutually agreeable to the employee and the supervisor. Such compensatory time shall be at time-and-one-half.
 - 3-6-1-1 Compensatory time must be used within two pay periods of the time it was earned or it shall be converted to overtime pay.
- 3-7 No overtime will be paid unless the overtime is approved in advance by the Principal or his or her designee. When an emergency or other unexpected incident causes a Campus Security employee to work beyond his or her scheduled workday, the incident and additional time must be reported to the Principal or his or her designee immediately. The Principal or his or her designee shall have sole discretion in granting the overtime request. The Principal may adjust the amount of time if unreasonable considering the situation that caused the overtime to be incurred.
- 3-8 Except for emergency overtime, employees shall have the right to refuse overtime.
- 3-9 Overtime shall be distributed as equitably as possible.

ARTICLE IV

CONFLICT RESOLUTION

4-1 PURPOSE

4-1-1 As problems arise, good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this article is to secure, at the lowest administrative level, equitable solutions to the problems which may from time to time arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

4-2 PROCEDURE

4-2-1 Employee complaints alleging discriminatory treatment by the District based on the complainant's age, religion, national origin, sex, race, marital status, or disability may be filed under the District's procedures for resolving discrimination complaints.

4-3 INFORMAL MEETING

4-1-1 Whenever an employee feels that there has been a violation, misinterpretation, or inequitable application of the Education Support Personnel Work Rules or the articles in this agreement, the employee is encouraged to request an informal meeting along with a list of the concerns in writing to the Principal or his or her designee within ten (10) work days of the alleged violation. With the intent of securing a resolution, a meeting shall take place when all parties are available within five (5) work days, if feasible, of receiving the written concerns.

4-1-1-1 The outcome of the informal meeting shall be reduced to writing and signed by the parties at the conclusion of the meeting.

4-1-1-2 If the parties are unable to resolve the issue at the informal meeting, the complainant may request a conflict resolution session.

4-1-1-3 If an employee is suspended, the informal meeting shall be held within five (5) work days of the initial date of the suspension.

4-4 CONFLICT RESOLUTION:

4-4-1 The request for a conflict resolution session must be made in writing with a copy of the outcome of the informal meeting attached. The written request shall include the date and a brief description of the circumstances giving rise to the complaint, and refer specifically to the article and section of this agreement which is alleged to have been violated, misinterpreted or inequitably applied.

4-4-2 Such request shall be made to the Director for Human Resources within five (5) work days of the informal meeting.

4-4-3 The Director for Human Resources shall have ten (10) work days to respond to the employee and appropriate administrator with a scheduled time and date for conflict resolution. Reasonable effort shall be made to have the conflict resolution session occur within thirty (30) calendar days of receipt of the written request for a conflict resolution session.

4-5 If the complaint is not satisfactorily resolved at the conflict resolution level, the Campus Security employee may appeal the matter to the administrator in charge of Human Resources for review. The decision of the Director for Human Resources shall be final.

ARTICLE V

INSURANCE

5-1 HEALTH, DENTAL AND VISION INSURANCE:

5-1-1 INSURANCE COMMITTEE: The District and the Association(s) agree that the District will utilize an insurance committee of no more than 20 employees. This committee shall determine the insurance benefit programs and make recommendations to the Board through the Superintendent. This committee will consider matters concerning all insurance issues such as, but not limited to, plan design, coverage, and the cost effectiveness of the offerings. Specific contributions toward the cost of coverage shall be determined through negotiations between the District and the Association(s).

The committee shall forward recommendations that are approved by the majority, to the Board of Education, through the Superintendent, along with a minority report, if one exists. One-half of these members shall be selected by the Association(s) to represent the Association(s), and one-half of these members shall be selected by the District to Represent the District. This Committee shall set ground rules, undergo training, and shall meet a minimum of once per month. The committee can meet twice monthly if voted on by the majority of the committee.

The Association(s) and the District each shall designate a Co-Chair. The Co-Chairs will set the agenda, review minutes, plan trainings, and any and all other duties as assigned by the committee.

The District will provide clerical support for the committee to take and distribute minutes, agendas, calendar of meetings, and any other relevant information. Two weeks prior to the meeting, an e-mail reminder, with minutes of the last meeting, and a request for agenda items will be sent out.

5-1-2 HEALTH, DENTAL, AND VISION PLAN

5-1-2-1 Effective September 1, 2017, the District shall contribute up to \$470 per employee per month toward health, dental and vision insurance plans provided by the District. The actual contribution shall not exceed the full cost of the coverage selected by the employee. The contribution shall be remitted to the District's health, dental and vision insurance carriers.

5-1-2-2 The parties agree that health, dental and vision benefits for Campus Security employees shall be the same as for other groups and associations of the District. Any changes resulting from Insurance Committee recommendations and/or from Association negotiations shall be passed onto Campus Security employees in the same manner as other groups and associations.

5-1-2-3 In the event that the employee's spouse is a District employee, the District will contribute up to \$470 for each spouse toward the cost of full family coverage or employee and spouse coverage, whichever applies.

5-2 LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT:

5-2-1 The Board shall provide at District expense for each eligible active full-time employee on employment contract a group life policy, a dependent group life insurance policy and an accidental death and dismemberment policy.

5-2-2 EMPLOYEE LIFE INSURANCE: The amount of coverage shall be in accordance with annual earnings and shall be determined annually each September 1. Annual earnings shall not include overtime pay, bonuses, or other special compensation.

LIFE INSURANCE BENEFIT:

Two (2) times annual earnings, rounded to the next lower multiple of \$100, if not already a multiple of \$100. The maximum amount is \$500,000.

5-2-3 The amount of coverage shall be in accordance with annual earnings and shall be determined annually each September 1. Annual earnings shall not include overtime pay, bonuses, or other special compensation.

GROUP DEPENDENT LIFE INSURANCE

The dependent life insurance schedule provides dependent coverage only during the employee's active years of full-time employment in the District. An employee covered by the group life policy and the accidental death and dismemberment policy cannot also be treated as a dependent under the group dependent life insurance schedules; therefore, with husband and wife teams, it is not possible to insure each other. In such cases where there are eligible children, they will be insured as the dependent children of one parent or the other, but not both.

GROUP DEPENDENT LIFE INSURANCE SCHEDULE

FOR FULL-TIME AND ACTIVE EMPLOYEES

Spouse:	Not employed in District.....	\$1,000
Children:	Live birth through age 19 or if full time college student, through age 24.	
	Covered amount per child	\$1,000

5-3 TAX SHELTERED ANNUITY: A voluntary tax sheltered annuity program shall be available for employees who choose to participate with any of the companies approved by the District.

ARTICLE VI

LEAVE

- 6-0 When an employee is or expects to be absent from work for five (5) consecutive work days or more, the employee shall contact the Director for Human Resources for determination of official leave provided under the terms of this agreement.
- 6-1 ANNUAL EXCUSED LEAVE
- 6-1-1 Full-time contracted employees on active duty the first day of the current contract year shall accrue twelve (12) workdays of annual excused leave with full salary in each contract year.
- 6-1-1-1 If the employee's effective date of employment is after the beginning of the current contract year, the employee shall accrue one (1) day of annual excused leave for each full month of employment during the contract year.
- 6-1-1-2 Employees who are under contract for less than full-time shall be granted annual excused leave on a pro rata basis.
- 6-1-1-3 Employees who have no accumulated excused leave the first day of the current contract year shall be granted month by month one (1) day of annual excused leave for each full month of employment during the contract year. In the event an employee has exhausted his accumulated excused leave because of an unforeseen, prolonged illness, that employee shall be granted annual excused leave in accordance with 6-1-1-1.
- 6-1-2 The annual excused leave granted during each current contract year may be used for the following purposes:
- 6-1-2-1 Personal Medical Disability - The annual excused leave may be used for medical disability of an employee.
- 6-1-2-2 Immediate Family Medical Disability or Death - The annual excused leave granted may be used for medical disability or death in the employee's immediate family which shall only include the employee's mother, father, brothers, sisters, spouse, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild or any person permanently living in the employee's home.
- 6-1-2-3 Bereavement Leave - A total of up to five (5) annual excused leave days may be used on an as needed basis for the death of other relatives, which shall only include relatives of the employee and spouse.
- 6-1-2-4 Childbirth/Child Adoption An employee may use excused leave for the birth or adoption of a child in accordance with the Family Medical Leave Act (FMLA).
- 6-1-2-5 Personal Leave – see article 6-6
- 6-2 ACCUMULATED EXCUSED LEAVE
- 6-2-1 Unused annual excused leave shall be accumulated from year to year.

- 6-2-2 Accumulated excused leave may be used for the following purposes
 - Personal Medical Illness or Disability
 - Medical Illness, Disability, or Death in the Immediate Family
 - Death of Other Relative
 - Childbirth/Child Adoption
 - 6-2-3 Accumulated excused leave may be used by the employee only after the current year's annual excused leave is exhausted.
 - 6-2-4 The date of resignation for employees who resign or retire because of medical disability shall be the same workday long term disability has been approved. Employees shall be compensated for any remaining accumulated excused leave days regardless of years of service or number of accumulated days.
 - 6-2-5 Excused leave shall be charged on the basis of one quarter hour increments for each portion of an hour used.
 - 6-2-6 An employee absent from work for any reason shall notify the immediate supervisor and shall call the absence tracking system. A salary deduction shall be charged to the employee who returns to work and does not serve the proper notification as stated in the employee's work rules.
 - 6-2-7 After the annual excused leave is used, absences not covered by accumulated excused leave or unexcused absences shall be deductible at the employee's current daily rate of pay for each day of absence.
 - 6-2-8 Employees absent from work for five (5) consecutive days or more due to medical disability or for doctor appointments shall be required at the request of the District to furnish a physician's statement stating the nature and anticipated duration of the employee's absence. Employees shall not be permitted to return to work until the physician's statement is presented to the immediate supervisor. Employees shall follow department procedures for reporting absences from work.
- 6-3 MEDICAL LEAVE
- 6-3-1 Employees who are medically disabled and unable to continue work and have exhausted their excused leave benefits or desire not to use accumulated leave may be granted a medical leave of absence without salary for a period not to exceed six (6) months. Verification of medical disability by a licensed physician shall be required.
 - 6-3-1-1 Medical leave without salary and fringe benefits may be renewed by the Board upon the recommendation of the superintendent for an additional twelve (12) month period.
 - 6-3-1-2 If the employee returns to work during the twelve (12) month renewal period provided in 6-3-1-1, the employee shall be assigned at such time as a vacancy is open for which the employee is qualified. When two (2) or more employees returning from medical leave are qualified for a single opening, the employee who has been on medical leave the longest shall receive first consideration. If the terms of the medical leave are identical, then experience, length of service, qualifications, and special skills will be some of the relevant factors in filling such vacancies.

6-3-2 When employees on medical leave are able to return to work, they shall be reinstated on the Campus Security Salary Schedule at the step they were when they were granted such leave.

6-3-2-1 Before returning to work the employee shall be required to submit to the Director for Human Resources and a copy to the immediate supervisor, a physician's certificate of fitness to work.

6-4 PARENTAL LEAVE

6-4-1 Parental leave without salary and fringe benefits, except health insurance as required by law, may be granted to employees for the purpose of child rearing, child care, or adoption.

6-4-2 Parental leave may be granted for a period of time not to exceed a maximum of two (2) consecutive contract years.

6-4-3 At the request of the Director for Human Resources, the granting of parental leave requires evidence of need.

6-4-3-1 If the parental leave request is refused by the Director for Human Resources, the employee may appeal to the administrator in charge of Human Resources based upon written professional recommendation.

6-4-4 Return from parental leave shall be according to positions and vacancies available for which the person is qualified. When two (2) or more employees returning from parental leave are qualified for a single opening, the employee who had been on parental leave the longest shall receive first consideration. If the terms of the parental leave are identical, then experience, length of service, qualifications, and special skills shall be some of the salient factors in filling such vacancies.

6-4-5 Notice of intent to return from parental leave shall be given to the Office of Human Resources at least thirty (30) days prior to the time the employee requests to return to work.

6-4-6 Upon return from parental leave, the employee shall be reinstated on the Campus Security Salary Schedule at the step they were when they were granted such leave.

6-5 MILITARY LEAVE

6-5-1 Employees of Pueblo School District No. 60, who are members of the National Guard or any other component of the military forces of the state now or hereafter organized or constituted under state or federal laws, or who shall be members of the reserve forces of the United States now or hereafter organized or constituted under federal law, shall be entitled to paid leave of absence from their employment under the following conditions: (1) an employee must submit a request for leave of absence accompanied by a statement from the commanding officer requesting such leave, and (2) at the completion of the training or active service ordered, the employee must submit a statement from the commanding officer of satisfactory service performed and rate of pay received for such service. In accordance with state and federal law, the School District shall then reduce the employee's District salary by a like amount. No loss shall be incurred for vacation, excused leave, or other benefits for all the time the employee is engaged with such organization or component in training or active service ordered or authorized by proper authorities

pursuant to law, whether for federal or state purposes, but not to exceed fifteen (15) days in any calendar year.

6-5-2 Such leave shall not be allowed unless the employee (1) returns to their position immediately on being relieved from such military service and no later than the expiration of the time herein limited for such leave, (2) is prevented from so returning by physical or mental disability or other cause not due to their own fault, and (3) is required by proper authority to continue in such military service beyond the time herein limited for such leave.

6-5-3 The employee must request a leave of absence when military training or duty (active or inactive) will conflict with civilian employment. The District shall adhere to the appropriate Veterans' Re-employment Rights Law and State, Federal and Military laws.

6-6 PERSONAL LEAVE

6-6-1 Excused leave may be used for personal purposes. A Campus Security employee must notify their immediate supervisor of intention to take such leave.

6-6-1-1 If possible, the employee shall notify the immediate supervisor in writing of the intention to use personal leave at least one (1) week in advance of absence.

6-6-1-2 Personal leave shall not be taken the first or last day of each semester or the last workday before or the first workday after a holiday or vacation period.

6-6-2 To ensure continuity of the educational program and building needs, requests for personal leave may be denied as determined by the building principal. Personal leave is not intended to be used for vacation, recreation or to earn other income.

6-7 JURY DUTY

6-7-1 An employee shall be granted leave for jury duty as provided for by law. Proof of jury service shall be required before legal leave is authorized.

6-7-2 The employee shall be subject to a salary deduction equal to the amount of compensation received for serving on a jury panel unless the employee turns over to the District any payment received for jury service.

6-7-3 Such time shall not be charged against excused leave.

6-7-4 An employee shall return to work within one hour after being released from jury duty unless excused by their immediate supervisor.

6-8 WORK ATTENDANCE AND LEAVE REIMBURSEMENT

6-8-1 The District shall pay the employee for each unused annual excused leave day for the annual accrual period commencing September 1 and ending August 31.

6-8-2 Each Campus Security employee shall be paid by the District at the rate of \$10 per day for each of the current contract year unused annual excused leave days. Unused annual excused leave shall be added to the employee's accumulated excused leave.

6-8-3 Accumulated excused leave may be used by the employee only after the current year's annual excused leave is exhausted.

6-8-4 Payment shall be issued as part of the December payroll check of the same calendar year.

- 6-8-5 Employees who are under current contract for less than one full year shall be granted annual excused leave on a pro-rata basis.
- 6-8-6 Employees retiring or resigning shall be entitled to cash payment of \$25 for each day of accumulated leave provided they have a minimum of twenty (20) years of service.
 - 6-8-6-1 Employees retiring or resigning shall not have access to paid leave during the final ten (10) days of employment.
- 6-9 WORK-RELATED ACCIDENTS OR ILLNESS MEDICAL PROVIDER
 - 6-9-1 All employees incurring a work related accident or illness shall be directed to medical providers as designated by the District.
 - 6-9-2 The employee must submit a first report of injury signed by the supervisor to the Director for Human Resources within four (4) days of the time that the employee first becomes aware of the injury.
 - 6-9-3 Within one (1) workday of a visit to the physician, the Workers' Compensation injury report or other documentation from the physician must be delivered to the Office of Human Resources and a copy to the immediate supervisor.
- 6-10 WORK RELATED INJURY OR ILLNESS LEAVE
 - 6-10-1 Employees temporarily absent from work and unable to perform their regular or modified duties as a result of personal injury incurred in the scope and course of their employment shall be deemed to be on injury leave until they are able to resume their duties. Employees on injury leave shall receive their statutory benefits available under the Workers' Compensation Act of Colorado.
 - 6-10-1-1 EACH CONTRACT YEAR, employees temporarily absent from work and unable to perform their duties as a result of a personal injury incurred in the scope and course of their employment, as verified in a written statement from the District's designated physician concerning the employee's inability to return to work, shall receive a maximum of twenty (20) days of injury leave at their regular salary less workers compensation temporary disability benefits by endorsing their Workers' Compensation check to the District. These days will not be chargeable against excused leave.
 - 6-10-1-2 Employees who have returned to work may use excused leave for medical appointments that occur during work hours provided they are required by the District's Workers' Compensation designated medical providers or their referrals, and may also receive workers compensation disability benefits when applicable.
 - 6-10-2 The District will have the right to recover Workers' Compensation temporary disability benefits otherwise due the employee for any period the District pays full salary.
 - 6-10-3 Injury leave shall be authorized only in those cases in which a report of accident form has been initiated by the employee as required by the Workers' Compensation Act of Colorado and the employee has a written statement from the District's designated physician concerning the employee's treatment and inability to return to work.

- 6-10-4 An employee shall be denied injury leave if the employee did not suffer a job-related injury or if the insurance carrier makes a finding of no liability.
- 6-10-4-1 The employee shall arrange for annual excused leave, vacation or leave without pay or benefits as provided in this agreement for injuries occurring off the job.
- 6-10-5 Employees on injury leave shall not be compensated for annual excused leave or holiday benefits unless the injury is not compensated by the Workers' Compensation Act of Colorado.
- 6-10-6 The District shall continue to contribute the District's share of the employee's health/dental premium for a maximum of six (6) calendar months for employees on an authorized injury leave.
- 6-10-7 The employee shall be responsible to make timely payments for the shortfall in health/dental premiums in accordance with time schedules prescribed by the Payroll Department.
- 6-10-8 Employees shall not accrue vacation or annual excused leave while on injury leave. Employees released to return to work on a half-time basis shall accrue one-half of their normal accruals of vacation and annual excused leave as provided in this agreement.
- 6-10-9 During the period that an employee receives injury leave, the employee must provide the Office of Human Resources and the employee's immediate supervisor at least a weekly medical status report.
- 6-10-9 The District may assign employees to light or modified duty when prescribed by the district's Workers' Compensation medical provider.
- 6-11 PERA SHORT TERM DISABILITY
- An employee who is unable to perform the essential functions of his/her position with reasonable accommodations but who is not totally and permanently disabled from gainful employment, may elect to use available excused leave, or unpaid leave of absence as set forth in Article 6 of this Agreement or he/she may apply for short-term disability through PERA.
- 6-12 Employees who are unable to work and have expended their excused leave and personal leave are required to make application for official District leave without pay through the Office of Human Resources.
- 6-13 Family Medical Leave Act of 1993 (FMLA)
- 6-13-1 FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for their employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.
- 6-13-2 FMLA leave may be granted for any of the following reasons:
- To care for the employee's child after birth, or placement for adoption or foster care;
 - To care for the employee's spouse, son or daughter, or parent who has a serious health condition, or

- For a serious health condition that makes the employee unable to perform the employee's job.
- At the employee or employer's option, certain kinds of paid leave may be substituted for unpaid leave.

6-13-3 The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- The employee ordinarily must provide 30 days' advance notice when the leave is "foreseeable."
- An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work.

6-13-4 For the duration of FMLA leave, the District must maintain the employee's health coverage under any group health plan.

6-13-5 Upon return from FMLA leave, the employee will be placed in a position in accordance with Article 6-4-4 or Article 6-3-1-2, whichever applies.

6-13-6 The use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

6-13-7 FMLA may be taken on an intermittent or reduced schedule.

6-13-8 Application forms and detailed information are available in the Office of Human Resources.

6-14 SICK LEAVE BANK

6-14-1 A Sick Leave Bank will be created for the use of benefitted employees who join the bank by making a non-refundable voluntary contribution to the bank. New hires may become eligible by contributing to the Sick Leave Bank in the first 30 calendar days of employment by contacting Human Resources for the donation form. After the first year, there will be an open enrollment period during the month of September each year when new members will be accepted.

6-14-1-1 An employee who wishes to join the Sick Leave Bank must annually contribute one (1) excused leave day to the Bank. The day will be assessed against the employee's excused leave day account and added to the Sick Leave Bank on October 1 of the year the employee enrolls in the Bank.

6-14-1-2 A Sick Leave Bank Board shall be appointed to alternating two-year terms each school year by May 1st for the upcoming year. The Board will be composed of four (4) employees appointed by the Associations and four (4) administrators appointed by the District and will manage the use of the Sick Leave Bank.

6-14-1-3 The Sick Leave Bank Board will be responsible for reviewing applications to use days from the Bank, and approval or denial of such requests.

6-14-1-4 The Sick Leave Bank Board shall notify each applicant in writing of approval or denial of request and the reason thereof within ten (10) school days. Decisions of the Bank Board shall be final and binding and shall not be grievable.

- 6-14-1-5 An employee who is a member of the Sick Leave Bank may apply to use days from the Bank under the following conditions:
- 6-14-1-6 The applicant must first use all of his/her own accumulated excused leave days and vacation days before he/she is eligible to apply to the Bank for additional days.
- 6-14-1-7 An employee may apply to use up to thirty (30) days from the Bank for an unexpected catastrophic event.
- 6-14-1-8 An employee may not use more than sixty (60) days in any three (3) year period.
- 6-14-1-9 Days may not be awarded in excess of the number of days remaining in the Bank at the time the request is granted. If days in the bank drop to a balance of two hundred (200) days, Sick Leave Bank members will be asked to contribute one (1) additional day on the appropriate authorization form. Days contributed to the Sick Leave Bank cannot be subsequently refunded.
- 6-14-1-10 Additional days may not be assessed against members of the Sick Leave Bank without prior approval from the Sick Leave Bank Board.
- 6-14-2 The Sick Leave Bank Board shall maintain meeting times and minutes of all proceedings, as well as a record of all decisions made for use of Sick Leave Bank days. Confidential information related to a staff member's health will not be available for public review.
- 6-14-3 If applicable, each application must be accompanied by a doctor's statement certifying that the employee is unable to work. The Board may request additional documentation. The Sick Leave Bank shall not be used for elective surgery, or to extend normal maternity leave, and may not be used when any other program or benefit (SS, PERA, etc.) is also being used.
- 6-14-4 Sick Leave Bank activity including number of days in the Bank, days used, and days added from new and existing members shall be reported to the Executive Director for Human Resources and the several Associations on a semi-annual basis in January and June for the periods ending December 31st and May 31st each year. The Sick Leave Bank account may be subject to audit by the District or the Association upon request, with copies provided to the other party upon completion of an audit.
- 6-14-5 Application forms and other documents necessary for the administration of the Sick Leave Bank shall be developed by the Bank Board and revised as needed.
- 6-14-6 Applications to use days from the Sick Leave Bank shall be submitted to the Office of Human Resources. The Office of Human Resources will forward such applications to the Bank Board for review and decision. A copy of the application and final authorization will remain on file in the Office of Human Resources.
- 6-14-7 Employees who are retiring or leaving the District may contribute unused sick leave to the Sick Leave Bank at the time of their retirement or resignation.

ARTICLE VII

WORK STOPPAGE

- 7-1 In the event of a strike, work stoppage, withholding of services or any related concerted action by an employee or group of employees in Pueblo School District No. 60, Campus Security employees, upon the direction of their immediate supervisors, shall report to their work sites and perform such responsibilities and duties as shall be assigned by the building Principal or his/ her designee.

ARTICLE VIII

COMPENSATION

- 8-1 Salaries and benefits will be opened each year in accordance with Colorado state law. The awarding of steps and longevity is not guaranteed each year and will be determined by the Board of Education.
- 8-2 The Campus Security Meet and Confer agrees to a 1% across the board (ACB) salary increase to the salary schedule for the 2017-18 school year.
- 8-3 Campus Security employees agree that steps on a salary schedule do not equate to years of service. When applicable, a step increase shall be granted to employees who complete a minimum of one-half (1/2) of their contract work year during the previous twelve (12) month period. The Campus Security employees agree that one step (when applicable to the previous sentence) will be awarded to employees in the 2017-18 year.
- 8-4 Campus Security employees shall receive a car allowance equal to \$50 per month paid over a twelve-month period.
- 8-5 As long as the District mandates the wearing of Campus Security uniform shirts, the District will provide five shirts to all Campus Security employees on a yearly basis by September 30 each year. Campus Security employees shall receive an annual stipend of \$150 for upkeep of the five shirts provided yearly by the District and damage to their personal property. The stipend shall be paid in December each year.
- 8-6 Campus Security employees who have completed consecutive years of full-time service with Pueblo School District No. 60 as a Campus Security employee shall receive the following longevity pay.
- | | |
|------------------------|-------|
| 10 to 14 Years..... | \$200 |
| 15 to 19 Years..... | \$400 |
| 20 to 24 Years..... | \$600 |
| 25 Years or More | \$800 |

SALARY SCHEDULE

September 1, 2017 – August 31, 2018

STEP	SALARY
1	\$23,321
2	\$24,137
3	\$24,982
4	\$25,856
5	\$26,761
6	\$27,697
7	\$28,668
8	\$29,671
9	\$30,709
10	\$31,784
11	\$32,896
12	\$34,047
13	\$35,239
14	\$36,472
15	\$37,749

September 1, 2018 – August 31, 2019

STEP	SALARY
1	\$23,846
2	\$24,680
3	\$25,544
4	\$26,438
5	\$27,363
6	\$28,320
7	\$29,313
8	\$30,339
9	\$31,400
10	\$32,499
11	\$33,636
12	\$34,813
13	\$36,032
14	\$37,293
15	\$38,598

September 1, 2019 – August 31, 2020

STEP	SALARY
1	\$24,631
2	\$25,492
3	\$26,384
4	\$27,308
5	\$28,263
6	\$29,252
7	\$30,277
8	\$31,337
9	\$32,433
10	\$33,568
11	\$34,743
12	\$35,958
13	\$37,217
14	\$38,520
15	\$39,868

ARTICLE IX

REDUCTION IN FORCE LAYOFF AND RECALL

- 9-1 In the event of layoff, the Campus Security employees with the least District seniority shall be selected for the layoff.
- 9-2 Campus Security employees who have been subject to a layoff shall have the right to be recalled to a position, which they previously held, but not necessarily at the same site within the District for one (1) calendar year from the date of layoff. When positions become available in areas previously reduced, the District shall recall laid off Campus Security employees according to the needs of the District. The recall of the Campus Security employees shall be on the basis of:
1. competencies based upon the evaluation of the employee by the evaluator,
 2. qualifications, and
 3. seniority.
- In the event that competencies and qualifications are equal, seniority shall prevail.

ARTICLE X

WORK RULES

- 10-1 Campus Security employees are subject to the policies and rules contained in the District Education Support Personnel Work Rules Booklet.
- 10-2 Campus Security employees shall be regarded as probationary employees during the first year of employment in the District. Probationary employees may be discharged or non-renewed at the discretion of the District with or without cause.
- 10-3 The District shall retain the sole right to establish, adopt, publish, change, amend and enforce the rules and policies for employees to follow, not in conflict with the terms of this Agreement.
- 10-4 The District shall retain the right to warn, reprimand, lay off, discharge, demote, and transfer any and all Campus Security employees who violate these policies and rules.

ATTESTATION

THE PROVISIONS OF THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE first DAY OF SEPTEMBER, 2017, AND ALL PROVISIONS OF THIS AGREEMENT SHALL REMAIN AND CONTINUE IN FULL FORCE AND EFFECT THROUGH THE THIRTY-FIRST DAY OF AUGUST, 2020.

IN WITNESS WHEREOF, THE PARTIES HEREUNTO SET THEIR HANDS AND SEALS THIS
24TH DAY OF OCTOBER, 2017.

Pueblo School District No. 60
in the County of Pueblo
and State of Colorado

CAMPUS SECURITY

By SIGNATURE ON FILE
President, Board of Education

By SIGNATURE ON FILE
President, Campus Security

By SIGNATURE ON FILE
Vice President, Board of Education

By SIGNATURE ON FILE
Vice President, Campus Security

Memorandum of Understanding

Campus Security and Pueblo School District No. 60

May 2018

The Parties mutually agree that the following is a complete list of the agreed-upon revisions to their Meet and Confer Agreement fully and finally settling the 2018-19 round of meet and confer discussions between Pueblo School District 60 and Campus Security:

1. Steps for the 2018-19 school year will be awarded beginning September 2018; and
2. An across-the-board Increase of 2.25% will be applied to and has been included in the Campus Security salary schedule, attached and incorporated herein as Appendix A, and will apply to members of the bargaining unit beginning September 2018; and
3. Effective September 1, 2018, the District shall contribute up to \$520 per employee per month toward health, dental, and vision insurance plans provided by the District. The actual contribution shall not exceed the full cost of the coverage selected by the employee. The contribution shall be remitted to the District's health, dental, and vision insurance carriers.

PUEBLO CITY SCHOOLS
in the County of Pueblo
and State of Colorado

ASSOCIATION OF
CUSTODIAL AND MAINTENANCE
EMPLOYEES

By SIGNATURE ON FILE
President, Board of Education

By SIGNATURE ON FILE
President, Campus Security

Date 5/22/2018

Date 5/16/2018

By SIGNATURE ON FILE
Vice President, Board of Education

By SIGNATURE ON FILE
Vice-President, Campus Security

Date 5/22/2018

Date 5/16/2018

Memorandum of Understanding

Campus Security and Pueblo School District No. 60

July 2019

The Parties mutually agree that the following is a complete list of the agreed-upon revisions to their Meet and Confer Agreement fully and finally settling the 2019-20 round of meet and confer discussions between Pueblo School District 60 and Campus Security:

1. The parties have agreed that no steps will be awarded for the 2019-20 school year; and
2. An across-the-board Increase of 3.29 % will be applied to and has been included in the Campus Security salary schedule, attached and incorporated herein as Appendix A, and will apply to members of the bargaining unit beginning September 2019.

PUEBLO SCHOOL DISTRICT NO. 60
in the County of Pueblo
and State of Colorado

CAMPUS SECURITY

By SIGNATURE ON FILE
President, Board of Education

By SIGNATURE ON FILE
President, Campus Security

Date 7/30/2019

Date 7/24/2019

By SIGNATURE ON FILE
Vice President, Board of Education

By SIGNATURE ON FILE
Vice-President, Campus Security

Date 7/30/2019

Date 7/24/2019

Memorandum of Understanding

Campus Security and Pueblo School District No. 60

May 2019

The parties mutually agree to the following revisions to the Meet and Confer Agreement to implement a four-day school week that will go in to effect in the 2019-20 school year beginning July 1, 2019 and expiring June 30, 2020.

- Employees represented by this agreement will work four, nine hour "Workdays" each week, exclusive of a 30 minute duty-free lunch, as determined by district work calendars.
- The "Contract Work Year" will be reduced from 185 days to 154, 9 hour days and four (4) four hour work days for the duration of this agreement.
- Full-time security guards who have been contracted by the first working day of the school work year shall receive excused leave with full pay for eleven (11) days (9 hours/day) in the school work year.
- Employees retiring or resigning shall be entitled to a cash payment of twenty-nine (\$29) for each day of accumulated leave provided they have a minimum of twenty (20) years of service.
- Employees' hourly pay rates will be adjusted to reflect the annual salary divided by the number of Contract Work Days and that daily rate divided by the number of hours in a Workday.
- Parties agree to meet no later than May 15, 2020 to discuss possible adjustments and extension for the 2020-2021 school year.

PUEBLO SCHOOL DISTRICT NO. 60
in the County of Pueblo
and State of Colorado

CAMPUS SECURITY

By SIGNATURE ON FILE
President, Board of Education

By SIGNATURE ON FILE
President, Campus Security

Date 5/21/2019

Date 5/20/2019

By SIGNATURE ON FILE
Vice President, Board of Education

Date 5/21/2019