

# **MEET AND CONFER AGREEMENT**

**BETWEEN**

**PUEBLO SCHOOL DISTRICT NO. 60**

**IN THE COUNTY OF PUEBLO**

**AND**

**STATE OF COLORADO**



**PUEBLO**  
**SCHOOL DISTRICT 60**  
*Educating for Purpose and Impact*

**AND THE**

**Document Services  
Center Employees**

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

# PUEBLO SCHOOL DISTRICT 60

315 W. 11th Street  
Pueblo, Colorado 81003

## BOARD OF EDUCATION

Barbara Clementi .....President  
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.

# TABLE OF CONTENTS

Article		Page
1	Definitions.....	1
2	Agreement.....	1
3	Complaint Procedure.....	2
4	Work Rules.....	3
5	Leave Policy.....	4
6	Holidays and Vacation.....	13
7	Insurance.....	14
8	Hours of Work.....	16
9	Overtime.....	17
10	Seniority.....	18
11	Reduction In Force and Recall.....	18
12	Job Postings.....	19
13	Work Stoppage.....	19
14	Salaries.....	20
	Appendix A.....	21
	Attestation.....	22
MOU	May 2018.....	23
MOU	July 2019.....	24
MOU	Four-Day Week.....	25



# ARTICLE ONE

## DEFINITIONS

- 1-1 The term **EMPLOYEE(S)** as used in this Agreement shall refer to full time employees assigned to the Document Services Center (Document Services).
- 1-2 The term **BOARD** shall mean the Board of Education of Pueblo School District No. 60, County of Pueblo, State of Colorado.
- 1-3 The term **SUPERINTENDENT** shall mean the Superintendent of Schools of Pueblo School District No. 60, County of Pueblo, State of Colorado, or his/her designee.
- 1-4 The term **PARTY OR PARTIES** shall mean the Board of Education of Pueblo School District No. 60, County of Pueblo, State of Colorado, or its representatives acting in its behalf, and the Document Services Employees or their representatives acting in their behalf.
- 1-5 The term **WORKDAY** shall mean that period of time when an employee is required to perform his/her duties and/or to be present at a given building or location.
- 1-6 The term **CONTRACT WORK YEAR** shall consist of two hundred sixty-one (261) workdays less holidays and earned vacation for twelve (12) month employees.

## **ARTICLE TWO AGREEMENT**

- 2-1 This Meet and Confer agreement will remain in effect for the period of September 1, 2017 to August 31, 2020.
- 2-2 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, of each year. The parties agree to meet within five (5) days of such notice to discuss such provisions.
- 2-3 The Board, through its designated representative, agrees to meet prior to the expiration of this agreement with a representative group of Document Services Employees for the purpose of conducting discussions on matters regarding the terms and conditions of employment.
- 2-4 Either the District or the Document Services employees may request to open the Meet and Confer process after January 15, but before February 1, 2020, for a successor agreement.
- 2-5 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.
- 2-6 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.
- 2-7 This Agreement supersedes any previous written Agreement between the Board and the Document Services Employees and constitutes the entire written Agreement between the parties.
- 2-8 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 THREE**

### **COMPLAINT PROCEDURE**

- 3-1 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 problems which may arise from time to time in the Document Services Center. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- 3-2 In an effort to assure favorable communications and maintain a high degree of morale, the following procedure is established for resolving complaints involving a member of the Document Services staff.
  - 3-2-1 The complaint shall first be discussed with the employee's immediate supervisor in an effort to resolve the problem.
  - 3-2-2 If the complaint is not satisfactorily resolved at the immediate supervisory level, the employee shall discuss the matter with next supervisory level above the Document Services Center.
  - 3-2-3 If the complaint is not satisfactorily resolved at the next supervisory level under 3-2-2, the employee shall discuss the matter with the Director for Human Resources.
  - 3-2-4 If the complaint is not satisfactorily resolved at the Director for Human Resources level, the employee shall then appeal the matter to the Assistant Superintendent of Human Resources.
- 3-3 If an employee chooses to submit a signed complaint in writing at any level under article 3-2, a written response will be provided to the employee making the complaint addressing how the complaint was handled and resolved within 10 working days.
  - 3-3-1 If the complaint involves another employee, the employee(s) named in the complaint will be notified of the complaint and both employees will be given a copy of the written resolution.
- 3-4 In the best interest of the parties involved and to insure the highest ethical and professional standards, discussion throughout the complaint procedure shall be held in strict confidence.

## **ARTICLE FOUR WORK RULES**

- 4-1 An employee shall be regarded as a probationary employee during the entire first year of employment in the District. Probationary employees may be discharged at the discretion of and as exclusively determined by the District, and such action shall not be permitted a review through the complaint procedure.
- 4-2 The District shall retain the sole right to establish, adopt, publish, change, amend, and enforce rules and policies for employees to follow, not in conflict with the terms of this Agreement.
- 4-3 The District shall retain the right to warn, reprimand, lay off, and transfer any and all employees who violate these policies or rules, and such action may be permitted a review through the complaint procedure.
- 4-4 The District shall retain the right to discipline, discharge, demote, suspend, and issue letters of reprimand for just cause to any and all employees. Employees shall receive a copy of all written disciplinary actions or reprimands.
- 4-5 An employee shall be notified of any disciplinary action or reprimand. The employee has the right to provide a written rebuttal within five (5) work days to the discipline or reprimand, and a copy of the rebuttal will be attached to the action.
- 4-6 District Work Rules shall be posted on the District web site. All document services employees are responsible for reading the rules and are responsible for abiding by them.
- 4-7 Evaluation of Document Services employees shall be conducted according to the performance evaluation plan developed by District administration.
- 4-8 Goals will be identified for the Document Services Center at the beginning of each year. A plan for individual and department professional development will be established to meet the goals and provide cross-training within the department.

# ARTICLE FIVE

## LEAVE POLICY

- 5-0 When an employee is or expects to be absent from work for five (5) consecutive work days or more, the employee shall contact the Office of Human Resources for determination of official leave provided under the terms of this agreement.
- 5-1 ANNUAL EXCUSED LEAVE
- 5-1-1 Employees on active duty the first day of the contract year shall accrue 15 days excused leave with full pay each year.
- 5-1-1-1 If the employee's effective date of employment is after the beginning of the current contract year, the employee shall accrue excused leave on a pro rata basis.
- 5-1-2 It shall be the responsibility of the employee to notify the immediate supervisor of any absence from the regular work assignment. Notification shall be made according to the customary and established practices and procedures used in the District.
- 5-1-3 Annual excused leave granted during each current contract year may be used for any approved purpose as listed on the "Request for Leave of Absence" card.
- 5-1-3-1 Personal Medical Disability - The annual excused leave may be used for medical disability of an employee.
- 5-1-3-2 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.
- 5-1-3-3 An employee may use up to four (4) days of excused leave for personal reasons in accordance with Article 5.3.
- 5-1-3-4 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.
- 5-1-3-5 Childbirth - An employee may use up to five (5) workdays of excused leave to be with his wife during childbirth or confinement on an as needed basis.
- 5-1-3-6 Child Adoption - An employee may use up to five (5) workdays of excused leave during child adoption proceedings on an as needed basis.
- 5-1-3-8 Leave shall be charged on the basis of one (1) hour for each hour or portion of an hour used.
- 5-1-4 Employees shall receive full salary and retain all fringe benefits for absence from work, not to exceed twenty (20) workdays, for physical injuries caused while carrying out duties and responsibilities within the scope of employment.
- 5-1-4-1 Such absence shall not be charged to the employee's annual and/or accumulated excused leave providing a physician certifies to the Director for Human Resources that the employee has been incapacitated for work resulting from injury received while carrying out job duties.
- 5-2 ACCUMULATED EXCUSED LEAVE
- 5-2-1 Unused annual excused leave shall be accumulated from year to year.

- 5-2-2 Accumulated excused leave may be used by the employee only after the current year's annual excused leave is exhausted.
- 5-2-3 The date of resignation for employees who resign or retire because of medical disability and have accrued accumulated excused leave to their credit shall be the last workday covered by excused leave earned for the current work year plus any accumulated excused leave.
- 5-2-4 Excused leave shall be charged on the basis of quarter hour increments for each portion of an hour used.
- 5-2-5 An employee absent from work for any reason shall notify the immediate supervisor when employee shall return to work. Notice of the employee's intention to return must be given to the immediate supervisor by the close of work the preceding day the employee shall return to work, in order that the immediate supervisor can make the necessary arrangements for the return.
- 5-2-6 After the annual excused leave granted for the current contract year is used, absences not covered by accumulated excused leave shall be deductible at the employee's current daily rate of pay for each day of absence.
- 5-2-7 An employee absent from work for five (5) consecutive days or more due to medical disability shall be required to furnish a physician's statement stating the general nature and anticipated duration of the employee's absence.

5-3 PERSONAL LEAVE

- 5-3-1 During each contract year, four (4) days of excused leave may be used for approved personal purposes.
- 5-3-2 If possible, the employee shall notify the immediate supervisor of Document Services in writing of the intention to use personal leave at least one (1) week in advance of absence.
- 5-3-3 Personal leave shall not be taken for vacation, recreation, or to earn other income.
- 5-3-4 Personal leave shall not be taken the first or last two weeks of each semester or the last workday before or the first workday after a holiday or vacation period.
- 5-3-5 To insure continuity of the educational program and building needs, requests for personal leave may be denied as determined by the immediate supervisor of Document Services.

5-4 MEDICAL LEAVE

- 5-4-1 Employees who are medically disabled and unable to continue work and have exhausted their excused leave benefits or desire not to use excused leave may be granted a medical leave of absence without salary for the duration of the medical disability but not to exceed a period of 90 working days. If the employee returns to work during the 90 working day period, the employee shall be placed in the previous assignment. Verification of medical disability by a licensed physician shall be required.
  - 5-4-1-1 Medical leave without salary and fringe benefits may be renewed by the Board upon the recommendation of the Superintendent for one (1) additional contract year.
  - 5-4-1-2 If the employee returns to work during the extended medical leave, 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 salient factors in filling such vacancies.

5-4-2 When employees on medical leave are able to return to work, they shall be reinstated on the Document Services Employee Salary Schedule at the level and step they were when they were granted such leave.

5-4-2-1 Before returning to work, the employee shall be required to submit to the Director for Human Resources a physician's certificate of fitness to work.

## 5-5 PARENTAL LEAVE

5-5-1 Parental leave without salary and fringe benefits may be granted to employees for the purpose of child rearing, child care, or adoption.

5-5-2 Parental leave may be granted for a period of time not to exceed a maximum of two (2) consecutive contract years.

5-5-3 At the request of the Director for Human Resources, the granting of a parental leave may require evidence of need.

5-5-3-1 If the parental leave request is refused by the Director for Human Resources, the employee may appeal to the Human Resources Office based upon written professional recommendation.

5-5-4 Return from parental leave shall be at the beginning of the contract year according to positions and vacancies available. When two (2) or more employees returning from parental leave are qualified for a single opening, the employee who has 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 programs of school involved shall be some of the salient factors in filling such vacancies.

5-5-5 Notice of intent to return from parental leave shall be given to the Director for Human Resources on or before April 1 preceding the contract year the employee requests to return to work.

5-5-6 Upon return from parental leave, the employee shall be reinstated on the Document Services Employee Salary Schedule at the level and step they were when they were granted such leave, unless they qualify for a step increase as provided under Article Fourteen – Salaries.

## 5-6 MILITARY LEAVE

5-6-1 Employees of the District who are members of the National Guard or any other component of the military forces of the state, now or hereafter organized; reserve forces of the United States, now or hereafter organized or constituted under federal law, shall be entitled to leave of absence from their employment as prescribed under the Federal Uniformed Services Employment and Reemployment Rights Act (USERRA), additionally:

- (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.

5-6-2 Such leave shall not be allowed unless the employee (1) returns to the 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.

#### 5-7 JURY DUTY

5-7-1 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.

5-7-2 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 in to the District any payment received for jury service.

5-7-3 Such time shall not be charged against excused leave.

5-7-4 An employee shall return to work within one hour after being released from jury duty unless excused by their immediate supervisor.

#### 5-8 LEGAL LEAVE

5-8-1 An employee shall be granted leave for jury duty as provided by law.

5-8-2 An employee shall be granted leave when under subpoena to testify at a legal proceeding that is not of a personal nature. An employee, if successful as a defendant in a legal proceeding that is job related, shall not be charged with absence from the District for attendance at a legal proceeding.

5-8-3 The employee shall be subject to a salary deduction equal to the amount of compensation received for serving on a jury panel.

5-8-4 Such time shall not be charged against excused leave.

#### 5-9 PROFESSIONAL LEAVE

5-9-1 Professional leave may be approved with or without expenses. If expenses are granted, reasonable and necessary expenses such as actual mileage at the current District rate, lodging, meals, registration fees, parking, and gratuities may be approved.

#### 5-10 SPECIAL LEAVE

5-10-1 Leaves of absences requested by employees for purpose not covered by this Article may be requested on an individual basis by and may be approved at the discretion of and as exclusively determined by the Board. Denial of such request or approval of such requests with stipulated conditions shall not be appealed.

#### 5-11 EXCUSED LEAVE REIMBURSEMENT

5-11-1 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.

5-11-2 Each employee shall be paid by the District at the rate of \$20.00 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.

5-11-2-1 Payment shall be issued as part of the December payroll check of the same calendar year.

- 5-11-3 Accumulated excused leave may be used by the employee only after the current year's annual excused leave is exhausted.
- 5-11-4 Employees who are under current contract for less than one full year shall be granted annual excused leave on a pro-rata basis.
- 5-11-5 Employees retiring or resigning shall be entitled to cash payment of \$30.00 for each day of accumulated leave provided they have a minimum of twenty (20) years of service.
  - 5-11-5-1 Employees retiring or resigning shall not have access to paid leave during the final ten (10) days of employment.
- 5-12 WORK RELATED ACCIDENTS OR ILLNESS MEDICAL PROVIDER
  - 5-12-1 All employees incurring a work related accident or illness shall be directed to medical providers as designated by the District.
  - 5-12-2 The employee must submit a first report of injury signed by the supervisor to the office of human resources within four (4) days of the time that the employee first becomes aware of the injury.
  - 5-12-3 Within one (1) workday of a visit to the physician, the workers compensation injury report or other documentation from the physician must be delivered deliver to the office of human resources and a copy to the immediate supervisor.
- 5-13 WORK RELATED INJURY OR ILLNESS LEAVE
  - 5-13-1 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 Worker's Compensation Act of Colorado.
    - 5-13-1-1 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 worker's compensation temporary disability benefits by endorsing their worker's compensation check to the District. These days will not be chargeable against excused leave.
    - 5-13-1-2 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 worker's compensation designated medical providers or their referrals, and may also receive worker's compensation disability benefits when applicable.
  - 5-13-2 The District will have the right to recover Worker's Compensation temporary disability benefits otherwise due the employee for any period the District pays full salary.
  - 5-13-3 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 Worker's 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.

- 5-13-4 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.
- 5-13-4-1 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.
- 5-13-5 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.
- 5-13-6 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.
- 5-13-7 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.
- 5-13-8 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.
- 5-13-9 During the period that an employee receives injury leave, the employee must provide the Director for Human Resources and the employee's immediate supervisor at least a weekly medical status report.
- 5-13-10 The District may assign employees to light or modified duty when prescribed by the District's workers' compensation medical provider.
- 5-14 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.
- 5-15 Family Medical Leave Act of 1993 (FMLA)
- 5-15-1 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.
- 5-15-2 FMLA leave may be granted for any of the following reasons:
- To care for the employees' children 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's or employer's option, certain kinds of paid leave may be substituted for unpaid leave.

- 5-15-3 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.
- 5-15-4 For the duration of FMLA leave, the District must maintain the employee’s health coverage under any “group health plan.
- 5-15-5 Upon return from FMLA leave, the employee will be placed in a position in accordance with article 5-5-4 or article 5-4-1-2, whichever applies.
- 5-15-6 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.
- 5-15-7 FMLA may be taken on an intermittent or reduced schedule.
- 5-15-8 Application forms and detailed information are available in the office of human resource.

#### 5-16 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 5 of this Agreement or he/she may apply for short term disability through PERA.

#### 5-17 SICK LEAVE BANK

5-17-1 A sick leave bank will be created for the exclusive use of benefitted employees who join the bank by making a non –refundable voluntary contribution to the bank. For the first year, open enrollment will be during the months of August through October. After the first year, there will be an open enrollment period during the month of September each year when new members will be accepted. Employees hired after September 30 may elect to join the Bank within thirty (30) days of their hire dates.

5-17-1-1 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.

5-17-1-2 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.

5-17-1-3 The Sick Leave Bank Board will be responsible for reviewing applications to use days from the Bank, and approval or denial of such requests.

5-17-1-4 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.

- 5-17-1-5 An employee who is a member of the Sick Leave Bank may apply to use days from the Bank under the following conditions:
- 5-17-1-6 The applicant must first use all of her own accumulated excused leave days before she is eligible to apply to the Bank for additional days.
- 5-17-1-7 An employee may apply to use up to thirty (30) days from the Bank for an unexpected catastrophic event.
- 5-17-1-8 An employee may not use more than sixty (60) days in any three (3) year period.
- 5-17-1-9 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.
- 5-17-1-10 Additional days may not be assessed against members of the Sick Leave Bank without prior approval from the Sick Leave Bank Board.
- 5-17-2 Days in the Sick Leave Bank shall be cumulative and available for use in subsequent years. The Bank may declare a moratorium on annual contributions as it finds advisable.
- 5-17-3 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.
- 5-17-4 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.
- 5-17-5 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 Assistant Superintendent 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.
- 5-17-6 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.
- 5-17-7 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.
- 5-17-8 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 SIX

## HOLIDAYS AND VACATION

### 6-1 HOLIDAYS

6-1-1 Holidays shall be observed as shown on the official work schedule calendar adopted by the Board of Education.

6-1-1-1 Twelve (12) month regular full time contracted Document Services Employees shall be granted fourteen (14) holidays per annual contract.

6-1-2 Employees required to work on an official scheduled holiday shall be paid at a rate of one and one half times the normal rate of pay.

### 6-2 VACATION

6-2-1 Employees who are 12-month contracted employees shall accrue vacation beginning the first day of the month following the start of their employment. Vacation time is available for use as accrued after the first three (3) full months of employment. Vacation periods will be accrued as follows:

Less than 5 years – .83 days per month

At least 5 years and less than 9 years – 1.25 days per month

At least 9 years – 1.67 days per month

6-2-2 Employees are encouraged to use their vacation days each year. Employees may not accumulate more than thirty (30) days of unused vacation time. Once an employee has accumulated thirty (30) days of unused vacation, he/she will stop accruing vacation until they have used vacation time and lowered the amount of accumulated vacation below thirty (30) days.

6-2-3 Employees shall take vacations at times which shall cause the least interruption in the normal conduct of the affairs of the District and at times that are consistent with department procedures. Final scheduling of vacation periods shall be approved by the immediate supervisor.

6-2-4 An official scheduled holiday occurring during the vacation period shall not be charged against vacation time.

6-2-5 Should an employee have a vacation leave balance at the time of termination, he/she shall receive per diem pay for each unused vacation leave day not to exceed thirty (30) days.

# ARTICLE SEVEN

## INSURANCE

### 7-1 HEALTH, DENTAL, AND VISION INSURANCE

#### 7-1-1 INSURANCE COMMITTEE

7-1-1-1 The District utilizes 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.

7-1-1-2 One Document Services Employee representative may serve as a member of the District Insurance Committee.

#### 7-1-2 HEALTH, DENTAL AND VISION PLAN

7-1-2-1 Effective September 1, 2017 the District shall contribute up to \$470 per employee per month toward health and dental 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.

7-1-2-2 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.

7-1-2-3 The parties agree that health, dental and vision benefits for Document Services 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 on to Document Services Employees in the same manner as other groups and associations.

7-2 LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT

7-2-1 The Board shall provide at District expense for each eligible active full-time employee on employment contract a group life and accidental death and dismemberment policy, a dependent group life insurance policy.

7-2-2 Employee Life and Accidental Death and Dismemberment Insurance

7-2-2-1 The amount of coverage shall be in accordance with annual earnings and shall be determined 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.

7-2-3 GROUP DEPENDENT LIFE INSURANCE

7-2-3-1 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

7-3 TAX SHELTERED ANNUITY

7-3-1 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 EIGHT**

## **HOURS OF WORK**

- 8-1 Document Services Employees' work shall be scheduled on the basis of a forty (40) hour work week, exclusive of lunch period.
- 8-2 A thirty- (30) to sixty- (60) 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. Lunch periods and work schedules shall be subject to approval by the immediate supervisor of Document Services. Employees shall be permitted to leave the building site during their lunch period.
- 8-3 Employees shall be allowed a rest period approximately midway through the first four (4) hours of the shift and again midway through the second four (4) hours of the shift. Such rest periods shall be with pay and shall be of fifteen (15) minutes duration. The rest 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.
- 8-4 Document Services Employees may be allowed to work a flex time schedule as approved by the immediate supervisor of Document Services.
- 8-4-1 The immediate supervisor of Document Services may cancel flex time at any time.
- 8-5 When an employee is required to perform the duties of a higher-pay class assignment for more than ten (10) consecutive workdays, the employee will receive a daily differential pay to compensate the increased workload starting the 11th consecutive workday. At that time, differential pay will be made retroactive to the second consecutive workday and every consecutive workday thereafter. Differential pay is only available when an employee is covering for an absent employee. The differential pay amount will be the difference between the employee's regular assignment salary and step one (1) of the assignment they are covering, unless that amount is less than their current salary. In the event that duties are split between multiple employees, differential pay can be prorated between them.

# ARTICLE NINE

## OVERTIME

- 9-1 Overtime work shall be distributed as equitably as possible among those employees assigned to a specific work classification.
  - 9-1-1 No overtime shall be worked unless the overtime is approved in advance by the immediate supervisor of Document Services.
  - 9-1-2 Overtime shall be offered first to employees based on Work Area seniority in accordance with article 10-1-3.
    - 9-1-2-1 There may be instances where a particular project or some other circumstance dictates that the list not be consulted in the assignment of overtime hours due to the lack of availability of an employee. Because these situations can be varied, the supervisor may use his/her discretion in making such assignments.
- 9-2 Time and one-half of the employee's regular rate of pay shall be paid for work performed in excess of forty (40) hours within the Document Services employee's standard work week, Sunday – Saturday.
  - 9-2-1 Compensatory time off may be given in lieu of overtime pay if mutually agreeable to the employee and the supervisor. Such compensatory time shall be at time-and-one-half.
    - 9-2-1-1 A maximum of 24 hours may be accumulated as compensatory time.
    - 9-2-1-2 Compensatory time must be used within two pay periods of the time it was earned or it shall be converted to overtime pay.
      - 9-2-1-2-1 Compensatory time may be used only during periods when production demands are low and must be approved ahead of time by the immediate supervisor.
- 9-3 Employees may be required to accept emergency overtime.
  - 9-3-1 Any situation that arises suddenly and unexpectedly that puts the instructional program, student, employee, or District property in jeopardy shall be deemed an emergency.
    - 9-1-3-1 If employees in a specific work area are not available to work overtime, employees from other work areas who are qualified to perform those duties may be offered the overtime based on Document Services seniority in accordance with article 10-1-2.
    - 9-3-2-1 The employee with the least Document Services seniority qualified to perform duties in the work area where emergency overtime is required, shall work the emergency overtime if it has been refused by all other Document Services employees.
- 9-4 Except for emergency overtime, employees requested to work overtime shall have the right to refuse overtime.

## **ARTICLE TEN**

### **SENIORITY**

- 10-1 Seniority shall be based only on continuous and uninterrupted service and shall be divided into three (3) groups.
  - 10-1-1 District Seniority shall be the total length of full-time service in the District.
  - 10-1-2 Document Services Seniority shall be the total length of full-time service in the Document Services Center.
  - 10-1-3 Work Area Seniority shall be the total length of full-time service in each area of the Document Services Center.
- 10-2 Loss of seniority shall result for any of the following reasons:
  - 10-2-1 Voluntary resignation.
  - 10-2-2 Discharge for just cause.
  - 10-2-3 Failure to return to work from a layoff or a leave of absence within five (5) workdays of notice to return (job abandonment).
  - 10-2-4 Work area seniority is lost if employee accepts a position in another work area.

## **ARTICLE ELEVEN**

### **REDUCTION IN FORCE AND RECALL**

- 11-1 In the case of reduction in force, elimination of a position, or loss of a position due to a more senior employee exerting seniority preference in a work area, the employee with the least seniority in that work area shall be subject to layoff first. If the laid-off employee has more Document Services seniority than another Document Services employee, the laid-off employee may exert preference over any less senior Document Services employee provided he/she is qualified to perform the duties required and written notice to exert seniority preference is received within five (5) workdays from the date of elimination of the position.
  - 11-1-1 The employee shall be tested to determine that he/she is qualified to perform the required duties in the work area in which seniority preference is exerted.
  - 11-1-2 Upon determining qualifications, the employee shall be placed on the salary schedule for the position in the work area where seniority preference is exerted at a rate of pay not to exceed current rate of pay.
- 11-2 Document Services employees who have been subject to a layoff shall have the right to be recalled to a position previously held in a work area for one (1) calendar year from the date of the layoff. Employment must resume within two (2) weeks of recall notification.

## **ARTICLE TWELVE**

### **JOB POSTINGS**

- 12-1 A vacancy shall be defined as a newly created position or a present position that is not filled.
- 12-2 All declared vacancies or new positions shall be posted as provided below.
  - 12-2-1 When vacancies occur, the District shall first post the position in the Document Services Center for three (3) work days. If more than one equally qualified applicant applies, Document Services seniority shall be the determining factor for selection.
  - 12-2-2 If no employee within the Document Services Center applies or is qualified, the position shall be posted for a period of not less than five (5) days in accordance with the Office of Human Resources practices.
- 12-3 Job postings shall be prepared in conjunction with the Office of Human Resources and the Document Services Center. The job posting shall include, but not be limited to, the job description, salary information, work schedule, place of work, testing requirements, and minimum qualifications necessary for the job.
- 12-4 The school District should develop accurate job descriptions for each Document Services employee. When an employee's job description is revised or updated there shall be a review conducted with the employee, the supervisor and a Human Resources representative.

## **ARTICLE THIRTEEN**

### **WORK STOPPAGE**

- 13-1 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, Document Services Employees, upon the direction of their immediate supervisor, shall report to their work site and perform such responsibilities and duties as shall be assigned by their immediate supervisor.

# ARTICLE FOURTEEN

## SALARIES

- 14-1 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.
- 14-2 The salary schedules for employees covered by this Agreement shall be effective September 1, 2017 as set forth in Appendix A, attached hereto and made a part hereof.
- 14-3 When applicable, a step increase shall be granted to employees who complete a minimum of 120 days of work experience during the previous twelve (12) month period.
- 14-4 LONGEVITY PAY
  - 14-4-1 Employees covered by this agreement shall be entitled to longevity pay as listed below:
    - 15–19 years – \$350 annually
    - 20–24 years – \$600 annually
    - 25+ years – \$850 annually
  - 14-4-2 Eligibility for longevity pay shall be determined as of September 1 each year and paid over a 12-month period.

# APPENDIX A

## DOCUMENT SERVICES EMPLOYEES

### SALARY SCHEDULES

#### GRAPHIC AND WEB DESIGN SPECIALIST

	Sept. 1, 2017 – Aug. 31, 2018	Sept. 1, 2018 – Aug. 31, 2019	Sept. 1, 2019 – Aug. 31, 2020
STEP	AMOUNT	AMOUNT	AMOUNT
1	\$45,713	\$46,741	\$48,280
2	\$46,812	\$47,866	\$49,440
3	\$47,939	\$49,017	\$50,631
4	\$49,094	\$50,199	\$51,851
5	\$50,278	\$51,409	\$53,100
6	\$51,492	\$52,650	\$54,383
7	\$52,737	\$53,924	\$55,698
8	\$54,012	\$55,227	\$57,044
9	\$55,319	\$56,563	\$58,425
10	\$56,659	\$57,934	\$59,840
11	\$58,003	\$59,338	\$61,291
12	\$59,440	\$60,777	\$62,777
13	\$60,883	\$62,253	\$64,301
14	\$62,361	\$63,765	\$65,862
15	\$63,877	\$65,315	\$67,463

#### PRESS OPERATOR I DIGITAL DOCUMENT OPERATOR I

	Sept. 1, 2017 – Aug. 31, 2018	Sept. 1, 2018 – Aug. 31, 2019	Sept. 1, 2019 – Aug. 31, 2020
STEP	AMOUNT	AMOUNT	AMOUNT
1	\$29,534	\$30,199	\$31,193
2	\$30,229	\$30,909	\$31,926
3	\$30,942	\$31,638	\$32,679
4	\$31,673	\$32,386	\$33,452
5	\$32,421	\$33,150	\$34,241
6	\$33,189	\$33,936	\$35,052
7	\$33,974	\$34,738	\$35,881
8	\$34,781	\$35,564	\$36,734
9	\$35,608	\$36,409	\$37,607
10	\$36,454	\$37,274	\$38,500
11	\$37,323	\$38,163	\$39,419
12	\$38,213	\$39,073	\$40,359
13	\$39,125	\$40,005	\$41,321
14	\$40,060	\$40,961	\$42,309
15	\$41,019	\$41,942	\$43,322

#### FINISHING/DISTRIBUTION OPERATOR I

	Sept. 1, 2017 – Aug. 31, 2018	Sept. 1, 2018 – Aug. 31, 2019	Sept. 1, 2019 – Aug. 31, 2020
STEP	AMOUNT	AMOUNT	AMOUNT
1	\$27,022	\$27,630	\$28,539
2	\$27,829	\$28,455	\$29,391
3	\$28,637	\$29,281	\$30,244
4	\$29,444	\$30,106	\$31,096
5	\$30,252	\$30,933	\$31,951
6	\$31,059	\$31,758	\$32,803
7	\$31,867	\$32,584	\$33,656
8	\$32,674	\$33,409	\$34,508
9	\$33,482	\$34,235	\$35,361
10	\$34,290	\$35,062	\$36,216
11	\$35,096	\$35,886	\$37,067
12	\$35,904	\$36,712	\$37,920
13	\$36,711	\$37,537	\$38,772
14	\$37,519	\$38,363	\$39,625
15	\$38,326	\$39,188	\$40,477

#### FINISHING/DISTRIBUTION ASSISTANT

	Sept. 1, 2017 – Aug. 31, 2018	Sept. 1, 2018 – Aug. 31, 2019	Sept. 1, 2019 – Aug. 31, 2020
STEP	AMOUNT	AMOUNT	AMOUNT
1	\$21,874	\$22,366	\$23,102
2	\$22,376	\$22,879	\$23,632
3	\$22,893	\$23,408	\$24,178
4	\$23,422	\$23,949	\$24,737
5	\$23,963	\$24,502	\$25,308
6	\$24,520	\$25,072	\$25,897
7	\$25,089	\$25,654	\$26,498
8	\$25,673	\$26,251	\$27,115
9	\$26,273	\$26,864	\$27,748
10	\$26,886	\$27,491	\$28,395
11	\$27,516	\$28,135	\$29,061
12	\$28,161	\$28,795	\$29,742
13	\$28,821	\$29,469	\$30,439
14	\$29,498	\$30,162	\$31,154
15	\$30,193	\$30,872	\$31,888

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

DOCUMENT SERVICES CENTER

By           SIGNATURE ON FILE            
President, Board of Education

By           SIGNATURE ON FILE            
Representative, Document Services Center

By           SIGNATURE ON FILE            
Vice President, Board of Education

# Memorandum of Understanding

## Document Services Center 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 Document Services:

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 Document Services salary schedules, 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

DOCUMENT SERVICES CENTER

By SIGNATURE ON FILE  
President, Board of Education

By SIGNATURE ON FILE  
Representative, Document Services Center

Date 5/22/2018

Date 5/18/2018

By SIGNATURE ON FILE  
Vice President, Board of Education

Date 5/22/2018

# Memorandum of Understanding

## Document Services Center 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 Document Services:

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 Document Services salary schedules, and will apply to members of the bargaining unit beginning September 2019.

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

DOCUMENT SERVICES CENTER

By SIGNATURE ON FILE  
President, Board of Education

By SIGNATURE ON FILE  
Representative, Document Services Center

Date 7/30/2019

Date 7/22/2019

By SIGNATURE ON FILE  
Vice President, Board of Education

Date 7/30/2019

**Memorandum of Understanding**  
**Document Services Center**  
**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 August 31, 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 261 days to 209, 9 hour days and four (4) four hour work days for the duration of this agreement.
- Full-time employees who have been contracted by the first working day of the school work year shall receive excused leave with full pay for thirteen (13) days (9 hours/day) in the school work year.
- Employees retiring or resigning shall be entitled to a cash payment of thirty-four (\$34) for each day of accumulated leave provided they have a minimum of twenty (20) years of service.
- Vacation days for regular, full-time employees will be accrued, based on the number of years in full-time employment, as noted below:
  - Less than 5 years – 8 days per year or .67 days per month
  - At least 5 years and less than 9 years – 12 days per year or 1 day per month
  - At least 9 years – 16 days per year or 1.34 days per month
- 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

DOCUMENT SERVICES CENTER

By                     SIGNATURE ON FILE                      
President, Board of Education

By                     SIGNATURE ON FILE                      
Representative, Document Services Center

Date                     5/21/2019                    

Date                     5/16/2019                    

By                     SIGNATURE ON FILE                      
Vice President, Board of Education

Date                     5/21/2019

