

**AGREEMENT**  
**BETWEEN**  
**PUEBLO SCHOOL DISTRICT NO. 60**  
**IN THE COUNTY OF PUEBLO**  
**AND**  
**STATE OF COLORADO**



**AND**  
**FOOD SERVICE**  
**EMPLOYEES CHAPTER**  
**LOCAL NO. 155H, AFSCME/AFLCIO**

**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

## **FOOD SERVICE EMPLOYEES CHAPTER LOCAL NO. 155-H, AFSCME/AFLCIO**

Betty Tienda.....President  
Cheryl Hutchison .....Business Representative, State Council 76, AFSCME/AFLCIO

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.

AGREEMENT

between

PUEBLO SCHOOL DISTRICT NO. 60  
IN THE COUNTY OF PUEBLO AND STATE OF COLORADO

and the

FOOD SERVICE EMPLOYEES CHAPTER.  
LOCAL NO. 155H.  
AFSCME/AFLCIO

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## **AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 60 IN THE COUNTY OF PUEBLO, STATE OF COLORADO, ON BEHALF OF SAID SCHOOL DISTRICT AND THE FOOD SERVICE EMPLOYEES, CHAPTER LOCAL NO. 155H, AFSCME/AFLCIO, ON BEHALF OF ITSELF AND THE FOOD SERVICE EMPLOYEES OF THE SAID SCHOOL DISTRICT AND CONSTITUTES THE ENTIRE AGREEMENT OF BOTH PARTIES, EFFECTIVE ON THIS THE FIRST DAY OF SEPTEMBER 2017.

## **PREAMBLE**

This Agreement is between Pueblo School District No. 60, Pueblo, Colorado, hereinafter referred to as the Board and the Food Service unit hereinafter referred to as the Union. In accordance with the established policy of Pueblo School District No. 60, this Agreement is entered into and is dedicated towards establishing an effective labor-management relations program.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

# ARTICLE ONE

## DEFINITIONS

- 1-1 The term **FOOD SERVICE EMPLOYEE** as used in this Agreement shall refer to all employees working in the Nutrition Services Department
- 1-1-1 A food service employee shall be regarded as a probationary employee during the entire first full year of employment in the District. Probationary employees may be discharged at the discretion of and as exclusively determined by the District. Such action shall not be permitted a review through the grievance procedure.
- 1-2 The term **BOARD** as used in this Agreement shall mean the Board of Education of Pueblo School District No. 60, in the County of Pueblo, and State of Colorado.
- 1-3 The term **UNION** as used in this Agreement shall mean the Local 155H AFSCME/AFLCIO.
- 1-4 The term **DISTRICT** as used in this Agreement shall mean Pueblo School District No. 60, in the City of Pueblo, County of Pueblo, and State of Colorado.
- 1-5 The term **SCHOOL YEAR** as used in this Agreement shall mean the period of time from the opening of schools in the District in the fall, usually in August, through the closing of school in the spring, usually in June, as shown on the official school calendar adopted by the Board of Education.
- 1-6 The term **PARTY OR PARTIES** as used in this Agreement 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 Local 155H AFSCME/AFLCIO, or its representatives acting in its behalf.
- 1-7 The term **SUPERINTENDENT** as used in this Agreement shall mean the Superintendent of Schools of Pueblo School District No. 60, County of Pueblo, State of Colorado, or his/her designee.
- 1-8 The term **WORKDAY** as used in this Agreement shall mean that period of time when food service employees are required to perform their work assignment and/or to be present at a given building or location.
- 1-9 The term **CONTRACT WORK YEAR** as used in this Agreement shall consist of one hundred seventy-nine (179) days as shown on the official school calendar adopted by the Board of Education. Food Service employees shall be required to be present one hundred seventy-nine (179) days at a given building or location and perform their work assignment as directed from time to time by the Board or supervisors. While the work year of 179 days remains in effect, the duty days will be changed to reflect 2 days to open the schools plus 2 days of professional development, and 1 day to close schools.

## **ARTICLE TWO**

### **GENERAL TERMS**

- 2-1 The Board shall not discriminate against any food service employee on the basis of race, creed, color, national origin, sex, age, marital status, disability, membership or non-membership in any Union organization.
- 2-2 The Union shall admit food service employees to membership without discrimination on the basis of race, creed, color, national origin, sex, age, disability, or marital status, as long as a food service employee shall meet the qualifications for membership set forth in the Union's bylaws. The Union shall represent equally all food service employees without regard to membership, non-membership, participation in or association with the activities of the Union and/or professional organizations, recognizing that membership in the Union is voluntary and not a requirement for employment in the District.
- 2-3 This Agreement constitutes Board policy for the term of said Agreement, and the Board and the Union shall carry out the commitments contained herein and give them full force and effect.
- 2-4 No change, revision, alteration or modification of this Agreement in whole or in part shall be valid unless the same is ratified by both the Board and the Union and endorsed in writing hereon.
- 2-5 It is recognized that Pueblo School District No. 60 is considered the primary employer of all negotiation unit employees and, as such, is due certain responsibilities and obligations from such food service employees in respect to terms and conditions of employment such as, but not limited to, secondary employment, accepting overtime and job performance.
- 2-6 If any provision of this Agreement or any application of the Agreement to any food service employees or group of food service employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 2-7 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 parties agree that the Board of Education may reopen the salary and benefit provisions of this Agreement by providing written notice to LOCAL 155H AFSCME/AFLCIO no later than May 15, of each year. The parties agree to meet within five (5) days of such notice to negotiate such provisions of this agreement.
- 2-8 A minimum of three (3) but not more than five (5) LOCAL 155H AFSCME/AFLCIO representatives shall meet quarterly during the school year with a representative(s) of the administration to discuss program needs, absenteeism and work related issues.

## **ARTICLE THREE**

### **RECOGNITION**

- 3-1 The Board of Pueblo School District No. 60 recognizes the Union as the exclusive bargaining representative for the food service employees, hereinafter called the Bargaining Unit as established and certified by the balloting held on August 31, 1973, in accordance with the policy for collective bargaining representation adopted by the Board on August 26, 1969. Specifically excluded from the unit are food service administrators, food service trainees and substitutes, secretarial and office staff, and all supervisors as may be appointed by the Board.
- 3-2 The Board agrees not to recognize any food service organization other than the Union, nor shall the Board negotiate directly with any food service employees for the duration of this Agreement.
- 3-3 Prior to the end of the term of this Agreement, any negotiation unit food service employee or group of negotiation unit food service employees may submit a petition to the Board signed by thirty percent (30%) of the negotiation unit requesting that an election be held to determine the representation status.
- 3-4 In the event of such petition and formal approval by the Board and in accordance with rules established by the parties in interest, a completely impartial and fair election shall be held to determine if a majority of the unit wishes to be represented by the Union, other specified organizations, or no organization. If agreement for the conducting of an election cannot be reached, the American Arbitration Association shall conduct such election within thirty (30) days of the presentation of the petition, unless mutually agreed otherwise. The cost of conducting such election shall be borne equally by those interested groups which appear on a ballot. A majority of unit personnel voting in said election shall constitute a majority for purposes of determining recognition status. At such time that recognition is lost pursuant to the procedures described above, any and all agreements between the parties shall be considered void on the expiration date of the Agreement.
- 3-5 At such time as other employee groups or classifications desire representation by the Union with the Board, a petition must be presented to the Board signed by thirty percent (30%) of the employees in the specific group or classification, requesting that an election be held to determine the representation status. In the event of such petition and formal approval by the Board and in accordance with rules established by the parties in interest, a completely impartial and fair election shall be held to determine if a majority of the specific group or classification wishes to be represented by the Union. A majority of employees voting in said election shall constitute a majority for purposes of determining recognition status. If a majority vote is received for representation by the Union, a separate negotiation unit shall be established to include such employee group and/or classification. The cost of conducting such election shall be borne entirely by the Union.
- 3-6 The Board may challenge the majority representation status of the Union and request a representation election no less than ninety (90) days nor more than one hundred twenty (120) days prior to the end of the term of this Agreement. Such election shall be conducted as noted above. Costs of a Board-challenged election shall be borne by the Board.

## **ARTICLE FOUR**

### **DURATION AND ANNUAL NEGOTIATIONS**

- 4-1 Upon ratification by the Union and adoption by the Board, the provisions of this Agreement shall be effective this first day of September 2017 and shall continue and remain in full force and effect until midnight August 31, 2020.
- 4-2 **INTERIM AGREEMENT**
  - 4-2-1 Upon request by the Union to the Board or by the Board to the Union after January 15, 2018 but before February 1, 2018, and again after January 15, 2019 but before February 1, 2019, the Board and the Union agree to open negotiations over interim negotiations.
  - 4-2-2 Interim agreement negotiations shall be limited to Article Twenty – Salary and Article Seven – Insurance.
  - 4-2-3 Interim agreement negotiations shall be scheduled for a maximum of four days and shall terminate not later than June 30 of each year unless extended in writing by mutual consent by both parties. Dates shall be determined mutually.
- 4-3 **SUCCESSOR AGREEMENT**
  - 4-3-1 Upon request by the Union to the Board or by the Board to the Union after January 15, 2020 but before February 1, 2020, the Board and the Union agree to open negotiations over a successor agreement.
    - 4-3-1-1 Successor agreement negotiations shall be limited to six (6) Articles submitted by each party, any other Articles mutually agreed upon prior to negotiations, the agreement Article Four, the Insurance Article Seven, the Salary Article Twenty and any Appendices dealing with Salary Schedules.
    - 4-3-1-2 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 parties agree that the Board of Education may reopen the salary and benefit provisions of this Agreement by providing written notice to AFSCME no later than May 15, 2020.
    - 4-3-1-3 Successor agreement negotiations shall be scheduled for five days and shall terminate not later than June 30, 2020, unless extended in writing by mutual consent of both parties.

# **ARTICLE FIVE**

## **NEGOTIATION PROCEDURE**

### **5-1 SCOPE OF NEGOTIATIONS**

5-1-1 The scope of negotiations shall be on matters concerning food service employees' salaries, procedures for processing grievances, and related conditions of employment as the parties may from time to time agree to negotiate.

### **5-2 CONDUCTING NEGOTIATIONS**

5-2-1 Written requests for negotiations between the Board and the Union may be submitted by either party. Such requests shall be directed to the designated representative of the parties.

5-2-2 A written response shall be made by the receiving party within ten (10) school days of the receipt of any such written request for negotiations.

5-2-3 Negotiations mutually agreed upon shall be conducted at times and places mutually agreeable to the negotiators named by each party, provided that such meetings do not interfere with the normal operation of the District, including normal job assignments of negotiating unit food service employees. If negotiations are conducted during the course of the workday, the members of the negotiation team shall be released from work duties without loss of salary to attend such meetings.

5-2-4 The first meeting shall be held within ten (10) school days of the written response, unless mutually agreed otherwise. Meetings thereafter shall be held at times and places mutually agreeable to the negotiators named by each party with a minimum of two (2) sessions per week.

5-2-5 The Union shall present a written proposal in full to the Board ten (10) school days prior to the first meeting. The Board shall respond in like manner five (5) school days prior to the first meeting.

5-2-6 It is recognized that either party may designate its own representative, provided that representatives shall be restricted to five members for each party.

5-2-6-1 It is recognized that either party may, if it so desires, utilize the service of consultants, provided the negotiation team does not exceed five (5) members.

5-2-7 Both parties agree to negotiate in good faith. Good faith is defined as an honest attempt to resolve issues which arise during the negotiations process. Both parties agree to present reasonable proposals which demonstrate educational and fiscal responsibility. The obligation of good-faith negotiations does not compel either party to agree to or to make a concession on a specific issue.

5-2-8 The Board shall make available to the Union the proposed budget for the next fiscal year as soon as it is available, including preliminary information concerning food service salaries.

5-2-9 During negotiations, releases to news media shall be made only as agreed to jointly.

### **5-3 INFORMAL NEGOTIATIONS**

5-3-1 At any time during the term of this Agreement, either party may request a meeting to discuss any issue or concern. The moving party shall initiate this request by

delivering a letter identifying, in detail, the issue or concern and citing the provisions in the Agreement which relate to the issue or concern.

5-3-2 Within ten (10) workdays from receipt of the request, the Director for Human Resources and the Union President shall arrange for a mutually agreeable time and place for discussion. This meeting shall be attended by a minimum of two (2) persons from each party.

5-3-3 At the meeting, the parties shall fully explain, discuss and explore the issue or concern. By mutual agreement, subsequent meetings may be scheduled with other professionals or experts and with additional members of each party's negotiation team to further discuss the issue or concern.

5-3-4 If at any time the parties resolve an issue or concern relating to the provisions of this Agreement, such resolution shall be incorporated into a Memorandum of Understanding which shall remain in effect until the expiration of the current contract.

5-3-5 Should facilitation become necessary to resolve certain issues or concerns, the parties may mutually agree to engage the services of one or more facilitators to benefit the process of reaching an agreement.

5-3-6 Failure to arrive at a mutually acceptable agreement during informal negotiations may result in the issue being revisited at the next formal successor agreement negotiations session.

#### 5-4 ADOPTION OF AGREEMENT

5-4-1 Tentative agreement of individual items reached during negotiations shall be reduced to writing, dated and signed by the teams' spokespersons. Tentative agreement of individual items shall be conditional upon the approval of the entire Agreement by both parties.

5-4-2 It is understood and agreed that all tentative agreements negotiated by the parties' representatives are subject to formal ratification by the members of the Union and adoption by the Board.

5-4-2-1 The Union agrees to hold its ratification meeting within fourteen (14) days, without delay, and to notify the Board in writing of the results of such meeting.

5-4-2-2 Within fourteen (14) days, and without delay, of receipt of such notice, the Board agrees to act upon the notice.

5-4-2-3 After ratification by both parties, the Board and the Union shall sign the Agreement.

#### 5-5 MEDIATION

5-5-1 If agreement has not resulted from negotiations, either party may declare impasse, and notify the other party of its desire to submit the issues in dispute to mediation.

5-5-2 The mediator shall be selected as follows:

5-5-2-1 The Board and the Union shall each submit a list to the other of five (5) mediators acceptable to them within five (5) school days after the demand to mediate has been made. From these lists, if possible, a mutually acceptable mediator shall be selected.

5-5-2-2 Should the Board and the Union be unable to agree within five (5) school

days upon a mutually acceptable mediator, the American Arbitration Association shall be requested to furnish a panel of five (5) mediators from which the parties agree to select a mediator.

- 5-5-3 The parties shall meet within seven (7) days from the mailing date of such lists and cross off names to which they object with the one requesting mediation marking first, then the other party, etc. until one remains. The one remaining shall act as impartial mediator.
- 5-5-4 If the Board and the Union agree on the selection of a mediator as provided in Section 5-5-2-1, the rules of the American Arbitration Association, as applicable, shall prevail.
- 5-5-5 The mediator is not empowered or permitted to, in any way, make any findings of fact, recommendations, or decisions concerning the position(s) of the parties and/or the issues related thereto.
- 5-5-6 The format, dates and times of meetings shall be arranged by the mediator, and such meetings shall be conducted in closed sessions.
- 5-5-7 The costs for the service of the mediator, including per diem expenses, if any, and actual and necessary travel expenses and subsistence shall be shared equally by the Board and the Union.

#### 5-6 FACT-FINDING

- 5-6-1 If the mediation described in Section 5-5 has failed to bring about agreement on all issues, either the Board or the Union may request that the issues which remain in dispute be submitted to a fact-finder. In the event that the parties are unable to agree on a fact-finder, the fact-finder shall be selected in the manner provided in Section 5-5 for selecting a mediator.
- 5-6-2 The fact-finder shall have the authority to hold hearings and make procedural rules.
  - 5-6-2-1 If the fact-finder elects to receive summary briefs of the positions of each of the parties, such briefs shall be delivered to the fact-finder no later than five (5) days following the last fact-finding hearing. The fact-finding process shall be conducted daily from the date it begins unless otherwise agreed to by both parties.
  - 5-6-2-2 All hearings by the fact-finder shall be held in closed session, and no news releases shall be made concerning progress of such hearings.
- 5-6-3 Within a reasonable time after the conclusion of such hearings, the fact-finder shall submit a report in writing to the Board and to the Union only and shall set forth in the report his findings of fact, reasoning and recommendations on the issues submitted. The report shall be advisory only and binding neither on the Board nor the Union.
- 5-6-4 Within five (5) days after receiving the report of the fact-finder, the representatives of the parties shall meet to discuss the report. No public release shall be made until after such meeting.
- 5-6-5 The respective parties shall take official action on the report of the fact-finder no later than fifteen (15) days after the meeting described in Section 5-6-4 above.

- 5-6-6 Tentative agreement reached on the issues in dispute as a result of fact-finding shall be submitted to the process provided in Section 5-3.
- 5-6-7 The costs for the services of the fact-finder, including per diem expenses, if any, and actual and necessary travel expenses and subsistence, shall be shared equally by the Board and the Union.
- 5-6-8 Either party may request that an official stenographic record of the testimony taken at the fact-finding hearings be made, and a copy of any transcript shall be provided to the fact-finder. The party requesting the official stenographic record shall pay the costs thereof, except that if both parties mutually agree in the request of an official stenographic record of the testimony, the total cost shall be shared equally.

# ARTICLE SIX

## GRIEVANCE PROCEDURE

### 6-1 DEFINITIONS

- 6-1-1 A **GRIEVANCE** shall mean a complaint by a Food Service employee in the Unit or the Union that there has been an alleged violation, misinterpretation or inequitable application of any of the provisions of the Agreement, except that the term “grievance” shall not apply to any matter in which the method of review is prescribed by law. Food Service employees shall have the right to grieve any formal written disciplinary action or Performance Evaluations procedures.
- 6-1-2 An **AGGRIEVED** person is a food service employee, or the Union, at the time the grievance is alleged to have occurred, who is asserting a grievance.
- 6-1-3 A **PARTY IN INTEREST** is a food service employee making the complaint and any food service employee who might be required to take action or against whom action might be taken in order to resolve the complaint.
- 6-1-4 A **REPRESENTATIVE** shall refer to the person designated by the Union to represent the interest of the aggrieved in the grievance hearing.
- 6-1-5 A **WORKDAY** as used in the grievance procedure shall mean any day in which the central administrative offices of the District are open for business.

### 6-2 PURPOSE

- 6-2-1 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 arise from time to time. Both parties agree that these proceedings shall be kept informal and confidential as may be appropriate at any level of the procedure.
- 6-2-2 Nothing contained herein shall be construed as limiting the right of an aggrieved person having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted, provided the adjustment is consistent with the terms of this Agreement.
- 6-2-3 In order to maintain a high degree of efficiency in personnel administration, the District and the Union shall advise their respective staff and membership of the results of grievances that may bring about changes in the educational process.

### 6-3 PROCEDURE

- 6-3-1 The written grievance shall be submitted on an approved grievance form and shall refer specifically to the Article and Section of the Agreement which is alleged to have been violated, misinterpreted or inequitably applied. Failure to state the specific article and section or to use an authorized grievance form shall result in the grievance being declared invalid. The solution of grievances with those immediately concerned shall be encouraged on an informal basis.
  - 6-3-1-1 Food Service grievances alleging discriminatory treatment by the District based on the complainant’s race, religion, national origin, sex, age, marital status or disability may be filed either under the District’s

procedure for resolving discrimination complaints or under the grievance procedure as outlined in this article, but not both.

- 6-3-2 Grievances shall be considered valid only if the first written application for redress of the grievance is filed within fifteen (15) workdays from the time the aggrieved knew of the act or condition on which the grievance is based.
- 6-3-3 It is agreed that if at each level of the grievance procedure no appeal is filed within the time limits provided, the grievance shall be considered to have been satisfactorily settled on the basis of the Administration's last decision. Should an administrator not answer a grievance within the time limits specified, the grievance shall automatically be advanced to the next level of the grievance procedure.
- 6-3-4 It is important that grievances be processed as rapidly as possible; therefore, the number of days indicated at each level shall be considered as a maximum unless mutually extended, and every effort shall be made to expedite the process. Grievance hearings shall be held at a time mutually agreed upon by all parties concerned. Should the parties be unable to agree mutually on the time and site of the grievance hearing, the hearing officer shall make the decision, and it shall be final and binding.
- 6-3-5 The Board and the Union agree to make available to the aggrieved party and to their designated representative all pertinent information not privileged under law in their possession or control and which is relevant and material to the issues raised by the grievance.
- 6-3-6 Neither party, nor its agents, shall in any way harass, intimidate or otherwise take reprisals against any aggrieved person by reason of participation or nonparticipation in the processing of a grievance.
- 6-3-7 Upon mutual agreement, grievances of special scope and significance may be filed at Level Two.
- 6-3-8 Decisions rendered at Levels One and Two of the grievance procedure shall be in writing, setting forth the decisions and the reasons therefore and shall be transmitted to the aggrieved.
- 6-3-9 All written and printed matter dealing with the processing of a grievance shall be filed separately from the central office personnel files of the aggrieved.
- 6-3-10 Grievance forms shall be jointly prepared and distributed by the Administration and the Union. Printing costs shall be shared equally between the Board and the Union.
- 6-3-11 LEVEL ONE
  - 6-3-11-1 The aggrieved may file the grievance in writing with the Office of Human Resources. An administrator shall be appointed to act as a hearing officer who shall meet with the aggrieved and the Union representative in an effort to resolve the grievance. The hearing shall be held within five (5) workdays after the receipt of the grievance. The hearing officer shall give the decision in writing within five (5) workdays of the close of the hearing.
- 6-3-12 LEVEL TWO
  - 6-3-12-1 If the aggrieved is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) workdays

after the Level One hearing, the aggrieved may appeal the grievance decision in writing with the Union within five (5) workdays after the decision was rendered at Level One. The Union may file the grievance with the Office of Human Resources within five (5) workdays after the Union received the written grievance.

- 6-3-12-2 The Director for Human Resources or his/her designee shall represent the Administration at Level Two of the grievance procedure. The Director for Human Resources or his/her designee shall conduct a hearing with the aggrieved and the Union representative in an effort to resolve the grievance. The hearing shall take place within five (5) workdays after the receipt of the Level Two appeal. The hearing officer shall give the written decision within five (5) workdays of the close of the hearing.

### 6-3-13 LEVEL THREE

- 6-3-13-1 If the aggrieved or the Union is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within five (5) workdays after the Level Two hearing, the aggrieved may within five (5) additional workdays request in writing that the Union submit the grievance to arbitration. If the Union deems the grievance meritorious, or if the Union is not satisfied with the disposition of the grievance, or if no decision has been rendered, the Union may demand arbitration of the matter by giving the District written notice within twenty (20) workdays after the Level Two hearing was concluded.
- 6-3-13-2 The arbitrator shall be selected as in mediation of Section 5-4 of this Agreement.
- 6-3-13-3 All hearings held by the arbitrator shall be in closed sessions, and no news releases shall be made concerning progress of the hearing.
- 6-3-13-4 The arbitrator's report shall be submitted in writing at the earliest possible time, but not to exceed thirty (30) calendar days after the date of the close of the hearings, to the Board and the Union only.
- 6-3-13-5 The arbitrator shall not have the power to add to, subtract from, or modify any terms of this Agreement or terms of applicable Board policy, nor shall the arbitrator have the power to decide any issue(s) other than the one of violation, misinterpretation or inequitable application. The parties agree to give good-faith consideration to the recommendations of the arbitrator, but such recommendations shall in no way be binding on either party, but shall be advisory only
- 6-3-13-6 Expenses for the services of the arbitrator, including per diem expense, actual and necessary travel expenses and subsistence shall be shared equally by both parties.
- 6-3-13-7 The Board shall take official action on the recommendations of the arbitrator at its next regularly scheduled meeting unless the decision is rendered within ten (10) school days prior to said Board meeting, in which event, action shall be taken at the next following regular meeting of the Board.

# ARTICLE SEVEN

## INSURANCE

7-1 Only full-time employees (Kitchen Managers, Cook/Bakers) will be eligible for District insurance Benefits. Eligibility for hourly nutrition services employees shall be determined in accordance with Federal Law.

7-2 **HEALTH, DENTAL, AND VISION PLAN**

7-2-1 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.

7-2-2 The contribution shall be remitted to the District's health, dental, and vision insurance carriers.

7-2-3 In the event that the employee's spouse is an 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.

7-3 **LIFE INSURANCE**

7-3-1 **EMPLOYEE LIFE INSURANCE**

7-3-1-1 The Board shall provide at District expense for each eligible active full-time employee on employment contract a group life policy, an accidental death and dismemberment policy, and a dependent group life insurance policy.

**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.

7-3-1-2 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.

7-3-2 **GROUP DEPENDENT LIFE INSURANCE**

7-3-2-1 The dependent life insurance schedule provides dependent coverage only during the employee's active years of full-time employment in the District. A food service 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

7-4 **TAX-SHELTERED ANNUITY**

7-4-1 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**

### **LEAVE POLICY**

- 8-0 Only full-time employees (Kitchen Managers, Cook/Bakers) will be eligible for excused leave benefits.
- 8-1 When an employee is or expects to be absent from work for five (5) consecutive workdays or more, the employee shall contact the Office of Human Resources to determine the type of leave provided under the terms of this agreement that may be taken given the facts of the employee's situation and to identify the employee's official leave status.
- 8-1-1 Excused leave shall be charged on the basis of quarter hour increments for each hour or portion of an hour used.
- 8-1-2 Food service employees, who have completed a "Request for Leave" card in advance, are not required to report to the food service office their intent to return to work. If the employee is unable to return to work as planned, then it is the responsibility of the food service employee to notify the immediate supervisor and the food service office so that other arrangements may be made.
- 8-1-2-1 Employees who have been absent from work due to an emergency or illness must notify their immediate supervisor and the food service office by 4:00 p.m. the day preceding their return to work, except for weekends or holidays. If the employee is unable to reach the immediate supervisor on the preceding day, then it is necessary for the employee to contact the immediate supervisor no later than one hour prior to the employee's scheduled start time. When returning to work following a weekend or holiday, Food Service employees must contact their immediate supervisor no less than one hour prior to their scheduled report time. A salary deduction of one-half (1/2) day at the current daily rate of substitute pay shall be charged to the employee who returns to work and does not serve the proper notification. Employees are responsible to report their absence as to School Board Policy.
- 8-1-3 After the annual excused leave for the current contract year is used, absences not covered by accumulated excused leave shall be deductible at the food service employee's current daily rate of pay for each day of absence.
- 8-1-4 Food service employees absent from work for four (4) consecutive days or more due to medical disability shall be required to furnish a physician's statement stating the nature and anticipated duration of the food service employee's absence. Food service employees shall not be permitted to return to work until the physician's statement is presented to the immediate supervisor.
- 8-2 **ANNUAL EXCUSED LEAVE**
- 8-2-1 Full-time contracted food service employees on active duty or approved leave the first day of the current contract year shall accrue twelve (12) days of excused leave with full pay in each school year.
- 8-2-1-1 If the food service employee's effective date of employment is after the beginning of the current contract year, the employee shall accrue one

- (1) day of excused leave for each full month of employment during the current contract year.
- 8-2-1-2 Food service employees who are under contract for less than full time shall be granted excused leave on a pro rata basis.
- 8-2-2 The annual excused leave granted during each current contract year may be used for only the following purposes:
  - 8-2-2-1 Personal Medical Disability/Illness- The annual excused leave may be used for medical disability of a food service employee.
  - 8-2-2-2 Medical Disability/Illness or Death in Immediate Family - The annual excused leave granted may be used for medical disability/illness or death in the food service employee's immediate family which shall only include the food service employee's mother, father, brothers, sisters, spouse, son, daughter, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchild or any person permanently living in the food service employee's home.
  - 8-2-2-3 Death of Other Relatives - A total of up to five (5) workdays may be used for the death of other relatives which shall only include relatives of the food service employee and spouse.
  - 8-2-2-4 Childbirth/Child Adoption - A food service employee may use excused leave in accordance with FMLA for the birth or adoption of a child
  - 8-2-2-5 Personal Leave - During each contract year, three (3) workdays of excused leave may be used for personal leave of absence for any approved purpose. Personal leave shall be granted to a food service employee who notifies the immediate supervisor of her intention to take such leave under the following conditions.
    - 8-2-2-5-1 If possible, the food service employee shall submit a "request for leave" to the immediate supervisor as notification to use personal leave at least one (1) week in advance of absence.
    - 8-2-2-5-2 Personal leave shall not be taken on the first or last day of the food service employee's work calendar unless specific permission is granted by the Director of Nutrition Services.
    - 8-2-2-5-3 Personal leave shall be charged as provided in Article Eight, Section 8-1-1.
    - 8-2-2-5-4 To insure continuity of the educational program, requests for personal leave may be denied if the number of personal leave requests for any one (1) workday exceeds ten percent (10%) of the food service staff.
- 8-3 ACCUMULATED EXCUSED LEAVE
  - 8-3-1 Unused excused leave shall be accumulated from year to year.
  - 8-3-2 Accumulated excused leave shall only be used for the following purposes:
    - 8-3-2-1 Personal Medical Disability/Illness- There shall be no limit on the number of workdays of accrued accumulated excused leave a food service

employee may use in any one (1) contract year for medical disability/illness. The annual excused leave granted for the current contract year shall be used first, and then the accrued accumulated excused leave may be used as stated above.

8-3-2-2 Medical Disability/Illness or Death in Immediate Family - Food Service employees who have used their annual excused leave for the current contract year medical disability according to 8-2-2 shall be permitted to use up to five (5) workdays of accumulated excused leave for medical disability/illness or death in the immediate family.

8-3-2-3 Death of Other Relatives - Food Service employees who have used their annual excused leave for the current contract year according to 8-2-2 shall be permitted to use up to five (5) workdays of accumulated excused leave for death of other relatives.

8-3-2-4 Total Time Allowed - The total time allowed under the annual excused leave and the accumulated excused leave under Article Eight shall not exceed the annual excused leave in any one (1) contract year. This does not include personal leave.

8-3-3 The date of resignation for food service employees who resign or retire because of medical disability and have accrued accumulated leave to their credit shall be the last workday covered by excused leave earned for the current contract year plus any accumulated excused leave accrued.

#### 8-4 MEDICAL LEAVE

8-4-1 Food service employees who are medically disabled and unable to continue work and have exhausted their excused leave benefits or desire not to use accumulated excused leave may be granted a medical leave of absence without salary for the duration of the medical disability but not to extend past the end of the current contract year. If the food service employee returns to work during the current contract year, the food service employee shall be placed in the previous food service employee's assignment. Verification of medical disability by a licensed physician shall be required.

8-4-1-1 Medical leave without salary and fringe benefits may be renewed by the Board upon the recommendation of the Superintendent for one (1) additional school year.

8-4-1-2 If the food service employee returns to work during the second contract year, the food service employee shall be assigned at such time as a vacancy is open for which the food service employee is qualified. When two (2) or more food service employees returning from medical leave are qualified for a single opening, the food service 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.

8-4-2 When food service employees on medical leave are able to return to work, they shall be reinstated on the Food Service 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 Nineteen – Salaries.

8-4-2-1 Before returning to work the food service employee shall be required to submit to the Office of Human Resources a physician's certificate of fitness to work.

## 8-5 PARENTAL LEAVE

8-5-1 Parental leave without salary and fringe benefits may be granted to food service employees for the purpose of child rearing, childcare or adoption.

8-5-2 Parental leave may be granted for a period of time not to exceed a maximum of two (2) consecutive contract years.

8-5-3 At the request of the Office of Human Resources, the granting of parental leave may require evidence of need.

8-5-3-1 If the parental leave request is refused by the Office of Human Resources, the food service employee may appeal to the Office of Human Resources based upon written professional recommendation.

8-5-4 Return from parental leave shall be at the beginning of the contract year according to positions and vacancies available. When two (2) or more food service employees returning from parental leave are qualified for a single opening, the food service 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 skills shall be some of the salient factors in filling such vacancies.

8-5-5 Notice of intent to return from parental leave shall be given to the Office of Human Resources on or before April 1 preceding the contract year the food service employee requests to return to work.

8-5-6 Upon return from parental leave, the food service employee shall be reinstated on the Food Service Salary Schedule at the column and step they were when they were granted such leave, unless they qualify for a step increase as provided under Article Nineteen - Salaries.

## 8-6 MILITARY LEAVE

8-6-1 Food service employees of 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 Federal Uniformed Services Employment and Reemployment Rights Act (USERRA) additionally:

(1) a food service 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 food service employee must submit a statement from the commanding officer of satisfactory service performed and rate of pay received for such service. No loss shall be incurred for vacation, excused leave, or other benefits for all the time the

food service 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.

8-6-2 Such leave shall not be allowed unless the food service 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, or
- (3) required by proper authority to continue in such military service beyond the time herein limited for such leave.
- (4) Return to work rights shall be as prescribed under the Federal Uniformed Services Employment and Re-employment Act (USERRA)

## 8-7 JURY DUTY

8-7-1 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.

8-7-2 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.

8-7-3 Such time shall not be charged against excused leave.

8-7-4 Employees shall return to work within one hour after being released from jury duty unless excused by their immediate supervisor.

8-7-5 An employee subpoenaed in a job-related legal proceeding that is in the interest of the District shall not be charged leave from the District for attendance at the proceeding.

## 8-8 WORK RELATED ACCIDENT OR ILLNESS MEDICAL PROVIDER

8-8-1 Effective January 1, 1989 all employees incurring a work related accident or illness shall be directed to medical providers as designated by the District. Any medical treatment by medical professionals other than those designated by the District shall not be covered or paid by District Workers' Compensation.

8-8-2 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 date of injury or the time the employee first becomes aware of the injury.

8-8-3 Within one (1) workday of an office 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 of status and restrictions to the immediate supervisor.

8-8-4 The District may assign employees to modified light duty within their department when prescribed by the District's Workers' Compensation medical provider.

## 8-9 WORK RELATED INJURY OR ILLNESS LEAVE

8-9-1 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.

- 8-9-1-1 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 medical provider 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, which shall be paid directly to the District in accordance with C.R.S. 8-42-124(2)(a) and (3). These days will not be chargeable against excused leave.
- 8-9-1-2 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.
- 8-9-2 The District will have the right to recover Workers' Compensation Insurance benefits for temporary total or partial disability otherwise due the employee for any period the District pays full salary.
- 8-9-3 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 his/her inability to return to work.
- 8-9-4 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.
  - 8-9-4-1 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.
- 8-9-5 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.
- 8-9-6 The employee shall be responsible to make payments for the shortfall in health/dental premiums in accordance with time schedules prescribed by the Payroll Department.
- 8-9-7 Employees shall not be paid for holidays or accrue vacation or annual excused leave while on injury leave. Employees released to return to work on a less than full -time basis shall accrue their normal accruals of vacation and annual excused leave on a pro rata basis as provided in this agreement.
- 8-9-8 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.
- 8-9-9 The District may assign employees to light or modified duty when prescribed by the District's Workers' Compensation medical provider.

## 8-10 FAMILY MEDICAL LEAVE ACT OF 1993 (FMLA)

8-10-1 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.

8-10-2 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’s or employer’s option, certain kinds of paid leave may be substituted for unpaid leave.

8-10-3 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 required medical certification to support a request for leave because of a serious health condition, and may require a second or third opinion (at the employer’s expense) and a fitness for duty report to return to work.

8-10-4 For the duration of FMLA leave, the District must maintain the employee’s health coverage under any “Group Health Plan.”

8-10-5 Upon return from FMLA Leave, the employee will be placed in a position in accordance with Article 8-4-2 or Article 8-5-4, whichever applies.

8-10-6 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.

8-10-7 FMLA may be taken on an intermittent or reduced schedule.

8-10-8 Application forms and detailed information are available in the Office of Human Resources.

8-10-9 Qualifying event(s) are childbirth, adoption, placement of foster child, childcare due to serious health condition, employee unable to perform duties due to health.

## 8-11 WORK ATTENDANCE AND LEAVE REIMBURSEMENT

8-11-1 Employees retiring or resigning shall be entitled to cash payments of \$25.00 for each day of accumulated leave provided they have a minimum of fifteen (15) years of full-time nutrition services employment and a minimum of fifty (50) days of accrued leave.

8-11-2 Employees retiring or resigning shall not have access to paid leave during the final ten (10) days of employment.

## 8-12 SICK LEAVE BANK

8-12-1 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.

- 8-12-1-1 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.
- 8-12-1-2 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.
- 8-12-1-3 The Sick Leave Bank Board will be responsible for reviewing applications to use days from the Bank, and approval or denial of such requests.
- 8-12-1-4 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.
- 8-12-1-5 An employee who is a member of the Sick Leave Bank may apply to use days from the Bank under the following conditions:
- 8-12-1-6 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.
- 8-12-1-7 An employee may apply to use up to thirty (30) days from the Bank for an unexpected catastrophic event.
- 8-12-1-8 An employee may not use more than sixty (60) days in any three (3) year period.
- 8-12-1-9 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.
- 8-12-1-10 Additional days may not be assessed against members of the Sick Leave Bank without prior approval from the Sick Leave Bank Board.
- 8-12-2 An employee who is a member of the Sick Leave Bank may apply to use days from the Bank under the following conditions:
  - 8-12-2-1 The applicant must first use all of her own accumulated excused leave and all vacation if applicable days before she is eligible to apply to the Bank for additional days.
- 8-12-3 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.

- 8-12-4 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.
- 8-12-5 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.
- 8-12-6 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.
- 8-12-7 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.
- 8-12-8 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.
- 8-13 Food Service employees who have exhausted their excused leave and personal leave and are unable to return to work shall make application for a District approved leave of absence without pay.
- 8-14 Part Time employees will be granted one (1) day of paid time off during the period of August 1 through payroll closing date in December and one (1) day of paid time off during the period beginning with the first day of the January payroll through the last scheduled work day of the school year
  - 8-14-1 If the employee has 100% attendance during the period August 1 through the payroll closing date in December, the employee will be paid an attendance bonus equal to two (2) days' wages on the December payroll.
  - 8-14-2 If the employee has 100% attendance during the period beginning the first date of the January payroll through the last scheduled work day of the year, the employee will be paid an attendance bonus equal to two (2) days' wages on the last payroll.

# **ARTICLE NINE**

## **HOURS OF WORK AND SHIFT PREMIUM**

### **9-1 HOURS**

- 9-1-1 Full-time food service employees will be scheduled for at least 30 hours each week.
- 9-1-2 The workweek shall consist of five (5) consecutive days, Monday through Friday.
- 9-1-3 Under normal circumstances a twenty (20) minute lunch period is allowed at approximately midway of the work shift for full time employees. Should emergencies or other unusual circumstances require the employee to interrupt or miss the regular lunch period, the lunch period may be taken during the shift as convenient with the work schedule requirements.
  - 9-1-3-1 Part- time employees are eligible to receive one (1) school meal per day at District expense. If an employee works less than 4 hours in a day, the employee shall eat on their own time. If the shift is longer than four hours, a ten (10) minute meal period will be allowed as convenient with the work schedule requirements.
- 9-1-4 All full-time employees shall be allowed a rest period approximately midway of the first four (4) hours of the shift and again midway of the second four (4) hours of the shift. Such rest periods shall be with pay and shall be of ten (10) minutes duration. The rest period is intended to be a recess to be preceded and followed by an extended work period; consequently, it may not be used to cover a food service employee's late arrival to or an early departure from work, or to extend the lunch period, nor may it be accumulative if not taken.
- 9-1-5 A shift premium of ten (10) cents per hour worked shall be paid to any full-time food service employee who starts work on or after 12:00 noon or before 8:00 p.m.
  - 9-1-5-1 A shift premium of twenty (20) cents per hour worked shall be paid to any full-time employee who starts on or after 8:00 p.m. or before 5:00 a.m.
  - 9-1-5-2 Employees who work beyond their normal shift hours shall continue to receive the shift premium determined by their starting time, except if a full shift is worked. The shift premium for that shift or the shift premium for the first eight (8) hours, whichever is greater, shall be paid. Food service employees must be at work to be entitled to the shift premium.
- 9-1-6 Working schedules, special orders and assignments shall be posted on the official bulletin board, indicating regular assignments of personnel.

### **9-2 HOLIDAYS**

- 9-2-1 Holidays for food service employees shall be observed as shown on the official school calendar adopted by the Board of Education.
- 9-2-2 A food service employee required to work on an official school holiday shall be paid at the rate of one and one-half times the normal rate of pay.

## **ARTICLE TEN**

### **SENIORITY**

- 10-1 Seniority shall mean length of continuous service as a nutrition services employee
- 10-2 The administration shall keep seniority lists up to date at all times and will provide to the Union copies upon request.
- 10-3 Loss of seniority shall result from the following:
  - 10-3-1 Voluntary resignation.
  - 10-3-2 Discharge for cause.
  - 10-3-3 Failure to return to work from layoff or leave of absence within five (5) workdays of notice to return.
- 10-4 In the case of a layoff, or abolishment of a position, notice of such action shall be given to the affected employee(s) in written form, either by the personnel department, his or her supervisor or by certified mail. In either case, a minimum of ten (10) workdays of notice shall be given prior to the effective date of layoff.
  - 10-4-1 An employee selected for layoff shall have bumping rights over other employees within the same job classification, provided the affected employee has the most seniority.
  - 10-4-2 If an employee is in a position that has been selected for layoff is determined to be qualified for a position in a lesser classification within the bargaining unit and such employee has departmental seniority over any other employee in such lesser classification, then the senior employee may exercise bumping rights. The determination of qualifications of any employee wishing to exercise bumping rights into a lower classification shall be based on the employee's previous successful experience in the lower classification.
  - 10-4-3 The exercise of bumping rights by an employee shall be initiated in writing by such employee within five (5) working days from the date of receipt of a layoff notice or such rights shall be forfeited.
  - 10-4-4 Any employee displaced through the bumping rights process may exercise the same rights with a lesser position.
  - 10-4-5 Food Service employees shall be recalled according to seniority in the inverse order of layoffs.
  - 10-4-6 The action in Article 10-4 does not require going through the posting practice.

# ARTICLE ELEVEN

## JOB POSTINGS

- 11-1 The District may make temporary transfers, including trainees, not exceeding ninety (90) calendar days, of food service employees to positions other than those they normally perform in order to meet the requirements of the operation. A letter shall be given to the food service employee stating the starting and ending dates of said transfer.
- 11-2 A food service employee may be requested to temporarily perform work in a classification higher or lower than the current position.
- 11-3 Training programs for kitchen managers and cook bakers shall be for a period of no longer than sixty (60) workdays unless extended mutually. At the completion of or upon leaving the training program, food service employees shall be returned to the position occupied previous to the training provided they are not selected for other openings.
- 11-4 The following order of criteria shall be applied when a position/vacancy exists within the bargaining unit.
  - 1. Qualifications
  - 2. Seniority
- 11-5 Notice of all positions within the bargaining unit shall be posted on the District website for seven (7) work days
- 11-6 All permanent positions except Kitchen Managers will be appointed by Nutrition Services administration in accordance with 11-4
- 11-7 When selecting personnel for a Kitchen Manager position, the most qualified applicant making application shall be selected to fill the vacancy or new position, as determined by an interview committee consisting of a nutrition services coordinator, a representative of AFSCME, selected from a pool designated in 11-7-1, who currently works at the level being interviewed for, a member of school administration (not required for cook/baker), and a member of the school kitchen team.
  - 11-7-1 By September 1st each year, the Union shall provide the Office of Human Resources with a list of six (6) AFSCME employees to participate in interviews in the coming year. For interviews required by 11-7, the Office of Human Resources shall select a person from that list to serve on the interview team.
  - 11-7-1 A change in the number of hours worked by an employee shall not be considered as a vacancy and shall not be posted as provided for in 11-4.
  - 11-7-2 An employee promoted under the provisions of this section shall remain in a twenty (20) workday trial period. Should the employee fail to become permanently assigned during the trial period, the employee shall be returned to the former position. An employee requesting to return to the former position must do so within twenty (20) workdays.
- 11-8 Posting for newly created positions or vacancies shall include the following:
  - 1. Requirements - qualifications
  - 2. Classification - rate of pay
  - 3. Place of work
  - 4. Hours to be worked
- 11-9 The District shall assign food service employees to other associated duties rather than reduce the food service employee's daily hourly load during the contract work year.
  - 11-9-1 Kitchen Managers and Cook/Bakers shall not be hired for less than six hours per day.

## **ARTICLE TWELVE**

### **OVERTIME**

- 12-1 For overtime purposes, a workweek is a period of one hundred sixty-eight (168) hours during a seven (7) consecutive day period beginning Monday of each workweek.
- 12-2 The acceptance of emergency overtime assignments is considered a condition of employment and refusal may result in disciplinary action.
- 12-3 Time and one-half of the food service employees regular rate of pay shall be paid for work under the following conditions:
  - 12-3-1 All work performed in excess of forty (40) hours within the food service employees work week.
- 12-4 An employee shall have the right to refuse overtime except as provided under 12-2, or in the event of extenuating circumstances.
- 12-5 An employee who returns to work because of a call back after leaving the work site and upon completion of his regular assigned schedule of work shall receive credit for a minimum of four (4) hours work. An employee shall not have the right to file grievance for overtime after refusal.

## **ARTICLE THIRTEEN**

### **BULLETIN BOARD**

- 13-1 Bulletin board space shall be made available to the Union in each building within the school system for posting Union information as follows:
  - 1. Notice of recreational or social events.
  - 2. Notice of election.
  - 3. Notice of results of election.
  - 4. Notice of meetings.
  - 5. Notice of job openings.
  - 6. Other organizational material.
- 13-2 The Union accepts all responsibility for material posted on the designated bulletin boards. Nothing of a political nature shall appear or be posted on the bulletin boards. A copy of any such posting shall be provided to the Office of Human Resources before posting.
- 13-3 The Director for Human Resources or his designee shall have the right to refuse the posting of any materials on the designated bulletin board, and the decision shall not be subject to review through the grievance procedure.

## **ARTICLE FOURTEEN**

### **SAFETY**

- 14-1 It is the food service employee's responsibility to notify the immediate supervisor of equipment requiring service or repair.
- 14-2 A food service employee shall not be required to work in an area after a safety hazard has been found to exist by the District safety officer.

## **ARTICLE FIFTEEN**

### **DEDUCTION OF UNION DUES**

- 15-1 The Board adopts the Union check-off system whereby Union dues as uniformly established by the Union shall be withheld from the food service employee's pay on a monthly basis during the months of September through August for full time employees, or for September through June for part-time employees, provided there has been signed authorization filed with the Board. The statement itemized by the employer, together with total dues deducted, shall be transmitted monthly to the secretary-treasurer of the Union.
- 15-2 The Union agrees to indemnify and save the School District harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for the Union dues from the food service employee's pay. The Union assumes full responsibility for the deposition of the money so deducted, once the money has been turned over to the Food Service Unit Local Union, LOCAL 155H AFSCME/AFLCIO, by the Board.
- 15-3 Pay authorization form shall read as follows:
- 15-3-1 "I hereby request and authorize you to deduct from my earnings the current initiation fee being charged by AFSCME/AFLCIO, Local Union No. 155H, and effective the same date to deduct from my earnings each month, September through August for full time employment or September through June for part time employment, a sufficient amount to provide for the regular payment of the current rate of monthly Union dues as certified by the Union. The amount deducted shall be paid to the Treasurer of LOCAL 155H AFSCME/AFLCIO, Food Service Unit, of the American Federation of State, County, and Municipal Employees. This authorization shall remain in effect unless terminated by me upon sixty (60) days written notice to the Union in advance or upon termination of my employment.

## **ARTICLE SIXTEEN**

### **MANAGEMENT RIGHTS**

- 16-1 The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, responsibilities and prerogatives conferred upon and vested in it by the laws and the constitution of the State of Colorado and of the United States. The exercise of these powers, rights, authority, duties, responsibilities and prerogatives by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.
- 16-1-1 The District shall retain the right to warn, reprimand, lay off, discharge, demote or transfer any and all food service employees who violate policies or rules adopted and published by the District.
- 16-1-2 When existing work rules are revised, the Office of Human Resources shall provide the Union with a copy before the effective date of the revision.
- 16-1-3 When existing work rules are revised, the Office of Human Resources shall post copies on the bulletin boards at food service job sites before the effective date of the revision.
- 16-1-4 The Office of Human Resources shall provide employees with a copy of existing work rules. New employees shall also be provided with a copy of the work rules.
- 16-1-5 Work rules shall be applied fairly and uniformly to all employees.
- 16-1-6 Written Class I Disciplinary Action Reports shall be removed from a food service employee's personnel file after a period of two years upon request by the employee concerned.

## **ARTICLE SEVENTEEN**

### **WAIVER**

- 17-1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union for the life of this Agreement, except as provided in Article Four, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated, unless mutually agreeable to both parties, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

## **ARTICLE EIGHTEEN**

### **TOTAL AGREEMENT**

- 18-1 This Agreement supersedes any previous Agreements between the Board and the Union and constitutes the entire Agreement between the parties.

## **ARTICLE NINETEEN**

### **STRIKE CLAUSE**

- 19-1 During the term of this Agreement or the term of any Agreement negotiated as a result hereof or during the extension or renewal thereof, the Union shall not cause or permit its members to cause, nor shall any member of the Union take part in any strike, sit-down, stay-in, or slowdown affecting any site operated by the Board of Education or any curtailment of work, restriction of services, or interfere with the operations of the Board of Education in any manner. During the term of this Agreement or such other Agreements as may be negotiated or any extensions or renewals thereof, there shall be no lockouts by the Board of Education.
- 19-2 In the event of any violations of this Agreement, the Union shall post notice immediately at all sites affected, advising that it is in violation of this Agreement and unauthorized by the Union.
- 19-3 A violation of the provisions of this Article by any individual food service employee of the District shall be cause for the immediate discharge of that food service employee, providing such a discharge is equally applied to all violators of this Article.

## **ARTICLE TWENTY**

### **SALARIES**

- 20-1 The salary schedule for food service employees covered by this Agreement shall be effective September 1, 2017 and is set forth in Appendix A attached hereto and made a part hereof.
- 20-2 When applicable, step increases shall be granted to food service employees who complete 100 days of successful work experience.
- 20-3 Employees who are reclassified shall be placed in the new classification at steps as indicated below:
- 20-3-1 Within the same classification - remain at the same step.
  - 20-3-2 To a lower classification –placed at a step in the lower classification equal to or better than the hourly wage previously held in the higher
  - 20-3-3 To a higher classification - placed on a step in the new classification that equals or exceeds their current salary.
- 20-4 **LONGEVITY PAY**
- 15-20 years of service .....\$500
  - 21 plus years of service .....\$600
- 20-4-1 Such compensation shall be granted September 1 yearly in accordance with regular payroll practices; i.e., distributed equally over twelve (12) monthly payments.
- 20-5 All employees hired prior to January 1 and complete the contract work year will be paid a uniform allowance of three hundred fifty dollars (\$350) in their June paycheck
- 20-7 Employees who obtain School Nutrition Association Certification shall be eligible for an addition of \$450 to their yearly salary, pro-rated over a 9 or 12 month period.
- 20-7-1 Original proof of such certification must be submitted to the Human Resources office prior to September 1.
  - 20-7-2 Proof of continuing certification must be provided prior to September 1 of each year. Failure to provide proof of continuing certification shall result in the loss of such stipend until the next September.
- 20-8 A new employee who works ninety-one (91) days during the school year shall be reimbursed the cost of fingerprinting in the June paycheck.

# APPENDIX A

## NUTRITION SERVICES SALARY SCHEDULE

**November 8, 2017 – December 31, 2017**

<b>Step</b>	<b>Kitchen Assistant I</b>	<b>Kitchen Assistant II</b>	<b>Kitchen Manager I</b>	<b>Kitchen Manager II</b>
1	\$9.40	\$9.65	\$13.00	\$15.55
2	\$9.70	\$9.97	\$13.38	\$16.01
3	\$10.00	\$10.29	\$13.76	\$16.47
4	\$10.30	\$10.61	\$14.14	\$16.93
5	\$10.60	\$10.93	\$14.52	\$17.39
6	\$10.90	\$11.25	\$14.90	\$17.85
7	\$11.20	\$11.57	\$15.28	\$18.31
8	\$11.50	\$11.89	\$15.66	\$18.77
9	\$11.80	\$12.21	\$16.04	\$19.23
10	\$12.10	\$12.53	\$16.42	\$19.69
11	\$12.40	\$12.85	\$16.80	\$20.15
12	\$12.70	\$13.17	\$17.18	\$20.61
13	\$13.00	\$13.49	\$17.56	\$21.07
14	\$13.30	\$13.81	\$17.94	\$21.53

**January 1, 2018 – December 31, 2018**

<b>Step</b>	<b>Kitchen Assistant I</b>	<b>Kitchen Assistant II</b>	<b>Kitchen Manager I</b>	<b>Kitchen Manager II</b>
1	\$10.30	\$10.55	\$13.90	\$16.65
2	\$10.60	\$10.87	\$14.28	\$17.11
3	\$10.90	\$11.19	\$14.66	\$17.57
4	\$11.20	\$11.51	\$15.04	\$18.03
5	\$11.50	\$11.83	\$15.42	\$18.49
6	\$11.80	\$12.15	\$15.80	\$18.95
7	\$12.10	\$12.47	\$16.18	\$19.41
8	\$12.40	\$12.79	\$16.56	\$19.87
9	\$12.70	\$13.11	\$16.94	\$20.33
10	\$13.00	\$13.43	\$17.32	\$20.79
11	\$13.30	\$13.75	\$17.70	\$21.25
12	\$13.60	\$14.07	\$18.08	\$21.71
13	\$13.90	\$14.39	\$18.46	\$22.17
14	\$14.20	\$14.71	\$18.84	\$22.63

# APPENDIX A

## NUTRITION SERVICES SALARY SCHEDULE

**September, 2018 – August, 2019**

<b>Step</b>	<b>Kitchen Assistant I</b>	<b>Kitchen Assistant II</b>	<b>Kitchen Manager I</b>	<b>Kitchen Manager II</b>
1	\$ 11.20	\$ 11.45	\$ 14.65	\$ 17.45
2	\$ 11.50	\$ 11.77	\$ 15.03	\$ 17.91
3	\$ 11.80	\$ 12.09	\$ 15.41	\$ 18.37
4	\$ 12.10	\$ 12.41	\$ 15.79	\$ 18.83
5	\$ 12.40	\$ 12.73	\$ 16.17	\$ 19.29
6	\$ 12.70	\$ 13.05	\$ 16.55	\$ 19.75
7	\$ 13.00	\$ 13.37	\$ 16.93	\$ 20.21
8	\$ 13.30	\$ 13.69	\$ 17.31	\$ 20.67
9	\$ 13.60	\$ 14.01	\$ 17.69	\$ 21.13
10	\$ 13.90	\$ 14.33	\$ 18.07	\$ 21.59
11	\$ 14.20	\$ 14.65	\$ 18.45	\$ 22.05
12	\$ 14.50	\$ 14.97	\$ 18.83	\$ 22.51
13	\$ 14.80	\$ 15.29	\$ 19.21	\$ 22.97
14	\$ 15.10	\$ 15.61	\$ 19.59	\$ 23.43

**September, 2019 – August, 2020**

<b>Step</b>	<b>Kitchen Assistant I</b>	<b>Kitchen Assistant II</b>	<b>Kitchen Manager I</b>	<b>Kitchen Manager II</b>
1	\$12.10	\$12.60	\$15.35	\$18.35
2	\$12.40	\$12.92	\$15.73	\$18.81
3	\$12.70	\$13.24	\$16.11	\$19.27
4	\$13.00	\$13.56	\$16.49	\$19.73
5	\$13.30	\$13.88	\$16.87	\$20.19
6	\$13.60	\$14.20	\$17.25	\$20.65
7	\$13.90	\$14.52	\$17.63	\$21.11
8	\$14.20	\$14.84	\$18.01	\$21.57
9	\$14.50	\$15.16	\$18.39	\$22.03
10	\$14.80	\$15.48	\$18.77	\$22.49
11	\$15.10	\$15.80	\$19.15	\$22.95
12	\$15.40	\$16.12	\$19.53	\$23.41
13	\$15.70	\$16.44	\$19.91	\$23.87
14	\$16.00	\$16.76	\$20.29	\$24.33

# ATTESTATION

THE PROVISIONS OF THIS AGREEMENT SHALL BE EFFECTIVE AS OF 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

FOOD SERVICE EMPLOYEES' CHAPTER  
LOCAL NO. 155H, AFSCME/AFLCIO

By SIGNATURE ON FILE  
President, Board of Education

By SIGNATURE ON FILE  
President, Local No. 155H

By SIGNATURE ON FILE  
Vice President, Board of Education

By SIGNATURE ON FILE  
Business Representative  
State Council 76, AFSCME/AFLCIO

# Memorandum of Understanding

## Food Service Employees Chapter Local No. 155H, AFSCME/AFLCIO

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 Agreement, and fully and finally settles the 2018-19 round of collective bargaining negotiations between Pueblo School District 60 and AFSCME:

1. Changes to adjust for required minimum wage increases will be applied to the AFSCME salary schedule and paid to members of the bargaining unit beginning September 2018; and
2. Steps are frozen and will not be awarded for the 2018-2019 school year.
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

Date 5/22/2018

Date 5/21/2018

By SIGNATURE ON FILE  
Vice President, Board of Education

By SIGNATURE ON FILE  
Vice President

Date 5/22/2018

Date 5/21/2018

# Memorandum of Understanding

## Food Service Employees Chapter Local No. 155H, AFSCME/AFLCIO

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 Agreement, and fully and finally settles the 2019-20 round of collective bargaining negotiations between Pueblo School District 60 and AFSCME:

1. Changes to adjust for required minimum wage increases will be applied to the AFSCME salary schedule and paid to members of the bargaining unit beginning September 2019; and
2. Driver positions will be considered contracted positions with a minimum of 6 hours for contract days; and
3. Steps will be awarded to contracted employees when applicable including Kitchen Manager I, Kitchen Manager II, cook/baker, and driver positions; and
4. An additional \$.25 will be added to each step in the Kitchen Assistant II lane.

PUEBLO SCHOOL DISTRICT NO. 60  
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

Date 7/30/2019

Date 7/24/2019

By SIGNATURE ON FILE  
Vice President, Board of Education

Date 7/30/2019

# Memorandum of Understanding

## Food Service Employees Chapter Local No. 155H, AFSCME/AFLCIO

### and Pueblo School District No. 60

May 2019

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

- The work week shall consist of a minimum of four (4) consecutive days
- The "Contract Work Year" as used in the agreement will consist of a minimum of 155 days as determined by district work calendars. Kitchen Managers and cooks will have a minimum of 158 days.
- Kitchen Manager II employees are authorized to work 9 hours each work day, exclusive of a duty-free lunch. (Fix for training days)
- Only contracted employees (Kitchen Manager, Cook/Baker, Driver) will be eligible for District Insurance Benefits. Eligibility for hourly nutrition services employees shall be determined in accordance with federal law.
- Only contracted employees (kitchen manager, Cook/Baker, Driver) will be eligible for Excused Leave benefits. Contracted food service employees on active duty or approved leave the first day of the current contract year shall accrue eleven (11) days of excused leave with full pay in each school year.
- 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

FOOD SERVICE EMPLOYEES' CHAPTER  
LOCAL NO. 155H,  
AFSCME/AFLCIO

By SIGNATURE ON FILE  
President, Board of Education

By SIGNATURE ON FILE  
President

Date 5/21/2019

Date 5/20/2019

By SIGNATURE ON FILE  
Vice President, Board of Education

Date 5/21/2019