

2011 – 2012 Contract

Between

Douglas County Federation of Classified Employees Local No. 2265 AFL-CIO

And

Douglas County School District Re-1

2011 – 2012 Revisions in Blue

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CONTRACT

I. RIGHTS

A. Preamble

1. This Agreement is made and entered into by and between the Douglas County Federation of Classified Employees (DCFCE), affiliated with the American Federation of Teachers and the AFL-CIO, hereinafter referred to as the "DCFCE," and the Board of Education of Douglas County School District Re-1, hereinafter referred to as the "District," or the "Board."
2. The District assists parents in fulfilling their responsibilities by providing a quality education program to the students of the District. The employees covered by this Agreement are an integral part of fulfilling the District's mission. The District has determined that quality services for the community are best achieved through dialogue between the District and employees and the DCFCE, and collaboration among them on matters of mutual concern or interest. In furtherance of that goal, the District has created various forums and opportunities for consultation and collaboration between the District and the DCFCE. The parties embrace this Agreement as providing a fair and workable framework for the analysis and resolution of problems and concerns that may arise or be identified. Both the District and the DCFCE commit to utilizing the processes of this Agreement or other mutually-agreed upon mechanisms to address issues or problems that may arise.
3. The District and the DCFCE mutually agree that the role of the DCFCE, as the exclusive representative of employees in the classified bargaining unit, should in no way reduce the quality of service provided to students and District patrons, and that the professionalism of employees covered by this Agreement will continue to be consistent with the high standards expected of public education employees entrusted with the safety, welfare, and education of District students. Employees have the responsibility to observe rules of conduct and ethical principles established by state law or Board of Education action. The governing premise is that employees will be fairly compensated for the full and faithful performance of their work responsibilities. It is recognized that every member of the school community has a responsibility to see that ethical guidelines and behavior standards are met.
4. The Douglas County Federation of Classified Employees and the Douglas County School District agree to establish a Living Contract. This will provide for ongoing discussions and timely decision-making on matters that will improve union-management relations and build a more effective overall system. The Negotiations Team shall be authorized to discuss any issue of mutual interest or concern and to reach tentative agreements on issues in a timely manner without delaying action until the expiration and re-negotiation of the collective bargaining agreement. The Negotiations Team shall have the power to amend the Contract

provided that any amendments shall be subject to internal ratification and approval procedures of the District and DCFCE.

The overall charge of the Negotiations Team utilizing a living contract shall include but not be limited to the following:

- What's best for students is the shared value for any specific proposal advanced by either the District or the DCFCE
- Conduct ongoing negotiations monthly
- Resolve disputes or problems in the interpretation and application of the Contract as they arise
- Revise the provisions of the Contract in order to clarify, organize and streamline language and meaning, correct contradictions or inconsistencies, and remove outdated language
- View collective bargaining as collaborative rather than positional by using Interest-Based Bargaining
- Use the collective bargaining process to build a more genuine profession for classified employees and more effective schools/sites

B. Recognition

1. Recognition as Representative. In May 2005 the majority of classified employees voting in an election, selected the Douglas County Federation of Classified Employees ("DCFCE") to represent them for purposes of collective bargaining. The Board of Education of Douglas County School District Re-1 ("Board" or "District") recognizes the DCFCE, affiliated with the American Federation of Teachers, as the sole and exclusive representative of the employees in the bargaining unit described in subparagraph B., below, for the purpose of bargaining on the following topics:
 - Bargaining Procedure, including methods of resolving impasse
 - Salaries and Fringe Benefits
 - Leaves of Absence
 - Grievance Procedure
 - Hours of Work
 - Other working conditions as may be mutually agreed upon
2. Classified Bargaining Unit. The classified bargaining unit includes only those classified employees of the District in non-exempt job categories not otherwise represented by another union, and excluding:
 - substitutes
 - temporary employees

- contract employees
- employees who have immediate access to confidential information regarding negotiations with the DCFCE
- all employees in the professional technical job areas
- all administrative positions
- all positions licensed by the Colorado Department of Education except for the positions of Sign Language Interpreter/Tutor, Certified Occupational Therapist Assistant (COTA), Occupational Therapist Assistant (OTA), and Speech & Language Pathologist Assistant
- any person or employee hired, selected and supervised by a charter school.

As of the date of this Agreement, non-administrative positions excluded from the bargaining unit include the classifications listed in the attached Exhibit A.

3. New Job Classifications. Whenever the District creates a new classification which would appropriately fit within the DCFCE bargaining unit by virtue of the similarity of duties and responsibilities based on the above criteria, the Human Resources Department of the District will inform the DCFCE of the new classification. The DCFCE and Human Resources will subsequently meet for the purpose of agreeing on an appropriate pay range for the new job classification. In the event agreement cannot be achieved, the District will establish the pay range to be in place pending resolution of the compensation question at the next round of negotiations. For the purpose of this section, it is understood that the District has the right to determine the duties, responsibilities and requirements of any job classification.
4. Additions or Removal of Existing Classifications. In the event the District modifies the duties or responsibilities of a classification not in the bargaining unit such that, by operation of the above criteria, it should be included in the bargaining unit, the question of inclusion will be the subject of negotiations between the District and the DCFCE. The same is true if the duties or responsibilities change so that inclusion in the bargaining unit is no longer appropriate.
5. Modification of Existing Classifications. Human Resources will inform the DCFCE of any modifications to any current job classifications.

C. General Provisions

1. No Job Actions. The DCFCE and the Board subscribe to the principle that any and all differences between them and the members of the unit should be resolved by peaceful and appropriate means without interruption of the District's operations. Accordingly, the DCFCE agrees that it will not instigate, engage in, support, encourage or condone in any way, a strike, work stoppage or other concerted refusal to perform work on the part of any of the members of the union.
2. Headings. Any headings preceding the text of the sections in this Agreement is solely for convenience or ease of reference, and shall not constitute part of this

Agreement, nor shall it affect the meaning, construction or effect of any of the sections of this Agreement.

3. Savings Clause. This Agreement shall be governed and construed according to the constitution and laws of the State of Colorado. In the event any provision of this Agreement is or shall be at any time held to be contrary to that law by a court of last resort of Colorado or of the United States, or by a court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, all other provisions of this Agreement shall remain in effect, and, within ten (10) days after such provision has been held contrary to the law, the parties shall meet to negotiate a substitute provisions.

D. Duration of Agreement

- This Agreement shall be in full force and effect from July 1, 2011 through June 30, 2012.
- Reopening. Negotiations procedures for subsequent periods, or to modify the Agreement during its terms are covered in the Negotiations section of this Agreement.

E. Definitions

Board of Education. The terms "Board" or "Board of Education" refers to the governing board of the District as appointed and constituted consistent with Colorado law.

Continuous Service. An employee's continuous service with the District means the period of time since the most recent hire date for which the employee has been continuously employed. Service is also deemed to be continuous if an employee is on approved leave. Any employee who has resigned must return to work within one (1) year for employment service to be deemed continuous. Being off work for more than one (1) year is considered to be a break in employment.

Department. The term "department" refers to a functional division or operating unit within the Douglas County Schools, such as the Special Services Department, Human Resources Department, Maintenance Department, or Transportation Department.

District. The term "District" refers to Douglas County School District Re-1, a school district organized and operating under the laws of the State of Colorado.

Employee. The term "employee" refers to an individual who has been hired by the District to perform the duties of a particular position and who has successfully passed through all steps of the District's employment process and is being paid in accordance with the duly recognized District salary schedule.

Exempt Employee. The term "exempt employee" refers to an employee of the District who is deemed exempt from the overtime provisions of the Fair Labor Standards Act, as amended.

Federation or DCFCE. The term "Federation" or "DCFCE" refers to the Douglas County Federation of Classified Employees which is affiliated with the Colorado Federation of Teachers and the American Federation of Teachers.

Job Assignment. The term “job assignment” refers to a particular site or department where the work is to be performed by an employee, and bearing a title indicating membership in a job classification. (Example: Educational Assistant at Eldorado Elementary School)

Job Classification. The term “job classification” refers to a group of jobs that share similar duties and responsibilities and are assigned a common job title and a common job description. (Example: Educational Assistant)

Job Responsibilities. The term “job responsibilities” refers to the delegation of particular job duties and responsibilities or tasks to be performed by a particular employee holding a job assignment (defined in subsection G, above) appropriate to the duties assigned. (Example: Educational Assistant at Eldorado Elementary--Copy Room. For a TEA, the job responsibilities are the route package.)

Job Status. The term “job status” is defined in subsections 1-9, below.

- Probationary Employee. A probationary employee is an employee working as a full-time, part-time or internal services self-funded program employee, who has not completed 90 ~~calendar~~ scheduled work days of service after beginning employment with the District.
- Regular Employee. A regular employee has satisfactorily completed the 90 calendar day probationary period and is continuing in District employment.
- Full-Time Employee. A full-time employee is an employee who is regularly scheduled to work at least 35 hours per week up to 40 hours per week, for a minimum of 168 work days per school year.
- Part-Time Employee. A part-time employee is an employee scheduled to work an average of less than 35 hours per week, for a minimum of 168 work days per school year.
- Long-Term Substitute. A long-term substitute employee is an employee who is taking-over duties of an absent employee for a specific period of time, up to 90 work days.
- Temporary Employee. A temporary employee is an employee whose total duration of job assignment is expected to be for a specific period of time, up to 168 days.
- Substitute Employee. A substitute employee is an employee who is employed on an as-needed basis in place of a full-time or part-time employee for a continuous period of less than 10 work days in any one position.
- Internal Services Self-Funded Program Employee. An internal services self-funded employee is an employee who works in one of the District’s self-funded programs, such as Before & After School, Intercession, Pre-School, Nutrition Services or other program(s) required to generate revenues to support their operation.
- Charter School Classified Support Staff Employee. A charter school classified

support staff employee is any person or employee hired, selected and supervised by a charter school.

Non-Exempt Employee. The term “non-exempt employee” refers to an employee who is deemed not exempt from the overtime provisions of the Fair Labor Standards Act, as amended.

Pay Grade. The term “pay grade” refers to a particular level of compensation characterized by a minimum salary level and a maximum salary level to which one or more job classifications are assigned for pay purposes based on judgment about market conditions and the skill, effort and responsibility of the job.

Route Package. Route packages for Transportation Education Assistants identifies the hours, the area(s) served, and schools served, and any other work duties which are part of the assignment.

School Year. The term “school year” means the period beginning on the first day of July and ending on the thirtieth day of June.

Seniority. The term “seniority” refers to the length of service that an employee has with the District. The measure of seniority may differ from one section to another. For purposes of reduction in force or recall, seniority shall mean the total period of an employee’s service measured in years, months and days of service since the most recent hire date without a break of service. Approved leaves of absence or absence due to a reduction in force are not a break in service and will not reduce the total length of service. Rehire within one (1) year of separation is not considered a break in service.

Site. The term “site” as used in this Agreement, shall refer to a physical location where employees of the District are assigned to work or to report for work.

Superintendent. The term “Superintendent” refers to the individual duly appointed to serve as the Superintendent of Schools of the Douglas County School District Re-1 by the Board of Education.

Supervisor. The term “supervisor” refers to an employee of the District whose responsibilities include the management, supervision or direction of one or more District employees, and includes such functions as evaluating, scheduling, reprimanding, counseling, and/or disciplining another District employee, or making recommendations to another District official regarding any of the foregoing.

F. Federation Rights

1. Meetings with the Superintendent. At the request of a party, the Superintendent and/or his/her designee will meet at least monthly with up to three (3) authorized representatives of the DCFCE to discuss matters of mutual concern and matters relating to the implementation of this Agreement. Other representatives may be included at the request of the Superintendent and/or his/her designee.
2. Orientation for New Classified Employees. The DCFCE shall have the right to participate in orientation activities for new employees according to a time

mutually agreed upon with the administration.

3. Authorized Union Representatives. The DCFCE shall provide the District with an official list of all DCFCE officers and designated authorized representatives assigned to each site by the end of the second week of September of each year. If any changes occur during the school year, the DCFCE will notify the District as soon as possible.
4. Designated Union Representative. The DCFCE can designate one classified employee to be granted leave for a percentage of time mutually agreed upon on an annual basis by the DCFCE and the District. The cost of compensation and benefits for the employee shall be apportioned by the DCFCE and the District as the parties may agree. In the event agreement cannot be reached, the cost of compensation and benefits will be split 50/50.
5. Union Business Time.
 - a. Negotiations. During scheduled negotiations sessions between the District and the DCFCE, the District will release employees who are members of the DCFCE negotiating team from their regular work duties without loss of time or pay for the purpose of participating in negotiations. Such hours will be considered as hours worked for purposes of computing District pay and benefits. In no event will any compensation provided to DCFCE negotiators by the DCFCE be considered a District payment, nor will it in any way affect the computation of pay and benefits due to the employee by and from the District.
 - b. Time for Investigations, Disciplinary Hearings or Grievances. Building or site representatives who are asked to attend a grievance, disciplinary, or investigative meeting called by the District, and released by the District for the purpose of attending such a meeting will not suffer any loss of time or pay for the time actually spent in the meeting, conference or grievance. Any additional time spent by the representative in conferring with affected employees, other union officials, or doing other research or background activities will be considered as union time and will be performed outside of the employee's regular work hours, and without compensation from the District.
 - c. Mutually Beneficial Activities. Activities by an employee serving as a DCFCE officer or representative deemed by the Human Resources Department of the District to mutually benefit the District and the DCFCE may be treated as time worked by the employee in the discretion of the Human Resources Department. Such activities might include training of DCFCE officers and representatives.
 - d. Other Union business. Union officials or representatives may be released from work, without loss of time or pay, for other activities not covered above at the request of the President or Vice-President of DCFCE provided that the DCFCE reimburses the District for the employee's salary, PERA and

Medicare contributions for such time. In instances where the District employs a substitute to cover for the absent employee the DCFCE will reimburse the cost of the substitute. The DCFCE recognizes that many employees work in critical or time sensitive activities. Where the release time requested may impact a critical function the President of DCFCE and the Assistant Superintendent of Human Resources will discuss the interests of the District and the DCFCE regarding such release. The District will provide up to a total of fifteen (15) days per year.

6. Bulletin Boards. The DCFCE, through its authorized representatives, shall have the right to post notices and other materials relating to DCFCE activities on bulletin boards provided at each work site or location. Such postings shall not include any political notices, nor matters of a personal nature.
7. District Delivery Service. The DCFCE may distribute communications and materials, or communicate through the District delivery service and/or email system items related to the DCFCE's activities with the District. It is recognized that existing employee mailboxes may be utilized; however, this section does not obligate the District to provide individual mail boxes where none otherwise exist.
8. Access to Buildings and Sites. DCFCE officers or other authorized representatives, not to exceed three (3) persons at any one time, shall be allowed access to any school or site in the District during the hours when employees are present, provided that the principal or supervisor in charge of the facility is notified of his/her/their presence and the purpose of the visit, and provided that the visit is conducted in such a way that it does not hamper or impede the work flow or operations at the site.
9. Meetings in District Facilities. The DCFCE, acting through its officers or representatives, shall have the right to schedule up to two (2) meetings per month in a District facility before and after regular duty hours, provided that such meetings do not conflict with any other scheduled activities. Reservation of the meeting facility should be coordinated through the District using the standard procedure(s) for using District facilities. If any additional cost is incurred, the DCFCE shall pay the actual additional cost.
 - a. Audiences at Board Meetings. The DCFCE President or person designated by him/her in writing, shall have the right to address the Board of Education during the audience portion of the agenda of all its regular meetings, subject to any reasonable time limitations then in effect.
 - b. Board Meeting Agendas. An advance copy of the agenda for each meeting of the Board of Education will be provided to the DCFCE, if available, at least twenty-four (24) hours prior to the meeting.
 - c. Board Minutes. The District will provide the DCFCE with unofficial copies of the minutes of regular and special meetings of the Board of Education at the same time it makes distribution of said minutes to principals. Unofficial minutes shall contain listings of all approved personnel changes. Copies of

official minutes will be furnished to the DCFCE upon the request of the DCFCE President.

- d. Listing of Employees. The District will provide the DCFCE with the names, addresses and job assignments of all members of the classified bargaining unit then employed on or about September 1. On a weekly basis thereafter, the District will provide the DCFCE with the names and job assignments of new bargaining employees, and with any changes of existing bargaining unit employees.
- e. Copies of Contract. The District will make an electronic copy of the Agreement available on the District website. Each year, the Agreement will be updated on the website to indicate any additions and/or modifications, including omissions, using colored font and strike-outs, respectively.
- f. Benefit Information. The District will provide each unit employee upon hiring, with benefit plan information published by carriers of programs provided by the District to employees.
- g. BOE/Administrative Policy Information. The District will provide the DCFCE with copies of any Board and Administrative policy changes and allow time for feedback prior to the final adoption of such policies by the BOE and/or Superintendent.

G. District Rights

1. District Rights. The DCFCE recognizes that the Colorado statutes require the Board of Education of the District to perform certain functions and tasks. The parties recognize that the Board and the administration of the District have determined that in carrying-out these statutory functions, it is desirable to collaborate with, consult with, and seek the advice of the DCFCE on a great variety of matters of common interest, beyond matters which are the subject of bargaining, as provided in this Agreement. Nevertheless, the DCFCE recognizes that after having obtained the DCFCE perspective on issues or matters of concern, there are certain matters which are ultimately determined by the Board of Education or District officials to whom the Board may have delegated authority. The DCFCE agrees that, except as provided in this Agreement, the District and the Board of Education have the right to make final decisions notwithstanding consultation and input from the DCFCE in areas which include, but are not limited to these rights:
 - a. The right to determine the District mission, policies, and standards of service offered to the public;
 - b. To determine the District budget or financial plan;
 - c. To plan, direct, control and determine the operations or services to be conducted by employees of the District;

- d. To determine the methods, means and number of personnel needed to carry-out the District's mission;
 - e. To direct the workforce;
 - f. To prescribe, effectuate and change service and work schedules;
 - g. To introduce new or improved facilities, equipment or operating methods;
 - h. To hire, assign and transfer employees
 - i. To reduce the staff and lay-off employees due to lack of work or funds, or changes in program priority, or other legitimate reasons
 - j. To discipline or discharge employees for cause;
 - k. To make, publish, and enforce rules, regulations and policies;
 - l. To determine minimum requirements of experience, health and physical and mental fitness for any District position, and to determine the qualifications of any individual for any position; and
 - m. To contract with other organizations for services or goods.
2. Role of the Board of Education. The DCFCE recognizes the prerogatives of the Board of Education to operate and manage the District's affairs in all respects in accordance with its authority, discretion, responsibility and powers of authority as set forth under the Constitution and laws of the State of Colorado.
 3. Probationary Employees. A probationary employee may be terminated by the District for any reason that the District, in its judgment, deems sufficient. For the purpose of this Agreement, an employee shall be considered a probationary employee for the first ninety (90) calendar scheduled work days after beginning employment with the District. The discipline or discharge of a probationary employee is not subject to the grievance procedure of this Agreement, and the District's determination regarding such action shall be final and binding on all parties.
 - a. Employees rehired within one year of their separation into a different classification/position will be probationary for 90 scheduled work days.
 4. Medical Exams. The District shall have the right to require employees covered by this Agreement to be examined by a doctor or other qualified provider of medical, psychological or health services selected by the District in order to determine the employee's fitness to work.
 5. Employee Rights. The DCFCE and the District recognize that classified employees in the DCFCE bargaining unit have the right to confer with the District and its managers and supervisors regarding problems, issues or concerns,

including individual employee grievances, without the intervention or involvement of the DCFCE or DCFCE representatives, provided that any decision or resolution arrived at between the District and the employee must be consistent with the provisions of this Agreement.

H. Non-Discrimination

1. Discrimination Prohibited. Neither the DCFCE nor the District shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, ancestry, marital status, sex, age, disability or sexual orientation.
2. Union Membership or Activity. The DCFCE recognizes its responsibility as the bargaining agent, and agrees to fairly represent all employees in the bargaining unit. Both the DCFCE and the District recognize that active membership in the DCFCE, as opposed to simply being employed in a position within the bargaining unit, brings with it certain rights and benefits. The rights and benefits attached to active membership in the DCFCE are as set forth and defined in the Constitution, By-Laws and other governing documents of the DCFCE. Neither the District nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the DCFCE, and there shall be no discrimination against any such employees because of lawful DCFCE membership or non-membership activity or status.

I. Dues Deduction

1. Dues Deduction. The District agrees to deduct monthly membership dues of bargaining unit employees who choose to authorize such a deduction, from the monthly pay of each bargaining unit employee who signs a dues deduction authorization form acceptable to the District and the DCFCE in accordance with the dues certified to the District by DCFCE officers. This deduction will occur for every month that the employee has pay sufficient to cover the deduction, after satisfying all other legal obligations. The DCFCE must submit the signed dues deduction authorization form to the District by the first (1st) day of the month, to be effective for that month's payroll. The pay date for District employees is the 20th day of the month, unless adjusted due to weekends or holidays. The DCFCE will set the dues structure which may provide different categories of dues, provided that the categories can be accommodated by the District's systems. Union dues must be equal for every member of a category of employees. The DCFCE may adjust the amount of the monthly dues deduction no more than once in any 12-month period unless mutually agreed upon by the District and the DCFCE. The District will not be required to deduct for a political action committee.
2. Payment to Union. The District will deliver the amounts so-deducted to the DCFCE within ten (10) days of the payroll processing date, by mailing or delivering the payment to the President or Treasurer of the DCFCE as may be identified to the District from time to time by the DCFCE.

3. Canceling Dues Deduction. Any dues deduction authorized under this Section may be cancelled as to any future dues payment by submitting a request to cancel to the Payroll Department or the DCFCE office. The party receiving the form from the employee will provide a copy to the other. The form of union deduction cancellation will be agreeable to the District and the DCFCE. Cancellation requests received by the District payroll department by the first (1st) day of the month will be honored effective for that month's payroll and any subsequent payrolls.
4. Reimbursement of Cost. The DCFCE will make an annual payment to the District in an amount equal to \$.05 for each transaction processed by the District pursuant to this dues deduction arrangement.
5. Hold Harmless. The DCFCE agrees to hold the District harmless and to indemnify the District from any and all liability, claims, demands and costs (including attorney fees and costs actually incurred) arising as a result of this dues deduction arrangement.
6. Notice of Inquiry or Claim. The District agrees to notify the DCFCE in writing at the time of any inquiry or claim made pursuant to this Section. The District further agrees to work and cooperate with the DCFCE's attorney(s) as pertains to any claims arising hereunder.

J. Personnel Records

1. Personnel File. The Douglas County Schools Department of Human Resources shall maintain the official personnel file for each employee. Derogatory material shall not be placed in the file unless either the employee acknowledges having received and/or read the material as indicated by the employee's signature on or referencing the document, or by a signed notation by a District official indicating that the employee was given the opportunity to sign the document and refused or failed to do so; however in any event, material furnished by the employee and copies of correspondence addressed to the employee shall not require the employee's signature.

It is further understood that the employee's signature or acknowledgment of having read the material does not signify that the employee agrees with its content. No anonymous communication shall be included in the file. Anonymous communications may not be used as evidence against an employee.

2. Supervisor's Working Files. A supervisor's working file includes information that a supervisor gathers on an ongoing basis that might be used in conferring with an employee, or as part of a formal employee evaluation. This information will be purged unless it is referenced in the summative evaluation document. If the information is used in a summative evaluation document, it will be placed in the employee's official personnel file, and such material will be provided to the employee.
3. Access to the Personnel File. Employees shall be given access to the portions of their employee personnel or supervisor's working file as guaranteed to them by

the Colorado Open Records Law upon seventy-two (72) hours notice to Human Resources. The employee shall have the right to be provided with copies of materials to which he/she is entitled at the employee's expense. The District may charge a reasonable fee for copies of personnel file contents.

4. Manner of Retention. The District is converting personnel files to electronic or file imaging systems. Accordingly, employee personnel files may not exist in paper format and some records may exist only in electronic form.

II. WORK ASSIGNMENTS AND CHANGES

A. Job Assignments, Transfers & Reductions

The provisions of this Section shall apply to all employees. In addition, job assignments for Transportation Education Assistants are governed by Exhibit C attached to this Contract.

1. Postings.

- a. In order to provide career enhancement opportunities for employees, and to allow existing employees to express interest in other vacant District positions, the District will post vacant classified job positions for a period of ten (10) consecutive work days, unless there are special circumstances requiring that the job be expeditiously filled, in which case, the posting will be for five (5) consecutive work days. Each posting will indicate the date that the position closes. Postings shall be accomplished by posting the notice on the District's Human Resources Department website. In addition, a notification of each posting will be electronically mailed to each classified employee's worksite.
- b. Positions which are to be filled by employees who are being reassigned by the District, will not be subject to the posting requirement. An administrator or supervisor may change an employee's job responsibility(ies) within the same classification at the same rate of pay and increase or decrease hours of employees within the same work location or division without posting the position.

2. Transfers.

- a. Only employees who have completed ninety (90) calendar days in their current position are eligible to apply for a posted vacancy. An employee wanting a transfer to a posted position for which the employee is qualified, must complete the online transfer application process located on the District website no later than noon (12:00 P.M.) on the posted closing date.
- b. The appropriate supervisor or hiring official will review all requests for transfer which are submitted by the deadline. The hiring official will screen all requests and determine which requests are from employees who do not meet minimum qualifications who will be removed from consideration and informed of that fact. From among the remaining requests, the hiring official will determine which employees to consider for further interview or selection

processing. There is no assurance that all District applicants will be interviewed for a vacant position. The hiring official or the District will inform successful candidates and additionally notify all candidates who were interviewed and not selected. The District will, upon employee request, provide feedback on his/her qualifications for the position. The judgments or decisions made by the hiring official or other District personnel in carrying-out the selection process and the hiring of staff are not subject to the District's grievance procedure.

3. Involuntary Transfers due to Changes in Program or Student Enrollment. An employee may be transferred from one school, site or department within the School District to another when programs are moved or modified, or when student enrollment changes.
 - a. When making decisions, the site administrator must first ask for a volunteer from those employees with satisfactory performance.
 - b. Based on program needs, the Superintendent or his/her designee will determine which employee(s) shall be involuntarily transferred.
 - c. After the decision is made, the site administrator must provide an employee notice explaining specific reasons for the involuntary transfer. Upon request, written notice will be provided.

After notice of involuntary transfer has been provided to an employee, Human Resources will assist an employee to find another position for which she/he is qualified in the same classification at the same rate of pay at another District location. The employee must accept the offered assignment within five (5) working days. This five day acceptance period may be shortened to accommodate unanticipated program needs. In such case, the DCFCE will be notified. The District has no further obligation to an employee who does not accept the offered position.

4. Reduction in Force (RIF). A reduction in force may take place when the Board of Education decides that a financial exigency exists or is expected to occur during the next fiscal year, or a program or operational change is to be made that justifies the cancellation of one or more support employee positions. A reduction in force ("RIF"), as defined here, only occurs when one or more employees will become unemployed as the result of the cancellation of positions and in which no other position with that classification exists at the time of the reduction.
 - a. Employees within their first three years with the District. When cancellation of support employee positions occurs, employees with three years or less with the District in the affected classifications will be reduced first, except when a classified employee must be retained due to unique qualifications to meet certain program needs. In such an event, the DCFCE will be provided a written explanation.
 - b. Employees with more than three years in the District. Employees with more than three years in the District in a classification to be reduced will be laid-off

in ascending order at a site or department, starting with the employee with the least amount of total years of service and going up the list until the desired staffing level is reached, except when a classified employee with less seniority must be retained due to unique qualifications to meet certain identified program needs. When an employee is retained under the above exception, the DCFCE will be provided with a written explanation of the basis for the exception.

- c. Reduction in Hours/Days. When an employee's annual hours have been reduced 25% or more, or the reduction has caused the employee to drop to a lower insurance benefit tier, the employee may decline the position offer in order to be placed on the Reduction In Force (RIF) list. ~~The employee will follow the Return to Position and Recall procedures.~~

Definitions:

1. R.I.F. – Employees whose position has been eliminated will be considered RIF. This period runs from the time of notification through the end of June. If the employee is not working prior to June 1, the ex-employee may continue to apply for In-District postings through June 30 as an in-district applicant. Qualified employees on the RIF list who make application for the in-district vacancy must be interviewed.
 2. ~~Recall List. Effective July 1, employees whose position has been eliminated and have not gained employment in another vacancy, will be on the recall list for up to 90 calendar days.~~
- d. Vacancies during RIF period.
1. Site Postings: Building Administrators may choose to post and fill vacant positions at their site with any qualified classified employee already at their site before creating an in-district posting. Site postings must be visible to all classified employees at that location for a minimum of five (5) calendar days.
 2. In-district postings: After site postings and interviews are completed, all remaining vacancies will be posted in-district only. All qualified in-district employees may apply. Qualified employees on the RIF list who make application for the in-district vacancy must be interviewed.
- e. RIF and Recall Qualifications.
~~An employee who is not on an improvement plan and has had his/her position eliminated due to a RIF by the District is eligible for recall according to this Contact's Recall procedure.~~
- f. Recall List. ~~Any employee who is not on an improvement plan who is laid-off due to a RIF by the District and do not obtain another position will be placed on a recall list for a period of ninety (90) calendar days effective July 1 (from their last day worked). Qualified employees will be rehired into vacant positions in the classification that they previously held, in seniority~~

~~order, with those holding the greatest seniority being hired first. The District will offer the positions by sending a registered or certified letter to the employee's last known permanent address. It is the responsibility of the employee to notify the District of current contact information. The employee must accept the offered assignment within five (5) working days of the notice or the employee will be removed from the recall list and the position will be offered to the next qualified employee. The obligation of the District to recall an employee will end if the employee refuses to accept the assignment. No new employees will be employed by the District to fill vacancies in a classification if qualified classified employees remain on the recall list.~~

~~g. Pay Upon Recall. If an employee is recalled, all benefits accrued at the time of layoff will be restored. The employee's pay level will be commensurate with the pay level held by the employee prior to layoff. All other benefits will be handled in the same manner as in a leave of absence situation.~~

5. Involuntary Administrative Placement. An employee may be moved from one school, site, or department within the School District to another by the Superintendent in order to meet the educational/operational needs of the School District.
 - a. Written notice of involuntary placement explaining specific reasons for the change shall be provided to the employee.
 - b. After notice and placement, an employee shall have a right to a conference with the appropriate administrator and, if not satisfied with the results of the conference, the employee may have a conference with the Superintendent or his/her designee.

B. TEA Route Packages

Transportation Education Assistant (TEA) is employed at a specific transportation terminal which is considered the TEA's worksite. TEA job responsibilities are referred to as a Route Package.

1. Route Creation and Assignment. The District will create TEA Route Packages, consistent with the guidelines set forth in this section. Exhibit C identifies the route package selection process for TEAs hired before March 1, 2007. The Section of Wages and Rates of Pay identifies the route package assignment process for TEAs hired after March 1, 2007. Route packages for Transportation Education Assistants will identify the hours, the area(s) served, and schools served, and any other work duties which are part of the assignment. All route packages will provide a guarantee of at least thirty-five (35) hours of work per week. Packages that have no year-round schools attached, and which are accordingly a 9-month package, may be combined with a 20-hour per week summer relief package if such a package or such work is available. The bid process referred to here, and in Exhibit C, is only available to TEAs hired prior to March 1, 2007. Any route packages or responsibilities not selected through the

bid process will be filled using the procedures under Job Assignments, Transfers and Reductions.

2. Package Review. The District will make every effort to have the route package timelines current and up-to-date for review by the route package posting deadline. Route packages and other assignments, as well as the TEA seniority list will be available for review in each terminal for two (2) weeks prior to the bidding process. Any error in the seniority list should be reported to the District for resolution prior to the bid. The bidding process should be completed before the end of May each year. Route packages not filled through the bidding process will be filled through the Job Assignments, Transfers and Reduction Section.
3. Change of Route Package. The DCFCE and the District, however, recognize that routes and route packages are regularly changed due to such factors as additional students being served, changes in student programs, discontinuance of service to some students, the need to split routes, reassignment of drivers and other factors. The parties recognize and acknowledge that this will have a direct impact on TEAs, but both parties recognize the District's right to make such changes at any time during the year. The parties also recognize that the District has the right to change route packages when the configuration of the route packages results in drivers or TEAs working overtime.

C. Temporary Assignment

A classified employee who is assigned to, and performs the responsibilities of another classified employee for a continuous period of ten (10) work days or more will be paid for the hours worked in that assignment on the same basis as if he/she had been permanently assigned to that position, or the employee's regular rate of pay, whichever is higher. At the conclusion of the temporary assignment, the employee's pay will revert to the pay rate appropriate to his/her former position and he/she will be treated as having continuously worked in that assignment for the purpose of any pay or benefit determinations.

D. Employee Evaluation

1. Employee Job Performance. Employee job performance is evaluated using the District classified employee evaluation process. The evaluation process is set forth in a separate document and is not part of this Agreement.
2. Modification to Job Performance Evaluation System. Any modification to the classified employee job performance evaluation system must be made prior to the school year when the modification is to become effective. The DCFCE will have the right to appoint classified employee members to any committee organized to review and recommend revisions to the classified employee job performance evaluation system. Any such committee shall be composed of at least six (6) members, with an equal number of classified employees and administrators.

E. Resignation

An employee should provide the District at least two (2) weeks written notice of his/her resignation from employment. An employee may not use paid personal or vacation leave during the last two scheduled work weeks of employment. Unauthorized time off will not be paid during this period. This notice maintains the employee's good standing in the event the employee seeks employment with the District. The desired notice may be waived or modified by the Human Resources Department.

III. COMPENSATION

A. Wages & Rates of Pay

1. Pay Ranges. Each job classification is assigned to one of the pay ranges in the District's Classified Employee Pay Schedule. All employees covered by this Agreement will be paid a wage at least equal to the minimum rate for the pay range to which they are assigned, and not to exceed the maximum of the range. Pay rates effective July 1, 2006 are as set forth in **Exhibit B**, attached.
2. Initial Placement. When initially employed by the District, each classified employee will be assigned a pay rate within the range for his/her position that grants up to eight (8) years of employment experience recognized by the District as relevant to the position in question. The initial placement determinations are made by the District Human Resources Department. For each year of recognized experience the employee will be advanced beyond the minimum salary for the range by the percentage per year negotiated by the District and The DCFCE. For positions which the DCFCE and the District have jointly categorized as "hard to fill" the District will advance the newly hired employee by twice the negotiated experience recognition percentage for each year of recognized experience.
3. Repayment for Errors. In the event the school district or the employee becomes aware of a wage or compensation error, the school district or employee shall immediately notify the other party. Thereafter, an adjustment or repayment shall be made but only for a period of 12 months prior to the date of discovery.
4. Annual Range Adjustment. The pay ranges on the District's Classified Employee Pay Schedule will be adjusted annually by an amount negotiated between the District and the DCFCE, taking into account wage changes in the relevant labor market, changes in the cost of living and other factors deemed relevant to both the District and the DCFCE. District employees' pay rates will be adjusted by at least the same amount as the general adjustment of their pay range.
5. Movement Within the Range. Classified employees who receive a satisfactory evaluation and who are not yet at the maximum of their pay range, will annually receive an increase in compensation in an amount negotiated between the District and the DCFCE in recognition of the employee's quality service to the District for another year. Pay rates may not exceed the maximum of the wage range. An employee hired between March 1 and June 30 of any year is not eligible for an evaluation increase until the July after having been employed at least one (1) year.

However, employees hired after March 1 will receive any negotiated general increase applied to the pay range for their position at the start of the next school year.

6. Assignment of Classification to a New Pay Range. When a job classification is moved to a new pay range, an employee in that classification whose pay falls within the new pay range will continue to receive the same rate until the next pay adjustment. An employee in that classification whose pay is less than the new minimum will be paid at least the new minimum. The DCFCE and the District agree that any pay increase over these amounts constitutes an additional salary cost. Thus, whenever a classification is assigned to a new pay range, any increase in pay greater than provided in this paragraph is subject to negotiations between the District and the DCFCE. Whenever the change in pay range, a general pay adjustment and the evaluation adjustment occur at the same time, the general increase will be applied to the schedule, followed by the evaluation increase, and then the classification will be assigned to the new pay range.

7. Employee Transfer. When an employee voluntarily transfers to another job classification which is paid a rate of pay different than that of his/her previous job classification, the employee's individual pay rate will be adjusted to be within the range of the new job classification according to the following guidelines. If the employee moves to a job which is paid at a higher range of pay, the employee's new rate of pay will be set at the same percentage over the minimum pay for that range as in his/her previous position. The employee's job experience in relation to the duties of the new position will also be examined to determine if the employee qualifies for the granting of experience credit. The employee's salary placement will either maintain the percentage above minimum, or will recognize prior experience, whichever is most advantageous to the employee.

When an employee transfers to a job classification paid at a lower rate, the employee's new rate of pay will be adjusted to maintain the same percentage over the minimum rate as in his/her previous position, or the employee will be placed at a rate which recognizes the employee's relevant prior job experience, whichever is more advantageous to the employee.

8. Work Week. The basic work week consists of seven (7) consecutive twenty-four (24) hour periods, commencing on Sunday at 12:01 A.M. and running through Saturday at midnight.

9. School Year and Work Year. The "school year" and "work year" are both the identical twelve (12) month period, commencing on July 1 and ending on June 30.

10. Work Schedule. The employee's work schedule consisting of specific work starting and ending times, identified lunch breaks, amounting to a certain number of hours per week not to exceed forty (40) hours, will be set by the supervisor or administrator. The work schedule may be modified or adjusted by the supervisor as necessary, and upon reasonable notice to meet work requirements and to avoid the necessity of working additional or overtime hours. When developing and/or modifying work schedules, the supervisor shall give consideration to, but not be

bound by, employee preferences. Any modification made by the supervisor should consider and seek to reasonably accommodate the employee's personal and family obligations. The employee may not work additional or overtime hours without the supervisor's advance approval, except in the case of an emergency.

11. Lunch Breaks. Classified employees who are scheduled to exceed five (5) continuous hours in the day will be scheduled for an unpaid, uninterrupted one-half ($\frac{1}{2}$) hour lunch period during the work day. It is intended that the lunch break occur during the work day to provide the employee a break to mentally refresh and attend to personal needs, including food and drink. While the District will attempt to schedule the lunch break in proximity to normal meal breaks, the DCFCE and the District both recognize that a significant number of District employees are involved in supervising or providing services to students during student lunch breaks which of necessity, requires that employees breaks may be scheduled at less convenient times.
12. Work Breaks. Classified employees who are scheduled to work between two (2) and up to six (6) hours will be provided one (1) formal or informal break at a reasonable time during the work period of up to fifteen (15) minutes to attend to personal needs. Classified employees who are scheduled to work six (6) or more hours per day will be provided a total of two (2) formal or informal breaks of up to fifteen (15) minutes each at a reasonable time during the work period to attend to personal needs during the work day. Such breaks will not result in a deduction from pay. Breaks are designed to break up and not shorten the work day.
13. Recording Time Worked. All time worked must be accurately recorded each day. All recording of time entries and filling out paper time sheets and any exception reports, including the swiping of cards to make entries in the automated time management system, must be done personally by the employee.
14. Absence and Tardy Reporting. Classified employees must follow department, building or division procedures for reporting to their supervisor or his/her designee when they will be late for work or when they will be absent. Such a report should be made in advance and if that is not possible, then as soon as feasible thereafter.
15. Overtime and Extra Hours. An employee will be paid at a rate of $1\frac{1}{2}$ times his/her regular hourly rate of pay for any hours worked in excess of 40 hours per week of work, or hours that count as hours of work under this Agreement. An employee who works two or more jobs during the work week and is paid different rates for each job will have his/her "overtime" rate determined by blending the regular rates of the two or more jobs. All work in excess of forty (40) hours in any work week, or any work in excess of the employee's regular schedule requires advance approval of the supervisor or designee, except in emergency situations. Hours worked in addition to the employee's regularly scheduled hours will be paid at his/her regular rate of pay, or in compensatory time on an hour-for-hour basis unless the total hours worked during the work week exceed forty (40) hours. The term "overtime" refers to any hours worked which exceed forty (40) hours in a work week, as defined in this Agreement. Paid holiday hours count as

work time in determining whether any hours worked exceed the forty (40) hour overtime standard. When an employee is required to work hours in addition to his/her regular schedule during a week that the employee has been pre-approved for paid leave, the employee shall have such pre-approved paid leave hours included as time worked in calculating eligibility for overtime pay. When an employee works overtime, as defined herein, the employee may be compensated for such overtime in either pay or compensatory time, provided that the supervisor must decide prior to the performance of the work whether the overtime will be compensated by overtime pay or by compensatory time off. All overtime and compensatory time must be recorded in accordance with procedures established by the department, division or building. Compensatory time may accumulate to a maximum of 240 hours.

16. Using Compensatory Time Compensatory time for “overtime” hours is credited at a rate of 1½ times the “overtime” hours worked. An employee must make a request of his/her supervisor to take such time off. Such requests will be granted if the use of the compensatory time does not unduly disrupt the operations of the employee’s school or department. Additionally, any unused compensatory time accumulated by the employee by December 31 of each year will be paid to the employee at the employee’s then-current rate of pay.
17. Delayed School and Early Dismissal. The Superintendent may delay school starting times or dismiss schools early due to severe weather or other emergencies. When schools are on a delay starting schedule, employees should arrive at their work site as close to the normal starting time as is safely possible. In those events when schools are dismissed early or start late and employees are permitted to shorten their work day, employees may make up the time missed at a later date if approved by the employee’s supervisor. The employee may also choose to use accumulated personal leave, compensatory or vacation time to fill-out the lost hours and maintain expected compensation levels; otherwise, the employee will not be paid for the hours of work issued.
18. District-Declared Snow Days/Emergency Closure. An emergency closure occurs when the District closes a school, work site, an area of the District or the entire District due to adverse weather conditions or another condition requiring an unscheduled closure. Snow and ice are examples of adverse weather. Other conditions that could cause a closure include problems at a site, a system failure such as a water main break, heating system failure, or roof collapse. In the event of such an emergency closure full-time, part-time and limited part-time classified employees will be governed by the following provisions:
 - a. Essential personnel are those employees predetermined by the Assistant Superintendent of Human Resources or his/her designee. Responsibilities of essential employees include responding to the type of situation causing the closure or performing a time sensitive or critical District function that would have an adverse impact on the District if not performed on a specific day.
 - b. In the event of an emergency closure the following apply:

- i Only essential personnel are to report to work at the affected sites. Essential personnel will be paid their regular rate of pay plus one and one half (1 ½) times their regular rate for the hours actually worked. Essential personnel reporting to work will be paid a minimum of 2 hours.
- ii No other employees are to report to work. Non-essential employees who are full-time, part-time or limited part time will be paid their regular hourly wage for their normal work hours on the emergency closure day.
- iii Essential personnel who are notified by their supervisor not to report or who are unable to report to work will be treated as non-essential personnel.
- iv Substitutes, long-term substitutes or temporary employees are not to report for work and will not receive any compensation for the time.
- vi If because of state attendance requirements the District is required to schedule make-up time due to emergency closure classified employees affected will be required to work the make-up days so scheduled.

19. Payroll and Payday. All payments of salary to employees are subject to legally-required and voluntary payroll deductions. The District payday is the 20th day of the month. The District strongly encourages employees to sign-up for direct deposit of the employee's paycheck.

20. Longevity Pay. In addition to the hourly rate of pay specified in this Agreement for the various job positions, classified employees will get the additional dollars and cents per hour for each hour of work performed starting in the next pay period after the completion of the years of service specified in the table below. Employees must be at a satisfactory level in their evaluation to move to the longevity steps or move to a higher level.

Completed Years of Service	Additional Per Hour Compensation
14	\$.50
19	\$.80
24	\$1.10

B. Classroom Coverage

1. Requirements. Classified support staff employees who provide continuous classroom coverage as a substitute teacher for one or more hours must hold a current substitute authorization through the Colorado Department of Education, which must be on file with the District substitute office. The authorizations that are necessary differ based on the employee's educational attainment. The District substitute office can assist with determining the specific requirements.

2. Compensation. Classified support staff employees who provide continuous classroom coverage as a substitute teacher of at least one (1) class period or one (1) hour (whichever is less), will be compensated as provided in this section. Employees providing coverage services for one (1) period or hour, or more will be paid at the negotiated hourly rate or his/her regular rate of pay, whichever is greater, for each such period of continuous classroom coverage. Consistent with the District's payroll practices, starting and ending time of substitute service is rounded to the nearest quarter (¼) hour.
 - a. A classified employee may only be paid for performing one (1) job at a time. Hours recorded as having been worked as a substitute teacher providing classroom coverage cannot also be recorded as hours worked in the employee's regular job. The classroom coverage pay provided in this section is in lieu of the employee's regular pay during the hours when the employee is providing classroom coverage services. The employee must also comply with other District timekeeping and recording requirements that may be in place from time to time.
 - b. This requirement and payment option does not apply to Special Education Assistants who provide classroom coverage for a teacher who is attending a student's staffing meeting at the school.

C. License and Certification Requirements

The District and the DCFCE recognize that a number of District positions require the employee to possess a license or certification indicating that the employee possesses certain knowledge or skill related to the particular job as a condition of employment.

Whenever the District requires that an employee possess and maintain a license or certificate in order to perform the essential functions of the job, the District will reimburse the employee the cost of renewing the license or certificate while employed by the District. This provision does not apply to a basic Colorado Drivers license but does apply to a Commercial Drivers License (CDL) where required by the District.

If an employee fails to maintain a required license or certificate, the District may remove the employee from the job and/or terminate the employee in accordance with the Sections regarding District Rights and Discipline or Discharge.

D. Mileage Reimbursement

Employees who are required to use their personal vehicle while providing service to the District will be reimbursed at the rate approved from time to time by the Internal Revenue Service as the allowable business mileage rate. Miles driven by the employee from home to work and from work to home are not eligible for such reimbursement. However, employees who are required to return to work after the completion of their normal work day are eligible for reimbursement for miles incurred. Employees will be paid for miles driven between work locations. Employees are responsible for submitting mileage reimbursement forms to their supervisors in accordance with District and department procedures.

E. Performance Pay Components

Administrative guidelines concerning the operation of the Performance Pay Components are listed on the Human Resources Department page of the District's website.

1. Additional Responsibility Pay. The Additional responsibility component is intended to reward compensate employees for participation on ~~existing committees or those generated and authorized through schools, departments, and the District and Site-based committees.~~
 - a. District Committees
 1. District sanctioned and compensated committees are those mandated by the Chief of Human Resources or his/her designee that benefit all classified employee groups.
 2. ~~Participation~~ Employees who serve on District committees will be compensated monthly at a rate of \$30.00 per hour ~~or a rate that is negotiated through the Classified Performance Pay funds. is paid~~ Time spent outside scheduled work hours on approved committee activities is considered "time worked" for purposes of computing pay, including overtime. ~~consistent with the agreement between the District and the DCFCE.~~
 - b. Site-based Committees
 1. Site-based compensated committees are those that support the entire school/site and are comprised of licensed and classified employees.
 2. ~~Participation~~ Employees who serve on a Site-based committee will be compensated monthly at a rate of \$12.00 per hour through the Classified Performance Pay funds. ~~is paid~~ Time spent outside scheduled work hours on approved committee activities is considered "time worked" for purposes of computing pay, including overtime. ~~consistent with the agreement between the District and the DCFCE.~~
 3. ~~In order to participate, the classified employee must be appointed to an approved District or site committee.~~
2. Attendance Incentive. Employees will receive a one-time lump payment of \$100 when the employee first achieves the accumulation of 300; 500; 700; 900; 1,100; 1,300; 1,500; 1,700; 1,900; or 2,100 hours sick leave. The payment bonus does not reduce accumulated hours.
3. Certification/Licensure Program. National, State, and local organizations offer exams to certify/license a person in a specific field. The employee prepares for and takes the exam outside his/her normally scheduled workday (or takes personal or vacation leave to take the exam.) In order to apply the certification / licensure for additional pay, the certification/licensure cannot be a requirement of the

employees current job.

Employees will receive an increase of \$.10 per work hour in addition to and separate from the employee's base regular hourly rate.

4. Employee Recognition. The District will continue to operate the Classified Employee Recognition Program ("Pillars of Support"), which is managed by the Classified Recognition Committee.
5. Non-District Continuing Education Blocks. The Non-District Continuing Education Block is wide-ranging coursework offered through universities, colleges, vocational technical programs, etc.

Participants must complete the pre-approved coursework equaling 20 college or University Semester hour credits **or** 150 Class/Seminar Contact hours to receive \$.25 per hour increase, which is in addition to and separate from the employee's base regular hourly rate for each submission.

6. Skill Blocks. Employees who meet the eligibility requirements specified in the Skill Block portion of the Plan may participate in up to four (4) designated and/or cumulative skill blocks per school year.

Skill Block offerings are listed on the Staff Development Department page of the District's website.

F. Tuition Reimbursement

1. Tuition Reimbursement Program. The District will make available to classified employees covered by this Agreement, the sum of \$100,000 per year for a Tuition Reimbursement Program.
2. Employees Eligible. Tuition reimbursement is available for any classified employee who has a regular part-time or full-time position with the District, and/or who is on an approved leave of absence.
3. Covered Expenses. Tuition reimbursement is available for tuition or registration expenses and shall be approved semester hours from a college or university holding regional accreditation; a nationally recognized and/or accredited trade/vocational organization; and shall be obtained in the area of work directed toward a degree, license or advanced certification, or in an area which will result in increased competence in the area in which the employee is assigned. Reimbursement will be limited to registration expenses and will not cover books, on-line software, software, supplies, travel, lodging or other expenses.
4. Dollar Amount. Each individual classified employee may be reimbursed for actual expenses, but will not receive more than \$750.00 per year in reimbursement, nor more than \$2,000 in any five (5) year period.

Classified employees wishing to take a program of study for which they seek reimbursement must file a "Tuition Reimbursement Request" form with the DCF office prior to undertaking

the course of study. A form will be provided for such application. The rules and procedures for the tuition reimbursement program are outlined on the request form. Any decision concerning tuition reimbursement is not subject to further appeal through the grievance procedure.

G. Low Cost Loan

The District and the DCFCE have agreed to the establishment of a Low Cost Loan Program administered by the DCFCE for the purpose of making interest-free loans to employees to enable employees to take courses or programs which would assist their career development. The program is funded by a one-time payment from Classified Performance Pay dollars, in the amount of \$235,000.

1. Administration. The DCFCE will hold the funds in a trust and administer the program consistent with the purposes set forth above. The DCFCE is to establish communication as it deems appropriate with staff regarding the program. The DCFCE may charge a service fee to District employees who qualify for the program in order to off-set the costs of administration of the program. Funds that are not currently on loan to employees shall be maintained in an interest-bearing account in trust for the District, with the interest earned on said funds being applied to support the program and/or to cover administrative costs associated with the operation of the program.
2. Annual Reports. At least annually, on a schedule determined by the Financial Services Divisions of the District, the DCFCE will provide the District with information regarding the utilization of the funds in question. The information shall include the number of employees who participate in the program, the amount of money lent to employees, the re-payment plans in place, and the progress being made toward the re-payment obligation.
3. Termination. The Low Cost Loan Program may be terminated by either party at June 30 of any year upon thirty (30) days written notice to the other. Upon termination, sum of \$235,000 will be returned to the District and deposited in the Classified Performance Pay Program, less any sums then on loan to employees and further, less any sums jointly deemed uncollectible by the DCFCE and the district. The DCFCE will assign to the District any right to receive re-payment of funds on loan to employees that may be in place as of the effective date of termination.

IV. BENEFITS

A. Insurance Programs

1. Types of Coverage.

- a. Health/Medical Plan. For those employees covered by this Agreement who qualify according to the table of scheduled work hours/year below, the District shall make a monthly contribution in an amount up to the “employee only” premium toward the available medical coverages selected by the employee.

Hours Worked/Year	District Contribution
1,183 – 2,088	100%
676 – 1,182	50%

- b. Dental Coverage. For those employees covered by this Agreement who qualify according to the table of scheduled work hours/year above, the District shall make a monthly contribution in an amount up to the “employee only” premium for dental.
- c. Vision Coverage. For those employees covered by this Agreement, the District shall make a monthly contribution up to the “employee only” premium for vision coverage under the District’s Vision Plan.
- d. Life and Accidental Death and Dismemberment Insurance. The District shall provide life and Accidental Death and Dismemberment insurance in an amount equal to the employee’s annual salary, or \$50,000, whichever is less, for each benefit eligible employee covered by this Agreement. Life and Accidental Death and Dismemberment insurance benefit reductions will apply at age 70.
- e. Disability Insurance. The District shall provide a long-term disability protection plan and will pay the premium for it.
2. Benefit Start/End Date. Insurance benefits shall begin the first day of the month following an employee’s date of hire. Insurance benefits will end the last day of the month following the employee’s final work day.
3. Contributions While On Leave. Employees shall be responsible for making the employee contribution (if any) during any time in which they are not working, except for approved family medical leaves.
4. Flexible Benefits Plan. The District will provide an IRS Section 125 Flexible Benefits Plan.
5. Insurance Committee. The District and the DCFCE agree to maintain a District Insurance Committee to provide an orderly mechanism for considering insurance benefit program issues and to make recommendations to employee bargaining

representatives, District leadership, and the Board of Education to effectively manage the programs for the benefit of all employees and the District. The design of all insurance plans, the coverages under the plan, premiums for the plans, and the designation of carriers, providers and the like will be determined through the District Insurance Committee's recommendation(s). The District Insurance Committee will consist of seven (7) people, two (2) of whom are appointed by the DCFCE.

V. SEVERANCE

A. Unused Sick Leave Payout

A regular status employee (full or part-time) will be paid \$7.00/hr for all of his/her accumulated sick leave up to 1,040 hours upon separation from service with the District, provided he/she has at least ten (10) years continuous service with the District. The employee will receive a lump sum payment on or before July 31 of the year he/she retires.

B. Extended Service Severance Benefits

1. Purpose. In order to induce employees to provide long-term and quality service to the District and to reward employees who have provided such service, the DCFCE and the District agree to provide Extended Service Severance Benefits to employees who retire from the District, as set forth in this Section.
2. Eligibility. In order to be eligible for extended service severance benefits, the employee must be an employee eligible to retire under PERA at the time his/her service to the District ceases. The employee must also have completed ten (10) years continuous service in the District immediately prior to the effective date of retirement under this section. This benefit is only available once in a lifetime.
3. Application. An employee choosing extended service severance benefits may choose to do so by submitting an application to the Director of Human Resources.
4. Benefit. A qualified employee who makes application for, and who is approved for the extended service severance benefit, will qualify for payment of an amount equal to 25% of the employee's annual salary or wage. This sum of money will be paid to the employee (and/or his/her estate) in one of the following options selected by the employee and subject to the following stated conditions:
 - a. An employee who attains age 55 or older in the year of separation from employment (retirement) will receive his/her extended service severance benefit pay in an annuity account. This benefit will be paid following separation in accordance with law, provided that such contributions do not exceed the limits of Section 415(c)(1) of the Federal Tax Code. Remaining amounts owed that exceed the employee's available Section 415(c)(1) limit for a given year shall be carried over and paid on or before January 31 of the following year, but in no case shall payments continue beyond the five (5)

year period authorized under Section 403(b)(3) of the Federal Tax Code.

- b. An employee who does not attain the age of 55 in the year of separation from employment (retirement) will be paid the extended service benefit payment in a lump sum following separation in accordance with law.

VI. TIME OFF BENEFITS

A. Sick Leave

1. Absence from Work. The DCFCE and the District recognize the value of consistent employee attendance at work. Nevertheless, there are circumstances where it is reasonably expected that employees may be unable to work and the DCFCE and the District have provided for the continuation of the employee's pay, subject to certain requirements, conditions and stipulations. The DCFCE and the District will work cooperatively to maintain optimum employee attendance within the framework of the Sick Leave and Sick Leave Bank salary continuation programs.
 - a. Reporting. When an employee must be absent due to illness or disability as set forth in this Section, each employee is required to notify his/her administrator or designee according to the procedures established by the building or department where the employee works, and state the reason for the absence and the anticipated length of the absence
 - b. Medical Verification. Upon advance notice to an employee, he/she shall be required to furnish proof of illness, proof of fitness to return to duty, or proof of fitness to continue to perform duty. At any time, the District may require the employee to be examined by a physician designated by the District at District expense. Medical reports should be submitted to the District Human Resources Department or its designee.
2. Eligibility. The District will provide sick leave benefits to full and part-time employees covered by this Agreement who are scheduled to work a minimum of 676 hours in a school year. This provision does not apply to substitute or temporary employees. The following provisions determine the formulas for earning sick leave, as well as the situations qualifying for use of the accumulated sick leave benefits.
 - a. Sick Leave Earnings. Employees in a position who are scheduled to work a minimum of 676 hours per year will receive one (1) hour of sick leave for each block of hours worked or paid in accordance with the following table:

Years in District	Hours Worked for each Hour of Sick Leave Accrual
0-4	32.5
5-6	28.9
7-8	23.6
9 or more	21.6

8-64
 9-72
 11-88
 12-96

1225
 5.38 days
 42.396 6.15 days

- b. Employees who have exhausted their sick leave may borrow up to three (3) days of remaining sick leave in which they would accrue during that same school year. An employee's sick leave will be reconciled at the end of each school year, which may result in a reduction in pay to offset any leave deficit.

Only the first 40 hours in any calendar week will count toward the earning of sick leave. Sick leave bank hours do not count for the accrual of sick leave. Sick leave may be accumulated without limit. An employee will move to the next accrual rate on the next payroll following the qualifying anniversary of their employment.

- 3. Use of Sick Leave. Employees may use their accumulated sick leave for their own illness or disability, or the illness or disability of a member of the employee's immediate family. This provision includes disability due to pregnancy, child birth and recovery there from. An employee may also use sick leave for necessary medical treatment or examination when such treatment or examination cannot reasonably be scheduled outside of the employee's work day. This includes treatment or examination of a member of the employee's immediate family.
 - a. For purposes of this Section, the term "immediate family" includes the employee's spouse, child or parent, grandparent and grandchildren. Recognizing that in today's family, the employee may be in a close relationship akin to these while not in a biological parent or child relationship, the District may grant the use of sick leave to care for persons in a similarly close relationship.
 - b. Sick leave benefits may be used in fifteen (15) minute increments, not to exceed the employee's regularly scheduled hours of work for the absence period in question.
 - c. Sick leave benefits may not be used in anticipation of accrual. An employee may only utilize benefits that have been earned.
 - d. Employees who request a leave that qualifies under the FMLA may have accrued sick leave benefits utilized, to the extent available, to provide salary continuation during the leave up to the accrued amounts.
- 4. Transfer to Non-Sick/Personal Leave Eligible Position. If an employee transfers to a position not eligible for sick and personal leave, ~~the District will maintain the employee's sick leave balance until the employee terminates employment or returns to a sick leave eligible position. While in a non-eligible position, the~~

employee will no longer earn sick leave but may not use his/her accumulated sick and personal leave in current position. ~~If the employee returns to a sick leave-qualified position, the accumulated balance will again become available.~~

B. Sick Leave Bank

The District will provide a sick leave bank to provide limited income continuation for employees who have an extended illness or disability, subject to the following conditions:

1. Eligibility. Sick leave bank benefits are only available to employees who are eligible to earn sick leave. Additionally, the employee must have been an active employee for a period of ninety (90) calendar days. After the ninety (90) calendar day probationary period, the employee will be eligible to use up to and including twenty (20) sick leave bank days. After employment of one hundred twenty (120) calendar days, the employee will be eligible to use up to and including fifty-one (51) sick leave bank days.
2. Employee Must Be Disabled. Sick leave bank benefits are only available to cover absence due to the illness and disability of the eligible employee.
3. Application and Medical Verification. Employees who have exhausted their accumulated sick and personal leave, and who are unable to work due to illness or disability may apply for sick leave bank benefits. The initial application for sick leave bank benefits will require medical verification substantiating the illness or disability on the prescribed District form. Any application to extend sick leave bank benefits beyond the initial request will require updated medical verification of the employee's inability to return to work. Additional medical verification may be required by the District for any leave request that exceeds standards for a particular medical condition. The District reserves the right to request verification from a physician who specializes in the particular medical condition of the employee. The District may seek independent medical opinions at any time to determine the nature and extent of the employee's disability or long-term illness. All medical reports called for in this section should be submitted to the Human Resources Department or its designee.
4. Not Covered by the Bank. The first ten (10) days of any episode of illness or disability will not be covered by the sick leave bank. Rather, nine (9) days of such absence must be covered by the employee's own accumulated sick leave, personal leave, vacation, or absence without pay. At least one (1) day of this period will be without pay. Additionally, sick leave bank benefits are not available to employees who are receiving disability or worker's compensation payments.
5. Multiple Requests. Each succeeding request for sick leave bank benefits from an employee during each school year will require that the first day of leave will not be covered by the bank, but must be covered by absence without pay unless the succeeding applications are for a continuation of an illness or disability for which benefits of the bank were previously provided.

6. Maximum Benefits. An employee is eligible for a maximum of fifty-one (51) scheduled work days of sick leave bank benefits during any one (1) school year, or for any illness or disability which bridges two (2) school years. For employees who work less than a 40-hour week, the maximum benefit will be pro rated on the same basis that their normal work schedule compares to a 40-hour work week.
7. Program Administration. The District Benefits Office will administer the sick leave bank program, will determine operating guidelines and consider requests for benefits. Decisions regarding the granting of sick leave bank benefits are final and neither subject to appeal nor to challenge through the grievance procedure set forth in this Agreement, nor the procedure in Board Policy.
8. Records. The District Benefits Office shall maintain all records and make forms, guidelines and procedures available to employees.
9. Long-Term Disability. Employees who are unable to return to work due to a long-term illness or disability, and who have exhausted their sick leave bank benefits may apply for long-term disability benefits.

C. Family Medical Leave

Consistent with the provisions of the Federal Medical Leave Act ("FMLA"), the District will provide employees with up to twelve (12) weeks of leave, in a twelve-month period, to address specific family and health related situations, Board Policy GBGF and Regulation GBGF-R, will be followed except that if the provisions of this Agreement differ from Policy or Regulation, the provisions of this Agreement will control. The twelve weeks of leave will be unpaid unless the employee has sick leave or sick leave bank or personal leave benefits available, or chooses to use paid vacation during the period of the leave.

1. Eligibility. To be eligible for leave under Family Medical Leave provisions, an employee must have been employed by the District for at least twelve (12) months, and shall have worked at least 1,250 hours during the 12-month period preceding the commencement of the leave.
2. Reasons. Family Medical Leave may be taken in four (4) different situations, as follows:
 - a. For the birth and/or for the care, during the first year, of the employee's child;
 - b. For the placement of a child with the employee for adoption or foster care;
 - c. When the employee is needed to care for a child, spouse or parent who has a serious health condition; or
 - d. When the employee is unable to perform the function of his/her position because of the employee's own serious health condition.

Leave for the reasons stated in a. and b. above, dealing with birth, adoption or

foster care is only available until the child reaches age one (1), or twelve (12) months after adoption or foster placement. Leave to care for a child shall be available to a step parent or a person acting *in loco parentis* (one acting in the place of the parent). Please refer to Regulation GBGF-R for additional detail or explanation.

3. Request for Leave. An employee-initiated request for Family Medical Leave should be submitted to the Human Resources Department of the District on forms provided by the Human Resources Department. If the request for leave is related to a health condition, the District will require a Certification of Health Care Provider form completed by the attending physician. Any requests for follow-up medical certification shall be consistent with Regulation GBGF-R. It is recognized that the District may determine that an employee's leave under other contract provisions or District policies may qualify as Family Medical Leave and may be treated as such.
4. Use of Paid Leave. Whenever an employee qualifies for leave under this section, such employee may use available sick leave, sick leave bank, and personal leave benefits available to him/her which will be considered to run concurrent with the twelve (12) weeks of leave to which he/she is eligible under this provision. Additionally, an employee may choose to utilize accrued vacation time during the period of a Family Medical Leave under this section.
5. Benefits Arrangements. During the period of any Family Medical Leave under this provision, and for a maximum of twelve (12) weeks per year, the District shall maintain coverage under any group health or dental insurance plan that the employee who is granted leave of absence has in place at the time of leave commencement. Such coverage shall be maintained at the same level and under the same conditions as coverage would have been provided if the employee were not on leave. An employee who has chosen coverages which call for employee contributions must continue to make such contributions in order for the benefits to continue in effect. Failure to pay amounts due will result in termination of the coverages involved.

An employee who fails to return to employment from an unpaid leave granted under this Section for at least thirty (30) days will be required to repay the District benefit contributions paid during the time the employee was on unpaid leave under this Section unless the failure to return was due to one of the following:

- a. A continuation, recurrence, or the onset of a serious health condition that would entitle the employee to a leave, under the "serious health condition" provisions of the statute, or
- b. The circumstances preventing the employee return were beyond the employee's control.

D. Bereavement Leave

Full-time and part-time employees will be allowed up to five (5) consecutive work days leave of absence without loss of pay immediately following the death of an employee's

family member. The employee's family includes the employee's spouse, children, grandchildren, parents, grandparents, siblings, and the employee's spouse's family, as defined herein. Two (2) additional consecutive work days leave of absence may be granted upon the employee's request. The additional days will be deducted either from the employee's personal leave or accrued sick leave or vacation leave or, if none is sufficient, will be without pay.

In cases of death of a person who is not a family member as defined above, but a person who was in a close relationship to the employee akin to that of a family member, the Human Resources Department may grant an employee bereavement leave as well.

E. Military Leave

1. Military Training Leave. Employees belonging to guard or reserve units are permitted time off when ordered to attend military training by their unit. A leave not to exceed fifteen (15) calendar days per year shall be without any loss of pay. The employee must provide the supervisor with a copy of the military orders to attend training, and apply for leave through the Human Resources Department.
2. Military Service. An employee is eligible for leave consistent with the provisions of state and federal law when entering into active military service. Employees entering into active military service should provide their supervisor with orders or other documentation regarding their military service and apply for leave through the Human Resources Department. Except for the military training leave identified in section A. above, military leave is without pay.

When a former employee seeks reinstatement to employment at the conclusion of his/her military service, reinstatement will be governed by the provisions of state and federal law as it may exist at the time reinstatement is sought.

F. Leave for Jury Duty and Required Attendance in Legal Proceedings

1. Jury Duty. If summoned to appear in court for jury duty/serve as a juror, an employee shall be granted full leave of absence with pay for work missed due to jury duty. The employee shall pay to the District all appearance fees paid to him/her for jury duty; however, the employee may retain compensation received for mileage and any other expenses related to such service.
2. Work-Related Appearance in Legal Proceedings. If subpoenaed to appear as a witness in litigation, or required to appear as a party in a legal proceeding arising out of his/her employment with the District, an employee shall be granted full leave of absence with pay for work missed due to such subpoena and/or required appearance. The employee shall pay to the District any witness fees paid to him/her for such appearance; however, the employee may retain compensation received for mileage and any other expenses related to his/her appearance.
3. Non Work-Related Appearance in Legal Proceedings. If subpoenaed to appear as a witness in litigation, or required to appear as a party in a legal proceeding not

arising out of his/her employment with the District, the employee may utilize personal leave as provided in this Agreement. If additional time is needed, the employee will be granted a leave of absence without pay for work missed due to such subpoena or necessary appearance. When the absence from work exceeds the employee's available personal leave, the employee may request assistance from the District through his/her supervisor for additional time-off work. At the discretion of the District, the employee may be allowed to convert up to the equivalent of five (5) days of sick leave to personal leave for appearance(s) in legal proceedings. When the employee wants to make up work time missed due to the subpoena or required appearance, the District will also explore opportunities for work assignments for the employee, consistent with the provisions of this Agreement, to make up lost work time.

G. Unpaid Leave of Absence

1. Availability. Unpaid leave of absence is available for full and part-time employees who have completed the probationary period. Unpaid leaves of absence for a period of thirty (30) calendar days or less are considered short-term. Unpaid leaves of absence in excess of thirty (30) days are considered long-term. Unpaid leaves of absence are generally granted for no more than one (1) year, although medical leaves and family care leaves may be extended for an additional six (6) month period.
2. Reasons for Leave. Requests for leave of absence without pay will be considered for the purpose of caring for the employee's children, family emergencies, education, a serious medical condition of a family member, a serious medical condition of the employee extending beyond the coverage of sick leave or sick leave bank, or other personal reasons.
3. Unpaid Leave of Seven (7) Days or Less. An employee requesting an unpaid leave of absence without pay of seven (7) days or less, should make the request of his/her supervisor or the supervisor's designee. Notice should be given thirty (30) days prior to the requested commencement of the leave if the circumstances concerning the reason for leave are reasonably known at the time. The supervisor or designee will determine whether the request will be granted. If granted, the supervisor will make an appropriate record of the leave approval.
4. Unpaid Leave of More Than Seven (7) Days. An employee requesting a leave of absence without pay of more than seven (7) days must submit the request in writing on a District-approved leave of absence form to the supervisor. The written request should be submitted thirty (30) days prior to the requested commencement of leave if the circumstances concerning the reason for leave are reasonably known at that time. The specific approval process is noted on the form.
5. Benefits While On Leave of Absence Without Pay. Employees on an approved leave of absence without pay will not receive either pay or benefit contributions from the District (Except for leave under the FMLA.). Any coverage for health, dental, vision, life and long term disability insurance ceases on the last day of the

last month worked. An employee may have the right to continue health insurance coverage as provided under COBRA, provided that the employee applies for such coverage continuation and makes timely payment of the required health insurance premiums. An employee on unpaid leave of absence due to a disability may continue his/her health insurance coverage at his/her own expense for up to two (2) years from the date of the start of the leave by applying for continuation and making timely payment of the required premiums.

6. Employee Contact Information. An employee on leave of absence without pay is responsible for notifying the Human Resources Department of any change in his/her address, phone number and other then-current contact information.
7. Return To Duty.
 - a. Return From Short-Term Leave of Absence Without Pay. An employee returning to work in the District after a leave of absence without pay of thirty (30) calendar days or less will return to the same position, job title, pay grade and job location/assignment or bus route which he/she held prior to taking the leave unless it is no longer available. His/her salary schedule placement and service credit will be determined as if he/she had worked for the duration of the leave.
 - b. Return From a Long-Term Leave of Absence Without Pay. An employee returning to work in the District after a leave of absence without pay of more than thirty (30) calendar days will be returned to the same job title, pay grade and location he/she held prior to commencement of the leave, but not necessarily the same responsibilities or bus route.
 - c. Pay On Return From Leave of Absence Without Pay. An employee returning from a leave of absence without pay will receive any annual range adjustment granted to his/her classification. An employee who returns from a leave must have worked ninety (90) days of the prior evaluation period, and must be evaluated by the supervisor to receive the evaluation adjustment in addition to the annual range adjustment.

H. Personal Leave

1. Eligibility. Classified employees who are scheduled to work a minimum of 676 hours in a school year will be allowed to use up to the equivalent of four (4) work days per year with full pay to attend to matters of an emergency or special nature not covered under other leave provisions. The amount of hours granted to each employee will be equal to his/her average scheduled hours worked per day, times the three (3) days allowed per year.

Note: An employee may not use paid personal or vacation leave during the last two scheduled work weeks of employment. Unauthorized time off will not be paid during this period.

2. Personal Leave Proration. The amount of personal leave granted will be prorated for new employees. Pro-ration is based on the employee's start date within the school year in accordance with the following table. The days granted will be converted to hours based on the average number of hours in the employees normal work day.

Start of Work	Days of Personal Leave Granted
July 1 – September 30	3 Days
October 1 – December 31	2 Days
January 1 – March 31	1 and ½ Day
April 1 – June 30	.75 Day

3. Request/Approval. Notification of personal leave requests must be submitted to the employee's administrator or designee as far in advance of the dates of the leave as reasonably possible prior to commencement of the leave, except in emergencies and in situations beyond the employee's control. Supervisors may reasonably deny a leave request. An employee may appeal a denial to the next supervision or Human Resources and the DCFCE.
4. Computation. Personal leave may be taken in fifteen (15) minute increments.
5. Transfer to Non-Sick/Personal Leave Eligible Position. If an employee transfers to a position not eligible for sick and personal leave, the employee will no longer earn personal leave but may use his/her accumulated personal leave in his/her current position.
- 5-6. Additional Days. Under certain circumstances, employees who use personal summoned to appear in a legal proceeding may receive up to the equivalent of one (1) additional day of leave upon providing satisfactory proof of such use of the leave.
- a. Religious Purposes. In order to qualify, the employee must use personal leave for the purpose of observing a religious holiday when the employee's religious faith requires that he/she not work on such religious holiday. In such an instance, the employee may be requested to provide an affidavit (a statement signed under oath) in order to verify the need to use personal leave for observance of a religious holiday. Once an employee provides a satisfactory affidavit, it need not be resubmitted to cover the same situation in the future, so long as these provisions and the circumstances of the leave remain unchanged.
- b. Legal Business Purposes. Use of leave for appearance in a legal proceeding in response a summons or subpoena will require the employee to provide a copy of the summons, subpoena or other acceptable verification of the need to appear in the legal proceeding.
- 6-7. Unused Leave. Unused personal leave may be accrued up to a total of four (4) days. Accrued personal leave may be used all at one time, using the criteria set forth in this Section. Personal leave that is unused at the end of the school

year in excess of the above limit will be added to the individual employee's sick leave accrual.

I. Paid Holidays

1. Eligibility. Probationary and regular full-time and part-time classified support staff employees are granted paid holidays on the basis of the days and hours of their regular work schedule. Only employees who are scheduled to work a minimum of 169 days per year and a minimum of twenty (20) hours per week are eligible for holiday pay.
 - a. All employees who are considered 12-Month Employees qualify for up to ten (10) paid holidays per year as set forth below. For the purposes of this Section, the term "12-Month Employee" includes employees, whose position is assigned on a District calendar, consisting of 251 paid work days. In addition, the following employees will earn paid holidays according to the 12-Month Employee Schedule:
 - i Transportation Educational Assistants who work a minimum of twenty (20) hours per week, and 232 paid work days per year.
 - ii Child Care Employees who work a minimum of twenty (20) hours per week and who are assigned 232 paid work days per year.
 - iii Nutrition Services Employees who work a minimum of twenty (20) hours per week and who are assigned 232 paid work days per year.

12-Month Employees

Labor Day	1 day
Thanksgiving	2 days (Thursday & Friday)
Christmas	2 days
New Year's Day	1 day
Martin Luther King Day	1 day
President's Day	1 day
Memorial Day	1 day
Independence Day	1 day

- b. For all other employees, the number of work days identified in the particular employees' work calendar will determine eligibility for paid holidays as follows:
- c.

11-Month Employees (215- 250 Paid Work Day per Calendar Year)

Labor Day	1 day
Thanksgiving	2 days (Thursday & Friday)
Christmas	2 days
New Year's Day	1 day
Memorial Day	1 day

10-month Employees (200-214 Paid Work Day per Calendar Year)

Labor Day	1 day
Thanksgiving	1 day
Christmas	1 day
New Year's Day	1 day
Memorial Day	1 day

9-month Employees (169 -199 Paid Work Day per Calendar Year)

Thanksgiving	1 day
Christmas	1 day

2. Holiday Observed. Whenever a holiday falls on a Saturday, Friday will be considered the holiday for eligible employees. Whenever a holiday falls on a Sunday, Monday will be considered the holiday for eligible employees. Unique calendars may require deviation for this practice. For employees who are eligible for a 2-day holiday at Christmas, should the holiday fall on a Saturday and Sunday, the previous Thursday and Friday will be observed as the holiday. Should the Christmas 2-day holiday fall on a Friday and Saturday, the previous Thursday and Friday will be observed as the holiday. In any instance when an employee is actually scheduled to work on the officially-recognized holiday, that day shall be treated as the employee's holiday for purposes of pay computation.

3. Pay for Work on the Actual or Observed Holiday. Whenever an employee works on an actual or observed holiday, the employee will be paid at the rate of time and a half for the hours actually worked on the holiday in addition to the holiday pay to which he/she is otherwise entitled. Each employee can only be paid this premium on either the official holiday or the day the District observes, but not both. Holiday pay for each classified employee will be the employee's usual hourly rate times the employee's regularly-scheduled hours per day for each holiday.

4. Special Situations. Notwithstanding any prior provisions in this Section:

a. Pre-School Employees who work at least twenty (20) hours per week and scheduled to work a calendar of 167 paid or working days will be eligible for two (2) paid holidays granted to 9-Month Employees.

b. Security Personnel Employees work four (4) eight-hour (8-hour) days during the week of a holiday. For scheduling and holiday pay computation purposes, the two (2) additional hours that security personnel would work per day are considered paid holiday time. Any hours that security personnel work in excess of the scheduled eight (8) hours per work day will be paid at one and one-half (1½) times their normal hourly rate of pay, in addition to the two (2) hours per day of paid holiday pay to which they are otherwise entitled.

b. Security Personnel who work at least 20 hrs per week - can be eligible for 2 paid holidays granted to 9-month employees.

Delete B

J. Vacation Leave

1. Eligibility. Regular full-time and part-time employees who are scheduled to work a minimum of 20 hours, and who are assigned 251 or more work or paid days per school year, are eligible for vacation leave. Additionally, child care, nutrition services and transportation educational assistant employees, working a minimum of 20 hours per week, and who are assigned at least 232 work or paid days per school year, are also eligible for vacation leave.

Note: An employee may not use paid personal or vacation leave during the last two scheduled work weeks of employment. Unauthorized time off will not be paid during this period.

2. Maximum Vacation Hours Available. Eligible employees may be granted the hours of paid vacation leave each year based on their normal scheduled hours of work and completed years of service, according to the following formula.
 - a. The maximum amount of hours of paid vacation an employee may receive each year is determined by dividing the employee's normal scheduled annual hours per year by the factor that corresponds to the employee's completed years of service as of July 1 of each year. The formula provides employees vacation time based on scheduled hours and years of service (See computation formula below).

Completed Years of Service as of Anniversary Date	Computation Formula
At Hire	"X" divided by 32.5 = vacation hours
1	"X" divided by 26.00 = vacation hours
5	"X" divided by 17.33 = vacation hours
10	"X" divided by 13.00 = vacation hours

- "X" equals the number of normally scheduled annual work hours.
- b. If during the year, the employee ~~completes~~ ^{Revis} year of service 1, 5, or 10 the additional vacation to bring the employee to the higher level for the year is made available on the employee's anniversary date.
 - c. An employee who fails to use paid vacation as allowed by this provision will not carry forward any time and is deemed to have waived the use of that paid vacation time. Under special circumstances, the employee and/or the employee's supervisor may request a waiver from the Contract by submitting a written request to the DCFCE 21st Waiver committee.
 3. Application for Vacation Leave. An employee wanting to use available vacation leave must submit a request to his/her immediate administrator or designee at least two (2) weeks in advance of the planned vacation leave, or in accordance with the department/division vacation scheduling practices. The District administrator or supervisor will schedule vacations at the convenience

of the District and as nearly as possible, at the convenience of the employee. Employees may take vacation leave on the days before and after a paid holiday, provided that such use is approved by the employee's administrator or designee. Vacation is available in fifteen (15) minute increments.

4. Pay at Separation or Change of Eligibility. Employees who leave their employment with the District, or move to a position not eligible for vacation, will not be paid for vacation leave not taken prior to the termination or re-assignment. Adjustment to an employee's vacation will be made when an employee's vacation eligibility changes during the year.

K. Worker's Compensation

The parties agree to abide by all applicable laws governing worker's compensation. This section is not subject to the grievance procedure as set forth in this Agreement.

Employees who are injured on-the-job must provide written notice of the injury to their supervisor immediately and must file a report with the District Risk Management Office within four (4) working days after the accident or occurrence pursuant to Section 8-43-102(1) and (1.5), Colorado Revised Statutes. If the injury results from the employee's use of alcohol or controlled substance, or the failure to follow established safety procedure, or rules, or to use safety equipment or devices provided by the District the worker's compensation disability benefits may be reduced by one-half (½) in accordance with Section 8-42-112.5, Colorado Revised Statutes.

An employee who is absent from work due to injuries incurred in the scope of employment and covered by worker's compensation may utilize accrued sick leave or personal leave in fifteen (15) minute increments to make up resulting loss of income. Upon request, and not more often than monthly, the District will allow the employee to convert sick leave and personal leave to extra pay in an amount not to exceed that which is necessary to provide the employee the same take home pay normally earned by the employee after deductions. Only an employee's accrued sick leave and personal leave balances may be converted; the sick leave bank is not available for conversion.

VI. PROCEDURES

A. Negotiations Procedure

1. General. The Board and the DCFCE recognize that each party has an interest in the compensation, time-off benefits and working conditions of classified employees. Of necessity, a variety of topics will arise related to these joint interests. Both parties reaffirm their commitment to attempting whenever possible to reach agreement with regard to those matters utilizing the processes set forth in this Section.
2. Representatives. The procedures set forth in this Section for the discussion and resolution of mutual concerns shall be carried-out in good faith by the Board and the DCFCE through representatives of their own choosing.

3. Labor-Management Committees. The District and the DCFCE recognize that the bargaining unit consists of a number of diverse work groups with dissimilar job titles and duties that in many instances requires separate consideration of localized issues or concerns. In addition, some committees are focused on specialized, narrow issues that require representatives to have special knowledge or background that is frequently developed by continuing service on a special committee or task force. The parties will maintain and keep current a listing of labor-management committees or task forces operating in the Douglas County Schools Classified Bargaining Unit. The parties may modify the number of labor-management committees as needed.

The District and the DCFCE negotiating teams will periodically determine the number and qualifications of the members of the labor management committees. It is recognized that each party will have the right to appoint its representatives to the labor-management committees or task forces, upon consultation with the other party. The District and the DCFCE may at any time jointly determine that a task force or committee is no longer needed and may discontinue the operation of such task force or committee.

4. Negotiations Procedures.
 - a. General. The DCFT and the DCSD have agreed to a Living Contract. Negotiations sessions will take place monthly from September through June. The negotiations contemplated hereunder will be conducted between teams representing the Union and the Board of Education. Each party will select its team members and may be assisted by advisors of its own choosing.
 - b. Standard Re-opener. Pursuant to the provisions stated herein, either party may reopen the Agreement on economic terms, in addition to three (3) issues, identified by each side.
 - c. Initiating Negotiations. In August of each year, or other date mutually agreed upon by the parties, either party desiring to reopen or to negotiate topics covered by the Agreement, will inform the other party. At the initial meeting, the parties will exchange potential topics or concerns being brought forth. Such issues should identify the interests or objectives sought to be obtained. After the topics or concerns are identified and explained, the parties will create a reasonable schedule of negotiation meetings designed to resolve the issue or concern consistent with the process described in the following paragraphs. The parties will agree on the mechanics of negotiations. Upon reaching tentative agreement through negotiations, the proposed new contract language will be subject to ratification by the classified members of the DCFCE and approval by the Board of Education.
 - d. Additional Items. By mutual agreement, the parties may add issues for negotiations throughout the school year.
5. Negotiations Process. Both parties have an interest in a negotiation process that is effective in resolving problems arising in or relating to negotiations. Toward this

end, the parties agree that based on available information, the best negotiation procedure would include the steps outlined in this section. The parties may agree to alter this procedure as deemed appropriate to deal with circumstances as they arise.

- a. Understand Story and Interests. Both parties assure themselves that they understand the situation or problem being addressed and the concerns and interests of the other party;
 - b. Options. The negotiating teams identify options to address the identified concerns;
 - c. Evaluate and Commit. The parties review and evaluate the available options in light of the interests, and identify the recommended course of action;
 - d. Implement. The parties set forth in writing any items agreed upon for review and formal action by the DCFCE and the Board of Education.
6. Facilitation. The Board and the DCFCE recognize that from time to time the negotiating teams of the parties may find it difficult to readily achieve agreement. Whenever it is deemed appropriate or beneficial to do so, the parties may engage the services of one or more experts, consultants or facilitators as they may jointly agree would benefit the process of reaching agreement on that item or items. It is specifically contemplated that the parties might engage individuals with demonstrated knowledge or expertise in a given topic under discussion to provide data or information, or skills and abilities in dispute resolution to serve as a facilitator to assist the parties in reaching resolution. Fees and expenses of consultants and facilitators jointly agreed upon will be shared equally by the Board and the DCFCE, unless a different split is agreed to.
7. Mediation. If the parties concur that agreement cannot be reached without outside intervention, impasse is considered to have occurred. In such event, the parties shall initiate facilitation provided they agree on this process and the facilitator. In the absence of such agreement, the parties shall move directly to mediation. If the parties are unable to agree on a mediator, then a mediator shall be requested through the Federal Mediation and Conciliation Service.
8. Fact Finding. In the event the parties are unable to reach agreement through negotiation, facilitation or mediation with regard to one of the topics of negotiation, then the dispute may be submitted to advisory fact finding by either party.
- a. Selecting Fact Finder. The Board and the DCFCE will attempt to mutually agree upon a fact finder. If the parties are not successful in selecting a desired neutral in this fashion, either party may submit a request to the Federal Mediation and Conciliation Service for selection of a neutral or neutrals according to its then current rules. The Federal Mediation and Conciliation Service will submit identical lists of names of five (5) persons skilled in the resolution of labor disputes and who are members of the National Academy of

Arbitrators to each party within seven (7) days. Seven (7) days after receipt of the list or lists, the parties shall convene either personally or by telephone, and shall alternately strike names until one (1) name is left. The remaining name shall be the neutral. The party striking first shall be determined by lot. The format, dates and times of meetings will be arranged by the fact-finder.

- b. Hearings. The fact-finder shall convene a hearing with at least seven (7) days written notice to both parties at which both parties may appear to present the facts and argument with regard to those matters remaining in dispute. Hearings shall be conducted in accordance with FMCS rules, and shall be open to the public. The formal rules of evidence will not apply. The fact finder's written recommendations with reasons therefore shall be served on both parties. The parties will promptly take action with regard to the advisory report.
- c. Responsibility and Authority of the Fact Finder. The fact-finder shall select as his/her recommendations either the proposed resolution of the District, or that of the DCFCE on each issue remaining in dispute, unless the fact finder is persuaded that another intermediate approach would be more appropriate. The fact finder shall state the reasons in support of the recommendations.

The fact finder shall consider each of the following factors:

- 1) State and federal laws that may apply;
 - 2) Any stipulations of the parties;
 - 3) The interest and welfare of the public;
 - 4) The ability of the District to finance economic adjustments and the effect of such adjustments on the normal existing standard of services provided by the District;
 - 5) A comparison of the wages, compensation, hours and working conditions of persons performing similar services, and also with other employees in public and private employment in comparable situations;
 - 6) Economic factors including the general level of wage increases in public and private employment;
 - 7) The goal of providing excellent programs in the District; and
 - 8) The responsibility and skill level of the jobs.
- d. Fees and Expenses of Fact Finding. All fees and expenses of fact finding proceedings shall be shared equally by the Board and the DCFCE. If either party requests to have a transcript of the hearing prepared, that party shall be responsible for the cost of said transcript and shall furnish a copy to the fact finder. The other party shall be responsible for the cost of its copy of the transcript, should it desire one.
9. Tentative Agreements. It is understood and agreed that all tentative agreements reached by the parties' representatives (or resulting from mediation or fact finding) are subject to formal ratification by the DCFCE prior to presentation to the Board, and that subsequent formal ratification by the Board shall constitute the conclusion of negotiation activities. If approved by both the DCFCE and the Board, those tentative agreements will constitute a Master Collective Bargaining

Agreement between the Board and the DCFCE.

10. Negotiating in Good Faith. The term "negotiate in good faith," shall mean the mutual obligation to meet at reasonable times and places with the willingness to examine the other party's concerns and points of view on any matter which is a topic of negotiations, however, neither party shall thereby be compelled to agree to a specific proposal nor to make a concession.
11. Entire Agreement. The District and the DCFCE acknowledge that during the negotiations which resulted in this Agreement, each had an opportunity to raise issues and propose solutions to any subject matter within the area of collective bargaining. The understandings and agreements reached by the parties are set forth in this agreement. There are no agreements or understandings between the parties not set forth in this Agreement. For the duration of this Agreement, both the District and the DCFCE agree that the other shall not be obligated to collectively bargain with respect to any matter, whether covered by this Agreement or not, except as set forth in the continuous negotiations process provision (section D, above). This Agreement may be amended during its term only in accordance with the negotiations procedures (section D, above), or by mutual agreement, in writing, ratified and approved by the parties signatory to this Agreement.

B. Discipline and Discharge

The DCFCE recognizes the District has the right and duty in managing the affairs of the District to discipline or discharge employees for cause. The parties agree that the principles of progressive discipline will apply in the District's exercise of this right. Consistent with the principles of progressive discipline, serious employee misconduct may result in immediate termination without the need for successive or multiple infractions. Similarly, some offenses, while not warranting immediate termination, may be sufficiently grave to warrant written warning or suspension without pay, even on a first (1st) offense.

District behavior and work expectations of employees are set-out in a variety of documents. The District will communicate work and behavior expectations to new employees and will periodically review updated information with employees as necessary. The DCFCE will assist and collaborate with the District in the process of informing employees of work and behavior expectations.

Any claim that the District imposed discipline on a non-probationary employee without adherence to these provisions must be raised directly at Level II of the grievance procedure. Any claim that the discharge of a non-probationary employee was without cause in violation of this Section must be filed directly at Level III of the grievance procedure. In either case, the grievance must be filed within seven (7) days after the date the employee was given notice of the discipline or discharge.

C. Grievance Procedure

1. Definitions.

- a. A "grievance" shall mean a complaint by an employee covered by this Agreement or the DCFCE that: the employee has suffered a violation or inequitable application of the provisions of this Agreement.
- b. An "aggrieved party" may be the DCFCE or a member of the bargaining unit asserting a grievance.
- c. A "party in interest" is an employee who might be required to take action, or against whom action might be taken in order to resolve a grievance.
- d. A "day" for the purposes of this section, unless stated otherwise, shall mean the days Monday through Friday of every week of the year excluding the national or state holidays recognized by the District on which the District administrative offices are closed.

2. Purpose.

- a. As problems arise, good morale is maintained by sincere efforts of all persons involved to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this grievance procedure is to secure, at the lowest administrative level, equitable solutions to the problems that may arise from time to time.
- b. The provisions of this section shall not apply where the complaint is concerned with a matter where a method of review is prescribed by the laws of the State of Colorado or the United States of America, or where the Board is without authority to act.

3. Procedure.

The DCFCE and the District have designed a set of forms for use in this grievance procedure which are available on the District website.

Probationary employees may pursue grievances alleging violations of the collective bargaining agreement, except that a probationary employee has no right to challenge his/her discipline or discharge through a grievance.

a. Level I.

- i A grievance will first be discussed with the aggrieved party's principal or immediate supervisor with the objective of resolving the matter informally. At that time, the aggrieved party may discuss the grievance personally, or may be represented or accompanied by a DCFCE representative.
- ii If the matter is not resolved informally, the grievance must be submitted in writing on an approved form within fifteen (15) days after the employee

knew or should have known of the act or condition on which the grievance is based.

- iii The principal or immediate supervisor may be represented or accompanied by another representative of the administration.
 - iv The principal or immediate supervisor or designee shall present his/her decision in writing at Level I within five (5) days of the conference.
 - v Any Grievance beyond the initial discussion with the supervisor must be submitted in writing on an approved form.
- b. Level II. If the aggrieved party is not satisfied with the disposition of the grievance at Level I, or if no decision has been rendered within seven (7) days after presentation of the grievance, the grievance may be filed in writing with the employee's department or division director. Any claim that the District imposed discipline on a non-probationary employee without adherence to the provisions of Discipline and Discharge section must be raised directly at this Level II of the grievance procedure within seven (7) days after the date the employee was given notice of the discipline or discharge. It is intended that this step be directed to the highest administrative level within the division or department. Such person may be designated an assistant superintendent or director. The parties will maintain an up-to-date list of these positions. Such an appeal must be filed within seven (7) days after the decision rendered at Level I or within fourteen (14) days after initial presentation of the grievance at Level I.
- i The department director will meet with the aggrieved party and the DCFCE representative in an effort to resolve the grievance. Such meeting will take place within seven (7) days after receipt of the written grievance by the director or his/her designee.
 - ii Decisions rendered at Level II of the Grievance Procedure will be in writing and include the reason(s) therefore, and will be transmitted promptly to all parties in interest and to the DCFCE.
- c. Level III. If the aggrieved party is not satisfied with the disposition of the grievance at Level II, or if no decision has been rendered within seven (7) days after presentation of the grievance, the grievance employee may shall file the grievance, in writing, to the Union, to the Assistant Superintendent for ~~Human Resources~~ within fourteen (14) days after initial presentation of the grievance at Level II. The Union shall then submit the filed grievance to the ~~Assistant Superintendent of Human Resources~~ Chief Human Resources Officer. Any claim that the discharge of a non-probationary employee was without cause, in violation of Discipline and Discharge section, must be filed directly at this Level III of the grievance procedure.
- i The Assistant Superintendent for Human Resources or his/her designee will meet with the aggrieved party and the DCFCE representative in an effort to resolve the grievance. Such meeting will take place within seven

- (7) days after receipt of the written grievance by the Assistant Superintendent or his/her designee.
- ii Decisions rendered at Level III of the grievance procedure will be in writing and set forth the decision and the reason(s) therefore, and will be transmitted promptly to all parties in interest and to the DCFCE.
- d. Level IV. If the DCFCE is not satisfied with the disposition of the grievance at Level III, or if the decision has not been rendered within ten (10) days after the Assistant Superintendent for Human Resources or his/her designee has heard the grievance, only the DCFCE may notify the Superintendent with a copy to Human Resources and proceed to arbitration within ten (10) days after the decision at Level III was due or rendered, provided that the aggrieved party shall have requested the DCFCE to appeal the grievance to arbitration within seven (7) days after the decision at Level III was due or rendered. In the event the parties are unable to agree upon an arbitrator within seven (7) days after notification, the arbitrator will be selected in the following manner:
- i A demand or a submission to arbitration is to be filed with the American Arbitration Association (AAA). The AAA will be requested to submit simultaneously to each party an identical list of the names of five (5) persons skilled in the arbitration of educational labor disputes. Seven (7) days after receipt of the list or lists, the parties shall convene either personally or by phone or other electronic means, and shall alternately strike names until one (1) name is left. The remaining name shall be the arbitrator to hear and resolve the grievance. The party striking first shall be determined by lot.
 - ii The arbitrator will have authority to hold hearings and make procedural rules. He/She will issue a report within thirty (30) calendar days after the date of the close of the hearing, or if hearings have been waived, then from the date final statements and evidence are submitted to him/her, unless the time is extended by mutual agreement of the parties.
 - iii All hearings held by the arbitrator shall be in closed session. The arbitrator's report shall be submitted only to the Board and the DCFCE, and set forth his/her findings of fact, reasoning and conclusions. His/Her recommendation(s) shall be consistent with the law and is limited to interpreting existing provisions of this Agreement. His/Her report shall be advisory only and not binding on the Board or the DCFCE.
 - iv Within seven (7) days after receipt of the arbitrator's report, representatives of the Board and the DCFCE will meet to discuss the report. No public releases of information may be made until after such meeting.
 - v The Board shall take official action on the report of the arbitrator within three (3) weeks after the meeting described above.
 - vi Costs for the services of the arbitrator, including *per diem* expenses and

actual and necessary expenses associated with travel shall be shared equally by the Board and the DCFCE.

4. Miscellaneous.

- a. Neither the Board, nor any member of the administration, nor any employee organization shall take reprisals affecting the employment status or working conditions of any aggrieved party, any party in interest, any DCFCE representative, or any other participant in the grievance procedure by reason of such participation. However, a participant is not exempt from the rules and regulations of the District.
- b. Nothing contained herein will be considered as limiting the right of the DCFCE to file a grievance on behalf of its members whenever, in its judgment, a grievance exists. DCFCE initiated grievances shall commence at Level II.
- c. All written and printed matter dealing with the processing of a grievance will be filed separately from the central office personnel files of the participants.
- d. A grievance must be filed in writing on a form approved by the DCFCE and the District. The form shall provide the following information:
 - i Date of filing
 - ii Precise statement of the nature of the grievance
 - iii Provisions of the Agreement allegedly violated
 - iv Remedy requested
 - v Signature of the aggrieved party(ies)
- e. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administrative staff and having the grievance resolved, provided the resolution is consistent with the terms of this Agreement. The DCFCE shall have the opportunity to be present and to state its views at any grievance procedure level. The DCFCE shall be informed of any meeting pursuant to this Section between any employee and any member of the administrative staff which concerns a formal grievance wherein the DCFCE does not represent the employee.
- f. The parties agree to make available to participants all reasonably pertinent information and documents in their possession or control not privileged by law necessary to achieve a just and fair resolution to the issues raised by the grievance.
- g. When it is necessary for the aggrieved party's representative, or a representative designated by the DCFCE, to attend a meeting or hearing called by the an administrator or the arbitrator during the employee's work day, the

representative shall be released without loss of pay for such time as their attendance is required at such meeting or hearing, and for necessary travel in connection therewith.

- h. Both parties agree that grievance proceedings will be kept as informal and as confidential as may be appropriate at any Level of the grievance procedure.
- i. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement of the parties.
- j. No grievance shall be recognized by the Board or the DCFCE unless it shall have been presented at the appropriate Level within fifteen (15) days after the aggrieved party knew, or should have known of the act or condition on which the grievance is based. If not presented, the grievance will be considered waived.

Exhibit A

Job Classifications Specifically Excluded from the DCFCE Classified Employee Bargaining Unit

Range	Classification	Basis for Exclusion
1	Student Custodian	Student
15A	Foreman (Vehicle Mechanic)	ATU
17	Senior Tax Program	Time limited position
B1	Bus Driver	ATU
M1 M2 M3	Mechanic – Parts Controller Vehicle Mechanic Apprentice Vehicle Mechanic	ATU
N0	Student	Student
	Previous Professional Technical Employees reclassified to Range 20	Time limited position
	Read To Succeed	Time limited position

Exhibit B
 Douglas County Schools
 Classified Employee Salary Schedule
 Effective July 1, 2009

RANGE	MINIMUM	MAXIMUM
1	\$7.58	\$11.40
2	\$8.35	\$12.64
3	\$9.98	\$15.10
4	\$10.48	\$15.75
5	\$10.84	\$16.35
6	\$11.62	\$17.60
7	\$12.44	\$19.29
8	\$13.27	\$20.08
9	\$14.09	\$21.63
10	\$14.91	\$23.15
10A	\$16.03	\$24.22
11	\$15.72	\$24.14
12	\$16.55	\$25.68
13	\$17.37	\$27.53
14	\$18.19	\$27.66
15	\$19.02	\$30.07
16	\$20.96	\$32.98
17	\$22.42	\$34.95
18	\$23.76	\$37.04
19	\$25.18	\$39.26

Exhibit C

Route Selection Process for TEAs Hired Prior to March 1, 2007

A. Qualification to Bid

1. TEA on Leave. If a TEA hired prior to March 1, 2007 is on leave or will be on leave during any bid selection process, the TEA is eligible to bid on the desired route package, provided he/she will return to the route within thirty (30) work days from the route selection effective date.
2. Continuous Service. Except in the case of an approved leave, a TEA hired prior to March 1, 2007 will lose his/her hire date status when his/her service as a TEA is interrupted. This includes transfer to another District job, whatever its nature, or separation from the District, even if the separation is of short duration. Any TEA reemployed as a TEA will be treated as having a hire date after March 1, 2007 for the purposes of route bidding and selection.

B. Annual Bid Process

1. Selection Sequence. Annually in May, TEAs hired prior to March 1, 2007 will select from among existing route packages at each terminal in seniority order with the most senior TEA at their assigned terminal selecting first, followed by the next most senior employee at that terminal and so on, until all TEAs who are entitled to bid have selected routes.
2. Bid Schedule. The Transportation Department will establish a schedule of bid times which will allow each employee five (5) minutes to select a run or job package.
3. Absence. A TEA hired prior to March 1, 2007 who will not be able to attend the route bidding at the time designated based on his/her seniority may select a person to act for him/her in the bid process. It is recommended that the designated rep or proxy be provided with a prioritized list of route packages deemed desirable by the absent party. In any event, the representative or proxy will select a route package(s) on behalf of the absent TEA which will be binding on the TEA. The District will provide a telephone to facilitate communication between the TEA and the proxy during the bidding process. Timely communication is the responsibility of the TEA and his/her proxy. Any TEA who is absent and who has not designated a proxy or who has left no preferences for a route will be by-passed when it is his/her opportunity to bid. In the event a TEA arrives late in the selection process, he/she will be permitted the next turn in selection in accordance with seniority upon completion of the selection by any TEA who is in the process of selecting a route package when the tardy TEA arrives.
4. Change of Route Package. After the completion of the bid, a TEA may only change to a different route package a maximum of two (2) times during the year.

5. **Bidding and Route Review.** TEAs will be allowed one (1) hour of paid time to participate in the annual bid process. Employees are encouraged to arrive at the bid location several minutes prior to their scheduled bid time to review route packages, and ensure the bidding selection process can be concluded on time. After the completion of the bid process, each TEA may receive up to two (2) hours of paid time to review and prepare for performing the responsibilities of his/her new route in conjunction with the driver, such as taking a practice run with the driver.
- C. **Bidding for Vacant Routes.** During the school year when a route package becomes available, the route package will be posted at all terminals for five (5) working days. TEAs hired prior to March 1, 2007 wanting to bid for the route package must sign the posting sheet to be eligible for consideration. After the close of business on the fifth (5th) working day, the postings from all terminals will be taken down and sent to the terminal manager who originated the posting. The route package will then be offered to the most senior TEA in the District hired prior to March 1, 2007 who signed the posting. This process will continue until a TEA hired prior to March 1, 2007 accepts the route package or the list is exhausted. If no one signs up for a route package, or if no one signing up for the route package accepts the offer, that route package will be filled in accordance with the Job Assignment, Transfer and Reductions Section of this Agreement. The individual who accepts the route package will be required to relinquish his/her previous assignment. The relinquished route/assignment will then be staffed by means of the process described in this exhibit.

**Miscellaneous Pay Schedule
For Classified Employees 2009-2010 SY**

Additional Responsibility	Hourly Rate	Additional Information About Rate
CRT – Technology	\$12.00	<ul style="list-style-type: none"> • Traditional: 7.5 hrs; 8 additional days/yr • Others: 7.5 hrs; 10 additional days/yr • Additional hours beyond above mentioned is charged to site
Game Announcers & Scorekeepers	\$9.00	
Ticket Takers	\$8.00	
O & M “On-Call”	\$21.43/day or \$150 for a 7-day week, plus O.T. for hours worked if called-in.	
Sign Language Interpreter for Extra-Curricular Activities	\$40.00	<ul style="list-style-type: none"> • 1-Hr Minimum • Mileage is paid when reporting to another site • If immediately before or after regular assignment, regular rate applies
Classroom Coverage	\$15.00	

Douglas County School District
Classified Grievance Form

Grievance Number: _____ Level: _____

Aggrieved Person: _____ Date of Event: _____

Position: _____ Site: _____

Site Supervisor: _____

Please describe, in your words, your grievance:

What provision do you believe has been violated in the DCFCE Contract?

What do you feel would be a fair remedy for this situation?

Signature of Aggrieved Person Date

Supervisor/Manager Date

Please submit this form to:

- Immediate Supervisor – Level I
- Building/Department Administrator – Level II
- Human Resources – Level III
- Human Resources (Arbitration) – Level IV

CC: Supervisor, Aggrieved Person, Human Resources and DCFCE

Douglas County School District
Classified Grievance Response Form

Grievance Number: _____ Level: _____

Aggrieved Person: _____ Date of Hearing: _____

Respondent: _____ Position: _____

Grievance Summary:

Additional Findings:

Decision:

_____ Date of Decision: _____

Signature of Grievance Office

AGGRIEVED PERSON'S RESPONSE:

_____ I accept the above decision.

_____ The Respondent's Decision is not satisfactory for the reasons stated below, and I request this grievance move to the next level.

_____ Date: _____

Signature of Aggrieved Person

Please submit this form to:
Immediate Supervisor-Level I
Building/Department Administrator-Level II
Human Resources-Level III
Human Resources (Arbitration)-Level IV

CC: Supervisor, Aggrieved Person, Human Resources and DCFCE

DCSD Classified Employee Pay Range

Range #	Position
1	Student Employee
2	Limited Duty Employee Program Aide (no cert.) - Child Care
3	Cashier - Nutrition Services Kitchen Assist. Program Aide (with cert.) - Child Care
4	Educational Assistant I Volunteer Coordinator
5	Asst. Kitchen Mgr. Health Asst. Preschool - Assistant
6	Choir Accompanist Clerical - Copy Rm - Secondary Custodian Instruct. Asst. - Health, Spanish, Literacy, Tech Educational Assistant III - (Mod. Needs) Educ. Asst. (Moderate Needs) - Transportation Librarian - Alternate/Media Tech. - Sec. Maintenance I Program Leader - Child Care Receptionist - Secondary Schools
7	Clerical - Elem. Office Clerical - Gen. Support - Sec Sch & Dpt. Custodian - Utility Educ. Asst. - Signing Educ. Asst. (Severe Needs) - Transportation Kitchen Mgr. - Elem Receptionist - District Secretary - Counseling Office

- Educ. Asst. IV (Severe Needs)
- 8** Asst. Kitchen Mgr. - Secondary
 Assistive Technology Asst. - SPED
 Bibliographic Services Technician
 Bookkeeper - Elem.
 Campus Security Specialist
 Career Asst. - SPED
 Childcare - Senior Program Leader
 Clerical - Attendance
 Cust - Elem. Bldg.Engineer or Night Bldg.Engineer
 Cust - Special Project
 Groundskeeper (includes On Call)
 Librarian - Elem.
 Registrar - Elem.
 Sec'y - Asst. Prin./Athletics/I.B.
 Sec'y to Coordinator/Area Manager
 Vision Screening Asst.
- 9** Accounts Payable Clerk
 Autism Support Specialist - Preschool
 Brailist - SPED
 Central Admissions Specialist
 Clerical - Specialized Support - Dept
 Kitchen Mgr. - Secondary
 Kitchen Mgr. - 2 Sch. Elem.
 Librarian - Special Projects
 Preschool - Instructor
 Printer - District
 Registrar - Secondary Schools
- 10** Accts. Payable Specialist
 Bookkeeper - Department
 Bookkeeper - Sec. Schools
 Campus Security Specialist Lead
 Child Care - Asst. Dir.
 Clerical - Scanner
 Cust. - Sec. Bldg. Engineer hired on/after 7-1-2000
 Delivery - Nutrition Services/Warehouse

	<p>Employment Applications Specialist Maintenance II (Completion of TPC program required) Occupational Therapist Assistant Secretary to Director Secretary to Prin. - < 250 students Secretary to Prin. - Alternative Schools Secretary to Prin. - Elem., Middle & H.S. Security Officer - Unarmed, District</p>
10A	Cust.- Sec. Bldg. Engineer hired <i>before</i> 7-1-2000
11	<p>Accounting Specialist - District Custodian - Equipment Repair-O&M Field Trip Coordinator - Transportation Kitchen Mgr. - 3 Sch. Elem Kitchen Mgr. - 2 Sch. Secondary Librarian - DMC Payroll/Field Trip Billing - Transp. Planner/Scheduler - O&M Purchasing Specialist Printer - Lead Security Officer - Armed, District Student Records Specialist</p>
12	<p>Custodian - Group Leader Grdskeeper - Equip. Operator/Irrigation/Chemical Groundskeeper - Mechanic Health Benefits Specialist Human Resource Records Specialist Parts Controller - Operations & Maint. Payroll Specialist Physical Therapist Assistant Preventive Maintenance Sec'y to Exec. Dir. Substitute Specialist Warehouse - Lead</p>
13	<p>Budget Specialist Carpenter</p>

	<p>Certified Occup Therapist Asst (COTA) Field Representative - DCF Groundskeeper - Lead Locksmith Painter Roofer Security Systems Specialist Speech & Language Pathologist Asst. Trainer - Department Water Treatment - O&M</p>
14	<p>Director - Child Care Dispatcher - Transportation Facility Use Coordinator - Facility Radio Dispatcher Roofing Specialist Scheduler - Transportation Software Support - Training Specialist Cued Speech Transliterater (no cert.) Sign Lang. Interpreter/Tutor (no cert.) Sign Lang. Interpreter/Tutor (w/cert.) 7/1 -12/06</p>
15	<p>Admin. Assistant to Asst. Supt., CFO, & COO ITS Tech I Plumber Radio Dispatcher Lead Technician - Equipment Repair - Nutrition Services Vice President - DCFCE HVAC</p>
16	<p>Application Support Specialist Communications Specialist Control Systems Specialist - O&M District Registrar & CDE Coordinator Electrician Information Systems Specialist - HR Paralegal/Legal Assistant Personnel Developer - Staff Development</p>

<p>17</p>	<p>Cued Speech Transliterater (w/ cert.) ITS II Lead - O&M, Senior Control Specialist Lead Technician - Equipment Repair - Nutr Services Secretary to BOE Sign Lang. Interpreter/Tutor (w/ cert.)</p>
<p>18</p>	
<p>19</p>	<p>Admin. Assistant to Superintendent</p>
<p>20</p>	<p>Non-Exempt Specialized Support hired prior to 7-1- 05 Senior Tax Program</p>

MEMORANDUM OF UNDERSTANDING REGARDING THE 21ST CENTURY PARTNERSHIP

This partnership is for schools/departments, who develop progressive approaches for improvement, to have the opportunity to request a waiver from specific contract language. The membership shall include:

- 3 members for the DCF leadership team
- 3 members from Human Resources

The 21st Century Partnership Committee shall operate as follows:

- The Partnership Committee shall meet as needed.
- Decisions shall be made by consensus and are final with no recourse for appeal.
- Waivers are granted for one school year with the opportunity to review the following year.

Any request for a waiver must be submitted to the 21st Century Partnership Committee in writing as outlined below:

- A statement specifically explaining the contractual provision for which the waiver is being requested.
- A written rationale for the waiver explaining why it is necessary and how it is linked to providing improved instructional or other services.
- Evidence of support for the requested waiver from a majority of the employees who will be affected if the waiver is granted.
- All waiver requests may be sent to the 21st Century Partnership Committee –Attn: Director of Human Resources.

MEMORANDUM TO UNDERSTANDING COMPENSATION 2011-2012

Both the DCFCE and the District embrace the Core Value of Lifelong Learning and believe the Skill Blocks component is an opportunity for classified employees to understand and align their work with the District's Strategic Plan. In lieu of one additional work day, the District and DCFCE will continue the following compensation components for the 2011-2012 school year. The total funds used for the components listed below will not exceed \$300,000.

The following compensation components will be maintained for the 2011-2012 school year:

- Up to \$30,000 for Additional Responsibility for District-wide Committees
- Up to \$220,000 toward Skill Blocks
- A Skill Block will be designated toward the District Strategic Plan
- Up to \$50,000 for Tuition Reimbursement

All remaining components of the performance pay plan will be suspended for the 2011-2012 school year.

THE ADDITION OF ONE WORKDAY FOR 2011-2012

The Douglas County School District and the DCFCE agree to offer a one-time opportunity for classified employees to work one additional day at their regular rate of pay during the 2011-2012 since our employees have not received an increase in three years. Employees who typically work 40 hours within a work week will work no more than five (5) additional hours during the week of the site's training.

The parties agree that the additional day can best be used to support the District Strategic Plan and meet reasonable standards for accountability by being placed at the start of the school year.

The attendance for this day is strongly encouraged but this day will be considered a voluntary work day. If an employee is unable to be in attendance, the employee will not be eligible for the additional day's pay, nor will the employee be eligible to use paid leave.

The District and the Union agree this will be a one-year only, non-annuitized salary adjustment.

**MEMORANDUM OF UNDERSTANDING
REGARDING
EMERGENCY CLOSURE/~~SNOW DAYS~~
FOR THE ~~2010~~ 2011 - 2012 SCHOOL YEAR**

The Douglas County School District and the Douglas County Federation of Classified Employees have a mutual interest in sharing the financial expenditures for emergency closure/~~snow~~ day compensation. Therefore, the negotiation team has agreed to the following for the ~~2010-2011~~ 2011-2012 school year.

- a. Essential personnel are those employees predetermined by the Assistant Superintendent of Human Resources or his/her designee. Responsibilities of essential employees include responding to the type of situation causing the closure or performing a time sensitive or critical District function that would have an adverse impact on the District if not performed on a specific day.
- b. In the event of an emergency closure the following apply:
 - i Only essential personnel are to report to work at the affected sites. Essential personnel will be paid their regular rate of pay plus one and one half (1 ½) times their regular rate for the hours actually worked. Essential personnel reporting to work will be paid for a minimum of 2 hours.
 - ii No other employees are to report to work. Non-essential employees who are full-time, part-time or limited part time will be paid their regular hourly wage for their ~~normal~~ scheduled work hours on at their site/department the first two, fifth and sixth District-declared emergency closure days. Employees are not paid for ~~the~~ their sites/department third and fourth District-declared emergency ~~snow~~ days.
 - iii If an employee has pre-approved leave scheduled on a paid District-declared emergency closure, the leave will be converted to paid emergency leave.
 - iiii iv Employees may make up the time missed at a later date if approved by the employee's supervisor. The employee may also choose to use accumulated personal leave, compensatory or vacation time to fill-out the lost hours and maintain expected compensation levels; otherwise, the employee will not be paid for the hours of work issued.
 - iv v Employees may use sick leave after exhausting all other leave options to cover the cost of the unpaid emergency closure/snow day.
 - v vi Essential personnel who are notified by their supervisor not to report or who are unable to report to work will be treated as non-essential personnel.
 - vi vii Substitutes, long-term substitutes or temporary employees are not to report for work and will not receive any compensation for the time.

vii viii If because of state attendance requirements the District is required to schedule make-up time due to emergency closure classified employees affected will be required to work the make-up days so scheduled.

MEMORANDUM TO UNDERSTANDING REGARDING EXTENDED SERVICE SEVERANCE

The Douglas County School District and the Douglas County Federation of Classified Employees have a mutual interest in paying district classified retirees their Extended Service Severance in conjunction with these employees working a 110-Day Agreement in the ~~2010-11~~ 2011-12 school year.

In order to provide for adequate cash flow issues during current fiscal constraints, the District needs to handle this payout as follows:

- ~~Two thirds of the total severance would be paid by October 31, 2010; and,~~
- the District will pay the ~~remaining one third~~ of the total severance payment by October 31, 2011, ~~dependent upon BOE appropriation.~~

PERA retired classified employees may work a 110 schedule if filling a “hard to fill” vacancy from the list below and contingent upon supervisor’s approval for the 2011-12 school year.

- Educational Assistant IV [Severe Needs]
- Cued Speech Transliterater
- Sign Language Transliterater
- HVAC

Note: The “Hard to Fill” List has been jointly agreed upon by both the District and the DCFCE

**MEMORANDUM TO UNDERSTANDING
REGARDING
PAY FOR PERFORMANCE 2011-2012 SCHOOL YEAR**

Due to budget constraints, the District and DCFCE support suspending the Pay for Performance System during the 2011–2012 school year in order to eliminate the necessity for furlough days.

