

**AGREEMENT**

between

**Local 3375, American Federation of  
State and County Municipal  
Employees, A.F.L. - C.I.O.**

and

**Mesa County Valley  
School District No. 51  
Grand Junction, Colorado**

July 1, 2003 – June 30, 2006

This agreement is entered into by and between the Board of Education of Mesa County Valley School District No. 51 and Local 3375, Council 76, American Federation of State, County, and Municipal Employees this 1st day of July, 2003.

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**PREAMBLE**

1. The Board of Education of Mesa County Valley School District No. 51, hereinafter referred to as the Board, and Local 3375, Council 76, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, recognize and declare that providing an education of the highest feasible quality for the children within School District No. 51 is the objective of the school district and that supporting services provided by competent employees are a necessary ingredient in attaining this objective.
2. The Board and the Union further recognize:
  - (a) That the Board is the duly elected governing body of the district and it has the powers, duties, and responsibilities conferred upon it by the constitution and laws of the State of Colorado.
  - (b) That the Superintendent is the chief executive officer of the Board and is responsible to the Board for planning, implementing, and maintaining such programs and policies as it may authorize.
  - (c) That attainment of the objectives of support to the education program conducted in the district requires mutual understanding and cooperation between the Board, the administrative staff and the employees. To this end, good faith negotiations between the Board and the Union, with a free and open exchange of views are desirable.
  - (d) That employees have the right to join, or refrain from joining, any lawful organization for their personal or economic improvement, and for the advancement of public education, but membership of an employee in any organization shall not be required as a condition of employment by the district.

NOW, THEREFORE, the Board and the Union agree as follows:

**SECTION 1 - Definitions**

- 1.1 The term "Board" as used in this Agreement shall mean the Board of Education of Mesa County Valley School District No. 51, State of Colorado.
- 1.2 The term "District" as used in this Agreement shall mean Mesa County Valley School District No. 51.

- 1.3 The term "Superintendent" as used in this Agreement shall mean the Superintendent of Schools, or designee.
- 1.4 The term "Union" as used in this Agreement shall mean Local 3375, Council 76, American Federation of State, County, and Municipal Employees, AFL-CIO.
- 1.5 The term "Employees" as used in this Agreement shall mean all regularly assigned employees of the District who are represented by the Union for negotiating purposes, as defined in Section 3.
- 1.6 The term "Directors" as used in this Agreement shall mean those positions so titled by the Board of Education (Executive Director of Business Services, Executive Instructional Director, etc.).
- 1.7 The term "days" shall mean work days unless otherwise identified.

**SECTION 2 - General**

- 2.1 The Board shall continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, marital status, membership, or non-membership in any employee organization.
- 2.2 The Union shall continue to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, or marital status.
- 2.3 The Board will provide the Union with an advance copy of the agenda for each official Board meeting when available.
- 2.4 No change, rescission, alteration, or modification of this Agreement, in whole or in part, shall be valid unless the same is ratified in writing by both the Board and the Union.
- 2.5 This Agreement shall be governed and construed according to the constitution and laws of the State of Colorado.
- 2.6 The Board and the Union recognize that the Board has certain powers, duties, responsibilities, and discretions that, under the constitution and laws of the State of Colorado, may not be delegated, limited or abrogated by agreement with any party. Accordingly, if any provision of this Agreement, any application of the Agreement to any employee covered hereby, shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or

applications of the Agreement shall continue in full force and effect.

- 2.7 In case of any direct conflict between the express provisions of this Agreement and any Board or Union policy, practice, procedure, custom, or writing not incorporated in this Agreement, the provisions of this Agreement shall control.
- 2.8 Except when the context otherwise requires, when used in this Agreement, the masculine gender shall be deemed to include the feminine, and the feminine gender shall be deemed to include the masculine.

**SECTION 3 - Recognition**

- 3.1 Pursuant to the resolutions adopted by the Board on December 19, 1969, May 13, 1975, and June 10, 1975, the Board recognized Local 3375, Council 76, American Federation of State, County, and Municipal Employees as the negotiating representative for the non-certified employees of the district, as defined by Section 3.2
- 3.2 The employees for whom the Union has been recognized as the negotiating representative include the hourly rated employees of the district in the classifications listed below and no others:
  - (a) Custodial Employees
  - (b) Garage Employees
  - (c) Clerical Staff

It is understood that the Board of Education reserves the right to designate from time to time those clerical positions it deems to be confidential and which shall not be included with the bargaining unit represented by the Union, it being the intent:

- (a) that the Board may initially designate certain clerical positions which will not be included within the bargaining unit,
- (b) that the Board may, at any subsequent date, withdraw from the bargaining unit certain clerical positions initially included therein,

- (c) that the Board may, at any subsequent date, include within that bargaining unit certain clerical positions initially not included therein, and
- (d) that such action(s) by the Board will not be grievable, nor subject to negotiations, but the District will provide the union with the rationale (in writing) for any such change.

3.3 The District shall provide for payroll deduction for membership dues for members of the Union. Deductions for Union dues shall be voluntary. Employees will be required to complete a payroll deduction authorization and file it with the payroll office prior to any payroll deductions being made for this purpose - or whenever payroll deductions are changed. Payroll deductions shall be subject to operating procedures of all payroll deductions authorized by the Board of Education.

**SECTION 4 - Annual Interest -Based Negotiations**

- 4.1 During the term of this Agreement, either party may request annual negotiations.
- 4.2 A written request by a party desiring annual negotiations must be made to the other party by the last day in January.
- 4.3 Initiating Negotiations.
  - 4.3.1 Written request for negotiations between the Board and the Union may be submitted on such matters concerning employees' salaries, wages, hours, and conditions of employment, as the parties may agree from time to time to negotiate.
  - 4.3.2 Negotiations mutually agreed upon will be conducted at times and places mutually agreeable to the parties. The parties will mutually agree to the date for the first negotiations session within twenty (20) working days.
- 4.4 Conducting Negotiations.
  - 4.4.1 During negotiations, the Board and the Union will present relevant data and exchange points of view. Upon request of either party, the other party will, except as it may be limited by law, make available for inspection, its records and data pertinent to the subject of negotiations.

4.4.2 As of the time information is made available to the Board, the Board will, if requested by the Union, provide the Union with the Superintendent's proposed budget for the next fiscal year, as well as available preliminary budgetary information and proposals affecting employees' salaries, wages, hours, and conditions of employment.

4.4.3 Either party may utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

4.4.4 It is anticipated that negotiations normally will be conducted outside regular working hours. If it is mutually agreed that any such negotiating meeting will be held during regular working hours, a maximum of five (5) negotiating representatives of the Union shall be released for such purpose from their regular duties without loss of pay. To the extent feasible, representation shall be distributed as follows:

- A.F.S.C.M.E. President
- 2 Custodial Employees
- 1 Garage Employee
- 2 Clerical Staff

4.4.5 Negotiations shall be conducted in closed sessions.

4.5 Adopting Agreements.

4.5.1 Agreements reached as a result of the negotiations described herein will be reduced to writing, will be signed by the Board and the Union, and will constitute the conditional Agreement between the parties, subject to the reopening of negotiations following the public hearings on the budget of the District, as provided in Section 4.5.2 below.

4.5.2 If, as a result of the annual budget hearings or any referendum election concerning the local mill levy, either party may, within ten (10) days after the last public hearing on the budget, request further negotiations regarding said budget. Agreements reached following further negotiations pursuant to this section will be reduced to writing and will be signed by the Board and the Union as amended.

4.6 Mediation.

If the negotiations described above have reached an impasse, the issues in dispute shall be submitted to mediation for the purpose of assisting the Board and the

Union in reaching a voluntary agreement. The parties shall first attempt to agree upon a mediator who shall preferably, but not necessarily, be a resident of the State of Colorado. If the parties are unable to agree upon a mediator, they shall request a mediator of the Federal Mediation and Conciliation Service be assigned to mediate the issues in dispute. If both parties agree that the service of the Federal Mediation and Conciliation Service is unacceptable, then the mediator will be selected in the following manner:

- (a) The American Arbitration Association shall be requested to submit simultaneously to each party, an identical list of names of five (5) persons skilled in the mediation of public school district matters. The American Arbitration Association shall be requested to include in such lists the names of as many residents of Colorado skilled in the mediation of public school district matters as is possible.
- (b) Within seven (7) days from its receipt of the list of mediators from the American Arbitration Association, each party shall cross off the names of any mediators to whom it objects, number the remaining names in order of its preference, and return the list to the American Arbitration Association. If a party does not return the list within the time specified, all persons named thereon shall be deemed acceptable.
- (c) From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the American Arbitration Association shall designate the mediator and invite him to act in the matters at issue between the parties.
- (d) If the parties fail to agree upon any of the persons listed by the American Arbitration Association, or if those names decline or are unable to act, or if for any other reason the appointment of a mediator cannot be made from such list of names, the American Arbitration Association shall appoint a mediator from its other members without submitting additional lists to the parties.

4.7 Conducting Mediation.

- 4.7.1 The dates, times, and procedures to be followed in mediation meetings will be arranged by the mediator and such meetings will be conducted in closed sessions.
- 4.7.2 To the extent that tentative agreements are reached as a result of such mediation, the procedures provided in Section 4.5 shall apply. If mediation

fails, in whole or in part, the mediator shall report the issues which remain in dispute to the respective parties.

- 4.7.3 The costs for the services of the mediator, including travel and other expenses, shall be shared equally by the Board and the Union.

**SECTION 5 - Grievance Procedure**

5.1 Definitions.

- 5.1.1 A "Grievance" shall mean a complaint by an employee, or employees, in the negotiating unit when there may have been a violation of this Agreement. The term "Grievance" shall not apply to any matter as to which: (1) the method of review is prescribed by law, or (2) the Board is without authority to act.
- 5.1.2 An "Aggrieved Person" is an employee, or employees, asserting a grievance.
- 5.1.3 A "Party of Interest" is an employee who might be required to take action, or against whom action might be taken in order to resolve a grievance.

5.2 Purpose.

- 5.2.1 Good morale is maintained by the sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of the grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to problems. Both parties agree that these proceedings will be kept informal and confidential.
- 5.2.2 Nothing herein contained will be construed as limiting the right of any employee considering a grievance to discuss the matter informally with any appropriate member of the administration, and have the issue resolved, provided the adjustment is consistent with the terms of this Agreement. The employee shall have the opportunity to have union representation present.

5.3 Grievance Sequence.

5.3.1 LEVEL ONE

A grievance shall first be heard by the aggrieved person's immediate supervisor with the objective of resolving the matter. The aggrieved person: (1)

may discuss the grievance personally, (2) may request that a representative of the Union accompany him, or (3) may request that a representative of the Union act on his behalf. Within five (5) days of the receipt of the grievance, a hearing will be conducted by the supervisor. Within three days after the hearing, the supervisor shall issue a written response to the grievant with copies to the Superintendent and Union.

#### 5.3.2 LEVEL TWO

If the aggrieved person is not satisfied with the decision at LEVEL ONE, or if no decision has been rendered within three (3) working days after the presentation of the grievance at LEVEL ONE, he may present his grievance at LEVEL TWO within five (5) workdays after the decision has been rendered at LEVEL ONE, or within eight (8) workdays after the grievance was presented at LEVEL ONE, whichever is sooner. LEVEL TWO shall consist of the aggrieved employee, his immediate supervisor, and the appropriate Director or Manager. The employee may: (1) discuss the grievance personally, (2) request that a representative of the Union accompany him, or (3) request that a representative of the Union act on his behalf. Within five (5) days of the receipt of the grievance, a hearing will be conducted. Within five (5) days after the hearing, a written response will be issued to the grievant with copies to the Superintendent and Union.

#### 5.3.3 LEVEL THREE

If the aggrieved person is not satisfied with the disposition of his grievance at LEVEL TWO, or if no decision has been rendered within five (5) working days after the presentation of the grievance at LEVEL TWO, he may file a grievance in writing with the Union within five (5) working days after the decision has been rendered at LEVEL TWO, or within fifteen (15) working days after the grievance has been presented at LEVEL TWO, whichever is sooner.

Such grievance shall be filed by the Union with the Superintendent's Office within two (2) working days after receiving such written grievance.

The Superintendent, or Superintendent's designee, will represent the District at LEVEL THREE of the grievance procedure. The Superintendent, or

designee, will meet with the aggrieved person and/or representative in an effort to resolve the grievance. Such meeting will take place within five (5) working days after receipt of the written grievance, and the Superintendent, or designee, will give a decision in writing within five (5) working days of such meeting to the grievant with a copy to the union.

#### 5.3.4 LEVEL FOUR

An aggrieved employee who is not satisfied with the disposition of his grievance at LEVEL THREE may, within five (5) working days after the Superintendent, or designee, has rendered a decision at LEVEL THREE, request in writing that the Union submit the grievance to arbitration. If the Union deems the grievance meritorious, it may, within five (5) working days after the receipt of the aggrieved person's request, notify the Superintendent that it wishes to submit the grievance to arbitration.

#### 5.4 General Provisions Concerning Arbitration.

5.4.1 In the event the parties are unable to agree upon an arbitrator within ten (10) days following the Union's request to the District for arbitration, an arbitrator shall be selected in the manner provided in Section 5.4 for selecting a mediator.

5.4.2 The arbitrator will have authority to hold hearings and make procedural rules for conducting the arbitration. He will issue a report within a reasonable time after the close of the hearings.

5.4.3 All hearings held by the arbitrator shall be in closed sessions.

5.4.4 The arbitrator's report shall be submitted in writing to the Board and the Union only, and shall set forth his findings of fact, reasoning, conclusions, and recommendations on the issues submitted. The arbitrator's recommendations shall be consistent with law and the terms of this Agreement. His report shall be advisory only and shall not be binding on either the Board or the Union.

5.4.5 Within five (5) workdays after receiving the report of the arbitrator, the Board and the Union, or their duly designated representative(s), will meet to discuss the report. No public release concerning the arbitrator's report may be made until after such meeting.

- 5.4.6 The Board shall consider the report of the arbitrator and take such action thereon as it may deem appropriate, not later than at the next regularly scheduled meeting of the Board subsequent to the meeting mentioned in Section 6.4.5 above.
- 5.4.7 The costs for the services of the arbitrator, including expenses, shall be shared equally by the Board and the Union.
- 5.4.8 Either party may request that an official stenographic record of the testimony taken at the arbitration hearing and a copy of any transcript so made shall be provided to the arbitrator. The party requesting a stenographic record shall pay the cost thereof, except that if the other party shall request a copy of any transcript, it shall share equally the entire cost of making the stenographic record.

5.5 Miscellaneous.

- 5.5.1 If, in the judgment of the Union, a grievance affects a group of employees, the Union may submit such grievance in writing directly to the Executive Director of Human Resources, and the processing of such grievance may be commenced at LEVEL THREE.

If a grievance alleges a violation, misinterpretation or inequitable application with regard to a sub-section(s) of Section 22, Vacancies, the grievance shall be initiated at Level II of the grievance procedure.

- 5.5.2 If an employee claims to have been unfairly treated by a violation of Board policy, practice, or custom, even though such policy, practice, or custom is not incorporated in this Agreement, the employee may nevertheless file a complaint in accordance with the accepted Board policies applicable to the employee's complaint.
- 5.5.3 The Board agrees to make available to the aggrieved person and representative, all information not privileged under law in its possession or control, which is relevant to the issues raised by the grievance.
- 5.5.4 When it is at LEVEL TWO through FOUR for a representative designated by the Union to attend a meeting or hearing called by the Superintendent, or designee, during the workday, the representative shall be released from regular duties without loss of

pay for such time as attendance is required at such meeting.

- 5.5.5 In addition to the other time limits specified in this section, no grievance shall be recognized by the Board or the Union unless it initially shall have been presented at either LEVEL ONE or LEVEL TWO, whichever is appropriate, within ten (10) working days after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based and if not so presented, the grievance will be considered as waived.
- 5.5.6 All time limits established in this grievance procedure may be extended by mutual consent.
- 5.5.7 Stewards.

Employees must receive permission from the immediate supervisor before they enter the work area of the Union steward for the purpose of discussing Union business or a grievance. The Union stewards must have permission from the immediate supervisor to leave their work place for the purpose of assisting in the grievance. Such permission shall not be unreasonably withheld.

5.5.8 Procedures.

Since it is important that the grievance 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 grievance process.

5.6 Complaint Procedure.

A classified employee who claims to have been unfairly treated by a violation of a Board policy, practice or custom, even though such policy, practice or custom is not incorporated in this Agreement, and such complaint is not a "grievance" as defined in Section 5.3, may request consideration under this section of the contract. The procedure described in this section shall be the exclusive procedure available for the resolution of such complaints, except where another method of review is prescribed by law or where the Board is without authority to act, and neither party shall be required to recognize another or different procedure, process, or forum.

No complaint shall be recognized by the Board or Union unless the complaint is submitted within ten (10) working days after the complainant knew or should have known of the alleged act or condition on which the complaint is

based and if not so presented, the complaint will be considered as waived.

The employee shall first take the complaint to his building administrator, as the procedure is outlined in Section 5.3.1.

If the employee is not satisfied with the response of the building administrator to his complaint, the employee may request a meeting with the Superintendent, or designee, to discuss the complaint. Such meeting shall be held within ten (10) working days after it has been requested by the employee, or within such other period as may be mutually agreed upon.

A person not satisfied with the Superintendent's disposition of the complaint may, within five (5) working days after the Superintendent, or his designee, has rendered a decision, request in writing that the Superintendent submit the complaint and any accompanying data to the Board of Education. The Board of Education shall render its written decision within one calendar month from the time the Superintendent receives the complaint. All complaints considered by the Board of Education shall be considered in executive session. The employee may, if the employee wishes, have a representative of his choosing at any step in the process. The Board's decision shall be final.

#### 5.7 Discipline or Discharge.

5.7.1 In general, any act of commission or omission, if taken by one or more employees, the consequences of which might result in harm to the School District, or to its employees, or which interferes, or tends to interfere with the rights of proper interest of employees or the School District, may subject the offenders to disciplinary action.

Employees shall be provided a copy of any written reprimand or disciplinary action at the time the reprimand is issued or the disciplinary action is implemented. Nothing in the Agreement shall limit the right of the School District to demote or discharge any employee, at anytime, for just cause. The term "just cause" shall include incompetency, inefficiency, dishonesty, drunkenness, drug abuse, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of Board policies or administrative regulations, conduct or condition presenting a threat to the health or safety of students or fellow employees, or any other failure of good behavior or other act of misfeasance, malfeasance, or nonfeasance in performing the duties of employment. As to any

employment position that requires possession of a valid driver's license, "just cause" shall include being uninsurable under the district's motor vehicle general liability insurance policy.

Any employee discharged or demoted for just cause shall be given complete information as to the reason or reasons therefore, at the time of such action.

All new employees shall have a probationary period of forty-five (60) work days and termination during this period shall not be subject to grievance or appeal.

5.7.2 Any grievance relating to discharge or discipline shall not be subject to arbitration. The final step in the grievance procedure shall be LEVEL THREE.

#### 5.8 Employee's File.

5.8.1 Consistent with the terms of the Open Records Law, each employee may review, during business hours at a time mutually convenient to the employee and the custodian of the file, the contents of the employee's personnel file. At the employee's request, a second party of the employee's choice may accompany the employee. The review will be made in the presence of the custodian of the file.

5.8.2 Any complaint directed toward an employee which is placed in the employee's personnel file, will be called promptly to the employee's attention.

5.8.3 No material derogatory to an employee's conduct, service, character, or personality, will be placed in either the employee's building file or in his personal file in the Human Resources Office unless the employee has been given an opportunity to read and sign the materials. The employee's signature on the material to be filed will signify only the employee's acknowledgment that the employee has read the material.

5.8.4 The employee may provide a written explanation concerning derogatory information in the file, and the original signed copy of that explanation will be attached to the material and made a part thereof. The written explanation must be submitted within ten (10) working days after the employee is made aware of the derogatory material.

5.8.5 Derogatory material which becomes the basis for the initiation of disciplinary action against an employee will be granted to the employee for disposition

should the charges be proved baseless. Consistent with the Open Records Law, employees may be provided with copies of material in their personnel file upon payment of reasonable duplication charges.

## **SECTION 6 - The Employees' Council**

- 6.1 The Employees' Council shall consist of the Union President, three (3) area stewards of the Union, or their duly designated representatives, two (2) clerical representatives, and a maximum of five (5) administrative representatives.
- 6.2 The Council shall meet monthly, unless the parties agree to a different meeting schedule, to discuss and study subjects mutually agreed upon relating to the school system.
- 6.3 The Council is empowered to appoint Joint Study Committees composed of employees and representatives of the administrative staff to study and report upon mutually agreed upon subjects. On completion of its study and report on the subject assigned to it, each Joint Study Committee shall be considered dissolved and once dissolved, no committee shall be reactivated except by mutual consent of the members of the Council.
- 6.4 If it is mutually agreed that any meeting of the Council will be held during regular working hours, Union representatives on the Council shall be released from school duties for such meeting.

## **SECTION 7 - Work Schedules - Hours of Work and Overtime**

### 7.1 For Custodial, Garage, and Clerical Employees.

#### 7.1.1 Regular Hours

Insofar as possible, the regular working hours of each day shall be consecutive, except for interruptions for lunch periods. However, if in the judgment of the Administration, a split shift is necessary, such assignments may be made.

#### 7.1.2 Workweek

The workweek shall consist of five (5) consecutive days within seven (7) calendar days. The start of the workweek may be staggered in accordance with School District requirements with five (5) work days notice prior to the start of a new shift. So far as is practical, the days off shall be Saturday and Sunday.

### 7.1.3 Workday

The workday shall consist of an employee's assigned hours up to eight (8) hours of work, exclusive of lunch periods, within a twenty-four (24) hour period, either as a straight shift or split shift.

### 7.1.4 Work Shift

First Shift shall mean any regular work shift scheduled to start anytime from 5:00 a.m. to 12:00 noon, and extend for the period of a regular work shift.

Second Shift shall mean any regular work shift scheduled to start anytime from 12:00 noon to 11:30 p.m., and extend for the period of a regular work shift.

Third Shift shall mean any regular work shift scheduled to start anytime from 11:30 p.m. to 5:00 a.m., and extend for the period of a regular work shift.

### 7.1.5 Work Schedule

Except for emergency situations as determined by the Administration, work schedules shall not be changed without five (5) work days prior notice to the employee.

### 7.1.6 Revised Schedule Requests

A permanent employee with at least three consecutive years of employment with the District may request a revised work schedule if enrolled in an education program approved by the Executive Director of Human Resources. Approval or disapproval of any such request is discretionary on the part of the administration.

A request must be approved by both the immediate supervisor and the Executive Director of Human Resources or designee. If a request or revised request is approved, the revised schedule must include the normal number of work hours established for the employee's position.

Any decision rendered will not be subject to the grievance or complaint procedures.

### 7.2 Overtime.

#### 7.2.1 Overtime.

Time and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid for time worked in excess of forty (40) hours in any workweek in their basic assignment with the District. Time off for sick/personal leave or vacation shall not be counted as time worked. Holidays count as time worked.

Compensation shall not be paid twice for the same hours.

Pay for overtime worked on holidays is covered by Section 13 – Holidays.

7.2.2 Overtime shall be made available as equally as practical among employees within the same classification at the same location.

#### **SECTION 8 - Rest Periods - For Custodial, Garage, and Clerical Employees**

- 8.1 All employees' work schedules shall provide for a fifteen (15) minute duty free rest period during each one-half (1/2) shift and shall be taken within proximity of the job location.
- 8.2 Employees who, for any reason, work beyond their regular quitting time into the next shift, shall be granted the regular duty free rest periods that occur during that shift.

#### **SECTION 9 - Meal Periods - For Custodial, Garage and Clerical Employees**

- 9.1 Employees shall not be required to work in their basic assignment more than two (2) hours after regular working hours without being permitted to go to meals. Time taken for meals after the employee's regular work shift will not terminate the continuous service period and will be paid for up to thirty (30) minutes.
- 9.2 An employee shall be furnished additional, reasonably priced meals every four (4) hours thereafter while continuing to work in their basic assignment after the regular work shift.
- 9.3 Employees shall be allowed thirty (30) minutes, unpaid, for a duty free meal period during each work shift. This period may be spent at, or away from the job site. Employees shall not be permitted, during their regular shift work, to use a school vehicle to travel from one site to another for the purpose of eating a meal. If an employee is to leave his work site to travel to another location to eat a meal, it must be done during the prescribed meal break and not during working hours, before or after, the meal.

#### **SECTION 10 - Cleanup Time - For Custodial and Garage Employees**

- 10.1 Employees shall be granted a fifteen (15) minute cleanup period prior to the end of each work shift. This shall include work area and personal cleanup.
- 10.2 Work schedules shall be arranged so employees may take advantage of this provision. The Administration shall make the required facilities available.

#### **SECTION 11 - Employee Safety**

- 11.1 Employees shall cooperate in all safety and accident prevention programs. All incidents of workplace violence, unsafe equipment or job conditions shall be brought to the attention of the immediate supervisor, or in his/her absence, the next higher level of authority. No employee shall be required to participate in any search for an explosive or incendiary device against his or her wish, nor suffer any loss of pay because of any building evacuation in an emergency situation.

#### **SECTION 12 - Reporting and Leaving Work**

- 12.1 Employees shall be required to check in and out on their own time.
- 12.2 Employees shall be dressed and ready for work by the beginning of the work shift.

#### **SECTION 13 - Holidays**

- 13.1 The following days shall be observed as paid holidays for twelve-month employees:
  - New Year's Day
  - Spring Day (to be determined by Employee Council)
  - Memorial Day
  - Independence Day
  - Colorado Day (or a substitute day to be determined by Employee Council)
  - Labor Day
  - Thanksgiving Day
  - The day following Thanksgiving
  - December 24
  - December 25

Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work.

13.2 Whenever any of the above listed holidays shall fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever the above listed holidays shall fall on Sunday, the succeeding Monday shall be observed as the holiday. If for any reason any of the scheduled holidays should fall on a regularly scheduled school day, according to the school calendar as adopted by the Board of Education, the holiday will be scheduled to the closest non-school day, exclusive of Saturday and Sunday.

13.3 If an employee works on the holidays listed in paragraph 13.1, the employee shall be paid time and one-half (1-1/2) his regular hourly rate for all hours actually worked in addition to his holiday pay. If the holiday has been rescheduled per paragraph 13.2, the holiday pay rate will apply to the rescheduled day, not to the actual holiday.

**SECTION 14 - Vacations**

14.1 Eligibility and Allowance.

Twelve-month employees shall be eligible for annual vacation pay accrued monthly as follows:

Years of Service	Hours Earned Per Month
1 – 5	6.66 hours (10 days per year)
6-10	10 hours (15 days per year)
Over 10	13.33 hours (20 days per year)

Earnings for employees whose regular assignment is less than eight (8) hours will be prorated.

14.2 Vacation Pay.

An employee's vacation rate of pay shall be his regular straight time hourly rate in effect for the employee's regular job or basic assignment.

14.3 Anniversary Date and Use of Vacation.

January 1 of each year shall be the anniversary date for calculating vacation eligibility.

A maximum number of days earned vacation may be carried over from one (1) year to the next without loss, according to years of service. Any vacation earned and not taken, in excess of the carry-over, is lost.

Years of Service	Maximum Days Carried Over
1 – 5	15
6 – 10	25
Over 10	35

14.4 Vacation Periods.

14.4.1 The following regulations will apply to vacation periods for custodial and garage employees:

- (a) The designated vacation period for eligible employees will begin with the last scheduled workday for 205 day principals and end on their first reporting date in August.

Employees with thirteen (13) or more earned vacation days are expected to schedule all vacation during this period however they may request that up to five days be scheduled outside the designated vacation period.

Employees with more than eight (8) but less than thirteen (13) days may request the balance over 8 days be scheduled in another period.

Employees with 8 days or less must take their vacation days during the designated vacation period.

- (b) To the extent feasible, all requests for vacation outside the designated period must be submitted by January 15 of the year they are to be used to allow selection of vacation date by seniority.
- (c) Vacation balances in excess of 5 days that remain unscheduled by May 1 will be scheduled by the administration without regard to seniority.
- (d) The vacation requests of employees who are exempted from the designated period

by virtue of District need shall be granted as far as practicable.

- (e) Final determination as to the scheduling and exercise of vacation leave shall be reserved to the administration.
- (f) Emergency requests for vacation will be given consideration and every reasonable effort made to accommodate the employee's request.

14.4.2 The following regulations will apply to vacation periods for clerical employees working 260 days:

- (a) The vacation period which an employee is eligible to take must be scheduled with the employee's immediate supervisor by May 1.
- (b) Vacation balances in excess of five (5) days which have not been scheduled prior to May 1 of the year to be taken may be scheduled by the Administration.
- (c) As far as practical, vacation requests shall be granted at the time requested by the employees; however, final determination as to the scheduling of all vacations and the determination of the number of employees who may be absent on vacation leave at any point in time shall be reserved to the Administration.
- (d) Emergency requests for vacation will be given consideration and every reasonable effort made to accommodate the employee's request.

14.5 Vacation Rights in Case of Layoff or Separation.

Any employee who is laid off, discharged, retired, or separated from the service of the District for any reason prior to taking his or her vacation, shall be compensated for the unused vacation he or she has accumulated at the time of separation (ref. Section 26 - Resignation from Employment).

14.6 Holiday During Vacation Period.

If a paid holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended one (1) additional workday.

14.7 Should the district utilize an extended or year-round school calendar, the parties will modify any language in this section which is not appropriate to the new school year.

**SECTION 15 – Sick/Personal Leave**

15.1 Full time employees shall accumulate sick/personal leave at the rate of ten (10) hours for each full month of employment. Leave for employees who work less than full time shall accumulate at a lesser rate based upon the amount of time actually worked. The amount of paid leave per day shall not exceed eight (8) hours pay of the employee's regular rate of pay in any event.

Employees shall be eligible for authorized paid sick/personal leave commencing with their 61st working day. 260-day employees shall be granted three (3) personal days, and less than 260-day employees shall be granted six (6) personal days. Personal leave is charged against accrued sick leave and does not accumulate from year to year.

Sick leave is intended for sick leave of the employee or to attend to the illness of a family member of the employee or spouse's immediate family. The immediate family is defined as employee or spouse's father, step-father, mother, step-mother, sister, step-sister, brother, step-brother, spouse, child, step-child, grandchild, grandparent or any person who has acted as the parent of the employee. The maximum number of days usable for this purpose at any given time is five (5) days, except that such five (5) day period may be extended by the Superintendent when, in his or her judgment, extenuating circumstances warrant an extension.

Personal leave may be used for emergency and personal business for the employee. Personal leave is not intended to be used as vacation for the employee. Personal leave shall not be used before or after vacation or holidays. Employees must submit a leave intent form to their supervisor for all personal leave. The form must be submitted in advance except in the case of an emergency.

An employee shall not receive pay for any day leave which exceeds the number of days he or she has accumulated. Employees commencing employment on or after January 1, 1980, may accumulate no more than one hundred forty (140) days of leave. Employees commencing employment prior to January 1, 1980 shall have no limit on the number of sick leave days they may accumulate.

- 15.2 An employee of the garage or clerical areas must, as soon as practical, notify his immediate supervisor of any injury or sickness which will prevent the employee from reporting to work. Custodial employees must, as soon as practical, notify the custodial supervisor, of any injury or sickness which will prevent him from reporting to work. The Administration reserves the right, in any case, to require proof of illness or injury at anytime sick leave is used, either by a statement from the employee's physician, or by an examination of the employee by a physician, or physicians, selected and paid for by the District.

If a District physician determines that an employee is capable of returning to work, the employee shall do so as soon as possible. The failure to report to work as soon as possible shall be considered a false use of sick leave.

If it is determined that an employee was fraudulent in the use of sick leave, the first offense will result in the forfeiture of three days regular pay for each fraudulent day. A second offense will be considered as cause for immediate termination.

- 15.3 An employee using sick leave will be expected to return to work as soon as reasonably possible. Certification of physical ability, and ability to perform all duties without limitation, must be

submitted by the employee's physician to the District Human Resources Office, prior to returning to work if the employee has been on an approved sick leave of thirty (30) or more days.

Upon return from an approved sick leave of forty-five (45) or more days, an employee will be assigned to the position held at the time leave was granted, providing the position is open. If the position is not open, the employee shall be assigned to a comparable position, if such a position is open and the employee is qualified. If a comparable position is not available, or the employee is not qualified, he may accept a lesser assignment, if available and he is qualified, or request a leave of absence. The comparability of positions shall be determined by the Administration.

- 15.4 Sick leave without pay is governed by the Family Medical Leave Act.

#### **SECTION 16 - Severance Pay**

Upon permanent separation of employment by retirement, disability, or death, an employee who commenced employment with the District prior to January 1, 1980, will be paid one half (1/2) of all accrued, unused sick leave in excess of sixty (60) days. Retirement is defined as at least ten (10) years of consecutive service as a District employee.

Severance pay for persons employed after January 1, 1980, will be twenty-five dollars (\$25) per day. An employee may only accumulate a total of ninety (90) days sick leave. The twenty-five dollars (\$25) per day is not applicable to the first sixty days of accumulated sick leave. The maximum number of days that would be eligible for the severance pay is thirty (30).

The amount of payment is to be calculated at the employee's regular rate of pay in effect the day preceding the employee's separation from employment. In the event of death, payment is to be made to the estate of the employee.

#### **SECTION 17 - Parental Leave**

- 17.1 Leave for maternity reasons shall be considered as a form of sick leave and shall be available on the same

terms and to the same extent as sick leave, subject to the provisions set forth below.

- 17.2 When an employee first receives confirmation of pregnancy from a physician, the employee must, within sixty (60) days, file with the District's Human Resources Office, a statement from the physician giving: (a) the estimated delivery date and (b) the effective date recommended by the employee and the physician for maternity leave to commence. At the same time, the employee shall give notice as to whether the employee intends to return to employment with the District following pregnancy.
- 17.3 In the event the employee subsequently desires to continue to work after the effective date for commencement of maternity leave originally filed with the District, certification of physical ability, and ability to perform all duties without limitation, must be submitted by the employee's physician to the District's Human Resources Office.
- 17.4 An employee using sick leave will be expected to return to employment as soon as reasonably possible after the termination of pregnancy. Certification of physical ability, and ability to perform all duties without limitation, must be submitted by the employee's physician to the District's Human Resources Office prior to return to work.
- If the employee cannot return to work within six (6) weeks after delivery because to do so might jeopardize the health of the employee or of the newborn child, the employee shall submit a doctor's certificate/statement so stating, and further specifying, the nature and extent of the medical problem involved. In addition, the District shall have the right to require the employee at any time, to undergo an examination by a physician selected by the District, the cost of any such examination to be paid by the District.
- 17.5 The provisions of this section shall also apply to employees who adopt a child providing the child is under five years of age at the time of adoption.

## SECTION 18 - Other Paid Leaves

### 18.1 Bereavement Leave.

In the event of death of an employee or spouse's immediate family, the employee may be granted three (3) days leave of absence with pay to make household adjustments and to attend funeral services.

The maximum number of days usable for this purpose at any one time is three (3) days, except that such three (3) day period may be extended two (2) days by the Superintendent, or designee, when in his judgment, extenuating circumstances warrant such extension. The immediate family is defined as employee or spouse's father, step-father, mother, step-mother, sister, step-sister, brother, step-brother, spouse, child, step-child, grandchild, grandparent or any person who has acted as the parent of the employee.. The administration reserves the right to require documentation. Absence necessitated by death other than the "immediate family" may be given the same consideration by the Superintendent or designee.

### 18.2 Jury Duty.

An employee who is required to serve on a jury will be excused from duties upon presentation of court notices and shall receive regular salary while actually performing jury service during periods when the employee would otherwise be performing duties for the District. To qualify for the leave provided in this section, an employee must promptly report for normal duties whenever released by the court, or a court official, for either all or part of any day, from being present in court.

### 18.3 Subpoenaed Witness Leave.

Employees subpoenaed as witnesses may be excused from their duties upon presentation of court notices for such witness service, and shall receive regular pay, less the service fees received from the court.

This leave is not applicable to employees serving as an expert witness.

18.4 Administrative Leave.

The Superintendent, or Superintendent's designee, may authorize administrative leave with pay to employees who attend meetings, conferences, or to engage in other activities which will mutually benefit the employee and the District.

18.5 Injury Leave.

18.5.1 All School District employees temporarily absent from work and unable to perform their normal duties as a result of an injury arising out of and within the scope and course of their employment by the School District shall be granted Injury Leave of up to forty-five (45) days with full pay. Except as stated below, no part of such Injury Leave will be charged against the employee's earned sick leave, earned vacation leave or other similar benefit. The School District's insurance carrier will pay workers compensation benefits to the School District for the Injury Leave, up to a maximum of forty-five (45) days.

18.5.2 The monies paid under this Injury Leave policy are not applicable if:

- (a) an injury is caused by the willful failure of the employee to use safety devices provided by the School District;
- (b) an injury results from the employee's willful failure to obey any reasonable rule adopted by the School District for the safety of the employee;
- (c) an injury results from the intoxication of the employee.

In the event that any monies paid under this Injury Leave Policy by the School District are in excess of that outlined above, the excess payments will be deducted from the employee's earned sick leave to the extent that the earned sick leave is sufficient to cover the excess Injury Leave paid. If the earned sick leave is insufficient to cover the excess Injury Leave paid, the deficiency will be charged against and deducted from the employee's salary.

18.5.3 If the injury is found to be non-compensable under the Colorado Workmen's Compensation Act, all monies paid by the School District under this Injury Leave Policy will be charged against and deducted from the employee's earned sick leave to the extent that the earned sick leave is sufficient to cover the Injury Leave paid. If the earned sick leave is insufficient to cover the Injury Leave paid, the deficiency will be charged against and deducted from the employee's salary.

**SECTION 19 - Leave Without Pay**

19.1 Leave of Absence.

19.1.1 Employees shall be eligible for leave of absence without pay after ninety (90) days employment with the District, subject to work requirements and at the discretion of the Administration. Employees will not be granted a leave of absence to work at any other employment.

19.1.2 Any request for a leave of absence shall be submitted in writing by the employee to the Executive Director of Human Resources, with a copy to the employee's immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off desired by the employee. Leaves of absence shall not exceed a period of one (1) year.

19.1.3 Authorization for a leave of absence, if granted, shall be furnished in writing to the employee by the Executive Director of Human Resources, with a copy to the employee's immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time desired by the employee. Leaves of absence shall not exceed a period of one (1) year.

19.1.4 Any request for a leave of absence shall be answered promptly. Requests for immediate leaves (for example, family sickness or death) shall be answered before the end of the shift during which the request is submitted. A request for a leave of absence not exceeding one (1) month shall be answered within five (5) working days. A request for a leave of absence exceeding one (1) month shall be answered within twenty (20) working days.

19.1.5 An employee returning from a leave of absence granted under the provisions of this section, shall be restored to the position held at the time the leave of absence was granted, provided the position is open; otherwise, the employee shall return to such other open position, if any, for which qualified.

19.2 Military Leave.

Employees who serve on active duty with the armed forces of the United States shall be entitled to such reinstatement rights and other benefits as may be prescribed by the applicable law at the time such person made application for reemployment.

**SECTION 20 - Wages**

20.1 Employees shall be compensated in accordance with the appropriate wage schedule attached hereto, which shall be considered a part of this Agreement.

20.2 New Positions.

When any position not listed on the wage schedule is established, the Administration may designate a job classification and rate structure for the position. In the event the Union does not agree that the classification and rate are proper, the parties will discuss the matter prior to implementation.

20.3 Current Positions.

When a current position listed on the wage scale is reclassified by the administration and the union does not agree that the classification and rate of pay is appropriate, the parties will discuss the matter prior to implementation.

20.4 Pay Periods.

The wages of employees shall be paid on the eighteenth (18th) day of each month commencing with the February 1989 paycheck. In the event the day is a holiday or non-workday for the Central Administration Payroll Office, the preceding workday shall be the payday.

20.5 An Employee called to work on a regularly scheduled day off shall be paid a minimum of two hours.

**SECTION 21 - Seniority**

21.1 Definition.

Seniority means an employee's length of continuous service within a job classification within the District, since the last date of hire or transfer to a classification. Seniority shall accumulate in the classification in which an employee is assigned, as long as the employee is working in that classification as an employee of the District.

21.2 Seniority Lists.

On or about April 1 and October 1, the Administration shall prepare a list showing continuous service of each employee in each classification. Lists will be developed using hours

worked in the current job classification. Copies of such seniority lists establishing seniority shall be posted in each department where notices and bulletins are customarily posted, and a copy furnished to the Union, or authorized representative.

- 21.3 Breaks in Continuous Service.  
When an employee's employment with the District is terminated, seniority also ceases.

## **SECTION 22 - Vacancies**

### 22.1 Vacancies.

Job openings will be posted by the District Human Resources Office for a period of at least seven (7) days. During this period, employees wishing to apply for the open position or job may do so by submitting an application and any other requested information to the Human Resources Office.

Whenever a vacancy occurs, or a new position is established, written requests will be considered by the Administration, and such vacancy shall be filled by the most qualified applicant.

While retaining the right to fill job vacancies from outside hires, it will be the policy of the District, whenever possible, to promote employees with the longest continuous service to their classification who have applied for the position, qualifications and ability, in the judgment of the Administration, being equal.

An employee who applies, and is granted, a lateral transfer under the terms of this section, shall be ineligible to bid any future job openings for a period of twelve (12) months, commencing with the effective date of transfer.

An employee who has received a formal reprimand or has been formally disciplined during the ninety (90) day period prior to the posting of a vacancy or any employee who has not been in their initial permanent job assignment for six months prior to the

posting of a vacancy will not be eligible for a voluntary transfer.

### 22.2 Proficiency Test.

All applicants may be subject to proficiency tests to determine the level of their skills in the particular job for which the application is being made. Proficiency tests may be in the form of a written test, or actual performance test, which relates to the duties that would be performed by the person who fills the position which is open.

### 22.3 Voluntary Transfers - Seniority.

When an employee bids on a job to transfer to another classification and is placed in the posted position, the employee shall enter the position at the lowest rate within the pay range applicable to the posted position.

The employee shall also immediately relinquish seniority in the previous classification and become the employee with the least seniority in that classification in which the posted, or new, position occurred.

### 22.4 Involuntary Transfer - Seniority.

- (a) If a posted position, or job, does not receive a bid, and it is the Administration's decision to move an employee from another section to fill the open position, the transferred employee shall retain seniority in the previous section for a limit of three (3) months and, if at the end of three (3) months the employee remains in that section, the employee shall become the employee with the least seniority in that section and relinquish seniority in the former section.
- (b) Written notice of the Administration's intent to transfer shall be given to employees at the earliest possible date.
- (c) A transfer shall be made only after a meeting between the employee involved and the

appropriate supervisor, at which time the employee will be notified of the reason for transfer.

- (d) A list of current positions in the employee's job category shall be available to the employee being involuntarily transferred.
- (e) Where there is a choice of positions, the employee may indicate an order of preference.
- (f) Whenever possible, the employee being involuntarily transferred shall have priority over voluntary transfers and new hires.

**SECTION 23 - Leadperson Selection - Custodial and Garage**

Employees who are designated as leadpersons shall be selected by the Administration.

**SECTION 24 - Summer Maintenance Work - For Custodial Employees**

Maintenance work performed during the summer vacation period shall be performed by employees who shall be selected on the basis of seniority, provided that their qualifications and ability to do the work are, in the judgment of the Administration, equal, and taking into account the need for a basic amount of continuity and experience on summer maintenance crews. If a current employee is assigned to a summer maintenance department position which carries a higher rate of pay than the employee's current position, the employee shall be paid an additional fifty cents (\$.50) per hour above his/her regular rate of pay.

**SECTION 25 - Layoff and Recall**

25.1 Layoff.

In the event it becomes necessary to lay off employees in positions funded by the District general fund budget, those employees currently serving in a job title which is subject to a reduction in force shall be laid off in the inverse order of their seniority as

employees of the School District. For the purposes of this section, seniority refers to the employee's most recent period of continuous employment. The parties understand and agree that the term "job title" as used in Section 25 refers to the general titles of the respective salary schedules.

25.2 Recall.

Employees shall be recalled to service from a list created at the time the layoff took place. The recall list and any remaining names will expire one year after its creation.

**SECTION 26 - Resignation From Employment**

- 26.1 Employees voluntarily resigning from employment in the District must submit their resignation two (2) weeks in advance of their resignation date or forfeit all accumulated annual leave.
- 26.2 Employees voluntarily resigning from employment with the District with less than one (1) year's service, will automatically forfeit all accumulated annual leave and shall not receive pay for such leave.

**SECTION 27 - Health Insurance**

- 27.1 The District shall contribute an established monthly amount toward the following insurance programs offered by the District:

Health Insurance  
Dental Insurance  
Vision Insurance

for eligible employees regularly scheduled to work thirty (30) or more hours per week, and half the established amount for those employees regularly scheduled to work twenty to twenty-nine (20-29) hours per week. There is no District contribution for employees working less than twenty (20) hours per week.

A new employee will designate the allocation of the district contribution at the time of employment. A

current employee may do so during the open enrollment period.

- 27.2 A committee to be called the District Employee Insurance Committee shall be formed by the administration to review and recommend employee insurance programs. The committee shall be composed of representatives from each category of District employees. The committee shall convene at least once each year during the period of August 1 - October 31.

### **SECTION 28 - Travel Expense**

Those employees who are required to travel from one work location to another in their own privately owned vehicle or are directed to operate a personal vehicle in the performance of their duties, shall receive mileage expense at the current reimbursement rate paid by the District.

### **SECTION 29 - Tool Replacement**

Employees who are required as part of their assignment to own tools, shall be provided replacement tools of equal quality for any worn out, or broken through normal usage, by the employee while performing his assigned duties. Tools which are required for a given assignment shall be determined by the Administration. Tools and their condition must be entered on inventory prior to being eligible for the replacement program.

### **SECTION 30 - Salary Schedules**

- 30.1 Effective January 1, 1990, the salary schedules for employees covered by this Agreement shall be set forth in Exhibits A and B, attached hereto.

30.2 General Provisions.

The following general provisions are applicable to the salary schedules identified as Exhibit A (Custodial and Garage Employees), and Exhibit B (Clerical). Any provisions applicable only to a specific Exhibit (salary schedule) are included as a part of the appropriate Exhibit.

- (a) Increments - Step increments on each pay schedule will occur July 1 of each year providing:

- (1) The employee has worked the preceding 120 consecutive assigned workdays.

Paid leaves, holidays, and/or vacations are included in the accumulation of one hundred twenty (120) consecutive days. Unauthorized absences and/or leaves, are not included in the accumulation of one hundred twenty (120) consecutive days.

- (2) An additional step is available.

- (b) Experience Credit - New employees may be given credit for prior experience when placed on the salary schedule. The extent and number of years granted shall remain within the sole discretion of the Administration.

### **SECTION 31 - Duration of Agreement**

- 32.1 This Agreement shall be effective according to its terms as of the date first above written, and shall remain in full force and effect until June 30, 2006.

- 32.2 If the Union continues after June 30, 2006, as a negotiating representative of the employees in accordance with procedures to be adopted by the Board, this Agreement, as it may have been amended or modified, shall automatically be extended for such additional periods of time as the Board may prescribe. The Union shall not be subject to annual elections to determine if it is to remain as a representative of the employees, unless the Administration believes that a question exists as to whether a majority of the employees covered under this Agreement, or a majority of any specific classification of employees covered under this Agreement, wish to continue to be represented by the Union. If the Union shall not continue as a negotiating representative for classified employees after June 30, 2006, this Agreement shall

automatically terminate as of that date and all provisions herein contained, are as in the same may hereafter be amended or modified, shall as of that date, be without further notice or effect.

## **ADDENDUM TO CLASSIFIED SALARY SCHEDULE**

**PROBATIONARY PERIOD** – New employees will be on probationary status during the first sixty (60) work days of employment.

**PLACEMENT** – Custodians and Food Service Workers: Newly hired employees will be placed on Step One (1) of the appropriate grade.  
Classified Employees (other than Custodian and Food Service): Employees new to the district will be placed into the appropriate grade for their position based upon their experience and qualifications, as well as School District policies. A maximum of three (3) years experience within the last five (5) will be granted to newly hired employees. Only the Human Resources Department may quote starting salary for outside hires.

**SICK LEAVE** Full time AFSCME employees accumulate sick leave at the rate of 10 hours for each full month of employment. Sick leave for employees who work less than full-time accumulates at a lesser rate based upon the amount of time actually worked. Sick leave starts to accumulate the 1<sup>st</sup> month of employment. AFSCME employees may not use accumulated sick leave until the 61<sup>st</sup> working day.

**PERSONAL LEAVE - AFSCME Employees:** Personal leave is limited to 3 days per fiscal year for 12-month employees, and 6 days per fiscal year for less than 12-month employees. Personal leave may not be used before or after vacation days or holidays. AFSCME employees must submit a leave form to their supervisor for all personal leave. The form must be submitted in advance except in the case of an emergency.

**BENEFITS** – Depending on their position, employees may be eligible for one or all of the following benefits: P.E.R.A., health insurance, dental insurance, life insurance, vision insurance, worker's compensation, and various leaves. Employees will be informed of specific benefits by the Human Resource office when they are employed.

**INCREMENTS** - Step Increments occur on July 1 of each year providing:

1. The employee has worked the preceding 120 consecutive assigned work days. Authorized unpaid leaves are not considered an interruption of employment; however, such leaves are not included in the accumulation of 120 days. Paid leaves, holidays, and/or vacations are included in the accumulation of the 120 consecutive days. Unauthorized absences are considered an interruption of employment.
2. The employee has not reached the top step of the appropriate salary grade.

**WORK SHIFT** – A straight work shift shall mean an employee's assigned hours up to eight (8) consecutive hours of work, exclusive of lunch periods. Split shifts shall mean eight (8) hours of work within a period not to exceed eleven (11) hours of time. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular scheduled starting and quitting time. A regular work shift shall be interpreted as either a straight work shift or split work shift assignment.

1. **FIRST SHIFT** – shall mean any regular work shift scheduled to start anytime from 5:00 a.m. to 12:00 noon and extend for a period of a regular work shift.
2. **SECOND SHIFT** – shall mean any regular work shift scheduled to start anytime from 12:00 noon to 11:30 p.m. and extend for a period of a regular work shift.
3. **THIRD SHIFT** - shall mean any regular work shift scheduled to start anytime from 11:30 p.m. to 5:00 a.m. and extend for a period of a regular work shift.

**SHIFT DIFFERENTIAL** – shall apply for Custodial and Garage employees according to the following schedule:

1<sup>st</sup> shift – regular hourly rate only  
2<sup>nd</sup> shift – 15 cents per hour “premium” for the entire shift  
3<sup>rd</sup> shift – 15 cents per hour “premium” for the entire shift  
Split shift – 30 cents per hour “premium” for the entire  
Trainees, Part-Time Custodians, and Substitute Custodians are not eligible for shift differential pay.

**TEMPORARY EMPLOYEES** – Temporary employees are employees hired for a position which is not considered to be a regular or continuing district position. New hires for temporary positions occurring during the school year will be paid at Step one of the appropriate salary schedule and grade. Temporary employees are eligible for district fringe benefits, in accordance with district policies, regulations, and procedures, providing the position has been established for sixty-six or more consecutive work days during the school year. Temporary summer positions do not qualify for any district fringe benefits.

**SUBSTITUTE EMPLOYEES** – Substitute employees are hired and assigned to a position normally occupied by a regular employee. Substitute employees are paid at Step one of the appropriate pay grade and are not eligible for any district fringe benefits.

IN WITNESS WHEREOF the parties have executed this Agreement as of  
the day and year first above written.

MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51

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Cathie Zarlingo

AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES  
LOCAL 3375, COUNCIL 76, AFL-CIO

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Kathryn J. Jackson  
Union President

## INFORMATION SECTION

This section contains several policies, rules, regulations or procedures that, although not a part of the negotiated agreement, are of importance to the classified staff. This section is not inclusive of all policies, rules, regulations or procedures that are applicable to classified personnel.

From time to time there may be deletions or revisions of existing policies, rules, regulations or procedures or establishment of new ones. Should such changes occur, the new information will be disseminated.

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CUSTODIAN TRAINEE CREW

Selection of Crew.

Selection of candidates will be done through the Human Resources Office. Candidates will be given an initial screening interview to develop a pool of candidates. When vacancies occur, interviews and selection will be done by the custodial supervisors.

Training.

Custodial supervisors will develop a checklist of areas in which training will be given. When an employee has been employed for fifteen (15) working days, the custodial supervisor will provide the employee with a checklist performance evaluation.

During the training period, each employee will be provided with some training provided by experienced custodians. These custodians will be selected by the custodial supervisors with the custodian's and principal's approval. These custodians will provide the custodial supervisor with an evaluation checklist which will help in the overall evaluation of the new hire.

Each employee will receive a minimum of two (2) weeks training. Training will include night and day training and training in elementary and secondary schools.

Principals will be encouraged to select from the Custodial Training Crew but not required.

Salary and Fringe Benefits.

Employees placed on the Custodial Trainee Crew will have no bid rights. They will be eligible for benefits. Custodial Trainee Crew employees will be placed on the Training Crew Salary Schedule.

Utility Crew.

All present employees of the utility crew will remain on the crew until they retire, bid off the crew, or are terminated.

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**DIRECT DEPOSIT**

Any employee may elect to have their monthly payroll check directly deposited to their banking institution. Direct deposit authorization forms may be obtained in the Payroll Office.

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**FLEXIBLE SPENDING PLAN**

The Flexible Spending Plan is an employee benefit program authorized by Section 125 of the Internal Revenue Service Code that offers significant tax savings to employers and employees. The advantage of the Flexible Spending Plan is that it reduces the salary on which you must pay PERA, Federal and State income tax.

The Flexible Spending Plan consists of three separate and distinct plans: A health insurance account and health care and dependent care reimbursement accounts. Any employee eligible for district fringe benefits may participate in this plan. An eligible employee may elect to participate in one, two or all three plans. Information about the Flexible Spending Plan may be obtained by contacting the Payroll Office.

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File: JLF

**REPORTING CHILD ABUSE**

It is the policy of the Board of Education that this school district comply with the Child Protection Act.

To that end, any school official or employee who has reasonable cause to know or suspect that a child has been subjected to abuse or neglect or who has observed the child being subjected to circumstances or conditions which would reasonably result in abuse or neglect, as defined by statute, shall immediately report or cause a report to be made to the appropriate county department of social services or local law enforcement agency. Failure to report promptly may result in civil and/or criminal liability. A person who reports child abuse or neglect in good faith is immune from civil or criminal liability.

Reports of child abuse or neglect, the name and address of the child, family or informant or any other identifying information in the report shall be confidential and shall not be public information.

The Board shall provide periodic inservice programs for all teachers in order to provide them with information about the Child Protection Act, to assist them in recognizing and reporting instances of child abuse and to instruct them on how to assist victims and their families.

School employees and officials shall not contact the child's family or any other persons to determine the cause of the suspected abuse or neglect. It is not the responsibility of the school official or employee to prove that the child has been abused or neglected.

The superintendent shall submit such procedures as are necessary to the Board for approval to accomplish the intent of this policy.

Legal References:

- C.R.S. 19-1-103 (1) (*definition of child abuse or neglect*)
- C.R.S. 19-3-102 & 103 (*definition of neglected or dependent child*)
- C.R.S. 19-3-304 (*persons required to report abuse*)
- C.R.S. 19-3-307 (*reporting procedures*)
- C.R.S. 19-3-309 (*immunity from liability for persons reporting*)
- C.R.S. 22-32-109 (1)(z) (*providing inservice for teachers*)

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## REPORTING CHILD ABUSE

### Definition of abuse or neglect

Child abuse or neglect is defined in law as “an act or omission, which seriously threatens the health or welfare of a child.” Specifically, this refers to:

- a. Evidence of skin bruising, bleeding, malnutrition, failure to thrive, burns, fracture of any bone, subdural hematoma, soft tissue swelling or death and such condition or death which is not justifiably explained or where the history given concerning such condition or death is at variance with the condition or the circumstances indicate that the condition may not be the product of an accidental occurrence.
- b. Any case in which a child is subject to sexual assault or molestation, sexual exploitation or prostitution.
- c. Any case in which a child is in need of services because the child’s parents, legal guardians or custodians fail to take the same actions to provide adequate food, clothing, shelter, medical care or supervision that a prudent parent would take.
- d. Any case in which a child is subjected to emotional abuse which means an identifiable and substantial impairment of the child’s intellectual or psychological functioning or development or a substantial risk or impairment of the child’s intellectual or psychological functioning or development.
- e. Any act or omission described as neglect in state law as follows:
  - i) A parent, guardian or legal custodian has abandoned the child or has subjected him or her to mistreatment or abuse or allowed another to mistreat or abuse the child without taking lawful means to stop such mistreatment or abuse and prevent it from recurring.
  - ii) The child lacks proper parental care through the actions or omissions of the parent, guardian or legal custodian.
  - iii) The child’s environment is injurious to his or her welfare.
  - iv) A parent, guardian or legal custodian fails or refuses to provide the child with proper or necessary subsistence, education, medical care or any other care necessary for his or her health, guidance or well-being.
  - v) The child is homeless, without proper care or not domiciled with his or her parent, guardian or legal

custodian through no fault of such parent, guardian or legal custodian.

- vi) The child has run away from home or is otherwise beyond the control of his or her parent, guardian or legal custodian.
- vii) A parent, guardian or legal custodian has subjected another child or children to an identifiable pattern of habitual abuse and the parent, guardian or legal custodian has been the respondent in another proceeding in which a court has adjudicated another child to be neglected or dependent based upon allegations of sexual or physical abuse or has determined that such parent’s, guardian’s or legal custodian’s abuse or neglect caused the death of another child; and the pattern of habitual abuse and the type of abuse pose a current threat to the child.

### 2. Reporting requirements

Any school employee who has reasonable cause to know or suspect that any child is subjected to abuse or to conditions that might result in abuse or neglect must report such fact to:

Mesa County Department of Social Services-242-1211. Report forms should be sent to:

Attention: Mac Beman  
Mesa County Department of Social Services  
P.O. Box 20,000-5035  
Grand Junction, CO 81502-5035

Where the suspected perpetrator is a school employee, child abuse reports should be made directly to the local law enforcement agency. These telephone numbers and their respective mailing addresses are:

#### AGENCY & TELEPHONE MAILING ADDRESS

Mesa County Sheriff’s Office\*  
Investigations Division  
P.O. Box 20,000-5016  
Grand Junction, CO 81502-5016  
244-3250

Fruita Police Department  
101 West McCune  
Fruita, CO 81521  
858-3008

Grand Junction Police Department  
625 Ute Avenue  
Grand Junction, CO 81501  
242-6707

The employee must follow any oral report with a written report sent to the appropriate agency.

If a child is in immediate danger, the employee should call 911. “Immediate” refers to abuse that occurs in the employee’s presence or has just occurred.

The employee reporting suspected abuse/neglect to social services or law enforcement officials must inform the school principal as soon as possible orally or with a written memo. The ultimate responsibility for seeing that the oral and written reports are made to social services or law enforcement agencies lies with the school official or employee who had the original concern.

### 3. Contents of the report

The following information should be included to the extent possible in the initial report:

- a. Name, age, address, sex and race of the child.
- b. Name and address of the child's parents, guardians and/or persons with whom the student lives.
- c. Name and address of the person, if known, believed responsible for the suspected abuse or neglect.
- d. The nature and extent of the child's injury or condition as well as any evidence of previous instances of known or suspected abuse or neglect of the child or the child's siblings—all with dates as appropriate.
- e. The family composition, if known.
- f. Any action taken by the person making the report.
- g. Any other information that might be helpful in establishing the cause of the injuries or the condition observed.

It is helpful if the person reporting suspected abuse/neglect is prepared to give documentation. Thus, noting details of observations is important. It is permissible for the school official or employee to conduct a preliminary non-investigative inquiry of any injury or injuries under the following circumstances:

- a. School personnel may inquire of the child how an injury occurred. Leading and/or suggestive questions should be avoided. School personnel may not contact the child's family or any other person suspected of causing the injury or abuse to determine the cause of the suspected abuse or neglect.
- b. A school employee's reasonable cause to suspect that the child has been subjected to abuse or neglect may arise from a child's vague or inconsistent response to such an inquiry or from an explanation which does not fit the injury.
- c. All efforts must be made to avoid duplicate or numerous interviews of the victim.

### 4. After filing reports

After the report is made to the agency, district and school staff members will cooperate with social services and law enforcement in the investigation of alleged abuse or neglect. The school will report any further incidents of abuse to the agency's representative.

As the case is being investigated, the school will provide supportive aid and counseling services for the child.

Once a report of child abuse is given to the agency, the responsibility for investigation and follow-up lies with the agency. It is not the responsibility of the school staff to investigate the case. Therefore, the school staff will not engage in the following activities:

- a. Make home visits for investigative purposes.
- b. Take the child for medical treatment. (This does not preclude taking action in an emergency situation.)
- c. Convey messages between the agency and the parents/guardian.

Authorized school and district personnel may make available to agency personnel assigned to investigate instances of child abuse the health or other records of a student for such investigative purposes.

### 5. Guidelines for consideration

- a. If any school employee has questions about reasonable cause of child abuse and the need for making a report, the employee may consult with *[title of appropriate school official]*. If that person is not available, a direct call to the county department of social services about concerns is advisable.

Note that consultation with another school official or employee will not absolve the school official or employee of the responsibility for reporting child abuse.

- b. In an emergency situation requiring retention of the child at the school building due to fear that if released the child's health or welfare might be in danger, it should be observed that only law enforcement officials have the legal authority to hold a child at school. Otherwise a court order must be obtained to legally withhold a child from his or her parent or guardian.
- c. When any school official or employee has a question about the thorough investigation of suspected abuse/neglect following the filing of a report, the employee or official should contact the *[title of appropriate school official]*.
- d. While all school officials and employees are reminded of their legal responsibility to report suspected cases of abuse or neglect, they may be assured that reports will be investigated by trained professionals and that there are more supportive and therapeutic treatment alternatives available for parents/guardians, and/or other persons with whom the student lives than there have been in the past.

- e. The confidential nature of information pertinent to child abuse or neglect cases is a matter to be emphasized both legally and humanely.

C.R.S. 22-32-109.7(1) and (2)  
C.R.S. 22-32-109.8  
C.R.S. 22-32-109.9(1)  
C.R.S. 24-34-402(1)

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File: GDE/GDF

**CLASSIFIED STAFF RECRUITING/HIRING**

When an opening for classified staff personnel occurs, the Executive Director of Human Resources shall attempt to recruit the most capable persons available. The Executive Director of Human Resources shall consider only those candidates who meet the established qualifications and who display the ability to successfully carry out the duties of the position.

The Executive Director of Human Resources shall solicit applications from qualified members of the staff and may solicit applicants from outside the district and local community at his/her discretion.

The Board of Education shall officially act on all appointments of managerial and/or supervisory classified personnel on recommendation of the Executive Director of Human Resources. The Executive Director of Human Resources may make temporary appointments to managerial and/or supervisory classified staff positions pending Board action. The Executive Director of Human Resources may hire non-managerial and/or non-supervisory personnel in accordance with this policy.

Prior to hiring or recommending any person for a classified staff position, the Human Resources office shall, in accordance with state law, conduct or cause to be conducted background checks with the Colorado Department of Education and previous employers regarding the applicant's fitness for employment.

All applicants recommended for appointment, temporarily appointed or hired for a position in the district shall submit a set of fingerprints and a notarized form with information about felony or misdemeanor convictions as required by law. (This requirement shall not apply to any student currently enrolled in the district applying for a job.) Applicants may be conditionally employed prior to receiving the fingerprint results.

The fingerprint requirement shall be waived for all persons who have submitted a set of fingerprints to another Colorado district within the last two years and who have given written consent for their transfer to the district.

Adopted January 9, 1973  
Edit format & department January 19, 1994  
Revised January 16, 1996

CROSS REFERENCES:  
GDQD, Discipline of Classified Personnel

LEGAL REFERENCES:  
C.R.S. 22-32-109(1)(f)

CONTRACT REFERENCE:

AFSCME Agreement, Section 22--Vacancies, Subsection 22.2--Vacancies/Promotion--Custodial, Garage and Warehouse; Section 23--Leadman Selection--Custodial, Garage and Warehouse; Section 24--Summer Maintenance Work for Custodial Employees

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File: GDQD

**DISCIPLINE OF SUPPORT PERSONNEL**

The Board delegates to the Executive Director of Human Resources ("Director of Human Resources") or designee the authority to discipline non-supervisory and non-managerial classified employees ("classified employees").

The Director of Human Resources or, in the absence of the Director of Human Resources, the superintendent or his designee, is authorized to suspend a classified employee with pay until the Director of Human Resources determines, after the classified employee is given an opportunity for an informal hearing, that just cause for discipline exists. After such hearing, and subject to the appeal procedure set forth below, the Director of Human Resources shall determine whether discipline is appropriate, which may include, without limitation, suspension without pay for a period not to exceed ten (10) days, or dismissal. Written notice of such discipline stating the reason(s) for any disciplinary action taken will be given to the classified employee.

The term "just cause" shall include incompetency, inefficiency, dishonesty, drunkenness, drug abuse, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of Board policies or administrative regulations, conduct or condition presenting a threat to the health or safety of students or fellow employees, or any other failure of good behavior or other act of misfeasance, malfeasance, or nonfeasance in performing the duties of employment. As to any employment position that requires possession of a valid driver's license, "just cause" shall include being uninsurable under the district's motor vehicle general liability insurance policy.

A classified employee may file a written request for a hearing within three (3) working days after receipt of Notice of Disciplinary Action from the Director of Human Resources. Such request shall be filed with the office of the superintendent. The procedures for the hearing shall be as follows:

1. The superintendent or his designee will set a hearing not less than five (5) days nor more than fifteen (15) days from the filing of the written request. Written notice of the date, time and place of the hearing will be given to the classified employee requesting such hearing.

2. The hearing before the superintendent or his designee will be conducted informally. The classified employee may be accompanied by an attorney or by a representative of his or her choice, and may call witnesses to present evidence in behalf of the classified employee. The technical rules of procedure and evidence governing judicial proceeding shall not apply to the hearing, but it shall be conducted so that both contentions and responses are amply and fairly presented. To this end the superintendent or his designee shall permit either party to call and examine witnesses, cross-examine witnesses and introduce exhibits. In ruling on the admissibility of evidence, the superintendent or his designee shall require substantiation of statements or records tendered, the accuracy or truth of which is in reasonable doubt. The proceedings shall be electronically recorded so that the testimony, arguments, objections and ruling may be preserved. A transcript of the proceedings shall not be required.
3. Within five (5) working days after the hearing, the superintendent or his designee will issue a written decision either affirming or reversing the decision of the Director of Human Resources that just cause for discipline exists. If the decision that just cause for discipline exists is reversed, the classified employee will be returned to duty with full back pay and benefits. The superintendent or his designee may, in his discretion, review and, upon such review alter or revise the disciplinary action taken. In such event the superintendent or his designee shall make such additional orders relating to salary, schedules and seniority as may be appropriate. The decision of the superintendent or his designee shall be final.

If any employee of the school district is dismissed as a result of an allegation of unlawful behavior involving a child, including unlawful sexual behavior, which is supported by credible evidence, the Human Resources department shall immediately notify the Department of Education and provide any information requested by the Department concerning the circumstances of the dismissal.

Adopted November 17, 1987  
Edit format & department January 19, 1994  
Revised April 16, 1991

**CROSS REFERENCES:**

GDE/GDF, Classified Staff Recruiting/Hiring  
GBKA\*, Guidelines For Informal Hearings

**LEGAL REFERENCES:**

C.R.S. 22-32-110(1)(h)  
C.R.S. 22-32-126(3)  
C.R.S. 22-32-109.7(1) and (2)

**CONTRACT REFERENCE:**

AFSCME Agreement, Section 6.6--Discipline or Discharge

Grade	Position Title	Type	Steps											
			1	2	3	4	5	6	7	8	9	10	11	12**
2	*Custodian Trainee	A	\$8.23	\$8.46	\$8.69	\$8.93	\$9.18	\$9.44	\$9.70	\$9.97	\$10.25	\$10.54	\$10.83	\$11.13
	*Substitute Custodian	A												
3	Clerk III	A	\$8.79	\$9.03	\$9.28	\$9.54	\$9.80	\$10.08	\$10.36	\$10.65	\$10.95	\$11.25	\$11.56	\$11.89
	Driver Education Secretary	A												
4	Custodian - Day/Night P/T	A	\$9.35	\$9.60	\$9.87	\$10.14	\$10.43	\$10.72	\$11.02	\$11.32	\$11.64	\$11.96	\$12.31	\$12.65
	PBX/Receptionist	A												
	Recycle Worker	A												
5	Secretary IV	A	\$9.90	\$10.17	\$10.46	\$10.75	\$11.05	\$11.36	\$11.69	\$12.01	\$12.34	\$12.69	\$13.04	\$13.40
	*Substitute Secretary	A												
6	Elementary Paraprofessional	A	\$10.46	\$10.75	\$11.05	\$11.36	\$11.69	\$12.01	\$12.34	\$12.69	\$13.04	\$13.40	\$13.78	\$14.16
7	Clerk II - Admin., BTK, Emerson, Hawthorne School to Career	A	\$11.01	\$11.32	\$11.63	\$11.95	\$12.30	\$12.64	\$12.99	\$13.35	\$13.72	\$14.11	\$14.50	\$14.90
	Secretary II - Schools	A												
	*Substitute, Auto Maintenance	A												
8	Career Assessment Asst.	A	\$11.57	\$11.89	\$12.22	\$12.56	\$12.92	\$13.28	\$13.65	\$14.02	\$14.42	\$14.82	\$15.24	\$15.66
	Clerk II - SBA, Fiscal Svcs	A												
	Clerk I - Fiscal Svcs, Payroll, Purchasing	A												
	Lead Custodian, M.S.	A												
	Secretary to Bldg Principal - MS/H	A												
	Secretary I - Elementary Schools	A												
9	Secretary II - Admin., BTK, Emerson, Hawthorne	A												
	Clerk I - Pupil Records	A	\$12.13	\$12.47	\$12.81	\$13.18	\$13.54	\$13.92	\$14.30	\$14.71	\$15.12	\$15.54	\$15.97	\$16.42
	Lead Custodian, H.S.	A												
10	Secretary I - Admin., BTK, Emerson, Hawthorne	A												
	Auto Maintenance Helper	A	\$12.69	\$13.04	\$13.41	\$13.79	\$14.17	\$14.56	\$14.97	\$15.39	\$15.81	\$16.26	\$16.72	\$17.18
11	Special Education Data Technician	A												
	Custodial Equipment Repair/Gym Floor Specialist	A	\$13.25	\$13.62	\$14.00	\$14.39	\$14.79	\$15.20	\$15.63	\$16.06	\$16.52	\$16.97	\$17.45	\$17.94
13	Auto Mechanic	A	\$14.37	\$14.77	\$15.18	\$15.61	\$16.04	\$16.49	\$16.95	\$17.42	\$17.91	\$18.41	\$18.92	\$19.45

Position Type: A = AFSCME (American Federation of State and County Municipal Employees)  
Position Type: \* = Substitute  
\* Substitute employees and custodian trainees remain on step 1, regardless of the length of employment  
\*\* For the 2003-04 school year only, employees frozen on step 12 will receive a 1% increase in their hourly rate