

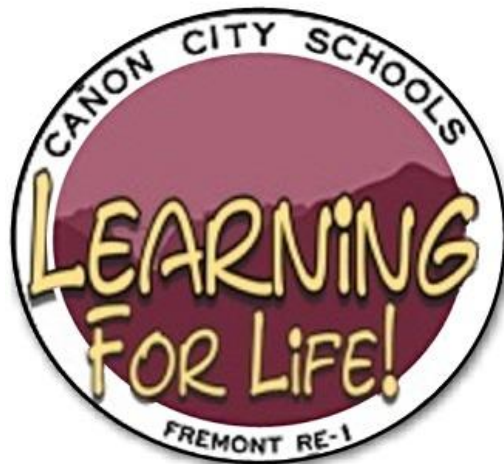
Master Agreement

Between

Cañon City School District

And

**Cañon City Educational Support
Professionals Association**



Effective July 1, 2019

PROFESSIONAL NEGOTIATIONS AGREEMENT
between
CANON CITY SCHOOL DISTRICT
and the
CANON CITY EDUCATIONAL SUPPORT PROFESSIONALS ASSOCIATION

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ARTICLE 1- Recognition

- 1-1 The Board recognizes the Association as the exclusive and sole negotiating agent for all classified employees as defined in this Agreement.
- 1-2 The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board through the negotiating agent or agents officially designated by the Board to act on its behalf.
- 1-3 Upon receipt of a petition requesting withdrawal of recognition, properly signed by at least thirty percent of the classified employees which may be submitted at a Board meeting nearest December 15 of any given year, the Board will call a secret ballot election within thirty days to determine whether recognition shall be withdrawn. Election rules will be determined jointly by the Board and the Association. If a majority of classified employees favor withdrawal of recognition, a second secret ballot election will be held within ten days to determine which organization, if any, will be recognized. Any organization meeting the above requirements and submitting to the Board a sworn statement or verified membership list showing it has as members at least twenty-five percent of all classified employees will be included on the ballot. The organization receiving a simple majority vote from all classified employees will be recognized.
- 1-4 The Board agrees not to negotiate with any classified employees' organization other than the Association for the duration of this Agreement.

ARTICLE 2 - Definitions

- 2-1 The term "classified employee" as used in this Agreement shall refer to any employee whose salary is determined by the classified employee's salary schedule in effect during this agreement, except students, and substitutes.
- 2-2 The term "Board" as used in this Agreement shall mean the Board of Education of Cañon City School District in the County of Fremont and State of Colorado. *(Revised 2019)*
- 2-3 The term "Association" as used in this Agreement shall mean the Cañon City Educational Support Professionals Association.
- 2-4 The terms "Board" and "Association" as used in this Agreement shall include authorized officers, representatives, and agents.
- 2-5 The term "Parties" as used in this Agreement shall mean the "Board" and the "Association."
- 2-6 The term "District" as used in this Agreement shall mean Cañon City School District in the County of Fremont and State of Colorado. *(Revised 2019)*
- 2-7 The "Superintendent" shall mean the Superintendent of Cañon City School District. *(New 2012-2013, Revised 2019)*
- 2-8 The term day as used in this agreement means that period of time when a classified employee is required to perform their duties and/or to be present at a given location. *(Renumbered 2012-2013)*

ARTICLE 3 - General Provisions

- 3-1 The Board agrees that every classified employee of the District shall have the right to freely organize, join, and support the Association. As a duly elected body exercising governmental power under the laws of the State of Colorado, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any classified employee in the enjoyment of any rights conferred by the laws or Constitution of Colorado and the United States; and that it will not discriminate against any classified employee with respect to hours, wages, or any terms or conditions of employment.
- 3-2 The Association agrees that every classified employee of the District shall have the right to freely join the Association. The Association agrees that no member or agent will undertake or participate individually or collectively in any act that may intimidate or coerce any employee into joining the Association.

- 3-3 The Association shall admit persons to membership without discrimination on the basis of race, color, sex, religion, national origin, ancestry, creed, age, marital status, sexual orientation, genetic information, disability or need for special education services in admissions, access to, treatment, or employment in educational programs or activities which it operates, so long as a classified employee shall meet the qualifications for membership as set forth in the Association's Bylaws. The Association shall represent equally all classified employees without regard as to membership or non-membership in any classified employee organization, recognizing membership in the Association is voluntary. *(Revised 2019)*
- 3-4 The Association shall be furnished, on reasonable request, all prepared information concerning the financial condition of the District including the annual financial statement and adopted budget. In addition, the Board and the administration will grant reasonable requests for any other available and pertinent information.
- 3-5 The Association recognizes that the Board has the duty, responsibility, and authority to manage and direct, on behalf of the public, all the operations and activities of the District to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of the laws of the State of Colorado.
- 3-6 The Board and the Association recognize that the Board has certain powers, discretions, and duties under the Constitution and laws of the State of Colorado as to which final action may not be delegated, limited or abrogated by agreement with any party. Accordingly, if any provisions of this Agreement or any application of this Agreement to any classified employee covered hereby shall be contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or application of this Agreement shall continue in full force and effect.
- 3-7 In the event of any direct conflict between the express provisions of this Agreement and any Board or Association policy or procedure, the provisions of this Agreement shall control.
- 3-8 No change, rescission, alteration, or modification of this Agreement, in whole or in part, shall be valid unless the same is ratified by both the Board and the Association and endorsed in writing hereon.
- 3-9 The Association shall have the privilege of using school facilities without cost where no additional costs are incurred by the District. If additional costs are incurred by the District, such cost will be borne by the Association. The principal of a building where an Association meeting is scheduled will be consulted in advance of the time and place for the meeting. The Association may request building use where no conflict exists with the normal conduct of school activities, and no other group has scheduled a meeting. Where the Association meeting includes more classified employees than from a single building, the agreement for use of a school building shall be made at least 48 hours in advance through the business office of the District. All requests for building use shall be made a reasonable time before the date of such meeting. If the need for the meeting could not have been reasonably foreseen 48 hours prior to its requested scheduled time, the business office shall not unreasonably withhold permission for use.
- 3-10 The Association shall have the privilege of placing notices, circulars, and other materials relevant to the Association's business on designated bulletin boards and in classified employees' mailboxes. The Association shall provide copies of all such materials to the site supervisor, or designee, prior to posting or distribution. Notwithstanding the above, materials of a political nature which endorse or oppose a political candidate for public office may not be distributed in classified employees' mailboxes or posted on bulletin boards in the school. The Association shall have use of the District's regularly scheduled pick-up and delivery service.
- 3-11 The parties recognize that all school district employees are professionals and that working conduct should remain on a professional level.
- 3-12 The District will ensure that one set of all current District policies is maintained on the school district website, and is available to all employees. *(Revised 2019)*
- 3-13 In an effort to advise each employee of their rights within the Master Agreement, two (2) paid 30 minute meetings will take place each school year. One of those meetings would take place during New Classified Employee Orientation and the second meeting would occur at each building. These meetings may be conducted by Association representatives, administration, or both. *(Added June 2013)*

- 3-14 The Association will annually appoint two (2) representatives to serve on the District's Insurance renewal committee for the purpose of collaborating with administration on renewal decisions from a Classified employee standpoint. *(New 2019)*

ARTICLE 4 - Bargaining

- 4-1 The parties will meet annually to identify issues of concern.
- 4-2 Discussion of issues shall begin no later than the end of March and will be completed prior to the end of the current school year unless mutually agreed upon by both parties. *(Revised and Renumbered 2019)*
- 4-2-1 In odd number years the Bargaining Circle will meet to resolve issues of general concern which potentially may result in changes to contract language as well as salary and benefit issues. Upon mutual agreement 4+4 will be used prior to convening the Bargaining Circle. It's purpose shall be to screen potential issues for bargaining. The 4+4 group will be made up of two (2) administrators, two (2) Board members and four (4) classified employees. *(2007; Renumbered 2019)*
- 4-2-2 In even numbered years, a small Bargaining Circle group will meet to resolve salary and benefit issues. Carry over items will be included. The small Bargaining Circle will be a 4+4 group made up of two (2) administrators, two (2) Board members and four (4) classified employees. *(2007; Renumbered 2019)*
- 4-3 Any information given to the news media or public concerning the issues under consideration will be approved by the issues resolution group. *(Renumbered 2019)*
- 4-4 Tentative agreements will be jointly presented to the classified employees. *(Renumbered 2019)*
- 4-5 When both Parties approve the tentative agreements the proposal shall be considered ratified. *(Renumbered 2019)*
- 4-6 The District will assure that a copy of the Master Agreement is maintained on the District's website. *(Renumbered 2019)*
- 4-7 Memorandum of Understanding – Recognizing that issues may arise that are not covered by the CCESPA Master Agreement, and said issues may arise at a time that does not allow them to be addressed first through the normal bargaining process, a memorandum of understanding (MOU) provides a vehicle for the Association and the District to formally agree upon such issues. Memorandum of Understanding should meet the criteria below:
- 4-7-1 The language should indicate an effective date and an expiration date.
- 4-7-2 The MOU should be reviewed at the next 4x4 bargaining meeting to discuss it's status (maintain, delete, revise)
- 4-7-3 The MOU shall be included with the electronic version of the Master Agreement and added to the printed version at the next regular printing.
- 4-7-4 Association representatives are responsible for posting new MOU's at each work site.

(Revised and Renumbered 2019)

ARTICLE 5 - Dues Deduction

- 5-1 Subject to the provisions of this Article, the Board agrees to deduct from the salary of members of the Association an amount of money sufficient to pay those members' dues to the Association, the Pikes Peak Education Association, the Colorado Education Association, and the National Education Association, as certified by the Association, where such deductions have been authorized in writing by such individual members. The Board further agrees to transmit all such monies so deducted to the Association on a regular monthly basis.
- 5-2 Deductions referred to above will be made in equal installments each month for which the payroll authorization is effective, that is, September 1 through the following August 31. The District will not be required to honor for any month's deduction any authorizations that are delivered to it later than the 15th day of the month prior to the distribution of the payroll from which the deduction is to be made.

5-3 Any member may revoke his or her dues deduction authorization at any time between September 1 and September 15 of any year. Any member may revoke his or her dues deduction authorization at any other time if such revocation is endorsed by the Association. Such revocation shall be sent to the Board through the Association. If either the employee or the District terminates employment, dues deduction shall cease following the payment of the final paycheck, and the Association shall be notified.

ARTICLE 6 – Maintenance of Standards

6-1 The Parties agree that all conditions of employment and general working conditions not covered by this Agreement but are addressed in the classified handbook, or standard operating procedures shall be maintained at the highest existing standards in effect in the district at the time this Agreement is signed. The parties further agree that as issues arise that would be covered by this provision, they will negotiate the resolution and issue any changes in the form of a memorandum of understanding. (revised 2004-05)

ARTICLE 7 – Leaves, Vacation and Rest Periods

7-1 Vacation Leave

This leave is to be used for vacations and for any time off taken to attend to business or personal affairs which is not covered by another type of leave. An employee must qualify under Board Policy GDD. (Revised 2019)

7-1-1 Vacation leave is earned during the month worked and accrued to the employee's account on the first day of the following month, upon reporting for full-time duty. The employee must work and/or be on paid leave sixteen (16) working days of the month to earn vacation leave. The scheduled Thanksgiving, and Christmas holidays shall be considered as part of the sixteen day calculation.

7-1-2 A vacation day is equal to the number of hours in an employee's regular work day. Vacation leave is earned as follows:

1)	Year 1-5	.84	days/month; 10 days/year
2)	Year 6	.92	days/month; 11 days/year
3)	Year 7	1.00	days/month; 12 days/year
4)	Year 8	1.09	days/month; 13 days/year
5)	Year 9	1.17	days/month; 14 days/year
6)	Year 10-15	1.25	days/month; 15 days/year
7)	Year 16	1.34	days/month; 16 days/year
8)	Year 17	1.42	days/month; 17 days/year
9)	Year 18	1.50	days/month; 18 days/year
10)	Year 19	1.59	days/month; 19 days/year
11)	Year 20 & over	1.67	days/month; 20 days/year

7-1-3 Vacation leave cannot be taken in excess of time accumulated.

7-1-4 Vacation leave must be requested and approved by the department head and the appropriate Central Office Administrator on a Personnel Activity Form. Request for leave cannot be scheduled more than six (6) months in advance. Personnel Activity Forms may be obtained from the office at each building site or the Administration Office. Employee's preference will be given consideration whenever possible.

7-1-5 Vacation leave may be taken in no less than 30 minute increments. (Revised 2019)

7-1-6 When approved by the department head and the appropriate Central Office Administrator, vacation leave may be used for emergency situations at no loss in pay. Vacation leave can be charged when an employee has no sick leave accrued to cover an illness certified by a physician.

- 7-1-7 Any leave taken without prior approval will be deemed absence without approved leave and the employee will be docked for such absences. Reporting late to work may be charged to leave without pay if no valid reason exists.
- 7-1-8 Vacation leave may be accumulated in the following manner:
 - 7-1-8-1 An employee may hold in accrual twice as many vacation days (hours) as are earned and accrued in one (1) year plus five (5) additional days.
 - 7-1-8-2 Accumulated vacation leave in excess of maximum is forfeited if not used or sold prior to June 30th of each year.
 - 7-1-8-3 An employee may sell vacation leave in excess of the individual's 20 day yearly vacation leave accrual. Employees will forfeit any vacation time that exceeds the forty-five (45) day maximum at the end of each fiscal year (File GDD). *(Revised 2019)*
 - 7-1-8-4 An employee must give a minimum thirty (30) days notice to Payroll prior to the sale of excess vacation leave.
- 7-1-9 If an employee has completed six (6) months of service, upon termination from service, for any reason, all accrued vacation leave not in excess of maximum accrual will be paid at the current hourly rate. *(Revised 2019)*

- 7-2 Sick Leave

A sick day is equal to the number of hours in an employee's regular work day.

 - 7-2-1 All classified employees who qualify under Board Policy GDA and GDBD shall be allowed one and a quarter (1¼) days sick leave per month. Hours of sick leave will be allowed to accumulate without limit. *(Revised 2019)*
 - 7-2-2 Sick leave is not available before the completion of one (1) month of employment, and cannot be used in excess of sick leave accrued.
 - 7-2-3 Sick leave shall be granted to an employee for illness or injury not covered by injury leave, for all medical and dental appointments, and for treatment of illnesses including alcoholism and drug addiction.
 - 7-2-4 Sick leave may be used for the illness of spouse, child, mother, father, sister, brother, grandparents, grandchildren, in-laws in the same degree of relationship, a resident of the employee's household or that resident's family, or dependents who live in the household.
 - 7-2-5 Sick leave may be taken in no less than 30 minute increments. *(Revised 2019)*
 - 7-2-6 The district will provide monthly accounting of remaining sick leave days to each classified employee, to be included with his or her paystub. *(Revised 2019)*
 - 7-2-7 Sick leave taken for treatment, surgery, medical/dental appointments and planned hospitalizations require approval on a Personnel Activity Form prior to absence from duty. This does not apply to sudden illness or accident.
 - 7-2-8 Accrued sick leave is forfeited upon termination other than retirement. Upon retiring, per PERA regulation, a classified employee will be reimbursed for 25% of daily salary at the final daily rate for each day of unused sick leave up to 140 days.
 - 7-2-9 In case of illness, employees must call in to their supervisor or designee as early as possible every day of absence. Appointments with doctors, dentists, eye examinations, etc., should be planned well in advance to facilitate scheduling, and should be made for days off whenever possible
 - 7-2-10 An employee who fails to report for work three consecutive days and fails to call the supervisor, the employee will be considered to have resigned through job abandonment. The employee may also apply to the Classified Sick Leave Bank for additional days.

- 7-3 Sick Leave Without Pay:

When an employee has exhausted all accrued sick leave, then vacation leave (if applicable), and is unable to return to work because of medical treatment, pregnancy, illness, or injury, the School District may either terminate the employee, request resignation of the employee, or grant the employee leave of absence without

pay for a period of time if a request is made within the Family Medical Leave Act (FMLA) guidelines. *(Revised 2019)*

7-3-1 The District, at its discretion, may periodically require an employee on sick leave without pay to provide a certificate from a physician verifying the continued medical treatment, pregnancy, illness, or injury. If the requested certificate is not furnished, the appointing authority may terminate sick leave without pay and direct the employee to return to work by a specific date or be terminated.

7-3-2 The School District may require proof of medical treatment, pregnancy, illness, or injury by a doctor's statement at any time.

7-3-3 Sick leave is earned during the month worked and accrued to the employee's account on the first day of the following month upon reporting for full-time duty. The employee must work and/or be on paid leave sixteen (16) working days of the month to earn sick leave.

7-3-4 If the Sick Leave Bank balance is below 100 days as of January 1st, in February of each calendar year, each classified staff member employed on or before October 1, who is eligible for sick leave benefits shall contribute to the Classified Sick Leave Bank one of the sick leave days granted to the classified employee by the district. The Classified Sick Leave Bank committee reserves the right to limit the total number of days in the bank so that mandatory yearly contributions may not be required except that any employee who did not previously contribute to the Sick Leave Bank shall be required to contribute one day as provided above. *(Revised May 2015)*

7-3-5 Classified employees may voluntarily contribute up to twenty (20) additional sick leave days per year to the Sick Leave Bank, provided they maintain at least 40 days in their individual total days. Additionally, when a classified employee retires or dies while still in service, up to 10 of the sick leave days held by that individual beyond the 140 days the employee will be reimbursed for (25% of daily rate) will be donated to the Sick Leave Bank. *(new June 2009, Revised May 2015)*

7-3-6 In the event that a classified employee has exhausted his/her accumulated sick leave, and is otherwise eligible for use of sick leave, he/she may request that sick leave days be granted from the bank. Upon approval by the Association, the Association shall notify the District of the number of approved days and those days shall be credited to the employee. Any days remaining in the bank at the end of the school year shall accumulate from year to year.

7-3-7 The decisions of the committee with respect to the eligibility for sick leave days from the bank shall be final and shall not be subject to review through the grievance procedure.

7-4 Bereavement Leave

7-4-1 A maximum of five (5) days in any one (1) calendar year shall be granted in the event of death of spouse, child, mother, father, sister, brother, grandparents, grandchildren, in-laws in the same degree of relationship, or dependents who live in the household.

7-4-2 One of the above five (5) days may be used for death of close friends or relatives not listed above with the prior approval of the appropriate Central Office Administrator.

7-4-3 Request for bereavement leave must be in writing, on a Personnel Activity Form and should specify: Relationship of the deceased and number of days requested. An exception to the above must be cleared through the department supervisor and the appropriate Central Office Administrator.

7-4-4 An additional three (3) days may be granted under extenuating circumstances in the case of approved bereavement leave.

7-4-5 Bereavement leave is not accumulative.

7-4-6 Employees must qualify under Board Policy GDA and GDBD. *(Revised 2019)*

7-5 Annual Leave

7-5-1 Classified employees in years 1-4 of service shall be granted one (1) annual leave day at the beginning of each fiscal year; For 5-9 years of service shall be granted two (2) annual leave days at the beginning of each fiscal year; for 10-19 years of service shall be granted three (3) days per year; for 20-29 years of service shall be granted four (4) days per year, thus adding an additional day per year for every ten (10) years of service. *(Revised May 23, 2017)*

When requested by the employee, an additional annual leave day may be used by trading in two (2) sick days. When requested by the employee, a second additional annual leave day may be used by trading in an additional two (2) sick days. *(Revised July 1, 2013)*

- 7-5-2 Except in emergencies, a classified employee intending to take annual leave shall give written notification to the employee's supervisor as soon as possible, but in any case, at least 24 hours prior to the day on which such leave is to be used. In emergencies, a classified employee intending to take annual leave shall give verbal notification to the employee's supervisor as soon as possible.
- 7-5-3 Annual leave shall not be used for collective or concerted activities by classified employees.
- 7-5-4 At the end of each fiscal year, any unused annual leave days can only be added to the classified employee's accumulated days of sick leave. *(new June 2009)*
- 7-5-5 Except in emergency situations or extenuating circumstances, annual leave may not be used to extend a vacation break of two or more days or during the first or last five student contact days. (This restriction does not apply to 12-month, year-round employees.) An extenuating circumstance is defined as a situation that cannot be taken care of at any other time. This may include but is not limited to family weddings, graduations, births, children's school events, and medical procedures. Extenuating circumstance approval (other than illness) must flow through the Principal to the Director of Human Resources for approval. Any request denied by the Director of Human Resources may be appealed to the Superintendent. *(new June 2009; Revised May 2015)*
- 7-5-6 Except in emergency situations or extenuating circumstances, all classified employees assigned to a school that is conducting state and federal standardized testing (including 12-month and year-round employees) may not use annual leave during their school's regular state and federal standardized testing window. This only applies in individual buildings during their scheduled testing times. Harrison K-8 should be considered as two separate schools – elementary/middle – for testing. *(new July 2011; Revised May 2015)*
- 7-5-7 For the purpose of this policy, conversions from sick leave to annual leave and vice versa shall be one for one in increments of 1/4 hour.
- 7-5-8 Employees must qualify under Board Policy GDA and GDBD. *(Revised 2019)*

- 7-6 Professional Leave
 - 7-6-1 The appropriate Central Office Administrator may grant leaves, without loss of pay, for employees to attend conferences, workshops, and conventions related to the employee's work for a period not to exceed five (5) days during each school year.

- 7-7 Court and Jury Leave
 - 7-7-1 Employees of the school district shall be excused for jury duty with no jeopardy to their employment or compensation.
 - 7-7-2 Compensation, other than travel, received by an employee shall be endorsed to the school district since the employee will not have been penalized for his/her absence.
 - 7-7-3 Employees must report to their supervisors for duty if their jury and/or court appearance terminates during their regular working hours.
 - 7-7-4 Court leave will only be granted if the employee is under subpoena as a witness.
 - 7-7-5 Employees must qualify under Board Policy GDA and GDBD. *(Revised 2019)*

- 7-8 Leaves of Absence
 - 7-8-1 A leave of absence without pay may be granted by the Board of Education.
 - 7-8-2 An employee who has been granted a leave of absence will be given first preference to return for employment if there is a vacancy in the area of his qualification. Re-employment will not be granted if there is no vacancy in the area of the employee's qualifications.

- 7-8-3 Parental leave will be consistent with the provisions of the Family Medical Leave Act (FMLA) for eligible employees.
- 7-8-4 Other leaves of absence will be granted in compliance with the FMLA for eligible employees.
- 7-9 Military Leave:
- 7-9-1 Classified employees who belong to active reserve units will be granted temporary leave without pay to participate in military service for a period not to exceed 90 days.
- 7-9-2 When the classified employee has any choice as to the time of service, he/she will request a time that will be favorable to the needs of the district.
- 7-9-3 Employees must qualify under Board Policy GDA and GDBD. *(Revised 2019)*
- 7-10 Association Leave
- 7-10-1 A total of twenty-five (25) school days will be allowed in each year beginning July 1 through June 30 for members of the Association to take care of Association business in the official capacities recommended by the Executive Council of the Association. An additional ten (10) days can be allowed for the reimbursement of substitute costs, if needed and with the approval of the Superintendent. *(revised 2006-2007)*
- 7-10-2 When local Association members are involved in Association business at the State or National level, the District will be reimbursed at the current cost of a substitute. Such days will not be counted against local days as in Article 7-10-1. *(new 2007)*
- 7-11 Holidays (paid to classified employees who work 12 months, year round):
- 7-11-1 The following eleven days will be recognized as holidays by the school district.
- 1) New Year's Day
 - 2) Martin Luther King, Jr. Day (effective January 2020)
 - 3) President's Day
 - 4) Memorial Day
 - 5) Fourth of July
 - 6) Labor Day
 - 7) Veteran's Day (effective November 2020)
 - 8) Thanksgiving Day (Two Days – Thursday and Friday)
 - 9) Christmas Eve and Christmas Day (Two Days)
- Typically, if the holiday falls on Saturday, it will be recognized on Friday; if the holiday falls on Sunday, it will be recognized on Monday.*
- (Revised 2019)*
- 7-11-2 The employee must work and/or be on paid leave sixteen (16) working days of the month to receive the holiday benefits. The scheduled Thanksgiving and Christmas breaks shall be considered as part of the sixteen day calculation.
- 7-11-3 Employees will be paid at the rate of 1 ½ times their hourly rate when they are required to work on a recognized or observed school holiday.
- 7-12 Rest Periods
- Each classified employee who works a minimum of three (3) consecutive hours shall be entitled to a compensated minimum ten (10) minute, not to exceed fifteen (15) minute, duty free rest period.

- Each rest period shall be established by the department supervisor/building administrator as close as possible to the middle of the work period.
- Exceptions to the established guidelines shall be pre-approved by the supervisor.
- In extenuating or emergency circumstances, rest periods may not be possible.

ARTICLE 8 – ISSUES RESOLUTION

8-1 - Grievance Procedure

A grievance shall mean a complaint by an employee that there has been an alleged violation, misinterpretation or inequitable application of any of the provisions of the Board of Education policies, CCESPA Master Agreement or written personnel practices and procedures hereinafter called violation.

There shall be no reprisals, harassment, intimidation, or additional duties imposed on a grievant or his/her representative by reason of such person having filed a grievance. Neither shall there be any reprisals, harassment or intimidation of any supervisor, administrator or the Board of Education by reason of such person having submitted a grievance decision.

All grievances must be filed on forms approved by the Board of Education. The employee has the right to withdraw or continue the complaint at any time.

No grievance shall be recognized by the Board of Education unless it shall have been presented on the approved grievance forms to the employee's immediate supervisor within ten (10) working days after the grievant knew, or should have known, of the act or condition on which the grievance is based; if not so presented, the complaint will be considered as waived. The complaint must identify the violation and relief requested on the proper form.

(Revised 2017, 2019)

8-1-1 Level One

In the interest of fairness and the desire to settle issues at the most immediate level, the grievant will meet with his/her building administrator or department supervisor for the purpose of presenting and discussing the alleged violation. The supervisor will schedule a meeting within five (5) working days.

The grievant may be accompanied by a member of the Association. This option is available at any level.

Within five (5) days following the meeting, the building administrator or department supervisor will communicate a written decision to the grievant on the approved form.

8-1-2 Conflict Resolution: Intermediate Step

At any step beyond a Level I grievance filing, at the request of the grievant or the immediate supervisor, and with approval of the other party, an attempt at facilitated resolution may take place. Any schedule of contacts and resulting meetings must be mutually agreed upon by both parties, and should go forward in as timely a manner as possible.

A neutral facilitator(s), agreed upon by both parties, will be called in to utilize conflict resolution methods to reach a solution acceptable to both parties. Such solution will be noted on the appropriate grievance form. If such mutual solution cannot be reached, the grievance will proceed to the next level without prejudice.

8-1-3 Level Two

If a satisfactory settlement is not reached in Level One the employee may appeal the decision of Level One to the Superintendent of Schools or designee within five (5) days from receipt of the Level One response. A copy of the Level One grievance and decision shall be forwarded to the Association. The Superintendent or designee will review the complaint and present his/her final determination in writing within ten (10) working days from receipt of the appeal.

8-1-4 Level Three

If a satisfactory settlement is not reached in Level Two, the employee may appeal the decision, in writing, to the Board of Education within five (5) days from the receipt of the Superintendent's

response, or advise the Association of the desire to appeal to arbitration. Within ten (10) days of its receipt of the request for arbitration, the Association may, if it deems advisable, inform the Board in writing of its intent to proceed to arbitration. If the Association determines that it will not recommend proceeding to arbitration, the grievance will be sent to the Board of Education. The grievant will be given the opportunity to present his/her grievance to the Board. The Board of Education will consider the grievance and present its determination in writing within twenty (20) working days. All decisions of the Board of Education shall be considered as final. *(Revised 2019)*

8-1-5 Arbitration

If the Association desires to proceed to arbitration the following procedures will be adhered to:

An arbitrator shall be selected in the following manner

- Within five (5) days of the written notice of the desire to proceed to arbitration the parties shall jointly request the American Arbitration Association to submit simultaneously to each party identical lists of the names of at least five persons skilled in mediating public school issues.
- Each party shall have five (5) days from the date on which such list is received to cross off any names to which it objects, number the remaining names in order of preference, and mail the list to the American Arbitration Association. If a team does not mail the list within the time specified, all names, which appear on the list shall be deemed acceptable.
- From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preferences, the American Arbitration Association shall appoint an arbitrator.
- If the teams fail to agree upon any of the persons named, or if those named decline or are unable to act, or if for any other reason an appointment cannot be made from such lists of names, the American Arbitration Association shall appoint a mediator from its other members without submitting additional lists.

The proceeding

- The arbitrator will have the authority to hold hearings and make procedural rules. The arbitrator will issue a report within a reasonable time after the close of hearings. All hearings held by the arbitrator shall be closed. Prior to and during the arbitration, no news releases shall be made concerning the substance of the arbitration.
- The arbitrator's report shall be simultaneously submitted in writing to the Board and the Association only, and shall set forth the arbitrator's findings of fact, reasoning, conclusions and recommendations concerning the grievance. The arbitrator's recommendations shall be consistent with law and within the terms of this Agreement. The report shall be advisory only and binding neither on the Board nor the Association.
- The arbitrator's function shall be limited, after due investigation, to the interpretation and construction of the specific articles of this Agreement. The arbitrator shall have no authority to add to, detract from, or otherwise modify the terms of this Agreement.
- Within five days after receipt of the report of the arbitrator, representatives of the parties will meet upon the request of either party to discuss the report. No more than five persons representing each party shall attend these meetings. No public news releases may be made concerning the report until after such meeting. The Board shall act on the report of the arbitrator not later than thirty days after the meeting referred to above; or, if no such meeting is requested, then not later than thirty calendar days after receipt of the report of the arbitrator.
- The costs of arbitration and the services of the arbitrator, including per diem expenses if any, and actual and necessary travel and subsistence expenses, shall be shared equally by the parties.
- Either party may request that an audio recording or certified court reporter take and transcribe a stenographic record of the evidence taken at the hearing. If such a record is transcribed, a copy of the recording or transcript shall be provided to the arbitrator. The party requesting a transcript shall pay the cost thereof, except that if the other party shall request a copy of any transcript, that party shall share equally the entire cost of preparing such transcript.

8-1-6 Miscellaneous

- Neither party shall take any reprisal affecting any classified employee, any Association representative or any other participant in the grievance procedure by reason of such participation or lack of participation.

- Any classified employee may be represented at any level of the grievance procedure by a person, or persons, of the classified employee's own choosing, except that the classified employee may not be represented by a representative or an officer of any classified employee organization other than the Association.
- All grievances shall be initiated at Level One except that the following grievances may be initiated at Level Two: when the alleged grievance has occurred to two or more individuals under different supervisors, when the alleged grievance directly affects the Association or results from the act or omission of a District-wide administrator. *(Revised 2019)*
- The Association shall have the right to express a written position on any grievance at Level Two and beyond. The Association will notify the Superintendent or designee within three days of receipt of the grievance that there is a desire to submit a written position concerning the grievance prior to a decision.
- Decisions rendered at Level Two of the grievance procedure will be in writing, setting forth the decision and the reasons therefore and will be transmitted promptly to the grievant and to the Association.
- All written and printed matter dealing with the processing of a grievance will be filed separately from the central office personnel files of the participants.
- To facilitate operation of the grievance procedure, necessary forms for filing, for serving notice, for making appeals, and for other necessary actions will be jointly prepared and distributed by the Superintendent, or the Superintendent's designee, and the Association.
- The Board agrees to make available to the grievant and to his or her designated representative all pertinent information not privileged under law in its possession or control and which is relevant to the issues raised by the grievance.
- When it is necessary at Level Two or Level Three for a representative or representatives designated by the Association to attend a meeting or hearing called by the Superintendent, or the Superintendent's designee, during the day, the Superintendent's office shall notify the principal or manager of the names of such Association representatives, and they shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.
- The grievant shall, on the appropriate form, briefly state the facts giving rise to the grievance; refer to the articles and sub-articles of this Agreement, Board Policy, or written procedures alleged to have been violated; and, specify the relief sought. All articles and sub-articles-of this Agreement or Board policy alleged to have been violated and all evidence in support of such alleged violations shall be introduced at or before Level Two of this grievance procedure.

8-2 Issue resolution relating to individual issues not able to be grieved

The District strives to maintain open communication between staff and supervisors. When an issue/concern arises, the staff should bring the issue/concern to the attention of their supervisor. The supervisor will listen to the issue and seek to understand the staff member's perspective. Following the conversation, the supervisor will make a decision on the staff member's concern.

8-3 Issues resolution related to group-based issues

If issues arise that affect a group or class of workers that are not alleged violations of policy/procedures and are not able to be grieved then the interim issues resolution process will be enacted. *(Revised 2019)*

8-3-1 Interim Issue resolution process:

- The parties agree that problems should be attempted to be resolved as quickly and informally as possible; however, at times issues will arise which remain unresolved. The parties agree to schedule meetings throughout the year for the purpose of addressing unresolved issues. The Association's President or his/her designee, the District Superintendent or his/her designee and the School Board President or his/her designee will make up the Committee.
- The Superintendent, Board President and the Association President will meet at a minimum of two times yearly to discuss issues.
- This committee will meet for the purpose of recommending where and how an issue might be appropriately resolved.

ARTICLE 9 – CLASSIFIED STAFF INVOLVEMENT IN SELECTION OF ADMINISTRATIVE STAFF
(new 2003-2004)

- 9-1 **Managerial Positions**
When an opening for a managerial position is posted, the Superintendent shall notify the respective department(s) that they shall nominate departmental employees to serve on the screening and interview committees. Once the individuals are nominated the association will select no fewer than one (1) for the screening committee and no fewer than two (2) for the interview committee. No individual shall serve on more than one committee. The Association will notify the Director of Human Resources of those appointed. (Revised 2019)
- 9-2 **Building Administrator**
When an opening for a building administrator is posted, the Superintendent shall request that the classified employees from each building affected select representatives to serve on the paper screening and preliminary interview committees. No classified employee shall be able to serve on more than one committee. No fewer than one (1) classified employee from the building will serve on the paper screening committee; no fewer than one (1) classified employee from the building will serve on the preliminary interview committee. Any additional classified participants may be from departments that provide services to that building.
- 9-3 **Central Office Administrator**
When an opening for a central office administrator is posted, the Superintendent shall inform the Association that each job category shall nominate two (2) classified employees to be considered to serve on the screening and interview committees. From those nominees, the Association shall select no fewer than three (3) to serve on the paper screening committee and no fewer than two (2) to serve on the preliminary interview committee. No classified employee shall serve on both committees. The Association will notify the Director of Human Resources of those appointed. (Revised 2019)

ARTICLE 10 – CLASSIFIED DRESS CODE
(new 2003-2004)

Employee dress should be clean and neat in appearance, appropriate for assignment/task, and with consideration for safety. All employees must exercise good judgment in their choice of professional appearance for work and work-related activities by always appearing in a way that is appropriate to the situation, and that will invoke a positive impression from the community, provide appropriate role modeling for students, promote a working and learning environment that is free from unnecessary disruption, and be conducive to high student and staff performance. (Revised 2019)

- 10-1 The building principal or direct supervisor shall have responsibility and authority in the enforcement of this article. An administrator/department supervisor may allow or deviate from this policy for staff to meet the needs of his or her specific department, school or work site for an appropriately specified activity and or limited time.
- 10-1-1 **General Guidelines**
- Shorts, dresses should be hemmed and no shorter than mid-thigh
 - Sleeveless finished shirts and shells are permissible
 - No tank tops/muscle shirts
 - Task appropriate shoes
 - Logos should not be in conflict with the District Mission Statement (i.e., no tobacco, alcohol, sexually suggestive material, drugs, etc.)
 - Statutory and Health Code Regulations supercede District Policy
 - MSDS guidelines should be followed for chemicals
- 10-1-2 **Specific Requirements by Job Category**
- Food Service*
- Follow Health Code Regulations
 - Refer to Nutritional Services General Hygiene and Grooming Standards

Maintenance/Grounds and Custodian

- Long pants shall be worn when using the following:
 - String trimmer
 - Saws
 - Hedge trimmer
 - Jackhammer
 - Welder

Transportation

- Per the CDE School Bus, Multifunction Bus, and Motor Coach Bus Operator Guide: Proper Dress - Clothing contributes both to safety and the school bus driver's professional image. Loose clothing, drawstrings, unsecured long hair, and jewelry may be caught in equipment. Shoes with smooth soles or spiked heels may cause ankle injuries or slipping and falling on uneven or slick surfaces. Clothing and footwear must be appropriate for road and weather conditions. Footwear should be firm and stable, with no open toes or heels, and should fit securely to the foot. Remember, as a professional driver, clothing that is provocative, advertises drugs, tobacco, alcohol, or sex should not be worn.
(Revised 2019)

ARTICLE 11 - CLASSIFIED EMPLOYEE DISCIPLINE /DUE PROCESS

(new 2004-2005)

The following procedures are written to provide a supportive system to assist the District and the classified employee to work toward resolution of disciplinary issues. This process recognizes the collective responsibility of the Association and the Administration to address discipline in a fair and consistent manner that will result in prompt, reasonable, resolution of matters related to discipline. After initiating Article 11 (Classified Employee Discipline/Due Process), the process/procedures of Article 8 (Issue Resolution) may not be substituted for Article 11. *(Added July 2011)*

Disciplinary action may range from informal discussions with the employee up to and including a recommendation for dismissal, depending on the seriousness of the situation. Any action taken by the District in an individual case should not be assumed to establish a precedent in other circumstances.

Disciplinary action will not be used in lieu of an evaluation and a Professional Enhancement Plan or Remediation Plan. In addition, an employee on a Remediation Plan is not exempt from further disciplinary action.

All employees have the right to due process. Either the employee or the District may end the employment relationship at any time, subject to the terms of this article.

11-1 Elements of Progressive Discipline

When a supervisor recommends a disciplinary action based on the employee's quality of work or conduct, the supervisor must follow the procedures of progressive discipline with respect and fairness. The supervisor or administrator may enter the progressive discipline process at any level based upon the appropriateness of the situation. The elements of progressive discipline are as follows.

11-1-1 Oral Warning

An employee who has committed an infraction is verbally warned about the inappropriate behavior or action, is informed of future expectations, and is advised of possible future disciplinary action.

11-1-2 Written Warning

The written warning will identify the specific behavior or action requiring attention of the supervisor and will advise the employee of expected behavior and possible future disciplinary action should the behavior not change.

11-1-3 Administrative Leave

The employee may be placed on administrative leave with pay. A written notice from the Office of Human Resources will be provided outlining the issue(s) resulting in the administrative leave. The written notice will outline the duration of the time away from work and expectations for a return to work conference.

11-1-3-1 There is no maximum number of days for administrative leave with pay.

11-1-3-2 Return to work

The supervising manager or administrator will meet with the employee who is returning to work after an administrative leave and provide a written outline of expectations to ensure high quality performance and to transition the employee back into the work environment.

11-1-4 Suspension

The employee may be suspended without pay. A written notice from the Office of Human Resources will be provided outlining the issue(s) resulting in the suspension. The written notice will outline the duration of the time away from work and expectations for a return to work conference.

11-1-4-1 Duration of suspension

A maximum suspension without pay shall be five (5) days. Suspensions beyond five (5) days will be paid leave for any additional days.

11-1-4-2 Return to work

The supervising manager or administrator will meet with the employee who is returning to work after a suspension and provide a written outline of expectations to ensure high quality performance and to transition the employee back into the work environment.

11-1-4-3 Investigation

The district shall appoint an administrator to investigate the incident/behavior that results in a suspension, to affirm the serious nature of the employee's action(s) and appropriate level of discipline. The investigator will take into consideration any response by the employee. Should the investigator determine the level of discipline to be inappropriate, the employee will be paid for the days suspended. The employee will have access to all documents being used by the District to administer discipline in this case.

11-1-5 Dismissal

The manager or administrator may make a recommendation to the Office of Human Resources for the dismissal of an employee.

11-1-5-1 The employee will be given written notice of the recommendation for dismissal through a conference with the manager or administrator and the Director of Human Resources. The notice shall enumerate the reasons for dismissal and will include information concerning the employee's access to a hearing. The employee will have three (3) days, upon receipt of the notice, to request a hearing. The employee may be suspended without pay, pending the request for a hearing and subsequent decisions or action by the Board of Education or designee to finalize the dismissal.

11-1-6 Hearing

The employee shall be entitled to a hearing, if requested within three (3) working days upon receiving the written notification informing the employee of the recommendation for dismissal. The Superintendent shall preside as the hearing officer. All parties may be present at the hearing. The Superintendent will provide written expectations of the parties prior to the scheduled hearing date. The hearing will consider information from all parties and consider the actions of the supervisor/administrator as to the fairness, consistency, reasonableness of the discipline as it relates to the seriousness of the offense, and the employee's past record. The Superintendent will render a decision whether to sustain, reject or amend the recommendation of the supervisor or administrator. The Superintendent can send the recommendation back to the supervisor with direction to implement disciplinary action other than dismissal, or he/she may dismiss the employee.

11-1-7 Appeal

The employee shall have the right to appeal the decision of the Superintendent to the Board of Education. The appeal may only address the Superintendent's decision. The information provided to the Board of Education must be written and provide information or observations related to fairness and/or consistency in the Superintendent's decision. The Board may enter into Executive Session to seek additional information from the Superintendent or the employee. The Board of

Education may choose to give direction to the Superintendent in matters related to the appeal and the employee.

11-2 Rights

11-2-1 Representation

A classified employee, at his or her option, may have an Association representative present at any conference that involves a reprimand of the classified employee by, or a disagreement with, any member of the District administration. When the classified employee desires that an Association representative be present at such conferences, the classified employee will arrange for the representative's presence within two (2) days. In case of a serious parental complaint about the classified employee, every effort will be made to resolve the complaint with the involvement of the classified employee, parent, and principal, when possible. *(Modified June 2013)*

11-2-2 Personnel Files

Employees shall be provided with a copy of all written warnings, notice of suspension, and written directions and the document shall not be placed in the employee's personnel file until he/she is given the opportunity to read, sign and/or submit a written response to such material.

11-2-2-1 If the employee fails to review and/or sign the material within ten (10) days then the material will be placed in the employee's file without a signature and with an attachment indicating the employee's failure to review.

11-2-3 Responses

The employee can provide a written rebuttal to any document in the personnel file and the disciplinary action, which will be permanently attached to the written document. Rebuttals must be filed within 5 business days of receiving the document. *(Revised 2019)*

ARTICLE 12 – SALARY AND OR FRINGE BENEFITS

12-1 Medical

It is the intent of the District and Association that once a District contribution equal to the premium cost of a single healthcare benefit is achieved, every effort will be made on an annual basis to shop for a competitive health plan and to maintain a level of support at which a District contribution, equal to the cost of a single premium on the base plan, is sustained. For the 2019-20 school year, the District monthly contribution to the plan will be \$473 per plan participant. *(Revised 2019)*

12-2 Dental

The District will contribute \$60.00 per employee in equal monthly installments of \$5.00 to be applied toward payment of the employees premium for the District's group dental insurance program.

12-3 Compensatory (Comp) Time

Compensatory (Comp) time is time worked in excess of an employee's normal work schedule. Managers and Supervisors are directed to minimize the flexing of work schedules outside of what is considered an employee's typical/regular work schedule.

12-3-1 Supervisors are responsible for pre-approval and tracking of Comp Time reported by the employee. Employees are responsible for recording Comp Time on a District approved Comp Time form. Use of Comp Time should be mutually agreed upon between the employee and the supervisor.

12-3-2 Comp Time should be used during the pay cycle earned whenever possible. Comp Time earned must be used within two months or reported to District Payroll Department and paid as earnings in the next regular pay cycle.

12-3-3 Comp Time in lieu of overtime compensation will be earned at a rate of one and one-half hours (1 ½) for each hour worked over forty (40) hours.

12-4 Lateral Salary Movement

12-4-1 Philosophy

The District believes in developing lifelong learners and this process will assist in achieving that goal. The District values and is committed to the growth of classified staff believing that all skill development transitions to better employees. The requirements for movement on the salary schedule should be challenging but achievable to be successful and valuable. *

12-4-2 Framework

All opportunities for professional growth must be documented in hours. An employee must attend or be involved in 60 documented hours of approved growth activities before being eligible for the first lateral move on the salary schedule. An employee must attend 60 documented hours of approved growth activities beyond the original 60 documented hours to be eligible for the second and then also for a third lateral move on the salary schedule (*Revised 2012-2013; 2016-2017; 2019*)

12-5 Hard to Fill Positions

12-5-1 Hard to Fill Positions

In general, a maximum of three (3) years outside service credit may be allowed on the beginning salary to any new employee who has had comparable outside experience. In limited instances, a specific position may have certain required skills and expectations which make that position hard to fill. When that situation occurs, the Human Resources Director may recommend to the Superintendent that credit be given on the existing salary schedule for service and expertise beyond the normal maximum of three (3) years, but will be no more than five (5) years of outside experience unless mutually agreed upon. The Superintendent will discuss the recommendation with Association leadership to seek consensus prior to implementing the recommendation.

Evidence of a position being hard to fill may include: (*new June 2009, Revised 2019*)

- An absence of candidates for the job who possess the necessary qualifications
- Skills and/or certifications that are specific to that job and not possessed by another employee
- A job not performed by any other District employees.

12-6 School Cancellations and Delayed Starts (*new July 2011*)

(For the purpose of this Article, examples of "essential" personnel might include: head custodian, secretary, kitchen supervisor, grounds and maintenance workers.)

12-6-1 School Cancellations

Classified employees will receive regular pay on days when school is cancelled, up to three days total, without the expectation of making up that time. Building administrators and department managers will determine if essential personnel in their building or department will be required to report to work during a school cancellation. If the essential personnel are required to report, they will receive compensatory time equal to the number of hours they work during the cancellation.

12-6-2 Delayed Start

Classified employees whose work time coincides with a delayed start will receive regular pay without the expectation of making up the time. Building administrators and department managers will determine if essential personnel in their building or department will be required to report to work during a delayed start. Essential personnel who are required to report will receive compensatory time equal to the number of hours they work during the delay. Other classified personnel are expected to report to work no later than 30 minutes prior to the delayed start time. Compensatory time will only be given to essential personnel.

ARTICLE 13 – REDUCTION IN FORCE (RIF)

(*New 2012-2013*)

13-1 Purpose and Definition

This article describes the procedure to be used when the District determines that a reduction-in-force is necessary. A reduction-in-force, or RIF, is the termination of classified staff from the District pursuant to this article which may be the result of program elimination or reduction, layoff, declined enrollment, staff reorganization, school closure, budget reduction or fiscal emergency.

13-2 Timeline

- 13-2-1 The District shall notify the CCESPA President as soon as it is known that a RIF is likely to occur.
- 13-2-2 The District agrees that when a RIF is imminent, the employees should be given as much advance notice as possible.

13-3 Order of Consideration

- 13-3-1 Reduced positions occurring within a particular job category (see 13-4 below) will be based on District seniority, with the least senior employee in that job category being reduced first.
- 13-3-2 Seniority shall be determined by the total length of continuous service from the most recent date of hire of the employees and shall not be considered interrupted by an approved leave.
- 13-3-3 In the event that two or more employees have the same seniority date within the same job classification, the tie shall be broken as follows: Qualifications, job performance and skills will be taken into consideration and the final determination will be made by the Superintendent with input from the department supervisor(s) and the Director of Human Resources.
- 13-3-4 The District will make every effort to minimize a reduction in force by re-assigning employees to existing vacancies among other job categories for which they are qualified, so long as the employees possess the necessary skills and abilities to perform the new job. Seniority “bumping” between job categories is not allowed.
- 13-3-5 If an employee is moved to a new job as a result of a re-assignment, the pay coinciding with the new job will be applied with no loss of vertical steps on the pay schedule.
- 13-3-6 Employees who have been terminated as a result of a RIF may re-apply for future positions with the District, but there is no guarantee of re-hire. Normal hiring procedures will go into effect.

13-4 Job Categories

The following non-exhaustive list will be used as a general guideline for administration when determining job categories that may need to be considered for a RIF: paraprofessionals, clerks/receptionists/registrar, school secretaries, executive secretaries, custodial/warehouse, grounds/maintenance, transportation, technology, aides, health technicians, library, food service and accounting/payroll.

ARTICLE 14 – CLASSIFIED MENTORSHIP PROGRAM

(Moved from Appendix B – MOU 2019)

- 14-1 Recognizing the importance of providing new Classified employees with a mentor so that their first year with Cañon City School District is a smooth experience, and in order to help set them up for success, the District administration in cooperation with CCESPA leadership will periodically provide Mentor Training that will be available to any Classified employee who has been with the District for at least one year. This training typically takes place every two to three years, depending on the demand for additional mentors.
- 14-2 Once mentors have received the training, they may be selected to serve as a mentor for one or more new Classified employees. Mentors will be chosen by the Director of Human Resources in consultation with building principals or supervisors regarding the staff in their building/department who need mentors and the staff that are trained as mentors. There is no obligation for a mentor to be required to serve as a mentor, and there is no guarantee that once a person is trained as a mentor that they will be selected as a mentor. Assignments will be made the administration feels are in the best interests of the new employees hired.
- 14-3 Classified mentors who are assigned should specifically NOT be evaluators or direct supervisors of the new employee. The intent of the mentorship assignment is to guide, advise, support, assist, provide helpful peer leadership, and be a positive role model to the new employee as they become more familiar and accustomed to the District.

- 14-4 Nothing precludes the District from assigning other Classified staff members, who have not attended the mentor training, to provide assistance, guidance or training to new employees in their day-to-day jobs.
- 14-5 Credit/hours earned as part of the mentor training or mentor assignments will be approved based on the most recent stipulations, procedures, rules or policies that govern Classified Lateral Pay Movement as outlined in Article 12-4.

ARTICLE 15 – TERM OF AGREEMENT
(Renumbered 2019)

This agreement will become effective on July 1, 2019, and will be renewed or amended annually per Article 4.
(Renumbered 2012-2013; Renumbered and Revised 2019)

APPENDIX A
Traditional Negotiating Procedures

- A-1 The procedure outlined in this Appendix, "Traditional Negotiating Procedures," will be used to replace the procedures outlined in Article 4, "Issues Resolution Procedures" in the event that an issue resolution procedure is not adopted on schedule as specified in Article 4, Section 2 or in the event that such issue resolution procedure is not completed to the mutual satisfaction of the parties.
- A-1-1 Items agreed to be negotiable are: Salaries, Fringe Benefits, Working Conditions, and Negotiation Procedures.
- A-2 Discussion of issues shall begin no later than the end of March and will be completed prior to the end of the current school year unless mutually agreed upon by both parties. At the respective first negotiating sessions, the parties, through their respective negotiating teams, shall simultaneously present proposed ground rules and all of their respective proposals. In addition, the parties agree that the [classified employees'] salaries and the amount of the District's contribution to the existing group insurance plan shall be mutual items for negotiations. *(Revised 2019)*
- A-3 A written request for negotiations may be submitted by the Association to the Board or by the Board to the Association. A written response will be made by the receiving party within seven days of the receipt of any written request for negotiations. Copies of requests and responses will be sent to the Superintendent.
- A-4 Negotiation sessions between the parties' respective negotiating teams shall be conducted at mutually agreeable times and locations. All negotiation sessions shall be open to the public and the news media, unless mutually agreed otherwise.
- A-5 The names of the members of the respective negotiating teams will be exchanged at least three (3) days prior to the date of the first negotiating session. Each team will be limited to five members and two substitutes. In addition, each team may have no more than four (4) consultants at the table during any negotiating session.
- A-6 During negotiations, both parties will present relevant data, exchange points of view, and present proposals. Both parties have the right to request that their most recent proposal be answered in writing by the other party. All provisions of this Agreement not modified by the initial proposals submitted by the parties shall be considered tentatively agreed-upon provisions for inclusion in a successor agreement.
- A-7 Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- A-8 During negotiations, i.e., from the first ground rule session through the end of mediation, any information given to the news media or the public concerning the substance of negotiations, will be in writing and approved by both parties.
- A-9 Both parties agree to negotiate in good faith. Good faith is defined as an honest attempt to resolve issues that arise during the negotiation process. The obligation of good faith negotiations does not compel either party to agree to a proposal or require the making of a concession.
- A-10 Tentative agreements reached during negotiations, mediation, or fact-finding will be reduced to writing and will have the conditional approval of both parties. Complete agreement on any matter in negotiations is only reached when the parties have tentative agreement on all matters in negotiations. Tentative agreement by either party is necessarily conditional upon tentative agreement by both parties and a statement of agreed-upon articles shall be dated and initialed by both parties.
- A-11 Complete tentative agreement will not take place until it has been ratified by the majority of the [classified employees] in the Association's next official meeting, and by the Board during its next official meeting.
- A-12 Each [classified employee] shall receive a copy of this Agreement. The expense of such compiling and printing shall be shared equally by the parties. The format of the printed copies of this Agreement, and number of additional copies to be printed, shall be as mutually agreed upon.

A-13 Impasse Resolution

- A-13-1 If, during the course of negotiations, the negotiating teams are unable to reach tentative agreement on all issues, either negotiating team may declare in writing that an impasse exists, and, if so declared, the parties shall submit any unresolved issues to mediation.
- A-13-2 After impasse has been declared and prior to the time any unresolved issues are submitted to mediation, a list shall be prepared including all items tentatively agreed upon and those items to be submitted to mediation. To clarify the differences between the parties, each item submitted to mediation shall show the last positions taken by each negotiating team. This list shall be signed by the chief negotiators for the respective teams and presented to the mediator.
- A-13-3 The mediator shall be selected in the following manner:
- A-13-3-1 If the negotiating teams are unable to agree upon a mediator within five(5) days of the date that impasse has been declared, they shall jointly request the American Arbitration Association to submit simultaneously to each team identical lists of the names of at least five persons skilled in mediating public school issues.
- A-13-3-2 Each team shall have five days from the date on which such list is received to cross off any names to which it objects, number the remaining names in order of preference, and mail the list to the American Arbitration Association. If a team does not mail the list within the time specified, all names which appear on the list shall be deemed acceptable to that team.
- A-13-3-3 From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preferences, the American Arbitration Association shall appoint a mediator.
- A-13-3-4 If the teams fail to agree upon any of the persons named, or if those named decline or are unable to act, or if for any other reason an appointment cannot be made from such lists of names, the American Arbitration Association shall appoint a mediator from its other members without submitting additional lists.

A-14 Conducting Mediation

- A-14-1 The format, dates, and times of mediating sessions will be arranged by the mediator. Such sessions will be closed.
- A-14-2 The mediator will meet with the teams either separately or together.
- A-14-3 To the extent that tentative agreements are reached as a result of such mediation, the procedures described in Articles C-10 and C-11 shall apply. If mediation fails in whole or in part the mediator shall report the issues that remain in dispute to the respective parties.
- A-14-4 The costs of mediation and for the services of the mediator, including per diem expenses, if any, and actual and necessary travel expenses, shall be shared equally by the parties.

A-15 Fact Finding

- A-15-1 If mediation described above has failed to bring about agreement on all of the issues submitted for mediation, either team may request that the issues which remain in dispute be submitted to a fact finder. The fact finder shall be selected in the same manner as provided in Article C-13-3 for the selection of a mediator.
- A-15-2 The fact finder shall have the authority to hold hearings and make procedural rules.
- A-15-3 Within fifteen days after conclusion of such hearing, the submission of a transcript of the hearing, if any, or submission of post-hearing brief, if any, whichever occurs last, the fact finder shall submit a report in writing to the Board and the Association only. The report shall set forth in the fact finder's findings of fact, reasoning and recommendations on the issues submitted. The report shall be advisory only and binding neither on the Board nor on the Association.

- A-15-4 Within five (5) days after receiving the report of the fact finder, the teams will meet to discuss the report. It should be understood that this meeting is a continuation of the negotiations process. No public news releases may be made until after the conclusion of such meeting or subsequent agreed-upon meetings.
- A-15-5 The respective parties shall take official action on the report of the fact finder not later than ten (10) days after the last meeting described above.
- A-15-6 To the extent that tentative agreement is reached on the issues in dispute as a result of such fact finding, the procedures described in Articles C-10 and C-11 shall apply.
- A-15-7 The costs of fact finding, and for the services of the fact finder, including per diem expenses, if any, and actual and necessary travel expenses shall be shared equally by the parties.
- A-15-8 Either team may request that a certified court reporter take and/or transcribe a stenographic record of the evidence taken at the hearing. If such a record is transcribed, a copy of the transcript shall be provided to the fact finder. The team requesting a transcript shall pay the cost thereof, except that if the other party shall request a copy of any transcript, that party shall share equally the entire cost of preparing such transcript.