

14-15

Classified

**Agreement between
Colorado Classified School
Employees' Association
and
Adams County School District 14**

Effective July 1, 2014 through June 30, 2017



Adams County School District 14
5291 East 60th Avenue
Commerce City, CO 80022

Adams 14, in partnership with the community, will
inspire, educate and empower
every student to succeed in the 21st Century.



BOARD OF EDUCATION

Mr. Robert Vashaw.....President
Mr. David Rolla.....Vice President
Mr. Mary Morton.....Secretary
Mrs. Connie Quintana.....Treasurer
Mrs. Larry Quintana.....Director

Patrick Sánchez
Superintendent of Schools

DISTRICT NEGOTIATING TEAM

Leon Cerna, Chief Negotiator
Jim Rowan
Albert Francisco
Pat Hurrieta
Eduard Storz

OFFICERS OF THE ASSOCIATION

Shelaqh Quintana.....President
.....Vice President
Javier Serna.....Treasurer
Shelly Miller.....Secretary

CCSEA NEGOTIATING TEAM

Wayne Scott, Chief Negotiator
Shelagh Quintana
Javier Serna
Bruce Brooks
Josiah Ellsworth
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PREAMBLE

This Agreement is made and entered into by and between the Adams County School District 14 in the County of Adams and State of Colorado and the Colorado Classified School Employees Association, the 28th day of May 2014 and is effective July 1, 2014 – June 30, 2017.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 – Definitions

- 1-1 “Association” as used in this Agreement shall mean the Colorado Classified School Employees’ Association, CCSEA.
- 1-2 “Board” as used in this agreement shall mean the Board of Education of Adams County School District 14 of Adams County in the State of Colorado.
- 1-3 Unit employees as used in this Agreement shall refer to employees represented by the Association as referenced in the Salary Schedule (Appendix B).
 - 1-3-1 Nothing herein shall require the Board to fill any unit position represented by the Association.
 - 1-3-2 The Association shall be notified of any employee position (title and department) added to the unit and placed on a salary schedule. The Association shall be notified of any unit vacancy that is not to be filled.
- 1-4 “School District” as used in this Agreement shall mean the Adams County School District 14 of Adams County in the State of Colorado.
- 1-5 “Superintendent” as used in this Agreement shall mean the chief administrative officer of Adams County School District 14.
- 1-6 A “full-time classified employee” is one who works a forty-hour week.
- 1-7 A “part-time classified employee” is one who works less than eight hours but four or more hours per day on a regular basis.
- 1-8 A “limited, part-time classified employee” is one who works less than four hours per day in a regular position.
- 1-9 A “fluctuating classified employee” is one who works regularly but whose hours in assignment may vary from day to day.
- 1-10 “Exempt office personnel” shall mean those employees whose functional responsibilities or confidential knowledge of the employer’s affairs make membership or participation in the affairs of the Association incompatible or inconsistent with job duties. Specifically excluded from membership are the following:

Accounting Clerk I, Accounting Clerk II, Accounting Clerk III, Accountant, Administrative Assistant II/Clerk II (Nutrition Services, Service Center), Administrative Assistant III (Curriculum, Student Services, Federal Programs), Clerk II (Student Information), Receptionist/Human Resources Clerk I, Human Resources Specialist I, Human Resources Specialist II, Human Resources Specialist III, Human Resources Specialist IV, Computer Technicians, Help Desk/Trainer Coordinator, Lead Computer Technician, Application Analyst, Senior Programmer, Assistants to Executive Directors, Instructional Technician, Training Specialist – Nutrition Service, Purchasing Agent, ILC Coordinator, Child Care Center Coordinator, Nutrition Services Coordinator, Grant Coordinator, Supervisor of Building Engineers, Network Operations Supervisor, Video Productions.

- 1-11 "Seniority" shall be determined as of the first date of the employee's most recent continuous period of employment.
- 1-12 "Continuous years of service" shall mean the period of time from date of hire that an employee is employed without any break in District employment. Continuous years of service shall not be deemed to be interrupted by temporary illness or by absences for purposes of child rearing. A leave of absence approved by the Board of Education or military leave pursuant to Title 38 of the United States Code, Sections 2021-2026, and by the Colorado Revised Statutes, 1973, Section 28-3-604 et seq., shall not be considered to be an interruption of the continuous years of service but such leaves of absence shall not be included in computing years of service.
- 1-13 "Representation Fees"- Definition to be determined no later than August 8, 2014. (Agreement will be updated online.)
- 1-14 "Dues"- Definition to be determined no later than August 8, 2014. (Agreement will be updated online.)

ARTICLE 2 – General

- 2-1 This Agreement shall be governed and construed according to the Constitution and Laws of the State of Colorado and the United States Constitution.
- 2-2 This constitutes the entire Agreement between Adams County School District 14 and the Colorado Classified School Employees' Association. This Agreement terminates and supersedes all past practices, agreements, policies, procedures, traditions, and rules or regulations concerning the matters covered herein.
- 2-3 The Board and the Association will continue to seek solutions to prevent school violence and bullying, and to share those solutions with each other.

ARTICLE 3 – Management Rights

- 3-1 The Board is elected by the qualified electors of the School District as the governing body of the School District and, as such, possesses all powers delegated to a Board of Education or to a School District by the Constitution and Laws of the State of Colorado, together with the duties imposed thereby.
- 3-2 The Board and Association recognize that the Board has certain legal powers and duties under the Constitution and Laws of the State of Colorado, which may not be delegated, limited, or abrogated by agreement with any party. Except as expressly provided in this Agreement, the determination and administration of school policy, the operation and management of the schools and the direction of employees are vested exclusively in the Board.

ARTICLE 4 – Peaceful Settlement of Differences

- 4-1 The Association and the Board agree that differences between the parties shall be settled by peaceful means as provided in this Agreement. The Association, in the consideration of the terms and conditions of the Agreement, shall not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform normal work duties on the part of any employee covered by this Agreement.

ARTICLE 5 – Non-Discrimination

- 5-1 The Board and the Association agree not to illegally discriminate against any employee subject to this Agreement.

ARTICLE 6 – Recognition

- 6-1 Recognition of the Association as the exclusive bargaining representative of classified employees as defined in Article 1-3 shall continue in full force and effect to and including June 30, 2017. Notice to terminate exclusive recognition of the Association by the Board must be submitted, in writing, to the Association no later than August 1, 2017. In the event the Board does not terminate exclusive recognition of the Association, an employee organization other than the Association may file a petition with the Board requesting de-certification of the Association as the exclusive agent for the negotiating unit. Such petition shall contain the signatures of at least thirty (30) percent of the employees within the negotiating unit and shall allege that the Association is no longer the choice of the majority of employees of the negotiating unit.

Such petition must be filed with the Board not earlier than August 15, and not later than August 25, of the year in which this Agreement terminates. Such petition shall be on a standard from prepared by the Board and made available to all employees who request copies thereof. Such petition shall not be circulated of the negotiating unit.

If a valid petition is received, the Board, within five (5) days of the end of the period in which said petition may be submitted, shall cause Notice of a Recognition Election to be posted at each school and at the central administrative office of the District. Such notice shall contain the date, time, and place or places of the election; the names of all organizations entitled to a place on the ballot; and the eligibility requirements for voting in the election.

At a date no more than fifteen (15) days nor less than ten (10) days following the posting of such Notice, the Board shall conduct the Recognition Election under such rules and procedures as it may adopt to govern its conduct. The results of the Recognition Election shall become effective July 1, of the year following the election. The cost of such election shall be borne by the petitioning employee organization.

ARTICLE 7 – Negotiations

- 7-1 After approval and execution of this Agreement and upon request by the Association to the Board or by the Board to the Association after February 15 of each year of this Agreement, the representatives of the School District and the Association may negotiate as provided in Article 7-2 and Article 8-1; provided, however, that such negotiations shall terminate not later than June 1 of each year in which negotiations are requested, unless extended by mutual consent.

- 7-2 Negotiating Procedure

- 7-2-1 Requests for negotiations between the Board and the Association may be opened on such matters concerning employees' salaries, wages, hours and conditions of employment as the parties may mutually agree to negotiate.

- 7-2-2 For purposes of Article 7, a “day” shall mean a day in which the central administrative offices are open.
- 7-2-3 The Board and the Association agree to utilize the interest-based negotiating concept.
- 7-3 Meetings
 - 7-3-1 The first negotiations meeting shall be held no later than April 15 of each year in which negotiations are requested. At this meeting, the Association shall present its interests on all matters which it shall desire negotiating with the Board and explaining the rationale supporting its interests. The District will present its interest and rationale to the Association at either the first or second meeting.
 - 7-3-2 Meetings mutually agreed upon will be conducted at times and places mutually agreeable to the representatives of each party.
 - 7-3-3 Relevant data and supporting information may be presented.
 - 7-3-4 The representatives of the Association and the Board shall meet in closed sessions, unless otherwise mutually agreed upon in advance of the meeting.
 - 7-3-5 During the period of the negotiation process, all public statements or releases shall be made jointly and by mutual agreement.
 - 7-3-6 Consultants may be used if deemed advisable by either party.
 - 7-3-7 The total number of persons on a negotiating team will not exceed eight (8).
- 7-4 Adopting Agreements
 - 7-4-1 When the representatives of the Board and the Association reach a consensus on a specific article, the article will be typed for the next negotiating meeting at which the chief negotiator of each party will initial and date such tentative agreement pending a final consensus on all tentative agreements.
 - 7-4-2 Tentative agreements reached as a result of such negotiations will be reduced to writing and presented by the Association to its membership for ratification within thirty (30) days after tentative agreement has been reached. The Association shall advise the Board, in writing, of the acceptance or non-acceptance of said tentative agreement within ten (10) days of the ratification vote by the Association membership. Absence of such written reply within the allotted time shall constitute ratification. Following ratification by the Association, the agreement shall be placed on the agenda for the next Board meeting for its tentative approval, pending final adoption and approval of the School District budget for the ensuing fiscal year. After adoption of such budget and after the agreement is ratified by the Board, the final agreement will be signed by the Board and the Association.
 - 7-4-3 If budget hearings result in the Board disapproving any or all of the economic provisions of the tentative agreement, the parties shall reopen negotiations on such economic provisions of the agreement, as they mutually deem appropriate. Such negotiations shall be resumed not later than May 10 and shall be completed no later than June 10. These dated may be modified by mutual consent.
- 7-5 Impasse
 - 7-5-1 If agreement is not reached on all items by May 15, either party may declare in writing that an impasse exists and call for mediation. The written declaration of impasse shall contain a statement concerning the proposals the party or parties understand to remain unresolved.

- 7-5-2 If the parties are unable to agree upon a mediator, the parties shall jointly request the American Arbitration Association to submit to each party identical lists of the names of five (5) persons skilled in mediating public school issues.
 - 7-5-3 Each party shall have ten (10) days from the date such list is received to cross off any name to which it objects, number the remaining names in order of preference, and mail the list to the American Arbitration Association. If a party does not mail the list within the time specified, all names shall be deemed approved by that party.
 - 7-5-4 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.
 - 7-5-5 If the parties 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 list of names, the American Arbitration Association shall appoint a mediator from its other members without submitting additional lists.
- 7-6 Conducting Mediation
- 7-6-1 The format, dates, and times of meetings shall be arranged by the mediator and such meetings shall be conducted in closed sessions. The mediator shall meet with the representatives of the Board and the Association, either separately or together. To the extent that tentative agreements are reached as a result of such mediation, the procedures provided in Article 7-4 shall apply. If mediation fails in whole or in part, the mediator shall not, without the consent of both parties, make findings of fact or recommend terms of settlement.
 - 7-6-2 If agreement cannot be reached through the deliberation with a mediator, the obligations of both parties to negotiate under terms of this Agreement shall have been completed.
 - 7-6-3 The costs for the services of the mediator, including per diem expenses, if any, and actual and necessary travel expenses, shall be shared equally by the Board and the Association.

ARTICLE 8 – Duration

- 8-1 This agreement shall be in full force and effect from July 1, 2014, through June 30, 2017, provided however, that during the period established for negotiations in 2015, each party shall have the right to reopen this Agreement to submit proposals concerning Articles 21 and 22 and any two (2) Articles current and/or new, and any other mutually agreed upon Articles.

ARTICLE 9 – Grievance Procedure

- 9-1 “Grievance” as used in the Agreement shall mean a written complaint by an employee of the bargaining unit alleging a violation, misinterpretation, or inequitable application of any provision of this Agreement or District discipline policy.
- 9-2 A unit employee may be represented at any level of the grievance procedure by a person or persons of his/her own choosing, except that he/she may not be represented by a representative or officer of any organization other than the Colorado Classified School Employees’ Association (CCSEA).
- 9-3 No grievance shall be recognized by the Board or the Association unless it shall have been presented at Step 2 within thirty (30) working days after the grievant knew, or should have known,

of the act or condition upon which the grievance is based and if not so presented, the grievance will be considered as waived.

9-4 Notwithstanding the steps of the grievance procedure described above, a unit employee may discuss any problem at any time with any supervisor or administrator in the School District.

9-5 There shall be no harassment, intimidation, or additional duties imposed on a grievant or his/her representative by reason of such person having filed a grievance nor shall there be any harassment or intimidation of any administrator by reason of such person having submitted a grievance decision.

9-6 Individual or group grievances of unit employees of the School District shall be resolved as follows:

9-6-1 Step 1 – Informal

Prior to the filing of a written grievance, an employee (or employees) shall, with the exception of discipline, first discuss the grievance with his/her immediate supervisor with the objective of resolving the issue informally. The aggrieved person may request an Association representative to accompany him/her in which case the administrator or supervisor may be accompanied by a representative.

9-6-2 Step 2 – Written

The grievance shall be presented in writing on forms provided by the District, first to the person having direct administrative/supervisory responsibility over the work of the employee involved in the grievance. The administrator/supervisor shall not be a unit employee. The written grievance shall indicate the specific Articles of the Agreement which have been allegedly violated and the complaint of conditions which led to the filing of such grievance, and the remedy requested. The administrator/supervisor shall render a written decision to the grievant within ten (10) working days.

9-6-3 Step 3 – Hearing

If the grievance is not resolved at Step 2, the grievant may file the grievance in writing with the Association. The grievance may be filed by the Association with the Superintendent within ten (10) working days after the grievant received the Step 2 written decision. The Superintendent or his/her designee shall conduct a hearing within ten (10) working days of receipt of the grievance and shall render a written decision within ten (10) working days of the hearing.

9-6-4 Step 4 – Fact Finding

If the grievant is not satisfied with the disposition of his/her grievance at Step 3, the grievant may request within five (5) working days that the Association submit the grievance to fact finding. If the Association deems the grievance meritorious, it may request fact finding within ten (10) working days after receipt of the grievant's request.

9-6-4-1 The fact finder shall be selected in the same manner as provided in the Negotiations Procedure for selecting a mediator.

- 9-6-4-2 The fact finder will have authority to hold hearings and make procedural rules. The fact finder will issue a report within a reasonable time after the date of the close of hearings or from the date the final statements and evidence are submitted to the fact finder.
- 9-6-4-3 All hearings held by the fact finder shall be in closed sessions, and no news releases shall be made concerning progress of the hearing.
- 9-6-4-4 The fact finder's report shall be submitted in writing to the School District and the Association only, and shall set forth the findings of fact, reasoning, conclusions, and recommendations on the issues submitted. The fact finder's recommendations shall be consistent with law and the terms of this Agreement. The fact finder's report shall be advisory only, and binding on neither the School District nor the Association.
- 9-6-4-5 The fact finder shall have no authority except to pass upon alleged violations of the expressed provisions of this Agreement and to determine disputes involving the application or interpretation of such expressed provisions. The fact finder shall construe this Agreement in a manner, which does not interfere with the exercise of the Board's rights and responsibilities except where they have been expressly limited by the terms of this Agreement.
- 9-6-4-6 The fact finder shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement. The fact finder shall not render any decision, which would require or permit any action in violation of Colorado law.
- 9-6-4-7 The Board shall take action on the fact finder's report at its next regularly scheduled meeting. No public statement may be made until after the Board has taken such action.
- 9-6-4-8 The costs for the services of the fact finder, including per diem rate, if any, plus actual and necessary travel and subsistence expenses, shall be shared equally by the Board and the Association.
- 9-6-4-9 Either party may make an official stenographic record of the proceedings. Either party may provide an official transcript of the proceedings to the fact finder. The party requesting a stenographic record shall pay the costs thereof except that if the other party shall request a copy of the transcript, it shall share equally the entire cost of making the stenographic record and transcript(s).

ARTICLE 10 – Association Rights

10-1 Dues Deduction

- 10-1-1 The Board agrees to deduct from employees' salaries an amount to cover dues for the Association as the employees individually and voluntarily authorize the Board to deduct and to transmit the amount so authorized to the Association each month.
- 10-1-2 A member of the Association who separates his/her employment with the District during the school year, and who has authorized dues deduction through payroll deductions, will have the balance of dues deducted from his/her last paycheck if there is a sufficient amount to do so after deductions of legal priority have been made.
- 10-1-3 Any employee who has or who hereafter authorized the deduction of such dues will continue to have such dues deducted as long as the employee is employed by the District,

except that an employee desiring to add or discontinue the deduction of such dues may do so by notifying the District Payroll Department and the Association in writing between January 1st through January 15th of each year. Deduction shall be made for each payroll period in equal installments. If, for any reason, an employee's earnings for a month are not sufficient to cover the deductions, no deductions will be made for that employee for that month, and the Association will arrange collection of dues for that month directly with the employee.

10-1-4 The District shall withhold from the salary of all employees in the bargaining unit represented by the CCSEA, an amount equal to the dues of the CCSEA. The amount of money to be withheld and transmitted to the Association shall be equal to the total of dues of the CCSEA. A non-member wishing not to pay the representation fee described above may so indicate by obtaining a revocation form provided by the CCSEA. Revocation forms can be obtained only on request from the CCSEA president or his/her designee or by calling CCSEA at 303-825-9111. The revocation period is from September 1 to September 15. Only these two methods of revocation will be recognized by CCSEA and the District. For employees hired after September 15, they will have twenty (20) working days after attending Association orientation to obtain and file a revocation form with the Association Office by calling 303-825-9111 from their actual start date, or thirty (30) days from the signing of a new agreement. The District will provide a list of all employees to the Association by August 15th each year. The Association shall notify all non-members in writing of the upcoming revocation period by September 1st. The Association shall notify any new employees throughout the year of the representation fee within five (5) working days of notice by the District of their employment. The Association will provide the District with a letter explaining the membership representation fee that will be provided to the new employee in the new employee hiring packet. An employee may file a hardship request during the school year. All requests will be reviewed by the CCSEA Executive Director and the Chief Human Resources Officer and shall be approved or denied by them in writing within ten (10) working days.

10-1-5 The Association agrees to hold the Board harmless from any action growing out of these deductions and commenced by any employee against the Board or the District and assumes full responsibility for the disposition of the funds so deducted once they have been remitted to the Association.

10-1-6 In the event the Board fails to deduct dues for any period of time, the Board agrees to advance the money ordinarily deducted for that period to the Association. Money advanced by the Board will then be deducted from each member over a period of time mutually agreed upon and repaid to the Board.

10-2 Use of District Facilities

The Association shall have the privilege of using District facilities for Association meetings without cost where no additional cost is incurred by the District. If any additional cost is incurred, this cost will be paid by the Association. Any charges for use of a District facility shall be in accordance with the Board policy. Such meetings shall not interfere with the normal conduct of school activities or other prescheduled activities approved by the Board. Application for use of a District facility shall be made in accordance with Board policy.

10-3 Approved Notices

The Association shall have the right to place approved notices, circulars, and other material on School District bulletin boards designated by a building principal or department supervisor. A copy of all such material shall be submitted to the Superintendent or his/her designee for approval twenty-four (24) hours in advance of posting.

10-4 Mail Distribution

Association mail to unit employees may be transported through the School District's delivery service. The Association shall deliver such mail to the School District's mailroom and shall sort it into the appropriate school or department mailbox. A designated Association building representative will distribute the mail to unit employees at a time other than working periods. A copy of all such mail shall be submitted for approval to the Superintendent or his/her designee twenty-four (24) hours in advance before distribution.

10-5 Job Descriptions

The District shall make available to the Association all current job descriptions. All new job descriptions or revisions to current job descriptions will be communicated to the Association.

ARTICLE 11 – Discipline

11-1 Non-Attendance Related Discipline

The District is responsible for managing the employee disciplinary process for non-attendance related issues including tardiness (arrive late/leave early).

Whenever possible, verbal or written notice should be given to an employee who may be subject to corrective action in the future.

Classified employees will be given an opportunity to correct infractions of work rules and/or District policies and /or procedures. The intent of progressive discipline is to provide the employee an opportunity to grow and develop in response to areas that need improvement. A progressive discipline procedure is established to promote uniform and consistent discipline. It should be noted that whenever the action or behavior of an employee is of a serious nature, discipline can start at any level, including termination. In addition, one or more steps of the procedure may be repeated or skipped as circumstances warrant.

The procedure for progressive discipline, when applicable, may include the following steps:

First instance of misconduct (supervisor may elect one of the following options):

A written reprimand stating specific deficiencies, indicating timelines for improvement, and advisement of possible future disciplinary action.

A plan of improvement may be developed to address identified deficiencies. Evaluation of progress made on the plan of improvement will be completed at an agreed upon time. If the employee does not meet standards identified in the plan of improvement, advisement of possible future disciplinary action will be provided.

Second instance of misconduct:

May result in suspension with or without pay, demotion, or both. An employee shall be advised in writing that termination may result if another such infraction occurs.

Third instance of misconduct:

Employee shall be subject to disciplinary action up to and including termination.

In case of willful and intentional violation of District policy, failing a drug and/or alcohol screening, or conviction of a felony, the employee shall be subject to immediate termination.

All discipline, including termination, is subject to the grievance procedure. Employees who are involved in the disciplinary process will be advised they are entitled to representation and are encouraged to contact the Colorado Classified School Employees Association.

11-2 Attendance Discipline

This section of discipline is to be used to address attendance related issues with the exception of using time in excess of what already been earned. (see Article 13-1-5)

Employees may use time as provided in Article 13-1. Employees are limited to a specific number of occurrences as defined below, Article 11-2-1. An occurrence is an absence without prior leave approval, up to three (3) consecutive days. If the leave is due to illness, a physician's note may be requested after three (3) consecutive work days are missed. This does not constitute approval, only proof of time off. Consecutive days of absence, due to illness, will be considered a single occurrence. After ninety (90) days without an occurrence an employee will start anew.

11-2-1 Occurrence Discipline Process

- Step 1 – Three (3) occurrences within a thirty (30) calendar day rolling period, receive verbal warning;
- Step 2 – Two (2) or more additional occurrences within a rolling thirty (30) calendar day period and within a calendar year after Step 1, receive first written reprimand;
- Step 3 – Two (2) or more additional occurrences within a rolling thirty (30) calendar day period and within a calendar year after Step 2, receive second written reprimand;
- Step 4 – Two (2) or more additional occurrences within a rolling thirty (30) calendar day period and within a calendar year after Step 3, Discipline up to and including termination.

ARTICLE 12 – Review of Personnel Files

Unit employees may review material made a part of their District personnel records in accordance with the provisions of the law. Material which is derogatory to an employee's conduct, service, or character shall not be placed in the employee's file until he/she has been notified and given an opportunity to read and file a written response to such material. The employee shall acknowledge that he/she has read such material to be filed by signing the material. Such signature does not indicate agreement with the content of such material. If an employee fails or refuses to review and/or sign such material within ten (10) calendar days after having been requested to do so, then such material may be filed without the employee calendar review and/or signature.

ARTICLE 13 – Leaves of Absence

13-1 Temporary and Sick Leaves of Absence

Full-time, part-time, and limited part-time employees shall be eligible to accumulate temporary and sick leave benefits.

We also understand the unique requirements of staff related to:

- The state required assessment period;
- The day before and after a holiday or extended break;
- During the opening two (2) weeks of school;
- During the final two (2) weeks prior to school closing.

The Association and the District recognize the importance of being present during these critical times.

13-1-1 Sick leave shall be accessed by employees who are able to provide medical documentation for each absence.

13-1-2 Temporary leave shall accrue to eligible employees as follows:

- Twelve (12), eleven (11), ten (10), and nine (9) month hourly employees who work forty (40) hours or less per week shall earn three (3) days at the start of their contract year with the remaining days earned on an accrued basis throughout the balance of the contract year. This will be calculated using a prorated method to ensure no more than the maximum annual accrual of one hundred and twelve (112) temporary hours is earned (See Accrual Chart – Appendix A). The value of any portion of used but unearned temporary leave shall be reimbursed to the District.
- Temporary leave accrues only on regular hours worked. Temporary leave does not accrue for hours worked such as, but not limited to overtime and extra duty.

13-1-3 Temporary leave may be used for the illness/disability of the classified employee, dental work of the classified employee, adoption, illness or death in the immediate family or household, religious holidays, employee's business, or other personal reasons. Absences must be approved by the immediate supervisor. Staff shall notify the designated supervisor of the absence in accordance with school/departmental guidelines. Whenever possible, application for approval shall be requested at least twenty-four (24) hours prior to the time requested for leave. Approval is at the discretion of the supervisor and will not be unreasonably withheld.

13-1-4 When an employee plans leave; the employee will give prior notification to the supervisor as soon as possible with a minimum of forty-eight (48) hours notice for non-emergencies.

Absences must be approved by the immediate supervisor. Leave that is denied by the immediate supervisor may be appealed to the Department Director and to the Chief Human Resources Officer, if needed. Employees are required to follow procedures for calling in an absence from work for less than three (3) days no less than one (1) hour prior to their scheduled work time to be excused. Employees failing to call in a minimum of one (1) hour prior to their scheduled work time, or two (2) hours for those who are working PM/afternoon shifts, will be unexcused and may be subject to disciplinary action.

- 13-1-5 Employees who have exhausted all available temporary leave time; who are not eligible for FMLA or the sick bank and who continue to be absent from work, may be subject to disciplinary action.
- 13-1-6 New employees shall earn temporary leave at the monthly rate indicated for the length of the work year, which shall be available to the employee ninety (90) calendar days following the most recent date of hire.
- 13-1-7 While on a leave of absence, a regular employee shall maintain, but not add to, any accrued leave credit accumulated prior to such leave.
- 13-1-8 Verification by a District-appointed medical doctor may be required for any absence for which temporary leave is claimed, if due to a medical condition.
- 13-1-9 Payment of Unused Portion of Temporary and Sick Leave
 - 13-1-9-1 Separating employees shall be compensated for one-half (1/2) of their accrued sick leave and temporary leave at their per diem rate, not to exceed forty-five (45) days.
In the event of an employee's death, eligible sick/temporary leave payout shall be paid to an employee's heir(s) or legal representatives authorized by law to receive unpaid compensation.
 - 13-1-9-2 Cap on Accruals
Effective July 1, 2012, employees shall not accrue more than ninety days (90) of sick and thirty (30) days of temporary leave in a contract year. An employee who has more than one hundred and twenty (120) days of combined sick and temporary leave at the end of a contract year will be automatically compensated at the rate of thirty dollars (\$30) per day. This balance will be paid in August of the following school year.

13-2 Workers' Compensation

Full-time and part-time employees who are temporarily absent from work and temporarily unable to perform their duties as a result of injury incurred in the scope and course of their employment, may be entitled to benefits under the Workers' Compensation Act. In order to receive these benefits, injured employees are required to report the injury without delay to their immediate supervisor and file an application for Workers' Compensation benefits within four (4) days per District procedures.

The injured employee shall receive his/her full salary for a period of time not to exceed sixty (60) work days in those cases where the District's liability is established. If the employee meets eligibility requirements for workers compensation after the end of the described sixty (60) work days, payments will be made at two-thirds (2/3) salary through the third party administrator. In cases where the District has no liability, all absences may be charged under the regular temporary leave provisions. While an employee is receiving full pay pursuant to these Workers' Compensation provisions, herein, the Board will

receive directly from the third party administrator any disability indemnity funds due the employee.

The Board shall have right to have such employees examined by a physician designated by the Board to assist it in determining the length of time during which the employee are temporarily unable to perform their duties, and that the disability is attributable to the injury involved. In the event that there is an adjudication of the period of temporary disability in the appropriate Workers' Compensation proceeding, the Board may adopt such adjudication.

13-3 Leave for Civic Duty or Other Court Appearances

13-3-1 Civic Duty

Employees who are summoned for jury duty will be granted civic duty leave with pay for such time as their presence is ordered (an official time slip from the courts is required). Employees are expected to return to their place of employment when they are dismissed and are able to return to work to fulfill a minimum time of half (1/2) of their remaining work day. In such cases, any witness or jury duty fees, not including mileage, paid to the classified employee shall be promptly remitted to the District.

13-3-2 Other Court Appearances

Employees who are summoned to appear at a civil, criminal, or administrative proceeding in connection with a matter in which they are a witness (and are not a party to a legal matter against the District), or are required by the District to appear in court, or at a civil, criminal, or administrative hearing in connection with their duties as employees of the District, will be granted civic duty leave with pay for such time as their presence is ordered (an official time slip from the courts is required). Employees are expected to return to their place of employment when they are dismissed and are able to return to work to fulfill a minimum time of half (1/2) of their remaining work day. In such cases, any witness or jury duty fees, not including mileage, paid to the classified employee shall be promptly remitted to the District.

13-3-3 If an employee is assigned to a trial or as a grand juror in excess of three (3) days, the employee shall receive the greater of either their regular daily pay or the state daily payment rate.

13-4 Military Leave

13-4-1 Unit employees shall be entitled to military leave of absence as provided in the Colorado Statutes.

13-5 Parental/Elder Care Leave

13-5-1 A leave of absence of up to one (1) year may be granted without pay to a full-time employee for the purpose of elder care or child care upon the birth or adoption of a child into his/her family. Only one (1) District employee within an immediate family may request the leave. Following completion of such leave, the employee will be placed in a position for which he/she is qualified provided a vacancy exists.

13-5-1-1 Such Leave may be combined with temporary and/or accrued leave as follows:
a. Absence caused by physical incapacity may be charged to temporary and/or accrued leave under the provisions of Article 13. Accrued leave will be paid

during the time period in which a physician certifies the employee to be physically disabled, and only to the extent of the number of accrued leave hours the employee has accumulated.

- b. In such a case, the employee may be required to submit periodically, with the Division of Human Resources, a physician's statement setting forth the nature of the illness or incapacity and the projected date of possible return.
- c. Use of the employee's accumulated leave shall cease as of the date on which the physician certifies that the employee is physically capable for returning to an assignment. The leave absence, without pay, granted for the purpose of elder care or child care, shall begin on that date.

13-5-2 Upon written application by the employee, such leave may be extended for not more than one (1) year beyond the original leave. Following completion of such, the employee will be placed in a position for which he/she is qualified, provided a vacancy exists.

13-5-3 If the employee works equivalent of at least five (5) months during the calendar year in which the employee went on leave, the employee will be credited for one year of experience at the time of the next salary schedule change. In no case may an employee earn more than one salary increment during the course of any such leave.

13-5-4 Temporary leave and vacation leave shall not accrue to the employee during the leave of absence; however, any earned and accrued leave or vacation leave which the employee may not have used prior to the leave will be reinstated to the employee upon return to the District.

13-6 Bereavement Leave

13-6-1 Each full-time or part-time classified employee shall be granted leave of absence with full pay up to five (5) days on account of the death of any person living in the immediate household of the employee or who is one of the following members of the employee's family or that of the employee's spouse:

Parents, Grandparents, Grandchildren, Brothers, Sisters, Children, Aunts, Uncles.

Three (3) of these bereavement leave days shall not be charged to any other available leave; however, the fourth and fifth days, if used, will be charged to the employee's temporary or accrued sick leave. Proof of death shall be furnished if requested.

13-7 Leaves of Absence without Pay

13-7-1 Family and Medical Leave (FMLA)

13-7-1-1 Upon appropriate application up to twelve (12) weeks of unpaid leave under the Family and Medical Leave Act of 1993 shall be available to eligible employees. Family and medical leave shall run concurrently with other leave provisions of this Agreement if such leave also qualifies under the FMLA.

13-7-2-2 To be eligible for FMLA benefits, an employee must have been employed with District for at least twelve (12) months and have worked for at least seven hundred, sixty-eight (768) hours during the twelve (12) month period immediately preceding the start of the FMLA leave.

- 13-7-1-3 Family and medical leave shall be granted for any of the following reasons:
 - 13-7-1-3-1 To care for the employee's child after birth, or placement for adoption or foster care.
 - 13-7-1-3-2 To care for the employee's spouse, son, daughter, or parent, who has a serious health condition.
 - 13-7-1-3-3 For a serious health condition that makes the employee unable to perform his/her job duties.
- 13-7-1-4 The employee shall provide advance written notice and medical certification of the reason for requesting FMLA leave. This notification shall be provided thirty (30) calendar days in advance when such leave is foreseeable.
- 13-7-1-5 For the duration of the FMLA leave, the District shall continue to maintain the employee's present health insurance coverage under the District group health insurance plan. Upon return from FMLA leave, the employee shall be returned to his/her original or equivalent position with equivalent pay, benefits, and other employment benefits. The use of FMLA leave shall not result in the loss of any employment benefit that accrued prior to the start of the employee's leave.
- 13-7-2 Leaves of absence without pay, not covered by FMLA, may be granted administratively by the Superintendent for up to a maximum of one (1) month. Following completion of such leave, the employee shall be placed in a position for which he/she is qualified.
- 13-7-3 Leaves of absence without pay beyond one (1) month, not covered by FMLA, shall require formal approval by the Board. Following completion of such leave, the employee shall be placed in a position for which he/she is qualified provided a vacancy exists.

13-8 Leave Bank Overview

- 13-8-1-1 Effective July 1, 2003 a Leave Bank (herein referred to as the "Bank") shall be established and maintained for all employees in the classified negotiating unit. The reasons for which the Bank may be used are limited to illness, disability, or injury to the employee or continuing treatment of an illness, disability, or injury to the employee or continuing treatment of an illness, disability or injury that prevents an employee from working. Leave Bank hours will be granted to employees intending to return to work following an illness, disability, or injury.
- 13-8-1-2 The Bank may be used for the reasons stated above and it may not be used for employee absence due to injury or illness of a member of the employee's immediate family who need medical care and attention from the employee.
- 13-8-1-3 New employees shall be eligible for Leave Bank benefits after ninety (90) calendar days of employment.
- 13-8-1-4 Employees who donate to the Bank remain Bank participants until another day is solicited in accordance with Article 13-8-2. New employees hired to the District shall contribute the equivalent of two (2) days of leave to the Bank to create eligibility and participation by them in the Bank from then until the next general donation is solicited unless the Chief Human Resource Officer receives a written statement from the

employee that he/she does not wish to participate. A new employee shall have thirty (30) calendar days from the first scheduled work day to inform the Chief Human Resource Officer that he/she does not wish to participate. Employees who choose not to donate to the Bank when donations are solicited in accordance with this paragraph or Article 13-8-2 shall remain ineligible to participate in the Bank until general donations are again solicited in accordance with Article 13-8-2.

13-8-1-5 The equivalent of one (1) day leave means the number of scheduled daily work hours multiplied by the base hourly wage of the individual.

13-8-2 Solicitation of Days

13-8-2-1 Initial solicitation of days for the implementation of the Bank will be conducted during the month of October 2003. The Association shall have ten (10) work days to inform employees that each employee shall contribute the equivalent of two (2) days leave to the Bank unless the Chief Human Resource Officer receives a written statement from the employee that he/she does not wish to participate. The employee shall have ten (10) work days to submit this statement to the Chief Human Resource Officer.

13-8-2-2 A minimum level of value of twelve thousand dollars (\$12,000.00) shall be maintained in the Bank. If the available balance falls below twelve thousand dollars (\$12,000.00), the Chief Human Resources Officer shall inform the Association that equivalent days need to be added to the Bank. The Association shall have ten (10) work days to inform its unit employees that each employee shall contribute additional day(s) to the Bank unless the Chief Human Resource Officer receives a written statement from the employee that he/she does not wish to participate. The employee shall have ten (10) work days to submit this statement to the Chief Human Resource Officer.

13-8-2-3 If an employee has not participated in the Bank or has not participated in the most recent solicitation for additional Bank days, the employee must contribute a minimum of two (2) days if he/she chooses to participate during a general solicitation period.

13-8-2-4 The Bank's balance shall carry over from year to year.

13-8-2-5 Within twenty (20) work days of the close of a solicitation period for Leave Bank days, the Chief Human Resource Officer shall forward a summary report to the Leave Bank Committee defined in Article 13-8-4. The summary report will include the financial value that was added to the Bank, the new Bank financial balance, and a list of employees who did not contribute and are therefore ineligible for Bank benefits as described in Article 13-8.

13-8-2-6 If the entire value of the Bank is exhausted at any time, no claim may be made against the Bank until additional equivalent leave has been solicited.

13-8-3 The following conditions shall govern the granting of leave from the Bank:

13-8-3-1 An employee must have contributed to the Leave Bank on the most recent solicitation to be eligible.

- 13-8-3-2 Bank days may not be granted until an employee has used all of his/her temporary and accrued sick leave and available paid time including individual vacation time and compensatory time. Accrued days are defined as accumulated leave from prior years in the District plus temporary leave accrued as of the date of application for Bank. After the initial request and before each succeeding request for Bank days, the first five (5) days of leave will not be covered by the bank but must be covered by absence without pay.
 - 13-8-3-3 The financial value of the equivalent days approved for the individual from the Bank will be deducted from the Bank's balance.
 - 13-8-3-4 An employee may not use more than the equivalent of thirty (30) days during the preceding twelve (12) month period.
 - 13-8-3-5 If an employee is receiving compensation from the District's Workers' Compensation third party administrator, the District's Long-term Disability Insurance, the PERA disability fund, or other District insurance plan, he/she shall not be eligible to receive Bank leave for the same period of time.
- 13-8-4 Leave Bank Committee
- 13-8-4-1 It shall be the responsibility of the employee to apply for Leave Bank days. Application for Bank leave shall be made to the Leave Bank Committee composed of five (5) Association members appointed by the Association. This Committee shall have the responsibility for administration of the Leave Bank.
 - 13-8-4-2 If an applicant feels he/she was improperly denied Bank leave by the Committee, the matter shall be referred to the Executive Board of the Classified Association, which shall make the final decision. The Executive Board of the Association may secure the advice of the District's medical advisor, at the Association's expense, and the Committee before making that decision. The District shall have the right to review the Committee's administration of the Bank and correct, if necessary, any violations of the provisions of this Article by the Committee.
 - 13-8-4-3 By May 1st and October 1st of each year, the Chief Human Resource Officer shall forward a Leave Bank report to the Leave Bank Committee, which shall include the financial balance in the account and a detailed summary of the Bank usage since the last report.
 - 13-8-4-4 The decisions of the Leave Bank Committee shall not be subject to the grievance procedure.

ARTICLE 14 – Workweek

- 14-1 The regular work week for full-time unit employees will consist of forty (40) hours per week. The term “week” shall mean that period of time beginning at 12:01 a.m. Sunday and continuing through 12:00 midnight the following Saturday. Each employee will be scheduled, by the District, to give the maximum benefit to the employee’s particular position.

ARTICLE 15 – Holidays

- 15-1 The Board, in adopting the school calendar each year, approves the number of holidays for employees. Classified employees shall be entitled to those holidays as approved by the Board.
- 15-2 Full-time and part-time twelve (12) month unit employees shall be entitled to a minimum of eight (8) paid holidays during each calendar year of this Agreement. Payment for these approved holidays is included in the adopted salary schedule.
- 15-3 Full-time and part-time nine (9), ten (10), and eleven (11) month unit employees shall be entitled to paid holidays approved by the Board which fall the day before or after a regularly scheduled work day within the employees’ classification during each calendar year of this Agreement. Effective January 1, 1982, the salary schedule for nine (9), ten (10), and eleven (11)month salaried unit employees shall reflect an increase equivalent to seven (7) days of additional pay as payment for said holidays. Holiday payment to nine (9), ten (10), and eleven (11) month hourly unit employees shall be made in the pay period in which the holiday falls. Should the number of paid holidays approved by the Board for full-time and part-time nine (9), ten (10), and eleven (11) month hourly unit employees be less than seven (7) days during any calendar year, the difference in pay between the number of Board approved holidays and seven, shall be included in the December paycheck of affected hourly employees.

ARTICLE 16 – Vacation

- 16-1 Classified twelve (12) month employees shall earn paid vacation time according to the following schedule:

1 through 6 years:	80 hours (10 days) per year
7 through 14 years:	120 hours (15 days) per year
15 plus years:	160 hours (20 days) per year

Vacation leave shall be accrued at the following rates:

10 vacation days:	6.67 hours (.833 days) per month
15 vacation days:	10 hours (1.25 days) per month
20 vacation days:	13.33 hours (1.667 days) per month

- 16-2 For vacation purposes, a month shall be calculated as twenty (20) working days, and the major portion of a calendar month worked shall carry vacation credit for a full month. Vacation time and temporary paid leave of absence shall be included in the computation of vacation accrual.
- 16-3 No more than two hundred and forty (240) hours or thirty (30) days of vacation may be accrued by an employee at any one time. Employees should submit requests for vacation to their

immediate supervisor ninety (90) calendar days prior to the requested date(s) for vacation. The District shall consider requests based on seniority on a first-come basis. The District shall respond to written requests within thirty (30) days of the request. All summer vacation schedules shall be arranged for all employees and reviewed with the immediate administrative supervisor prior to April 1.

- 16-4 Vacations shall be scheduled at the convenience of the District and as nearly as possible at the convenience of the employee. All twelve-month classified employees who resign or whose employment is terminated shall receive the vacation pay to which they are entitled as required by law.

ARTICLE 17 – Meal Periods

- 17-1 Whenever possible, a duty-free meal period of thirty (30) minutes shall be scheduled during the full-time classified employee's work day.
- 17-2 All classified employees are entitled to take one fifteen (15) minute break as near to the middle of each four (4) hour work period as possible. Breaks may not be accumulated within a day and consolidated for a one-half hour break at one time, nor may they be accumulated from one day to the next. Any break not taken is lost to the employee.

ARTICLE 18 – Travel Allowance

- 18-1 Travel allowance shall be paid to any classified employee assigned to more than one building in the School District for the use of his/her own automobile at the District's approved mileage rate. Distances allowed will be those between schools or buildings to which the employee is assigned and shall not include distances between home and assignments.
- 18-2 Travel allowance and other authorized expenses shall be paid to any classified employee who is directed to make a trip either inside or outside the District on school business. Prior approval of the Superintendent must be obtained for out-of-district travel.

ARTICLE 19 – Emergency Calls

- 19-1 The Chief Operating Officer or his/her designee may require a unit employee to report back to work due to an emergency or for an extra assignment. An employee called back to work shall receive a minimum of two (2) hours pay, and will be paid at an overtime rate when applicable.

ARTICLE 20 – Overtime

- 20-1 Overtime at the rate of time and one-half shall be earned by any unit employee working over forty (40) hours during the workweek. Compensatory time accrues at a rate equal to time and one-half for time worked, if an employee has worked over forty (40) hours during the workweek.
- 20-2 All overtime shall have the prior approval of the Superintendent or immediate supervisor. Overtime must be reported on time sheets within the pay period earned.
- 20-3 For the purpose of computing overtime and compensatory time, holidays shall be credited as time worked.

- 20-4 Compensatory time off may be given in lieu of overtime compensation at a rate of not less than one and one-half hours for each hour of overtime worked in accordance with state and federal law. An employee shall be permitted to use accrued compensatory time within two (2) pay periods if doing so would not unduly disrupt the operations of the District and is approved by the immediate supervisor. Failure to take compensatory time within two (2) pay periods will require the time to be switched to standard overtime compensation time. Employees shall be notified in advance of working overtime if compensatory time off is to be utilized in lieu of overtime compensation.

ARTICLE 21 – Employee Benefits

- 21-1 Insurance
- 21-1-1 During school year 2014 – 2015, the District will contribute up to a maximum of four hundred, thirty-one dollars and twenty-six cents (\$438.26) per month or the full monthly premium, whichever is less, on behalf of each full-time and part-time negotiating unit employee enrolled in a District group health insurance plan.
- 21-1-2 During school year 2014 – 2015, the District will contribute the lesser of six dollars and three cents (\$6.03) per month or the full monthly premium toward an individual employee vision care plan on behalf of full-time and part-time negotiating unit employees.
- 21-1-3 During school year 2014 – 2015, the District will make a monthly contribution of twenty-seven dollars and sixty-three cents (\$27.63) on behalf of full-time and part-time negotiating unit employees to an approved group dental insurance plan.
- 21-1-4 For school year 2014 – 2015, the District will contribute two dollars and fifty cents (\$2.50) per month on behalf of each full-time and part-time negotiating unit employee enrolled in the District’s group life insurance plan.
- 21-1-5 For school year 2014 – 2015, the School District will continue to contribute a monthly payment toward disability insurance coverage for classified employees.
- 21-2 Limited part-time employees receive no insurance benefits except for Workers’ Compensation and Unemployment Insurance. Employees who are scheduled to work four (4) hours or more per day but who drop below four (4) hours involuntarily will continue to receive all benefits.
- 21-3 The District shall continue to provide Workers’ Compensation and Unemployment Insurance benefits as required by Colorado State Law.
- 21-4 The Board and Association agree to continue a committee of two (2) administrators appointed by the Superintendent and two (2) unit employees appointed by the Association to investigate the employee benefits program of the District and to make recommendations to the Superintendent regarding such programs.

ARTICLE 22 – Salaries

- 22-1 The salary schedule for school year 2014 – 2015 is reflected in Memorandum of Understanding No. 2 of this agreement.
- 22-2 During school year 2014 – 2015, full-time and part-time nine (9), ten (10), and eleven (11) month employees who have completed eleven continuous years or more of service with the District as of August 1 shall receive an annual lump sum payment of seven hundred and ninety-seven dollars

and sixteen cents (\$797.16) to be added to the first regular monthly payroll check of each calendar year. An additional lump sum of seven hundred and ninety-seven dollars and sixteen cents (\$797.16) will be made to full-time and part-time employees who have completed fifteen (15) continuous years or more of service with the District.

22-3 When an employee has been notified by his/her immediate supervisor to fill a vacancy in a higher level job for the period of ten (10) consecutive working days or more, he/she shall be compensated for such days worked at the rate of the entry step for the higher level job or if this rate is not equal to one (1) full step increase on his/her present schedule level, he/she shall be given the rate of one (1) full step increase on his/her present salary schedule. A vacancy shall mean the replacing of a regular employee whose employment has been officially terminated or whose job classification has been permanently modified.

22-4 An employee in a paraprofessional position is eligible to receive compensation for achievement of an Associate's Degree or Bachelor's Degree according to the following schedule:

Associate's Degree	\$500.00
Bachelor's Degree	\$800.00

22-4-1 The degree must be related to the position held by the employee. Copies of the diploma and official transcript must be presented within thirty (30) days after the semester's completion in which the degree is granted. The educational institute must be a degree granting accredited college or university.

22-4-2 Recognition and payment for a degree will be effective annually on January 1 and will be disbursed in a lump sum. If two (2) degrees have been earned after initial hire, only the higher degree will be honored.

22-5 Compensation of one hundred and fifty dollars (\$150.00) will be provided to an employee in Nutrition Services in the following job classes: Nutrition Assistant, Nutrition Lead Technician/Assistant, Nutrition Supervisor I, II, and III for achievement of certification earned after initial employment.

22-6-1 Recognition and payment for the certification will be effective annually on January 1 and will be disbursed in a lump sum.

ARTICLE 23 – Reduction in Force

23-1 The Board shall determine when reductions in force are necessary and which job categories* or occupations** shall be affected. Employees within affected job categories or occupations shall be considered for retention on the basis of School District need and who meets the qualifications for the remaining positions. The determination of who best meets the qualifications shall rest solely with the Board. The following factors shall be considered when classified staff are to be reduced in force: (a) retirements, resignations and normal attrition shall be considered first; (b) all probationary staff (6 months or less) shall be reduced in force before any regular employee; (c) employees with the least amount of seniority in the District shall be the first to be reduced in force within a job category or occupation; (d) if seniority is the same among employees, evaluation, documented job performance, job related cross-trained skills, affirmative action considerations, and required job skills as determined by testing will identify who is to be reduced in force.

Any employee who is to be reduced shall be so notified in writing at least two (2) weeks prior to the effective date of the reduction. The Board shall forward a list of those employees being reduced to the Association on the same date that the notice of reduction is issued to an employee.

Any employee who is to be reduced in their assignment shall be placed on a re-employment list or lists, as may be required by the effective date of the reduction and shall be eligible for re-employment in the first vacant position for which they are qualified in inverse order of the reduction. The re-employment list or lists shall expire after twelve (12) months of the effective date of the reduction and has precedence over new hires, promotions or other action which would fill a position on a permanent basis.

An employee who is reemployed in his/her previous job title within one year of his/her termination date shall be placed at the step in the salary schedule which was in effect at the time the employee left, and all sick leave benefits which had been accumulated will be reinstated.

***Job Categories** are defined as: Bus Driver, Bus Mechanic, Grounds Foreman, Grounds Workers, Maintenance Worker, Maintenance Technician I, Maintenance Technician II, Lead Maintenance Technician, Building Engineer I, Building Engineer II, Building Engineer III, Building Engineer IV, Court Agency Liaison, Cook/Baker, Nutrition Services Assistant, Nutrition Supervisor I, Nutrition Supervisor II, Nutrition Supervisor III, Paraprofessional Instruction, Paraprofessional Health & Technology, Paraprofessional Special Education, Secretary/Clerk, Secretary School/Office Secretary ACHS, Printer Specialist, Printing Aide, Campus Monitor, Transition Advisor, Warehouse Worker, Lead Warehouse Worker, Assistant Child Care Center Coordinator I, II and III, Group Leaders and Paraprofessionals of Child Care Centers, Cook of Child Care Centers.

***Job Occupations** are defined as: **Paraprofessional Instructional** – child care, office instructional, Title I, attendance liaison, adult literacy program intake coordinator, preschool, media, home visitors, ESL tutors, bilingual, attendance clerk, child care supervisor, speech/language assistant, special populations. **Paraprofessional Health and Technology** –health clerk, technology paraprofessional. **Paraprofessional Special Education** – autism spectrum disorder concentration, behavior team, assistive technology. **Secretary/Clerk** – entry level secretaries, counseling secretaries, coordinator’s secretaries, director’s assistant secretaries, Alternative high school principal’s clerks, liaison. **Secretary School/Office** – elementary/middle school principal’s secretary, manager’s secretary, alternative high school principal’s head secretary. **Secretary ACHS** – high school principal’s secretary.

ARTICLE 24 – Early Retirement Incentive Benefit

- 24-1 Subject to the provisions of this Article 24-1, a classified employee who elects to retire in accordance with the provisions of this article 24-1 shall be paid an early retirement incentive benefit by the District.
- 24-2 An employee shall be eligible to be paid an early retirement incentive benefit only if such employee’s retirement request has been submitted to the District by December 31 of the prior school year in which the retirement is to occur, if such employee has at least twenty (20) continuous years of service with the District, each of the last three (3) years of which must average thirty (30) hours of regularly scheduled time per week (this time excludes overtime or temporary assignment), if the retirement request is submitted to the District no later than five (5) years after

the employee qualifies for any PERA retirement benefits and if such employee retires within said five (5) years. It is understood and agreed that no employee shall have less than a five year period within which to request an early retirement benefit. The continuous years of service required for the early retirement incentive benefit shall not be deemed to be interrupted by temporary illness or by absences for purposes of child care. A leave of absence approved by the Board or a military leave pursuant to Title 38 of the United States Code, Sections 2021-2026, and by the Colorado Revised Statutes, 1973, Section 28-3-604 et seq., shall not be considered to be an interruption of the continuous employment required for the early retirement incentive benefit but the time of such leaves of absence shall not be included in computing the required twenty years of service.

- 24-3 The maximum salary on which the early retirement incentive benefit will be computed shall be the employee's twentieth (20th) year salary (benchmark). For purposes of this paragraph, salary shall include the employee's salary schedule placement for the twentieth (20th) year of service plus longevity. The amount of such payment shall be eighty percent (80%) of the salary for the employee's benchmark year. Employees with more than twenty (20) years of service in the District on the effective date of this article (July 1, 1992) will have their benchmark salary frozen at their regular contracted salary as the effective date.
- 24-4 Payment of the retirement incentive shall be made in three (3) equal yearly installments. The first payment shall be given in December of the year retired.
- 24-5 No employee who elects to take the Retired Employee Option under Article 25 will be eligible to receive this Early Retirement Incentive Payment.
- 24-6 The provisions of this Article 24-1 "Early Retirement Incentive Benefits" shall expire at the end of the 2016-2017 School Year. By the end of the school year 2012-2013, a classified employee must meet the eligibility requirements set forth in Article 24 in order to qualify for the Early Retirement Incentive Benefit option in Article 24.

ARTICLE 25 – Retired Employee Option

25-1 Eligibility

- 25-1-1 Currently employed full-time employees with twenty (20) continuous years of service.
- 25-1-2 Complete a full contract year for the number of days specified in the current District Calendar.
- 25-1-3 Any employee who is discharged or is on probation will not receive the retirement incentives. Any employee choosing the Early Retirement Incentive Benefit is not eligible.
- 25-1-4 Any employee who is eligible for the Public Employees' Retirement Association (PERA) retirement income and who has notified the District of the retirement will be eligible for the Retired Employee Option from the School District.

25-2 Conditions for Retired Employee Option

- 25-2-1 The 110 or 140 option is contingent upon staffing allocations, supervisor and human resources approval and is only available for the 2013 – 2014 school year. Only employees with fifteen (15) or more years of continuous service are eligible.
- 25-2-2 The employee shall elect to retire from the School District and receive PERA retirement benefits. For the next school year immediately following the date of retirement, the employee shall work full-time for the School District.
- 25-2-3 During the Retired Employee option year, the employee will be placed on the salary schedule commensurate with placement had the employee not elected retirement. Salary will be the net minus the school district's cost of the effective PERA rate.
- 25-2-4 Participation in the Retired Employee Option is for the salary only and does not include coverage for health, dental, vision, life or other insurances nor count toward PERA service credit.
- 25-2-5 Participation will be eligible for seven (7) temporary leave days with no buy back option or sick leave bonus.
- 25-2-6 Any employees on the Retired Employee Option plan are excluded from the collective bargaining agreement and shall be considered as at-will employees.
- 25-2-7 Employees of the negotiating unit who are receiving benefits under the Salary Enhancement Plan or were approved for receipt of benefits under the Salary Enhancement Plan prior to July 1, 2000 shall continue to receive said benefits. Any employee who has received benefits under the Salary Enhancement Plan shall not be eligible to receive the benefits of the Retired Employee Option Plan.

ARTICLE 26 – Job Postings, Interviews, Transfers, and Reassignments

26-1 Posting

- 26-1-1 All vacancies and new unit positions which the District intends to fill shall be posted on the District website. The posting period shall be five (5) working days.
- 26-1-2 The posting notice of the position to be filled will contain the following information: position title, work year, pay range, brief description of duties, basic qualifications required, location of the position, announcement of closing date and application procedures.
- 26-1-3 Employees who desire a transfer or promotion shall submit the appropriate application form provided by the District in accordance with the posting procedures. The employee is responsible for contacting the supervisor to confirm their interest in transferring to the new position.

26-2 Interviews

- 26-2-1 Vacancies for full-time employees will be selected based upon job postings.
- 26-2-2 Interviews shall be requested of qualified applicants.
- 26-2-3 A classified employee shall be appointed to the interview team by the Association Building Representative.

26-3 Involuntary Transfers/Reassignments

26-3-1 Transfers shall take place on the recommendation of the supervisor with the approval of the Superintendent. Reassignments shall take place on the recommendation of the supervisor.

26-3-1-1 A transfer is defined as movement by a present employee to a position in another building or classification. This may or may not involve a change in job responsibilities.

26-3-1-2 A reassignment is defined as a change in job responsibilities which occurs within a building or classification.

26-3-2 An employee may be transferred/reassigned to meet the needs of the District.

26-3-3 An employee shall be provided written notification by the immediate supervisor prior to a transfer.

26-3-4 An employee shall be entitled to a conference to discuss reasons for the involuntary transfer/reassignment with the immediate supervisor and the Chief Human Resource Officer within five (5) working days of receiving notification of the transfer/reassignment. The employee may be accompanied by an Association representative designated by the Association President.

26-3-5 The employee and the immediate Supervisor shall review the expectations and the duties of the new assignment. If necessary, a plan will be jointly developed to ensure that the employee has both the knowledge and skills necessary.

MEMORANDUM OF UNDERSTANDING No. 1 – Private Agreements

It is understood and agreed that during school year 2014 – 2015 the Board shall not enter into any private agreements with any person, company, or corporation to provide services presently performed by employees recognized under this Agreement unless mutually agreed to, in writing, by the parties.

MEMORANDUM OF UNDERSTANDING No. 2 – Compensation

Employees will receive a cost of living adjustment of 2.25% to the salary schedule. Additionally, the District will absorb the cost of PERA of .9% to cover the SAED increase effective January 2014. Longevity will also be provided as earned.

If any other employee group(s) receives cost of living adjustments (COLA) and/or benefits that exceed the stipulations of this agreement, all employees of the CCSEA will receive a comparable adjustment.

Number of contractual days for the following groups:

- Paraprofessional – Instructional (190, 195, increased 2 days)
 - Paraprofessional Instructional
 - Paraprofessional SPED
 - Paraprofessional Child Care
 - Paraprofessional Health and Technology
 - Paraprofessional Preschool
 - Paraprofessional Media
- Secretary/School Office (210, increased 5 days)*Some adjusted by only 3 days
 - Secretary/Clerk
 - Secretary/School Office
- Employees who were listed as 257 day employees will now be increased to 260 days, as follows;
 - Grounds Worker
 - Maintenance Technician I
 - Maintenance Technician II
 - Lead Maintenance Technician
 - Bus Mechanic
 - Bus Dispatcher
 - Bus Driver Coordinator/Trainer
 - Utility Driver
 - Printer Specialist
 - Warehouse Worker
 - Lead Warehouse Worker
 - Building Engineer I
 - Building Engineer II
 - Building Engineer II
 - Building Engineer IV
 - Secretary/Clerk
 - Secretary/School of
 - SWAP Coordinator
 - SWAP Specialist

Employees who are impacted by the District closure of the December and January holiday period are not allowed to work during this time (with the exception of essential Operational employees who shall be adjusted as needed). All employees may use vacation or temporary leave time to be paid during this time, as outlined in Article 16 and Article 13.

If any other employee group(s) receives cost of living adjustments (COLA) and/or benefits that exceed the stipulations of this agreement, all employees of the CCSEA will receive comparable cost of living adjustment (COLA) and/or benefit increases.

MEMORANDUM OF UNDERSTANDING No. 3 – Agreement Orientation

Upon appointment by the Board of Education, all new classified employees will attend an Agreement Orientation. The Association shall be responsible for presenting an orientation session two times per month during regular school hours. Instructions on accessing the online Agreement shall be given to all employees at this time. The District shall notify all new classified employees of the date, time, and place of their orientation.

MEMORANDUM OF UNDERSTANDING No. 4 – Evaluation Tools and Process

Beginning with the 2014 – 2015 school year, all district staff will begin using the Employee Self-Appraisal Form and the Performance Evaluation Review Form on an annual basis.

All other process and procedures with regards to evaluations shall be in compliance with Board policies with the exception that all employees must receive the completed evaluation on an annual basis. The evaluation must be provided ten (10) working days before the end of the school year for instructionally related employees and no later than June 30 for non-school based employees.

MEMORANDUM OF UNDERSTANDING No. 5 – Compensation and Job Description Evaluation

A team comprised of members of both CCSEA, District Administration and an outside consultant (TBD) will continue to work together as a team during the 2014 – 2015 school year to evaluate classified job descriptions/titles and determine correct placement of jobs on the Classified compensation schedule. The majority of jobs will be evaluated no later than November 1, 2014. The CCSEA President and the Chief Human Resource Officer shall sign off on all the revised descriptions no later than March 1, 2015.

Any employees who are in positions that are adjusted to a lower pay grade will not have their compensation reduced but will be placed at the top of the range, or will be placed outside of the range red circle [red circle means those positions would not receive additional compensation (unless negotiated) until the range reaches those individuals who are placed outside the range]. Any employees who are in positions that are adjusted to a different pay grade that results in being placed in lower compensation will be adjusted to the salary step closest to their present salary level. Any positions that are adjusted to a higher pay grade will receive their adjustment at the start of their contract for the 2015 – 2016 school year.

MEMORANDUM OF UNDERSTANDING for MILL LEVY

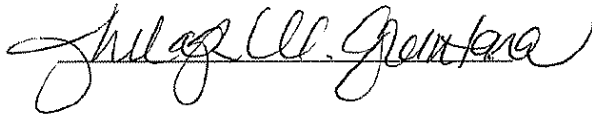
If November 2014 Mill Levy is approved an additional one percent (1%) COLA increase will be applied to the Salary Schedule retroactive to the start of the 2014-2015 school year to begin being paid with the first paycheck received in January 2015.

Adams 14

COLORADO CLASSIFIED SCHOOL

EMPLOYEE ASSOCIATION

Signature

Handwritten signature of Julia C. Grant in cursive script, written over a horizontal line.

Date: 6-24-14

Adams 14

DISTRICT

Signature

Handwritten signature of Robert Voshro in cursive script, written over a horizontal line.

Date: 06/24/14

APPENDIX A – Accrual Chart

ACCRUAL CALCULATION FOR TEMPORARY LEAVE							
A	B	C	D	E	F	G	H
				(C x D)	(3 x A)	(E - F)	(G / 12)
	TOTAL CONTRACT	TOTAL WORK	ACCRUAL RATE	YEARLY	3 DAYS UP FRONT	BALANCE	MONTHLY ACCRUAL
HOURS	DAYS	DAYS	(HOURS)	(HOURS)	(HOURS)	(HOURS)	(HOURS)
8.00	257	246	0.0538	105.8784	24.00	81.8784	6.8232
6.00	257	246	0.0538	79.4088	18.00	61.4088	5.1174
4.00	257	246	0.0538	52.9392	12.00	40.9392	3.4116
3.75	257	246	0.0538	49.6305	11.25	38.3805	3.1984
10.00	206	195	0.0538	104.9100	30.00	74.9100	6.2425
7.00	232	225	0.0538	84.7350	21.00	63.7350	5.7941
8.00	230	223	0.0538	95.9792	24.00	71.9792	6.5436
8.00	210	203	0.0538	87.3712	24.00	63.3712	6.3371
4.50	210	203	0.0538	49.1463	13.50	35.6463	3.5646
8.00	195	188	0.0538	80.9152	24.00	56.9152	5.6915
7.50	195	188	0.0538	75.8580	22.50	53.3580	5.3358
7.00	195	188	0.0538	70.8008	21.00	49.8008	4.9801
4.00	195	188	0.0538	40.4576	12.00	28.4576	2.8458
3.50	195	188	0.0538	35.4004	10.50	24.9004	2.4900
8.00	190	183	0.0538	78.7632	24.00	54.7632	5.4763
7.50	190	183	0.0538	73.8405	22.50	51.3405	5.1341
7.00	190	183	0.0538	68.9178	21.00	47.9178	4.7918
6.00	190	183	0.0538	59.0724	18.00	41.0724	4.1072
5.00	190	183	0.0538	49.2270	15.00	34.2270	3.4227
5.50	190	183	0.0538	54.1497	16.50	37.6497	3.7650
4.00	190	183	0.0538	39.3816	12.00	27.3816	2.7382
8.00	187	180	0.0538	77.4720	24.00	53.4720	5.3472
5.00	180	180	0.0538	48.4200	15.00	33.4200	3.3420
8.00	185	178	0.0538	76.6112	24.00	52.6112	5.2611
7.00	185	178	0.0538	67.0348	21.00	46.0348	4.6035
6.50	185	178	0.0538	62.2466	19.50	42.7466	4.2747
6.25	185	178	0.0538	59.8525	18.75	41.1025	4.1103
6.00	185	178	0.0538	57.4584	18.00	39.4584	3.9458
5.75	185	178	0.0538	55.0643	17.25	37.8143	3.7814
5.50	185	178	0.0538	52.6702	16.50	36.1702	3.6170
5.00	185	178	0.0538	47.8820	15.00	32.8820	3.2882
4.00	185	178	0.0538	38.3056	12.00	26.3056	2.6306
3.75	178	178	0.0538	35.9115	11.25	24.6615	2.4662
3.50	178	178	0.0538	33.5174	10.50	23.0174	2.3017
3.00	178	178	0.0538	28.7292	9.00	19.7292	1.9729
2.00	178	178	0.0538	19.1528	6.00	13.1528	1.3153

APPENDIX B – Salary Schedule

Salary Schedule:

Minimum days/hours, you may be required to work additional times based on district need.

“Unit Employees” as used in this Agreement shall refer to the following employees represented by the Association:

Grounds Worker (260 Days/8 hours)
Maintenance Technician I (260 Days/8 hours)
Maintenance Technician II (260 Days/8 hours)
Lead Maintenance Technician (260 Days/8 hours)
Bus Mechanic (260 Days/8 hours)
Bus Driver (Route hours bid, 178 days, routes bid by seniority)
Dispatcher (260 Days/8 hours)
Bus Driver Coordinator/Trainer (260 Days/8 hours)
Utility Driver (260 Days/8 hours)
Printer Specialist (260 Days/8 hours)
Warehouse Worker (260 Days/8 hours)
Lead Warehouse Worker (260 Days/8 hours)
Building Engineer I (260 Days/8 hours)
Building Engineer I STARS Early Learning Center (232 Days/7 hours)
Building Engineer II (260 Days/8 hours) Elementary Head
Building Engineer III (260 Days/8 hours) Field House, Middle School Head
Building Engineer IV (260 Days/8 hours) High School Head
Secretary/Clerk (215 Days/8 hours)
Secretary/Clerk (260 Days/8 hours)
Secretary/School Office (215 Days/8 hours)
Secretary/School Office (260 Days/8 hours)
Secretary ACHS/STARS Early Learning Center – Sanville (235 Days/8 hours)
Paraprofessional Instructional (192 Days/7 hours)

Paraprofessional Health and Technology (192 Days/7 hours)
Paraprofessional Health and Technology (192 Days/8 hours)
Paraprofessional Health and Technology (197 Days/7 hours)
Paraprofessional Health and Technology (197 Days/8 hours)
Paraprofessional Transportation (Route hours bid, 178 days, routes bid by seniority)
Attendance Clerk/Liaison (197 Days/8 hours)
Paraprofessional Special Ed. (192 Days/7 hours)
Paraprofessional Group Leader/Preschool (192 Days/7 hours)
Campus Monitor (187 Days/8 hours)
SWAP Specialist (260 Days/8 hours)
Nutrition Service Assistant (187 Days/2 hours)
Nutrition Service Baker (187 Days/4 hours)

Nutrition Supervisor I (187 Days/8 hours)
Nutrition Supervisor II, Adams City High School (187 Days/8 hours)
Nutrition Service Driver (187 Days/4 hours)
Before and After School Coordinator (192 Days/5.5 hours)
Assistant Child Care Center Coordinator I (232 Days/8 hours)
Assistant Child Care Center Coordinator II (232 Days/8 hours)
Assistant Child Care Center Coordinator III (232 Days/8 hours)

Range #	Position or Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	Nutrition Services Assistant Nutrition Services Baker	\$10.05	\$10.57	\$11.13	\$11.71	\$12.31	\$12.97	\$13.63	\$14.33
2	Nutrition Services Lead Assistant	\$10.78	\$11.35	\$11.93	\$12.55	\$13.20	\$13.90	\$14.61	\$15.37
3	Attendance Liaison High School Site Coordinator Paraprofessional - Instructional Paraprofessional - Media Paraprofessional - Preschool Parent Liaison STARS/Bridges Site Coordinator	\$11.51	\$12.10	\$12.73	\$13.41	\$14.09	\$14.83	\$15.60	\$16.41
4	Paraprofessional - Health & Technology Paraprofessional Group Leader/Preschool	\$12.23	\$12.87	\$13.54	\$14.23	\$14.98	\$15.76	\$16.58	\$17.44
5	Building Engineer I Paraprofessional - Bus/Special Ed Paraprofessional - Special Education STARS Building Engineer I	\$12.96	\$13.62	\$14.33	\$15.07	\$15.85	\$16.69	\$17.55	\$18.47
6	No Positions	\$13.67	\$14.39	\$15.13	\$15.91	\$16.75	\$17.61	\$18.53	\$19.49
7	Academy/Department Secretary Campus Monitor Child Find Secretary High School Registrar Medicaid Assistant Nutrition Secretary Nutrition Supervisor I	\$14.39	\$15.15	\$15.92	\$16.76	\$17.63	\$18.54	\$19.50	\$20.52
8	Building Engineer II Nutrition Driver Warehouse Worker I	\$15.12	\$15.91	\$16.73	\$17.60	\$18.53	\$19.47	\$20.50	\$21.57
9	Bus Driver Bus Driver- Utility Nutrition Supervisor II	\$15.81	\$16.67	\$17.53	\$18.45	\$19.41	\$20.43	\$21.48	\$22.60
10	Alternative High School Secretary (218 Days) Assistant Coordinator of Operations Building Engineer III Elementary School Secretary Grounds Worker ILC Secretary Lead Warehouse Worker Middle School Secretary Sanville Preschool Secretary STARS Preschool Secretary Truancy Secretary	\$16.56	\$17.42	\$18.33	\$19.28	\$20.29	\$21.35	\$22.45	\$23.62
11	Building Engineer IV Bus Driver Training Coordinator	\$17.28	\$18.19	\$19.13	\$20.13	\$21.18	\$22.28	\$23.43	\$24.66
12	Dispatcher LAHS Childcare Director Secretary, ACHS Principal SWAP Coordinator SWAP Specialist	\$18.01	\$18.94	\$19.93	\$20.96	\$22.05	\$23.21	\$24.40	\$25.68
13	Printer Specialist	\$18.73	\$19.71	\$20.72	\$21.81	\$22.94	\$24.14	\$25.40	\$26.71
14	Vehicle Mechanic Maintenance Technician I	\$19.45	\$20.48	\$21.54	\$22.66	\$23.83	\$25.07	\$26.38	\$27.75
15	After School Liaison Bridges Coordinator	\$20.18	\$21.22	\$22.35	\$23.51	\$24.72	\$26.00	\$27.35	\$28.79
16	Maintenance Technician II- Painter	\$20.91	\$22.00	\$23.15	\$24.34	\$25.61	\$26.94	\$28.35	\$29.82
17	Lead Vehicle Mechanic Maintenance Technician II- HVAC, Refrigeration, Locksmith, Plumber, Carpentry	\$21.64	\$22.76	\$23.95	\$25.19	\$26.50	\$27.89	\$29.33	\$30.85
18	No positions	\$22.36	\$23.53	\$24.75	\$26.03	\$27.38	\$28.82	\$30.31	\$31.89

Please note: If work day is less than 4 hours, holidays are not included.