

**AGREEMENT**

**Between**

**THE BOARD OF EDUCATION**

**and the**

**BOULDER VALLEY CLASSIFIED EMPLOYEES' ASSOCIATION**

**of the**

**BOULDER VALLEY SCHOOL DISTRICT RE 2J**

**EFFECTIVE DATES:**

July 1, 2020 – June 30, 2023

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## PREAMBLE

1. The Board of Education and the Boulder Valley School District RE 2J, hereinafter referred to as the Board, and the Boulder Valley Classified Employees, affiliated with the Colorado Education Association and the National Education Association, hereinafter referred to as the BVCEA, recognize and declare that providing an education of the highest feasible quality for children within School District RE 2J is the objective of the School District and that supporting services provided by competent employees are a necessary ingredient in attaining this objective.
2. The Board and the BVCEA further recognize:
  - A. **SCHOOL BOARD RESPONSIBILITIES:** The Board shall have the sole right to direct and control all District operations, to direct the work force and hire employees when needed, to transfer or relieve employees from duty because of the lack of work or other legitimate reasons, and, in accordance with its operational requirements, to establish, change, or introduce new or improved methods, standards or facilities.
  - B. Attainment of the objectives of support to the education program conducted in the District requires mutual understanding and cooperation between the Board, the administrative staff and the employees. To this end good faith negotiations between the Board and the BVCEA with a free and open exchange of views are desirable.

NOW THEREFORE, The Board and the BVCEA agree as follows:

### **ARTICLE 1 – DEFINITIONS**

- A. The term “District” as used in this Agreement shall mean the Boulder Valley School District RE 2J.
- B. The term “Superintendent” as used in this Agreement shall mean the Superintendent of the Schools of Boulder Valley School District RE 2J.
- C. Unit C consists of regular and part-time employees in the Operations, Maintenance, Food Service and Transportation departments by excluding call-in substitutes and temporary employees. The employee groups shall be defined as follows:

Regular Employees: BVCEA employees who work twenty (20) or more hours per week on a regular basis are eligible for all fringe benefits.

Part-Time Employees: BVCEA employees working less than twenty (20) hours per week.

- D. Calendar year, fiscal year and school year: calendar year is January 1 to December 31; fiscal year is July 1 to June 30; and school year is defined annually by the Board of Education.
- E. "Lead" is a nonsupervisory employee who directs the work of other employees but does not evaluate, handle discipline, or make hiring decisions.
- F. "Essential Personnel" are employees who may be required to work on days declared as an emergency closure for the school district.
- G. "Job classification" is a discrete grouping of positions, categorized by job title, job description, duties, work shift, and specific responsibilities.

## **ARTICLE 2 – GENERAL**

- A. The Board shall continue its policy of not discriminating against any employee on the basis of race, creed, age, color, national origin, sex, ethnicity, gender identity/expression, sexual orientation, disability, marital status or membership or non-membership in any employee organization.
- B. The BVCEA shall continue to admit persons to membership without discrimination on the basis of race, creed, age, color, national origin, sex, ethnicity, gender identity/expression, sexual orientation, disability, or marital status.
- C. No change, rescission, alteration or modification of this Agreement in whole or part shall be valid unless the same is ratified in writing by both the Board and the BVCEA.
- D. This Agreement shall be governed and construed according to the constitution and laws of the State of Colorado.
- E. In case of any direct conflict between the express provisions of this Agreement and any Board of BVCEA policy, practice, procedure, custom or writing not incorporated in this Agreement, the provisions of this Agreement shall control.
- F. **EFFECTIVE LAW**

If any provision or section of this Agreement is in contravention of the laws or regulations of the United States or the state, county or city where employees covered by this Agreement are employed, such provision shall be superseded by the appropriate provision of such law or regulations, so long as same is in force or effect, but all other provisions of this Agreement shall continue in full force and effect.

G. NO STRIKE CLAUSE

The parties agree to adhere to the contract in all respects and that all grievances shall be settled promptly in accordance with the grievance procedure, and no individual or collective action to slow down, interrupt, or terminate the work of any employee or employees will occur during the term of this Agreement. Any employee who engages in such actions, shall be subject to immediate discharge or other discipline. Such discipline is subject to the grievance procedure.

**ARTICLE 3 – RECOGNITION**

A. The Board recognizes the BVCEA as the sole and exclusive bargaining agent as regards wages, rates of pay, hours of employment and other conditions of employment for all employees in Unit C. Unit C consists of all regular (not temporary) employees in the Operations, Maintenance, Food Service, Transportation (including Bus Assistants, Security and all lead workers, but excluding all administration, office, professional and technical employees, call-in substitutes and temporary employees).

B. The District shall provide for payroll deduction for membership dues for members of the BVCEA. Deductions for BVCEA dues shall be voluntary. Employees will be required to complete a payroll deduction authorization and file it with the payroll office prior to any payroll deduction being made for this purpose. The District shall forward the aggregate of all such dues collected to the Treasurer of the BVCEA by the fifteenth of the month following the month for which collected.

C. BVCEA REPRESENTATIVES

1. The District will recognize members of the negotiating committee as provided for under Article 4 and members of the BVCEA who have been assigned a specific role in the Grievance Procedure under Article 5 of this Agreement.
2. No BVCEA member assigned a role in the above procedures will be recognized under the terms of this Agreement until the President of the BVCEA has notified the Assistant Superintendent of Human Resources in writing.
3. Time required by officers and stewards of the BVCEA for meetings called by the Administration on District and/or BVCEA matters during working hours shall be paid for by the District.
4. In the exercise of any function outlined in the Agreement, the BVCEA officer must notify his/her supervisor and the supervisor of the department or school where the official is going for the transaction of valid BVCEA business.

5. For the purpose of the grievance procedure, under Article 5 of this Agreement, BVCEA may designate up to twelve (12) employees to serve as area stewards. The BVCEA will determine its method of selection. The President of BVCEA and one area steward shall be designated chief stewards. In the event an area steward is unable or unwilling to process a grievance, the chief steward may do so.
- D. MAIL: The BVCEA may make reasonable use of the District's mail services for communication to employees.
- E. ASSOCIATION BUSINESS: The internal affairs of the Association shall generally be conducted on off duty hours, however, the District grants BVCEA ten (10) days of paid leave for the work year, called BVCEA leave, for its representatives to attend workshops and conferences and to pursue other internal Association business. The amount of leave is to be allocated to individual members at the discretion of BVCEA. The BVCEA will designate a person to record and report the use of such leave. The individual taking such leave shall notify his/her supervisor when he/she intends to be on BVCEA leave, and shall use such leave in the manner, and at the times, that is least disruptive to the District's work requirements.
- F. USE OF FACILITIES: The Association shall be granted the use of school building facilities for holding local Association building meetings. Association representative council meetings, general membership meetings and committee meetings for conducting official Association business provided reasonable notice is give to the Superintendent or his designated representative, and further, provided such meeting does not interfere with or disrupt the normal operation or use of the facility in question. If a charge shall be made of all other groups for such use, the Association shall be charged the lowest rate charged any other group, or for extra custodian's salary, whichever is lower.
- G. SUPPLIES AND MATERIALS: The Association shall have the right to purchase supplies and other materials from the District, at the price paid by the District, which are normally stocked in the District Warehouse. Such materials and supplies are to be used solely for Association purposes.
- H. BULLETIN BOARDS: The district agrees to provide each work site bulletin board space or a bulletin board as practicable to be used by BVCEA to post information. The BVCEA representatives shall be responsible for the material appearing on the bulletin boards.
- I. VISITING SCHOOLS: Representatives of BVCEA shall be permitted to visit schools or district sites for carrying out BVCEA business as needed. Such visitations shall not interfere with the educational program or administrative affairs of the school or district site visited. All visitors shall comply with the

District security requirements and the Colorado Revised Statutes covering public buildings.

- J. BOARD MEETING INFORMATION: The Board agrees to make available to BVCEA the complete “information packet” prepared for each Board meeting.
- K. BVCEA Representatives from each department will be given opportunity for input in the planning and evaluation for department-wide in-service/staff development/training. The district will gain input in the planning and evaluation feedback through mutually agreed upon Ad Hoc Committees identified by the District and the Association for any multi-department training offered.

#### **ARTICLE 4 – NEGOTIATIONS PROCEDURE**

- \*A. Either the Board or BVCEA may request negotiations. This shall consist of written request to the other party between December 1 and February 1 in the last contract year. The Salary Schedule and group insurance shall be negotiated each year.
- \*B. On contract reopening for the negotiated agreement to be effective July 1 2023, each party shall be limited to Articles 14 and 15, and items in no more than four additional articles.
- C. Formal negotiations, beginning with the exchange of proposals, shall commence within thirty (30) days of the written request to reopen negotiations. Negotiations will be conducted at times and places mutually agreeable to the parties, and every effort will be made to conclude negotiations expeditiously.
- D. Requests for data and information pertinent to negotiations may be made to the Assistant Superintendent of Human Resources by the BVCEA’s President or the UniServ District. Such appropriate requests shall be honored as soon as possible.
- E. It is anticipated that negotiations normally will be conducted during regular working hours. When such negotiating meetings are held during regular working hours a maximum of five (5) negotiating representatives of the BVCEA shall be released for such purpose from their regular duties without loss of pay.
- F. PROCEDURE FOR IMPASSE: In the event that tentative agreements cannot be reached on all items under negotiation by the negotiations teams, or negotiations have not been concluded by May 10<sup>th</sup>, unless extended written mutual consent, an impasse shall exist, and the following procedure shall be followed:
  - 1. Mediation: The issues in dispute shall be submitted to a mediator for the purpose of inducing the Board and the Association to make a voluntary agreement.



2. Unless both sides agree otherwise, the Board and the Association shall, within five (5) days of the declaration of impasse, submit a written request for a mediator to the American Arbitration Association.
3. The request to the American Arbitration Association shall ask that a list of five (5) qualified mediators be submitted to the Board and the Association.
4. The mediator shall be selected by the Board and the Association five (5) business days after receipt of the names of mediators. The procedure shall be (unless mutually agreed otherwise) for each party to alternately strike names from the list until only one (1) name remains. This person shall then be asked to mediate the dispute. The party striking first shall be determined by lot. If the mediator declines to accept, the last two names stricken from the list shall be sent to the American Arbitration Association with the request to select the mediator from between the two.
5. The form, dates and times of meetings shall be arranged by the mediator. The mediator shall meet with representatives of the Board and the Association either separately or together.
6. If mediation fails in whole or party, the mediator shall report the issues that remain in dispute to the Board and the Association.
7. The cost for services of the mediator or the A.A.A., including per diem expenses, if any, and necessary and actual travel expenses, shall be shared equally by the Board and the Association

G. **FACT FINDING:** If the mediation procedure described above has failed to bring about agreement on all issues, either party acting through their representative may request in writing that the issues which remain in dispute be submitted to an advisory fact-finder. Unless the parties agree otherwise, the method of selection of the fact-finder shall be the same as that for the selection of a mediator as described in Article 4-F.1 through F-4.7. Prior to either party agreeing to fact-finding, the parties will hold a pre-hearing conference with the fact-finder to determine the process and the issues.

1. The fact-finder will have authority to hold meetings and confer with any parties deemed advisable in seeking to uncover pertinent facts, but he/she will not have authority to incur any costs other than his/her own fee without prior agreement of the Board and Association.
2. The fact-finder shall provide a written report to the two parties within thirty (30) calendar days after the hearings have commenced.
3. Representatives of the Association and the Board shall meet within five (5) days after receiving the recommendations of the fact-finder to review and

clarify the recommendations. The parties may agree to amend the recommendations at this meeting.

4. The recommendations of the fact-finder and any tentative agreements reached prior to fact-finding shall be submitted to the Association and the Board for action, unless the parties have previously agreed to amend the recommendations in the meeting described in B-6.2.3 above. In such cases, the amended report will be submitted along with the tentative agreements for the ratification vote.
  5. All costs incurred in the above process are to be shared equally by the Board and the Association.
  6. Nothing herein shall preclude the parties from agreeing to combine the mediation and fact-finding processes under one neutral.
- H. Agreements reached as a result of the negotiations described herein will be reduced to writing, will be signed by the Board and the BVCEA, and will constitute the conditional Agreement between the parties, subject to reopening as outlined in “A” above.
- I. INTERIM NEGOTIATIONS: It is recognized by the Board of Education and the BVCEA that all situations and developments could not be anticipated at the time this Agreement was negotiated. Change(s) in the Agreement during its effective dates may be negotiated when the parties mutually agree that proposed change(s) is necessary. If as a result of such negotiations agreement is reached on proposed change(s), such change(s) will be presented to the BVCEA’s Executive Board and the Board of Education for ratification. If both parties ratify the proposed change(s), such change(s) will be signed by the Board and the BVCEA president and will become amendment(s) to the existing Agreement. If the issue(s) under consideration in interim negotiations cannot be resolved, the issue(s) may become topic(s) for the next negotiations.
- J. All financial obligations of the Board (within the meaning of the term “financial obligations” under Article X, Section 20 of the Colorado Constitution – Amendment One and CRS 22-32-110(5) and CRS 22-44-115) set forth in this Agreement are subject to annual appropriation by the Board.
- \*K. The District shall supply all members of Unit C with an electronic copy of the Negotiated Agreement. The Negotiated Agreement will also be available on the District website. If an employee perceives that printing out a hard copy of the contract is considered a hardship, they can make written appeal to their immediate supervisor or Human Resources for the purposes of securing a hard copy.

## ARTICLE 5 – GRIEVANCE PROCEDURE

### A. DEFINITIONS

1. A “grievance” shall mean a complaint by a member or group of members or by BVCEA that there has been a violation, a misinterpretation, or inequitable application of any of the provisions of this Agreement, or of any BVSD Board of Education policy concerning terms and conditions of employment, except that the term grievance shall not apply to any matter as to which (1) the method of review is prescribed by law, or (2) the Board is without authority to act.
2. The “grievant” is an employee or employees asserting a grievance.
3. A “party of interest” is an employee who might be required to take action or against whom action might be taken in order to resolve a grievance.
4. “Days” as referred to in this grievance procedure shall be defined as working days.
5. “Initiated” shall mean upon initial discussion of the grievance at a joint meeting between representatives of the District and BVCEA or upon receipt of grievance report form at Human Resources.

### \*B. PROCEDURES

Any grievance or dispute, which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

All grievances must be initiated within ten (10) days after the grievant knew, or should have known, of the act or condition, which is the basis for the grievance. The parties agree that prior to the filing of a grievance at Step One or Two, the concern may be brought forward at any of the regularly scheduled meetings of the District Human Resources staff and the representatives of BVCEA with the goal of attempting to problem-solve the concerns. This informal effort will be considered by both parties as extending the time limits of the filing of the formal grievance. If the informal problem solving is not successful, BVCEA may advance the grievance to Step One or Two as appropriate.

During the processing of a grievance through the various steps of the grievance procedure, timely filing must be made or the grievance will be waived. If mitigating circumstances exist, these time limits may be extended by mutual agreement.

**STEP ONE:** A grievance will first be discussed with the grievant’s immediate supervisor/administrator with the objective of resolving the matter informally, at

which time the grievant (1) may request that the BVCEA representative, as specified in GBM-R, be in attendance, or (2) may request that the BVCEA representative act in the grievant's behalf and file the formal step one grievance report form with the Human Resources Division. The immediate supervisor/administrator will provide a written answer to the grievance within five (5) days and will provide a copy of that decision to the BVCEA President, the UniServ Director, the grievant, the department head and Assistant Superintendent of Human Resources.

STEP TWO: If the grievance has not been resolved at step one, it may be appealed in writing by the BVCEA to the Assistant Superintendent of Human Resources in step two of this procedure within 10 days from the BVCEA's receipt of the supervisor's answer.

The Assistant Superintendent and/or representative(s) will meet with the grievant and their chosen representative within five (5) days after receipt of the written grievance in an effort to resolve the grievance.

STEP THREE: If the grievance has not been resolved at step two, or if no decision has been rendered in writing within ten (10) days after the hearing, the grievance may be appealed to the District's Superintendent within five(5) days after receipt of the written answer or the ten (10) day period in which no decision was rendered. The Superintendent and/or representative(s) will meet with the grievant, the BVCEA President and/or the Chief Steward within ten (10) days after receipt of the written grievance in an effort to resolve the grievance.

Within ten (10) days after hearing the grievance, the Superintendent will render a written decision and either present it or send it by U.S. Mail to the grievant and to all parties officially present at the hearing, as well as the President of the BVCEA. STEP FOUR: If the grievance has not been resolved at step three, or if no decision has been rendered in writing within ten (10) days after the Superintendent heard the grievance, the BVCEA may request arbitration. Such request must be made within fifteen (15) days after receipt of the written answer or the ten (10) day period in which no decision was rendered.

Within ten (10) days of the demand for arbitration, the Board and/or representative(s) and the BVCEA and/or representatives will select an arbitrator. In the event the parties are unable to agree on an arbitrator, selection shall be made in the manner provided below.

In the event the parties are unable to agree up on an arbitrator within ten (10) days following the BVCEA's notification to the Superintendent an arbitrator shall be selected as follows:

The Federal Mediation and Conciliation Service shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the

employer and the BVCEA shall have the right to strike two names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

**ROLE OF THE ARBITRATOR:** The arbitrator shall not amend, take away, add to, or change any of the provisions of this Agreement. The arbitrator may consider only the particular issue or issues submitted to him/her in writing by the Board and the BVCEA, and his/her decision must be based solely on the interpretation of this Agreement.

The arbitrator will have authority to hold hearings and make procedural rules. He/she will issue a report within a reasonable time and after the date of the close of hearings, or if oral hearings have been waived, then from the date the final statement and evidence are submitted to him/her. The arbitrator's report shall be submitted in writing to the Superintendent and the BVCEA only, and shall set forth his/her findings of fact reasoning, conclusion and recommendation on the issue submitted. The arbitrator's recommendations shall be consistent with law and terms of the District's policies and contracts. His/her report shall be advisory only and binding on neither the Board nor the BVCEA.

The arbitrator shall be requested to issue his/her decision within thirty (30) days after submission of briefs, if any, or the conclusion of testimony and argument. Expenses for the arbitrator's services and the proceedings shall be borne equally by the employer and the BVCEA. However, each party shall be responsible for compensating its own witnesses and representatives. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the arbitrator.

**C. LEGAL ACTION:**

If any member of the BVCEA elects to pursue any legal or statutory remedy for any alleged breach of negotiated agreement or any alleged violation of his/her rights there under, such election will bar any further or subsequent proceedings for relief in said grievance under the provisions of this grievance procedure.

**D.** Within ten (10) days of the receipt of the arbitrator's report, a meeting between the Association and the Board representatives will be held to discuss the report. No public release may be made until after such meeting. Each party will advise the other of its position on the arbitrator's decision and the reasons therefore.

**E.** The Board shall take official action on the report of the arbitrator not later than thirty (30) days after receipt of the arbitrator's recommendations.

- F. The Board of Education will make available to any aggrieved person and/or representative(s) all pertinent information not privileged under law in its possession and control and which is relevant to the issues raised by the grievance.
- G. All written or printed matter dealing with the grievance will be filed separately from any other records maintained by the District and will not become part of the personnel file of the grievant.
- H. Neither the Board of Education nor any member of the administration will take reprisals of any nature against any grievant, party of interest, Association representative, or any other participant in the Grievance Procedure because of participation in the Grievance Procedure (See also Article 7 L-5).
- I. If, in the judgment of the Association, the grievance affects a group of Unit C members and two or more supervisor or no immediate supervisor, the Association may submit such a grievance in writing to the appropriate level assistant superintendent and the processing of the grievance shall begin at Step Two.

#### **ARTICLE 6 – DISCIPLINE OR DISCHARGE**

- \*A. The District may discipline or discharge employees for just cause. Disciplinary actions include:
  - 1. Oral discussion
  - 2. Written reprimand
  - 3. One to 10-day Suspension
  - 4. Dismissal

Note: This does not include letters of expectation. Letters of expectation are used to set the expectation around performance and behavior, not as a disciplinary action.
- \*B. The parties agree that discipline should be progressive. Nevertheless, both parties agree that for more serious offenses discipline may start at any level up to and including dismissal.
- C. Any reprimand of any employee shall be done in a manner that will not embarrass the employee before other employees or the public. A written reprimand may be processed through the grievance procedure.
- D. In any case, if the District feels there is just cause for discipline, the employee involved may be suspended with pay for up to ten (10) days with pay pending a final decision in the case.

- \*E. The BVCEA shall be notified and shall have the right to take up the suspension and/or discharge as a grievance at step two of the grievance procedure, and the matter will be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.
- F. Any fact-finding meeting will be held in a timely manner with the employee and his/her BVCEA representative within 10 work days from the disciplinary incident, as feasible. Human Resources will give notice to the BVCEA representative and employee at least 24 hours in advance of the meeting not counting non-work days.
- \*G. Employees shall have the opportunity to review their personnel file and submit written request to the department of Human Resources that a prior infraction which occurred more than three (3) years previous be redacted from their personnel file. The decision of the Assistant Superintendent of Human Resources will be final.

## **ARTICLE 7 – HOURS OF WORK AND OVERTIME**

### **A. WORK WEEK AND SCHEDULES**

1. The work week shall consist of up to 40 hours per week as scheduled by the department. Reasonable overtime in excess of this work week may be assigned by the District.
2. The work week runs from Sunday at 12:00am through Saturday at 11:59pm.
3. Except for emergency situations, work schedules should not be temporarily altered without notice during the previous week.
4. If the employee's off days are rescheduled the employee will receive a 25% premium for all hours worked on the rescheduled days.

### **B. WORK SHIFTS**

In addition to basic wage rates, employees will be paid a shift premium as set forth in Article 14, for all hours on second and third shifts. An employee's shift will be determined by the start time for the entire work day in their regular scheduled assignment. In the event an employee is required to work beyond their regular assignment and the work begins in a shift outside of their assignment then the appropriate differential will be applied.

**FIRST SHIFT:** Any regular shift that begins at or after 4:00 a.m. and before 12:00 noon.

SECOND SHIFT: Any regular shift that begins at or after 12:00 noon and before 7:00 p.m.

THIRD SHIFT: Any regular shift that begins at or after 7:00 p.m. and before 4:00 a.m.

C. REST PERIODS

All employees' work schedules shall provide for a 15 minute rest period during each four (4) hour shift. The rest period shall be scheduled at the middle of each four (4) hour shift whenever this is feasible.

D. MEAL PERIODS AND REIMBURSEMENT

1. All employees shall be granted a duty-free lunch period without pay during each work shift of at least four (4) hours. This period shall be thirty (30) minutes in duration. Whenever possible, the lunch period shall be scheduled at the middle of each shift. If an employee's work schedule does not specify a lunch period without pay, such as Security, Kitchen Managers and Cooks, they will be paid for all time worked.
2. The District shall furnish a meal or pay an employee \$8.00 when they are requested to and do work two hours beyond eight (8) hours in one day. The employee shall receive an additional \$8.00 payment for every four (4) hours thereafter while he/she continues to work. The employee must submit a meal ticket within thirty (30) calendar days of when the meal ticket was earned as back up for the payment. Meal payments shall be included in the employee's monthly paycheck and shall be included as part of their taxable income.
3. When an employee's work schedule is based on four 10 hour days per week, the District shall furnish a meal or pay an employee \$8.00 when they are requested to and do work two (2) hours beyond the ten (10) hours in one day. The employee shall receive an additional \$8.00 payment for every four (4) hours thereafter while he/she continues to work. The employee must submit a meal ticket within thirty (30) calendar days of when the meal ticket was earned as back up for the payment. Meal payment shall be included in the employee's monthly paycheck and shall be included as part of their taxable income.

\*E. OVERTIME

1. When an employee is requested by his/her supervisor to work overtime, overtime worked in excess of forty (40) hours per week shall be compensated at the rate of one and one-half (1.5) times the employee's



regular salary. Any paid days are to be considered as days worked in computing overtime.

2. When possible, an employee shall have prior approval of his/her supervisor to work overtime. Time worked in excess of forty (40) hours per week shall be compensated at a rate of one and one half (1.5) times the amount of overtime worked. Overtime can be paid or compensatory time off can be given; the choice is up to the employee. Compensatory time off may be granted at the rate of one and one half (1.5) times the number of overtime hours worked. Normally, compensatory time off must be taken within the same pay period of when it is earned. The scheduling of compensatory time off is subject to the approval of the employee's immediate supervisor.
3. Overtime shall be voluntary when possible and made available as equally as practicable among employees.
4. Employees will be provided with reasonable notice of temporary assignments beyond their normal work day, with the exception of an emergency.
5. When job duties related to inclement weather or other emergency conditions cause an employee to work in excess of forty (40) hours per week, employees will receive notification from their immediate supervisor.

#### F. CALL TIME

Any employee called to work outside of his/her regularly scheduled shift shall be paid by the following guidelines:

1. When employees are called at home during unscheduled work time because of a problem and report to work at a district facility or they are able to resolve the problem/situation at home, they will be paid for the time they work including travel time at the applicable rate of pay. The minimum time they will be paid is two hours. This time must be shown on their timesheets.
2. When employees are called at home to work or to resolve a problem/situation at home and choose not to, the employee will receive no payment.
3. Each department needing employees to be available after assigned work hours will be provided a sign up list for those interested in being called. Only those on the list will be contacted.

## G. REPORTING PAY

1. Failure to notify an assigned employee of a special activity cancellation or a reduction in scheduled time exceeding 20% of the overall expected time of the special activity at least forty eight (48) hours in advance shall entitle the driver to be paid the greater of 90% of the scheduled activity trip time or 2 hours, whichever is greater. The driver must be available for reassignment to similar work in accordance with their job description, if such is available, during the time of the cancelled or reduced schedule to qualify for such payment.
2. No notification will be necessary on the part of the employer in the case of stoppages of work resulting from major mechanical breakdowns, strikes, wars, fires, or acts of God.
3. These provisions will not apply to special assignments cancelled more than 48 hours in advance and/or due to weather and/or to tournament events which may be shortened due to participant eliminations. In these instances, the driver will be paid the actual time worked, if any, with no minimum.

## H. BUS DRIVERS

In addition to the other applicable provisions of the article the following shall apply for bus drivers:

1. Drivers will receive pay for any layover of thirty (30) minutes or less between scheduled driving assignments or district required assignments for which they are not otherwise compensated. Drivers may be expected to perform services, including for example, bus checking and cleaning during any paid time, including layovers. Drivers will have at least fifteen (15) minutes prior to the first route of the day and ten (10) minutes before any subsequent route for the day and ten (10) minutes after each route to perform pre and post trip duties. In addition, drivers may add up to twenty-five (25) minutes per week at their discretion to perform bus cleaning duties. This time may only be added for actual bus cleaning. On days in which adverse weather conditions exist, the supervisor will allocate additional minutes as appropriate.
2. Mid-day bus route assignments, defined as having a report for duty time after 9:30 a.m. but before noon (12:00 p.m.) shall provide a minimum of two (2) hours pay. Employees may be required to provide services, including bus checking and cleaning, during the time of the pay minimum not utilized for driving.

3. Whenever possible, Bus Drivers and Bus Assistants must notify the Dispatch Office at least thirty (30) minutes prior to the scheduled report for duty time.

#### I. SCHOOL/DISTRICT CLOSURES

1. When schools and/or other district offices are closed because of inclement weather or other good reason, the appropriate supervisor will determine which of the Unit C staff shall be expected to report to work. Employees required to work will be allowed compensatory time off on an hour for hour basis for such time worked at a time mutually agreed upon by the employee and the supervisor. If a mutually agreed upon compensatory time is not determined, representatives from Human Resources and the BVCEA will assist in facilitating a solution. The language in Article 7-E OVERTIME will apply as appropriate. Employees not required to report for work will be released during building or department closure without loss of pay. In the event that employees are required to report to work before the announcement of an early morning District closure at schools and/or District Offices, those employees will be given a minimum of two hours of pay/compensatory time. This additional pay or compensatory time will be given at the principal/supervisor's discretion, at the established rate in addition to the regularly scheduled hours for the day.
2. Whenever possible, personnel shall be notified of a District or building closure by 5:00am of the closure.

#### \*J. PROFESSIONAL DEVELOPMENT DAYS

When possible, during professional development days when nutrition services and transportation employees are not scheduled to work, every effort will be made to offer available shifts or work in order to increase hours worked. Whenever available budget resources are lower than the demands for additional work, such additional assignments and work will be offered by seniority.

The District and BVCEA recognize the importance of professional development. At least eight (8) hours of professional development will be provided to all Unit C employees per school year.

Professional development days for teachers may be utilized for Unit C departments to provide additional in-service training opportunities throughout the year to Unit C employees. Employees will receive pay at the established rate for commensurate hours of training received.

## K. KITCHEN OPENING & CLOSINGS

Kitchen Managers will be scheduled to work at least one day before the first day that students are in school and one day after the last day when students are served meals in order to open/close the kitchens and complete any required paperwork.

## \*L. HEALTH AND SAFETY

1. It is the policy of BVSD to take all reasonable and necessary action, consistent with its financial resources, to provide for the safety of its employees.
2. The establishment and maintenance of a safe work environment is the shared responsibility of the district and employees from all levels of the district organization. The district shall attempt to do everything within its control to assure a safe environment.
3. Employees are expected to obey safety rules and to exercise caution in all work activities:
  - a. Employees shall report any unsafe conditions to their immediate supervisor and then to the appropriate Department Director if not resolved. If the issue is still not resolved the employee shall report, in writing, the unsafe condition to Human Resources.
  - b. Safety equipment shall be used as required, including gloves, safety glasses, and seasonally appropriate safety gear. Immediate supervisors will provide all employees with required safety equipment.
  - c. Employees required to clean bodily fluids shall receive training and will be provided safety equipment prior to commencing such work. Safety equipment shall be used as required. Determination of who is required to complete the training will be determined in collaboration with BVCEA and the District.
  - d. First aid supplies will be provided at each district health room. First aid supplies at all other sites will be provided.
4. An employee acting in good faith has the right to refuse to work under conditions that he/she reasonably believes present an imminent danger of death or serious harm, provided that such conditions are not such as normally exist or reasonably might be expected to occur in the occupation of the employee. An employee can refuse to perform assigned tasks if: he/she has reported the condition to the building principal or supervisor and the condition remains uncorrected and no work around is possible; the danger is one that any reasonable person under the same circumstances confronting the employee would conclude is an imminent

danger of death or serious physical harm; and the employee has notified his/her principal or supervisor that he/she is refusing to perform an assigned task and the reasons why. An employee who has refused to perform an assigned task in compliance with this section may be temporarily assigned to alternate tasks which he/she is qualified for at no loss of pay.

5. There shall be no reprisals, restraints, interference, coercion, or discrimination against an employee for filing a report of an unsafe or unhealthy condition, for refusing to work under in accordance with the procedures above (See also Article 5-H).
6. Changes in safety procedures by a department or the district will be reviewed with the Labor-Management Team.
7. Employees will not administer medicines to students unless it is required within their job responsibilities and they are provided appropriate training. Employees will not be required to perform any medically related procedures without prior training.
8. Medical information for students on the school bus will be maintained as needed in the appropriate route file.
9. The District, in conjunction with BVCEA, shall establish and provide training to all Unit C employees on the district's standard response protocols.

When school buildings are in lockout or lockdown or are practicing a lockout or lockdown drill, every effort will be made to notify Unit C employees who are actively working at or transporting to and from the impacted school site.

#### M. ASSIGNMENTS

If an employee feels that he/she is being regularly assigned work that is outside of his/her classification, training or licensure, he/she may request a review of his/her job description and classification through the Human Resources Office and the appropriate supervisor. Once all required information is received in the Human Resources Office, a recommendation will be provided within 20 working days.

#### N. CUSTODIANS

Custodians will be allocated to buildings on the basis of an FTE per square footage formula. The District will make a reasonable effort to staff cleaning areas for custodians according to a formula developed by the District in accordance

with its staffing allocations and funding each year. Prior to finalization of the formula, the Association will be provided the District's proposed formula and have an opportunity to provide input and data.

After the formula has been finalized, some discretion is allowed for deviation from the formula for unique situations that may arise, such as production kitchens. Any deviation must be mutually agreed upon by the parties.

The level of clean will be defined by International Sanitary Supply Association (ISSA) standards. The ISSA defines clean in 5 different levels:

Level 1 - Hospital clean. Cleaning capacity is 14,000 sq. ft. per custodian.

Level 2 - Above average cleaning. Focus is on the kitchen and restrooms. Cleaning capacity is 23,000 sq.ft. per custodian.

Level 3 – Acceptable. Areas are clean, well-kept and restrooms are cleaned and sanitized. Cleaning capacity up to 33,000 sq. ft. per custodian.

Level 4 – Not so clean. Classrooms are cleaned every other day, other tasks done less frequent. Cleaning capacity is 50,000 sq. ft. per custodian.

Level 5 – Unhealthy. Trash removal, vacuuming, and other tasks to be done once a week. Cleaning capacity up to 80,000 sq. ft.

The school buildings will be cleaned to the ISSA guidelines at a level 3 cleaning (guidelines will be provided to all schools). In cases of additional activities or custodial absence, building priorities will be established by the building supervisor, and in those cases where it is not feasible to absorb all the additional work in to the work day, cleaning may drop to a level 4 without ramifications to the individual employee. This will include but not be limited to the following: sporting events, school sponsored events, community schools programs, etc. Maintaining a safe work environment is the shared responsibility of all district employees. Safety concerns will take place over the agreed upon day to day priorities. In this case, cleaning may drop to a level 4.

Custodial staff will not be held responsible for Community School Program setups and cleanups for Community School Program events in accordance with the current Facility/Building Use Terms (See Appendix B).

Each school or facility shall use a communication system to show daily usage throughout the year for the purpose of maximizing building efficiency and effectiveness relative to custodial, security, and safety issues.

A custodian may request through the building principal a review of his/her work area and duties to determine whether the work assigned is reasonable and if

adjustments or accommodations are needed. If such is the case, such adjustments or accommodations will be made as feasible.

## **ARTICLE 8 – HOLIDAYS**

- A. Operations, Maintenance, Security and 12-month Transportation employees working twenty (20) hours or more per week shall be free to observe, with pay, those district observed holidays specified in the school district calendar. The holidays to be considered are: New Year's Day, Martin Luther King, Jr.'s Day in January, Presidents' Day in February, Memorial Day, Independence Day where applicable, Labor Day, Columbus Day or Veterans Day, Thanksgiving Day and the Friday following, and two days at Christmas. The school district calendar, as determined by the Board of Education, will include eleven (11) holidays from those noted in this provision.
- B. Transportation (including Bus Assistants) and Food Service employees working twenty (20) hours or more per week shall be free to observe, with pay, those district observed holidays specified in the school district calendar. The holidays to be considered are: New Year's Day, Martin Luther King, Jr.'s Birthday, Presidents' Day in February, Memorial Day (provided classes are not in session), Labor Day (provided the employee is scheduled to work, and does so, before the holiday), Columbus Day or Veterans Day, Thanksgiving Day and the Friday following, Christmas Eve and Christmas Day. The school district calendar, as determined by the Board of Education, will include ten (10) holidays from those noted in this provision.
- C. Whenever any of the above listed national holidays fall on a Saturday, the preceding Friday shall be the district observed holiday. Whenever the above listed national holidays fall on Sunday, the succeeding Monday shall be the district observed holiday.

If an employee entitled to district observed holiday pay works on such day the employee will receive the district observed holiday pay in addition to one and one half (1.5) times their regular rate of pay for all hours actually worked. This provision is effective only if school is not scheduled on the holiday in question.

If a regular employee working four (4) hours a day or more works on an observed national holiday, the employee will be allowed compensatory time off on an hour for hour basis for such time worked at a time mutually agreed upon by the employee and the supervisor.

If a regular employee working four (4) hours a day or more loses a holiday, such as Memorial Day, due to school being in session, that holiday shall be added as a vacation day to the number of vacation days accrued by that employee.

In order to receive holiday pay, employees must work or be on paid leave, their scheduled day before and their scheduled day after the holiday.

Holiday pay shall be a daily average of the previous full week of pay as defined in Article 7 A.1.

## **ARTICLE 9 - VACATIONS**

### **A. ELIGIBILITY**

Employees who average four or more hours per day per pay period will qualify for and receive vacation leave as provided in this Article.

### **B. ACCRUAL**

Eligible employees shall accrue vacation leave as provided herein for each completed pay period during which the eligible employee works all scheduled days or is on paid leave. The date the employee becomes eligible for vacation leave in Section A above shall be the anniversary date for all eligible service employees in calculating vacation leave. Vacation leave shall accrue in hourly increments. Bus assistants will be included in Section B, items 1 and 2 of this article. This will entitle bus assistants to accrue vacation and receive payment for such vacation per these sections of the Agreement.

Note: for example, same as a Bus Driver would.

1. Except as modified by subsection 2 below, this vacation leave with pay will accrue at the following rates for all eligible service employees.
  - a. During the first five years of employment, at a rate of one of the employee's working days for each pay period;
  - b. Beginning with the sixth year of employment, at a rate of one and one-fourth of the employee's working days for each pay period;
  - c. Beginning with the eleventh year of employment, at a rate of one and three-fourths of the employee's working days for each pay period.
2. Vacation leave for all eligible Food Service and Transportation Department employees who work less than twelve months per year will accrue at the rates specified in subsection 1 above, but shall be credited to the employee as a Year-End Payment rather than as days available for use during the school year:
  - a. Those eligible Food Service and Transportation Department employees who complete the school year in the service of the District shall receive the appropriate Year-End Payment during



July, as a percentage of the total wages paid to the employee during the entire school year.

- b. Those eligible Food Service and Transportation Department employees who terminate employment during the school year will receive a payment for accrued vacation leave at the time of termination.
- c. The amount of Year-End Payment shall be calculated on the following basis:

<u>Vacation Days Accrued</u>	<u>Vacation Hours Accrued</u>	<u>Year-End Payment</u>
1 day/mo.	8/mo.	4.97% of wages paid during the school year
1 ¼ day/mo.	10/mo.	6.21% of wages paid during the school year
1 ¾ day/mo.	14/mo.	8.7% of wages paid during the school year

**\*C. USE OF VACATION LEAVE**

- 1. All vacation time must be taken within the twelve-month period immediately following the close of the fiscal year (June 30) in which it is earned. An employee may carry over vacation time to the next fiscal year provided he/she has received prior written approval from the District Superintendent. Vacation leave not used or approved for carryover will be lost, unless such leave was not taken because the employer disapproved of the employee's request to use such leave, in which case such leave shall either be paid to the employee at the end of the fiscal year or shall be carried forward to the next year at the employee's discretion. Vacation may be taken in hourly increments or fraction of an hour absence.
- 2. Scheduling: Whenever possible vacations shall be granted for the time requested by the employees. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his/her choice of vacation period. Supervisors may establish vacation leave request and approval timelines, as deemed appropriate.

D. PAYMENT UPON SEPARATION

An employee shall receive payment for the unused vacation he/she has accumulated at the time of separation, including any accrual for the current work year.

Employees who are laid off as a result of lack of work will receive earned vacation pay.

In the occurrence of death of an eligible employee, payment of earned vacation leave shall be made to the employee's estate

**ARTICLE 10 – SICK AND INJURY LEAVE**

A. SICK LEAVE ACCRUAL

Employees will accrue sick leave on the following basis, with no limit on accumulation:

1. REGULAR FULL-TIME EMPLOYEES: An employee who works forty (40) hours per week on a regular basis will accrue sick leave at the rate of eight (8) hours of sick leave per month.
2. REGULAR PART-TIME EMPLOYEES: An employee who works at least twenty (20) hours per week on a regular basis will accrue sick leave at the rate of 4.6% of the hours actually worked, up to and including forty (40) hours per week.
3. OTHER PART-TIME EMPLOYEES: A food service or transportation employee who works less than four (4) hours per day or twenty (20) hours per week on a regular basis, and who has worked for the District five (5) years or more, shall accrue sick leave at the rate of 4.6% of the hours actually worked, up to an including forty (40) hours per week.

B. SICK LEAVE USAGE

Sick leave may be taken in hourly increments or fraction of an hour of absence. Employees who utilize sick leave consistent with the provisions of Paragraph C will receive paid leave, and have their sick leave account charged for the actual hours they were scheduled to work on the day of leave. Regularly scheduled bus drivers may charge their sick leave accounts and be paid for their average number of hours they have actually worked, for each day of sick leave up to eight (8) hours. The daily average hours worked shall include regular routes and special or activity trips but will not exceed eight (8) hours per day.

C. SICK LEAVE DEFINITION

Subject to the provisions herein, leave with pay will be granted to all permanent employees who are not able to render service due to illness, quarantine, temporary disability (including pregnancy, childbirth and recovery there from), serious illness and/or death in one's immediate family, for essential treatments, or examination for diagnostic purposes, when such treatment or examination cannot reasonably be made other than during the employee's work day.

D. "Immediate family" as used here shall be interpreted to include husband, wife, son, son-in-law, daughter, daughter-in-law, father, father-in-law, mother, mother-in-law, sister, sister-in-law, brother, brother-in-law, grandparents and grandchildren of employee or any relative living in the immediate household of the employee.

E. Sick leave will be granted regardless of how or when illness, quarantine or disability occurs even though the employee may become ill, quarantined or disabled while on vacation.

F. Employees on leaves without pay will retain sick leave accumulated but will not accrue further sick leave until their return. Sick leave will resume accruing on the first day of the month in which they return.

G. An employee may be required by the Assistant Superintendent of Human Resources to provide a statement of physical condition from a qualified physician and to present a report of the illness provided by such physician for an absence chargeable to sick leave. He/she may also be required to have a written report from a qualified physician showing that he/she is physically capable of doing the work required of his/her position when the employee returns from sick leave. In either event the cost of such required physical examination or statements shall be borne by the District.

H. ADDITIONAL SICK LEAVE

1. After the accumulated sick leave has been used the employee will receive no pay for additional working days if absent because of illness, quarantine, or disability. Deduction shall be made from his/her salary in an amount equal to his/her annual salary divided by the number of actual working days in the employee's year.

2. If the absence is continuous for more than ten consecutive working days after his/her accumulated sick leave has been used, the employee may request additional sick leave which will be granted beginning with the eleventh consecutive working day of absence. Full pay will be made from the eleventh working day until and including the sixtieth calendar day of the absence.

3. If an employee, who has received benefits under the additional benefits as described returns to work and then is absent again for illness, quarantine or disability, an additional ten working day period without pay must be in effect prior to the granting of additional sick leave benefits.
4. The maximum benefit under this provision is 31 days per fiscal year.

#### I. INJURY LEAVE

Injury leave may be granted to protect an employee against temporary loss of salary when he/she sustained an injury arising out of, or in the course of, the actual performance of his/her job. Such injuries may entitle an employee to benefits under the Workers' Compensation Act.

1. In order to receive these benefits, injured employees are required to report the injury without delay to their immediate supervisor; a report to a District designated provider and have a verification of the injury made to the District; and file an application for Workers' Compensation benefits within four (4) days in the Human Resources Division.
2. In the event of an on-the-job injury to the employee, which is deemed compensable under the Workers' Compensation Act, the employee will continue to receive his/her full salary from the School District for a period of time not to exceed thirty (30) working days. In such cases the absence would not be charged to the employee's sick leave.
3. After the end of the described thirty (30) work days, the employee has two options:
  - a. He/she may use accumulated sick leave and be paid at his/her full salary less the amount of Workers' Compensation pay. In such cases the absence is charged against the employee's accumulated sick leave on a prorated basis for hours of sick leave actually used.
  - b. He/she may accept only Workers' Compensation pay in which case sick leave will not be charged.
4. In cases where the insurance carrier fails to assume any liability, all absences may be charged under the regular sick leave provisions.
5. In the case of extreme hardship, an employee so injured in the course of, or in the actual performance of his/her job, may make application to the Superintendent of Schools for further benefits beyond those described above. The Superintendent of Schools will decide whether or not further benefits from the School District are to be granted to the injured employee.

## **ARTICLE 11 – LEAVES WITHOUT PAY**

### **A. MILITARY LEAVE FOR ACTIVE SERVICE**

Any full time regular employee who enlists in the Armed Forces of the United State shall be granted a leave of absence as outlined by the Federal Laws relevant to Military Leave.

### **B. LEAVE OF ABSENCE FOR IMPROVEMENT OF HEALTH**

A regular employee may be granted, upon written application, a leave of absence without pay for improvement of health for the employee only. Such leaves shall not exceed one year. Neither sick leave nor salary increments will accrue for a BVCEA employee while he/she is on leave for improvement of health, but the employee will retain any balance of these benefits that he/she had accumulated up to the effective date of the leave.

### **C. OTHER LEAVES**

Leaves of absence for a limited period of time (not to exceed six months) may be granted for any reasonable purpose upon the written recommendation of the appropriate supervisor, and the approval of the Assistant Superintendent of Human Resources, and such leaves may be extended or renewed for any reasonable period.

Extended absences for newborn child care or adoptive child care generally not to exceed six (6) months in length, may be granted without pay according to the conditions set forth in the paragraph above.

All time off without pay must be pre-approved by an appropriate supervisor.

### **D. LEAVES FOR GOVERNMENTAL SERVICE**

An employee of the District elected or appointed to serve in a position of community, county, state or national governmental service shall upon written request be granted a leave of absence without pay if the governmental services require the employee to be absent from his/her duties in the District.

### **E. FAMILY AND MEDICAL LEAVE ACT OF 1993**

Eligible employees are covered by the provision of the federal Family and Medical Leave Act of 1993. The District retains the right to interpret the provisions contained in the Act and reserves all rights granted by the Act.

F. ACCUMULATED LEAVE

An employee on an extended leave of absence without pay will not accumulate fringe benefits, nor will he/she benefit from salary increments. Upon return from leave, he/she will be credited with the balance of sick leave allowance that he/she had accrued to the effective date of the leave and the salary step will remain the same.

G. RETURN RIGHT-REPLACEMENT

Upon request made at the time of leave application, the employee shall be returned to his/her former job classification provided the total duration of the leave is one (1) year or less. Such assurance would not be available if circumstances prohibit it. When an employee requests to return to his/her former job classification, the individual employees to fill a vacancy created by the leave of absence shall be employed on a temporary basis.

**ARTICLE 12 – LEAVES WITH PAY**

\*A. PERSONAL LEAVE

1. Personal Leave will accrue as follows for eligible employees who are regularly scheduled to work four (4) hours or more per day per payroll reporting period:

A. 12-month employees that qualify to receive personal leave with pay at the rate of two (2) of their working days per work year.

Newly eligible employees will be allocated such leave is as follows:

Start date of: August 1 – January 31: 2 days

Start date of: February 1 – May 31: 1 day

Start date of: June 1 – July 31: 0 days

B. Employees who work less than 12 months (food service, transportation, campus monitors and other eligible Unit C employees paid on an hourly basis) and qualify to receive personal leave, the number of hours earned will be calculated and added on each paycheck, at a calculation of 1.11% of all paid hours for these positions.

In no instance will an employee receive more than 16 hours of Personal Leave in a work year(August 1<sup>st</sup> through July 31<sup>st</sup>).

For the 2020-2021 work year, a transition plan will be in place. Employees who have time off planned can appeal to HR to use personal time before it is earned, with the expectation that the hours fronted will be earned back by the end of the work year. Any time not earned by July 2021 (or dismissal, whichever occurs first) will be deducted on the July 31, 2021 paycheck (or final paycheck).

2. Personal leave must be approved at least 48 hours in advance, with the exception of an emergency.
3. Personal leave may be taken in hourly increments or fraction of an hour of absence. Unit C employees may accumulate without limit.
4. If personal leave is used for adoption, one additional personal leave day shall be granted by the Assistant Superintendent of Human Resources.
5. Other Absences: Employees may request additional leave without pay for good and sufficient reasons. Such leave must be recommended by the supervisor and be approved by the Assistant Superintendent of Human Resources. Such requests must be approved prior to the absence.

**\*B. BEREAVEMENT LEAVE**

When death occurs in an employee's immediate family he/she shall be granted three (3) working days off with pay for time lost from work. The definition of immediate family for this coverage shall be limited to spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, father, father-in-law, mother, mother-in-law, sister, sister-in-law, brother, brother-in-law, grandparents, grandparent-in-laws, step-parents, step-children, step-siblings, step-grandparents or grandchildren of the employee, any relative living in the immediate household of the employee or an adult who stood in loco parentis to the employee in childhood. Any additional days will be charged to accumulated sick leave.

In the event an employee needs to travel out-of-state an additional two (2) days of bereavement will be granted. Should additional days be needed an employee may use their accumulated sick leave, vacation leave, personal leave or without pay. If the situation requires an employee to be absent for an extended period, said employee may apply for a personal leave of absence.

In unique circumstances, an employee may appeal to the Assistant Superintendent of Human Resources for a variance of this provision. Decisions of the Assistant Superintendent of Human Resources shall be final and binding and not grievable.

C. JURY DUTY

Upon presentation of a court subpoena, an employee shall be granted leave, with pay, to serve as a witness or as a juror.

D. MILITARY RESERVE SERVICE

Upon presentation of official orders, military leave will be granted, with half pay, to regular full-time employees who are members of the Armed Forces Reserve to attend annual training periods during their school duty time.

E. PROFESSIONAL LEAVE

Employees shall be granted professional leave to attend conferences or meetings, which will mutually benefit the employee and the district.

F. TIME OFF TO VOTE

Employees who are qualified to vote will be given time off, without loss of pay, for the purpose of voting if the employee's assigned work schedule would otherwise make voting impractical. Arrangements for such absences must be made in advance with the employee's immediate supervisor.

**ARTICLE 13 – SENIORITY AND EMPLOYMENT STATUS**

A. DEFINITION AND APPLICATION OF SENIORITY

1. District Seniority: The seniority date of each regular employee shall be defined as the date of hire of the most recent period of continuous service within the school district in any regular Unit C position. In the event two or more employees have the same starting employment date, the date the application was filed will govern.
2. Department Seniority: The departmental seniority date of each regular employee shall be defined as the first day of work of the most recent period of continuous service within that department in any Unit C position.
3. In the application of seniority, the following factors will be considered:
  - a. Seniority
  - b. Capacity and ability, which are understood to include knowledge, skill, efficiency, record for accuracy, quality, safety, and dependability.
  - c. In the event that qualities in "b" above are comparatively equal among regular District employees, seniority shall prevail.



4. Seniority Lists: By November 1 each year, the District shall prepare a District seniority list.

\*B. PROBATIONARY PERIOD

1. All new service employees are hired under the provision of a probationary period of ninety (90) working days. The satisfactory completion of this appraisal period will be the basis of continued employment. In unique or unusual circumstances, the supervisor may determine the need for additional probationary time; if so, the supervisor may request an extension of the probationary period up to forty-five (45) working days. This request requires the approval of the Assistant Superintendent of Human Resources.
2. An employee promoted to a higher classification or transferred from another wage schedule or unit, will be subject to a probationary period of sixty (60) working days in his/her new position. At the completion of this evaluation period, the employee will receive written verification of continued appointment or reinstatement in his/her former classification.
3. All paid leave is to be counted in the number of days of the probationary period.
4. If at any time during this period the employee fails, in the judgment of his/her supervisor, to demonstrate his/her ability to do the work assigned or is otherwise unsuited to the position, the supervisor may recommend termination through normal administrative channels. The employee shall be notified of the reason for his/her termination.

C. PERFORMANCE REVIEW

1. A new employee or an employee transferred from another wage schedule or unit, shall receive a performance review during the sixty (60) day probationary period in his/her new position. The employee will be provided with a job description that identifies the essential duties and responsibilities of the position. If a job description has not yet been developed, the District will provide the most recent vacancy posting for the position until such time as the job description is developed.
2. Regular employees shall receive a minimum of one (1) performance review every three years. Bus drivers and food service employees shall receive a minimum of one (1) performance review per year during the first two (2) years of employment and a minimum of one (1) performance review every three years thereafter.
3. An employee may request additional evaluation(s).

4. Complaints against an employee's performance will be shared with the employee and he/she will be given information regarding the complaint in order to have an adequate opportunity to respond before any action is taken. Efforts will be made to reconcile with the complainant and the employee if appropriate.
5. The employee will be informed in advance of the evaluation process and the form(s) to be used and will be provided an opportunity to meet with his/her supervisor.
6. The employee will sign the appraisal form at the time of the evaluation as evidence that the contents have been reviewed and discussed. It will then become a part of his/her permanent District employee file. If the employee disagrees with the evaluator's statement(s), he/she may within five (5) working days of the last discussion, prepare and submit to the evaluator a signed supplemental statement to be attached to and filed with the appraisal form. Evaluation conclusions will be based on supportive documentation.
7. If a supervisor believes that the employee is not performing their job satisfactorily, the supervisor will have the option to commence with an evaluation process. The employee will be notified of the supervisor's decision for an evaluation process and written notice of the concerns, directives and a plan for support with a timeline will be given to the employee.

#### D. NOTICE OF RETURN TO WORK

Prior to May 15 employees working less than twelve (12) months will receive notice of reemployment for the next school year.

Food Service employees working at least twenty (20) hours per week will be provided with written notice of their FTE, hours and days for the next school year as practicable no later than June 1<sup>st</sup>. In the event that such notice is not possible, the employee will be advised as to when such notice will be available no later than August 1<sup>st</sup>, unless circumstances prohibit it. BVCEA will also be advised on any anticipated delays as soon as possible. Hours and FTE will not be adjusted for the school year unless program or schedule changes occur that require an adjustment of hours. The District will consult with BVCEA if such is the situation.

\*E. VACANCIES/TRANSFER PROCESS

1. When additional hours less than .5 FTE become available, the principal/supervisor will establish a notification process with the employees at the respective site. First consideration will be given to Unit C employees working in that department or school, if qualified. Experience and demonstrated ability shall be considered in filling such hours. These factors being equal, the employee with the most District seniority will be selected to fill the hours.

When a job vacancy occurs at .5 FTE or higher, the Human Resources Division shall post the vacancy notice for a period of five work days. The posting will be made available on the District website. All in-district applicants meeting the minimum qualifications will be interviewed unless more than three (3) apply, in which case at least (3) internal candidates will be interviewed. Any additional candidates will be selected from internal Unit C and external pools based on qualifications for the position. Unsuccessful candidates for positions shall be notified by the hiring administrator. Upon request, the candidate will be provided with the reason(s) in writing.

2. An employee who has completed the probationary period who desires a transfer should submit a transfer request to the Human Resources Division through the designated online process.

A transfer will be available only for like grade openings within the same job description and classification, and would also be available for an employee who, by choice, would like to step into a lower pay grade within the same job classification.

The three most senior transfer candidates shall be interviewed by the hiring committee following the closure of the posting under the existing posting time frame. The hiring manager will have the opportunity to review the employee's evaluations on file with Human Resources

If no qualified candidates are selected for the job opening, the position will be open for interviews per the existing language in the agreement.

3. If a candidate for a position within a department or school has interviewed at the same location within the last 12 months, the hiring manager is not required to include that individual in the pool of candidates for interview.
4. Applications from Unit C employees for vacancies in other bargaining units will be considered only after provisions in those agreements have been fulfilled.

F. INTERVIEW COMMITTEE

The hiring manager shall select members for an interview committee who can provide insight regarding unique job functions of the position. The hiring manager shall train the committee members as to their responsibilities regarding confidentiality and objectivity. The hiring manager and interview committee will use a quantifiable, job-specific rubric to identify the candidate to be recommended for hire.

G. REDUCTION IN FORCE

A reduction in force will be recognized when either a full position is eliminated or a reduction in FTE within a job classification.

1. Should there be an FTE reduction that does not result in a position being eliminated, the least senior regular employee within the job classification will be subject to an FTE reduction. Throughout BVSD the reduction in FTE will occur in the following manner:
  - a. After temporary and probationary employees have been reduced, the least senior regular employee within the job classification at the school/department being reduced in FTE will be the employee impacted at that school/department. The reduced employee may then exercise their right to displace the least senior employee within the job classification that holds the FTE the more senior employee had before the school/department was reduced in FTE.

The seniority impact would continue until only the last senior employee(s) are impacted. No further reductions will occur outside of the job classification.

Note: This will not apply to Transportation Bus Drivers and Bus Assistant positions as they have a bidding process each year for their assignments.

2. Should there be a position completely eliminated, the following will take place:
  - a. District seniority, rather than departmental seniority, shall prevail when reducing the number of employees within a department or in laying off employees from the District.
  - b. When it becomes necessary to implement a reduction in force, the following procedure shall be observed:
    - i. Temporary employees in the affected job classification(s) will be removed first.

- ii. Probationary employees in the affected job classification(s) will be removed next.
- iii. The regular employee(s) in the affected job classification(s) with the least seniority will be removed next.
- iv. A regular employee removed under clause “c” above will displace the employee with the least seniority in the job classification at or below his/hers, within the department, according to the reverse order of job progression.
- v. A regular employee who cannot displace another employee in his/her own department under “d” above, because he/she does not have sufficient seniority or the qualifications to perform the job satisfactorily, will displace the employee with the least seniority in the District whose job he/she can perform.
- c. A regular employee displaced from his/her job classification under this procedure will receive a minimum of thirty days notice.
- d. Any regular employee displaced under this provision may also follow this procedure.
- e. When an employee acquires a job under this procedure, his/her seniority will go with the job.
- f. In order to displace another employee as provided in section 2 above, an employee must have more seniority than the employee he/she displaces and must be qualified to perform the job of the employee he/she displaces. The determination of qualifications rests solely with the District.
- g. Under this procedure, an employee cannot displace another employee who is in a higher rated job classification.
- h. Under this procedure, an employee may not acquire additional work hours in displacing another employee.
- i. An employee whose seniority does not permit him/her to remain at work under the provisions of this procedure will be laid off from the District.
- j. In the event of a substantial layoff, the District will meet with the representatives of the BVCEA in an effort to resolve issues related to such a reduction in force.

### 3. RECALL

- a. Employees shall be recalled in inverse order of their layoff.
- b. A displaced employee shall have the option of placement on recall status for his/her former job classification for a period of up to one (1) year.
- c. The District shall recall the displaced employee by certified letter sent to the employee at his/her last known address. It shall be the employee’s responsibility to keep his/her address listing up-to-date. Within forty-eight (48) hours after receipt of such notice of recall, the employee must notify the Human Resources Division of his/her

availability to work, and must report for work not later than ten (10) working days after such receipt by him/her of the notice of recall. An employee will forfeit his/her recall rights for reemployment if the offer for reemployment is rejected or if he/she fails to comply with these requirements.

- d. Employees will retain their recall rights and seniority for a period of up to one (1) year. For ten (10) month employees, one year shall be considered to be one full school year and two (2) summer periods.

## H. TEMPORARY POSITIONS AND EMPLOYEES

1. A temporary position is one whose duration does not exceed twelve months. If a temporary position is extended beyond twelve months, it shall be deemed a vacancy and require posting as set forth in E. above.
2. Employees hired on a temporary basis will be fully informed in writing of their restricted status at the time of their employment.
3. Summer Employment: By April 1<sup>st</sup> of each year, the Human Resources Division will post notices reminding Transportation and Food Service employees desiring summer employment in the service occupations to apply for such employment. Where qualified and available, these employees shall be given first consideration for this summer work.

## I. REASSIGNMENT

1. Relocation of employees may become necessary to meet operating conditions and for other good reasons, including the desires of employees to serve elsewhere in the system. Reassignment may, therefore, be initiated by the administration or the employee.
2. It shall be the objective of the administration to effect reassignments in full cooperation with all concerned. When the district determines the need for a reassignment, the reasons for the change will be explained to the employee prior to the reassignment. The reasons for reassignment shall be reasonable and expressly understood by those concerned. No reassignment will be made arbitrarily or vindictively. The employee will be afforded an opportunity to meet with the administrator recommending the transfer to review the proposed action. The employee may have representation at such meeting if s/he desires. At the request of either party, the administrator shall provide a written summary of the meeting to the employee.
3. Request for changes in work assignment within the same department should be directed to the department manager.

J. WORK AT HIGHER GRADE/TRADE

Any employee temporarily assigned to a position of a higher grade/trade shall be paid at the rate of the higher grade/trade. The higher rate will be paid retroactive to the first day of such assignment once the employee has worked at the higher position in excess of five consecutive working days. The employee's step placement within the grade/trade will be in accordance with Article 14, Section B of this Agreement.

K. POSTING OF AVAILABLE BUS ROUTES

1. The following routes and activities will be posted:

- a. Newly created routes
- b. An existing route that is continuing where the driver is no longer available.
- c. Special activity assignments, which occur on a repetitive basis.

Hours may increase and then be reduced during the assignment; however, the number of hours may not be reduced below the hours when the assignment was last bid.

2. The route number, bus number, schools, and time of all vacant routes will be posted on the bulletin board for a period of time not less than three (3) days at all terminals. Temporary assignments may be made during the first thirty (30) days of the school year and in emergency situations.

3. Drivers/bus assistants interested in bidding on a vacant route should indicate that by signing the vacant route sign-up sheet. Drivers are limited to three (3) successful bids per school year.

4. Routes

- a. All routes will be posted prior to the beginning of the school year.
- b. At a time designated by the Transportation Department returning drivers/bus assistants or their proxies will select from the posted routes based on seniority subject to the provision of Section M below.
- c. Any remaining routes will be posted as set forth in paragraphs 1, 2 and 3 above.
- d. Drivers/bus assistants who fail to select a route either personally or by proxy at the designated time shall forfeit all right to select under paragraph B.
- e. Any proposed changes to the route assignment procedures will be reviewed with BVCEA.

- f. Route Assignments: Vacant routes will be placed for bid throughout the year on an as needed basis. Any proposed changes to the route assignment procedures will first be reviewed with BVCEA.
5. In the interest of safety, any route, field trip, athletic trip, activity trip, etc., that is to be taken in a Boulder Valley School District bus will be so done utilizing a properly licensed bus operator employed by the District in the Transportation Department.

#### L. SPECIAL ASSIGNMENTS

1. All field trips, special activity trips, and mid-day substituted driving are defined as special assignments.
2. Drivers are responsible for keeping the Transportation Department informed of their availability and desire for special assignments and the hours of their regular routes.
3. Probationary bus drivers will be called for special assignments only if regular drivers are not available.
4. Upon reasonable request, the BVCEA will be provided access to the special assignment records of the Transportation Department.

#### M. AWARDING OF ROUTES, TEMPORARY AND SPECIAL ASSIGNMENTS

Driving, temporary and special assignments will be based on ability, seniority, and the best interests of the district and the employee.

#### N. PERSONNEL FILES

1. Employees shall have the right to review the contents of his/her personnel file, whether in the central office or other work site/building, except for any confidential references given at the time of employment. At the employee's written request, a representative of BVCEA may accompany the employee to such review.
2. No material of a derogatory nature will be placed in such files unless such material has been signed by the person(s) making such derogatory allegations or by the appropriate administrator. Anonymous complaints will not become part of an employee's personnel file or record.
3. Prior to placing derogatory material in an employee's file, the employee will be informed and will be given an opportunity to attach a reply to such material. The employee will be requested to sign the materials but such



signature does not imply agreement but rather acknowledgement that the employee has been provided a copy of the materials.

4. In imposing any disciplinary action the District will not take into account any prior infractions which occurred more than three (3) years previous with the exception of cases involving dishonesty or where past actions have created a pattern of concern regarding performance or conduct.

**O. OUTSIDE CONTRACTING**

1. The District shall not contract out work customarily performed by Unit C employees if the result is in a reduction in force.
2. The District will provide advance notice of no less than sixty days (60) to the Association when the District is considering contracting out large scale projects (greater than \$50,000) for services customarily performed by Unit C employees.
3. If the District considers eliminating a Unit C job classification and replacing employees within that job classification with a district-wide contract service, the District will confer with BVCEA prior to a decision.

**ARTICLE 14 – WAGES AND FRINGE BENEFITS**

**\*A. WAGE SCHEDULE**

1. The salary schedule is based at the 75% midpoint of a market review conducted in March 2020. For the 2020-2021 contract year, due to the COVID-19 pandemic, employees will not receive a COLA.
2. When any position not listed on the wage schedule is established, the employer may designate a job classification and rate structure for the position after providing BVCEA with at least 20 working days written notice. In the event the BVCEA does not agree that the classification and rate are proper, the BVCEA shall have the right to submit the issue as a grievance at Step III of the grievance procedure.
3. Unless mutually agreed upon by the BVCEA and the employer, an employee group shall move from the beginning step in the pay level to the maximum step in annual increments
4. Unit C employees holding positions in two or more different job classifications will be paid at the hourly rate for the position worked.

The following employees, employed in second positions as of May 2018, will be exempted from this action. These Unit C employees who held two or more

positions in Unit C he/she will be paid at the highest hourly rate for all hours worked provided the number of hours of the job and scheduled to be worked at the higher hourly rated job equals or exceeds the number of hours scheduled and worked at the lower hourly rate:

Impacted employees:

#1868	#3242	#4493
#9522	#16356	#16248
#15783	#17890	#16928
#17344	#18015	#15883
#17597	#3733	#17855
#13133	#7433	#13697
#13857		

## B. EMPLOYMENT AND PROMOTION

1. Employees who are newly hired, rehired or transferred in from another unit within the District will be placed upon the wage schedule at a rate commensurate with their education, training and experience for that position.
2. An employee who is promoted to a higher classification within Unit C will be placed on the appropriate wage schedule of the new position in accordance with his/her qualifications. In no case will such a promotion involve a decrease in pay.

When an employee receives a promotion on the same wage schedule, in no case will the employee receive a promotional increase of less than one full step on the wage scale of the new position, which exceeds the rate he/she was earning in his/her previous position.

3. Employees will normally move to the next higher step for their classification on the wage schedule on August 1, provided they have completed their probationary period

## C. PAY PERIODS

1. The wages of employees shall be paid monthly, on the last business day of the month.
2. A new employee may receive an advance payment on his/her first pay check by submitting a request, approved by his/her supervisor, to the Accounting Department, at the end of the first two weeks of employment
3. In an emergency, an employee may receive an advance payment on his/her paycheck against amounts actually earned. This required written recommendation of his/her supervisor and the approval of the Assistant Superintendent of Human Resources.

D. MILEAGE

Anytime an employee is required to use his/her own personal vehicle for transportation to a work assignment other than his/her normal reporting location, he/she shall be reimbursed at the IRS Standard Mileage Rate.

Employees will not be asked to use his/her own personal vehicle to transport school district property, except in an emergency situation.

\*E. MEDICAL EXAMINATION

Any employee required to have a medical examination or special test to comply with state and federal laws shall be reimbursed for that expense by the District. Such an examination will be scheduled by the employee from the District approved list of vendors and the employee will be paid their hourly rate for their travel to and from the work site and attendance.

\*F. EARLY RETIREMENT

A person with 20 or more years of service as a regular employee with the district will receive a one-time bonus, calculated at 35% of the average of the employee's highest three years' salary, as follows:

A person with 15 but less than 20 years of service as a regular employee with the district will receive a one-time bonus, calculated at 20% of the average of the employee's highest three years' annual salary.

Annual salary as used in this section is defined as the annual salary amount on the employee's salary schedule including the career longevity increment. Overtime or other pay stipends earned after July 1, 1996 are not included as annual salary.

An hourly employee's annual salary will be determined by calculating the employee's hourly rate times the assigned hours of work each day times the number of scheduled work days, including vacation pay and holidays. Overtime or other pay stipends earned after July 1, 1996 are not included as annual salary.

G. EDUCATIONAL IMPROVEMENT

The Board agrees to provide \$5,000 per school year for educational improvement. Fifty percent (50%) of the total budget for the school year will be available for those who submit for fall semester course work and fifty percent (50%) of the total budget will be available for those who submit for spring and summer course work, subject to the approval of the Assistant Superintendent of Human Resources.

1. Any Unit C employee who has completed the probationary period shall be entitled to reimbursement of 75% of tuition costs not to exceed \$550 per person per fiscal year. Tuition incurred for courses related to one's present position or career related advancement within BVSD shall be reimbursed, provided such course work is satisfactorily completed.
2. Such reimbursement will be granted for a maximum of one course per term. Reimbursement is to be made at the completion of each course upon presentation of grade slip and proof of payment by employee.
3. All planned course work, including cost, must be approved in advance by the level director and the Assistant Superintendent of Human Resources or designee. Upon request, the employee will be provided with the reason for denial in writing.

\*H. PAYMENT FOR UNUSED SICK AND PERSONAL LEAVE

An employee with twelve (12) or more years of continuous service in the District who severs employment (including death of employee) with the District, will receive the daily rate of 75% of Step 1 of the employee's last wage schedule for each day of accumulated sick and personal leave.

In the event of death of an employee, payment of earned sick and personal leave shall be made to the employee's estate, regardless of years of service with BVSD. The estate shall receive the daily rate of 75% of Step 1 of the employee's last wage schedule for each day of accumulated sick and personal leave.

I. REQUIRED ACTIVITIES

An employee will be paid his/her regular hourly rate for attendance at any activity required by the district, such as meetings, inservice trainings, etc.

J. CAREER LONGEVITY INCREMENT

1. Regular employees who have completed ten (10) years of service in the District shall receive a career longevity increment in the amount of \$0.55 per hour.
2. Regular employees who have completed twelve (12) years of service in the District shall receive an additional fifteen (\$0.15) cents an hour for a total of \$0.70 per hour.
3. Regular employees who have completed fourteen (14) years of service in the District shall receive an additional thirty (\$0.30) cents an hour for a total of \$1.00per an hour.

4. Regular employees who have completed nineteen (19) years of service in the District shall receive an additional fifteen (\$0.15) cents per hour for a total of \$1.15 per hour.
5. Regular employees who have completed twenty four (24) years of service in the District shall receive an additional ten (\$.10) cents per hour for a total of \$1.25 per hour.

Eligible employees will start receiving their career longevity increments the first day of the month following their anniversary date.

\*K. AUTO MECHANIC PREMIUM

Employees classified as a Fleet Service Technician may receive premium pay under the following conditions:

1. To receive a premium of fifty-five (\$0.55) cents per hour, an employee must pass the examination for Master School Bus Technician provided by the National Institute for Automotive Service Excellence (ASE). Certification is for five years. At the end of such period the employee must again qualify for such premium by again passing the examination.
2. To receive a premium of fifty-five (\$0.55) cents per hour, an employee must pass the examination for Master Heavy Truck Technician provided by ASE. Certification is for five years. At the end of such period the employee must again qualify for such premium by again passing the examination.
3. To receive a premium of fifty-five (\$0.55) cents per hour, an employee must pass the examination for Master Automotive Technician by ASE. Certification is for five years. At the end of such period the employee must again qualify for such premium by again passing the examination.
4. To receive a premium of fifty-five (\$0.55) cents per hour, an employee must pass the certification criteria for the NAPT (National Association for Pupil Transportation) Pupil Transportation Specialist with a concentration in Vehicle Maintenance. Certification is for three years. At the end of such period the employee must again qualify for such premium by completing a re-certification process.

For the 2020-21 school year, the district agrees to grandfather in employees that previously obtained the Master School Bus Technician certification. By August 1, 2021, employees must obtain the NAPT Pupil Transportation Specialist certification, with a concentration in Vehicle Maintenance, to receive the premium.

5. The cost of taking such examination(s) will be paid by the District only upon successful completion of the examination(s).

L. FLEET SERVICE PARTS CLERK PREMIUM

Employees classified as a Fleet Service Parts Clerk may receive premium pay under the following conditions:

1. To receive a premium of twenty-five cents (\$0.25) per hour an employee must pass all examinations for Parts Clerk provided by the National Institute for Automotive Service Excellence (ASE). Certification is for five years. At the end of such period the employee must again qualify for such premium by again passing the examinations.
2. The cost of taking such examinations will be paid by the District only upon successful completion of the examinations.

M. TOOL ALLOWANCE

Vehicle Mechanics (Fleet Service Technician I, Fleet Service Technician II, and Fleet Service Technician II Lead) who are required to use their own tools as determined by the district in the performance of employment shall be eligible for a tool replacement allowance following the first full year of employment.

The District will reimburse actual expenses up to \$1,300 in January of each year. Expenses must be substantiated with receipts for the previous calendar year. Receipts are to be submitted one time to Accounts Payable by January 1 of each year. Payments will be made through Accounts Payable and will not be subject to federal or state withholding or Medicare taxes. No tax reporting will be done (will not be included on either a 1099 or W2 wage reporting form).

N. ACTIVITY TICKET

The District shall provide an athletic activity ticket free of charge to each employee for admission of two (2) persons to regular season athletic events that occur at any Boulder Valley Public High School. This pass is intended for use by the employee only and is not valid for post-season CHSAA playoff events.

O. BILINGUAL PAY

When it is a job requirement, employees who are required to have bilingual skills (English plus another language) will receive a bilingual skills premium of fifty (\$0.50) cents per hour. The employee must pass a language assessment. The assessment will be given during contract hours for current employees. Unit C employees receiving this premium shall continue to receive it through to term of this agreement. The District will provide the Association with a list of those employees that qualify for this premium.

P.     ADVANCED LICENSE PREMIUM

1.     Employees who earn licenses or certifications above the minimum required for their positions will receive the following additional hourly premiums:

Backflow (2 per zone):     \$0.60  
N.I.C.E.T., Level 2 (1 per zone):     \$0.60

2.     Premium pay for Locksmith Leads, Glazier Leads, Maintenance Buyer Leads and Zone Leads is 5% of the top wage scale and step and premium pay for Master Plumber and Master Electrician of Record is 7% of the top wage scale and step. Plumbers and Electricians who hold a Master License, but are not the Master of Record shall receive a premium of seventy (\$0.70) cents per hour.

Q.     PROPERTY PROTECTION/EMPLOYEE RESPONSIBILITY FOR FUNDS

1.     The district will make a reasonable effort to provide a safe and convenient place for employees to deposit personal property in each school.
2.     A total of \$3,300 per fiscal year will be proportionally available for these provisions. Distribution of claims will take place within 30 calendar days from the end of each semester.
  - a.     In the event an employee, while acting within the scope of his/her employment, has his/her clothing or other personal property damaged or destroyed, as a result of an attack, assault, menace, vandalism, or pupil supervision problem the District will reimburse the employee the cost of repair or reasonable replacement up to \$500 or the insurance deductible, whichever is less, of such property.
  - b.     Given prudent and responsible handling the District will reimburse/replace for wallets/purses, outer-wear and tools which are stolen while on school grounds up to \$500 or the insurance deductible, whichever is less.
  - c.     Given prudent and responsible handling the District will reimburse/replace for stolen or damaged personal property used for work purposes at school with prior documentation and approval up to \$500 or the insurance deductible, whichever is less.
  - d.     The district will pay up to \$500 or the insurance deductible, whichever is less, for automobile damage because of theft or vandalism provided the automobile was on school grounds and the employee was acting within the scope of his/her employment.
  - e.     In order for the District to reimburse the employee for losses as outlined in the above sections, the employee must a) submit a written request within ten (10) days of the incident; b) the District deems the request of the employee to be meritorious.

- f. To be reimbursed for property loss, the employee must complete the REIMBURSEMENT REQUEST FORM and attach copies of the employee's insurance declaration sheet, police report in cases of theft and/or serious vandalism and/or principal's report when appropriate. The completed form and attachments shall be submitted to the district office within ten (10) days of the incident.
3. Whenever an employee is assigned by the District the responsibility of handling funds and follows the established District/school procedures the Board shall provide theft of money coverage for that individual.

R. STAFF ASSIGNMENTS (BEHAVIORALLY CHALLENGED STUDENT):

Staff assigned to work with a student who demonstrates consistent and pervasive violent or abusive behavior will be provided orientation and/or training prior to working with the student. If circumstances prevent the orientation and/or training prior to a staff person's assignment to such student, increased supervision will be provided until such time that orientation and/or training can be implemented. If the student has a behavior plan, the appropriate sections will be reviewed with the employee by the employee's supervisor or designee as soon as possible after hire or transfer. If the behavior plan is modified, the appropriate sections will be reviewed again with additional training as needed. If appropriate, an informal assessment will be conducted to assure that the staff member assigned to the student has a working knowledge of the information and strategies required. Pertinent laws and policies will be followed for managing and reporting behavioral incidents and new employees will have the reporting process reviewed with them through the district orientation and/or department training. Forms for reporting incidents and/or injuries will be attached to this Agreement for reference and available in the Human Resources Office and on the BVSD website. If an employee sustains an injury arising out of, or in the course of, the actual performance of his/her job, the procedures under Article 10 (I) (Injury Leave) will apply.

S. ADDITIONAL OPPORTUNITIES FOR WORK AND SUMMER EMPLOYMENT

The District will establish a process for Unit C employees who desire opportunities for extra work to apply through the online application system. When openings occur, the District will consider qualified Unit C applicants based on their qualifications as per their application and the vacancy requirements.

Unit C employees hired for temporary summer employment will be paid at the rate of \$10.50 per hour. Unit C employees who return the following year will be paid at the rate of \$10.75 per hour. Unit C employees who return for three or more years will be paid at the rate of \$11.00 per hour.



\*T. EMPLOYEE UNIFORMS

Each department, in collaboration with the Union, shall determine what type of clothing meets its needs

Food Service employees will be provided a one hundred dollar (\$100) per year stipend to purchase black slacks and closed toe, slip resistant shoes or boots (not tennis shoes or sneakers) as part of the expected uniform for wearing on the job site.

Food Service drivers will be provided with a cold weather appropriate BVSD-logo jacket.

Employees who choose not to accept the stipend will not be required to wear black slacks but will be required to wear appropriate footwear.

**ARTICLE 15 – GROUP INSURANCE**

\*A. MEDICAL/DENTAL AND LIFE INSURANCE

For the 2020-2021 plan year, the District will pay at least the full premium for employees working at least a .50 FTE position in this bargaining unit or in a combination with other assignments within the district, for Health and Dental plans recommended by the Benefits Committee and approved by the Board of Education for all District eligible employees.

For 2020-2021, the minimum monthly District contribution is \$625 per employee per month to the health fund for health coverage recommended by the Benefits Committee and approved by the Board of Education.

The district will contribute \$44 per month for dental coverage. The District agrees to pay the employee premiums for June, July and August for covered employees who are working or on a paid leave or on a leave covered by the Family and Medical Leave Act (FMLA) on their last scheduled work day of the school year. A Life Insurance will be provided to eligible employees at no cost to the employee.

The District will maintain a Section 125 Medical Flexible Spending Account between January 1 and December 31 of each contract year. Open enrollment will be held every November 1-30. Employees who are active on November 30 and complete an open enrollment form by November 30, will receive a dollar for dollar matching contribution up to a maximum of \$120 from the District on the January payroll.

B. LONG TERM DISABILITY INSURANCE

The School District shall arrange through an insurance carrier of its selection, for long-term disability insurance, for all regular service employees working twenty (20) or more hours per week. The cost of such insurance will be paid by the District during the term of this Agreement.

\*C. BENEFITS COMMITTEE

BVCEA will be allowed two representatives on the Benefits Committee. The committee will meet at least two times per year to review and recommend needed changes to group insurance matters. Additional meetings may be held as needed. The District Insurance Consultant may be requested to attend these meetings.

D. Upon retirement through PERA, employees who are PERA benefit recipients and their eligible dependents may enroll in PERACare health, dental, and vision coverage based on current PERA legislation. Employees must complete applicable PERACare Enrollment Form(s) in order to enroll in PERACare.

**ARTICLE 16 – USE OF PHYSICAL FORCE**

1. An employee may use reasonable and appropriate physical force upon a minor when and to the extent it is necessary and appropriate to maintain discipline or promote the welfare of the minor.
2. An employee shall make every attempt to report as soon as possible, but no later than the following morning, to his/her building administrator or central office administrator.
3. As determined by the Superintendent, the District may reimburse an employee for the cost in excess of insurance benefits received for medical, surgical, or hospital services incurred as a direct result of injury sustained in the course of his/her employment, but may not reimburse for consequential damages or for aggravation of pre-existing conditions and shall not exceed the amount of his/her current salary.
4. As determined by the Superintendent, the District may provide legal counsel of its selection to an employee in actions arising out of disciplinary action involving a pupil of the District while in the proper discharge of duties within the scope of his/her employment.

## **ARTICLE 17 – ASSOCIATION MANAGEMENT COMMITTEE**

The Classified Advisory Committee shall be formed to address issues and concerns of either party in an effort to collaboratively find solutions and improve communication between the District and Unit C employees. The Advisory Committee will run in duration until the Association and the District mutually agree to dissolve them. The committees will determine the dates and times of the meetings.

## **ARTICLE 18 – LABOR MANAGEMENT TEAM**

A Labor/Management Team (LMT), consisting of the BVCEA President, UniServe Director, as well as any other designated BVCEA representatives, the BVSD Assistant Superintendent of Human Resources, and another BVSD administrator designated by the Superintendent, will meet regularly to discuss and resolve issues that exceed the scope of regular BVCEA/HR meetings. The LMT will also consider proposals from various collaborative BVCEA/BVSD groups about changes to policy or practice and will recommend to BVCEA and BVSD appropriate actions.

\*ARTICLE 19 – DURATION OF AGREEMENT

This Agreement shall be in full force and effect from July 1, 2020 to and including June 30, 2023. Further, this Agreement shall automatically continue in full force and effect annually from year to year unless either of the parties hereto shall terminate the same as set forth herein.

Termination of the Agreement by either party shall be made by written notice not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

ACCEPTED AND APPROVED

ACCEPTED AND APPROVED

Boulder Valley Classified  
Employees' Association

Board of Education  
Boulder Valley School District No. Re2

\_\_\_\_\_  
Rick Berry  
President

\_\_\_\_\_  
Tina Marquis  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## BVSD 110/110 Plan for Service Employees

The District agrees to continue the 110 program under PERA guidelines for employees who desire post-retirement employment. Employee's wishing to participate in this program must turn in the appropriate form(s) no later than April 1<sup>st</sup>. It is recommended employees notify PERA of their intention to retire 60 to 90 days before the last work day of the contract. Modification or continuation of the 110 plan is subject to any applicable change in PERA rules, regulations or guidelines that require a modification or otherwise restrict continuation of the 110 plan. Employment under this plan is currently limited to not more than one hundred ten (110) days in any calendar year and to one school year. The employee's assignment, salary, benefits and other working conditions will be the same as the employee would have received had the employee not chosen to participate in the 110 plan. Provided, however, that the district will not pay any of the employee's medical and dental insurance premiums during the 110 plan. The employee may participate in the District's medical and dental insurance plans at their own expense through COBRA.

The employee shall not be entitled to any benefits (including sick days, personal days, longevity pay, and tuition reimbursement) that are provided to regular employees under any District policy, administrative regulation or procedure, handbook or collective bargaining agreement.

The employee will not be paid for any days he or she is absent from work, regardless of the cause of such absence.

The employee's employment shall not be subject to any collective bargaining agreement between any recognized employee organization or association and the District.

Memorandum of Understanding  
Redefining Description of Reduction In Force  
District/Department Seniority

The parties agree to review article 13-A and 13-G as they pertain to Reduction In Force, in particular, redefinition of Reduction In Force and to include district and department seniority. The parties agree to honor district seniority while valuing departmental experience. The MOU group will be comprised of BVCEA representatives and District Leadership. A recommendation will be made to the negotiations team no later than March 31, 2017.

Memorandum of Understanding  
Eligible Stipends/Lead Pay/Pay Grades

The parties agree to review stipends/lead pay to potentially incorporate lead pay that acknowledges specific job duties as well as provide financial incentives for continued professional growth. The group will make recommendations to the negotiations team no later than March 31, 2017. The following items will be addressed:

1. Evaluate lead pay structure
2. Review current stipends to determine if they should be included in pay range or maintained as stipend
3. Discuss potential professional learning stipends
4. Consider alternative pay grades based upon experience

MEMORANDUM OF UNDERSTANDING

The parties agree to a one-year pilot Custodial Academy Team (CAT) for the 2016-17 school year. The Academy will support current custodial staff during absences and unfilled positions. The intent of the Custodial Academy Team is to attract, recruit, and retain viable custodial employees for career advancement in BVSD. Custodial Academy employees will gain knowledge of BVSD Environmental Services cleaning protocols/procedures, and requiring training such as health and safety issues, proper procedures when handling blood–borne pathogens, and Asbestos protocols. Custodial Academy employees will also become familiar with Integrated Pest Management, Indoor Air Quality, and recycling and security initiatives.

The CAC (Custodial Advisory Committee) will provide information to the Labor Management Team no later than May 1, 2017 including a cost comparison of temporary agency expenses as well as any other relevant data that demonstrates the effectiveness of the Academy as it pertains to attracting, recruiting, and retaining custodial staff.

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Lamonte Gentry  
BVCEA President

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Sam Fuqua  
BVSD President

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Date

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Date



MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (MOU) entered into on April 3, 2017 between the Boulder Valley School District and the Boulder Valley Classified Employees' Association. For the remainder of the 2016-17 fiscal year, the District and BVCEA agree to increase the temporary summer employment rate to \$12.50 per hour. Unit C employees who return from the previous temporary summer employment year will be paid at a rate of \$12.75 per hour. Unit C employees who returned for three or more years will be paid at the rate of \$13.00 per hour as defined in Article 14.U. Furthermore, the District and BVCEA agree that compensation regarding temporary summer employee hourly rates will be discussed as an interest during the Spring 2018 Negotiations.

\_\_\_\_\_  
Lamonte Gentry  
BVCEA President

\_\_\_\_\_  
Sam Fuqua  
BVSD Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Memorandum of Understanding  
BVCEA Transitional Salary Schedule Task Force

The Boulder Valley Classified Education Association (BVCEA) and Boulder Valley School district (BVSD) agree to form a task force to study the current Unit C Salary Schedule with the goal of developing a competitive salary schedule that focuses district resources by:

- Attracting and retaining highly qualified employees
- Foreshadowing potential economic impact for changes to compensation
- Providing compensation (salary, structures, job title, and stipends) that supports BVSD’s mission, vision, values, goals, and Strategic Plan
- Acknowledging current market review salary information

Representatives from BVSD and BVCEA will convene no later than September 1, 2017 with the purpose of developing a timeline, establishing interim goals, scheduling regular meeting dates, and identifying participants for this process. Preliminary work of the task force will be reported to the District and BVCEA no later than March 1, 2018.

\_\_\_\_\_  
Lamonte Gentry  
BVCEA President

\_\_\_\_\_  
Sam Fuqua  
BVSD Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Memorandum of Understanding  
Great Voice

In an effort to provide opportunities for BVCEA employees to have a greater voice, BVSD and BVCEA agree that the Operations Department will pilot two (2) “Operational Services Advisory Committees” in the 2018/2019 school year. The committees adhere to a specific committee structure, detailed below. This MOU will sunset on the last day of the 2018/2019 Negotiated Agreement. Both parties agree to review and evaluate the success of the Advisory Committees as a vehicle for great voice by BVCEA employees.

Memorandum of Understanding

BVCEA Transitional Salary Schedule Task Force

The Boulder Valley Classified Education Association (BVCEA) and the Boulder Valley School District (BVSD) agree to form a task force to study the current Unit C Salary Schedule. The Task Force's goal is to maintain a competitive pay schedule by:

- Reviewing potential economic impact for changes to compensation, including the sustainability of the newly adopted pay schedule.
- Attracting and retaining highly qualified employees.
- Providing compensation (salary, structure, job title, and stipends) that supports BVSD's mission, vision, values, goals and strategic plan, including acknowledging current market review and the 75% percentile.
- Reviewing the current step structure within the pay schedule.

Representatives from BVSD and BVCEA will convene no later than September 30, 2018 with the purpose of developing a timeline, establishing interim goals, scheduling regular meeting dates, and identifying participants for this process. Preliminary work of the task force will be reported to the District and BVCEA no later than April 1, 2019.

\_\_\_\_\_  
Daniel Wisotzkey  
BVCEA President

\_\_\_\_\_  
Tina Marquis  
President, Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

MEMORANDUM OF UNDERSTANDING  
Annual Market Analysis Review of  
Unit C Job Descriptions

The parties agree to conduct an annual salary market review at 75 percent of the market data midpoint of all Unit C job descriptions. The market review at 75 percent of the market data midpoint will compare the job descriptions including the duties and qualifications for the positions and the current salary ranges including longevity and any eligible stipends. The districts to be included in the market review will include: Adams 12 Five Star Schools, Aurora Public Schools, Cherry Creek School District No. 5, Denver Public Schools, Jefferson County Public Schools, Littleton Public Schools, Poudre School District, St. Vrain Valley School District, Westminster Public Schools (Adams 50) and the Thompson School District. The market review will be conducted in the spring prior to contract ratification and approval of the superintendent's final budget. The results of the market review will be reviewed by the parties and recommendations will be developed for future negotiations.

MOU FOR SPECIFIC COMPENSATION

The Boulder Valley Classified Employees Association (BVCEA) and Boulder Valley School District (BVSD) enter into this memorandum of understanding, as the following Unit C employees will not be placed on the transitional salary schedule for the 2019-2020 school year. Effective August 1, 2019, the employees listed in Appendix A will be compensated with a 2.7% cost of living allowance (COLA) and a one-year stipend of 1.35%.

The above mentioned employees retain eligibility for any and all stipend pays listed in Article 14 of the Agreement and are eligible for increases to cost of living allowances (COLA) in 2020-2021 commensurate with inclusion in Unit C.

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John Bludorn, President  
Boulder Valley Classified Assoc.

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Dr. Rob Anderson, Superintendent  
Boulder Valley School District

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Date

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Date

MEMORANDUM OF UNDERSTANDING

Pursuant to Article 4-F of the BVCEA-BVSD Agreement, both the BVCEA and BVSD teams agree to extend the May 10 deadlines for impasse from May 10 to May 24, 2019. Let this document serve as the “written, mutual consent” referenced in that article.

This agreement may be superseded by successor agreement further extending the abovementioned date.

\_\_\_\_\_  
John Bludorn, President  
BVCEA

\_\_\_\_\_  
Mike Gradoz, Assistant Superintendent  
BVSD

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Appendix A

\*Grandfathered Employees

<b>FSA1</b>	<b>KSL 1</b>	<b>Production Cooks</b>	<b>Van Drivers</b>
2210	656	8946	10057
2328	1546	9755	13715
3854	2053	11513	14093
4093	2550	15307	
5074	3235	15795	
7488	3244		
9336	4168		
9585	7907		
9606	8446		
9740	8464		
10092	8694		
10407	9376		
12001	9380		
13185	9686		
13595	9931		
14109	9932		
14270	10091		
14527	10841		
16035	11341		
16513	11705		
	11915		
	13594		
	14064		
	14829		
	15161		
	15543		
	15711		
	16759		
	16898		

<b>Environmental Technicians</b>	<b>Plumbers &amp; HVAC/R Technicians</b>	<b>Security Agents</b>	<b>Transportation Dispatchers</b>
1587	932	2239	1907
13677	2383	4428	7175
	3913	16301	10287
	4218		10325
	7389		
	10124		
	12915		
	15342		

For the 2019-202 school year, the employees on the above list will receive a 2.7% COLA as well as a one-year only stipend of 1.35%. These increases will be applied to the employees current base pay rate.



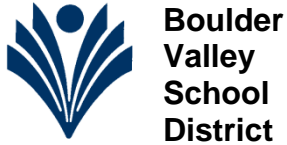
Appendix A

\*GRANDFATHERED EMPLOYEES

Maintenance Mechanics	Head Custodians		Custodians	
856	<u>Group C</u>	<u>Group E</u>	754	10085
964	1917	967	2283	10096
1189	2343	1471	2100	10230
1309	2555	2046	2125	10288
1586	3012	2287	2219	10722
1625	3033	2376	2368	11122
1905	7503	2396	2371	12006
3657	9799	4056	3009	12011
3867	10877	12853	3042	12756
4608	11438		3060	12876
5248	12676		3157	12962
5714			3242	13120
7136			3395	13195
8302			3397	13392
8949			3447	13697
9473			3449	13750
11136			3636	13765
11440			3665	13857
11984			3676	14262
13680			3733	14607
13930			3767	14820
14909			4077	14946
15071			4141	15341
16725			4472	15349
16958			4505	15457
18007			5532	15707
18598			6591	15856
			7361	16734
			7614	16775
			7737	17475
			8019	17563
			8717	17734
			8780	18337
			10071	18358
				18632

For the 2019-2020 school year, the employees on the above list will receive a 2.7% COLA as well as a one-year only stipend of 1.35%. These increases will be applied to the employees current base pay rate.

## APPENDIX B



**Community School Program  
P.O Box 9011  
Boulder, CO 80301  
720-561-5965**

### **Facility Use** **Building Use Terms**

Following are the terms and provisions for obtaining a permit to use Boulder Valley School District facilities.

**Please note: failure to comply with any of these terms or provisions may result in the cancellation of the permit and/or an assessment of appropriate charges.**

- Respect the reserved times on your permit.
- Building use is restricted to space listed on the permit, adjacent halls, and restrooms.
- If you fail to show up at the time stated on your permit, the monitor will wait only one hour on site before locking up. No refunds will be given.
- Space must be left clean, trash must be picked up, and space must be returned to original configuration. Any additional tables, chairs or technical equipment provided by the school must be returned to their original location.
- **Minors must be supervised by adults at all times. Minors are defined as persons under the age of eighteen (18).**
- **Food and/or drink are not permitted in gyms, classrooms or other school areas other than the cafeteria.**
- Physical education equipment or supplies such as climbing ropes, mats, balls, nets, scoreboards, etc. are not to be used unless specifically contracted in writing with the school. Classroom supplies such as dry markers, paper, staplers, etc are to be supplied by the renter.
- Auditorium equipment, (including lights and sound systems) unless specifically contracted in writing with the school may not be used. **These arrangements must be made in advance with the school.**
- Do not adjust moveable walls.
- Do not hang on basketball rims; no slam-dunking allowed. If damage does occur to a basketball rim, backboard or other equipment during your scheduled gym use, you will be billed for all replacement and/or repair costs.
- No tape allowed on the gym floor; use only clean and dry tennis shoes; no black-soled shoes.

- No tape allowed on auditorium floors.
- No temporary electrical, mechanical, or computer modifications allowed.
- Additional restrictions may be added to individual permits.
- Organization or the person responsible listed on the permit will be responsible for damage, vandalism to the premises or removal of items. Fees may be incurred.
- Literature may only be distributed to the attendees of events.
- Solicitation is not permitted on school property. Solicitation is defined as any activity promoting, selling or advertising a product, service, membership or support of an organization or group. This includes leaving signage on school property.
- **INSURANCE – All groups must submit proof of liability insurance prior to receiving their permit. Liability insurance may be obtained as a separate policy or as a rider on homeowners insurance. Boulder Valley School District must be listed as an “additional insured” on the certificate. If you are part of an organized group, the limits of liability are \$1,000,000 per occurrence, \$2,000,000 aggregate. If you are an individual, the limits of liability are \$500,000 per occurrence, \$1,000,000 aggregate. If you have any further questions, please contact the Facility Use office at 720-561-5965.**
- Permits are non-transferable.
- All applicable fire and safety laws must be observed. Open flames are strictly prohibited. Exits and stairways must be kept free of obstructions. Equipment, decorations, or scenery must meet all fire codes.
- Smoking is prohibited in buildings and on Boulder Valley School District property. Use or possession of alcoholic beverages and illegal drugs is prohibited on BVSD property. Weapons of any kind are not allowed except by those authorized at the state and/or federal level to carry such weapons (e.g. peace officers). Failure to comply will be dealt with by local law enforcement agencies.
- Animals are not allowed on school property.
- The Boulder Valley School District shall not be held responsible for any damage or loss, which may occur to non-school property, brought on the premises. Such property must be removed from the facility immediately after the use.
- To the fullest extent permitted by law, the user agrees to defend, pay on behalf of and hold harmless the Boulder Valley School District, its elected and appointed officials, employees and volunteers and others working on behalf of the Boulder Valley School District, against any and all claims, demands, suits, and losses including all costs connected therewith, for any damage which may be asserted, claimed or recovered against or from the Boulder Valley School District, its elected and appointed officials, employees, volunteers or others working on behalf of the Boulder Valley School District, by reason of personal injury, including bodily injury, death, and/or property damage, including loss of use thereof, which arises out of the alleged negligence of user and all persons present at the permitted activity who are in any way connected or associated with this permit.

➤ CANCELLATION POLICY:

The Boulder Valley School District reserves the right to cancel Facility Use Permits should the space be needed for any school or school-related activities. This right will be used only when necessary due to unavoidable circumstances, and attempts will be made to offer alternative space. Full refunds will be given.

The organization, group or person holding the permit may cancel their permit. Cancellations must be made through the Facility Use office at least ten (10) business days prior to the first date on the permit. Failure to follow this policy may result in the following cancellation fees.

- A fee will be charged for any cancellations or changes initiated by the user as follows:
1. If usage fee for cancelled space is less than \$25, no refund will be issued.
  2. If usage fee for cancelled space is between \$25-100, a \$25 charge will be assessed.
  3. If usage fee for cancelled space is over \$100, 25% of the cancelled amount will be charged.

I have read and understand the above stated terms considered to be the provisions of this permit and agree to abide by them. As the person responsible, I understand that it is my responsibility to inform all persons present at the permitted activity of these terms. It is also my responsibility to immediately report to the Facility Use office any damages incurred during my use of BVSD facilities. I indemnify BVSD, its agents and/or employees from all liabilities of whatever nature, for any injuries and/or damages incurred by any person involved in or observing any activity performed pursuant to this permit.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_