

# Negotiated Agreement

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Between the

Trinidad Board of Education  
Trinidad School District 1

And the

Trinidad Education Association  
Educational Support Professionals

for the period

July 1, 2010 to June 30, 2012

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**TRINIDAD SCHOOL DISTRICT 1**  
**215 S. Maple Street**  
**Trinidad, Colorado 81082**  
**719- 846-3324 FAX 719-846-2957**

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**TABLE OF CONTENTS**

ARTICLE		PAGE
	Agreement and Preamble-----	1
1	Definitions-----	2
2	General Provisions-----	4
3	Recognition-----	6
4	Representation Rights-----	7
5	Negotiations Procedure-----	9
6	Grievance Procedure-----	13
7	Leaves of Absence-----	17
8	Work Year and Hours-----	27
9	Seniority and Reduction In Force-----	30
10	Fringe Benefits-----	32
11	Assignment and Vacancies-----	34
12	Employee Rights-----	36
13	Evaluation-----	38
14	Vacations and Holidays-----	40
15	Subcontracting-----	42
16	Salaries-----	43
17	Term of Agreement-----	44
	Attestation-----	45
	Appendix A-----	46
	Appendix B-----	47
	Appendix C-----	48
	Appendix D-----	50
	Appendix E-----	51
	Appendix F-----	52



**AGREEMENT:**

This Agreement is made and entered into by and between the Board of Education of Trinidad School District 1 in the County of Las Animas, State of Colorado, on behalf of said school district and the Trinidad Education Association Educational Support Professionals, affiliated with the Colorado Education Association and the National Education Association on behalf of itself and the classified employees of the said schools district and constitutes the entire Agreement of both parties, effective on the first day of July 1, 2009.

**PREAMBLE:**

WHEREAS, the Board and Association recognize and declare that providing services in support of a quality education for the children of Trinidad School District 1 is their mutual aim, and that excellent education depends in part upon the quality, morale, and cooperation of the classified employees of the Trinidad School District 1. This Agreement is entered into and is dedicated toward establishing an effective labor-management relations program.

Now, therefore, the parties agree as follows:

## ARTICLE ONE - DEFINITIONS

- 1-1 **ASSOCIATION** The Trinidad Education Association Educational Support Professionals (TEA-ESP) CEA/NEA, a party to this Agreement.
- 1-2 **BOARD** The Governing Board of Education of Trinidad School District 1 in the County of Las Animas and State of Colorado, a party to this Agreement.
- 1-3 **DAYS** Calendar days, unless otherwise provided in this Agreement.
- 1-4 **DISTRICT** Trinidad School District 1 in the County of Las Animas and State of Colorado.
- 1-5 **EMPLOYEE** Any full time and part time member of the bargaining unit in a classified employee position who is not a confidential, temporary, substitute, administrative or supervisory employee.
- 1-6 **EMPLOYMENT YEAR** The period from July 1 through June 30.
- 1-7 **EMPLOYER** The Board or its designee(s).
- 1-8 **FULL TIME** Twenty (20) or more hours of employment per week with a minimum of 160 days per year.
- 1-9 **SUPERVISOR** The administrator responsible for the daily supervision, evaluation of the employee, and recommends promotion, demotion, hiring and firing of the employee.
- 1-10 **PART-TIME** Less than twenty (20) hours of employment per week.
- 1-11 **SUPERINTENDENT** The superintendent of Trinidad School District 1.
- 1-12 **BARGAINING UNIT** All full time and part-time classified employees of the District except:
- 1) Administrators/Principals
  - 2) Teachers
  - 3) Counselors
  - 4) Managers, supervisors and confidential employees who are specifically excluded from the Negotiating Unit and who are listed on Appendix A, attached hereto.
  - 5) Substitute and temporary employees.
- 1-13 **PARTY OR PARTIES** The Board, or its representatives acting on its behalf, and the Association, or its representatives acting on its behalf.

- 1-14 **DISCIPLINARY ACTION** An action that is with just cause toward a bargaining unit employee, intended by an Administrator, Supervisor or Principal to be disciplinary in nature as part of the progressive disciplinary process in article 12-2-1
- 1-15 **SCHOOL CALENDAR YEAR** The number of student contact days in the current school calendar.

## **ARTICLE TWO - GENERAL PROVISIONS**

- 2-1 Neither the Board nor the Association, or any authorized agent of the Board or the Association, shall discriminate against any employee on the basis of race, age creed, color, national origin, sex, marital status, handicap, sexual orientation, membership or non-membership, or participation or non-participation in the activities of, any labor organization.
- 2-2 This Agreement constitutes Board policy for the term of said Agreement, and the Board and the Association shall carry out the commitments contained herein and give them full force and effect.
- 2-3 No additions, waivers, deletions, modifications, changes or amendments of this Agreement shall be made during its life, except by mutual consent in writing of the parties hereto.
- 2-4 This Agreement shall be governed and construed according to the Constitution and Laws of the State of Colorado and the United States of America.
- 2-5 The provisions of this Agreement shall control where any direct conflict exists between this Agreement, Board policy, and practice not incorporated in this Agreement. In the event of a change in a District-wide personnel policy not controlled by this Agreement and when this policy directly affects employees, the District agrees to consult with the Association regarding such change prior to its implementation. Any matter not covered by this Agreement, Board Policy shall control.
- 2-6 At the request of the Association, the District shall make available copies of data pertinent to the subject of negotiations consistent with the Open Records Law. The Association shall reimburse the District for any unusual costs of obtaining such data which cost is mutually agreeable to both parties. At the request of the District, the Association shall make available copies of data pertinent to the subject of negotiations obtained from sources outside the District and on which the Association relies on for negotiations.
- 2-7 Subject to any limitations under State or Federal law, the Board shall make available to the President of the Association an advance copy of the agenda, the personnel report, and the minutes for each official Board meeting through the mail.
- 2-8 If any provision of this Agreement or any application of this Agreement to any employee covered hereby shall be found contrary to law by a court of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect, and the parties shall meet within a reasonable time to renegotiate the stricken provisions.
- 2-9 When the District is considering an alteration to any aspect of the bargaining unit, such change shall be discussed by officially designated District and Association representatives. Discussion shall take place early enough in the District's decision-making process so that suggestions made by the Association may be legitimately considered by the District. This Article and any

Agreement pursuant hereto, shall not impair any constitutional, common law, statutory or traditional duties or responsibilities of the public employer to organize or manage its structure, perform its structure, perform its functions or operations or determine its policy. These sole and exclusive duties and responsibilities shall not be abridged.

Nothing contained in this Agreement shall be construed to limit the discretion of the School District to confer with employees in the process of developing polices relating to the programs of the District.

- 2-10 It is agreed that where the feminine or masculine gender is used, it shall also apply to the opposite gender, and where the singular is used, it shall also apply to the plural.
- 2-11 The Board and the Association recognize that the Board has certain powers, discretion and duties that, under the Constitution and Laws of the State of Colorado may not be delegated, limited or nullified by agreement with any party. The Board is also subject to the Constitution and Laws of the United States of America. Any provision of these Negotiated Policies which are in violation of State or Federal Law shall be jointly revised to comply with law.

### **ARTICLE THREE - RECOGNITION**

- 3-1 The Governing Board of Education of Trinidad School District 1, herein referred to as the “Board”, recognizes the Trinidad Education Association Educational Support Professionals, herein referred to as the “Association”, as the exclusive representative of the employees in the bargaining unit defined herein, for the purposes of collective bargaining on all matter relating to grievance procedure, rates of pay, wages, hours, and other terms and conditions of employment.
- 3-2 The Board agrees not to bargain directly with any other organization other than the association representing employees in the bargaining unit for the duration of this Agreement, nor shall the Board bargain directly with any bargaining unit employee or group of bargaining unit employees for the duration of this Agreement.
- 3-3 All rights and privileges granted to the Association under the terms and provisions of this Agreement are for the exclusive use of the Association.

## **ARTICLE FOUR - REPRESENTATIVE RIGHTS**

### **4-1 DUES DEDUCTION**

- 4-1-1 The Board agrees to deduct from the salary of each Employee who is a member of the Trinidad Education Association Educational Support Professionals and who has provided a written request and authorization, an amount of money equal to an Association member's dues in the Association, the National Education Association, and the Colorado Education Association (collectively referred to hereafter as "Association representation fees or dues"), as those amounts are certified by the Association. The Board further agrees to transmit all such monies so deducted to the Association on a regular monthly basis with a list of all members who have authorized such deductions and the amount deducted from their pay.
- 4-1-2 Payroll deductions for Association representation fees shall be made unless an employee notifies the Association between August 1 and August 15 of each year, by certified return receipt written letter. The Association shall provide copies for any such letter to the Superintendent prior to end of work day, August 16.
- 4-1-3 The deduction referred to in Article 4-1-1 above will be made in equal installments semi-monthly for which payroll authorization is effective, i.e. September through the next succeeding August 31. The District will not be required to honor, for any month's deduction, any authorizations that are delivered to it later than the 10th day of the month prior to the distribution of the payroll from which the deductions are to be made.
- 4-1-4 The Association will periodically furnish the Board with a list of all members who have authorized dues deductions. The Association shall also furnish the Board with a dues deduction form properly signed by the members. Such forms shall remain in effect during the employment of the member until such time as revoked by the member.
- 4-1-5 The Association shall indemnify and hold the district harmless from any and all claims, demands, suits, cost and attorneys' fees incurred in connection with any such claim demand or suit, resulting from any reasonable action taken or omitted by the District for the purpose of complying with the provisions of this article.
- 4-1-6 The Association shall have the right to use school facilities for Association meetings without cost, except when a director or supervisor, for good cause, determines approval cannot be granted.
- 4-1-7 The Association shall have the right to deliver and receive materials through the school courier service. The Association shall be provided with bulletin boards or sections there of for purpose of posting Association materials at work sites. The Association will have the ability to use the District e-mail to communicate with its members and bargaining unit according to the District policies.

- 4-1-8 Duly authorized representatives of the Association, and its respective affiliates, shall be permitted to transact official business on school property before and after school and during the duty-free lunch period.
- 4-1-9 Association representatives, during working hours, without loss of time or pay, are allowed to represent employees and investigate and present grievances to the District when mutually agreed upon meetings are scheduled during the work day. All efforts shall be made to not disrupt the school/work day of employees.
- 4-1-10 The District agrees to furnish the Association in response to requests for all available information concerning the financial resources of the District and such other information as will assist the Association in developing programs on behalf of the Employees, together with information which may be necessary for the Association to process any grievance or complaint or to develop bargaining proposals.
- 4-1-11 The Association shall promptly be notified by the District of any written disciplinary actions, improvement or remediation plans, and suspension of pay or recommendation for dismissal of any employee. Any Employee who is asked by management to attend a meeting pertaining to the above disciplinary actions, will be informed of the reasons for the meeting prior to holding the meeting, when possible. The Employee has a right to discuss the matter personally or to request that an Association representative be in attendance.

## **ARTICLE FIVE - NEGOTIATION PROCEDURE**

### **5-1 SCOPE OF NEGOTIATIONS**

5-1-1 The scope of negotiations shall be on matters concerning classified employees' salaries, terms and conditions of employment, and other items mutually agreed upon.

### **5-2 CONDUCTING NEGOTIATIONS**

5-2-1 A written request for formal negotiations between the Association and the Board may be submitted by either party. Such request shall be directed to the designated representative of the other parties.

5-2-2 Within two (2) weeks of the receipt by either party of a request to initiate negotiations, the parties should meet to exchange information about the requested negotiations and identify the specific concerns or interests that they desire to address. Such proposals need not be lengthy, but should serve to identify the nature of the concern prompting the request for negotiation. The parties will also identify a deadline for introducing new or additional topics to the negotiations with the provision that the lists may always be expanded upon mutual agreement.

5-2-3 Negotiations mutually agreed upon shall be conducted at times and places mutually agreeable to the negotiators named by each party provided, however, that such meetings do not interfere with the normal operation of the District, including normal job assignments of negotiation unit employees. If negotiations are conducted during the course of the workday, the members of the negotiation team shall be released from work duties without loss of salary to attend such meetings.

5-2-4 The Association shall present a written proposal in full to the Board ten (10) workdays prior to the first meeting. The Board shall respond in like manner of the time of the first meeting.

5-2-5 It is recognized that either party may designate its own representatives provided, however, that representatives shall be restricted to nine (9) members for each party.

5-2-6-1 It is recognized that either party may, if it so desires, utilize the service of consultants.

5-2-6 Both parties agree to negotiate in good faith. Good faith is defined as an honest attempt to resolve issues which arise during the negotiations process. Both parties agree to present reasonable proposals which demonstrate educational and fiscal responsibility. The obligations of good-faith negotiations do not compel either party to agree to or make concessions on specific issues.

- 5-2-7 The Board shall make available to the Association the proposed budget for the next fiscal year as soon as it is available, including preliminary information concerning classified employee salaries.
- 5-2-8 Negotiations shall be conducted in closed session unless both parties agree to the contrary.

### 5-3 ADOPTION OF AGREEMENT

- 5-3-1 Tentative agreement of individual items reached during negotiations shall be reduced to writing, dated, and signed by the teams' spokespersons. Tentative agreement of individual items shall be conditional upon the approval of the entire agreement by both parties.
- 5-3-2 It is understood and agreed that all tentative agreements negotiated by the parties' representatives are subject to formal ratification by the members of the Association and adoption by the Board.
  - 5-3-2-1 The Association agrees to present the tentative agreement to its membership and hold its ratification meeting within fourteen (14) calendar days after the tentative agreement has been reached, and to notify the Board in writing of the results of such meeting immediately following that meeting.
  - 5-3-2-2 Following ratification by the Association, the Agreement shall be placed on the agenda for the next Board meeting for consideration of its adoption.
  - 5-3-2-3 After ratification by both parties, the Board and the Association shall sign the Agreement.

### 5-4 IMPASS RESOLUTION MECHANISMS

- 5-4-1 If agreement has not resulted from negotiation, either party may declare impasse and notify the other party in writing of its desire to submit the issues in dispute to mediation.
- 5-4-2 Selecting Mediator. The Board and the Association will attempt to mutually agree upon a mediator. If the parties are not successful in selecting a desired mediator in this fashion, either party may submit a request first to the Federal Mediation and Conciliation Service (FMCS) and if no mediator is available from FMCS, then the American Arbitration Association for selection of mediator according to its then-current rules. The American Arbitration Association will submit identical lists of names of five (5) persons skilled in resolution of educational labor disputes to each party within seven (7) calendar days. Five (5) days after receipt of this list or lists, the parties shall convene either personally or by telephone, and shall alternately strike names until one (1) name is left. The party striking first shall be determined by lot. The format, dates and times of meetings will be arranged by the mediator.

- 5-4-3 The mediator is not empowered in any way or permitted in any way to make any findings of fact, recommendations, or decisions concerning the position(s) of the parties and/or the issues related thereto.
- 5-4-4 The format, dates, and times of meetings shall be arranged by the mediator, and such meetings shall be conducted in closed sessions.
- 5-4-5 The costs for the services of the mediator, including per diem expenses, if any, and actual and necessary travel expenses and subsistence shall be shared equally by the Board and the Association.

## 5-5 FACT-FINDING

- 5-5-1 If the mediation described in Section 5-4 has failed to bring about agreement on all issues, either the Board or the Association may request that the issues which remain in dispute be submitted to a fact-finder. In the event that the parties are unable to agree on a fact-finder, the fact-finder shall be selected in the manner provided in Section 5-4 for selecting a mediator. Subsequent to this request, the parties may continue to negotiate until agreement is reached or a fact-finding hearing is convened, if both parties mutually agree that continued negotiations would be beneficial.
- 5-5-2 The fact-finder shall have the authority to schedule and hold hearings and make procedural rules. As soon as practicable upon appointment, the fact finder shall convene a hearing with at least ten (10) days written notice to both parties at which time both parties may appear to present facts and arguments with regard to those issues which remain in dispute.
  - 5-5-2-1 If the fact-finder elects to receive summary briefs of the positions of each of the parties, such briefs shall be delivered to the fact-finder no later than five (5) calendar days following the last fact-finding hearing. The fact-finding process shall be conducted daily from the date it begins unless otherwise agreed to by both parties.
  - 5-5-2-2 All hearings by the fact-finder shall be held in closed sessions, and no news releases shall be made concerning progress of such hearings.
- 5-5-3 The hearing shall be concluded within ten (10) days of being first convened, and the fact finder shall issue his written findings of fact and advisory recommendation not later than thirty (30) days after the hearing is closed. The fact finder's report shall be issued to the Board and the Association only and shall set forth in the report the finding of fact, reasoning, and recommendations on the issues submitted.

- 5-5-4 Within five (5) calendar days after receiving the report of the fact-finder, the representatives of the parties shall meet to discuss the report. No public release shall be made until after such meeting.
- 5-5-5 The respective parties shall take official action on the report of the fact-finder no later than fifteen (15) calendar days after the meeting described in Section 5-5-4
- 5-5-6 Tentative agreement reached on the issues in dispute as a result of fact-finding shall be submitted to the process provided in Section 5-3.
- 5-5-7 The costs for the services of the fact-finder, including per diem expenses, if any, and actual and necessary travel expenses and subsistence shall be shared equally by the Board and the Association.
- 5-5-8 Either party may request that an official stenographic record of the testimony taken at the fact-finding hearings be made, and a copy of any transcript shall be provided to the fact-finder. The party requesting the official stenographic record shall pay the costs thereof except that if both parties mutually agree in the request for an official stenographic record of the testimony, the total cost shall be shared equally.
- 5-5-9 The cost of printing the Agreement shall be shared equally by the Board and the Association.

## **ARTICLE SIX – GRIEVANCE PROCEDURE**

### **6-1 Definition**

6-1-1 A “grievance” shall mean a claim or complaint by a bargaining unit member, a group of bargaining unit members or, in the case of a grievance involving a class / group of employees, by the Association, that there has been a violation, misinterpretation, or misapplication of an express provision of this Agreement or published Board and Administrative policies and regulations concerning employment terms and conditions of employment related personnel matters.. Refer to Appendix C for the grievance document to be used for filing a grievance.

6-1-3 A “grievant” is the employee or employees who have filed a written grievance bearing the employee or employees’ name(s), or in the case of a grievance involving a class or group of employees, the Association.

### **6-2 Purpose**

6-2-1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise involving the matters dealt with in the Agreement. Both parties agree that their proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

6-2-2 Nothing contained herein will be constructed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of this administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given an opportunity to be present as such adjustment and to state its views.

### **6-3 Procedure**

6-3-1 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

6-3-2 In the event a grievance is filed at such a time it cannot be processed through all of the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of this school year or as soon thereafter as is practicable.

### **6-4 Hearing Levels**

- 6-4-1 Level One: Informal Level. An Employee with a grievance is encouraged to discuss the alleged violation of the Agreement with his/her immediate supervisor or have his designated grievance representative do so. This discussion should occur within twenty (20) work days that the Employee knew or should have known of the act upon which the grievance is based.
- 6-4-2 Level Two: Formal Grievance. An Employee wishing to file a formal grievance must file the written grievance with his/her immediate supervisor within twenty (20) work days that the Employee knew or should have known of the act upon which the grievance is based or within twenty (20) work days of the meeting with the supervisor described in Section 6-4-1 above. The principal and the grievant may be accompanied by a representative. The principal shall provide a written response within ten (10) work days of the meeting.
- 6-4-3 Level Three - Superintendent: If the aggrieved employee is not satisfied with the disposition of his/her formal grievance at Level Two, or if no decision has been rendered within ten (10) work days after presentation of the grievance at the Level Two meeting, he/she may file the grievance in writing simultaneously with the Association and the Superintendent within five (5) work days after receipt of the written decision at Level Two or fifteen (15) work days after the Level Two meeting, whichever is sooner.
- 6-4-3-1 Within ten (10) work days after receipt of the written grievance, the Superintendent or his/her designee will meet with the aggrieved employee and a representative of the Association in an effort to resolve it.
- 6-4-3-2 The Superintendent shall provide a written response within ten (10) work days of the meeting.
- 6-4-4 Level Four – Advisory Arbitration: If the aggrieved employee is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within ten (10) work days after the Level Three meeting, he/she may, within five (5) work days after decision by the Superintendent or fifteen (15) school days after the Level Three meeting, whichever is sooner, request in writing (with a copy to the Superintendent) that the Association submit his/her grievance to arbitration. The Association may, by written notice to the Superintendent within fifteen (15) work days after receipt of the request from the aggrieved employee, submit the grievance to advisory arbitration. If any question arises as to whether a particular dispute is arbitral under this Agreement, such question will first be ruled upon by the arbitrator selected to hear the dispute. Except as otherwise expressly provided in this Agreement, the arbitration will be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association in effect at the time (hereinafter referred to as the “AAA Rules”).
- 6-4-5 The parties may agree on an arbitrator. In the event the parties are unable to agree on an arbitrator, either party may request that the American Arbitration Association furnish a list of five (5) arbitrators who are available and willing to serve. The parties shall meet

within seven (7) work days from the mailing date of such list and cross off names to which they object with the party striking a name until one name remains. The remaining name shall be the arbitrator.

- 6-4-6 All hearings held by the arbitrator shall be in closed sessions, and no news releases shall be made concerning progress of the hearing.
- 6-4-7 The arbitrator's report shall be submitted in writing at the earliest possible time, but not to exceed 30 calendar days after the date of the close of the hearing, to the Board and the Association only.
- 6-4-8 The arbitrator shall not have the power to add to, subtract from, or modify any terms of this agreement or terms of applicable Board policy. The arbitrator's report shall be submitted in writing to the Board and the Association (or their respective representatives) only, and shall set forth his findings of fact, reasoning, conclusions, and recommendations.
- 6-4-9 The Board shall take official action on the report of the arbitrator at its next regularly scheduled meeting unless the decision is rendered within ten (10) work days prior to said Board meeting, in which event action shall be taken at the next following regular meeting of the Board.
- 6-4-10 All mutually incurred costs of the arbitration, including the costs for the services of the arbitrator, his/her travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

#### 6-5 **Rights of Employees to Representation**

- 6-5-1 No reprisals will be taken by the Superintendent or by any member of the administration or the Board against any grievant, any association grievance representative, or any other participant in the grievance procedure by reason of such participation.
- 6-5-2 An employee may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a grievance representative selected by the Association.

#### 6-6 **Miscellaneous**

- 6-6-1 If, in the judgment of the Association, a grievance affects a group or class of employees, the Association within thirty (30) days after the Association knew or should have known of the occurrence of the event upon which the grievance is based, may initiate and submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though there is no individual aggrieved employee who wishes to do so. In the process of investigating a grievance

made directly by the Association on behalf of an employee or group of employees, the named employee or group of employees may be required to participate in the investigation to validate the alleged grievance.

- 6-6-2 If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the aggrieved employee, within thirty (30) work days after he/she knew or should have known of the occurrence of the event upon which the grievance is based, will submit such grievance in writing to the superintendent and the Association directly and the processing of such grievance will be commenced at Level Three. The Association may process a class / group grievance through all levels of the grievance procedure even though the aggrieved employee does not wish to do so. In the process of investigating a grievance made directly by the Association on behalf of an employee or group of employees, the named employee or group of employees may be required to participate in the investigation to validate the alleged grievance.
- 6-6-3 When it is necessary for the grievant or an Association grievance representative to investigate or participate in the investigation of a grievance or attend a grievance meeting or hearing during the school day, he/she will, upon notice to his/her immediate supervisor by the Association, be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any employee whose appearance in such investigations, meetings or hearings as a witness is necessary will be accorded the same right. All efforts will be made to schedule grievances after work hours.
- 6-6-4 All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- 6-6-5 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent and the Association and given appropriate distribution by the Association so as to facilitate operation of the grievance procedure. The costs of preparing such forms will be borne by the Board.
- 6-6-6 The Association and the aggrieved employee will be required to exhaust the grievance procedure set forth in this Article, including arbitration, before seeking alternative remedies provided that by doing so they will not be deemed to have waived or otherwise prejudiced any constitutional, statutory, or other legal rights that they may have.
- 6-6-7 No grievance shall be recognized by the Board unless it has been presented at the appropriate level within the limits stated above. If not so presented, the right to file a grievance will be forfeited. Failure of the District at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure of the grievant at any step of this

procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. Time limits under this procedure may be extended by mutual written consent.

## **ARTICLE SEVEN - LEAVES OF ABSENCE**

### **7-1 Annual Excused Leave**

7-1-1 Beginning in July, each 10-month Classified Employee shall receive annual leave with full pay for twelve (12) work days each year. There shall be no limit on the number of excused leave days which an employee may accumulate. All accumulated Sick Leave shall be converted to Annual Excused Leave and accumulated as such thereafter.

7-1-1-1 Classified employees that are working 11 months and have an 11 month contract will receive 13 annual excused leave days.

7-1-1-2 Classified employees that are working 12 months and have a 12 month contract will receive 14 annual excused leave days.

7-1-2 Annual Excused Leave shall not be taken the first or last day of each semester, or the last school day before or the first school day after a holiday or vacation period, except as provided by the superintendent due to emergency situations. No reason need be given for the use of annual leave except when needed to verify an emergency. Such leave shall be deducted from accumulated annual excused leave and shall be taken as least one half day at a time. Any time used less than ½ day will be made up within that pay period.

All employees shall give the supervisor advance notice of two days with the exception of emergency situations when desiring to use annual leave. The supervisor has one work day to notify the employee of their decision and must provide a reason if denied.

If the leave is denied, the employee may appeal the supervisor's decision to the superintendent prior to the leave going into affect.

7-1-2-1 If an employee's effective date of employment is after the beginning of the contract year, the employee shall accrue annual leave on a prorated basis for each full month of employment during the current contract year.

7-1-3 If there is a reasonable concern regarding an employee's illness, the Superintendent or his designee, may require that the employee furnish a physician's certification of cause and duration of the illness.

- 7-1-4 The District shall have the right for cause, at its expense, to require physical or psychiatric examinations of an employee at any time by a physician selected by the District.
- 7-1-5 After an employee has exhausted all annual and accumulated excused leave, absences shall be deducted at the hourly rate of employee's pay for such time of absence not covered by annual excused leave.
- 7-1-6 Any employee with ten (10) years of consecutive service to the District, who retires, resigns in good standing, or dies prior to taking accrued annual leave will be paid, at the rate of 75% of their most recent hourly wage, for the unused annual excused leave accumulated at the time of separation, not to exceed ninety (90) days.
- 7-1-7 Any employee who has 15 days of annual leave or less and is currently on leave for him/or herself or a family members illness, may obtain not more than thirty (30) days/two hundred forty (240) hours additional time by having annual leave donated to them by other employees provided the illness is not work related. The employee shall contact the Association President and the payroll office when borrowing and/or donating days/hours to coordinate the usage of the days/hours. In no event shall the number of days/hours borrowed and/or donated exceed thirty (30) days/two-hundred forty (240) hours per employee.
- 7-1-8 No more than five (5) consecutive annual leave days may be used at any one time. If additional days are needed, they shall be authorized by the employee's supervisor or superintendent before they can be taken.
- 7-1-9 Classified employees will be allowed to accumulate ninety (90) days of Annual Leave to carry forward. Therefore, classified employees accumulating over ninety (90) days (up to 102 days) will be paid at a rate of 75% a day for excess days at year-end and the carry forward will be reduced to ninety (90) days. At year end, no classified employee will be allowed more than ninety (90) usable annual leave days.
- 7-1-10 In the event that an employee has exhausted all of their annual leave and the donation process has been exhausted, the employee (provided that you have joined the sick leave bank by donating 1 day upon new employment with the District) can request up to twenty (20) days from the sick leave bank.
- a) Applications for benefits from the bank will be made in writing and must be a minimum of five working days. Application forms will be available through the Personnel Office.
  - b) An employee will not be able to withdraw days from the bank until his/her fully paid accumulated Annual leave is depleted.
  - c) Benefits of the bank shall be restricted to the illness or disability of an employee or an employees family member.

- d) Not more than twenty (20) days may be used by one employee in one school year.
- e) A doctor's statement specifying the nature of the illness or disability, the dates of medical service to the employee and the date of the patient's release for return to their regular duties, will be required.
- f) It is understood that each member using days from the bank will be obligated to pay back their used days at the rate of one (1) every other month through the school year as long as they are employed by the district.
- g) TEA-ESP shall have 2 members on the sick leave bank committee.

## 7-2 FAMILY LEAVE

- 7-2-1 Upon the birth or adoption of a child, or a pregnancy related leave required due to a medically certified complication, a full-time classified employee shall be entitled, upon written request to the Superintendent or his designee, to an unpaid leave. In unusual circumstances, the period of leave granted may be extended upon request.
- 7-2-2 Initial written requests should include at least 30 calendar days notice of the intended leave commencement date.
- 7-2-3 An employee who is pregnant may continue active employment as late into her pregnancy as her physician recommends, provided she is able to properly discharge her duties.
- 7-2-4 An employee may, because of verified medical disability connected with or resulting from such pregnancy or childbirth, at the employee's option, use available earned cumulative leave for such disability. The District may require additional statements from the attending physician at any time.
- 7-2-5 While on such leave, an employee shall have the option of remaining an active participant in those fringe benefit programs for which eligible at the employee's expense.
- 7-2-6 If the period of leave exceeds the attending physician's determination of when the employee is able to resume regular work, excluding cumulative leave, in a given, work year, no increment credit will be granted, however, accumulated leave will be maintained.

- 7-2-7 A full-time classified employee adopting a child shall be entitled, upon written request, to an unpaid leave commencing at the time of adoption. The employee shall direct such request to the Superintendent or his designee in writing and, except in case of emergency, shall give notice of at least five (5) calendar days prior to the date on which the leave is to begin.
- 7-2-8 An employee who is granted family leave shall have the right to return to work on the following basis:
- 7-2-8-1 An employee on family leave, for a period of 60 calendar days or less, shall be returned to the same position, provided the employee has notified the Superintendent in writing of the employee's desire to return to active employment no later than 30 calendar days prior to the date the employee desires to return.
  - 7-2-8-2 If an employee elects to extend the leave beyond 60 calendar days but indicates a desire to return to work within 12 months after the birth of the employee's child, the employee shall be re-employed subject to positions being available. If more than one employee has given notice pursuant to this paragraph, such employees shall be returned to work, subject to position being available, in order of the dates on which notice of their desire to return to work was given to the District.

### 7-3 INJURY LEAVE

- 7-3-1 All full-time classified employees temporarily absent from work and unable to perform his or her normal duties as a result of injury or occupational disease, arising out of and in the course of their employment by the District, shall be granted injury leave of up to 30 days with full pay less the amount of any workers' compensation payment benefits or awards made for temporary disabilities due to said injury. The employee shall meet all the requirements to qualify for worker's compensation prior to receiving injury leave. No part of such leave will be charged against the employee's annual excused leave. Any employee denied or penalized under the workers' compensation statute shall not receive injury leave. Upon the approval for worker's compensation, the employee shall relinquish the worker's compensation check to the district during the time the employee is on injury leave and receiving full pay and benefits.
- 7-3-2 The District and/or the District's insurance carrier shall be subrogated to the claims of such employee against any third person or persons for the amount of benefits paid by the District.

7-3-3 If an employee incurs an injury arising out of and in the course of such employee's employment by the District which is compensated by no-fault insurance for the first three (3) days of such injury, and for which the District's workers' compensation insurance carrier makes no payments, the employee shall be granted injury leave with pay for those three (3) days, unless the employee assigns any such payment to the District. The employee shall meet all the requirements to qualify for worker's compensation prior to receiving injury leave.

#### 7-4 JURY DUTY

7-4-1 Each classified employee will receive regular payment from the District for the first three (3) days of continuous jury service on a trial or Grand Jury. After the third day of continuous service on a trial or Grand Jury, the classified employee has the option of accepting the per diem payment from the State, or receiving regular payment from the District. If the classified employee chooses to accept the regular payment from the District, the per diem payment from the State must be returned to the payroll office by the classified employee. If the classified employee chooses to accept the per diem payment from the State, the payroll office of the District must be informed immediately, in writing, that the classified employee has chosen this option.

7-4-2 An employee who reports for jury duty but is excused by the court less than half-way through the work shift shall immediately report to their district assignment.

#### 7-5 PROFESSIONAL LEAVE

7-5-1 From time to time employees may be requested by the District to attend meetings, workshops or symposiums through which the employee will receive training and, thereby, become more efficient in the discharge of their duties. Professional leave may be approved with or without expenses. If expenses are granted, reasonable and necessary expenses, such as mileage, lodging and meals (or per diem), registration fees, parking, and gratuities, may be approved.

#### 7-6 ASSOCIATION LEAVE

7-6-1 Sixty (60) days of Association Leave per year may be granted to full-time classified employees designated by the Association to permit them to attend conferences, conventions, or Association related activities sponsored by the Colorado Education Association or the National Education Association. The TEA-ESP Association shall reimburse the district \$50.00 per day if a substitute is required. Only eight (8) days of Association Leave will be used at any one time. The maximum number of days any one

employee can use in a school year beginning in September and ending in August is ten (10) days.

#### 7-7 REPORTING OFF AND RETURN TO DUTY

7-7-1 Unless otherwise provided in this Article 7, the specific procedure outlining times for calling off and on shall be the responsibility of the respective building Principals, the employees Supervisor or the employees Manager.

#### 7-8 FAMILY AND MEDICAL LEAVE ACT (FMLA)

7-8-1 The District will follow the 1993 Family and Medical Leave Act as it applies to employees who meet the qualifications of the act.

7-8-2 The purpose of the Act is to allow eligible employees to take up to 12 weeks of unpaid leave in any 12 month period to:

- Care for the employee's child after birth or placement for adoption or foster care;
- Care for the employee's spouse, parent, or child who has a serious health condition;
- Treatment for and recovery from a serious health condition which affects the employee's ability to do his/her work.

7-8-3 If both spouses are employed by the District and are eligible employees under the FMLA, each shall be individually entitled to all FMLA leave rights.

7-8-4 The calculation of the leave year (12 month period) shall be a 12 month period measured forward from the first date leave is used by the employee.

7-8-5 In instances where an employee's leave, for reasons which qualify under the FMLA, is reasonably foreseeable, the employee shall give at least 30 days' notice of intent to take FMLA leave. In emergency situations, where the employee could not have reasonably anticipated the need for leave; the employee shall notify the employer as soon as possible.

7-8-6 While an employee is on an FMLA leave, the employer shall maintain the same coverage under its group health plan. If the employee is normally required to pay part of the premium, he/she shall continue to do so.

7-8-7 If an employee wishes to utilize intermittent or recurring FMLA leave for the purpose of receiving medical treatment, the District may request that the employee transfer on a temporary basis to a position which better accommodates such recurring periods of leave. If the employee accepts the transfer, he/she shall maintain the same salary and benefits he/she enjoyed before the transfer.

- 7-8-7-1 The District may require that the employee take leave for a different period of time, for a specific period of time, or at a specific time, if the employee and the employee's health care provider consent.
- 7-8-7-2 The District shall not require an employee to remain out of work on involuntary leave solely because the employee's return to work would fall within 3 weeks of the end of the academic term.
- 7-8-8 If the District requests verification by a health care provider of an employee's need for person medical leave or medical leave for a family member under the FMLA, the District shall do so in writing and shall attach a copy of the U. S. Department of Labor's form WH-380 for the employee. The Employee shall return the completed form to the District within 15 days after the date he/she received the District's written request for verification. The requirements for verification of the employee's continuing need for FMLA leave shall be the same as those set forth in this Agreement for employees on non-FMLA qualifying leaves. The requirements for certification of the employee's ability to return to work shall be the same as those set forth in the Agreement for employees returning from other paid or unpaid leave.
- 7-8-9 An employee who has accumulated annual, or vacation days under this Agreement may elect to substitute such days for any qualified FMLA leave days.
- 7-8-10 Reinstatement of an employee at the conclusion of FMLA leave shall be to the position held by the employee prior to the FMLA leave unless the position has been eliminated. If the position has been eliminated, the District shall place the employee in a comparable position at the same worksite and, if none is available, in another position in the District. The position shall be equivalent in salary, benefits and other terms and conditions of employment.

## 7-9 Medical Leave

- 7-9-1 Employees who are medically disabled and unable to continue work and have exhausted their leave benefits or desire not to use accumulated excused leave shall be granted a medical leave of absence without salary and benefits for the duration of the medical disability, but not to exceed a period of 120 working days. If the employee returns to work during the 120 working day period, the employee shall be placed in the previous assignment. Verification of medical disability by a licensed physician shall be required.
- 7-9-2 Extended medical leave without salary and fringe benefits may be renewed by the Board upon the recommendation of the Superintendent for an additional twelve months.
- 7-9-3 If the employee returns to work during the extended medical leave, the employee shall be assigned at such time as a vacancy is open for which the employee is qualified. When

two (2) or more employees returning from medical leave are qualified for a single opening, the employee who has been on medical leave the longest shall receive first consideration. If the terms of the medical leave are identical, then experience, length of service, qualifications, and special skills will be some of the salient factors in filling such vacancies.

7-9-4 When employees on medical leave are able to return to work, they shall be reinstated on the Salary Schedule at the classification and step they were when they were granted such leave, unless they qualify for a step increase as provided.

7-9-5 Before returning to work, the employee shall be required to submit to the Superintendent a physician's certificate of fitness to work.

#### 7-10 Military Leave

7-10-1 An employee who is a member of a reserve or national guard unit or any other branch of the military organized under state or federal law who is required to take annual active duty during any period of active employment with the district shall be granted military leave with a right of reinstatement in accordance with state and federal law.

7-10-2 Exclusive of travel allowances, if the employee's salary from the military reserve unit is less than the gross pay from the district, the employee will receive the difference between the two salaries.

7-10-3 An employee taking leave under this policy shall forward a copy of his/her military orders to the superintendent or designee. The district will require an employee to present written documentation to confirm completion of military orders upon return to active employment.

7-10-4 Military leave of absence without pay shall be granted as required by law to employees who enlist for military duty with any branch of the United States armed forces or who is called into active military service.

7-10-5 Upon completion of military service, the employee shall be reinstated in the same or a similar position of like seniority, status and pay if such is available, at the same salary and benefits which he/she would have received if leave had not been taken.

7-10-6 Upon reinstatement, the employee shall have the same rights with respect to vacation, sick leave and other benefits as if he actually had been employed during the time of such leave.

#### 7-11 BEREAVEMENT LEAVE

7-11-1 All employees covered by this agreement shall be entitled up to a maximum of three (3) days bereavement leave in the event of death of the employee's immediate family, i.e., the employee's mother, father, brothers, sisters, spouse, son, daughter, son-in-law,

daughter-in-law, father-in-law, mother-in-law, stepchildren, grandparents or any person permanently living in the employee's home.

- 7-11-2 An additional two (2) days bereavement leave may be requested from the superintendent and if granted, such days will be deducted from the employee's accumulated annual excused leave.
- 7-11-3 Bereavement leave may not be requested beyond a fourteen (14) day period of time of the death of the family member. If an employee experiences the death of a person not covered by the above description, but that involves special or extenuating circumstances, the employee may request accommodation of the superintendent.

## 7-12 EXTENDED LEAVE

- 7-12-1 The district desires to meet the needs of individual employees for extended leaves of absence. Decisions regarding extended leave requests should be made in a manner that ensures that the leave will not have a negative impact on students. The district will give serious consideration to requests for extended leave for the following reasons:
- Leave requests that allow staff members to continue their formal education.
  - Leave requests that allow staff members to take part in a foreign teacher exchange or to teach in a foreign country.
  - Leave requests for foreign travel related to the staff member's present position with the district.
  - Leave requests that do not fall into one of the above categories will be considered on an individual basis by the superintendent.
- 7-12-2 Extended leave requests must be in writing and must have the approval of the superintendent. The superintendent shall consult with the staff member's supervisor prior to making a decision. Except in cases of emergency, the request for an extended leave of absence must be submitted at least 30 days prior to the date upon which the leave is requested to begin.
- 7-12-3 Employees who are requesting a full term leave of absence should make their requests on or before March 5 during the school year proceeding the year in which the leave is desired.
- 7-12-4 Extended leave request should not be for more than one calendar year in length. The district desires to be cautious so as not to allow an excessive number of simultaneous leaves that could have a negative impact on the district.

- 7-12-5 Leave requests will not be granted, or there may be a limit in the duration of the leave, if there is concern that a suitable replacement cannot be employed.
- 7-12-6 Extended leaves of absence are granted without salary or insurance benefits. Individuals granted extended leaves may choose to pay the premiums necessary to remain in the district health and dental insurance programs. Payments for continuation of these benefits must be received by the payroll office on or before the first of each month.
- 7-12-7 Employees returning to the district after an extended leave may be given the same position upon their return if possible. When this is not possible, the returning employee will be given the most comparable job available for which he or she is qualified unless a reduction in force applies. Extended leaves for a portion of the school year will be filled, when possible, with a replacement that is given an interim contract/assignment.
- 7-12-8 Staff members who are approved for an extended leave will not receive credit for a year of experience on the salary schedule unless that person's leave consists of a concentrated year of comparable work.
- 7-12-9 Those granted extended leaves will retain their accumulated annual leave but will not be awarded additional annual leave during the term of the extended leave.

## **ARTICLE EIGHT - WORK YEAR AND HOURS:**

8-1 The work year for twelve (12) month employees shall be 261 days. Normal operations include orientation and in-service training, opening of school in the fall, usually in August, through the closing of schools in the spring, usually in June, as shown in the officially adopted school calendar.

8-2 The work year for ten (10) month employees shall be as follows and according to the officially adopted district calendar for the current year: See Appendix D for more detail.

SECRETARIES: teacher days plus twenty (20) days based on an eight (8) hour 35 minute day, (+ ten (10) days at the beginning of the school year and + ten (10) days at the end of the school year).

PARAPROFESSIONAL: teacher days and hours plus five (5) days at the beginning of the school year. Does not to include parent teacher conference evenings.

FOOD SERVICE: student days plus five (5) additional days.

BUS DRIVERS: student days plus 10 hours in-service.

8-4 Each employee shall be assigned to a definite shift with designated times of beginning and ending which shall not be reduced unless mutually agreed too. Work schedules showing the employee's shift, work days, hours, and contract days shall be given each employee. Employees will be given reasonable advance notice of employee assignment. Additional hours assigned shall be rotated by seniority within a job classification and location. Employees shall not be laid off without cause unless provided for in Article 9 or Article 12.

8-5 Each employee scheduled to work five (5) or more hours per day shall be given an unpaid thirty (30) minute uninterrupted lunch period where the employee is free to leave the work site. Such lunch period shall be as near the middle of the shift as practicable. Each shift shall also include a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practicable. Employees working less than five (5) hours per day shall receive only one (1) fifteen (15) minute rest period.

8-6 The workweek shall consist of five (5) consecutive days, Monday through Friday.

8-6-1 In the event there is an activity on a Saturday, the employee assigned to the affected area shall not work one day during the week (Monday through Friday) to work the activity on Saturday. The work area that is not being covered on that day will be covered by a custodial substitute. In the event a substitute can not be found the employee shall earn overtime for every hour worked beyond forty (40) hours.

- 8-6-2 Bus drivers may be required to drive on activity trips on Saturday at the regular rate of pay unless they exceed forty (40) hours in the work week at which time they would be pay time and a half for every hour over forty (40) hours.
- 8-6-3 Maintenance employees are required to work a flexible work week consisting of Monday through Saturday not to exceed a forty (40) hour work week.
- 8-7 In the event of an unusual school closure due to inclement weather, plant in operation, or the like, the District shall notify the employee one (1) hour prior to the beginning of the employee's shift. Employees not timely notified and reporting to work shall receive a minimum of two (2) additional hours pay.
- 8-8 Nothing in this Agreement shall require the employer to keep offices--school and administrative--open in the event of inclement weather, or when otherwise prevented by an act of God. When the schools are closed to students, due to the above conditions, employees will generally not be required to report to their job assignments. School closures will be made up. Employees requested to report for work during such inclement weather or plant in operation shall be compensated at one and one-half (1.5) time their regular rate of pay.
- 8-9 In the assignment of overtime, hours worked beyond forty (40) hours per week shall be compensated at one and one-half (1.5) times the employee's hourly rate. Sundays and holidays shall be at two times the hourly rate.
- 8-10 Overtime shall be rotated among employees within each classification and location. Overtime shall first be offered to the employee who is qualified to do the activity having the greatest classification seniority. If all employees within the affected classification refuse the overtime following a second offer, the least senior employee who is qualified to perform the work may then be requested by the employer to perform the overtime work.
- 8-11 Employees shall be granted a fifteen (15) minute period prior to the end of the work shift in which to put away equipment and supplies and for the purpose of personal cleanup.
- 8-12 All payment for any hours worked, including homework assignments, will be in accordance with the Fair Labor Standards Act.
- 8-13 All employees who are called back to work will receive a minimum of two (2) hours pay.
- 8-14 When the opening of school is delayed, employees in the bargaining unit who report to work will receive a minimum of two (2) hours pay.
- 8-15 Employees recalled after completing a shift shall be compensated at time and one-half (1.5) for all hours worked.

- 8-16 Employees continuously employed by Trinidad School District 1 for a 12 month period should receive a Notice of Re-Employment by an appropriate administrator during the month of July of each year.
- 8-17 Time sheets are to be filled out on a daily basis by all employees not using time clocks. Time sheets are to be turned in after the last working day of each week to the responsible Director/Administrator.

## **ARTICLE NINE – SENIORITY AND REDUCTION IN FORCE**

- 9-1 Seniority shall be determined by the total length of continuous service from the initial date of hire of the employees and shall not be considered interrupted by an approved leave or reduction in force.
- 9-2 Loss of seniority shall result from the following:
1. Voluntary resignation
  2. Discharge for “Just Cause”
  3. Failure to return to work from a layoff due to reduction in force or any approved leave of absence within 5 work days of notice of return.
  4. Retirement
- 9-3 Any employee who has been incapacitated and cannot perform his/her regular work by injury or compensable occupational disease while employed by the District may be employed at other work on a job that is operated by the District and which he/she can do without regard to any seniority provision of this Agreement.
- 9-4 Employees whose positions have been eliminated due to reduction in work force or who have been affected by a layoff shall have the right to assume a position for which they are qualified, which is held by the least senior employee within the job classification.
- 9-5 In the event of necessary reduction in work force, the district shall first layoff the least senior employees within job classification. New employees will not be employed in the District within a specific job classification while there are laid off employees within that job classification who have not yet been offered a position.
- 9-6 Laid off employees shall be recalled in reverse order of layoff to any position for which they are qualified. Any employee who has served more than sixty (60) working days in a classification shall be deemed qualified for any position in that classification.
- 9-7 The District shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the District within thirty (30) days after the effective date of this Agreement with revisions and updates prepared and posted semi-annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Association.
- 9-8 The provisions of this Agreement shall be applied without regard to domicile, race, creed, religion, color, national origin, sex, age, marital status, sexual orientation, political activity or the presence of any sensory, mental or physical handicap except as required in accordance with this Agreement or as otherwise provided by law.
- 9-9 A reduction in force (RIF) is the laying off of employees because of change in work load, financial limitations or Board approved modification of programs depending on other related

factors. The designation of individuals to be laid off in order to bring about RIF will be determined by the Board.

9-9-1 Seniority shall be divided into two (2) groups:

District Seniority: Total length of full time, continuous and uninterrupted service in the District.

Classification: Shall be total length of seniority in the six (6) classifications in which this Agreement covers.

## **ARTICLE TEN - FRINGE BENEFITS**

### **10-1 RETIREMENT BENEFITS**

10-1-1 P.E.R.A. - Each eligible classified staff member shall become a member of the Public Employee's Retirement Association as a condition of acceptance of employment with the District. The District contributes, as an administrative cost, a percent of salaries paid to employees. The percentage contributed is prescribed by law.

### **10-2 LIFE INSURANCE**

10-2-1 The School District purchases a group life insurance policy in the amount of \$25,000.00 for each full-time employee. Coverage is provided through a company selected by the District.

### **10-3 LONG TERM DISABILITY, ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

10-3-1 The District purchases long term disability, coverage after ninety (90) days of initial employment for each full time employee under a contract with a company selected by the District.

### **10-4 WORKERS' COMPENSATION**

10-4-1 Under provisions of statutes, the District carries workers' compensation insurance for employees injured on the job, or becoming ill as a result of the work the employee has done in discharging his/her duties. The employee is entitled to the benefits provided by the workers' compensation program.

10-4-2 It is the responsibility of the employee to report all injuries immediately to the appropriate Supervisor for which he/she works. Further, it is the responsibility of the employee to see that proper reports are completed and filed with the appropriate Supervisor.

### **10-5 HEALTH INSURANCE**

10-5-1 Effective July 1 the District will contribute up to \$442.92 per month for the monthly premiums for health, dental, vision and life insurance and other plan options for each full-time classified employee.

## 10-6 PAYROLL DEDUCTION SERVICES

10-6-1 Payroll deduction services are provided for classified employees of the District for Voluntary contributions, annuities, group health insurance plan, credit union purposes and association dues. To be eligible for payroll deduction services an employee must file authorization for payroll deduction with the District's Accounting Office.

## 10-7 TERMINAL PAY

10-7-1 Terminal pay will be processed with the June check for those classified employees who have terminated their employment with the District prior to June 1 and have requested terminal pay. Health insurance will continue thirty (30) days beyond the last pay check.

## ARTICLE ELEVEN - ASSIGNMENT AND VACANCIES

- 11-1 A vacancy shall be defined as a newly created position or a present position that is not filled.
- 11-2 When a vacancy occurs which the District intends to fill within the Association bargaining unit, the District will post a notice of such vacancy/position in the administration building of the District for at least five (5) working days. Said notice shall contain the following information:
- (a) Type of work
  - (b) Location of work
  - (c) Starting date
  - (d) Range of pay (0 to 5 years) dependent upon experience.
  - (e) Hours to be worked
  - (f) Classification
  - (g) Minimum requirements
- 11-3 A copy of the notice shall be forwarded to each identifiable classified work site in the District.
- 11-4 All District employees desiring to transfer or promote to an open position may apply in writing to the Superintendent, or designee.
- 11-5 Appointment will be made by the District on the basis of qualifications including an interview. Where applicants are substantially equal in qualifications, seniority within the District shall be the deciding factor of appointment. Where qualifications are substantially equal, current District employees shall have preference over outside applicants.
- 11-5-1 All jobs will initially be posted district wide for internal transfer. Any employees that have lost their job due to a reduction in force or are current employees applying for transfers within the open classification shall be given preference.
- 11-5-2 Internal employees applying for promotion that meet minimum qualifications will automatically be considered with outside applicants. Where qualifications and interview results are substantially equal, current district employees shall have preference over outside applicants.
- 11-6 Current District employees who have applied for transfer will be advised of the disposition of their request as well of reason(s) of no transfer.
- 11-7 Seniority shall be determined as of the first date of the employee's most recent continuous period of employment with the District. Placement on the salary schedule is not related to District seniority.
- 11-8 Where the District has identified an employment situation which legitimately requires a change in the staffing of current employees as identified by the Superintendent, or designee, and the appropriate Supervisor, a vacancy for the purposes of this Article need not be declared and an administrative transfer may be effectuated pursuant to this Article 11-8 and upon the approval of

the Superintendent, or designee, and the Supervisor. Any administrative transfer made pursuant to this Article 11-8 shall be the exception and not the rule. Administrative transfers shall be appropriate in the following situations:

- 11-8-1 A conflict either between an affected employee and another employee or the affected employee and his/her supervisor where such conflict is disruptive to the District's operations or presents a harmful situation for any employee.
  - 11-8-2 Inability on the part of any employee to perform required work. However, the district is not required to administratively transfer an employee in lieu of discharge where the employee is unable to perform the required work.
  - 11-8-3 A change in District operations which materially modifies and changes the job duties of the affected employee.
  - 11-8-4 A lateral move to a position of the same title and classification where a vacancy exists and when such move causes a vacancy in a position of the same title and classification.
  - 11-8-5 An employee returning from leave may be transferred to an available alternative position for which the employee is qualified and which has equivalent pay and benefits.
  - 11-8-6 All Administrative transfers made pursuant to this Article 11-8 shall be made after consultation with the affected employee and any employee so transferred shall have the opportunity at his/her option to place explanatory documents in his/her personnel file pertaining to the Administrative transfer.
- 11-9 A Supervisor, with the advance approval of the Superintendent, or designee, may identify a temporary need for the assignment of one or more employees to a position other than one which they normally occupy. When such a circumstance is identified to the satisfaction of the Superintendent, or designee, a temporary transfer may be effectuated pursuant to this Article 11-9. Temporary transfers are intended to include shortages or absence of staff due to illness, vacation, other scheduled or unscheduled temporary staff shortages or emergency situations. A temporary transfer shall not result in a vacancy for the purposes of this Article.
- 11-9-1 Where an employee is temporarily assigned the duties of a higher position consistent with the provisions of 11-8 above, for a period in excess of five (5) workdays, the employee shall be compensated at the rate of pay at the employees current step for such higher classification or position from and after the fifth day of assignment to such position.

## ARTICLE TWELVE - EMPLOYEE RIGHTS

### 12-1 DUE PROCESS

- 12-1-1 A classified employee shall be regarded as a probationary employee during the entire first school calendar year effective with the date of employment in the district. Probationary employees may be discharged at the discretion of and as exclusively determined by the District, and such action shall not be permitted a review through the grievance procedure.
- 12-1-2 No non-probationary classified employee shall be disciplined or discharged without just cause.
- 12-1-3 An employee shall be entitled to have a representative of the Association present during any meeting which there is written disciplinary action, improvement or remediation plan developed, suspension of pay implemented or recommendation for dismissal. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present.
- 12-2 The District agrees to follow the policy of progressive discipline and any disciplinary action against an employee shall be appropriate to the behavior which precipitates said action with the exception of egregious conduct. Whenever the action or behavior of an employee is of an egregious nature, discipline can start at any level. The term egregious shall mean refusal to follow a directive, conduct that puts the safety of students and/or staff at risk, and/or the theft or embezzlement of District resources. Notification of disciplinary action should occur within five days of the conclusion of an investigation.
- 12-2-1 The procedure for progressive discipline shall be:
- |                                 |   |
|---------------------------------|---|
| 1st Offense/level -             | Verbal Warning from Supervisor.   |
| 2nd Offense/level -             | Written reprimand from Supervisor stating specific deficiencies or misconduct and including timelines for improvement, where appropriate. |
| 3rd Offense/level -             | Administration shall have the option to place an employee on an Improvement Plan or Remediation Plan                                      |
| 4th Offense/level -             | Three day suspension with or without pay  |
| 5 <sup>th</sup> Offense/level - | May range from 5 or more days suspension without pay to recommendation for dismissal with cause.  |
- 12-3 Any complaint made against an employee by any parent, student or other person will be promptly called to the attention of the employee in form of written notice. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee in written notice.

- 12-4 The District shall support and assist employees with respect to the maintenance and control of discipline of students in the employee's assigned work area.
- 12-5 Classified Employees shall have the right to submit a written rebuttal to any written discipline or complaint that may be placed in the personnel file and such written rebuttal shall be attached to the item in the file.
- 12-6 The Board shall attempt to maintain equipment, facilities, and an environment conducive to education in such a manner that shall not endanger or otherwise jeopardize the health and safety of employees.
- 12-7 Written notations which have not previously been provided to the employee reflecting upon an aspect of a classified employee conduct, shall be of no force and effect if not provided to the employee or reduced to formal written discipline by the end of the school year.
- 12-8 Employees will not be requested nor required to perform any duty outside of the job description that is normally performed by a certificated employee or requiring a teaching, nursing or other certification.
- 12-9 No employee shall be requested or required to dispense or administer medication unless in accordance with applicable law. Employees shall not be requested or required to insert catheters to any student unless they were hired and qualified to perform the duty.
- 12-10 Employees or former employees shall, upon request, have the right to inspect and obtain a copy of all contents of their complete personnel file kept within the District. No secret, duplicate, alternate or other personnel file shall be kept anywhere in the District. Anyone at the employee's request may be present in this review and the District may also have a representative in the review. Material not in district personnel file can not be used against the employee. The contents of such files shall be confidential to the extent permitted by law.
- 12-10-1 Any written reprimands or disciplinary reports in an employees personnel file shall be expunged within three (3) years of the infraction if no other reprimands have occurred unless the reprimand relates to behavior of an egregious nature as defined in 12-2.
- 12-10-2 Any derogatory material not shown to an employee within five (5) days after receipt or composition shall not be allowed as evidence in any grievance action. Any derogatory material not shown to an employee within five (5) days after receipt, composition, and / or completion of an investigation, shall not be allowed as evidence in any disciplinary action.
- 12-10-3 No evaluation, correspondence, or other material making derogatory reference to an employee's character, or manner shall be kept or placed in the personnel file without the employee's signed acknowledgement and opportunity to attach his/her rebuttal.

## ARTICLE THIRTEEN - EVALUATION

### 13-1 Employee Evaluation

- 13-1-1 All employees will meet with their supervisor at the beginning of the school year to discuss their job description and performance expectations for the up coming year inclusive of the job description, evaluation tool and specific performance objective. The same process would apply to new employees within two (2) weeks of start date.
- 13-1-2 A preliminary evaluation conference will be held between the supervisor and employee by January 15 of each year to discuss both the supervisor's and the employee's perspective of performance and development opportunities.
- 13-1-3 A final evaluation conference will be held and the evaluation will be signed by both parties which is due no later than April 1. No such report shall be submitted to the central office, placed in the employees file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.
- 13-1-4 Such reports shall be written in narrative form and shall include, when pertinent:
- (1) Strengths of the employee
  - (2) Weaknesses of the employee
  - (3) Specific suggestions as to measures which the employee might take to improve his/her performance and increase skills and/or qualifications for career advancement.
- 13-2 Every employee will be evaluated in writing annually on or before April 1. In the event an employee's work performance is unsatisfactory, he/she will be notified in writing immediately.
- 13-3 In the event a non-probationary employee is given an overall unsatisfactory evaluation that may ultimately lead to dismissal, the employee will be given forty-five (45) days to implement the remedial plan for improvement.
- 13-4 The District will provide a specific plan of assistance to help implement the remedial plan.
- 13-4-1 The employee will be reevaluated in writing within forty-five (45) days.
- 13-5 All monitoring or observations should be conducted openly and with full knowledge of the employee befitting the professionalism of both parties. Surveillance devices are present in school hallways, grounds and school buses. These devices shall be used for the safety of students and staff and not for evaluation. They may however be used for disciplinary action when inappropriate behavior is observed.
- 13-6 New staff shall be evaluated within 60 calendar days after commencement of employment.

13-7 The employee will have the opportunity to write a rebuttal to his/her evaluation.

13-8 An employee shall be given a written copy of any evaluation.

## **ARTICLE FOURTEEN - VACATIONS AND HOLIDAYS**

### **14-1 VACATIONS**

14-1-1 Employees who are assigned to work 12 months per year shall be entitled to vacation on the following schedule:

Twelve (12) days from one (1) to six (6) years of employment,  
Eighteen (18) days with seven (7) to fifteen (15) years of employment,  
Twenty-four (24) days with fifteen (15) plus years of employment.

14-2 The vacation earning period shall be from July 1 through June 30. An employee must work the entire earning period to be granted full vacation benefits. Beginning 12 month employees working less than the entire period shall receive annual vacation benefits on a pro rata basis.

14-3 Employees may accrue up to a maximum of 40 paid vacation days.

14-3-1 Any employee with ten (10) years of consecutive service to the District, who retires, resigns in good standing, or dies prior to taking accrued vacation days will be paid, at the rate of 75% of their most recent hourly wage, for the unused vacation days accumulated at the time of separation, not to exceed forty (40) days.

14-3-2 Employees accumulating over forty (40) days vacation will be paid at the rate of 50% a day for anything over 40 at year end. (June 30). The carry forward will be reduced back to forty (40).

14-4 Vacation shall be taken at a time which causes the least interruption in the normal conduct of the affairs of the District and at time that are consistent with department procedures. Vacation shall be taken at least in increments of half days at a time.

14-5 Employees may state their preference as to when their vacation period shall occur. Where necessary, seniority within the unit shall determine priority for scheduling individual vacations. Final approval shall be determined by the department director or the building principal.

14-6 An employee who is laid off or discharged or who retires or resigns prior to taking accrued vacation shall be paid at their per diem rate for the unused vacation accumulated at the time of separation not to exceed 40 days.

14-7 Vacation schedules shall be granted in order of seniority.

### **14-8 HOLIDAYS**

- 14-8-1 Fifteen (15) paid holidays have been approved by the Board for 12 month employees. Each year a list of recommended holidays will be submitted to the Central Administration by the Director for approval.
- 14-8-2 Employees who are required to work on a scheduled holiday shall receive their regular pay times two (x2) for all hours worked on such a holiday.

## ARTICLE FIFTEEN – SUBCONTRACTING

- 15-1 In the event the District is considering to replace a classified position with a non-classified employee, the District agrees to discuss the matter fully with the Association ninety (90) days prior to any formal Board action. Any alternatives brought forward by the Association will be duly considered.
- 15-2 The Board agrees ninety (90) days prior to any formal Board action to consider subcontracting it shall discuss the matter fully with the Association and its representatives with every intent to find alternatives that would not result in the loss of internal employment.
- 15-3 Production, service, and day-to-day maintenance and repair work performed by employees in the bargaining unit shall not be contracted out unless qualified employees and/or equipment is not available or unless the process outlined in 15-2 has been followed.
- 15-4 New construction, including major installation, major replacement of production facilities, and major reconstruction at the District may be contracted out.
- 15-5 Work that is covered by warranty and/or manufacturer’s guarantee may be contracted out if it is necessary to protect the District’s investment.
- 15-6 Contractors may be used in an emergency situation to expedite the restoration of orderly operations.
- 15-6-1 A regularly constituted committee consisting of not more than eight persons, half of whom shall be members of the bargaining unit and designated by the Association in writing to the District and the other half designated in writing to the Association by the District, shall attempt to resolve problems in connection with this Article.
- 15-6-2 Such committee shall meet on an as needed basis to discuss any current problems with respect to contracting-out brought to the attention of the committee. It is the intent of the parties that the members of the contracting-out committee shall engage in discussions in a good-faith effort to arrive at mutual understandings so that disputes and grievances can be avoided. If either the District or the Association members of the committee feel that this is not being done, they may appeal to the Association and the District Superintendent for review of the complaint about the failure of the committee to properly function. Such appeal shall result in a prompt investigation by the Association Representative and the District.
- 15-7 This provision shall in no way affect the rights of the parties in connection with the processing of any grievance relating to the subject of contracting-out.
- 15-8 Before the District finally decides to contract out an item of work as to which it claims the right to contract out, an Association committee member will be notified. In emergency situations, notification may occur following the commencement or work.

## ARTICLE SIXTEEN - SALARIES

- 16-1 The salary schedule for employees covered by the Agreement shall be effective July 1 through June 30 and is set forth in Appendices B attached hereto and made a part hereof.
- 16-2 Increment steps shall be granted on July 1 of each year during the term of this Agreement. Employees who complete a minimum of 90 work days the previous twelve (12) month period shall receive an increment step increase.
- 16-3 An employee's salary shall be prorated over a twelve (12) month period with twenty-four (24) pay periods.
- 16-4 Paraprofessionals, secretaries and nurse assistants shall be eligible for educational increments at the following rate:  
\$.65 per hour for 30 semester hours  
\$1.21 per hour for AA Degree  
Documentation of education hours must be received by District Office no later than October 1. Article 16-4 will be implemented July 1, 2010.
- 16-5 Bus Drivers, Custodians, Maintenance employees and Food service employees shall be eligible for educational increments at the rate of \$.05 per hour for every 15 instructional hours that is job related.
- 16-6 For purposes of placing new employees at the appropriate level on the hourly wage schedules, new employees will be given up to a maximum of five years of experience for "directly" related experience within the same job classification. All new employees, regardless of any prior experience, will start at zero years for all seniority related matters.
- 16-7 An employee who is promoted or reclassified shall be placed in the lowest step for the new position, which gives the employee at least a 3% increase in hourly wage.
- 16-8 An employee transferring to a position on a lower salary schedule shall be placed at the same step on the new salary schedule as the employee was on the former salary schedule, even if it results in a decrease in pay.

## **ARTICLE SEVENTEEN - TERM OF AGREEMENT**

### **17-1 TERM OF AGREEMENT**

17-1-1 The provisions of this Agreement shall become effective the first day of July, 2010 and shall continue and remain in full force and effect through June 30, 2012.

### **17-2 INTERIM AGREEMENT**

17-2-1 Upon request by the Association to the Board or by the Board to the Association after February 14 of that interim year, but before March 1 of that interim year the Board and the Association agree to open interim negotiations.

17-2-2 Interim negotiations shall be limited to Salaries (Article 16) and Appendices B; Fringe Benefits (Article 10) and one other article to be chosen by each party for the period beginning July 1, 2011. Additional articles may be reopened by mutual agreement.

### **17-3 SUCCESSOR AGREEMENT**

17-3-1 Upon request by the Association to the Board or by the Board to the Association after February 14, 2012, but before March 1, 2012 the Board and the Association agree to open negotiations over a successor agreement.

**ATTESTATION**

THE PROVISIONS OF THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE FIRST DAY OF JULY, 2009 AND SHALL REMANIN AND CONTINUE IN FULL FORCE AND EFFECT THROUGH THE THIRTH DAY OF JUNE, 2012.

IN WITNESS WHEREOF, THE PARTIES HEREUNTO SET THEIR HAND AND SEALS THIS <sup>22<sup>nd</sup></sup> DAY OF JUNE, 2009

Trinidad School District No. 1  
in the County of Las Animas  
and State of Colorado

Trinda Viegel 6-22-2010  
By: President of Board of Education

Charlene Bestelini  
By: Vice-President of Board of Education

TRINIDAD EDUCATION ASSOCIATION  
EDUCATIONAL SUPPORT PROFESSIONALS

Mary L. Bruce 6-17-2010  
By: President TEA-ESP

Bill Ruddy 6-17-10  
By: Vice-President TEA-ESP

## **APPENDIX A**

1. Director of Curriculum and Assessment
2. Liaison to the Board of Education and Secretary to the Superintendent (confidential employee)
3. Chief Financial Officer (supervisory)
4. Director of Maintenance, Operations and Supply (supervisory)
5. Director of Financial Controller (supervisory)
6. Director of Central Administration
7. Director of Food Service
8. Director of Transportation
9. Director of Technology
10. Director of Grants

## APPENDIX B SALARY SCHEDULE

Trinidad School District #1  
2009 /10 Classified Hourly Wage Schedule

	<u>Food Service</u>	<u>Head Cook</u>	<u>Paraprofessionals</u>	<u>Adm. Assistant</u>	<u>Custodial</u>	<u>Head Custodian</u>	<u>Maintenance</u>	<u>Bus Driver</u>
1	\$ 8.25	\$ 9.00	\$ 10.25	\$ 10.00	\$ 10.00	\$ 12.00	\$ 11.00	\$ 13.75
2	\$ 8.75	\$ 9.50	\$ 10.75	\$ 10.50	\$ 10.50	\$ 12.50	\$ 11.50	\$ 14.25
3	\$ 9.25	\$ 10.00	\$ 11.25	\$ 11.00	\$ 11.00	\$ 13.00	\$ 12.00	\$ 14.75
4	\$ 9.75	\$ 10.50	\$ 11.75	\$ 11.50	\$ 11.50	\$ 13.50	\$ 12.50	\$ 15.25
5	\$ 10.25	\$ 11.00	\$ 12.25	\$ 12.00	\$ 12.00	\$ 14.00	\$ 13.00	\$ 15.75
6	\$ 10.75	\$ 11.50	\$ 12.75	\$ 12.50	\$ 12.50	\$ 14.50	\$ 13.50	\$ 16.25
7	\$ 11.25	\$ 12.00	\$ 13.25	\$ 13.00	\$ 13.00	\$ 15.00	\$ 14.00	\$ 16.75
8	\$ 11.75	\$ 12.50	\$ 13.75	\$ 13.50	\$ 13.50	\$ 15.50	\$ 14.50	\$ 17.25
9	\$ 12.25	\$ 13.00	\$ 14.25	\$ 14.00	\$ 14.00	\$ 16.00	\$ 15.00	\$ 17.75
10	\$ 12.75	\$ 13.50	\$ 14.75	\$ 14.50	\$ 14.50	\$ 16.50	\$ 15.50	\$ 18.25
11	\$ 13.25	\$ 14.00	\$ 15.25	\$ 15.00	\$ 15.00	\$ 17.00	\$ 16.00	\$ 18.75
12	\$ 13.75	\$ 14.50	\$ 15.75	\$ 15.50	\$ 15.50	\$ 17.50	\$ 16.50	\$ 19.25
13	\$ 14.25	\$ 15.00	\$ 16.25	\$ 16.00	\$ 16.00	\$ 18.00	\$ 17.00	\$ 19.75
14	\$ 14.75	\$ 15.50	\$ 16.75	\$ 16.50	\$ 16.50	\$ 18.50	\$ 17.50	\$ 20.25
15	\$ 15.25	\$ 16.00	\$ 17.25	\$ 17.00	\$ 17.00	\$ 19.00	\$ 18.00	\$ 20.75
16	\$ 15.75	\$ 16.50	\$ 17.75	\$ 17.50	\$ 17.50	\$ 19.50	\$ 18.50	\$ 21.25
17	\$ 16.25	\$ 17.00	\$ 18.25	\$ 18.00	\$ 18.00	\$ 20.00	\$ 19.00	\$ 21.75
18	\$ 16.75	\$ 17.50	\$ 18.75	\$ 18.50	\$ 18.50	\$ 20.50	\$ 19.50	\$ 22.25
19	\$ 17.25	\$ 18.00	\$ 19.25	\$ 19.00	\$ 19.00	\$ 21.00	\$ 20.00	\$ 22.75
20	\$ 17.75	\$ 18.50	\$ 19.75	\$ 19.50	\$ 19.50	\$ 21.50	\$ 20.50	\$ 23.25
21	\$ 18.25	\$ 19.00	\$ 20.25	\$ 20.00	\$ 20.00	\$ 22.00	\$ 21.00	\$ 23.75
22	\$ 18.75	\$ 19.50	\$ 20.75	\$ 20.50	\$ 20.50	\$ 22.50	\$ 21.50	\$ 24.25
23	\$ 19.25	\$ 20.00	\$ 21.25	\$ 21.00	\$ 21.00	\$ 23.00	\$ 22.00	\$ 24.75
24	\$ 19.75	\$ 20.50	\$ 21.75	\$ 21.50	\$ 21.50	\$ 23.50	\$ 22.50	\$ 25.25
25	\$ 20.25	\$ 21.00	\$ 22.25	\$ 22.00	\$ 22.00	\$ 24.00	\$ 23.00	\$ 25.75

**APPENDIX C GRIEVANCE FORM**

**TRINIDAD SCHOOL DISTRICT NO 1**

**Classified Grievance Form**

**Number 0 -**

**LEVEL I**

LOCAL ASSOCIATION: Trinidad Education Association Educational Support Professionals  
DATE FILED \_\_\_\_\_

AGGRIEVED PARTY \_\_\_\_\_

ASSIGNMENT \_\_\_\_\_ WORK SITE \_\_\_\_\_

ARTICLE AND SECTION

BRIEFLY EXPLAIN ALLEGED VIOLATION, MISINTERPRETATION, OR INEQUITABLE APPLICATION:

AWARD REQUESTED:

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

A copy of the decision is attached hereto.

I hereby appeal to Level II

Signed \_\_\_\_\_

Date \_\_\_\_\_

I hereby appeal to Level III

Signed \_\_\_\_\_

Date \_\_\_\_\_

**Appendix D**

**TRINIDAD PUBLIC SCHOOLS**

**MEMORANDUM OF UNDERSTANDING**

The following schedule documents work schedules for all classified employees for the 2010 / 2011 school year.

<u>Job Classification</u>	<u>Work Day</u>	<u>Work Days</u>	<u>First Day</u>	<u>Last Day</u>
10 mo. Secretaries	7:30 – 4:35 plus 4 hr. on PLC ½ days	Teacher days plus 20 (10 at beginning and 10 at end of school year)	Monday, August 2	Monday, June 13
Paraprofessionals	7:30 - 4:15 Plus 4 hr. on PLC ½ days	Teachers days and hours plus 5 at beginning of school year	Monday, August 9	Friday, May 27
Food Service	Dependent on building and position	Student days (150) plus 3 at beginning and 2 at end	Tuesday, August 17	Tuesday, May 31
Bus Drivers	6:30 a.m. – 2:55 p.m. -	Student days (150) plus 10 hours in-service	Wednesday, August 18	Thursday, May 26
12 mo. Secretaries	40 hr. / week, Daily schedule tbd.	261		
12 mo. Maintenance / Custodians	40 hr. / week, Daily schedule tbd.	261		

\_\_\_\_\_  
**Mike Tranter, Superintendent / Date**

\_\_\_\_\_  
**Mary Bruce, TEA President / Date**

## Memorandum of Understanding Amendment to Article Sixteen – Salaries

Due to the rapid decline in Trinidad's student enrollment over the past 18 months, combined with the current reductions in the state of the Colorado's budget for K-12 education, and with many uncertainties facing the District and the State in months to come, no incremental steps will be granted on July 1, 2010 for the current contract term of July 1, 2010 through June 30, 2011. See Appendix F for Re-Opener of Negotiations.

W. Mike Tranter 6/17/10  
Mike Tranter, Superintendent / Date

Mary Bruce 6/17/10  
Mary Bruce, TEA President / Date

## Memorandum of Understanding Re-Opener for Negotiations

The Trinidad Education Association-Educational Support Professionals and the Trinidad School District agree to come back to the bargaining table in January to evaluate the current financial conditions of the District as well as review the status of the educational finances of the state of Colorado.

At that time both parties will discuss and negotiate whether any financial action is appropriate within the current negotiated agreement.

If the Trinidad Board of Education determines at any time during the year that finances are available for step increases for the Food Service and Transportation employees, the parties agree to re-open salary negotiations.

W. Tranter / 6/17/10  
Mike Tranter, Superintendent / Date

Mary L. Bruce / 6/17/10  
Mary Bruce, TEA President / Date