

**AN UNDERSTANDING**  
**BETWEEN THE**  
**LAKE COUNTY DISTRICT R-1 SCHOOL BOARD**  
**AND**  
**LOCAL 547, COUNCIL NO. 76, AMERICAN FEDERATION**  
**OF STATE, COUNTY AND MUNICIPAL EMPLOYEES**  
**AFL-CIO**  
**CONCERNING POLICIES AND PRACTICES APPLICABLE**  
**TO NON-CERTIFIED EMPLOYEES, SHOWN IN THE RECOGNITION**  
**CLAUSE**

**PREAMBLE**

This Understanding entered into by the School Board of Lake County School District R-1, hereinafter referred to as the Administration and Local 547, Council No.76, America Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion and maintenance of harmonious relations between the Administration and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

**RECOGNITION**

The Administration recognizes the Union as the bargaining agent for the following employees: custodians, bus drivers, food service personnel. This recognition is as a result of the election conducted among eligible employees at the Leadville Area Labor Center on May 2, 1969.

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## **ARTICLE I**

### **UNION SECURITY**

#### **SECTION 1. OPEN UNION SHOP**

The Union shall admit all Custodians, Bus Drivers, and Food Service employees to membership in the Union upon receiving a signed membership card by the employee. The Union and School District recognize membership is voluntary and not a requirement of employment in the District. The Union will follow the Duty To Represent all employees covered by this contract.

#### **SECTION 2. NEW EMPLOYEE INFORMATION**

During new employee orientation annually in August the Union shall have the opportunity to give a presentation and/or provide Administration written information outlining the provisions of this agreement for dissemination to all newly hired employees.

#### **SECTION 3. PROTECTION OF ADMINISTRATION**

The union agrees that the Administration and the School Board and the School District shall be held harmless against any claims, suits, judgments or liability of any sort arising out of any action taken by the Administration against an employee because of such employee's failure to maintain his Union membership under this Article.

#### **SECTION 4. EMPLOYEE'S RIGHTS**

The Administration will not in any way interfere with the rights of an employee to join or to remain a member of the Union, and the Union will not physically intimidate or coerce any employee in joining the Union or continuing his membership therein.

#### **SECTION 5. SEMI-ANNUAL COLLABORATIVE MEETINGS**

The Union/Management will meet twice a year to discuss issues of concern. These meetings shall be held at set times to be agreed upon by the parties. Present for the Union and Management shall be a representative for; food service, custodial and bus driver. The Business Agent and the Superintendent or his/her designee may be present at any of the meetings. The parties shall exchange agendas at least five days before the scheduled meeting. This will be considered work time for the Union members in attendance. These meetings are to discuss all issues not individual concerns.

**SECTION 6. CONTRACTING OUT WORK**

The Administration shall have the right to bring in temporary and interns for emergencies or to make sure the schools are ready. This will not replace current regular employees. This provision shall not limit the rights of the Administration to contract out as provided by law.

The Administration shall have at least 12 but no less than 8 district Bus Drivers on staff during the school year. Only in an emergency situation where there are not enough applicants to fill the positions can the Administration temporarily fill their needs with contract drivers.

**SECTION 7. CHECKOFF**

The Administration agrees to deduct the Union membership initiation fee, assessment and, once each month, dues from the pay of those employees who individually request, in writing, that such deductions be made. The amount to be deducted shall be certified to the Administration by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted together with an itemized statement to the treasurer once each month after such deductions are made. This authorization shall be revocable upon written notice to the Administration and the Union by the employee.

**ARTICLE II**

**EVALUATION, DISCIPLINE, DISMISSAL AND GRIEVANCE PROCEDURE**

**SECTION 1. EMPLOYEE EVALUATION**

It is the belief of the district that it is the right of all employees to have due process in the evaluation procedure. It is also the belief that the primary function in employee evaluation is for the improvement of that employee.

All classified employees covered under this contract will be evaluated once yearly by their immediate supervisor. This evaluation will be done using a district data collection instrument. In addition, they will also be evaluated informally on a continuous basis using defined criteria.

**SECTION 2. DISCIPLINE AND DISMISSAL**

The District will base all discipline and dismissal actions on just cause, except for layoffs. All discipline and dismissal actions may be appealed through the grievance procedure.

1. The district shall utilize progressive discipline in dealing with its employees. Prior to issuance of reprimands for minor kinds of deficiencies or offenses, supervisors will informally counsel and instruct employees about necessary improvements in their work performance and/or

behavior. The supervisor will keep a record of these informal meetings in the personal personnel file.

2. The supervisor will maintain personal personnel files on each of his/her employees. These files shall be used solely to document concerns, which may lead to discipline measures. Employees shall be made aware of the documented concerns. Such documentation of minor deficiencies or offenses which are over one (1) year old will not be admissible in any grievance procedure.
3. The normal sequence of disciplinary actions shall be as follows:
  - a. Written Reprimand I
  - b. Written Reprimand II
  - c. Suspension
  - d. Pre-termination Suspension
  - e. Termination
4. Exceptions: Specific infraction(s) may arise which require the omission of one or more of the intermediate step(s) in this article and which require a written reprimand, immediate suspension of an employee without pay, and/or a recommendation that they be terminated. The recommendation for suspension or termination requires the approval of the superintendent.
5. Employee Reprimand: If the immediate supervisor has reason to reprimand an employee, it shall be held in private away from the presence of pupils, parents, other employees or the public.
6. Written Reprimand I: If an employee's job performance is unsatisfactory, specific infractions(s) will be brought to their attention by their immediate supervisor, and an opportunity will be given them to address these issues. This reprimand will be followed by a written summary outlining the points covered and requirements necessary for the employee to improve. A copy will be placed in the employee's personnel file, and one copy retained by the supervisor.
7. Written Reprimand II: If related infraction(s) occur(s), the employee will be notified in writing that failure to correct or improve will result in a recommendation to the superintendent or his/her designee that they may be suspended without pay. A copy will be retained by the supervisor.
8. Suspension/Termination: A pre-disciplinary meeting shall be held prior to suspension, disciplinary demotion or termination of any employee covered under this contract. The employee will be notified in writing of the date and time of the pre-disciplinary hearing. The notice will be given

at least five working days before the meeting to allow the employee time to notify the Union and have a steward present. If the recommendation for suspension, disciplinary demotion or termination is upheld by the superintendent, he/she will communicate the decision to the employee via certified delivery.

9. Union Representation: On request, employees have the right to union representation when receiving any disciplinary action. The employee shall be responsible for arranging representation prior to the scheduled meeting.

### **SECTION 3. EMPLOYEE COMPLAINTS**

An employee who has a complaint shall first make an effort to discuss the matter with his/her supervisor within two (2) days after the occurrence of the incident. If the person complaining is not satisfied with the disposition of his/her complaint, or no decision has been rendered within five (5) working days after the presentation of the complaint to his/her supervisor, he/she may file a complaint within fifteen (15) working days after the complaint was presented to the supervisor. Such complaint shall be filed by the Union with the superintendent's office within two (2) work days after receiving such written complaint.

### **SECTION 4. EMPLOYEE GRIEVANCES**

#### **STEP 1**

Should the complaint concern the application, meaning or interpretation of this Understanding and continue to remain unadjusted, a grievance may be filed and attempts made to settle it in the following manner:

The employee shall take up the grievance or dispute with the employee's immediate supervisor at the end of his/her working shift or within two working days after the incident occurred. The supervisor shall then attempt to adjust the matter and shall respond to the employee within three (3) working days. Those cases which have been processed under Section 1 and determined to be a grievance shall be processed as having occurred at the time of the superintendent's answer and processed as a grievance at the Step 2 level.

This procedure shall not in any way relieve the employee of the responsibility of performing work assigned to him/her, unless it violates a substandard safety or health hazard. The employee will perform the work assignment in question and then may file a grievance on the matter in question.

#### **STEP 2**

If a grievance has not been settled, it shall be presented in writing to the superintendent or his/her designated representative. The superintendent shall respond to the employee in writing within three (3) working days.

### **STEP 3**

If a grievance still remains unadjusted, it shall be presented to the school board in writing within five (5) days of receipt of the superintendent's decision. The board shall issue a written decision within ten (10) days following the regular school board meeting.

### **STEP 4**

If the grievance remains unsettled as a result of completing steps provided in Section 1, Section 2, and Section 3 of this Article, such grievance may be processed to mediation if agreeable to both parties. The parties shall then request the Federal Mediation and Conciliation Services to provide staff assistance without cost to the parties. Meetings between the parties may be separately or together at the request of the mediator. If mediation fails in whole or in part, the mediator shall report the grievance issues that remain in dispute to the respective parties.

## **ARTICLE III**

### **ADMINISTRATION RIGHTS**

#### **SECTION 1.**

a) Nothing in this writing shall be construed in any way as abridging or reducing the authority conferred by law upon the Administration.

b) The supervision and control of all operations and the direction of all working forces, including the right to hire, promote, suspend or discharge for proper cause, or to transfer employees or to relieve employees from duty because of lack of work or for other reasons, are vested exclusively in the School Board through its Administration, subject to the terms of this understanding.

#### **SECTION 2.**

a) In case of disciplinary action, the cause for same shall be in writing and filed with the employee, Union and Administration and signed by the complainant. The employee may appeal such action in accordance with the Grievance Procedure.

b) Employees may be disciplined, demoted, suspended or discharged for just cause by the Administration, but no profane or abusive language shall be used to employees by supervisory personnel of the district. Just cause shall include improper conduct, insubordination, dishonesty or other actions of a serious nature.

c) Employees may be disciplined by the Administration for violation of this Understanding, subject to the employee's rights under the Grievance Procedure.

**SECTION 3.**

a) Nothing in this Understanding shall be construed to limit or impair the right of the Administration to exercise its own discretion in determining who to employ as a temporary employee or who to employ as a permanent employee, subject to the terms of this Understanding.

**ARTICLE IV**

**DEFINITIONS**

**SECTION 1. FULL-TIME EMPLOYEES**

A full-time Custodian or Food Service worker is a person who would work thirty (30) or more or more hours a week through the entire school year. A full time Bus Driver is a person who would work four (4) or more hours a day through the entire school year.

**SECTION 2. IMMEDIATE FAMILY MEMBER**

An immediate family member shall include an employee's spouse, parent, children, brother, sister, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren and domestic partner in a civil union.

**ARTICLE V**

**SENIORITY**

**SECTION 1. DEFINITION**

Seniority means an employee's length of continuous service with the Administration since his/her last date of hire.

**SECTION 2. SENIORITY LISTS**

Every six (6) months the Administration shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Local Union when it is posted.

**SECTION 3. PERMANENT HIRE DATE**

Definition - Permanent hire date means first day of service when seniority begins. If there is a break in continuous service as defined in Section 4, a new hire date will be established.

#### **SECTION 4. BREAKS IN CONTINUOUS SERVICE**

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause and retirement.

#### **SECTION 5. PROMOTIONS**

The term "promotion", as used in the provision, means the permanent advancement of an employee to a higher pay position.

During the period, employees who wish to apply for the open position or job, including employees on layoff, may do so. The application shall be in writing and it shall be submitted to HR as per district policy.

#### **SECTION 6. RECALL**

An employee shall remain on the recall list for the period of one (1) year after his/her date of separation. Employees shall be recalled in classification from layoff according to their seniority. No new employee shall be hired until all employees on layoff status desiring to return to work have been recalled.

A bus driver or cook who has indicated a desire to return to work shall follow the work year guidelines outlined in Article VIII Section 3. The only exception shall be an emergency illness or disability.

#### **SECTION 7. SUMMER CUSTODIAL WORK**

When it becomes necessary to employ additional employees for summer custodial work, food service personnel and bus drivers shall be given first opportunity to fill those positions. It is specifically agreed that the employee must be qualified to perform the work available.

When food service personnel or other nine (9) month employees are used for summer custodial work, such employment will receive custodian rates and receive 10 vacation days

**ARTICLE VI**

**MEDICAL INSURANCE AND PENSION**

**SECTION 1.**

The Administration will provide health, dental, vision and life insurance to all employees working 30 or more hours per week. Bus Drivers working 20 or more hours are eligible for this benefit. Union employees will be required to follow district health and dental guidelines. All participating employees will be treated equally and will be required to pay a portion of the premium, which will be determined yearly. Any change or proposed change, with regard to the district's insurance provider and/or policy, will be brought before the union prior to the change.

**ARTICLE VII**

**WAGES AND ALLOWANCES**

**SECTION 1. WAGE SCHEDULE**

Employees shall be compensated in accordance with the following salary schedule:

<b><u>POSITION</u></b>	<b><u>RANGE</u></b>
Custodian	BASE \$ 15.00 hr.
Bus Drivers	BASE \$ 22.00 /hr.
Food Service	BASE \$ 15.00 /hr. (Wages updated 7.1.2020)

**SUBSTITUTE PAY SCALE:**

Custodian	\$ 14.75	
Bus Driver	21.75	
Food Service	14.75	(Wages updated 7.1.2020)

All negotiated salary increases to be effective the eleventh of July of each year to coincide with the school district's budget year instead of the employee's anniversary date.

When any position not listed on the wage schedule is established, the Administration may designate a job classification and rate structure for the position. In the event the Union does not agree with the classification and rate of a Union position, the Union shall have the right to submit the issue through negotiated procedure within twenty (20) days.

**SPECIAL TRIP ALLOWANCES**

Bus drivers shall be compensated at their hourly rate for special trips. When drivers go over 40 hours per week total, they will be compensated at the rate of one and one half times (1 and ½) their regular hourly wage for any additional hours.

In addition to the above, the drivers will be compensated two (2) hours at their regular hourly rate of pay for any trip in which he/she arrives to work and the scheduled trip has been cancelled without prior notice to the employee.

**LONGEVITY**

All union employees will receive pay increases per the following schedule:

.25/hr	5 years
.35/hr	10 years
.45/hr	15 years
.50/hr	20 years
.55/hr	25 years
600.00	30 years (one-time)
600.00	35 years (one-time)

Beginning July 1, 1998, employees eligible for longevity increases enter the chart at the years of service they have acquired. Increases are not cumulative.

**SECTION 2. CALL BACK PAY**

Any employee called back to work prior to the beginning of his/her next regular shift, shall be selected pursuant to Section 2 of Article V and shall be compensated at the rate of time and one-half. An employee called back to work shall be compensated at the rate of time and one half. This provision shall not apply to those employees assigned to and compensated for stand-by purposes. Also, this provision does not apply to callbacks two (2) hours before and in conjunction with the commencement of the regular shift. In this case, the employee will be paid a minimum of (2) hours at the overtime rate. Any employee working temporarily in a lower classification shall be paid no less than his regular rate of pay. Employees will be required to work a minimum of 40 hours per week prior to overtime pay. Call back pay only applies to work performed without prior notice.

### **SECTION 3. TEMPORARY JOB RECLASSIFICATION**

In the event an employee temporarily changes job classifications to a role with supervisory responsibility, the employee will receive \$1.00 per hour regular pay increase for the duration of the temporary assignment.

### **SECTION 4. SELECTION PROCESS FOR BUS DRIVERS**

For the purposes of overtime, additional bus runs, call out time, and temporary job reclassification: The job shall be offered to the employees based on seniority with the most senior employee who are capable and qualified given the first opportunity to accept or deny the assignment. Should nobody volunteer, the job will be assigned in reverse order of seniority on a rotating basis. Managers as per individual employee requests may waive the process.

### **SECTION 5. PARTICIPATION IN SPECIAL MEETINGS FOR BUS DRIVERS**

In the event a bus driver is required to participate in disciplinary meetings or view videos related to a student's unruly behavior while being transported to or from school or special trips, the affected driver will be compensated at his/her normal rate of pay. If participation in the meeting would create an overtime situation, the bus driver will be compensated at the overtime rate of pay.

### **SECTION 6. CATERING**

When the nutrition services department of the district is in need of employing an additional caterer, cooks within the site shall be asked first. If the most senior cook at the site declines, the district shall fill the position in accordance to Article V, Section 2 (Seniority lists).

If no cook at the site is willing to step up, the district shall ask any bargaining unit employee who meets the qualifications to fill the temporary position. At no time shall a non-bargaining unit employee be allowed the position before a member of the bargaining unit.

## **ARTICLE VIII**

### **WORKDAY, WORKWEEK, OVERTIME, VACATIONS AND SICK LEAVE**

#### **SECTION 1. WORK DAY**

a) BUS DRIVERS - All bus drivers shall be scheduled to work on a regular work shift and each shift shall have a regular starting and quitting time on days when children are scheduled for school.

b) FOOD SERVICE EMPLOYEES - All employees shall be scheduled to work on a regular work shift and have a regular starting and quitting time, as scheduled by the administration. Employees will have a ten (10) minute coffee break two (2) hours after the beginning of their shift. By mutual consent

between the employee and supervisor the break and lunch time may be modified.

c) CUSTODIAL EMPLOYEES - Excluding lunch period of thirty (30) minutes, eight (8) consecutive hours work shall constitute a basic work shift for custodians. The lowest employee or employees on the custodian roster may be required to function in another job classification to avert being placed on layoff. Under these circumstances, sentence one of this subsection will not apply. Employees shall have a fifteen (15) minute coffee break two hours after the beginning of their shift and two (2) hours after their meal break. By mutual consent between the employee and supervisor the break and lunchtime may be modified.

## **SECTION 2. WORK WEEK**

a) BUS DRIVERS - The work week shall normally consist of five (5) consecutive, two- (2) or more hour days, depending on the regular run for that driver and the school calendar.

b) FOOD SERVICE EMPLOYEES - The work week shall consist of a minimum of twenty-seven and one-half (27 1/2) hours. In unusual circumstances where less time may be required, the administration may cut the number of hours to those necessary to perform the job. If additional hours are required, they shall be worked by the regular employees available before any temporary employees are called in. If additional help is needed during rush hours, the administration is free to call in a temporary employee. The beginning of an employee's work week may be changed by the administration, but will not be changed after the start of the work week solely to avoid overtime.

c) CUSTODIAL EMPLOYEES - The work week will consist of forty flexible hours. Each shift will consist of eight consecutive hours. These hours will not be exceeded without prior approval from the immediate supervisor. Weekend work will be shared equally with the lead custodian.

## **SECTION 3. WORK YEAR**

a) BUS DRIVERS AND FOOD SERVICE EMPLOYEES - The work year for bus drivers and food service employees shall consist of the number of days as established by the Administration.

## **SECTION 4. OVERTIME**

a) BUS DRIVERS - When a driver is required to drive additional routes, the driver shall receive pay for all additional driving time. All work performed in excess of forty (40) hours in any one week shall be compensated for at time and one-half (1 1/2) the employee's regular hourly rate. Overtime, under this section will only be worked if written permission has been granted by the employee's supervisor except in cases of emergency.

b) FOOD SERVICE & CUSTODIAL EMPLOYEES - All work performed in excess of eight (8) hours in any one day for a scheduled eight (8) hour shift or in

excess of ten (10) hours in any one day for a scheduled ten (10) hour shift and forty (40) hours in any one week shall be compensated for at time and one-half (1 1/2) the employee's regular hourly rate. Overtime under this section will only be worked if written permission has been granted by the employee's supervisor except in cases of emergency. This language shall remain on bulletin boards at all times.

## **SECTION 5. TRAINING**

a) **BUS DRIVERS** - All bus drivers will be trained by a qualified, responsible instructor within a reasonable amount of time. Those who fail to take this training will not be considered for driving time. There is to be a list of drivers set up at the first of each school year and each driver who wants out-of-town trips shall sign up then or not drive these trips. Minimum wage shall be paid to the driver during the training period. Fingerprints will be required and paid for by the district. Also, drivers are required to have a CDL license. This will be paid for by the driver, the driver will be reimbursed by the district 1/2 of the cost and full reimbursement after one year of employment.

b) Employees covered by this contract will receive two days of training pertinent to their duties per school year. Training will be given during in-service days.

c) Nighttime employees who are training new employees will receive \$1.00 per hour additional compensation for up to two days of training.

## **SECTION 6. HOLIDAYS**

a) **BUS DRIVERS** - The following days shall be recognized and observed as paid holidays for full-time bus drivers as defined by Article IV Section 1:

- New Year's Day
- President's Day
- Friday before Easter
- Monday first day of spring break
- Memorial Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- December 23<sup>rd</sup>
- Christmas Eve
- Christmas Day

b) **FOOD SERVICE EMPLOYEES** - The following days shall be recognized and observed as paid holidays for full-time food service employees as defined by Article IV Section 1:

- New Year's Day
- President's Day
- Friday before Easter

Monday first day of spring break  
Memorial Day  
Labor Day  
Thanksgiving Day  
Friday after Thanksgiving  
December 23<sup>rd</sup>  
Christmas Eve  
Christmas Day

**c) CUSTODIANS** - The following days shall be recognized and observed as paid holidays for full-time custodial employees as defined by Article IV Section 1:

New Year's Day  
President's Day  
Friday before Easter  
Monday first day of spring break  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve  
Christmas Day  
Day after Christmas

Bus drivers, food service and custodial employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work, provided the employee works the last scheduled shift prior to the holiday and the next scheduled shift following the holiday or is on authorized leave.

Employees who are required to work on any of the above holidays shall receive time and one-half (1 1/2) their regular pay in addition to their holiday pay.

**SECTION 7. VACATIONS**

a) 12 MONTH EMPLOYEES – Only 12 Month employees shall be eligible for an annual vacation with pay as follows:

<b>Service Requirements</b>	<b>Vacation Period</b>
1 to 5 years	10 working days
6 to 10 years	15 working days
11 to 15 years	17 working days
16 to 20 years	20 working days

The rate of vacation pay shall be at the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.

In the event an economic situation requires the administration to close all the school complexes down for any administration to close all the school complexes down for any extra period, all custodians will take their vacation during this period.

Vacations will not be granted two weeks before school starts and two weeks before the school year ends. All vacation requests outside this time frame will be considered independently. Requests need to be in writing, ten working days before the vacation begins.

## **SECTION 8. LEAVES**

**a) JURY DUTY - BUS DRIVERS, FOOD SERVICE, AND CUSTODIAL EMPLOYEES** - Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service. Regular wages shall be paid to employees for each day service. Regular wages shall be paid to employees for each day of jury service, less compensation received from the court.

### **b) BEREAVEMENT LEAVE –**

1. A leave of absence will be granted to an employee by the Superintendent for death in the employee's immediate family. Bereavement leave shall be allowed for a maximum of five working days.
2. Bereavement leave for the death of a person other than immediate family members may be given upon recommendation by the Superintendent. Such leave shall be on the same terms and conditions as bereavement leave for the death of an immediate family member.
3. Any absence taken by an employee in excess of the allowed bereavement leave shall be taken from the employee's PTO. If PTO is not available, the employee may apply to the superintendent for an extended bereavement.

### **c) PAID TIME OFF (PTO) – BUS DRIVERS, FOOD SERVICE AND CUSTODIAL EMPLOYEES –**

- 1) Each employee shall earn twelve days of Paid Time Off (PTO) each contract year. Such leave shall be accrued by the employee on the first day of the year. Part time staff will receive PTO at a rate proportional to their FTE percentage.

2) PTO is provided for the employees use under the following conditions:

**SICK LEAVE:**

- a. For an appointment with a doctor, dentist or other health care specialist.
- b. For the illness of the teacher or the teacher's immediate family.

**PERSONAL LEAVE:**

- a. For any other purpose.

3) If an employee exhausts all Current and Accrued PTO leave, any excess PTO days taken by the employee shall be taken as Leave Without Pay.

4) PTO shall be requested at least 3 working days in advance. The only exception shall be in cases of illness or emergency. Employees shall follow procedure to notify the supervisor so that arrangements can be made for substitutes or other necessary personnel. PTO requests may be granted or denied based on the availability of substitutes.

5) PTO may not be taken to extend Thanksgiving, winter or spring break, or during the first three weeks, or the last two weeks, of the school year unless being used for sick leave or emergency. Under special or hardship situations, exceptions must be approved by the Superintendent or his/her designee.

6) The maximum number of days of PTO that may be used for personal leave consecutively when school is in session is two days. Under special or hardship situations, exceptions must be approved by the Superintendent or his/her designee.

**c) Accrued PTO – BUS DRIVERS, FOOD SERVICE AND CUSTODIAL EMPLOYEES**

1) Unused PTO days shall accrue from year to year during employment up to a maximum of 90 days of Accrued PTO. All current sick and personal leave accrued before July 1, 2019 shall roll over and be included in the Accrued PTO balance. Accrued PTO is subject to the following regulations:

- a. Unused PTO days that would take an employees Accrued PTO balance over 90 days shall be "cashed in" at the end of each fiscal year (June 30) and paid at the base substitute rate for the employee's employment group, rather than rolled over into the Accrued PTO balance.

b. No employee shall receive pay for Accrued PTO at the time of termination of employment, except for retiring employees (defined as retiring through PERA or having 20 years or more of service in LCSD), who shall be paid half of the base substitute daily rate for the employee's employment group per unused Accrued PTO day.

2) Accrued PTO may only be used for the purposes of sick leave, as defined above.

3) Current PTO must be used before Accrued PTO may be used in a given year.

**d) Annual PTO Buy-Back**

1) Employees who have unused Current PTO days at the end of the fiscal year (June 30) may receive payout for the remaining days at the base substitute rate for the employee's employment group.

2) Days that are eligible for and opted for payout will be paid on the June paycheck of the contract year, and will be paid at the daily substitute rate. Any additional days missed, other than those allowed herein or in other leave policies, will result in a reduction of pay on a per diem basis.

3) An employee who does not opt to have eligible Current PTO days paid out will have those days roll over into Accrued PTO as defined above.

**ARTICLE IX**

**GENERAL**

**SECTION 1. PHYSICALS** - Physicals shall be taken at the Leadville Medical Center as directed by the administration.

**SECTION 2. WORKSHOPS** – Employees, covered by this contract, will receive two days training pertinent to their duties per school year. Training will be given during in-service days. Employees required to attend workshops or training sessions shall receive their regular rate of pay for each day while in attendance, in addition to necessary expense.

**SECTION 3. UNIFORMS** – Uniforms will be provided and worn only while the employee is working. An annual footwear reimbursement of up to \$100 (one hundred dollars) for up to two pairs of work shoes for the employee will be included in the employee’s pay check upon submission of a receipt. Footwear must meet district guidelines. Uniforms should be returned on the last day of employment. In the event they are not returned, the replacement value will be payroll deducted.

## **ARTICLE X**

### **DURATION OF UNDERSTANDING**

**SECTION 1.** The terms of this contract shall be in full force and effect from July 1, 2019 through and including June 30, 2022. It is also understood that only compensation and insurance shall re-open for years 2020 and 2021. The Master Contract, other than compensation and insurance, shall not open for negotiations again until the 2022 negotiations.

**SECTION 2.** This agreement shall automatically be renewed for successive terms of three years each unless and until the Board or the Union provides written notice of intent to negotiate a successor Agreement or to terminate this Agreement to the other party by April 1 of the year in which the contract is set to expire. Upon service of the notice of intent on the other party, the parties shall meet within ten working days and shall negotiate in good faith for the purpose of attempting to reach agreement regarding the continuation of this Agreement or a successor Agreement. If the parties fail to reach agreement on a successor Agreement, and absent an agreement to extend the terms of this Agreement, this Agreement shall expire on the next succeeding June 30<sup>th</sup> following the notice of intent to terminate.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR NAMES

This 11<sup>th</sup> day of June 2019

FOR THE UNION:

FOR THE ADMINISTRATION:

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President of the School Board

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