



*Dedicated to Excellence*  
Cherry Creek Schools

Custodial, Maintenance,  
Grounds & Carpentry  
2022-2023 SY

Negotiated Agreement

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# Association Information

## General Provisions, Policy 4235

### A. Bulletin Boards and Mailing

1. The employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the employees' representative.
2. The employees' representative shall limit its posting of notices and bulletins to such bulletin boards.
3. The use of District Mail Service will be available to employees' organization representatives. Such use shall comply with legal requirements.
4. The Union through its officers and representatives will have the right to communicate with staff in the bargaining units it represents via email or like electronic means provided that any such communication will comply with and be subject to any District policy concerning the use of email systems or the like or for communication via the Internet or intranet.

### B. Visits by Employees' Representatives

1. The employer agrees that employees' organization representatives shall have reasonable access to the premises upon request and approval from the employer and building administrator or designee.
2. In case the building administrator and designee are not available to grant approval for the above, the Director of Custodial, Maintenance, Grounds, and Carpentry or designee may approve the reasonable access request.

### C. Uniforms and Protective Clothing

1. Once a year, beginning July 1 and continuing to the following June 1, employees shall be given an allotment of \$450.00 for their yearly uniforms. The uniform will consist of dark blue denim Levis, or the equivalent. All outer wear (i.e., shirts, coats, sweatshirts, overalls) shall have a District patch for identification and colors will be consistent with department uniforms. Catalogs will be available in the CMGC office. Employees that arrive to work with uniforms that are torn, tattered or otherwise unacceptable will be sent home to change with no pay. Employees who repeatedly arrive to work with unacceptable uniforms will be disciplined per policy 4237. \*New hires are expected to order uniforms within 30 days of employment.
2. Employees will be expected to wear uniforms which are in good condition. Disregard of this provision may result in suspension and/or termination when Policy 4237 has been followed.
3. Custodial, Maintenance and Grounds personnel, who are directed to work outside, will have appropriate foul weather gear available on a check-out system from the maintenance shop.

D. Tools and Equipment

1. The District will replace or repair any Custodial, Maintenance or Grounds employee's equipment or tools which have been damaged, stolen, inoperable or lost in the performance of his/her job. Said tools must be inventoried and a record validated by the employee's supervisor will be provided to the Custodial, Maintenance, Grounds, and Carpentry offices. Requests for a replacement comparable to the damaged, stolen, inoperable or lost tool, or repair of a tool, require prior approval by the Director responsible for Custodial, Maintenance and Grounds.
2. Custodial, Maintenance, Grounds, and Carpentry employees shall be responsible for the proper care and use of equipment checked out to them.
3. If feasible and as determined by the Director responsible for Custodial, Maintenance and Grounds, the District shall provide any specialty tool, equipment, and safety clothing needed to properly perform a required job.

E. Employee Policy and Negotiated Agreement

The District is intent upon limiting the environmental and cost impacts of providing hard cover employee handbooks. The District is also intent upon providing maximum employee access to these. Therefore, the policies relating to Custodial, Maintenance, Grounds, and Carpentry personnel and all modifications to the policies will be posted on the website by the District. Copies will be provided for officers and the central offices as needed.

F. Employee Security

Employees may choose to associate with an organization or association through membership. Such decision shall be at the employee's option. The employer agrees that there shall be no discrimination because of an employee's relationship with any association. That is, the employer agrees that stewards and members of the association will not be discriminated against for exercising their lawful rights under Board Policy. No representative of management or the employees' association shall exert undue influence upon an employee to join or not to join an employee association.

G. Membership Fee Payment

Upon an employee's written request, the employer agrees to deduct any membership initiation fee, assessment and monthly dues from the employee's pay. The amounts to be deducted shall be certified to the employer and the employees by the treasurer of the employees' organization. The aggregate deductions of all employees shall be remitted, together with adequate detail, to the treasurer of the employees' representative on the 10th of the succeeding month, after such deductions are made.

Any employee desiring to join or to terminate affiliation with the employees' organization is to notify the payroll department, in writing, which, in turn, shall forward a copy of such

notice to the treasurer of the employees' organization within three to five working days.

H. Recognition

The Cherry Creek Board of Education recognizes the Cherry Creek Custodial, Maintenance, Grounds, and Carpentry Association, Local 1605 as the negotiating agent for all Cherry Creek Custodial, Maintenance, Grounds, and Carpentry employees. If, at any time during the life of this Policy, 30% of the Custodial, Maintenance, Grounds, and Carpentry employees petition the Board of Education to change bargaining agents, the Board and the Cherry Creek Custodial, Maintenance, Grounds, and Carpentry Association, Local 1605 shall hold a representative election. This election shall take place within 15 days after receipt of the above-mentioned petition. The election shall be to determine one of the following:

1. To retain the Cherry Creek Custodial, Maintenance, Grounds, and Carpentry Association, Local 1605 as the bargaining agent.
2. To elect a new bargaining agent.
3. To decertify the Cherry Creek Custodial, Maintenance, Grounds, and Carpentry Association, Local 1605 and have no organization serve as bargaining agent.

A majority of those voting will determine the outcome of the election. Cost of the election will be shared by the petitioning group and the Cherry Creek Custodial, Maintenance, Grounds, and Carpentry Association, Local 1605.

I. Safety Committee

The prevention of accidents is of a mutual benefit to the Union and CCSD and careful observation of safe working practices and safety rules is the responsibility of all employees and CCSD. CCSD is committed to abide by all status pertaining to safety as outlined in School Board Policy Section E. Support Services, Federal, State, and Local laws. CCSD agrees to make sure all employees have the safety equipment needed to do their jobs.

The Safety Committee shall consist of representatives from the Custodial, Maintenance, Grounds, and Carpentry employees and the administration with the chairperson alternating from Custodial, Maintenance, Grounds, and Carpentry and the administration on a yearly basis. The number of members will be determined by the committee. The meetings will be held two (2) times per year (July, February) unless additional meetings are required. The minutes will be posted and distributed to the Custodial, Maintenance, Grounds, and Carpentry employees.

J. Labor Management

Three officers/or designees of the association shall meet with the Director responsible for Custodial, Maintenance, Grounds, and Carpentry and appropriate management personnel on subjects of general concern, on an as-needed basis. Agenda items will be presented by

association and/or Director responsible for Custodial, Maintenance, Grounds, and Carpentry three days prior to the meetings.

K. Commercial Driver's License

In conjunction with commercial driver's license provision for required drug testing:

1. Cherry Creek School District Custodial, Maintenance, Grounds and Carpentry Department Association will be notified in writing of all jobs required by federal law, state statute, and/or local Board of Education policy to maintain a commercial driver's license. The Association has the right to challenge management's decision on who must carry a commercial driver's license.
2. Those who now have a commercial driver's license and are not required by federal law, state statute, local Board of Education policy, and/or the Custodial, Maintenance, Grounds and Carpentry department will be given the option to keep the commercial driver's license or relinquish it. If an employee relinquishes a commercial driver's license, but is later required to have one, the employee shall be responsible for the cost of reinstating a commercial driver's license, except as stated in L. below.
3. When an employee with a commercial driver's license declares he/she is on medication which may impair their ability to drive, an attempt will be made by the supervisor to accommodate the employee by reassigning duties for the short term. If the supervisor determines the employee's ability is impaired to perform their duties, the employee may be required to use leave.
4. With regard to drug free testing for persons in positions requiring a commercial driver's license, the District will pay for the cost of the second split sample urine test if the employee produces, in a timely manner from a qualified testing laboratory as determined by the District, evidence that creates a reasonable doubt about the validity of either test. The Director responsible for Custodial, Maintenance, Grounds, and Carpentry will make this determination.

L. Licensing Fees

The District will reimburse those employees required to hold professional licenses, certifications or CDL endorsements for the cost of the original or renewal fees for such professional licenses, certifications or CDL endorsements. Proof of renewal and valid receipts must be submitted to the appropriate Custodial, Maintenance, Grounds, or Carpentry office.

Changed from Policies 4218 and 4227.

Refer to Master Book maintained in the Office of Human Resources for revisions prior to 1984.

Revised: April 21, 2022

Adopted: June 13, 2022

Effective: July 1, 2022

## **Grievance, Policy 4236**

### A. Stewards and Grievance Committee

The Grievance Committee will consist of seven members. Grievance Committee members and stewards may investigate and process grievances during working hours without loss of pay with approval of the director responsible for Custodial, Maintenance, Grounds, and Carpentry (CMGC) or designee. Supervisors in need of assistance from the association may contact the chief steward.

The employees' association representative during the month of January shall provide an annual list of employees serving as stewards, and a list of employees comprising the Grievance Committee to the superintendent and all CMGC employees.

### B. Grievance Process

A "grievance" shall mean a complaint by an employee alleging there has been a violation, a misinterpretation, or inequitable application of any of the provisions of these policies, except that the term "grievance" shall not apply to any matter as to which (1) method of review is prescribed by law or (2) the Board is without authority to act. An attempt at resolution of the violation should be made at a lower level of supervision with or without a steward, or association representative present, prior to processing of a grievance. The grievant shall be present at any and all steps where a formal decision may be rendered, (i.e. resolution of the matter, or relegation to a higher authority), unless agreed upon by both management and the employee or representing party. If time limits prescribed in Steps I, II, and III are not followed by the district, the grievance will automatically be sent to the next step.

A grievance shall be processed in the following manner:

Step I. A steward, or association representative, and/or the employee, may take up the grievance or disagreement with the appropriate Department Manager within five working days

(A) actual occurrence

(B) after attempt at resolution with a supervisor

(C) knowledge of the occurrence by the steward or association representative.

The Department Manager may then attempt to adjust the matter, and shall respond to the steward, association representative and/or employee within five working days. If deemed appropriate, the immediate supervisor may be involved through a private or a joint hearing during this step. Time may be extended with an oral request, followed by written request upon approval of both parties.

Step II. A steward or association representative, and/or the employee, may take up the grievance or disagreement to the Director of CMGC within five working days of the immediate Department Manager's response, as set forth in Step I above.



The Director of CMGC may then attempt to adjust the matter and shall respond to the steward or association representative, within five working days. If deemed appropriate, the immediate supervisor may be involved through a private or a joint hearing during this step. Time may be extended with an oral request, followed by written request upon approval of both parties.

Step III. If the grievance has not been resolved to the grievant's satisfaction, it may be presented by the steward association representative, and/or the employee, to the Human Resources Department or designee, in writing within five working days after the response of the Director of CMGC is due. The Human Resources Department or designee, shall respond in writing to the steward, association representative or Grievance Committee, with a copy of the response to the president of the employees' association, within five working days. If deemed appropriate, the immediate supervisor may be involved through a private or a joint hearing during this step. Time may be extended with an oral request, followed by written request upon approval of both parties.

Step IV. Mediation is a voluntary process in which a trained impartial third party assists employees in conflict to reach a mutually acceptable agreement. If a grievance has not been resolved to the grievant's satisfaction, the grievant may make a written request for mediation. The steward, union representative, employee, or Grievance Committee will present this request to the assistant superintendent or designee. This written request must be submitted within ten days after the response of the Human Resources Department or designee. For mediation to occur, both parties must agree to the process. The Human Resources Department or designee must notify the steward within five days of receiving the request if mediation is agreeable. If either party does not agree to mediation, the grievance may be taken to Step V. If both parties agree to mediation, the process will be scheduled within two weeks of the notice of agreement. If mediation resolves the grievance, the grievance will be concluded. If mediation does not resolve the grievance, the grievance may continue to Step V.

The mediation process will be reviewed at the next negotiation session to determine effectiveness and appropriate step placement.

Step V. If the grievance has not been resolved to the grievant's satisfaction within 15 working days, the grievant, by written notice to the assistant superintendent, superintendent, or designee, may request a hearing. Time may be extended with an oral request, followed by written request upon approval of both parties.

The hearing shall be conducted by a hearing officer to be selected by the employer and the employees' association representative within ten working days after notice has been given. If the parties fail to select a hearing officer, the State Mediation and Conciliation Service shall be requested by either or both parties to provide a panel of five hearing officers. Both the employer and the employees' association representative shall have the right to strike two names from the panel. The party requesting the hearing shall strike the first name; the other party shall then strike one name. The process will be repeated and the

remaining person shall be the hearing officer.

The findings/recommendations of the hearing officer shall be submitted to the Board of Education for consideration and action within 30 calendar days after the conclusion of testimony and argument.

Expenses for the hearing officer's services and the proceedings shall be borne equally by the employer and the employees' association. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes the copies available without charge to the other party and the hearing officer.

C. Confidentiality

It is the intent of the Cherry Creek Custodial, Maintenance, and Grounds Association, Local 1605 and the Board of Education that all proceedings and written and verbal discussions shall be kept as confidential as possible so as not to impede an equitable solution to the grievance.

Changed from Policy 4216.7

Revised: May 25, 2017

Adopted: June 12, 2017

Effective: July 1, 2017

# Employment Information

## **Equal Employment Opportunity and Affirmative Action, *Policy 4001***

From its inception, the Cherry Creek School District has attempted to develop policies and procedures to assure the employment, retention and promotion of personnel on the basis of merit without regard to race, color, religion, sex, age, national origin or handicap. This policy reaffirms our fundamental goal of pursuing equal employment opportunity in all matters of personnel actions fulfilling the letter and intent of laws designed to eradicate discrimination or harassment in conditions of employment. This commitment specifically provides that the recruitment, hiring, retention, opportunities for advancement, compensation, termination of employees be done on the basis of bona fide occupational qualifications and educational requirements of the District, without favor, influence or harassment and without regard to race, color, religion, sex, age, national origin or handicap.

Revised: March 9, 1981

Adopted: April 6, 1981

### **Responsibilities for Licensed and Classified Personnel, *Policy 4001.1***

The Office of the Assistant Superintendent of Human Resources is responsible for matters dealing with the overall management of the licensed and classified staff of the Cherry Creek School District.

Matters of personnel concern needing central administrative guidance and/or assistance should be referred to the Office of Human Resources.

Approved by Superintendent Richard P. Koeppel, January 12, 1981.

### **Definition of Licensed Personnel, *Policy 4008***

The term "Licensed Employee" is applied to an employee who holds one or more documents such as a license or a letter of authorization which has been granted by the State Department of Education.

All employees who are directly responsible for the instruction or guidance of pupils, or who administer such instruction, shall be licensed employees.

### **Definition of Classified Personnel**

The term "Classified Employee" is applied to employees who are not required to hold a certificate or a letter of authorization as a prerequisite to obtain or keep their job.

Adopted: January 10, 1983

Effective: January 1, 1983

### **Employment, *Policy 4015***

The Board of Education is obligated to hire the most qualified applicants to fill existing vacancies.

Qualified applicants who have followed the District application process may include in-district transfers, as well as individuals not currently employed by the Cherry Creek School District.

Proposed: May 10, 1982

Adopted: June 14, 1982

### **Transfer Procedure – Classified, Administrative Procedure 4015.1**

When a classified position becomes available within the District, any qualified classified employee will be given serious consideration.

In order that this may be realized, all classified employees must follow the procedure as listed.

Please use the following transfer procedure to assure consideration of in-district classified employees in filling all vacancies.

Step 1: The Office of Human Resources will post vacancies as soon as possible after receipt and approval of the Personnel Requisition.

The vacancy announcement will be posted on the District's website for a period of eight (8) calendar days.

Step 2: Those interested in specific transfer opportunities must submit an on-line Transfer Request form to the Office of Human Resources no later than 4:00 p.m. on the closing date of the vacancy.

1. On-line Transfer Request forms are available on the District's website.
2. Kiosks with computers are available in the Office of Human Resources for District employees to submit an on-line Transfer Request form.
3. The Office of Human Resources will electronically acknowledge receipt of the on-line Transfer Request form.

Step 3: Following the closing date, a list of all transfer applicants will be available on-line to the appropriate building administrator, or designee, for review.

Step 4: The administrator, or designee, will consider all applicants for a vacancy and select applicants for interviews based on their qualifications for the vacancy.

Step 5: Within thirty (30) calendar days, the building administrator, or designee, must make a decision to:

1. Recommend a candidate to fill the vacancy, or
2. Cancel the vacancy
3. Request the Office of Human Resources to repost the vacancy or position
4. At the request of the Assistant Superintendent of Human Resources, or designee, the thirty (30) day period may be extended to accommodate unusual circumstances.

We recognize the fact that informal communication between administrators and potential applicants may occur in an effort to secure the most highly qualified staff possible. This should not, however, interfere with serious consideration of all in-district transfer requests.

## **Seniority, Policy 4211**

### A. Seniority

An employee's seniority is the length of continuous service in the District calculated from his/her last date of hire.

The employer shall maintain a seniority list every six months on all bulletin boards showing the continuous service of each employee. A copy of the seniority list shall be furnished to the employees' representative when it is posted.

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

An employee's position on the seniority list will not change during any leaves approved by the Board of Education.

### B. Layoff

All other things being equal in the employer's judgment as to ability, skill and efficiency, layoffs shall be made according to total length of continuous employment.

Any layoff not in accordance with seniority may be taken to the Labor-Management Committee.

If additional steps were considered, i.e., subcontracting, change in pay or hours, the District and the Union would meet collaboratively to discuss options prior to the District's decision.

### C. Recall

Recall shall be made according to seniority prior to the layoff. All employees will be recalled before any outside person was hired.

Revised: May 7, 2020  
Adopted: July 20, 2020  
Effective: July 1, 2020

## **Assignment, Policy 4214**

### A. Job Duties

Job descriptions, clarifications, and job titles for custodial, maintenance, and grounds personnel shall be established by the administration. The affected employee and/or the president of the employee union or his/her designee may review the listing of duties and make recommendations for change to the administration. The union president or designee will be notified of all clarification or changes within seven work days prior to effective date of proposed changes. Communication from the union president or designee to the appropriate supervisor regarding these changes must occur within three work days of union president's/or designee's receipt of changes.

Any custodial, maintenance or grounds employee will have access to existing job descriptions of the custodial, maintenance, and grounds departments, if requested.

B. After Hours Work

Efforts will be made to ensure assignment of two custodial, maintenance, and grounds personnel to a facility after normally assigned working hours.

Changed from Policy 4216.53.

Revised: May 7, 2020

Adopted: July 20, 2020

Effective: July 1, 2020

**Promotion / Transfer, Policy 4215**

A. Promotion/Transfer

When filling a vacancy other than Group I, a notice of such vacancy shall be posted in designated areas per Administrative Procedure 4015.1. Any interested person may apply for the position through the established Classified Personnel Transfer Request procedure. The senior employee shall be promoted if all other factors are equal. Any applicant who meets minimum qualifications with five consecutive years with the District shall be granted an interview. If an employee feels he/she was not given proper consideration in the promotion, he/she may appeal the selection through the grievance procedure (Policy 4236).

B. Reassignment/Transfer

1. Reassignment

Any employee desiring a lateral move to another position shall submit a written request to the District maintenance office stating the reason for the request for reassignment. Receipt of such requests will be acknowledged by the District maintenance office within seven working days.

All requests for lateral reassignment shall be evaluated. Reassignment requests will be retained until the end of the current school year.

2. Transfer

Any employee desiring to transfer must submit a Classified Personnel Transfer Request form to the Office of Human Resources prior to the closing date of a posted vacancy.

The transfer procedure in Administrative Procedure 4015.1 shall be followed. All other factors being equal in the employer's judgment as to ability, skill, and efficiency, transfers shall be made in accordance with seniority.

The District will make every effort to give primary consideration to District employees who request a transfer to a vacant position.

C. Voluntary Transfers

1. A lateral transferee changing job classification within the same group may be eligible for a pay increase commensurate with greater responsibilities and/or qualifications. Such increase, if any, will not exceed 5% more than the employee's current pay and will not exceed the maximum pay for that group. Any pay increase is subject to supervisor discretion and requires the approval of the Executive Director Educational Support Services. If the resulting wage exceeds other employees' wages in the group, no salary adjustments will be made to the other employees.
2. A transferee moving to a lower group may receive a wage decrease as determined by the supervisor with the approval of the Executive Director of Educational Support Services. The new salary shall not exceed the salary of an employee with greater longevity within the same group/subgroup. If the wage of the transferring employee exceeds the wage of other less senior employees in that job classification within the same group, no salary adjustments will be made to the other employees. Salaries must be within the wage schedule and may not exceed the maximum of the range.

D. Involuntary Transfers

1. A lateral transferee changing to a different job classification in the same group will maintain his/her current wage. If the transferee's wage exceeds the wages of current employees in the same job classification, no salary adjustments will be made.
2. When any position not listed on the wage schedule is established, the employer may designate a job classification and rate structure to the position. In the event the employee's representative does not agree that the classification and rate are proper, the employee representative shall have the right to file a grievance at Step II of Policy 4236.

Revised: June 2, 2014

Adopted: August 11, 2014

Effective: July 1, 2014

**Work Hours / Meals / Work Year, Policy 4216**

A. Hours of Work / Work Week

The work week will be defined as Monday 12:00 a.m. through Sunday 11:59 p.m.

Eight and one-half hours of work shall constitute a work shift, including breaks and meal periods. All employees shall be scheduled to work in a regular, assigned work shift, and each work shift shall have regular starting and ending times.

Work shift changes that last three or more weeks and impact maintenance and grounds employees require a one-week advance notice. Notification will include the start and end times and the starting date. This provision does not apply to emergency shift changes.

B. Breaks

All employees' work schedules shall provide for a 15-minute break during each one-half shift whenever this is feasible. Employees may combine the break(s) with the meal period providing prior approval from the immediate supervisor is obtained. Employees who, for any reason, work beyond their regular ending time into the next shift shall receive a 15-minute break before they start to work on the next shift. In addition, they shall be granted<sup>16</sup>



the regular breaks that occur during the shift.

C. Emergency/Storm Designation

1. All Schools / Offices / Facilities Closure:

When the Superintendent or designee closes all schools, offices, and facilities for any reason (e.g. snowstorm or other emergency), to staff and/or students and programs, during staff contact days, the following items apply:

- (a) The closure shall apply for the 24-hour period from midnight to midnight during which the closure announcement was made.
- (b) Only employees who are designated essential by the Director of Custodial, Maintenance, Grounds, and Carpentry shall report to work. These employees shall be paid double time for the work while schools are closed.
- (c) For those so designated who are unable to report to work, the absence will be recorded as a day of general leave. If leave has been exhausted, pay shall be withheld without point reduction for the day(s) that individual is unable to work.
- (d) Those not designated as essential employees on days when schools are closed shall not report for work and will be paid the regular hourly rate for their work shift.

2. Designated Schools / Offices / Facilities Closure

- (a) The closure shall apply for the 24-hour period from midnight to midnight during which the closure announcement was made.
- (b) Only employees who are designated and directed to report to a closed facility will report to that facility. Employees directed to work at a closed facility shall be paid double time while working at that facility. Work orders do not constitute direction by a supervisor.
- (c) For those so designated who are unable to report to work, the absence will be recorded as a day of general leave. If leave has been exhausted, pay shall be withheld without point reduction for the day(s) that individual is unable to work.
- (d) Those designated as non-essential and assigned to a closed school/facility on days when schools are closed shall not report for work and will be paid the regular hourly rate for their work shift.
- (e) Employees assigned to schools not affected by closure, shall report as a normal day.

D. Meal Periods

All employees shall be granted a meal period of one-half hour during each work shift. In the event work beyond the normal shift is required by the employer, the employer agrees to provide a reasonable service of food, or if the employer is unable to reasonably supply food service, will reimburse the employee not more than \$10.00 per meal, provided work beyond the normal shift is at least three hours in length, and an official receipt is submitted by the employee. No meal or cost of meal will be provided unless at least 11 consecutive hours have been worked.

E. School Lunch Program

Custodial, Maintenance, Grounds, and Carpentry employees may eat at school cafeterias and are required to pay the adult rate.

F. Work Year

Beginning with the 2011 – 2012 fiscal year, Custodial, Maintenance, Grounds, and Carpentry personnel will be paid on the basis of the actual number of work days in the year.

Revised: June 1, 2012

Adopted: August 13, 2012

Effective: July 1, 2012

**Retirement / Resignation / Separation, Policy 4219**

A. PERA

All employees covered by this policy are required by law to become members of the Public Employees' Retirement Association (PERA). Payroll withholding in this program will be accomplished according to the scheduled rate published by the Public Employees' Retirement Association (PERA).

Retirement practices will be administered in accordance with the rules and policies of PERA.

B. Disability Retirement

In the event of separation or retirement due to disability (as interpreted by PERA) full compensation for all unused accumulated sick leave will be made for those employees whose continuous service exceeds five years (60 months). Such compensation will be paid at the rate of pay that the employee is earning at the time of separation or retirement.

C. Compensation Upon Separation

Upon separation for resignation or retirement, and after ten years of continuous service in benefitted classified employee groups, accumulated leave/sick leave will be compensated at one-half of the employee's rate of pay at the time of separation.

1. Eligibility Criteria

A classified employee becomes eligible when the following criteria have been met or, when otherwise approved by the Board of Education:

- (a) Been employed by the District in a position eligible for leave pay-off and for the number of years required by employee group policy to be eligible for a leave payment.
- (b) Submitted a written resignation from employment in the District to the Board of Education. This resignation shall be effective prior to receiving cash and/or benefits under this policy.
- (c) Completed an Accumulated Leave Compensation application and has submitted it to the Board of Education.

2. Each classified employee shall have the option to choose to receive payment for accumulated leave in annual payments over a period of not more than three years. In no case shall payments for accumulated leave in excess of \$25,000 be made in less than two years.

3. Death Provisions

Upon the death of the retiree receiving the accumulated leave compensation, the unpaid portion of the allotment shall be due and payable to the retiree's designated beneficiary using the same schedule as agreed to by the retiree.

Split from Policies 4241.31 and 4243.13

Revised: June 1, 2012

Adopted: August 13, 2012

Effective: July 1, 2012

### **Evaluation / Probation, Policy 4237**

- A. Probation

1. All new employees, or those promoted to a new position, shall be placed on a 60-working-day probation automatically. Continuation of employment shall be determined by appropriate supervisory personnel during this period.

- B. Evaluation

1. Employees will be evaluated annually.

- C. Disciplinary Process

1. No employee shall be disciplined or adversely affected without just cause.
2. Any employee who is not performing adequately shall be given a minimum of one verbal and two written warnings regarding the performance of their duties. In the event the performance is not improved to the level required in writing by the supervisor, termination may result after the second written warning.
3. Employees may request to review their personnel file. Such review will be subject to established District and office procedures.
4. All disciplinary actions will remain in an employee's personnel file. However, in the progressive discipline process, decisions as to the severity of discipline shall not take into account any disciplinary action, which is more than two (2) years old. Notwithstanding the foregoing sentence, the supervisor shall take into account all disciplinary actions in the employee's file, including disciplinary actions that are more than two (2) years old, if the employee's file contains a disciplinary action that occurred within the last two (2) years, in the following categories: harassment, discrimination, workplace violence, theft, or falsification of documents or records. The two (2) year period is measured backwards from the date of the pre-disciplinary meeting regarding the employee's current misconduct.

Revised: April 16, 2020

Adopted: July 20, 2020

Effective: July 1, 2020

# Compensation, Benefit, and Leave Information

## **Wages/Promotion/Call Time/Overtime, Policy 4241**

### A. Wages

Starting salary for new employees to CMGC will be placed on the salary schedule using the compa-ratio formula by Human Resources based on their relevant years of experience. Salaries may not exceed the maximum of the salary range.

The pay rate placement for the compa-ratio formula will be based on the following:

- Up to five years of relevant external experience based on the job description,
- Up to twelve years relevant internal experience in Cherry Creek School District,
- A maximum total of twelve years of combined experience.

The Compa-ratio formula includes a range spread of 19% between minimum to midpoint and 19% between midpoint and maximum with a 1.85% progression through the pay range.

### B. CMGC Hard-to-Fill Language

In identified "hard-to-fill" positions in the District, CMGC employees with experience beyond the five years allowed may be hired and given credit for up to ten (ten) years of relevant, verified, prior experience (i.e., initial placement up to 10 years on the market study compa-ratio range).

Annually, the District shall communicate with the CMGC President (or designee) the positions that have been identified as "hard-to-fill" positions prior to July 1. This communication shall include the basis for the identification of positions as "hard-to-fill" (i.e., number of applications on file for such positions, special requirements of the position, etc.).

Both CMGC and the District agree that the time of the hiring may affect the position as "hard-to-fill." Upon mutual agreement by the District and the CMGC President, a "hard-to-fill" position may be determined and added to the existing annual list of "hard-to-fill" positions at any time during the year.

### C. Promotion

When transferring to a higher pay range, employees will be placed within their new position's pay range based on years of relevant experience to that particular job. Relevant experience is defined differently based on the job description.

### D. Call Time

An employee at the work site or en route to work, who is required to start work in an emergency before his/her regularly-scheduled work shift, shall be paid at the overtime rate for a minimum of thirty (30) minutes or whatever time is worked prior to his/her normal work shift, whichever is greater.

An employee called to report to work in an emergency, outside his/her regularly-scheduled work shift, who is not at work or en route to work, shall be paid at the overtime rate for a minimum of two hours or whatever time is worked prior to his/her normal shift, whichever is greater.

Time worked after the normal shift, as directed by a supervisor shall be paid as overtime.

Travel will be paid from the time the employee begins travel to the site until employee clocks out at maintenance or the building site for a minimum of two hours, whichever is longer.

Scheduled early reporting and reporting to perform normal duties caused by inclement weather shall not be considered call time.

Work from home will be documented in 15-minute increments.

#### On Call Pay

Effective January 1, 2018, employees who are on-call for emergency or urgent CMGC duties shall be paid \$150/week.

The Director of Facilities or their designee will determine the rotating schedule for on-call participants.

On-call employees must be available to work during their entire on-call shift. Employees will be expected to respond to calls within two hours while serving their on-call shift. Failure to report to any urgent or emergency call within the parameters set herein may result in disciplinary action.

#### E. Overtime

Time and one-half of the employee's regular hourly rate of pay shall be paid for work performed in excess of forty hours in any work week.

Overtime work shall be voluntary, except in an emergency. There shall not be a penalty against any employee who declines to work overtime. Employees are expected to perform reasonable overtime duties.

#### F. Single-Occasion Responsibility

When temporarily completing additional duties that require time on a daily or near daily basis:

Completing higher level/range duties: Up to 10.0% of current base pay

EXAMPLE: A Custodian (range 3) temporarily completing duties of a Building Engineer (range 7).

Completing same level/range duties: Up to 7.5% of current base pay

EXAMPLE: An Assistant Shopkeeper (range 7) temporarily completing duties of a Machine Operator (range 7).

Completing lower level/range duties: Up to 5.0% of current base pay

EXAMPLE: A Weed Control Specialist (range 10) temporarily completing duties of a Playground Maintenance Worker (range 8).

When temporarily completing additional duties that require time on an *infrequent or occasional basis*: **Up to 2.5% of current base pay for time worked**

EXAMPLE: An employee who leads a quarterly workshop/training.

If special consideration pay is effective for one (1) month or longer and the total amount of special consideration pay paid out during that one month does not match or exceed \$95.00, the employee is entitled to a \$95.00 minimum per month. If the special consideration pay paid out during that one month matches or exceeds \$95.00, the \$95.00 minimum is waived.

G. Merit

Any opportunity for merit increases must be negotiated on an annual basis.

H. Snow Removal

Emergency snow removal personnel, as identified by the Director of CMGC, that begin work prior to 6:00 a.m. for snow removal, will be paid double time for the full eight (8) hours and double time for any additional hours worked. Double time will be paid for time spent on snow removal during snow closures.

- Holiday snow removal – 2x
- Snow closure removal – 2x
- Snow pay – 2x
- Overtime – 2x

**2022-2023 CMGC Wage Schedule**  
Effective July 1, 2022

<b>RANGE</b>	<b>MINIMUM</b>	<b>MIDPOINT</b>	<b>MAXIMUM</b>	<b>JOB TITLE</b>
<b>1</b>	\$13.49	\$16.65	\$19.81	<i>No Positions Currently</i>
<b>2</b>	\$14.24	\$17.58	\$20.92	<i>No Positions Currently</i>
<b>3</b>	\$15.04	\$18.56	\$22.09	Custodian
<b>4</b>	\$15.89	\$19.61	\$23.34	<i>No Positions Currently</i>
<b>5</b>	\$16.74	\$20.66	\$24.59	<i>No Positions Currently</i>
<b>6</b>	\$17.68	\$21.83	\$25.97	Special Projects Worker
<b>7</b>	\$18.63	\$22.99	\$27.37	Assistant Shopkeeper
				Assistant Special Projects Manager
				Building Engineer
				Building Systems Preventative Maintenance Technician
				Furniture and Equipment Mover
				Irrigation Technician
				Machine Operator
				Custodian Rover
<b>8</b>	\$19.69	\$24.31	\$28.93	Crew Leader
				General Maintenance
				Middle School Building Manager
				Playground Maintenance Worker
<b>9</b>	\$20.76	\$25.63	\$30.50	Custodial Maintenance Project Specialist
				High School Building Manager
<b>10</b>	\$21.92	\$27.06	\$32.20	Assistant Grounds Mechanic
				Carpenter
				Grounds Stripper
				Irrigation Specialist
				Preventative Maintenance Mechanic III
				Quality Control Assistant Manager
<b>11</b>	\$23.08	\$28.49	\$33.90	Weed Control Specialist
				Field Equipment Supervisor
				Grounds Assistant Supervisor
				Grounds Mechanic
<b>12</b>	\$24.34	\$30.05	\$35.76	Senior Crew Leader
				Appliance Repair Technician
				Glazier
				HVAC Control Specialist I
				HVAC Technician
				Locksmith
				Preventative Maintenance Mechanic
				Shop Parts Manager
Welder/Equipment Operator				
<b>13</b>	\$25.61	\$31.61	\$37.62	HVAC Control Manager
				HVAC Project Technician
				Lead Locksmith
				Plumber
<b>14</b>	\$27.09	\$33.45	\$39.80	Plumbing Specialist
				HVAC Control Specialist II
				HVAC Technician Lead
				Lead Plumber
				Senior Commercial Kitchen Equipment Manager
				Senior Controls Manager
Senior HVAC Technician				
				Senior Plumbing Technician



I. Longevity Pay

The following longevity pay will be granted to eligible employees as additional salary, to be paid in a lump sum the month of their anniversary date. This will not be included in base pay. Years of service must be continuous in a benefit eligible position with Cherry Creek School District. The employee must work 120 days or more during each year of service in order to be eligible for longevity.

COMPLETED YEARS OF SERVICE	ANNUAL PAYMENT
10	\$600
11 to 12	\$700
13 to 14	\$800
15 to 16	\$1,000
17 to 18	\$1,100
19	\$2,000
20	\$2,200
21+	\$2,200

Revised: April 21, 2022  
Adopted: June 13, 2022  
Effective: July 1, 2022

### **Travel Reimbursement, Policy 4010**

On the recommendation of the Superintendent, the Board of Education shall authorize the payment of travel expenses. Payment at the official District rate per mile shall be made for any employee or member of the Board of Education while conducting official District business. Claims for payment shall be made in the manner prescribed by the Superintendent acting in accordance with established State funding requirements.

Adopted: January 10, 1983

Effective: January 1, 1983

### **Professional Growth, Policy 4242**

Classified staff shall be encouraged to participate in approved professional growth activities. The Cherry Creek Board of Education shall provide each fiscal year the sum of \$42,500 to be used by classified staff, applying for funds, to defray the cost of such activities. This fund will be closed at the end of each fiscal year with any remaining funds returned to the General Fund. Temporary classified personnel will not be eligible for funds. The Classified Employee Council reserves the right to make the final decision on approval of funds. The Director of Classified Employees in Human Resources, or designee, will act in an advisory capacity in approval of fund expenditures.

#### **1. Goals/Aims**

The Professional Growth Policy provides for classified staff to participate in professional growth activities, and to assist individuals with the cost of professional growth experiences that relate to classified staff job descriptions. Professional growth will add to our District value of improving the organization continuously and should be documented in the employee's yearly evaluation. These funds should be utilized to provide the greatest benefit to all classified staff.

The goals/aims are to:

- a) Encourage individuals to keep current with changes in the technology of the school business world and explore new methods of school business operations.
- b) Stimulate learning and encourage individuals to upgrade their skills, gain new skills, and/or refine techniques to enable them to prepare for increased responsibilities.

#### **2. Application Process – Individual**

- a) An individual may apply for professional growth funds at any time during the school year, July 1 through June 15.
- b) To receive reimbursement, the professional growth activity must meet at least one of the goals/aims listed above.
- c) An application form (Administrative Procedure 4242.1) must be completed before any request for reimbursement can be considered.
- d) An individual may not be reimbursed for more than \$500 in any given school year (exclusive of a group sponsored professional growth experience). Funds are available

on a first-come, first-served basis.

- e) Application Procedure after Completion of Course: The applicant must provide an application, copy of course prospectus or outline, verification of payment, and evidence of satisfactory completion.
- f) Courses under \$25 each should be combined, where possible, and classes submitted together.
- g) Classes that meet during normal work hours must have approval of the individual's immediate supervisor prior to application.

3. Approval Process – Classified Employee Council

- a) The committee will review all applications monthly.
- b) The Council will determine a meeting place and time for the purpose of considering professional growth requests.
- c) The Committee will respond to all requests.
- d) The Committee may not grant more than \$500 to an individual in any fiscal year for professional growth activities covered under this procedure exclusive of group sponsored professional growth activities.
- e) Applications will be processed on a first come first served basis until all funds are depleted. Preapproval of funds may be granted to reserve funds for classes that occur/are completed late in the year. If a class is cancelled or the employee does not pursue taking the class, notification must be provided to the Director of Classified Employees in Human Resources in order to release those funds for other use.
- f) If there are sufficient funds, they may be used for speakers, films, rental of space and other related expenses necessary to conduct group sponsored professional growth activities.
- g) The Committee may also grant up to \$500 per fiscal year to an individual classified employee to sponsor group professional growth activities of primary interest to his or her department or to other classified employees having similar positions. All classified employees must be invited and most of the attendees must be classified employees. Reimbursement is similar to individual professional growth. The \$500 limit does not reduce the amount the sponsoring classified employee may spend on his or her own individual professional growth.

When the activity/class is complete, fill out entire online form located on the CCSD Benefits page, attach course description documentation, copy of proof of payment, verification of completion of class, and send one copy of the application packet to Human Resources.

Revised: February 19, 2021

Adopted: June 23, 2021

Effective: July 1, 2021

## **Insurance, Policy 4044**

### 1. Insurance

Cherry Creek Schools is committed to providing affordable and comprehensive health benefits to employees. Effective July 1, 2020, the District and negotiating groups have agreed to one shared cost rate system for full time employees (.6 FTE and above) regardless of step or employee classification. This rate structure will also have part time (.5 FTE - .59 FTE) and dual employee options. The dual employee option is for full time employees whose spouse also works full time for the District. The shared cost rate structure will make the cost of coverage more equitable across employee groups. In lieu of cafeteria dollars, eligible employees will have the option of enrolling in the HDHP6000 and receiving dollars in the form of Health Savings Account contributions from the District.

#### Grandfathered Pre-06 Cash Back Dollars

Employees who were eligible for benefits during the 2005 – 2006 school year and continuously thereafter and who have converted any remaining cafeteria dollars to additional compensation during June 2020 shall have up to this same monthly cashback amount converted to additional monthly pay until they separate from the District.

Revised: April 16, 2020

Adopted: July 20, 2020

Effective: July 1, 2020

#### Coordination and Collection of Insurance Premiums, *Administrative Procedure 4044.1* for Employees on Unpaid Leave of Absence

To make certain that no lapse in insurance coverage occurs when any eligible District employee is on approved unpaid Leave of Absence, the following procedure should be followed:

#### 1. Eligibility

All employees who are eligible for the District's insurance program according to Board policy will be eligible according to the Insurance Carrier Contract to purchase medical, dental and vision coverage while on Leave of Absence.

#### 2. Enrollment

To continue participation while on leave, an employee must notify the Benefits Office of desired coverage(s).

#### 3. Premiums

Premiums for employees on leave shall be the current rates in effect without any District contributions.

#### Premium Collection

- a. Premiums shall be paid on a monthly basis and shall be paid to the Benefits Office.

- b. Monthly billing statements will be sent to each employee who is on an approved unpaid leave of absence and who elects to continue their health coverage.

Termination of Coverage

- a. An employee on leave whose payment of premium is in arrears will be dropped from coverage and may not re-enroll without successfully completing the Insurance Carrier Contract requirements for re-enrollment during the annual open enrollment.
- b. The death of the employee on leave will cause termination of all coverages.
- c. A voluntary withdrawal from participation in this plan shall terminate coverage for employees on leave.

Approved by Superintendent Robert D. Tschirki, June 24, 1998.

**Insurance Benefits, Policy 4244**

A. Eligibility

Eligible employees may participate in the benefit plans effective the first of the month following thirty (30) days of employment.

B. Life Insurance

The District will provide at no cost to the employee, a District-approved Group Term Life Insurance Plan of \$75,000 for Custodial, Maintenance, Grounds, and Carpentry employees working .5 FTE or greater.

C. Long-Term Disability Insurance

The District will provide, at no cost to the employee, District-approved Long-Term Disability Insurance for Custodial, Maintenance, Grounds, and Carpentry employees working a 50% or greater contract.

Revised: April 16, 2021

Adopted: June 23, 2021

Effective: July 1, 2021

**Workers' Compensation, Policy 4012**

As required by law, Cherry Creek School District carries Workers' Compensation insurance covering all employees of the District. Should an employee be injured while at work and the accident is within the scope and course of his/her employment, he/she is entitled to the benefits provided by the Workers' Compensation Law provided that such injury is reported to the employee's immediate supervisor as soon as practicable.

Information concerning the Colorado Workers' Compensation Law will be posted in each building.

Proposed: May 12, 1980

Adopted: June 9, 1980

## **Workers' Compensation Claims Procedures, Policy 4012.1**

The Cherry Creek School District is self-insured through the Joint School Districts' Workers' Compensation Self Insurance Pool. An employee who sustains a work related injury or disease which is directly attributable to the employee's job, trade, occupation, or position may qualify for medical and/or wage loss benefits under the Colorado Workers' Compensation Act.

Workers' Compensation claims are administered and adjusted by a third party administrator.

The purpose of the procedures is to establish the required reporting, time lines, and forms to be used for the reporting and handling of Workers' Compensation accidents. /

### **PERFORMED ACTION:**

#### **BY:**

Employee

#### Reporting Requirements

Injured employees must notify their supervisor within 48 hours after a work related injury.

Written notice must be given by the injured employee to the Risk Management Department within four working days after the accident.

The injured employee will assist the supervisor in completion of the First Report of Injury form.

#### Medical Treatment

Section CRS 8-404(5) of the Colorado Workers' Compensation Act allows the employer to select the physician(s) who treat injured employees.

The injured employee will be examined by the nearest District nurse, providing a nurse is available.

If further medical treatment is required, the District nurse or supervisor will issue the injured employee an Authorization Form for medical treatment at the District's designated medical providers.

### **PERFORMED ACTION:**

#### **BY:**

- The employee, after treatment, will return the Medical Status Report issued by the designated provider to their supervisor and assist in the completion of the First Report of Injury form.
- Emergency Care: In the event of a life or limb threatening situation, treatment should be sought from the nearest medical facility. However, the designated provider must be contacted and follow-up care must be directed by the designated physician.
- After Hours Care: In the event medical treatment is required for

a work related injury after the office hours of the designated clinics or on a weekend, the employee should go to the Emergency Room at Centennial Healthcare Plaza, 14200 East Arapahoe Road, Centennial, CO (303-699-3000).

- **If an employee wishes to be treated by a physician other than those approved, they do so at their own expense.**

#### Lost Time

- Any time off from work due to a work related injury must be authorized by a designated physician.
- In accordance with the Colorado Workers' Compensation Statute, an injured employee must be absent from work for three days before Workers' Compensation Wage Benefits begin. Employees may use up to three days of their accumulated sick leave for the first three days of absence due to a work related injury, and thereafter, receive Statutory Workers' Compensation Benefits which is 2/3 of the employee's average weekly wage, subject to a maximum figure, which is established and adjusted each year by statute.
- The injured employee must return a copy of the doctor's report to their supervisor after each doctor's visit. This report will give the prognosis and the date the employee must return for follow-up visits.
- It is the duty and the responsibility of the injured employee to keep his/her supervisor advised of their return to work status.

Appropriate  
Building  
Administrator/  
Supervisor or  
the Nurse

#### Medical Treatment

Emergency Care: You should seek medical or emergency care for the injured worker at the nearest medical facility.

#### **PERFORMED ACTION:**

#### **BY:**

#### Non-Emergency Care

If medical treatment is required beyond first aid rendered by the school nurse, the building administrator, supervisor or nurse should complete the Designated Physician's Authorization Form for the employee. Direct or take the injured employee to the nearest designated provider facility.

#### Reporting Requirements

- Give the injured employee the Cherry Creek Schools' Information Document on the District's Workers' Compensation Program.
- Forward the following to the Risk Management Department along with the physician's report on the injured employee:

1. Completed Workers' Compensation Employee Status Report
2. The Employer's First Report of Injury Form

This must be forwarded to the Risk Management Department within **four** calendar days of the occurrence. Note: The injured employee should not complete the Employer's First Report of Injury, but should assist in completion of the form.

- Advise the injured worker that written notice must be delivered to the Risk Management Department within four working days of the accident.
- Investigate the claim and complete a Supervisor's Workers' Compensation Claim Follow-up Report and forward to the Risk Management Department.

If the supervisor feels the claim is not valid, the Risk Management Department should be notified of the fact and the supervisor will submit a written statement verifying why he/she feels the claim should not be honored.

- **Note: All fatalities and any accident involving three (3) or more employees must be reported immediately to the Risk Management Office.**

**PERFORMED ACTION:**  
**BY:**

The supervisor will work closely with the Risk Management Department on the following:

1. Exact amount of time lost due to the injury.
2. Exact date employee returns to work.
3. If sick leave is being used for the first three days of the absence.
4. Furnish completed employee status reports after each follow-up visit by the injured employee to the designated provider.
5. Restricted light duty available for the return to work of employees that have been released by the designated physician with restrictions.

Hearings

The supervisor will attend hearings and cooperate with the District's Workers' Compensation insurer on the handling and adjudication of Workers' Compensation Claims.

Risk

Reporting



## Management

Written notice of accidents received from injured employees will be date stamped. Copies of the written notice will be made available to the injured employee within two working days following receipt of the notice. The Risk Management Office will forward the First Report of Injury form, medical reports, medical bills and supervisor follow-up reports to the District's Workers' Compensation Insurer within eight days of the injury.

### Claims

The Risk Management Office will coordinate the claims with the insurer, injured employee, designated provider, Human Resources and the supervisor. Workers' Compensation master files and records will be maintained in the Risk Management Office.

Revised: February 19, 2021

Adopted: June 23, 2021

Effective: July 1, 2021

## **Absences and Leaves, Policy 4251**

### A. Leave of Absence

1. A leave of absence may be granted for a definite period of time for injury, ill health, or other reasons, as approved by the Board of Education. A leave of absence may not exceed 24 months.
2. The first 12 weeks of a leave granted in accordance with the Family and Medical Leave Act (FMLA) will run concurrently with the district-approved leave. Procedures for applying for FMLA leaves are available in the District Office of Human Resources.

An employee who returns to work at the end of the 12 week FMLA leave or any approved leave of 12 weeks or less will be eligible for the following:

- (a) Return to same position they held prior to the approved leave;
- (b) Approved salary changes that occurred during the approved leave;
- (c) An employee on paid leave for 12 calendar weeks or less will accrue sick and vacation leave while on leave. An employee on unpaid leave for 12 calendar weeks or less will not accrue sick or vacation until they return from leave.

During the first twelve weeks of a leave due to injury or ill health, the district contribution for health benefits will continue. For other approved leaves, the employee may continue health coverage at their own expense.

During a 12-week FMLA leave, the employee may be granted an extension of leave, not to exceed the 12-week period, by submitting a written request for an extension for a definite period of time to the Office of Human Resources 30 calendar days in advance of the leave expiration, if possible. The employee is required to submit a notice of return to work prior to the end of the leave period. If no request for extension is submitted by the employee prior to the end of the leave period, the employee will be expected to return to work at the end of the approved leave period.

3. A leave of absence greater than 12 weeks, but less than 24 months (104 weeks), may be granted by the Board of Education for injury, ill health or other reasons as approved by the Board.

An employee who returns to work at the end of such an approved leave will be eligible for the following:

- a) Accrued leave while on paid leave. No accruals will be granted to employees on unpaid leave or approved for long-term disability coverage. Employees on worker's compensation will continue accruals of accrued leave, except such accruals will cease once the employee is no longer receiving worker's compensation benefits.
- b) Employees will be eligible for approved salary changes that occur/occurred during the fiscal year in which the employee returns to work,
- c) If the employee is not approved for long-term disability, but is on an approved leave of absence, the employee may continue their health coverage at their own expense for a maximum of 24 months (104 weeks) from the initial date of the leave.
- d) Upon expiration of the approved leave, the employee will be considered for placement in the following order:
  1. in the same position they held prior to the leave, only if vacant or
  2. in a comparable position, in the same Custodial, Maintenance, or Grounds salary group for which the employee is qualified, if available or
  3. in another position for which the employee is qualified with salary adjusted accordingly.

Reassignment will occur as openings exist. If the employee does not accept a position offered by the District as listed in E 1), 2) and 3) above, the employee will be separated from the District.

4. The Director responsible for Custodial, Maintenance, Grounds, and Carpentry may grant a temporary leave of absence for up to 15 working days. Such leaves must be reported to the Office of Human Resources in a timely manner. The temporary leave of absence will count as part of the entire leave.

D. Leave Time

Effective July 1, 2002, based upon assignment, each full-time employee shall earn 130.5 hours of leave annually and may accumulate these to an unlimited number. (This number shall include previously accumulated sick leave.) Leave will be prorated for employees working less than full-time.

Leave may be used for illness of the employee/the employee's family, or personal business. At no time will leave be used for recreational or vacation purposes.

The employee shall notify their supervisor prior to taking leave. Except in the case of illness or emergency, the employee shall notify their supervisor as much in advance as possible, but not less than 24 hours prior to taking leave.

Revised: February 19, 2021

Adopted: June 23, 2021

Effective: July 1, 2021

## **Sick Leave Bank, Policy 4251.1**

### **A. Introduction**

The purpose of the Sick Leave Bank is to provide for a limited income continuation in conjunction with other benefit plans in case of extended absences due to disability resulting from illness or injury, which renders the member incapable of working.

### **B. Membership**

#### **1. Initial Enrollment**

All classified employees who earn leave will be eligible to join the Sick Leave Bank after one year of employment in an eligible group. All eligible employees with one year of employment or more will be automatically enrolled on their anniversary date unless they have declined/opted-out in writing. When an employee is enrolled, they will contribute 8 hours of leave to the bank.

#### **2. Re-Enrollment**

Any eligible employees who wish to join the Sick Leave Bank after their first year of eligibility will contribute two (2) days upon joining. Such membership may only be made during the month of October using the appropriate forms. The two (2) required days of leave shall be donated from their account upon enrollment in the Sick Leave Bank.

#### **3. Contributed Days**

Days contributed or assessed become part of the bank and no longer count toward the individual member's current or accumulated leave.

#### **4. Dropping Membership**

A member may terminate membership in the Sick Leave Bank by completing the required form (4905.3) provided by the Classified Employee Council (CEC). However, the days contributed by the member may not be withdrawn.

### **C. Sick Leave Bank Operation/Procedural Guidelines**

#### **1. Governance**

Daily operation of this bank will be by the Benefits Office in the Office of Human Resources who will determine eligibility and usage of the bank. The CEC will oversee administration of total hours and hours used.

#### **2. Operation**

(a) The minimum number of days in the bank will be one hundred and fifty (150).

(b) Should the number of days drop below the minimum, the CEC will take necessary action to raise the balance above the minimum. The CEC will have the authority to assess an additional day from each member. Days will be assessed in increments of one (1) additional day of current or accumulated leave from each member.

i) Inability to contribute, within a school year, will not prohibit individuals

from being a member for the remainder of that school year unless the member affirmatively drops membership in the bank.

- ii) Any members who were unable to contribute the assessed day(s) and did not affirmatively drop membership in the bank will have the assessed day(s) deducted from their current or accumulated leave during the following year.
- (c) If an assessment is deemed necessary, all members will be provided an opportunity to terminate their membership prior to the assessed day being deducted from their current or accumulated leave.
- (d) If the CEC feels that the bank cannot be funded adequately with the present membership or a more suitable plan is found, the CEC in conjunction with Human Resources can vote to terminate the bank. If the Sick Leave Bank is terminated, days remaining on the bank's records will be cancelled. Days will not be returned to the members of the Sick Leave Bank.
- (e) Members may contribute more days to the bank up to their leave balance amount.
- (g) This administrative procedure will be reviewed at least once each year.

#### D. Maximums / Minimums

1. A member in any single rolling year may be granted up to 45 days.
2. Any member will be assessed up to two (2) deduct days at per diem in connection with an application or illness in any single year.
3. If the balance of days in the Sick Leave Bank drops to one hundred and fifty (150) or below, members being granted days will continue to receive days. All new applications to the Sick Leave Bank will be put on hold until the CEC takes action to alleviate the situation. If the balance should reach zero (0) all days will cease to be granted, as the bank cannot operate in a deficit.

#### E. Granting of Days / Application Process

The term "day" is defined as a full workday. Days may be granted from the Bank only after the member requesting Sick Leave Bank days has used all his/her current and accumulated leave.

1. The first two (2) days of leave after the member has exhausted his/her accumulated leave will not be covered by the bank.
2. At the member's request, the two (2) deduct days may be spread over two (2) pay periods.
3. Upon acceptance by the LTD carrier, the two (2) deduct days will be reimbursed to the member.
4. When a member becomes eligible to receive benefits from the district approved LTD program; the member will no longer be eligible to receive days from the Sick Leave Bank. (Eligibility for LTD begins sixty (60) calendar days from date of disability resulting from illness or injury that renders the member incapable of working.)
5. Days from the Sick Leave Bank will be approved for extended illness and/or disability

of a member only. Days will not be granted for a member to care for someone else who is ill or disabled.

6. Application for use of days must be made by the member to the Benefits Office in Human Resources any time prior to needing the days but not later than 60 calendar days after the member returns to work. Applications submitted at a time outside these limits will not be considered. Requests should include all of the following:
  - (a) A licensed physician's verification that the illness or disability is total and Renders the employee incapable of working.
  - (b) A medical leave of absence.
  - (c) A Sick Leave Bank application form.
7. The Benefits Office will have the authority to request additional information, including a request to the Superintendent to use Policy 4047 (Physical/Mental Examination).
8. Coincident with approval of days, the approved number of days will be deducted from the Bank. All days granted from the bank, but not used, will be restored to the bank.
9. Requests for less than full days of disability will be considered when:
  - (a) The member is engaged in a rehabilitation/recovery program directed by a licensed physician; and
  - (b) The member's supervisor and/or building principal has approved a partial return to work.
10. A member who uses days from the bank will not be required to repay such days except as a regular contributing member of the bank.
11. The CEC will make available by request to classified employees a summary of action taken on requests and other information deemed appropriate. Information pertaining to specific individuals will be kept confidential within the Office of Human Resources. A representative of the Office of Human Resources will maintain a current record of days contributed and days used.
12. All necessary forms are located on the CCSD Benefits page.

Revised: February 19, 2021

Adopted: June 23, 2021

Effective: July 1, 2021

## Vacations / Holidays, Policy 4255

### A. Vacations

1. Full-time Custodial, Maintenance and Grounds employees will earn hours for vacation purposes based on their years of continuous service in the district. Current employees will be given access to the days at the beginning of the fiscal year. New employees are given a prorated number of vacation days for the fiscal year at the initial time of employment.

<u>Years of Service</u>	<u>Hours Per Year</u>	<u>Days</u>
0, 1, 2	80	10
3, 4, 5	96	12
6 through 15	144	18
16+	192	24

2. Employees are to be granted vacation periods based on their length of service in the district. Senior employees will be given an opportunity to choose vacation periods before employees lower on the seniority list. The seniority factor pertains to the initial vacation calendar only and does not pertain to any vacation changes made thereafter.
3. Requests for vacations shall be made at least 10 calendar days prior to the anticipated start of said vacation. The Director responsible for Custodial, Maintenance, Grounds, and Carpentry shall base a decision upon the best interest of the District, and act upon such request within one week.
4. Two days of vacation may be granted with 24-hour notice given by the employee. In an emergency, this 24-hour notice may be waived by the Director of Custodial, Maintenance, Grounds, and Carpentry.
5. Vacation time earned under this policy must be used within the 12-month period starting July 1 through June 30. Vacation hours accrued in one fiscal year and not taken by June 30 shall be paid out at the end of the fiscal year.

### B. Holidays

1. Holidays shall be identified by the assistant superintendent of Auxiliary Services after the adoption of the school calendar by the Board of Education. Normally, the holidays would include the following:

New Year's Day	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Memorial Day	Christmas Day
July 4	Day before and after Christmas
Labor Day	Martin Luther King Day

2. When any of the above holidays fall on a Saturday or Sunday, an employee will be given the opportunity to take said holiday on a Friday or Monday, the day to be decided by the director responsible for Custodial, Maintenance and Grounds. If a holiday falls at a time when personnel cannot be released on a Friday or Monday; i.e., Memorial Day, when school is in session, the day granted under this Policy will be granted at a later date.
3. Holiday Work: When an employee is required to work any holiday listed above, the employee will be compensated for the holiday and, in addition, shall be paid time and one-half for all hours actually worked on that day.

Changed from Policy 4216.6 and Policy 4243.11

Revised: March 8, 2019

Adopted: September 9, 2019

Effective: July 1, 2019

### **Military Leave, Jury Duty Leave, Subpoenaed Witness, Policy 4051**

#### 1. Leave of Absence for Active Military Duty for Training

- a. An employee, who is a member of a reserve component of the United States military services or a member of a National Guard Unit, shall be granted leave for up to fifteen days of active duty for training in any year.
- b. Such military training leave shall be granted with pay if the training takes place during an employee's regular contracted or assigned work time. Such sums as shall be paid by the military for salary while on training leave shall be reimbursed to the District up to that amount which equals the employee's normal salary or wage for the day(s) in question.

Should the amount paid by the military exceed the employee's normal salary or wage paid by the District, the employee may keep such excess.

- c. A copy of the employee's orders will accompany the request for leave. The provisions of Colorado Statute shall apply.

#### 2. Military Leave

An employee who is involuntarily inducted into active military service shall, upon request, be granted a leave of absence without pay by the Board of Education for the period of involuntary service. A copy of the employee's orders will accompany the request for leave. The provisions of Colorado Statute shall apply.

#### 3. Leave of Absence for Jury Duty

All regular employees and all regular part-time employees under court orders for jury duty shall be granted leave of absence with pay. Such sums as shall be paid by the court, minus expenses, shall be forwarded to the School District if jury duty occurs on a contracted day.

The employee shall supply documentation of absences and amount of compensation.

4. Subpoenaed Witness

Any employee subpoenaed as a witness in a court case involving the Cherry Creek School District shall be granted leave with pay unless said employee is the plaintiff in the case.

Adopted: November 14, 1983

Effective: January 1, 1984



# General Information

### **Employee - Board of Education Relationships, Policy 4002**

1. The Board of Education of the Cherry Creek School District is always accessible to employees and employee representatives of the District.
2. As a general rule, any topic necessitating official action should first be submitted to the Office of Human Resources before being placed on the agenda.

Revised: June 10, 2002

Adopted: June 10, 2002

Effective: July 1, 2002

### **Publication of Articles, Policy 4003**

All staff members are encouraged to submit original articles for publication. Manuscripts dealing with programs of the Cherry Creek School District shall be reviewed and approved by the Superintendent.

Proposed: January 12, 1981

Adopted: February 9, 1981

### **Political Activities, Policy 4006**

Except as provided in Colorado statute no employee of the Cherry Creek School District shall use his/her position or the facilities of the District to promote political objectives.

As a protection to the District from persons who may desire to use the schools for the purpose of disseminating political propaganda, no written materials shall be circulated or posted on school property without the approval of the building principal.

Copies of all materials referred to in the foregoing paragraph, receiving the approval of the building principal, shall be filed with the Superintendent of Schools.

Proposed: January 12, 1988

Adopted: February 9, 1988

### **Organizational Membership, Policy 4013**

No contract or other employment arrangement executed or made by and between the School District and employee shall require, by inference or otherwise, that said employee pay dues or belong to any group or organization.

Proposed: May 12, 1980

Adopted: June 9, 1980

### **Activity Tickets, Policy 4043**

All District personnel will present their District/School issued photo ID at home games of athletic contests for the employee and accompanying immediate family to enter for free. Does not include post-season games.

Proposed: May 23, 2012

Adopted: August 13, 2012

Effective: July 1, 2012

**Physical and Mental Examinations and Alcohol and Controlled Substance Testing, Policy 4047**

Employees of the Cherry Creek School District are subject to physical and mental examinations, and alcohol and controlled substances testing prior to and during employment. The following provisions of this policy set forth the circumstances and conditions when such examinations and testing will be required:

**A. Physical Examination - All Employees**

After recommendation for employment but before employment commences, candidates for employment may be required to take and pass such physical and mental examinations as may be prescribed by the District. Results of such examinations shall be reported on forms provided by the District, or forms acceptable to the District, and shall be filed in the Office of Human Resources. All examinations shall be at the sole cost and expense of the candidate.

**B. Required Examination During Employment - All Employees**

1. The superintendent or designee may require any employee within the school district to submit to a physical or mental examination, when he/she has reasonable suspicion to believe:
  - (a) the welfare of the employee, students or other employees justifies such examination; or
  - (b) that the employee's ability to perform his or her duties is impaired due to physical or mental reasons.

The District will pay the cost of the examination which shall be conducted by a physician of the District's choice. However, in the event the employee desires to utilize a personal physician, subject to the approval of the Superintendent, to satisfy the employee's examination requirement, the employee may do so, provided the examination can be conducted within such time as may be reasonably required by the District. In such event, the private physician will be paid by the District an amount equal to the amount usually and customarily paid by the District to the physician selected by the District.

Following the examination, a written report shall be issued by the physician.

2. As a condition of continued employment with the District, all employees consent to a chemical test of their blood, urine or breath upon request of the Superintendent or designee. This test shall be ordered in the event the Superintendent or designee has reasonable suspicion to believe that the employee is under the influence of alcohol or drugs, or in the event of a reasonable suspicion that the employee's ability to perform his/her duties is impaired by the use of alcohol or drugs. The employee will be allowed up to thirty minutes to obtain representation of his/her choice. Any such tests shall be

conducted at any hospital, clinic, or facility properly equipped to administer such tests and shall be performed by any doctor, nurse or technician properly qualified to administer such tests. The employee may not select the physician or technician to administer the tests. All such tests shall be paid for by the District.

The term drugs, as used herein, shall include, but not be limited to, those substances defined in CR5. 12-22-30 1 et. seq., known as the Colorado Controlled Substance Act of 1981.

- (a) The failure or refusal of an employee to submit to any test required in paragraph 2 above, or to submit to and obtain the examinations required in paragraph 1 above, shall constitute insubordination, and shall result in:
  - (1) immediate suspension without pay, except as required by Colorado Statute, and,
  - (2) termination of employment being recommended to the Board of Education.

3. Alcohol and Controlled Substance (Drugs) Testing for Commercial Driver's License (CDL) Employees

- (a) The Omnibus Transportation Employee Testing Act of 1991 (the "ACT") and Department of Transportation rules, procedures and regulations (the "Regulations") require that the District conduct pre-employment/pre-duty, random, reasonable suspicion, post-accident, return to duty and follow-up testing of all District employees required to obtain a Commercial Driver's License ("CDL").
- (b) All alcohol and controlled substance testing performed under and pursuant to this Section C, will be conducted in accordance with federal regulations, the Act and procedures adopted by the District.
  - (1) Controlled substance testing will be conducted by means of a urine specimen collected and tested by a laboratory certified by the U.S. Department of Health and Human Services.
  - (2) Alcohol testing will be conducted using an evidential breath-testing device.
  - (3) Employees will not be entitled to have testing performed at a location or by an individual or facility other than that designated by the District. However, a split sample of the urine test for controlled substances will be available for the employee pursuant to District policy and federal regulations in the event the sample tested is confirmed positive.
  - (4) An employee may not refuse to submit to alcohol and/or controlled substance testing under this Section C. Refusal shall result in immediate suspension of employment without pay and recommendation of termination to the Board,

C. The required testing under this Section C will be conducted at the District's expense and as follows:

1. Pre-employment testing shall be administered to all applicants offered a position in the District requiring a CDL prior to the first time the employee performs any safety-sensitive functions for the District.

2. Random alcohol testing shall be conducted at any time period surrounding the performance of safety-related functions, which includes just before or just after the employee performs the safety-related function. Random controlled substance testing shall be performed anytime while the employee is at work.
  3. Reasonable suspicion testing will be conducted of any employee when a determination and observation is made by a trained supervisor and he has a reasonable suspicion to believe any employee has violated the District's policies and/or federal regulations relating to alcohol or controlled substance use or possession.
  4. Post-accident testing will be conducted on any employee involved in an accident which results in the loss of human life or if the employee receives a citation for a moving traffic violation arising out of an accident.
  5. Return to duty testing will be required prior to an employee being reinstated, if at all, after an employee has tested positive for prohibited alcohol concentration levels or the presence of a controlled substance and after the employee has undergone an evaluation by a substance abuse professional except as noted in No. 6 below.
  6. Follow-up testing will be required of any employee identified by a substance abuse professional as needing assistance in resolving problems with alcohol misuse or controlled substance use and who has returned to duty.
- D. Records of all tests will be maintained and kept confidential in accordance with District procedures and federal regulations.
- E. All affected employees and employee organizations will be provided with educational materials which explain the requirements of this Section C, the District procedures and federal regulations related thereto.
- F. The District encourages all employees with any alcohol abuse or controlled substance use to seek assistance through a Substance Abuse Professional (SAP) and will provide employees lists of individuals and organizations providing this service. Unless otherwise provided by law or District policy, the District is not required to provide rehabilitation, pay for substance abuse treatment or to reinstate an employee terminated for violations of District policy relating to the use or possession of alcohol or controlled substances.
- G. Any employee who is determined, as the result of any of the required alcohol or controlled substance testing, to have violated any District policy relating to the use or possession of alcohol or controlled substances shall, consistent with state and federal law and District policies, be subject to disciplinary action, including termination of employment.

Revised: December 12, 1994

Adopted: January 9, 1995

## **Communicable or Life-Threatening Diseases, *Administrative Procedure 4047.2***

### **A. Purpose**

This procedure establishes a mutually beneficial process between an ill employee and the District to insure that the health or safety of the employee, students and other employees is protected.

### **B. Identification of Ill Employees**

Employees affected by a communicable or life-threatening disease or illness may be identified through self-report, or on the basis of the District having a reasonable belief that a staff member is ill. Reasonable belief would exist in, but is not limited to, situations where the employee's health is observed to be deteriorating to the point of interfering with the performance of his/her duties, the employee displays persistent physical symptoms of illness, where the District becomes aware of a diagnosis of such an illness or disease, or where there is other reasonable evidence of the existence of such disease.

If a supervisor has been informed or has reasonable cause to believe that an employee is affected by a communicable or life-threatening disease or illness, the supervisor will immediately notify the Assistant Superintendent of Human Resources. The Assistant Superintendent of Human Resources or his/her designee may confer with, but not limited to, the supervisor, the Executive Director of Instruction for that school, the staff member, and the Superintendent of Schools for determination of fitness as provided in Section D below.

### **C. Verification of Illness or Disease**

The Assistant Superintendent of Human Resources or designee will take reasonable steps to verify the existence or non-existence of a communicable or life-threatening disease. This will be determined by a review of medical reports, files, diagnostic testing, hospital records, and/or consultation with physicians or other medical personnel as may be deemed necessary.

### **D. Determination of Fitness for Continued Duty**

In the event an employee is affected by a communicable or life-threatening disease or illness, recommendations regarding the employee's fitness for continued duty and contact with students and other staff will be made on a case-by-case basis by the Assistant Superintendent of Human Resources. The recommendations will be based on, but not limited to:

1. Medical reports regarding the condition of the employee;
2. The type of duties and interaction in the work place required of the employee in performance of his/her assignment;
3. The impact of continued employment on the affected employee, students and others in the work place;
4. Consideration of "reasonable accommodations" in the employment of the affected employee pursuant to Section 504 of the Rehabilitation Act when applicable, and

5. Input and recommendations from public health officials and others. Recommendations will be submitted to the Superintendent of Schools for review and action.

E. Return to Duty

If an ill staff member is determined to be fit for continued duty, the supervisor will be informed of the employee's medical condition, the reasonable accommodations/precautions, if any, to be observed in the work setting, and any other factors that would warrant the reconsideration of continued duty. A regular schedule of medical examinations or evaluations for continued employment may be required.

F. Termination of Employment

If a staff member is determined to be unfit for continued duty, he/she will be entitled to the use of accumulated paid sick leave, sick leave bank provisions (if applicable), and medical leave of absence as outlined in district policy.

After all leave options are exhausted and the employee is still not deemed fit to resume duties, employment will be terminated by the employee's resignation or retirement, or by Board of Education action including initiation of dismissal proceedings under applicable Colorado Statute or District policies subject to the usual appeals by the employee.

G. Confidentiality

All information gained by the District through the application of this procedure, including the identity of an employee, will be treated as confidential except as necessary to implement this procedure. Information will not be released publicly by officials of the school district without the written consent of the affected employee.

The adoption of this procedure does not create any right claim or cause of action against the District or its employees where such right claim or cause of action does not otherwise exist in the absence hereof.

Approved by Superintendent Jim S. Huge, June 13, 1988

### **Drug-Free Workplace, Policy 4048**

The unlawful manufacture, possession, use or distribution of illicit drugs, as defined by law, marijuana, and alcohol on school district premises or as part of any of the school district activities is specifically prohibited.

Observance of this policy is mandatory and a condition of employment. A violation shall subject the employee to appropriate disciplinary sanctions (consistent with local, state and federal law), including suspension and up to and including termination of employment and referral to the appropriate law enforcement agency for prosecution. A disciplinary sanction may include completion of an appropriate rehabilitation program.

Drug and alcohol counseling and rehabilitation and re-entry programs may be available through the District. The District encourages affected employees to seek assistance.

Each employee will be provided with a copy of this policy which sets forth the expected standards of conduct and the disciplinary sanctions which may be imposed as a result of a violation of this policy.

Pursuant to the provisions of federal law, any employee who is convicted of or pleads guilty or nolo contendere (no contest) to any criminal drug statute for a violation occurring in the workplace, shall notify the Superintendent or his designee within five days after the conviction. The District has the obligation and shall notify the appropriate Federal agency within 10 days after receiving notice of such conviction or plea if there is a relationship between federal funds received by the District and the convicted employee's work site.

The Board of Education shall conduct a biennial review of its drug and alcohol abuse prevention programs to determine the programs' effectiveness, to implement required changes if necessary, and to insure that disciplinary sanctions are consistently enforced.

Proposed: June 28, 2013

Adopted: August 12, 2013

Effective: July 1, 2013