



801 S. Perry Street, Suite 140
Castle Rock, CO 80104
303-688-3381 Fax: 303-688-1039

"Making Teachers Better Teachers"
AFL/CIO #2265

January 3, 2007

Dear DCFCE Member:

I am proud to present to the members of the DCFCE, the attached document: *2006-2009 Contract between the Douglas County Federation of Classified Employees, Local No. 2265, AFL-CIO and the Douglas County School District Re-1 for the Period July 1, 2006 through June 30, 2009.*

As you are aware, this contract has taken the DCFCE Negotiations Team, along with the District's personnel, over one and one-half years to develop and is presented to you for your review and acceptance. We, your negotiations team, have devoted countless hours of research and consideration, as well as input from various subcommittees and stakeholders, in developing this contract. We believe every paragraph has been well thought out and detailed when considering the over 130 job descriptions available to classified employees of the Douglas County School District.

I have provided a "Summary of Highlights" of the DCFCE Contract for your convenience; however, **this Summary does not cover all of the changes and implementations the Contract will allow.** The Contract is, by no means, perfect. The DCFCE and the District have agreed to approach changes and modifications to the Contract in the coming years through a process called a "living contract". This process will enable both the DCFCE and the District to continue the negotiations process on a monthly basis throughout the year. This process follows that of the teachers' contract.

Negotiations, with regard to compensation, insurance, additional topics and pay for performance, will continue this spring and will be effective for the next school year. I want to emphasize to all our members that negotiations are an ongoing process and the DCFCE will continue to review and consider all aspects of this Contract.

You are asked, as a DCFCE member, to cast your vote either in favor of or against the enclosed Contract.

Voting will take place in person and by secret ballot.

Voting is scheduled for the three dates and the three different locations given below, and must occur on personal time, **not** during the work day.

I have tried to centralize three locations to cover Highlands Ranch, Parker and Castle Rock for the convenience of our members. The DCFCE will be available on these dates and at these locations from **8:00 a.m. to 7:00 p.m.** to cover all possible work and home schedules of our members. DCFCE members may appear at any of the locations and will be asked for identification upon check-in and will receive a ballot form at that time.

I will be available for the entire voting process to answer any questions or concerns members may have with regard to the Contract and its provisions. I want to insure all our members have the opportunity to discuss and ask any questions they may have prior to casting their vote. This Contract is presented to you for your consideration and my intention is that you understand every aspect of the Contract.

Personal appearance for voting is mandatory.

Voting Dates and Locations

8:00 a.m. – 7:00 p.m.

Tuesday, January 16, 2007

Location: Starbucks Coffee House (Wildcat Reserve & Fairview)
Drive-through/Retail by Discount Tire/King Soopers
3982 Red Cedar Drive
Highlands Ranch, CO 80126
(303) 791-5526

Thursday, January 18, 2007

Location: Starbucks Coffee House (S. Parker Rd & 20 Mile)
Retail store near Home Depot Store
11153 S. Parker Road
Parker, CO 80134
(720) 842-0305

Friday, January 19, 2007

Location: The DCFCE Office
801 South Perry Street
Suite 140
Castle Rock, CO 80104
(303) 688-3381

It is imperative that every member of the DCFCE cast their vote and have their VOICE heard!

The DCFCE believes this Contract to be not only thorough, but considerate of all classified employees. This Contract will be reviewed nationwide by other organizations as an example of cooperative, yet focused work on behalf of school district employees. The DCFCE is very proud to present this Contract to you, our members.

If you have any questions or concerns, please feel free to contact our office. Thank you for your continued support of the DCFCE and the Classified Employees of the Douglas County School District.

Summary and Highlights of the DCFCE Contract

The Contract clearly defines the rights and responsibilities of both the District and the DCF. Although the Contract will be in full force and effect from July 1, 2006 through June 30, 2009, there are certain topics which will have their own particular effective date depending on the negotiations with the District and viability in record keeping. For example, some employee groups, such as Child Care and Nutrition Services, will have the implementation of certain rights effective January 1, 2007 or the ratification date of the Contract. Either way, those rights will be implemented for this school year.

The DCFCE has also negotiated with the District that upon acceptance by its members and ratification of the Contract by the Board of Education, the District will provide hard copies of the Contract to all classified employees in the District this first year. **It is an important aspect of negotiations for the DCFCE that all classified employees have a hard copy of their first Contract.** For ongoing years, the Contract will be made available on-line as it is for the teachers' contract. DCFCE members are the only employees eligible to vote on the Contract.

The final version may look and appear slightly different than the enclosed copy simply due to further formatting and title clarifications. The language and intent will not change from what is being presented to our Members.

Highlights

One of the DCFCE's focus has been to unite and include all classified employees in the District (excluding those listed in Exhibit A). As such, the enterprise employees (child care and nutrition services) have been included and will now have the same rights and privileges available to all classified employees covered by the Contract.

Rights of the DCFCE: The Contract clearly outlines those employees covered under the bargaining unit and the rights of the DCFCE to bargain and negotiate on their behalf. It also defines the input and discussion that must occur when the District creates new job classifications and modifies existing classifications. Human Resources can no longer make changes or create new positions without the involvement of the DCFCE.

Probationary Employee: Employees within their first 90 days of employment with the District will be considered probationary employees.

Release Time for DCFCE Activity:

The District will provide up to 15 days per year to cover the costs of an employee, designated by the DCFCE, to attend Union activities. These activities include such things as AFT conferences; AFL-CIO conferences or trainings; or other strictly Union functions for which the DCFCE emphasizes participation.

Personnel File: Language has been clarified to include:

1. Supervisor's working file;
2. **Purging information in the Supervisor's working file** if not related to the employee's evaluation; and
3. Employee's access to portions of their personnel or supervisor's working file upon a 72 hours notice to HR

Job Assignments, Transfers, Rates of Pay:

The Transportation Educational Assistant job assignments have been clearly defined and outlined. TEA's currently employed will continue with the route and bid process based on seniority in the District. For new hires, TEA's will follow the posting, and job assignment outlined as for all other classified employees in the District.

The Contract language has clarified the posting, interviewing and transfer processes for employees. The following clarifications and/or changes are implemented:

1. Only employees who have completed 90 calendar days in their current position are eligible to transfer; and
2. Temporary assignments – employees who are assigned and perform the responsibilities of another classified employee for a continuous period of 10 work days or more will be paid for the hours worked in that assignment or their regular hourly rate, whichever is higher. The DCF can intervene in cases where the “continuous” condition is in question.

For rates of pay, the Contract clearly defines the process of initial placement on the pay range for new employees. This process and others, although structured, has been somewhat subjective in prior years.

Lunch Breaks: - Employees who are scheduled to work 5 or more hours in the day will be provided an unpaid, uninterrupted one-half (1/2) hour lunch break.

Work Breaks: – Employees who are scheduled to work less than 6 hours will be provided one (1) formal or informal break of up to fifteen (15) minutes to attend to personal needs. Employees who are scheduled to work 6 or more hours per day will be provided two (2) formal or informal breaks of up to fifteen (15) minutes each. The breaks are designed to break up and not shorten the work day.

Overtime and Compensatory Time:

1. Both overtime and compensatory time have been clearly defined, along with their accumulation and use. Overtime must be pre-approved by the employee's supervisor and must be designated as overtime or compensatory time by the supervisor prior to the hours being worked.
2. Paid holiday hours count as work time in determining whether any hours worked exceed the 40 hour overtime standard. In addition, when an employee is required to work hours in addition to their schedule during a week that the employee has been pre-approved for paid leave, the employee shall have such pre-approved paid leave hours included as time worked in calculating eligibility for overtime.
3. Compensatory time may accumulate to a maximum of 240 hours. Any unused compensatory time accumulated by the employee by December 31st will be paid to the employee at their current rate of pay.

Longevity Eligibility: Employees are **no longer required to fill out paperwork for application of longevity pay**. This process is now automatic and based on the employee's years of service with the District.

License and Certification Requirements: Whenever the District requires an employee to possess and maintain a license or certification in order to perform the essential functions of their job, the District will reimburse the employee the cost of renewing the license or certification while employed by the District. (This provision does not apply to a driver's license but does apply to the CDL when required by the District.)

Sick Leave:

1. Employees who are scheduled to work a minimum of 676 hours in a school year are eligible for sick leave benefits. The accrual of sick leave hours has been simplified based on the employee's years of service with the District and hours worked. See table provided in the Contract.

2. The Contract has expanded language regarding an employee's immediate family to reflect today's types of family structures.

3. **"If an employee transfers to a position not eligible for sick leave, the District will maintain the employee's sick leave balance until the employee terminates employment or returns to a sick leave-eligible position."**

Prior to this Contract, employees who chose to accept a position which was scheduled for less than 676 hours per year lost their accumulated sick leave balance without payout or any type of sick leave retention. We believe this is an asset to those employees wishing flexibility throughout their employment with the District.

Vacation Leave: **If during the year, the employee reaches year of service 2, 6, or 11, the additional vacation accrual will be given to the employee on their anniversary date.** At years 2, 6, and 11, the vacation accrual increases based on hours worked.

Prior to this Contract, only those individuals whose anniversary date fell in the month of July were granted the additional hours of vacation. For example, if the employee's 6th year anniversary date should happen to fall in October, they would have to wait until the next July to receive the vacation hours provided to employees in the 6th year of service.

Personal Leave: Classified employees can accumulate up to **4 days of personal leave**. Any unused personal leave in excess of 4 days will be added to the employee's sick leave accrual.

Prior to this Contract, employees could accumulate only up to 2 days of personal leave, with any leave in excess of 2 days, rolling to the employee's sick leave accrual.

Grievance and Discipline: The Contract outlines a clear and definite process for grievance and discipline procedures.

Pay for Performance Funds: The DCFCE has negotiated with the District to provide the following programs available to eligible employees:

1. Continuation of the Attendance Incentive;
2. Skills Blocks:
 - a. Eligible employees may participate in up to **four (4) designated and/or cumulative skill blocks** per school year; and
 - b. **Nutrition Services and Child Care employees may now participate** fully in the staff development opportunities available through the District. Prior to the Contract, these employees were highly restricted in their ability to utilize skill blocks and other pay for performance programs.
3. The Classified Employee Recognition Program (Pillars of Support) will continue to be funded; and
4. A new **Low Cost Loan Program** will be funded and made available to employees.

A Pay for Performance Study Team has been implemented to analyze, research and develop additional programs for employees and is anticipating introducing new programs for the 07-08 school year.

Contract Summary/Highlights

January 3, 2007

Page Four

Again, I will be available throughout the voting process to answer any questions or concerns members may have with regard to the Contract and its provisions. This Contract is presented to you for your consideration and my intention is that you understand every aspect of the Contract.

Thank you for your continued support of the DCFCE and our on-going efforts to enhance career opportunities and improve work conditions in the Douglas County School District.

Tiffany Osland

Vice President, DCFCE

Office: (303) 688-3381