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**For The 2003 - 2005**  
**MOU for Blue Collar Employees**

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## ARTICLE ONE

### DEFINITIONS

- 1-1 The term **BARGAINING UNIT** shall mean all regularly assigned part-time and full-time personnel employed in a classification as defined in Appendix I and excluding supervisory, temporary, substitute, and initial probationary employees.
- 1-2 The term **BARGAINING UNIT SENIORITY** shall mean the total number of years of uninterrupted service in a regular part-time or full-time classification in the bargaining unit. However, seniority shall not accrue during unpaid leaves of absence, with the exception of a leave of absence pursuant to Article 25-1-A-5 and 25-1-F.
- 1-3 The term **BOARD** shall mean the Governing Board of the Tucson Unified School District No. One.
- 1-4 The term **BREAK** shall mean a specified uninterrupted paid period as described in Articles 26-3 and 23-2 of the Agreement.
- 1-5 The term **JOB CLASSIFICATION** is a designated title for like positions, as defined in Appendix I and hereinafter referred to as classification.
- 1-6 The term **JOB DESCRIPTION** shall mean the official definition of the type and level of duties and responsibilities, and the minimum qualifications necessary for successful performance.
- 1-7 The term **CLASSIFICATION SENIORITY** shall mean the total number of years of service in a regular part-time or full-time classification. However, seniority shall not accrue during unpaid leaves of absence, with the exception of a leave of absence pursuant to Article 25-1-A-5 and 25-1-F, and except as provided under Article 18-2-C, all accumulated seniority is lost upon separation from employment in the District.
- 1-8 The term **DATE OF HIRE** shall mean the most recent date an individual is employed in a regular part-time or full-time position, exclusive of temporary/substitute employment.
- 1-9 The term **DAY(s)** shall mean working days.
- 1-10 The term **DEMOTION** shall mean a change in assignment of an employee from a position in one classification to a position in another classification having a lower salary grade.
- 1-11 The term **DISTRICT** shall mean the Tucson Unified School District No. One.
- 1-12 The term **DISTRICT SENIORITY** shall mean the total years of uninterrupted service calculated from the employee's most recent date of hire with the District in a regular part-time or full-time position. Seniority shall not accrue during unpaid leaves of absence, with the exception of a leave of absence pursuant to Article 25-1-A-5 and 25-1-F.
- 1-13 The term **EMERGENCY** shall mean an event which a reasonable, prudent person could not have reasonably prepared for and foreseen.
- 1-14 The term **EMPLOYEE** shall mean a person hired to fill a budgeted part-time or full-time position in a classification, (excluding temporary, substitute, supervisory, or initial probationary employees).

- 1-15 The term **FULL-TIME** shall mean working 30 to 40 regularly assigned hours per week.
- 1-16 The term **GRIEVANCE** shall mean an alleged violation, misinterpretation, or inequitable application of the terms or conditions of this Agreement.
- 1-17 The term **INITIAL PROBATION** shall mean a period of three (3) continuous work months from the initial date of employment in a regular full-time or part-time position. Management has the option of extending probation (based on written evaluation) by an additional three (3) work months. Management may also waive the probation period.
- 1-18 The term **LAYOFF** shall mean a loss of regular employment with the District due to lack of available work.
- 1-19 The term **LUNCH PERIOD** shall be defined as a duty-free unpaid period of at least one-half (1/2) but no more than one (1) hour, scheduled as near as practical to the middle of an employee's work shift.
- 1-20 The term **PART-TIME** shall mean working 20 or more regularly assigned hours per week, but less than 30 regularly assigned hours per week.
- 1-21 The term **PHYSICAL ASSAULT** shall mean intentionally, knowingly or recklessly causing physical injury to another person.
- 1-22 The term **PROMOTION** shall mean a non-temporary change in job classification that would result in a higher pay grade.
- 1-23 The term **PROMOTION PROBATION** shall mean a period of three (3) continuous work months from the initial date of promotion in a regular full-time or part-time position. Management has the option to extend probation (based on written evaluation) by an additional three (3) work months.
- 1-24 The term **RECLASSIFICATION** is a process by which an employee's position is evaluated under the procedures set forth in Article 16.
- 1-25 The term **REGULAR POSITION** is a position within a classification of the bargaining unit which is assigned to a particular site or department and which is budgeted as part-time or full-time and is not temporary/hourly, out of classification, or substitute in nature. A person selected to fill such a position is a **REGULAR EMPLOYEE**.
- 1-26 The term **SUBSTITUTE** shall mean a person hired for an unspecified period of time with no guarantee of continuous worksite or hour assignment. It is not the intent of the District to use substitutes in place of filling vacancies. The intent is to use substitutes as fill-ins for absent employees, extra needed work, and situations where a substitute assignment can save the District over-time expenses. The list of substitutes shall be made available to the Union upon request.
- 1-27 The term **SUPERVISOR** shall mean a person in a position designated by the Governing Board as supervisory/confidential or administrative.
- 1-28 The term **SUPERVISOR'S PERSONAL PERSONNEL FILE** shall mean any and all written documentation the supervisor possesses about an employee concerning minor deficiencies or offenses as defined in Article 14-2-D.

- 1-29** The term **TEMPORARY EMPLOYEE** shall mean an employee hired for a period of employment not to exceed six (6) work months in a year from the most recent date of hire. Temporary employees hired into a regular position shall have their temporary service applied to the completion of their probationary period, provided there is no change in classification or worksite. The six (6) month period may be extended to twelve (12) months for temporary employees filling a position for an employee on a leave of absence. However, the temporary period shall not be included as part of the employee's bargaining unit seniority.
- The six (6) month time limitation for employment of temporary employees does not apply to temporary employees hired into non-budgeted positions.
- 1-30** The term **TRANSFER**, in other than Transportation, shall mean a change in worksite that entails no change in rate of pay or a change in shift that involves a regular part-time or full-time employee.
- 1-31** The term **UNION** shall mean the American Federation of State, County, and Municipal Employees, Council 97, AFL-CIO (AFSCME).
- 1-32** The term **UNION REPRESENTATIVE** shall mean any paid staff of the Union or stewards, and officers who are employees of the District.
- 1-33** The term **VACANCY** shall mean any bargaining unit position as defined in Article 1-1, which is budgeted and adopted by the Governing Board and has no assigned incumbent, and which is not filled administratively through the layoff process, returning from leave (including placement of an employee released from a worker's compensation injury with or without any permanent disability), demotion, or involuntary transfer processes.
- 1-34** The term **WORK WEEK** shall mean a seven (7) consecutive calendar day period.

## ARTICLE TWO

### BOARD POWERS

#### **2-1 Savings Clause**

The Board and the Union recognize that the Board has certain powers, discretions and duties that, under the Constitution and Laws of the State of Arizona, may not be delegated, limited to, or abrogated by an agreement with any party. Accordingly, if any provision of this agreement or any application to any employee covered hereby shall be found contrary to law or existing Board Policy, such provision or application shall have effect in the law only to the extent permitted by law, but all other provisions or applications of this Agreement shall nevertheless continue in full force and effect.

#### **2-2 Discrimination**

Neither the District nor the Union shall discriminate on the basis of sex, age, race, national origin, religious belief, or disabilities.

Neither the District nor the Union shall discriminate against any employee on the basis of participation or lack of participation in the Union's activities.

Nothing in the provisions of this agreement shall be construed as a limitation upon the application of federal law, including Title IV and VII of the Civil Rights Act of 1964, Title IX of the

Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity Act of 1972, Age Discrimination in Employment Act, Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and other nondiscrimination laws and regulations.

**2-3 District Rights**

The District retains the right to manage its business, including the right to hire, layoff, assign, discipline, transfer, promote or terminate employees, subject only to such regulations and restrictions governing the exercise of these rights as are expressly provided in this Agreement.

**ARTICLE THREE**

**RECOGNITION**

- 3-1** The District recognizes the Union as the exclusive representative of employees (as defined in Article One) and shall negotiate terms and conditions of employment with the Union.
- 3-2** The District shall print a copy of the Memorandum of Understanding for each employee in the bargaining unit, thirty (30) calendar days from the date of Board ratification. Before printing, the Union shall have the opportunity to examine the cover page and make suggestions for changes. In addition, the Union shall provide the interpreter, and the District shall print 150 copies of the Memorandum of Understanding in Spanish within forty-five (45) days of ratification.

The District shall also print copies for each employee of any written changes in the terms and conditions of employment in this Memorandum of Understanding agreed upon by the District and the Union at any time within the duration of the Memorandum of Understanding.

**ARTICLE FOUR**

**UNION DUTIES AND OBLIGATIONS**

- 4-1** As the exclusive representative of employees as defined in Article 1-1, the Union is obligated to represent all employees in the bargaining unit as defined in Article 1-1 in good faith and insure that the right, privileges and benefits provided by virtue of this Agreement shall be applied equitably to all bargaining unit employees.
- 4-2 Hold Harmless/Indemnity**  
The Union shall indemnify and save harmless the District from and against any and all claims, damages or suits or other forms of liability which may arise out of or by reason of any action taken by the District or the Union for the purposes of complying with this Article.

**ARTICLE FIVE**

**UNION RIGHTS**

- 5-1 Consultation**  
Upon request of the Union or the District, the Union and District may meet to consult upon matters of concern.

**5-2 Union Executive Board Excused Meetings**

The Union shall notify the Superintendent's designee by August 1, of the regular scheduled Executive Union Board meetings for that year. Up to three (3) employees who are elected to the Executive Board of the Union shall be granted released time to attend said Board meetings.

Time off shall be granted for special Union Board meetings when the Department Head and/or immediate supervisor receives at least three (3) days notification.

Request for leaves of less than three (3) days may be granted at the discretion of the employee's immediate supervisor or department head based on workload needs.

**5-3 Facilities**

With prior notification and approval by the site administrator, the Union and its representatives shall have the right to use District facilities at reasonable times when there is no disruption of normal activities for the purposes of conducting Union business with small groups of 25 or less. Site administrators shall not arbitrarily and capriciously deny the use of facilities.

Arrangements for groups larger than 25 shall be made with the District official responsible for rentals. All regulations and appropriate charges shall be honored by the Union. More than one (1) meeting a month may occur.

**5-4 Notices**

The Union and its representatives shall have the right to post notices of activities and matters of Union concern on a designated bulletin board at reasonably accessible places at each worksite. The responsible supervisor at the site, or the designee, shall be given a copy of all material to be posted prior to actual posting. Documents posted may not include any defamatory material or advocate insubordinate acts.

**5-5 Information**

The District shall furnish the following information to AFSCME:

- A. During the months of July, October, January, and May, and when a written request is made to the Employee Relations Department by a Union staff member (i.e., Area Director, Field Representative, Division Chairperson or Chief Steward), the District shall mail to the Union a list of bargaining unit employees organized by department (per group) in alpha order by classification, and shall also include bargaining unit seniority date, and number of hours worked.
- B. A copy of the Board adopted budget for each fiscal year (as soon as it is available).
- C. Any specifically requested financial or employee data, provided it is data that the District produces in the course of its regular activities.
- D. A list of budgeted but unfilled positions as of July 1 and January 1 of each year.
- E. The name, position title, and worksite of a new hire employee hired by the District within 20 days of the date the individual is processed by the Human Resources Department, or the date the Board approves the appointment, whichever is earlier.
- F. List of all terminations, resignations, retirements, leaves of absence and any other separations by the third Wednesday of each month.

- G. List of all completed transfers, promotions, demotions, recall, returning from leave of absence, by the third Wednesday of each month.
- H. List of all employees who have had an increase or decrease in assigned hours (indicate change in hours) by the third Wednesday of each month.
- I. A list of all temporary employees in alpha order by October 1 and February 1 of each year.

**5-6 Seniority Tie Breaker**

In the event two or more employees share the same date of hire in the bargaining unit or a classification, seniority shall be determined by utilizing the last four digits in the employees' social security numbers. The employee having the lowest number shall have the most seniority, and others shall be ranked accordingly from lowest to highest.

5-7 Board Agenda and minutes shall be available to the Union.

5-8 The Human Resources Department shall forward to the Union a list of those employees who terminate employment with the District; those on a leave of absence; as well as the names and worksites of new employees on a monthly basis.

**5-9 Payroll Deduction - Union Dues**

**EFFECTIVE JULY 1, 2003 through FEBRUARY 20, 2004:**

- A. Upon receipt of written authorization from an employee, the District agrees to deduct Union dues from his/her pay. Such deductions shall be in accordance with the terms of the payroll deduction authorization.
- B. The dues rate shall be updated and implemented on July 1, of each year to reflect any increase in salary for the following school year. The District shall remit deductions made on behalf of the membership to the Secretary/Treasurer of the Union on a bi-weekly basis with a list of employees for whom deductions were made. Dues shall not be deducted during the month of August. Payroll Department shall forward a copy of any cancellations received to the Union. Except as provided in C below, an employee may cancel deductions of dues of the Union upon written notification to the Payroll Department.
- C. The following cancellation procedures shall become effective July 1, 1999. The Union agrees to notify all current members of this change 30 days after the ratification of this MOU.
  - 1) An employee wishing to cancel his/her dues check-off authorization shall provide written notice to AFSCME between August 15 and August 30 of each year. AFSCME shall submit all cancellations to the District no later than September 15 of each year.
  - 2) In the event an employee is separated from employment with the District for any reason, all obligation for deduction of dues shall cease.
- D. **Hold/Harmless**  
The Union shall indemnify and save harmless the District from and against any and all claims, damages or other forms of liability which may arise out of or by reason of any action taken by the District or the Union for the purposes of complying with Section 5-9.
- E. Two (2) additional payroll deduction check-offs shall be provided to AFSCME Council 97, Local 449, TUSD Division. The use shall be established by AFSCME at a later date.

**5-9 EFFECTIVE FEBRUARY 23, 2004 through JUNE 30, 2005:**

- A. Upon receipt of written authorization from an employee, the District agrees to deduct Union dues from his/her pay. Such deductions shall be in accordance with the terms of the payroll deduction authorization.
- B. The dues rate shall be updated and implemented on July 1, of each year to reflect any increase in salary for the following school year. The District shall remit deductions made on behalf of the membership to the Secretary/Treasurer of the Union on a bi-weekly basis with a list of employees for whom deductions were made. Dues shall not be deducted during the month of August. Payroll Department shall forward a copy of any cancellations received to the Union. Except as provided in C below, an employee may cancel deductions of dues of the Union upon written notification to the Payroll Department.
- C. **The following cancellation procedures shall become effective the day following ratification. The Union agrees to notify all current members of this change 30 days after the ratification of this MOU.**
  - 1) **An employee wishing to cancel his/her dues check-off authorization shall provide written notice and photo identification to AFSCME between August 15 and August 30 of each year by means of a dues deduction drop request form completed in full (Appendix VIII). AFSCME shall provide Employee Relations with a copy of the dues deduction request form. Employee Relations shall only distribute this form to employees who request it in writing. AFSCME shall provide a dues deduction drop request form to the employee at his/her request. AFSCME shall submit all cancellations to the District no later than September 15 of each year.**
  - 2) **In the event an employee is separated from employment with the District for any reason, all obligation for deduction of dues shall cease.**
- D. **Hold/Harmless**  
The Union shall indemnify and save harmless the District from and against any and all claims, damages or other forms of liability which may arise out of or by reason of any action taken by the District or the Union for the purposes of complying with Section 5-9.
- E. Two (2) additional payroll deduction check-offs shall be provided to AFSCME Council 97, Local 449, TUSD Division. The use shall be established by AFSCME at a later date.

**5-10 Steward Recognition**

Union stewards may take reasonable time off from work to provide representation for employee(s) as defined in Article 6-5 and for the purposes of contract administration, and shall notify their supervisor of their planned absence at least two (2) work days in advance. Stewards, with the permission of their immediate supervisor, may be released with less than two (2) days notice, workload permitting. Compensation for such absence shall be paid.

Union stewards shall submit a form designated by the District to their supervisor when they notify the supervisor of their planned absence. This form shall be maintained as a record of the time used by the Union steward.

**5-11 Leave of Absence for Union Business**

An unpaid leave of absence shall be granted to no more than one employee for the purpose of serving full-time for the Union. Such leave shall be granted on an annual basis for up to two years.

**5-12 Job Descriptions**

By January 1 of each year, the District shall make available to the Union a job description for those classifications in the bargaining unit, including any additions made during the life of this Agreement. If additional classifications are identified during the term of this agreement, or if the classification of a position changes, the Union shall receive written notification of the change.

**5-13 Access**

Union representatives shall have access to records and files of all unprivileged information necessary to the determination and processing of any grievances.

Union representatives shall not be denied access to worksites to talk with grievants or witnesses during their lunch period or break times while investigating grievances.

**5-14 Exit Interviews**

For Blue Collar bargaining unit position employees who separate from their employment with TUSD, an exit interview form (developed jointly by TUSD and the Union) shall be provided to the employee with his/her last paycheck. Said forms shall be returned to Human Resources Department, and upon request, shall be available for review by the Union.

**ARTICLE SIX**

**EMPLOYEE RIGHTS**

**6-1 Job Description**

A description of duties for the specific classification shall be given to each new employee when hired or when an employee changes classification, and shall be available to current employees in the Human Resources upon request.

**6-2 Official Personnel File**

During the department's normal business hours, an employee, with or without an accompanying Union representative, may review and copy (at reasonable cost) the contents of his/her official personnel file (microfiche and hardcopy) which shall be kept in the Human Resources Department.

Requests shall be processed through Human Resources. Each employee's personnel file shall contain all documents used in personnel actions and records of personnel actions involving the employee. An employee shall have the right to indicate, in writing to the Human Resources Department, those documents in his/her personnel file which may be obsolete, inaccurate or otherwise inappropriate to retain. Upon receipt of the written request by the Human Resources Department, said documents shall be reviewed by the District Superintendent or designee, and if determined by the Superintendent or designee to be obsolete, inaccurate, or otherwise inappropriate to retain, within thirty (30) work days they shall be destroyed. Such request must be made upon the form provided by the District Human Resources Department.

- A. Letters of said request shall not be contained in an employee's personnel file after such a process is requested and completed.

- B. No memorandum of disciplinary incidents that are not classified as reprimands shall be placed in the employee's personnel file.

**6-3 Retention of Disciplinary Records**

- A. At the request of the employee, the following reprimands shall be removed from the employee's personnel file after:
  - 1. Six (6) months from the date of the incident leading to the most recent Written Reprimand I, provided no additional reprimands have been given during this period.
  - 2. Except as provided below through a review process, two (2) years from the date of the incident leading to the most recent Reprimand II, provided no additional reprimands have been given during this period. The supervisor at the conclusion of the first year shall review with the employee the employee's work performance for the past twelve (12) months to determine whether the reprimand should remain in the file. If the reprimand is not removed, then a similar review shall be held six (6) months after the review. The decision of the supervisor regarding removal of the reprimand is not grievable.

**B. Records of Suspension**

Records of suspension are not subject to removal from the employee's personnel file. After an employee has gone a period of two (2) years without additional discipline, he/she may request a review by the District to determine if the suspension should be removed.

**EFFECTIVE JULY 1, 2004:**

- C. **Any discipline issued for physical abuse against a student proven as a result of a thorough investigation shall remain in the employee's official personnel file and is not subject to removal for three (3) years from the date of the incident, or a memorandum of agreement signed by AFSCME and TUSD has been received by the Office of Employee Relations. Requests to remove such discipline are subject to 6-3-b above.**

- 6-4** No derogatory material regarding an employee's conduct shall be placed in the personnel file unless the employee has been given the opportunity to review all material, and an opportunity to indicate such review was completed by signing the documents. Signature shall not indicate agreement with the documents, only that a review has been completed. A written signed response to the materials may be completed by the employee within ten (10) days and this response shall be attached and placed in the personnel file. An employee may provide a representative with a signed, dated permission statement allowing a specific designated representative to have access to and copy (at a reasonable cost) the content of the employee's official personnel file. Such permission shall be for a specific duration of time with a fixed termination date never longer than ten (10) days from the date of the signed permission statement. All representatives shall process such statements through the Human Resources Department prior to access to the employee's official personnel file.

Grievance and materials related to grievance proceedings shall not be kept in the employee's personnel file. Exceptions to this shall be:

- A. Personnel Action Forms;
- B. Adjustments to issued reprimand letters;
- C. Copy of grievance settlement stipulation in lieu of a Personnel Action Form.

**6-5 Union Representation**

Upon request, an employee has the right to representation for the following:

- A. Grievance procedures;
- B. When receiving any disciplinary action;
- C. During the classification appeals procedure;
- D. For meeting(s) reasonably requested by the employee on job-related concerns. Such requests shall not be unreasonably denied. Meetings on job-related concerns may be scheduled before, during or after the work hours.

The employee shall be responsible for arranging representation prior to the scheduled meeting. The District shall afford the employee reasonable time to make such arrangements, should representation be desired by the employee.

Compensation for Union representatives is provided, as referenced in Article 5-10.

**6-6 Nepotism**

Supervision, evaluation and the recommendation for hiring, retention, promotion, transfer, assignment, leave, salary, or discipline of an employee shall not be made by a member of the immediate family or an established person within the employee's household. For purpose of this paragraph, immediate family is defined as parent, foster parent, step-parent, spouse, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, grandparent, grandchild.

**6-7** Employees shall have the right to be free from physical and/or verbal abuse, sexual and/or mental harassment, and racial, ethnic or derogatory and/or defamatory statements.

**6-8 Political Action**

Employees shall have the liberty of political action outside of their work hours, provided such action is within the laws of the United States of America and the State of Arizona; and provided further that such action does not impair their respective capacities.

Employees shall be free from political coercion, or the pretended necessity of making political contributions of money, or other things of value, or engaging in any political work or activity against their wishes under the assumption that failure to do so shall in any way affect their status as an employee of the District.

An employee is forbidden, however, to use District property, supplies and/or materials at any time for any personal, political activity, or political efforts; and the employee may use District property, supplies, materials, and work time only as necessary to complete assigned work.

**6-9 Outside Employment**

An employee may secure outside employment beyond his/her normal work day, providing such employment does not interfere with the individual's performance in his/her position with the District. No negative evaluation of performance or disciplinary action shall be predicated upon lawful, non-school related employment which has no impact upon the employee's job performance.

**EFFECTIVE JULY 1, 2004:**

**6-10 School Bus Video Cameras**

- A. Video cameras on school buses shall only be installed at the bus driver's written request and shall be on a voluntary basis only. The bus driver shall have the authority to have the means of recording removed from the bus within one day of receipt of a written request submitted to his/her immediate supervisor. Video cameras are only to be in use when students are on the bus. The video shall not be used in disciplinary matters when students are not present on the bus. Video cameras must show all students clearly enough to positively identify them.**
- B. The main reason for the video is to ensure student safety and shall be used for student discipline. When used in this context, the driver will be notified. Employees who wish to forward a copy to a school site for the principal to review and consider administering discipline to the student shall complete the required form.**
- C. The Director of School Safety or a designated school safety officer shall remove and secure the video in the presence of the employee. Said employee shall witness and initial the removed video. No copies shall be made until the director of school safety, the employee, and the employee's representative have viewed the video at the same time.**
- D. Material from a video will not be used in disciplinary matters without there first being a written accusation against the employee. The video is in no way meant to supplant or be in place of a thorough investigation, which should include statements from witnesses of the alleged event. A thorough investigation shall be completed within ten working days.**
- E. The video will not be monitored to observe employees or to monitor union activities.**

**ARTICLE SEVEN**

**NEGOTIATIONS**

- 7-1 A. Should either the District or the Union desire to reconvene negotiations for a subsequent Memorandum of Understanding, they shall serve upon the other, no later than **February 1, 2005**, written request for reconvening, as well as submission of issues for negotiation. Upon receipt of such a request the negotiation process shall begin no later than **March 15, 2005**.**
- B. The District shall provide released time and compensation for no more than six (6) Union bargaining team members for those days on which negotiation sessions occur. Compensated released time shall not be provided for additional members of the bargaining team.**

**ARTICLE EIGHT**

**JOINT COMMITTEES**

**8-1** The following joint committees shall meet for the balance of the contract duration:

- A. Labor Management Committee**  
A labor management committee shall be formed covering departments affected by this M.O.U. and shall continue in effect for the term of this labor agreement. This committee

shall consist of up to seven (7) employee members designated by the Union and up to seven (7) employee members designated by the District.

The Labor Management committee shall meet on a monthly basis or at other times by mutual consent.

The purpose of these meetings shall be to discuss problems, interests and objectives of mutual concern not involving grievances or other collective bargaining subjects.

**B. Professional Development Committee**

Two (2) employees selected by the Union and two (2) employees selected by the District to commence meeting no later than October 1, to review college course descriptions and make recommendations to the Executive Director of Human Resources by May 1.

**8-2** The Union and the District as covered entities shall comply with all regulations as specified in the Americans with Disabilities Act (ADA).

**ARTICLE NINE**

**WAIVER**

**9-1** During the term of this Memorandum of Understanding, the Union and the District expressly waive and relinquish the right to negotiate with each other and neither party shall be obligated to negotiate with each other with respect to any subject or matter whether or not referred to or covered in this Memorandum of Understanding, except as specifically provided in this Memorandum of Understanding or by mutual consent of the parties.

**ARTICLE TEN**

**NO STRIKE**

**10-1** The Union hereby agrees that neither it nor its members, officers or representatives shall initiate or support any strike, slowdown, or refusal to perform assigned duties by members of the bargaining unit. The Union and its officers and representatives shall do everything reasonably within their power to end or avert the same. This provision shall be in effect during the life of this Memorandum of Understanding.

**ARTICLE ELEVEN**

**DURATION OF MEMORANDUM OF UNDERSTANDING**

**11-1** Unless specified otherwise in this Agreement, the provisions of this Memorandum of Understanding shall be effective the first day following ratification by the Governing Board of Tucson Unified School District, and shall remain and continue in effect through the thirtieth day of June, 2005.

**ARTICLE TWELVE**

**CURRENT and SUPPLEMENTAL AGREEMENTS**

**12-1** This Agreement constitutes the sole and entire existing agreement between the parties and supersedes all previous agreements between the District and the Union or the District and any of the covered employees.

## ARTICLE THIRTEEN

### GRIEVANCE PROCEDURE

- 13-1** The District and the Union acknowledge that it is usually most desirable for an employee and the immediate supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the employee, a grievance may be processed. A Reprimand I can only be grieved at such time that it becomes the basis through progressive discipline for a Reprimand II. In such case, it shall be considered timely.

The definitions of classifications, the assignment of classifications to a pay grade, the determination of each pay grade relative to other classifications, and the development of the initial wage scale are not matters subject to the grievance or the arbitration procedure.

**13-2 Level One**

An employee with a complaint (grievance) must first present it orally and informally, with or without the presence of their representative, to the grievant's immediate supervisor within fifteen (15) days from the occurrence of the alleged violation, or fifteen (15) days from the time the alleged violation is known to the grievant. Said meeting shall be held within five (5) days of the grievant's request. The supervisor shall render an oral decision within five (5) days after the meeting is held and there shall be no written response at this level.

**13-3 Level Two**

If resolution is not reached by means of the informal complaint procedure, the grievant shall have ten (10) days from the date of the supervisor's decision to file a written formal grievance. Formal grievances (which may be presented directly by the grievant or through the Union representative) shall be filed as follows:

- A. Schools to the principal or the designee;
- B. All others to the department head or the designee.

A written grievance shall meet the following specifications:

1. It shall contain a synopsis of the facts giving rise to the alleged violation or misinterpretation, including appropriate dates.
2. It shall contain the specific section of this Memorandum of Understanding which has been allegedly misinterpreted or allegedly inequitably applied. And as to Levels Two and Three (but not Level Four) of the grievance procedure it may contain the policy, past practice, rule or regulation, if applicable, which has been allegedly misinterpreted or allegedly inequitably applied.
3. It shall state the relief requested.
4. It shall be signed and dated by the grievant.

Within ten (10) days after receiving the written claim of grievance, the department head/principal or designee shall state the decision in writing and forward it to the Superintendent or designee, the Union, the employee and representative, if any.

**13-4 Level Three**

- A. Within seven (7) days after receiving the written decision of the department head/principal or designee, the grievant may, either in person or through the representative, submit a written appeal of the department head/principal or designee's decision to the Superintendent

or designee, through their department head/principal or designee. Said appeal shall be accompanied by copies of the original written claim of grievance and the department head/principal or designee's written decision, if rendered, and shall state with particularity objections to that decision. The Superintendent or designee shall investigate the claim, evaluate the evidence, and within twenty (20) days after receiving the written appeal schedule a hearing, and within ten (10) days after the hearing, state in writing a decision. The Union shall receive copies of all grievance decisions made as a result of hearings without Union representation. Such decisions shall not be used by either party as precedence in future grievances.

- B.** At the request of both parties, and as a supplement to the Level III hearing, a federal mediator may be used under the following conditions:
1. All parties must sign the petition of agreement to use a federal mediator (Appendix VII);
  2. Mediation will be administered according to the Federal Mediation and Conciliation Services;
  3. Mediator has no authority to compel a settlement, but may offer advisory opinions;
  4. It is not mandatory to reach a settlement;
  5. Either party may withdraw from the proceeding at any time;
  6. The grievant may attend all sessions;
  7. Rules of evidence do not apply;
  8. All discussions are confidential;
  9. All discussions used during mediation are not admissible in a subsequent arbitration hearing.

**13-5 Level Four - Arbitration**

Only grievances arising out of an alleged misinterpretation or alleged violation of the express terms of this Memorandum of Understanding may be submitted to Level Four and only on petition of the Union. If the response of the third level does not result in resolution of the grievance, the Union on behalf of the grievant may invoke the Level Four procedure within fifteen (15) days of the receipt of the Level Three decision.

The Union and the District shall mutually agree on an arbitrator.

- 13-6** If the Union and the District cannot agree on an arbitrator, Federal Mediation and Conciliation Services shall be asked to provide a list of seven (7) arbitrators with public sector experience. The arbitrator shall be selected by the Union representative and the Superintendent's designee by alternately striking the names on the list, with District and the Union alternately first from arbitrator to arbitrator. The remaining name shall serve as the arbitrator.

- 13-7** All costs of the arbitration shall be borne equally by the District and the Union.

- 13-8** The arbitration committee or arbitrator shall conduct a hearing, investigate the claim, evaluate the evidence and within thirty (30) calendar days render a decision to the Board which shall be advisory.

The arbitration committee or arbitrator shall be bound by the following:

1. An arbitration decision shall neither add to, detract from, nor modify the language of this Memorandum of Understanding.
2. The arbitration decision shall expressly be confined to the precise issues submitted by the parties. The arbitrator shall have no authority to consider any other issue not so submitted.

**13-9** The decision of the Governing Board regarding the arbitration recommendation shall be submitted by certified mail to the grievant and his/her Union representative at the last known mailing address. Said notice shall be mailed no later than three (3) working days following the Board's decision.

**13-10 Computation of Time**

Included in any time period specified within Article 13 which is ten (10) days or less, Saturday, Sunday and holidays shall not be computed in the time period specified.

**13-11 Time Limits**

Failure at any step of this procedure to communicate a decision to the grievance by management within the specified time limit shall permit the grievant to proceed to the next step. Failure at any step to appeal the grievance to the next higher step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. Time limits specified in the grievance procedure may be extended in any specific instance only by mutual, written consent of both parties.

**13-12 Non-Discrimination**

No reprisals shall be taken by the District or the Union against a grievant or witnesses because of participation in the grievance procedure.

**13-13 Forms**

Forms for filing grievances shall be prepared by the District in consultation with the Union.

**13-14 Hearings and Decisions**

At each of the levels of the grievance procedure the grievant and their representative shall be given a reasonable opportunity to be heard. All decisions beginning at Level Two shall be in writing and shall include supporting reasons. Two copies of all decisions and recommendations shall be promptly furnished to the Union, and/or the grievant's representative, if any. The Union (or representative) shall be responsible for furnishing such written decision/recommendation to the grievant.

**13-15 Employee Participation in Grievance Process**

Grieving employees shall receive their regular rate of pay for any part of their workday spent in the following grievance related activities:

- A. Attending scheduled grievance hearings;
- B. Attending arbitration hearings.

**13-16 Payment**

Grievant(s) and a reasonable number of employee witnesses who testify orally at scheduled hearings or arbitration hearings shall receive their regular rate of pay for any part of their workday spent testifying.

Employees shall be released from their work duties only for the time necessary to testify and are expected to return to work immediately upon being released from the hearing.

The Employee Relations Office must be notified at least two (2) days prior to the scheduled hearing in order to arrange released time for the grievant(s) and/or witness(es). Witnesses, with the permission of their immediate supervisor, may be released with less than two (2) days notice.

**13-17 Information Access**

The Union and its representatives shall not be prohibited from contacting the District to discuss matters of administrative policy and procedures as they relate to wages and terms and conditions of employment.

**13-18 Group Grievance**

If, in the judgment of the Union representative, the grievance affects a defined group of employees, the Union may pursue the grievance at Level Three. Prior to filing the written Level three grievance, the Union shall first present the grievance orally to the Superintendent's designee in accordance with the Level one provisions.

**ARTICLE FOURTEEN**

**DISCIPLINE and DISMISSAL**

**14-1 Just Cause**

The District shall base all discipline and dismissal actions on just cause, except for layoffs as described in Article 18. All discipline and dismissal actions may be appealed through the grievance procedure.

**14-2 Progressive Discipline**

- A. Progressive discipline means that progressively more severe penalties may be imposed on an employee when related offenses are repeated.
- B. Progressive discipline does not require that each penalty be more severe than the immediate preceding one regardless of the offense involved.
- C. Progressive discipline shall serve as a means of identifying and correcting problems.
- D. A supervisor's personal personnel file(s) shall be used solely to document concerns which may lead to discipline measures. Employees shall be made aware of the documented concerns through the implementation of paragraph E. Such documentation of minor deficiencies or offenses which are over one (1) year old shall not be admissible in any grievance procedure, unless the employee uses as a defense in such procedure the claim that no minor deficiencies or offenses had ever been brought to their attention in accordance with 14-2-E. Employees have the right to review their supervisor's personal personnel file with respect to documented concerns upon written request.
- E. Subject to Section 14-3 of this Article, the District shall utilize progressive discipline in dealing with its employees. Prior to issuance of reprimands for minor kinds of deficiencies or offenses, supervisors shall informally counsel and instruct employees about necessary improvements in their work performance and/or behavior. The normal sequence of disciplinary actions shall be as follows:

1. Written Reprimand I;
2. Written Reprimand II;
3. Suspension;
4. Pre-termination Suspension;
5. Termination.

**EFFECTIVE JULY 1, 2004:**

**14-2-E.** Subject to Section 14-3 of this Article, the District shall utilize progressive discipline in dealing with its employees. Prior to issuance of reprimands for minor kinds of deficiencies or offenses, supervisors shall informally counsel and instruct employees **personally and in private** about necessary improvements in their work performance and/or behavior. The normal sequence of disciplinary actions shall be as follows:

1. Written Reprimand I;
2. Written Reprimand II;
3. Suspension;
4. Pre-termination Suspension;
5. Termination.

**14-3 Exceptions**

- A.** Infraction(s) may arise which require the omission of one or more of the intermediate step(s) in this article and which require a written reprimand, immediate suspension of an employee without pay, and/or termination. Use of the exceptions clause for other than the infractions listed below must be identified and justified by the supervisor. These infractions may include, but are not limited to the list below.
- B.** Terminations issued under this paragraph may be appealed directly to Level Three of the grievance procedure within ten (10) days of the supervisor's decision. Suspensions may be appealed directly to Level Two, within ten (10) days of the supervisor's decision.
- C. List of Infractions:**
- 1) Intoxication
  - 2) Fighting except in self defense
  - 3) Stealing from the public, the employer, or other employees
  - 4) Willfully damaging District/private property
  - 5) Gross insubordination
  - 6) Accepting a bribe
  - 7) Unauthorized use of District property
  - 8) Possession of a weapon during work hours
  - 9) Gross and willful negligence in the use of District equipment
  - 10) The distribution or possession of illegal drugs, i.e., cocaine, crack, heroin, marijuana, during work hours
  - 11) Any act which is detrimental to the health and safety of any person on District property or occurring during the employee's work hours
  - 13) Physical and/or verbal abuse
  - 14) Conviction or admission in open court, or pursuant to a plea agreement of any of the following criminal offenses in this state or in any other jurisdiction:
    - a) Sexual abuse of a minor
    - b) Incest

- c) First or second degree murder
- d) Kidnapping
- e) Arson
- f) Sexual assault
- g) Sexual exploitation of a minor
- h) Felony offenses involving sale, distribution, or transportation of, offer to sell, transport, or distribute or conspiracy to sell, transport or distribute marijuana or dangerous or narcotic drugs
- i) Felony offenses involving the possession or use of marijuana, dangerous drugs or narcotic drugs
- j) Misdemeanor offenses involving the possession or use of marijuana or dangerous drugs
- k) Burglary in the first degree
- l) Burglary in the second or third degree
- m) Aggravated or armed robbery
- n) Robbery
- o) A dangerous crime against children as defined in A.R.S. 13-604.01.
- p) Child abuse
- q) Sexual conduct with a minor
- r) Molestation of a child
- s) Voluntary manslaughter
- t) Aggravated assault
- u) Assault
- v) Exploitation of minors involving drug offenses

**14-4 Employee Reprimand**

If the immediate supervisor has reason to reprimand an employee, it shall be held in private away from the presence of pupils, parents, other employees or the public.

**14-5 Written Reprimand I**

If an employee's job performance is unsatisfactory, specific infraction(s) shall be brought to his/her attention by the immediate supervisor, and an opportunity shall be given the employee to speak freely. This reprimand shall include a written summary outlining the points covered and requirements necessary for the employee to improve. A copy shall be placed in the employee's official personnel file, and one copy retained by the supervisor.

**14-6 Written Reprimand II**

If related infraction(s) occur, the employee shall be provided a Written Reprimand II which describes the infractions and which notifies the employee that failure to correct or improve may result in a suspension without pay. A copy shall be placed in the employee's official Personnel file and a copy shall be retained by the supervisor.

**14-7 Suspension**

If additional related infraction(s) occur, the employee shall be notified in writing that he/she has failed to improve and that he/she is being suspended without pay. A copy of this information shall be placed in the employee's official Personnel file and a copy shall be retained by the supervisor.

**14-8 Pre-Termination Hearing**

Prior to termination for any reason, an employee shall be notified in writing that he/she is immediately suspended with pay and that a pre-termination hearing is scheduled. Following the hearing the decision of the supervisor shall be communicated to the employee and the Human Resources Department. If termination is initiated, this decision shall be communicated to the employee by certified mail and a Personnel Action Form shall be submitted to the Human Resources Department. The employee shall be paid through the date of termination (which shall be no earlier than the day following the hearing) as specified in the letter. Dismissal can be appealed by filing a grievance directly at Level three within ten (10) days of the date of delivery.

**14-9 Union Representation**

On request, employees have the right to Union representation when receiving any disciplinary action. The employee shall be responsible for arranging representation prior to the scheduled meeting. The District shall afford the employee reasonable time to make such arrangements should representation be desired by the employee.

**14-10** Employees participating in the discipline and dismissal proceedings shall receive their regular rate of pay for any part of their workday spent in attending scheduled conferences.

**ARTICLE FIFTEEN**

**RECRUITMENT/SELECTION PROCESS**

It is recognized that all position vacancies within the bargaining unit, except entry level positions, may represent a promotional opportunity for some bargaining unit members. Therefore, in recognition of the fact that the District encourages internal promotions/transfers in pursuing its intent to hire the best qualified person, the following procedures shall apply in filling all non-entry level vacancies within the bargaining unit.

**15-1 Job Vacancy Notices**

Human Resources shall distribute notices of all vacancies to all job sites throughout the District and the Union for posting.

All vacancy notices shall be posted for at least:

- A. Five (5) days prior to closing when regular school is in session.
- B. Ten (10) days during the time regular school is not in session.

In addition, the District provides a twenty-four (24) hour job line which is available to all candidates to call to get a weekly up-date of job vacancies (225-6036)

**15-2 Transfer/Promotion Eligibility**

**A. Eligibility for Promotion**

To be eligible for a promotion, an employee must have passed the initial and/or promotion probation period in the position from which he/she is **applying**.

**B. Eligibility for Employee-Initiated Transfers**

To be eligible to compete for a transfer, an employee:

- 1. Must have passed the initial and/or promotion probation period in the position from which he/she is **applying**.

2. Must not have transferred within a calendar year. (The date is calculated by using the effective date of the last transfer and computing one full calendar year from that exact date.) Custodial and Grounds Maintenance employees newly hired into the bargaining unit are not eligible for transfer for a period of one year from completion of their probationary period.
- C. All applications shall have copies of any disciplinary records, along with any employee rebuttal which is on file in accordance with Article 6-3, attached to the application by the Human Resources Department if applying for transfer or promotion under this section.

**15-3 Application**

- A. Any employee meeting the required minimum qualifications may apply for a vacancy by submitting an application to Human Resources on or before the advertised closing date.
- B. Non Custodial/Non Transportation Transfer**  
An employee wishing to transfer to a vacant position elsewhere in the District in his/her same classification, shall submit a letter of intent to Human Resources on or before the closing date of the position, and shall be interviewed for the position if eligible. No employee voluntary transfer request shall be denied arbitrarily, capriciously or without basis in fact.
- C. Custodial Transfer**  
Employees within the custodial classification may apply for a transfer opportunity at the time the vacancy is announced by completing an application in Human Resources or submitting a letter to Human Resources requesting a transfer.
- D. Applications or letter of intent to transfer which are processed through U.S. or District mail and are not received in Human Resources on or before the closing date shall not be considered. It is not the responsibility of Human Resources for any lost applications unless the applicant can establish the application or letter of intent was placed in the possession of Human Resources on or before the closing date of the advertisement.

**15-4 Candidate Selection**

The District shall be responsible for screening and selecting at least five (5) qualified candidates for consideration. Up to five (5) employees who meet the minimum qualifications shall be referred to the interview committee for consideration.

- A. Non-Custodial and Non-Transportation**
1. In the event there are not five (5) internal candidates meeting the minimum requirements, Human Resources may select sufficient external candidates to reach a pool of five (5).
  2. In addition, the District may choose to interview external candidates in the following classifications regardless of the number of internal candidates: Building Inspector, Building Maintenance Engineer, Locksmith, and lead positions in other classifications such as Lead Carpenter, Lead Auto Mechanic, Lead Plumber, and Lead Printer.

**B. Custodial**

1. In the event there are not three (3) internal candidates to be interviewed, the Human Resources Department shall recruit external candidates to be interviewed, in addition to the internal candidates.
2. After four (4) referrals for interviews, employees may not submit further applications during that fiscal year.
3. If there are more than five (5) employees who meet the minimum qualifications, the five (5) most senior shall be referred for interview.

**15-5 Interview Process**

- A. The candidates selected for referral shall be interviewed by a District appointed committee composed of at least three (3) persons:
1. The immediate supervisor (Chairperson).
  2. One employee selected from a Union generated list from the bargaining unit. If no employee from the Union generated list is available, then the District shall select another employee in the bargaining unit to serve.
  3. A non-administrator/staff member (for a school site vacancy), or an additional non-supervisory employee from the non-school site/department in which the vacancy occurs.
  4. If affirmative action needs must be met, a representative from the protected class shall be on the committee.

**15-5 EFFECTIVE JULY 1, 2004:**

- A. The candidates selected for referral shall be interviewed by a District appointed committee composed of at least three (3) persons:
1. The immediate supervisor (Chairperson).
  2. One employee selected from a Union generated list from the bargaining unit. **This list shall include a minimum of ten custodians.** If no employee from the Union generated list is available, then the District shall **notify the Union and request a representative at least three days prior to the scheduled interview date. Employee Relations may waive the limitations of Article 5-10 if necessary. If that replacement is not available for the scheduled date, then the District may** select another employee in the bargaining unit to serve.
  3. A non-administrator/staff member (for a school site vacancy), or an additional non-supervisory employee from the non-school site/department in which the vacancy occurs.
  4. If affirmative action needs must be met, a representative from the protected class shall be on the committee.
- B. The Union generated list shall be updated at least twice per year.
- C. Under no circumstances shall one employee serve on more than two interview committees per month (during his/her normal working hours) without approval from his/her immediate supervisor.
- D. An immediate supervisor (chairman of the interview committee) who is aware that a grievance has been filed prior to the interview process shall notify each candidate interviewed that the vacancy is under protest.

- E. All interview questions or applicable skills test shall be job-related and approved in advance by Human Resources in consultation with the Department Head.
- F. Based on results of the interview and other applicable factors, the interview committee chairperson shall forward the name of the applicant being recommended for hire to the Exec. Director of Human Resources for appointment. No selection process shall be considered complete until Human Resources has reviewed the process and validated the selection.

It is understood, however, that the Board shall have final review and approval for all employment appointments.

**15-6 Promotion**

The new wage rate for a promoted employee shall be the step in the new grade level that is closest to a 10% increase, but not less than 10%.

All promotion/transfer decisions may be grieved.

The interview questions and final overall scores shall be made available for review to the grievant or representative in preparation for Level Two grievance proceedings. The employee may be charged a reasonable rate for copies of documents provided.

An employee who fails the promotional probationary period shall be allowed to return to his/her previous classification, grade and step if there is an available position. If not, the employee shall be considered laid off and shall have recall rights.

**15-7 Voluntary or Involuntary Demotion**

Whether a voluntary or involuntary demotion is initiated by the employee or the District, the employee shall be placed in the position or in an available vacancy for which the employee meets the minimum qualifications. The employee shall be placed in the new grade and classification at the higher of:

- A. The step at which the employee is currently paid in the classification being exited, or;
- B. The step at which the employee previously was paid in the reduced classification (if the reduced classification was previously held by the employee).

This action shall not be utilized as an alternative to disciplinary action.

- 15-8** The District shall provide reasonable accommodations for handicapped individuals who meet the minimum qualifications of available positions. Transfer to another worksite may be made based upon agreement of Human Resources and the employee.

**ARTICLE SIXTEEN**

**RECLASSIFICATION**

**16-1 Purpose**

The purpose of a reclassification is to review the duties and level of responsibilities of a position.

## **16-2 Procedure**

- A.** An employee who feels that his/her duties have undergone a significant change in the kinds of duties and level of responsibility shall submit a request for review of his/her position by filling out a Position Analysis Form available from the Human Resources Department.
- B.** If the Human Resources Department performs an independent position audit, the employee may also appeal the allocation as defined in Article 16-4 below.
- C.** An employee initiated classification review shall not be conducted more than every two years.
- D.** Article Sixteen does not apply to, nor shall there be any review of the District's decision regarding the definition of classification, the assignment of a classification to a pay grade, and the definition of the wage scale and compensation. Those matters are of sole discretion of the District.

**16-3** Within twenty (20) days of receipt of the analysis form, Human Resources shall inform the employee of receipt. A meeting shall be scheduled within thirty (30) days of notification to review his/her classification. The review may include but not be limited to:

- A.** Position Description Questionnaire;
- B.** Interviews;
- C.** Work Observation.

## **16-4 Appeal**

If the employee disagrees with Human Resources' allocation, they shall within twenty (20) days appeal the allocation by corresponding with the Human Resources Exec. Director specifically stating the reasons for an appeal. The Human Resources Exec. Director shall refer the appeal to the Classification Appeal Board composed of two (2) members appointed by the District and one (1) member appointed by the Union. However, no District appointee who has conducted the evaluation in the reclassification shall serve as a voting member on the appeals committee.

The final allocation by the Human Resources Exec. Director is not subject to any other appeals or grievance procedure contained herein.

## **16-5 Wage Protection**

- A.** If an employee is reclassified to a higher grade, the new wage rate for the reclassified employee shall be the step in the new grade level that is closest to a ten percent (10%) increase, but not more than ten percent (10%).
- B.** An employee shall not suffer a reduction in wages when the employee's classification is changed to a lower grade. The employee shall be placed at the step which is equivalent to the current rate of pay in the old classification, or frozen at his/her current rate of pay in the same classification (red-circled). Employees frozen (red-circled) on an unearned educational step as a result of a reclassification shall be entitled to general pay increases to the salary schedule. Such employees shall only be entitled to future step increases when specifically negotiated.

**16-6** Classification seniority shall be set at the date the reclassification is approved and the employee is notified of that date. However, employees hired prior to 7-1-88 shall retain the classification seniority as set in previous reclassifications.

## ARTICLE SEVENTEEN

### INVOLUNTARY WORK ADJUSTMENT

#### 17-1 Involuntary Site Transfer - All Employees

If it becomes necessary for the District to involuntarily transfer an employee due to staff reduction at a worksite or site closure, the employee having the lowest seniority in the affected classification at that particular site shall be transferred by the Human Resources Department to a vacancy at another site in the same classification. Except as provided under Article 18-4, there is no guarantee that the employee shall retain the same number of months, hours, shift or days of work when transferred. Under no circumstances shall an employee be assigned to a position of less than four (4) hours per day.

Personnel involuntarily transferred shall be given priority for placement before positions are filled by any other methods. In the case where more than one (1) person is involuntarily transferred, the most senior employee in the classification shall have preference in placement. Each subsequent employee shall be given the same opportunity until the last person with the lowest classification seniority being reassigned to the last vacant position.

Personnel transferred from a site because of staff reduction shall be given priority in returning to the previous site and shift if a vacancy in the same classification occurs. The Human Resources Department shall be responsible for generating computerized listing(s) to include the employee(s) by name, worksite, classification job code, classification seniority, hours per day.

Transfer shall not be used as a substitute for evaluation or as a disciplinary measure. Transfer in no way reflects on the competency or the qualifications of any employee transferred for any reason.

#### 17-2 Temporary Involuntary Site Transfer

If it becomes necessary for the District to involuntarily transfer an employee on a short term temporary basis, the District shall identify employees throughout the District that can be transferred. Each site administrator shall submit a list to the Human Resources Department with the name(s) of employee(s) that can be transferred. Employee(s) shall then be notified by the Human Resources Department when a transfer is to be made and the length of time of the transfer.

#### 17-3 Summer Maintenance

During the summertime when regular school is not in session, employees may be assigned to work in teams to facilitate preparation and maintenance of school facilities. Daily assignments shall be provided by Facilities Management staff, and employees affected shall be considered as District-wide teams with no home base assignment. Summer assignments are not transfers.

Mileage shall be provided only when an employee is assigned to a site, reports to that site to perform the assigned duties, and is then required during that same shift to report to a second site. Then mileage shall be paid for travel between sites only.

For each actual day worked in the teams, each elementary and middle school employee shall receive \$2.00 per day additional compensation.

#### 17-4 Reduction of Bargaining Unit Classification

- A. If the economic and efficient operation of the District makes it necessary to eliminate whole or part of a classification within the bargaining unit, the employees within the affected

classification shall be permitted to select a vacated position in a classification previously held within the bargaining unit by exercising district seniority. Once an employee has returned to such a classification, only the amount of time served in the classification may be used for bidding within the classification.

- B. If the employee affected by the classification reduction had no other employment with TUSD, then the employee shall be transferred to a position vacated through attrition in either a comparable classification or a classification in which the employee meets minimum qualifications. However, under no circumstances shall the employee be assigned to a classification that would result in a promotion. In the event there is more than one employee competing for positions as a result of involuntary placement then District-wide seniority shall be utilized in determining District seniority preference for placement, but District-wide seniority may not be used in bidding within the new classification.
- C. Except as provided under Article 18-4, the employees transferred in the processes described above are not guaranteed the same number of months, days, hours or shift in the new vacant assignment.
- D. Employees who have been involuntarily transferred from a classification shall have the right to return to that classification in inverse order of their involuntary transfer. If this right is not exercised when offered by the District, the return right shall terminate.

**17-4-D EFFECTIVE JULY 1, 2004:**

Employees who have been involuntarily transferred from a classification shall have the right to return to that classification in inverse order of their involuntary transfer **for two years from the effective date of the transfer**. If this right is not exercised when offered by the District, the return right shall terminate.

**ARTICLE EIGHTEEN**

**LAY OFF**

**18-1 Procedure**

- A. If it becomes necessary to reduce the work force of any classification in the bargaining unit, temporary and probationary employees occupying the affected classes shall be laid off first. Order of layoff of part-time and full-time employees shall be in the inverse order of classification seniority within the affected classification.
- B. The District shall notify the Union and affected employee(s) of a layoff as far in advance as possible, but at least two (2) weeks in advance.
- C. Employees outside the bargaining unit whose positions are being eliminated and who have previously held bargaining unit positions, may exercise their length of service gained while a bargaining unit employee to claim a vacancy created under (A) above.

For employees who are in white collar or food service bargaining units, this paragraph shall be in effect only if the MOUs of those units provide blue collar employees the same right to return to a white collar or food service position.

- D. Before a position within any classification is filled by a new employee, laid off employees in those classifications shall be recalled. Except in Transportation, employees shall be recalled

in order of their district seniority. In Transportation, employees shall be recalled in order of their department seniority.

**18-2 Recall**

- A. Temporary assignments shall be offered to qualified laid off employees with recall rights, in order of District seniority, before any other person is offered a temporary assignment within the affected classification.
- B. An employee who is recalled from layoff shall be notified by certified mail at their address on file in the Human Resources Department. The employee is responsible for maintaining a current address in the Human Resources Department. If the employee does not contact the District's Exec. Director of Human Resources within five (5) working days of the date of postmark on the recall notice, they shall be considered to have resigned from the District and lose all recall rights. If the employee accepts the offer of recall, he/she shall be available to work within ten (10) days of acceptance. An employee who accepts another position within the District at a higher pay classification than the one from which they have been laid off shall be deemed to have no further interest and shall not be considered for recall to their previous position.
- C. Individuals shall retain recall rights equaling the length of service to a maximum of three (3) years from the day of layoff. Individuals recalled shall have a date of hire and bargaining unit seniority as if they were not laid off. If, however, the individuals on layoff are not recalled within the eligibility time, their employment with TUSD shall be terminated and the District shall not be obligated to provide seniority as defined above if hired into a different classification at a later date.

**18-2-C EFFECTIVE JULY 1, 2004:**

- C. Individuals shall retain recall rights equaling the length of service to a maximum of **two (2)** years from the day of layoff. Individuals recalled shall have a date of hire and bargaining unit seniority as if they were not laid off. If, however, the individuals on layoff are not recalled within the eligibility time, their employment with TUSD shall be terminated and the District shall not be obligated to provide seniority as defined above if hired into a different classification at a later date.

**18-3 Insurance Coverage and Continuation**

When recalled employees return to work, all benefits including the pay step held at the time of layoff shall be reinstated. While on layoff status, an employee shall be allowed to continue District insurance programs at the employee's own expense.

**18-4 Lay Off Protection**

**A. EFFECTIVE JULY 1, 2003 through FEBRUARY 22, 2004:**

1. For the duration of this agreement, regular part-time and full-time employees hired on or before September 1, 2001 shall not be subject to layoff provisions described in Article Eighteen.
2. Furthermore, such employees hired on or before September 1, 2000 shall not be required to accept a reduction of months of annual employment or subject to a reduction of more than one hour of regularly assigned work hours.

**B. EFFECTIVE FEBRUARY 23, 2004 through JUNE 30, 2004:**

1. For the duration of this agreement, regular part-time and full-time employees hired on or before September 1, 2002 shall not be subject to layoff provisions described in Article Eighteen.
2. Furthermore, such employees hired on or before September 1, 2001 shall not be required to accept a reduction of months of annual employment or subject to a reduction of more than one hour of regularly assigned work hours.

**C. EFFECTIVE JULY 1, 2004 through JUNE 30, 2005:**

1. For the duration of this agreement, regular part-time and full-time employees hired on or before September 1, 2003 shall not be subject to layoff provisions described in Article Eighteen.
2. Furthermore, such employees hired on or before September 1, 2002 shall not be required to accept a reduction of months of annual employment or subject to a reduction of more than one hour of regularly assigned work hours.

**ARTICLE NINETEEN**

**HEALTH EXAMINATION**

- 19-1** When the District determines that an employee's health condition (mental or physical) may be impairing his/her job performance, the immediate supervisor, the site administrator (or equivalent position), Regional Assistant Superintendent (or equivalent position), with the concurrence of the Human Resources Department may, with just cause, direct the employee to have a health examination at District expense. Employees shall be given a copy of the directive which shall state the reason(s) for such examination. Following the examination, results shall be sent by the Human Resources Department to the employee and immediate supervisor.

**ARTICLE TWENTY**

**LINES OF SUPERVISION PROCEDURE**

- 20-1**
- A. The District shall make each employee of the Blue Collar bargaining unit primarily responsible to only one person for the purpose of supervision and evaluation.
  - B. When Lines of Supervision change due to reorganization within the District, the District shall notify the Union and post a current copy for employees to review at affected sites.
  - C. The District or the Union may request a meeting to review proposed organizational changes upon thirty (30) days written notification.

## ARTICLE TWENTY-ONE

### HEALTH and SAFETY

**21-1** Occupational health and safety are the mutual concern of the employer, the Union and the employee. The Union shall cooperate with the employer in encouraging employees to observe applicable safety rules and regulations. The employer and employees shall comply with applicable federal, state, and local safety laws, rules and regulations.

**21-2 Personal Protective Clothing and Equipment**

All personal protective clothing and equipment required by TUSD to preserve the health and safety of employees shall be furnished and maintained by TUSD without cost to employees. If personal protective equipment is provided for District employees, employees shall be required to use it. Failure to do so may result in disciplinary action in accordance with Article 14.

**21-3 Unsafe Conditions**

All employees shall promptly report unsafe conditions related to physical plant, tools, and equipment to their supervisor. If the supervisor does not abate the problem, the matter should then be reported to the TUSD safety coordinator. In such event, the employee shall not be disciplined for reporting these matters. The safety coordinator shall attempt to abate the problem or shall report to the employee or his/her representative in five (5) days or less the reason(s) why the problem cannot be abated in an expeditious manner.

No employee shall be required to operate equipment that any reasonable operator in the exercise of ordinary care would know might cause injury to the employee or anyone else. An employee shall not be subject to disciplinary action by reason of his/her failure or refusal to operate or handle any such unsafe piece of equipment. In the event a disagreement arises between the employee and his/her supervisor concerning the question of whether or not a particular piece of equipment is unsafe, the TUSD safety coordinator shall be immediately notified and the employee shall not be required to operate the equipment until the TUSD safety coordinator has inspected said equipment and deemed it safe for operation.

Employees confronted with an alleged unsafe situation must assure the health and safety of themselves and the persons entrusted to their care, or for whom they are responsible, and the general public by performing their duties according to TUSD health and safety policies and procedures or industry-approved safe work practices.

When an unsafe condition is identified or when buildings are closed because of emergencies, unsafe, or hazardous conditions, employees may be temporarily transferred to different locations until such time as the emergency or condition is rectified. No employee shall suffer a loss of pay resulting from such emergencies or conditions.

**21-4 Vehicle Repair/Cleaning**

**A.** When a District vehicle is in need of repair, the immediate supervisor shall indicate the needed repairs on the Request for Repair Form. The original of the form shall be forwarded to the auto shop along with the vehicle; the copy of the Request for Repair Form shall be retained in a repair book maintained by the immediate supervisor and available for review by the employee for a period of thirty (30) days. Vehicles which require immediate repair shall be dispatched for service. The driver shall be required to complete the Request for Repair

Form. If a mechanic is dispatched, the mechanic shall complete the repair form. A copy shall be placed in the maintenance repair log and a copy given to the immediate supervisor.

**B.** All departments shall provide adequate supplies and equipment to clean District vehicles.

**21-5 Right to Know About Hazardous Materials**

All employees shall have access to information on all hazardous materials in the work place pursuant to current OSHA regulations. Employees shall receive the full four-hour Hazardous Communication Right to Know Training, with a follow-up refresher course every three years, and shall have access to information on all toxic substances in the workplace, pursuant to current OSHA regulations. Employees will be given informational training on any new or different chemical introduced into the workplace.

**21-6 Video Display Terminals**

The employer shall make every effort to schedule at least fifteen (15) minutes away from the video display terminal (VDT) every two (2) hours for those employees who work for periods of time in excess of two continuous hours at video display terminals, if applicable.

**21-7 Asbestos**

TUSD shall continue to comply with AHERA.

**21-8 Concern for Pregnancy Hazards**

Upon presentation of a doctor's certificate that the working environment or job requirements constitute a definable hazard, TUSD shall make a good faith effort to provide alternative, comparable work and equal pay to a pregnant employee.

**21-9 Communicable Diseases**

Employees identified in the TUSD Exposure Control Plan will be offered Hepatitis B vaccinations at District expense.

**21-10 Health and Safety Committee**

**A.** This committee shall be established within thirty (30) days after the effective date of this agreement. This committee shall be comprised of at least three (3) representatives appointed by the employer, and five (5) employees from four different job classifications appointed by the Union. No more than two (2) Union appointees shall be from the same site/department. Four of the Union appointees shall be other than Union stewards unless no other blue collar employee is available. The Committee shall be chaired by the TUSD Loss Prevention Specialist.

**B.** The general responsibility of the committee shall be to assist in providing a safe and healthful work place by recognizing and recommending abatement of any unsafe or hazardous equipment, conditions, policies and/or practices in the work place. The committee's charge shall be:

1. To meet on a definitely established schedule, but in no case less frequently than once per quarter;
2. To arrange for inspections of reported hazards;
3. To review summaries of all accident and illness reports and lists of toxic materials;
4. To promote health and safety education;

5. To define policies and procedures for a safe work place and to reduce the risk of injuries to employees;
6. To make recommendations on the policy to be followed on notifying employees of communicable diseases in the work place;
7. To define procedures for the provision of first aid kits at sites and in vehicles;
8. To recommend positions for receiving first aid training and CPR training, level of training, and frequency;
9. To study and make recommendations for practices and procedures to minimize situations where employees are required to work alone in potentially hazardous areas.

C. Members of the Health and Safety Committee shall be allowed paid time off from their regular work while performing committee duties and shall also be allowed paid time off for training related to health and safety, if such training is provided by the District.

**21-11 Duty to Report**

All employees who are injured or who are involved in an accident/incident during the course of their employment shall file an accident/incident report on forms furnished by the employer, no matter how slight the accident/incident.

**21-12 Water and Restroom Facilities**

Safe drinking water shall be provided to all employees. Employees shall have access to restroom facilities in close proximity to their place of employment.

**21-13 Lounge Area**

Employee lounge areas shall be maintained by the employer and made available to all employees.

**ARTICLE TWENTY-TWO**

**WORK SCHEDULE**

**22-1** The supervising site administrator shall meet prior to the opening of school, at the beginning of winter break, and at the close of school with the site maintenance personnel and if requested by either party, include representatives from the Facilities Support Services staff and the Union to review, and if necessary, revise the work schedule and start times, toward the end that work schedule(s) be equalized at the site.

**22-2** Site maintenance personnel shall not be required to monitor, teach, discipline, assign or in any other way be responsible for children except in cases of emergency where a child's life or health is threatened, except for those employees involved in approved Youth Programs.

If a student is disciplined and the punishment is to clean up school buildings, then the student may work side-by-side with the site maintenance personnel; however, site maintenance personnel shall not be responsible for students who are assigned such activities.

**A. Site Maintenance Hour Change**

When it becomes necessary to change an employee's hours, the site maintenance employee whose hours are being changed shall remain in his/her current shift, regardless of the new start time.

**B. Shift/Hour Change**

When it becomes necessary to change a site maintenance employee's shift and hours, the employee in the affected classification at the site who volunteers for the shift change shall be rescheduled. If more than one (1) employee volunteers, the most senior shall be reassigned. In the event that no employee volunteers, the least senior employee in the classification shall be rescheduled.

**22-3 Workload Equalization**

Upon request of the Union, the District shall provide a list of custodial assignments, hours and worksite. It shall be the goal of the District to equalize the workload within a work site.

Bargaining unit personnel shall be given five (5) days notice of any scheduled functions to allow rescheduling of normal duties to accommodate the extra load. If a site administrator/supervisor is unable to give sufficient notice he/she shall re-adjust the normal work schedule to accommodate the extra load.

**22-4 A.** The following criteria shall be used by the District when determining if it is necessary to change a non-site maintenance employee's shift:

- 1) to provide the best quality educational support for students;
- 2) to meet the economic, educational and affirmative action needs of the District; and
- 3) bargaining unit seniority.

**B.** When it has been determined by the District that it is necessary to change a non-site maintenance employee's shift, the employee in the affected classification at the site who volunteers for the shift change shall be rescheduled. If more than one employee volunteers, the most senior shall be reassigned in accordance with the criteria in 22-4-1 above. In the event that no employee volunteers, the least senior employee in the classification shall be rescheduled using the criteria in 22-4-1 above.

**ARTICLE TWENTY-THREE**

**TRANSPORTATION**

**23-1 Definitions**

**Department Seniority:** The total number of years of uninterrupted service in the Transportation Department.

**Driving Time:** This term shall mean the time span from when an employee leaves the garage to transport students until the time when the employee returns to the garage, including all break periods of time in between runs which are less than one (1) hour duration.

**Driving Time Range:** This term shall mean the time span from when the employee leaves the garage until the time when the employee returns to the garage, according to the employee's regularly assigned route. This excludes pre/post trip as per Article 23-10 and any break that needs to be added as per Article 23-2-B-4. Paid time shall be a part of the "Driving Time Range".

**Duty Time:** This term shall mean drive time plus daily clean up and show up as described in Article 23-10, and any break time that needs to be added as per Article 23-2-B-4.

**Extra Duty:** This term shall mean any run, route, field trip, athletic trip, or other transportation related business that is not a regular assignment, and is outside the employee's time range.

**Position:** An employee's site, hours, and time frame.

**Run:** A regularly established single course of travel between pick up and discharge of passenger(s) which is grouped into a route.

**Route:** Runs combined into an established regular assignment.

**Regular Assignment:** The combination of runs between Monday and Friday that an employee is assigned as a result of the initial selection or reassignment process.

**Reassignment:** A change in regular assignment or an increase/decrease in hours that entails no change in base pay or classification.

**Time Frame:** A.M. to A.M. run(s); Kindergarten to Kindergarten run(s); P.M. to P.M. run(s); and/or Activity to Activity run(s).

**Time Range:** Duty time, plus any other paid time as determined by the employee's total weekly assigned hours.

**23-2 Breaks**

- A.** Transportation employees shall be accorded use of school facilities during breaks for sanitary needs, provided the use of facilities does not interfere with ongoing school activities. In such cases, alternate similar facilities shall be provided.
- B.** Employees shall take scheduled breaks as defined in Article 26-3, in accordance with the following:
  - 1.** Breaks shall not be taken between the assigned transportation facility and the first pick up or between the last drop off and the assigned transportation facility.
  - 2.** Breaks shall be taken within a one mile radius of the assigned route.
  - 3.** Breaks shall not be taken at a residence.
  - 4.** When either an A.M. or P.M. break, as described in Article 26-3 cannot be taken due to run scheduling or because a regularly scheduled break has been interrupted, the employee shall be compensated in addition to their driving time.

**23-3 Assigned Hours**

- A.** Shifts and runs shall be planned and combined in a manner to provide for the efficient operation of the Transportation Department, and to maximize the number of forty (40) hour routes, and to maximize the number of full-time routes and full-time employees. No regular routes shall be more than three times out.
- B.** Time shall be counted and paid as time worked beyond the employee's time range when the scheduled leave/return time of the employee's regular assignment or extra duty is less than 60 minutes prior to the show time of the employee's next regularly assigned route or extra duty.

To provide time to validate the accuracy of route cards, during the first two (2) weeks of school time between assigned routes/runs shall be calculated as turned in by drivers and verified by Transportation staff. In the event of a dispute between a driver and the computer stated leave/return times, the District will take measures to ensure the accuracy, including but not limited to, appointing a designee to drive the disputed route.

- C. Each Transportation employee whose regularly assigned route sends them out of the bus yard to transport students three (3) times in any work day four or more times a week shall be compensated for forty (40) hours each week between Monday and Friday during the school year. In addition, the employee shall be paid eight (8) hours for each holiday, personal leave day or sick day.
- D. Each regular Transportation employee whose regular assignment is less than forty (40) hours in any work week shall be paid for each holiday a dollar amount equal to the greater of their "assignment" hours or the average of their daily hours paid during the pay period immediately preceding the holiday. In no case shall each holiday pay exceed eight (8) hours.
- E. **Absence Deductions**
  - 1. If an employee is absent for part of their regular assignment, sick leave, personal leave and docks (absence without pay) will be charged to the nearest quarter hour of the time range of the time frame the employee is absent. **EFFECTIVE JULY 1, 2004: Less than 8 minutes, round down; eight minutes and over, round up.**
  - 2. If an employee is absent for their entire assignment, sick leave, personal leave and docks (absence without pay) will be charged for 1/5 (one-fifth) of the employee's weekly assigned hours.
- F. When the application of the nepotism Article 6-6 in the Transportation Department keeps an employee from exercising his/her seniority to bid on a specific route during the fall route selection process, the employee shall not be required to either take a shorter hour route assignment or change sites as a result of such application. In addition, if a Transportation Department employee loses his/her selected route assignment during the school year because of schedule changes, the employee shall not be required to either take a shorter hour route assignment or change sites as a result of application of Article 6-6.
- G. An employee may be required to work an extra assignment within their Driving Time Range. This excludes pre/post trip as per Article 23-10, and any break that needs to be added as per Article 23-2-B-4. An employee refusing such an assignment may be docked that portion of their Driving Time Range only.

**23-4 Notification of Intent to Return**

Each employee shall fill out the form included with their last paycheck in May indicating their intention to return to work the next school year. If the employee does not return the form by the last school day, he/she shall be considered as resigning.

**23-5 Initial Selection Process**

- A.** By the last pay day in May, the District shall provide each employee the hour/worksites/route preference sheet (See Appendix II) and inform the employee when the assignment process shall begin. The employee shall complete and return the preference sheet by the last school day. Employees shall be required to be available for all meetings and practice runs as scheduled.
- B.** Seniority listings and all established hours, routes and worksites shall be posted 24 hours prior to the day the selection process begins to assist employees in making their selections.
- C.** On the first day of the selection process, the employee with the most departmental seniority in the appropriate classification shall be called to select his/her regular assignment. After the employee with the most departmental seniority has selected, his/her name shall be posted on the assignment. The second employee with the most departmental seniority shall follow the same procedure in selection, then the third and fourth until all employees present have selected or been assigned. Each employee shall be given a maximum of 2.5 minutes to decide. Employees who take longer than 2.5 minutes to decide shall be assigned a regular assignment, first by hourly preference and second by worksite preference. Employees not present at their assigned bid selection time must have contacted a Facility Manager in order to be assigned by a preference sheet. Any employee who is not present during the bid selection and has not contacted a Facility Manager will be awarded a twenty (20) hour non specified assignment assigned by the District.
- D.**
  - 1. During the initial selection process, any employee who does not select an assignment from the remaining choices, will be assigned by the District to a no less than 20-hour per week assignment.
  - 2. If during the initial selection process there are no regular assignments remaining, those employees not assigned shall be given a 20-hour non-specified assignment.
  - 3. All assignments shall be made on the basis of departmental seniority.
  - 4. The Union shall meet with the District one (1) week prior to the close of each school year to ensure the accuracy of all departmental seniority lists.
  - 5. The Union shall notify the District one (1) week prior to the selection process of any concerns over the seniority list.
  - 6. The Union shall be given a copy of all employee assignments when first assigned and thereafter when changes occur within one (1) week of the assignment.
  - 7. The Union shall be entitled to a meeting with the District to discuss the established runs/routes one (1) week prior to the selection process.

**23-6 Summer Work Assignments**

- A.** Before the school year ends, employees shall be provided a questionnaire regarding their desire to work available summer programs. Questionnaires shall be returned to a District-appointed designee and both the employee and designee will verify, in writing, the receipt of the paperwork. All assignments shall be made according to departmental

seniority, hours, worksite, classification, and desire to work the summer programs. All District-funded summer programs requiring District transportation shall be made available as a summer work assignment.

- B.** Transportation employees assigned to summer work within the department shall accrue and may use two (2) sick leave days, and shall observe July 4 as a holiday, provided they are awarded a regular summer assignment in accord with 23-6-A. The number of hours paid will be the average of the time worked the previous pay period, or their regularly assigned summer hours, whichever is greater.
- C. Bus Drivers**  
Driving assignments shall be accomplished through the hour/worksite/routes selection process in accordance with departmental seniority.
- D. Bus Monitors**  
Work normally found within the Bus Monitor classification shall be assigned to Bus Monitors during the summer months and shall be accomplished in accordance with departmental seniority within the hours/worksite/routes selection process. If no Bus Monitors are available, assignments shall be made to transportation personnel based upon total departmental seniority.
- E. Bus Washers**  
Bus washers summer assignments shall include work at both central and eastside transportation facilities. Bus washers shall be assigned in their classification during the summer months. Additional bus washers shall be hired from available transportation personnel based upon total departmental seniority.

**23-7**

**Reassignment Process**

Recognizing the need for consistency in providing transportation services for students and in order to meet the established school times during the opening weeks of school, the following procedure shall be applied when filling vacant, changed, or newly created routes:

- A.** No regular assignments shall be posted during the first four (4) weeks of school except by mutual agreement between the regularly assigned employee and the District.
- B.** After the first four (4) weeks, the following procedure shall apply for vacant, changed or newly created routes:
  - 1.** Each vacant regular assignment shall be posted within the Transportation areas for three (3) days and filled the Monday following the final day of posting. All route vacancies shall be posted in the Transportation areas for three (3) days within five (5) working days of the route becoming available and filled the Monday following the final day of posting.
  - 2.** Employees applying for vacant assignments within their appropriate classification must include the following on the posted route announcement:
    - a.** Legible signature;
    - b.** Seniority number;
    - c.** If bidding for more than one (1) route, indicate priority of preference (1, 2, 3, 4, etc.)

3. Designated Union representatives shall be allowed to view assignments one day prior to posting.
  4. Employees shall be permitted no more than one (1) voluntary reassignment per classification per year unless said move increases the employee's hours. Such moves shall be granted on a department seniority basis. A copy of any such reassignment shall be provided to the Union upon request.
- C. Vacant assignments shall be considered as:
1. Routes that increase permanently five (5) hours or more per week;
  2. New or vacant routes equaling twenty (20) hours or more per week;
  3. Routes that decrease five (5) hours or more per week, except that:
    - a. The District may elect to maintain such a route in place (until the hours are restored by adding a run or runs) by providing the assigned employee the opportunity to work no less hours per week (than the original assignment hours) between Monday and Friday in the same manner as provided "three time out" employees in Article 23-3-C. Only the maintenance of route portion of this paragraph shall be utilized during the final four (4) weeks of the school year.
    - b. If no route restoration can be made before posting as a vacancy, the employee(s) may elect to retain the assignment as a reduced hour route. If the employee elects not to retain the reduced route then that route shall be posted as a vacancy.
  4. Routes of employees on Board approved leaves of absences.
- D. The District reserves the right to change an employee's route or run within a regular assignment within the appropriate classification to one of a similar time frame if it such change does not change the worksite or hour assignment in the following situations:
1. Route no longer needs the services of a Bus Monitor. Affected employees shall be given an explanation in writing as to the reasons for the change.
  2. Cancellation of runs within a route. Affected employees shall be given an explanation in writing as to the reasons for the change.
  3. When personality differences arise between the employee and another employee, school personnel, parents, and/or students, the department may reasonably reassign the employee if deemed to be in the best interest of both parties. In this case the employee shall be notified both verbally and in writing of the reason(s) for the reassignment. The created vacancy shall be filled through the established selection procedure.
  4. Routes lost through the implementation of 23-7-C.
- E. In the event that a change in an employee's regular route or non-posted reassignment results in a time change of five (5) hours or more, the employee shall be allowed an additional voluntary reassignment, provided Article 23-7-B has already been utilized.
- F. In the event no employee bids in accordance with Article 23-5 or 23-7, the least senior unassigned employee in the affected classification shall be assigned.

**23-8 Extra Duty Assignment**

- A. 1. Pre-scheduled (field trips and athletics) Extra Duty sign up sheets for use during the school year shall be posted the week prior, so that employees can indicate their intention to work.
- 2. Non-scheduled extra duty sign-up sheets will be posted daily so that employees may indicate their intention to work that same day.
- B. Extra Duty assignments shall be distributed by site to those employees indicating their intention to work (up to a maximum of 40 hours) in the following manner:
  - 1. Less than forty (40) hour employees (by department seniority on an annual rotating basis) unless availability is a factor.
  - 2. Other employees with less than forty hours estimated weekly accrual, unless availability is a factor.
  - 3. When all individuals in B-1 and B-2 above have been assigned up to forty hours, assignment shall be made in accord with Article 23-8-D.
- C. Employee(s) shall be paid at a rate of one and one-half (1-1/2) times their normal hourly rate for hours worked in excess of forty (40) hours per week.
- D. Overtime assignments shall be equitably distributed by site to those employees indicating an intention to work, starting with the employee with the most departmental seniority and proceeding downward on an annually rotating basis, unless availability is a factor.
- E. Extra Duty assignments shall be available for review by Union representatives upon request.
- F. Employees shall not be required to work any assignment outside their Driving Time Range, other than their normal route, and their normal route early out and late in. However, employees may be required to drive an assignment in cases of emergency where a child's well-being is involved, and providing no other qualified driver is immediately available.
- G. If there is a scheduling conflict and an employee can't work the regular assignment and his/her regular assignment early out or late in, the employee shall have the opportunity to work an alternate run(s) to complete his/her normal day's work hours. If an employee turns down the alternate run(s), that part of the regular assignment or early out or late in shall be deducted from that day's pay.
- H. Holiday overtime assignments shall be assigned by worksite to the most senior employee(s) in each classification who signs a special holiday sign-up sheet. (The extra duty run sign-up sheet shall not be used for holiday assignments). This special holiday sign-up sheet shall be posted prior to each holiday where transportation services are required. Assignments shall be made to employee(s) on a rotating basis over the entire school year.
- I. Extra Duty and holiday sheets shall be made available showing numbers of offered and accepted or refused assignments for Bus Drivers and Bus Monitors. Within the

framework of availability, the District shall attempt to equalize non-holiday field trips and athletics for those employees indicating a desire to work, by complying with Article 23-8-A.

**23-9 Bus Discipline**

- A.** It is the intent of both parties that this procedure be consistently applied to insure the safety and well-being of students who receive District provided transportation.
- B.** School principals shall be responsible for seeing that all students enrolled in their school, who are eligible for District transportation, receive a copy of the "School Bus Safety and Your Child" letter at the time of registration. Furthermore, Principals shall be responsible to effectively discipline students who violate bus discipline procedures in a timely manner. (See Appendix III).
- C.** In any case, parents or guardians shall be notified by the appropriate administrator when their child has violated the Bus Discipline Procedure and/or has had any disciplinary action recommended to be taken against them. If notified by phone, parents or guardians shall be informed of the severity of the infraction(s) and type of action recommended. In addition, parents or guardians shall be mailed their copy of the Bus Conduct Report within the specified time limitation described herein.
- D.** The Driver or Bus Monitor shall keep their copy at a time of referral and deliver the remaining four (4) copies to the appropriate school administrator using the field safety supervisors for assistance and advocacy, when possible. The administrator shall within four (4) days from the date of referral, forward the copies with a response to their appropriate designation. (See Appendix IV).
- E.** Upon receipt of the appropriate administrator's response, the Director of Transportation or designee shall make known, as soon as possible, to the referring Driver or Bus Monitor, the administrator's response.
- F.** If a passenger becomes so unruly as to present immediate danger to the health and safety of other passengers, the Driver shall park the vehicle in an area reasonably free of traffic. The Driver shall immediately contact the Department of Transportation and wait for the appropriate authority(ies) to arrive and determine the type of disciplinary action to be taken. The Transportation Department shall ensure that assistance is available on call for the entire time that buses are scheduled to run. If the unruly passenger is an Exceptional Education student, the appropriate administrator shall be notified immediately by the Transportation Department. The administrator shall within four (4) days inform the Driver(s) and/or Bus Monitor(s) about the behavior plan recommended.
- G.** When an Exceptional Education student has a discipline problem on a school bus, the appropriate administrator shall be informed immediately and the behavior plan shall be written in conjunction with the Individual Education Plan (I.E.P.). Drivers and Bus Monitors shall be provided eight (8) hours inservice training in behavioral and medical problems of Exceptional Education students each school year. A fifteen (15) minute period shall be allowed when possible after the A.M. and before the P.M. routes for

discussion of behavior programs and problems of Exceptional Education students. These discussions shall be between Driver(s) and/or Bus Monitor(s) and Exceptional Education students' teachers and/or administrators.

- H.** When an administrator suspends a student from the bus, the Director of Transportation and/or designee, shall be informed immediately of the time involved and the student's name. The Director and/or designee shall in turn immediately notify the affected Driver(s) and/or Bus Monitor(s) of the suspension.
  - I.** For any student known to be aggressive to others or himself and any student with a medical disability that may require emergency help, i.e. diabetic, wheelchair, epileptic, hypoglycemic, heart patient, emotionally out-of-control, breathing problems, etc., the Driver(s) or Bus Monitor(s) shall have the disability marked on the route card beside the student's name.
  - J.** In addition, if the run or route requires a Bus Monitor(s), that route or run card shall be marked at the top of the route card in red pencil as needing a Bus Monitor(s).
  - K.** Under the Bus Conduct Report and Executive Manager's letter, if a first infraction is severe enough, i.e. hitting or throwing things at or on a Driver/Bus Monitor, Transportation Monitor or other student, suspension may be warranted as a first step.
  - L.** A Driver/Bus Monitor who believes the administrator's decision to be inadequate or unfair shall have the right, with Union representation, to consult with the site administrator and/or Director of Transportation and/or designee.
  - M.** The District may request that the Union meet with the District representative to re-negotiate this Article upon thirty (30) days written notification.
- 23-10**
- A.** Bus drivers shall be provided a paid twenty (20) minutes prior to leave garage time at the start of each day, ten (10) minutes prior to each subsequent leave garage time, five minutes following each return to garage time, and fifteen (15) minutes after completion of the final day's run for performing such duties as fueling/cleaning of vehicle, doing necessary reports and forms, and post-trip inspections. Employees shall not be expected or required to perform duty assignments on their own non-paid time.
  - B.** Bus monitors shall be provided a paid ten (10) minutes prior to each leave garage time, and a paid five (5) minutes following each return to garage time.
- 23-11** The District shall provide and maintain in proper working order a telephone at each worksite for local calls only for the use of the employees.
- 23-12** The District shall make a concerted effort to assign available work to the job classification that is most appropriate, and only in cases when the appropriate classification is not available, assign work to other employees by departmental seniority.
- 23-13**
- A.** The District shall provide to each transportation employee, a copy of the Transportation Department Handbook for Bus Drivers and Monitors, and the Arizona Department of Transportation Motor Vehicle Minimum Standards for School Buses

and School Bus Drivers, R-17-4-501 A.,1., when available. Thereafter, copies of updates shall be furnished as available.

**B.** The Department shall have available for review a copy of all applicable State and Federal laws as regularly kept by the Transportation Department.

**23-14** The time period for Transportation employees to take their required annual physical for the next school year shall be posted a minimum of two weeks before the end of school. Employees shall be notified within five (5) days of the District's receipt of information indicating a concern about their work status.

**23-14** **EFFECTIVE JULY 1, 2004:**  
The time period for Transportation employees to take their required **biennial (every 2 years)** physical for the next school year shall be posted a minimum of two weeks before the end of school. Employees shall be notified within five (5) days of the District's receipt of information indicating a concern about their work status.

**23-15** The Transportation Department shall provide appropriate supplies and equipment in sufficient quantity to clean and maintain vehicles.

**23-16** Drivers and Monitors shall be trained in wheelchair tie downs, lifts, radio and brakes prior to assignment.

**23-17** All bus drivers and monitors shall be admitted without charge to all District events held at District facilities, when transporting students to those events.

**ARTICLE TWENTY-FOUR**

**LEAVES OF ABSENCE WITH PAY**

**24-1 Sick Leave Eligibility**

All employees (full-time and part-time) covered by this agreement shall be eligible for leaves with pay as described in the sections below:

**24-2 Sick Leave Accrual**

**A.** Sick leave accrual shall be awarded to all members of the bargaining unit, without limit, based on the number of regularly assigned daily hours at the following rates:

	<b>Sick Leave</b>
12-month employees	8 days a year
10-month employees	6 days a year
9-1/2 month	6 days a year

**B.** Sick leave hours as identified above are credited on no less than a monthly accrual basis.

**C.** 1) An employee is required to notify his/her immediate supervisor(s) or designee(s) of a necessary sick leave absence at least one-half (1/2) hour prior to the start of the employee's work day.

- 2) In addition to 1) above, Site Custodians for Elementary and Middle Schools are required to notify his/her immediate supervisor(s) or designee(s) and Security (day shift) of a necessary sick leave absence at least one-half (1/2) hour prior to the start of the employee's work day.
  - 3) Each supervisor of Blue Collar employees shall provide each employee under his/her direction the written telephone number of the immediate supervisor or designee the employee must notify.
- D.** An employee who leaves his/her assignment before the work day is finished or starts the work day late due to illness or medical appointments, shall have his/her absence time charged to sick leave to the nearest quarter hour.

### **24-3 Sick Leave Usage**

#### **A. Illness**

1. Sick leave may be used at the employee's discretion when he/she is too ill to perform the duties of the job or when a member of his/her immediate family is ill enough to require the employee's attention, or for verified doctor appointments. For purposes of sick leave, immediate family is defined as spouse, child, a child to whom the employee stands in place of a parent or if employee has guardianship, or a parent that resides in the employee's house.
2. A written statement from the treating physician shall be required by the District to substantiate an absence due to an employee's illness or for illness within the employee's immediate family if the absence is more than three (3) consecutive days duration. The District may require a written statement from the treating physician to substantiate any sick leave absence, including those of less than three (3) days, when there is a reasonable doubt as to the proper use of sick leave.

#### **B. Bereavement**

In the event of death in the immediate family of an employee, the employee may take up to five (5) days of sick leave to include necessary travel time, excluding weekends. Additional days may be granted at the discretion of the Department Head or Regional Assistant Superintendent. For purpose of this paragraph, immediate family is defined as parents, foster parents, step-parents, spouse, child, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, aunt, uncle, a child to whom the employee stands in place of a parent or if employee has guardianship, or a person in the metropolitan area for whom the employee has major responsibility.

### **24-4 Personal Leave Accrual**

- A.** At the beginning of every school year, each employee shall be credited with five (5) days to be used for the employee's personal leave. Personal leave for Transportation monitors and bus drivers shall be determined by regular assignment hours at initial selection process.

- B. All unused personal leave shall be made part of the employee's accumulated sick leave at the end of each fiscal year. New employees whose entry day to the District is other than July 1, shall have their personal leave pro-rated.

**24-5 Personal Leave Usage**

- A. Personal leave days may not be taken the day immediately prior to or after a holiday or vacation unless approved by the immediate supervisor. An employee planning to use a personal day or days shall notify his/her immediate supervisor at least one (1) day in advance except in cases of emergency. The immediate supervisor may deny a personal leave day if critical work cannot be completed by the remaining work force.
- B. Personal leave may not be taken during the first week, last week, or in the week prior to the start of school unless approved by the employee's immediate supervisor.
- C. In the Transportation Department, personal leaves may be limited on a reasonable basis to insure proper staffing of all routes on any given day but in no event shall personal leaves be limited to less than two (2) each at the central, east, and west side facilities on a given day. Requests for Personal Leave shall be granted on a first come first served basis.

**24-6 Vacation Leave Eligibility**

In order to be eligible, an employee must hold a regular part-time or full-time twelve-month position in order to accumulate vacation.

**24-7 Vacation Leave Accrual**

- A. Years of service shall be calculated from the employee's date of hire as defined in Article 1-8 or with any adjustment as a result of an unpaid leave of absence.
- B. An employee shall earn vacation at the rate of ten (10) days annually for the completion of one (1) and two (2) years of service.
- C. Upon completion of three (3) and four (4) years of service, an employee shall earn fifteen (15) days annually.
- D. Upon completion of five (5) or more years of service, an employee shall earn twenty (20) days annually.
- E. A twelve (12) month employee may accumulate up to and no more than thirty (30) days
- F. If a nine and one-half (9-1/2) or ten (10) month contract employee is transferred to a twelve (12) month position, the employee shall accrue his/her vacation from the first day in the new assignment, at the vacation accrual rate equal to the years of service in the District as defined in Article 1-8.

**24-8 Vacation Leave Usage**

- A. An employee shall not be compensated for accumulated vacation leave in excess of 280 hours (or pro-rated cap) unless the employee has requested vacation leave (in writing) and the request has been denied by the District, and such denial would result in the employee forfeiting all or a portion of their accumulated vacation leave.

**24-8-A EFFECTIVE JULY 1, 2004:**

An employee shall not be compensated for accumulated vacation leave in excess of 280 hours (or pro-rated cap) unless the employee has requested vacation leave (in writing) and the request has been denied by the District, and such denial would result in the employee forfeiting all or a portion of their accumulated vacation leave.

- B. If a holiday occurs during an employee's vacation, said holiday shall not be deducted from accumulated vacation leave.
- C. If work load permits, vacation leave shall be granted for those requests submitted in writing by an employee at least ten (10) days prior to the leave. If the nature of the work makes it necessary to limit the number of employees on vacation leave at the same time, the employee with the greater District seniority shall be given his/her choice of vacation in event of conflict. The District may require employees to take leave time at times determined by the District in order to accommodate summer maintenance scheduling or temporary, complete or partial closing of various work sites. In such event, employees who do not have the vacation accumulation required for the scheduled closing shall have the option of temporary transfer (if another position is available in the classification) or unpaid leave. However, should the employee choose to take an unpaid leave during a time that coincides with a holiday period, the employee shall be paid for the holidays provided for in Article 29.

The immediate supervisor shall grant or deny in writing a vacation request within ten (10) days of receipt and a copy of any denial shall be forwarded to the Human Resources Department. Employees may request vacation leave on shorter than ten (10) days notice and for periods of vacation shorter than five (5) days. The immediate supervisor may grant leave on short notice or for short periods.

**24-9 Transfer of Sick Leave Days**

- A. In order to acknowledge the accumulation of sick leave, 9-1/2, 10, and 10-1/2 month employees may transfer up to five (5) days of sick leave to their personal leave balance and 12 month employees may transfer up to five (5) days of sick leave to their vacation balance during any contract year provided the employee has accumulated at least 30 days of sick leave; and
- B. Transfer of sick leave accrual may be made in the following manner:

<b>Days of Sick Leave Used During Prior Contract Year</b>	<b>Maximum Days to Transfer</b>
0-2	5
3	3
4	1

- C. Transfers of sick leave can only be initiated at the employee's written request to the Human Resources/Absence Section, during the month of September each year. The limit on number of allowable vacation days as defined in Article 24-8 applies to the transfer amount as well.
- D. This benefit may be received only once annually by an employee and is not available to employees discharged for just cause.

**24-10 Jury Duty/Litigation**

- A. Employees subpoenaed for jury duty or as a witness shall not suffer loss of earnings as a result of such service. An employee may choose: 1) to keep his/her jury duty pay and have his/her pay docked an equal amount; or, 2) in cases where jury duty pay exceeds the employee's daily rate, he/she may use a personal leave day or be docked at his/her daily rate, instead of using a jury code for those days.
- B. Employees subpoenaed for jury duty shall submit a copy of the jury summons to his/her immediate supervisor and inform the supervisor of his/her choice regarding jury duty pay prior to jury duty service. Absence forms shall be submitted in the pay period while serving as a juror. No receipt need be submitted with the absence sheet if the employee chooses to take a pay dock or a personal leave day.
- C. Absences due to litigation while the employee is either a plaintiff or a defendant must be charged to personal leave, vacation, or dock, and may be taken before or after a holiday. The subpoena, or photostat thereof, must be provided to the employee's immediate supervisor.

**24-11 Military Leave**

Employees shall receive pay for all days during which they are employed in training duty under orders with any branch of the armed forces for a period not to exceed thirty days in any two consecutive years. For purposes of this article only the term "year" means the fiscal year of the U.S. Government (A.R.S. 38-610).

**24-12 Industrial Illness or Injury**

- A. In the event of absence due to injury on the job, the District shall pay, while accumulated sick leave lasts, the necessary amounts above the monies received by the employee from the District Self Insurance Worker's Compensation Fund. Employees injured on the job may choose to work on "limited duty" upon the recommendation of the District industrial physician or the employee's personal physician. Such "limited duty" may be in any classification so designated by the District for which the employee is able to perform and shall be paid at the rate at the time of the injury, and shall advance their yearly salary if applicable.
- B. Upon the termination of this unpaid leave of absence of twelve (12) months or less, the employee, if he/she has not been subject to layoff, shall be restored to his/her previous position, grade and step. This type of leave shall not be considered a break in service.

- C. Except as provided in D below, an employee whose paid leave exceeds twelve (12) months, and who has not been subject to layoff, shall be restored to his/her previous position, grade and step if the position is available. If the previous position has been filled, the employee shall be placed first in another position in the same classification, if one is available, or, second, if none in the classification is available, in another available position the employee can perform, at no less pay than in the previous position.
- D. If the employee is not returned to a position in his/her previous classification, the employee shall be transferred into the first available opening occurring in the previous classification.
- E. When an employee has been released from an industrial injury with a permanent disability preventing him/her from performing the duties of his/her previous job classification, the District shall attempt to find a position for which the employee can qualify, and in which reasonable accommodations can be made for the disability. In such a placement, the employee shall be paid the appropriate rate for the position.
- F. Within four (4) weeks of return to work, an employee may make arrangements with Payroll to buy back sick leave used for an on-the-job injury.

**24-13 Compensation**

Leaves of absence with pay shall be compensated at a level equal to the normal hourly rate of pay.

**24-14 Released Time**

Released time may be granted to attend an approved conference or convention which would enhance an employee's performance. First consideration shall be given to employees participating or presenting in the conference. Released time must be requested at least one (1) week before in-state meetings, and out-of-state forms must be submitted before the second Tuesday of the month for Board approval prior to the conference.

**24-15 Medical Leave Assistance Program**

- A. Employees who have depleted their accrued sick and personal leave as a result of serious illness or injury may request access to the Medical Leave Assistance Program by submitting a form to the Executive Director of Human Resources asking to receive donations of sick leave from other employees. Serious illness or injury is defined as a "non work related" illness or injury that is anticipated to last for the continuous period of time of four or more weeks, as verified by a licensed health care practitioner.
- B. The donor employee may donate a maximum of five (5) sick leave days annually and may only donate if he/she has thirty (30) or more days of accumulated sick leave. The donor employee shall designate the donation in the name of the employee to receive the donation.
- C. The recipient employee shall be credited with the number of days donated, up to a maximum of one week after their projected return to work. Days donated in excess of this amount shall be held in reserve and credited to the employee only if needed. If not

needed, days in excess of one week beyond the original amount requested shall be restored to the donor(s). Days of leave, not the actual wage of the donor employee, shall be donated.

- D.** No employee shall be eligible for the Medical Leave Assistance Program after he/she qualifies for long-term or short-term disability coverage.

**24-16** When it has been determined by an employee's supervisor that an employee has been physically assaulted by a student, the employee will be allowed up to two (2) days leave not charged to the employee.

## **ARTICLE TWENTY-FIVE**

### **LEAVES OF ABSENCE WITHOUT PAY**

#### **25-1 Eligibility**

- A.** Any regular employee who has completed the required probationary period in the District may request a leave of absence without pay for any length of time up to one (1) year for reasons of:
  1. Health (including rehabilitation and court-ordered detention in connection with rehabilitation);
  2. To attend an accredited institution of higher learning;
  3. New infant care or elderly parent care that resides in the employee's household;
  4. Bona fide Union business; or
  5. Military service.

All requests for such leaves of absence without pay shall be submitted to the Governing Board for approval.

- B.** Requests for medical leave shall be accompanied by a doctor's verification of the illness or disability and projected date of return to work.
- C.** Notification of intention to resume employment by the employee must be made in writing thirty (30) calendar days prior to date of return.
- D.** An employee on unpaid leave of absence shall be allowed to continue insurance coverage in the program in which the employee is enrolled, provided the employee notifies the District of his/her desire to continue, and pays the premiums for the insurance and other benefits at his/her expense. Any employee so notifying the District shall be provided with information regarding premium payment amounts and due dates.
- E.** Positions held by employees on leave status lasting over twelve (12) months shall be considered vacancies and posted for bid. When it is known a leave shall extend beyond twelve (12) months, the position may be posted after the end of the eleventh (11) month.
- F.** Induction into the military for an extended period of time shall not be at the District's expense; however, upon return, he/she shall be placed in his/her former or comparable position, in accord with 38 U.S.C. §43d, et. Seq.

**25-2 Short Term Leaves**

**A. Medical**

An employee who has exhausted accumulated sick leave, personal leave, and vacation leave, yet is medically unable to return to work, shall be allowed up to thirty (30) days on an off-duty pay status. During this off-duty pay status, the District shall continue to pay premiums on its portion of District-sponsored insurance plans in which the employee was enrolled at the beginning of his/her off-duty pay status.

Requests for medical leave shall be in writing and accompanied by a doctor's verification of the illness or disability and projected date of return to work.

**B. Emergency**

A leave occasioned by urgent personal or family reasons may be granted upon written application by the employee and approval by the District. Such leaves are not to exceed thirty (30) days and shall be approved only in unusual situations clearly requiring the presence of the employee away from work. Upon approval by the District, an additional fifteen (15) days may be granted at the expiration of this thirty (30) day period. In no event shall an employee receive more than forty-five (45) days of emergency leave in the contract year. If the employee should need additional unpaid time off during the school year, then he/she shall follow the procedure identified in Article 25-1.

Employees who take emergency leave are considered to be on an off-pay status and are not compensated for time off (including holiday pay) until they return to active status.

C. 25-2-A, Medical (above), and 25-4, Family Leave (below) may not be used in conjunction with each other.

**25-3 Maintenance of Position**

Upon termination of any of the unpaid leaves of absence above, the employee, if he/she has not been subject to layoff, shall be restored to his/her previous position, grade and step. If the position has been eliminated, the employee shall be placed in another position in the same classification, based upon his/her classification seniority. If classification seniority does not entitle the employee to a position in the classification then the Involuntary Work Adjustment Article 17 shall apply.

Seniority shall not accrue during the unpaid leave of absence above, but shall be restored at the level prior to the leave of absence. During leaves of absence without pay, an employee shall have the option of continuing any and all District-sponsored insurance programs in which the employee is enrolled, provided the employee notified the District of his/her desire to continue, and pays the premiums for the desired insurance, except that provided for in Articles 24-11 and 25-2-A.

**25-4 Family Leave**

A. A full-time employee who has one year in the District shall be allowed up to 12 weeks of unpaid leave for the following reasons:

- 1) birth of a child and first year of child care;
- 2) adoption or foster placement of a child; or
- 3) illness of the employee, spouse, parent or child.

- B. During this unpaid leave, the District shall continue to pay premiums on its portion of District-sponsored medical insurance in which the employee was enrolled at the beginning of the leave.
- C. Requests for Family Leave shall be accompanied by the appropriate documentation.
- D. 25-2-A, Medical (above), and 25-4, Family Leave may not be used in conjunction with each other.

## ARTICLE TWENTY-SIX

### HOURS OF WORK

**26-1** Each employee is entitled to consecutive calendar days off during the work week which shall be two (2) calendar days when working an eight (8) hour normal work day, and three (3) calendar days when working a ten (10) hour normal work day.

**26-2** Each employee working at least five (5) hours a day on a regular basis shall be entitled to a duty-free lunch period. Lunch period may be interrupted in cases of emergency.

**26-3** An employee working ten (10) hours a day shall be allowed a twenty (20) minute paid uninterrupted break, each one-half (1/2) shift.

An employee working six (6) to eight (8) hours a day shall be allowed an uninterrupted fifteen (15) minute paid break, each one-half (1/2) shift. An employee working four (4) to six (6) hours a day shall be allowed one fifteen (15) minute uninterrupted break daily.

Breaks may be interrupted if deemed necessary by an appropriate authority in order to protect the health and safety of students, employees and/or the public and to protect District facilities. Breaks shall not be unreasonably interrupted.

Breaks may not be accumulated or saved to be used at a later time.

**26-4** **Show-up Pay**  
When an employee reports to work and is sent home for that day due to an Act of God or through no fault of their own, he/she shall receive a minimum of two (2) hours pay at the employee's regular rate of pay.

**26-5** **Call Back Pay**  
An employee who has finished his/her daily assignment and left the place of employment and is later called back by his/her immediate supervisor shall be compensated for three (3) hours or actual time worked, whichever is greater.

**26-6** **Overtime**  
A. At the District's discretion, employees may be either paid at the premium rate of time and one-half for hours worked in excess of forty (40) hours per week, or in lieu of time and one-half pay, may be given comp time off at the premium rate of time and one-half. Advanced approval to work overtime must be received from the employee's supervisor. If, during the term of this agreement, FLSA rules change to prohibit an employer's discretion to pay "compensatory" time in lieu of one and a half (1-1/2) times pay, the District shall comply with the law.

- B. Any period worked beyond forty (40) hours of the employee's scheduled work week must be authorized in writing by the immediate supervisor, following administrative procedures, prior to that work period. However, authorization for the Transportation Department and Facilities Management may be given orally by a departmental supervisor.
- C. When a vacation day or paid holiday occurs within the work week, whether worked or not, or when a comp day is taken, that day shall count as a consecutive day worked for the purpose of calculating overtime.
- D. Overtime assignments at worksites shall be posted in a place accessible to employees and distributed equally among those worksite employees who volunteer for overtime. The immediate supervisor shall be responsible for maintaining an overtime volunteer list in order of classification seniority.
- E. Overtime assignments shall be available for review by Union representatives upon request.

**26-7 Involuntary Overtime**

To assure effective operation at all school facilities, the District reserves the right, in the absence of volunteers, to assign overtime on an involuntary basis to the employees at the worksite/unit with the least bargaining unit seniority. However, notwithstanding the provisions of the sentence just preceding, in cases of emergency the District may assign overtime to the first available employee qualified to perform the required services.

**26-8 Work Schedule Review for Facilities Support Services**

Section supervisors shall meet with their respective crew chiefs prior to summer and fall seasons to identify parameters for work schedules (start times) and shall provide the start times to all employees within each of the sections and allow them to designate a preference. All recommendations shall be submitted to the Director of Facilities Support Services for final review, determination, and implementation.

**26-9 Meetings Scheduled by Supervisor**

When supervisors schedule meetings with employees to discuss job-related concerns during non-pay time, employees shall receive their regular rate of pay for such time. If, as a result, the employee works over 40 qualified hours/week (actual hours worked plus vacation, holiday, and/or comp time), he/she shall be entitled to overtime or comp time at overtime rate.

**ARTICLE TWENTY-SEVEN**

**PROFESSIONAL DEVELOPMENT PROGRAM**

- 27-1 Employees may, upon meeting appropriate criteria, receive a maximum of six (6) step increases in their grade on the salary schedule for credits received from an accredited community college, college or university, technical or trade school, or credits received from the participation in training, courses, seminars, etc.
- 27-2 When an employee accumulates six (6) appropriate credits, he/she is eligible to apply for advancement of one step on the salary schedule.
- 27-3 An employee who has previously received a step increase on the salary schedule because of submission of six (6) approved credits, may apply for additional step increases on the salary

schedule by submitting to the District six (6) approved credits, exclusive of credits previously used for a step increase. An employee may move one (1) step per year under this provision.

- 27-4 All credits submitted to the District for a step increase must be earned during the employee's most recent, continuous date of employment with the District. Credits submitted for step increase under the Educational Improvement Incentive Program shall be evaluated to determine if the credits meet the requirements of applicability to classifications within the bargaining unit.
- 27-5 An employee who has previously submitted nine (9) units from the most recent date of hire and has received an educational step advancement will be credited with three (3) units towards future education step advancement.
- 27-6 In order to receive salary increments for a current contract year under this Article, the sixth credit must have been earned prior to the employee's first day of duty in the current fiscal year, and official transcripts must be submitted to the Exec. Director of Human Resources before November 1. Increases in pay under this provision shall be made retroactive to the first day of duty in the current fiscal year.
- 27-7 Training paid for by the District shall not be considered for credit. Other training courses or seminars shall be reviewed by the Union and the District prior to the course being taken to determine eligibility.

**EFFECTIVE JULY 1, 2004, PROFESSIONAL DEVELOPMENT PROGRAM:**

- 27-1 **Employees, upon meeting appropriate criteria, may receive a maximum of nine (9) step increases in their grade on the salary schedule for credits received from an accredited community college, college or university, technical or trade school; and/or credits received from the participation in District-approved educational opportunities directly related to the employee's current position (study groups, conferences, workshops, and trainings that are pre-approved by the office of Professional Development and Academics.) Those courses, study groups and activities that have been approved since July 1, 2002 will continue to be accepted for professional development credit.**
- 27-2 When an employee accumulates six (6) appropriate credits, he/she is eligible to apply for advancement of one step on the salary schedule.
- 27-3 An employee who has previously received a step increase on the salary schedule because of submission of six (6) approved credits, may apply for additional step increases on the salary schedule by submitting to the District six (6) approved credits, exclusive of credits previously used for a step increase. An employee may move one (1) step per year under this provision.
- 27-4 All credits submitted to the District for a step increase must be earned during the employee's most recent, continuous date of employment with the District. Credits submitted for step increase under the Educational Improvement Incentive Program shall be evaluated to determine if the credits meet the requirements of applicability to classifications within the bargaining unit.
- 27-5 In order to receive salary increments for a current contract year under this Article, the sixth credit must have been earned prior to the employee's first day of duty in the current fiscal year, and official transcripts must be submitted to the Exec. Director of Human Resources before

November 1. Increases in pay under this provision shall be made retroactive to the first day of duty in the current fiscal year.

- 27-6** Training paid for by the District shall not be considered for credit. Other training courses or seminars shall be reviewed by the Union and the District prior to the course being taken to determine eligibility.

## ARTICLE TWENTY-EIGHT

### FRINGE BENEFITS

#### 28-1 Medical Insurance

##### A. FOR 2003-2004:

1. For the 2003-2004 school year only, the District shall pay 100% of the medical insurance premium for each full-time eligible (as determined by the insurance provider) employee who elects coverage for District-sponsored single coverage insurance.
2. Subject to 28-1-A-3 below and for the 2003-2004 school year only, to the extent that 100% of coverage for a current employee costs less than \$1,200, or the employee declines coverage, the amount of the difference may be used towards the plan for dental coverage or vision care coverage for the employee, dependent health, or employee income protection insurance.
3. Employees hired after July 1, 2001, and any other employee not presently enrolled are not eligible for the option (in 28-1-A-2 above) of declining coverage and using the difference for other options. Employees may choose to purchase the options described in 28-1-A-2 above at their own expense.
4. In addition, the District shall pay annually \$385.00 toward dependent medical insurance premiums for those employees electing dependent coverage.
5. Regular, part-time bus drivers, Trans. monitors, Trans. student care monitors, and Trans. bus washers with less than six hour assignments shall be considered full-time employees for the purposes of this Article.

##### B. EFFECTIVE JULY 1, 2004:

1. For 2004-05, the District shall pay 100% of the HMO medical insurance premium for each full-time eligible (as determined by the insurance provider) employee who elects coverage for District-sponsored single coverage insurance.
2. Subject to **28-1-B-1** above and for the **2004-2005** school year only, to the extent that 100% of HMO coverage for a current employee costs less than \$1,200, or the employee declines coverage, the amount of the difference may be used towards the plan for dental coverage or vision care coverage for the employee, dependent health, or employee income protection insurance.
3. Employees hired after July 1, 2001, and any other employee not presently enrolled are not eligible for the option (in 28-1-B-2 above) of declining coverage and using the difference for other options. Employees may choose to purchase the options described in 28-1-B-2 above at their own expense.

4. **For the 2004-05 school year, employees who are currently enrolled in POS and PPO insurance plans (Point of Service and Preferred Provider Organization) shall be allowed to continue that plan for 2004-05 at District expense. This benefit will only be made available to those employees enrolled in either the PPO or POS plans as of the day following ratification of this Agreement by AFSCME (FEBRUARY 23, 2004).**
5. In addition, the District shall pay annually **\$800** toward dependent medical insurance premiums for those employees electing dependent coverage.
6. Regular, part-time bus drivers, Trans. monitors, Trans. student care monitors, and Trans. bus washers with less than six hour assignments shall be considered full-time employees for the purposes of this Article.

**C. Part-Time Employees**

1. **FOR 2003-04:** The District shall pay 50% of the medical insurance premiums for District-sponsored single coverage insurance for each part-time eligible employee (as determined by the insurance provider) who elects coverage. In addition, the District shall pay annually \$192.50 toward dependent medical insurance premiums for those employees electing dependent coverage.

**EFFECTIVE JULY 1, 2004:**

2. **For 2004-05,** the District shall pay 50% of the HMO medical insurance premiums for District-sponsored single coverage insurance for each part-time eligible employee (as determined by the insurance provider) who elects coverage. In addition, the District shall pay annually **\$400** toward dependent medical insurance premiums for those employees electing dependent coverage.
3. **FOR 2004-05:** Part-time employees who are currently enrolled in POS and PPO insurance plans (Point of Service and Preferred Provider Organization) shall be allowed to continue that plan with the District paying 50% of the cost. This benefit will only be made available to those employees enrolled in either the PPO or POS plans as of the day following ratification of this Agreement by AFSCME (FEBRUARY 23, 2004).

**28-2 Open Enrollment**

At least once per school year, an employee shall have the opportunity to select his/her insurance coverage. Any open enrollment period shall occur between the dates of September and June, and shall be at least thirty (30) calendar days in duration.

**28-3 Newly Eligible Employees**

A newly eligible employee (one who has not previously been eligible for District insurance as a continuing TUSD employee in any capacity) shall be provided at least thirty (30) calendar days to select his/her health insurance programs. If he/she declines to participate in any District insurance programs, he/she shall so indicate the refusal on the enrollment form.

**28-4 Termination of Coverage**

For twelve (12) month employees, and for employees working less than twelve (12) months who terminate before the last duty day of their current contract, termination of employment shall terminate the District's further contribution to District-sponsored single coverage medical insurance.

**28-5 District Contribution**

District contribution to the District-sponsored single coverage medical insurance is pro-rated for new employees based upon the portion of the contract year the employee works.

**28-6 Life Insurance**

- A. **For 2003-04:** The District shall provide each employee with a \$10,000 term Life Insurance Policy. In addition, employees shall have the option of purchasing additional term life insurance by payment of the premiums utilized from any balance left in the \$1,200 District contribution, or at their own expense.
- B. **EFFECTIVE JULY 1, 2004: All full-time employees shall be provided at District expense with a term life insurance policy equal to the employee's base salary, for the 2004-05 school year, but not less than \$10,000. Part-time employees shall receive at District expense, a term life insurance policy equal to half of the employee's base salary for 2004-05, but not less than \$5000. Employees shall have the option of purchasing additional term life insurance at his/her own expense.**

**28-7 Insurance Selection Committee**

One employee (or an alternate) selected by the Union shall sit on the Insurance Carrier selection committee.

**28-8 Mileage Allowance**

Employees who have prior authorization and are required to utilize their own vehicle in the performance of District duties or to transport themselves or District equipment to worksites other than their initially scheduled regularly assigned worksites, shall receive reimbursement as set by the Board for miles driven from the permanently assigned worksite to all other sites, including the distance between temporary worksites.

**ARTICLE TWENTY-NINE**

**HOLIDAYS**

- 29-1** All regular twelve-month employees shall be granted the following paid holidays, provided the employee was on-pay status during any portion of his/her regular work day of his/her regular assignment immediately preceding or succeeding the holiday.

Independence Day	(1)
Labor Day	(1)
Veterans' Day	(1)
Thanksgiving	(2)
Winter	(2)
New Year's	(2)
Martin Luther King Day	(1)
Rodeo	(2)
Spring	(1)
Memorial Day	(1)

**29-2** All regular nine and a half (9-1/2) and ten (10) month employees shall be granted the following paid holidays with the same on-pay status restrictions as described above:

Labor Day	(1)
Veterans' Day	(1)
Thanksgiving	(2)
Winter	(10)
Martin Luther King Day	(1)
Rodeo	(2)
Spring	(3)

**29-3** An employee required to work on a holiday shall be compensated at one and a half (1-1/2) times their normal rate of pay in addition to the paid holiday itself.

**29-4 Paid Duty Days**

Regular full and part-time Transportation employees shall be scheduled for inservice three (3) days during the year.

A Bus Driver Road-ee may be scheduled by the Transportation Department. If scheduled, attendance by Transportation employees is optional as it is not an inservice day. If not scheduled, employees shall have the option of reporting to work, taking a Personal Leave Day, or being on off-pay status.

**ARTICLE THIRTY**

**SEPARATION BENEFITS**

**30-1 Severance Pay**

An employee legally separating with 15 or more years of continuous service in the District shall be paid a length of service stipend amounting to .006 times the last year's salary times the employee's years of service.

**30-2 Insurance Conversion for Retired Employees**

For the purpose of continuing in the medical insurance program upon retirement, the definitions of "Retired Employee" status shall be:

1. Normal retirement - entitled to benefits from Arizona State Retirement funds and/or Social Security (age no factor, conditional upon current legislation).
2. Disability retirement - entitled to disability benefits from State Retirement funds and/or Social Security (age no factor, conditional upon their regulations).

3. Early retirement - entitled to coverage if eligible for retirement under the Arizona State Retirement System. This could occur at age 50 with five (5) years employment.
4. Retired employees must pay premiums pursuant to District regulations.

### 30-3 **Optional Sick Leave Pay at Separation**

- A. Effective 07/01/2000, after ten (10) consecutive years of service in the Tucson Unified School District, employees who are members of the bargaining unit as of the effective date of the agreement, or who become members after the effective date of the agreement, may elect to receive pay for unused sick leave instead of the service stipend by making written application to the District's Executive Director of Human Resources. Written application shall be given by March 15 of each year.
- B. The District shall provide a payment for unused sick leave to employees upon separation in accord with the following: The amount of payment shall be 2/3rds of the base salary hourly rate of pay for Step 1 of the grade level of the employee at separation, times the number of sick leave hours accrued in excess of 600 hours (to a maximum of 1500 hours paid) through the date of separation. Payment shall be included in the last payroll in that fiscal year or the first payroll of the following fiscal year, at the District's option. All legally required deductions shall be taken from the incentive payment including the employee's contribution to the State Retirement Fund, if any. The rights contained in this paragraph are not considered vested rights.
- C. If an employee is eligible for the separation incentive but dies before the payment is made, said payment shall be paid to the estate of the deceased.

### 30-4 **Restrictions**

Upon separation, an employee must choose to receive either the service stipend or pay for unused sick leave. Under no circumstances shall an employee receive both a service stipend and pay for unused sick leave.

## **ARTICLE THIRTY-ONE**

### **WAGES**

#### **31-1 A. EFFECTIVE JULY 1, 2003:**

1. The salary schedule shall be as listed in Appendix V, and shall reflect an increase of **thirteen (13¢)** per hour for every grade and step. Eligible employees shall advance one step on the salary schedule.
2. Employees who are "topped out" (those unable to move a full step) and "red-circled" shall receive an additional **thirty-five (35¢)** cents per hour increase.
3. **Eligible employees are those Blue Collar employees who are employed as of July 1, 2003.**

#### **B EFFECTIVE JULY 1, 2004:**

1. The salary schedule shall be as listed in Appendix VI, and shall reflect an increase of **thirty-four (34¢)** cents per hour for every grade and step. Eligible employees shall advance one step on the salary schedule.
2. Employees who are "topped out" (those unable to move a full step) "red-circled" shall receive an additional **fifty (50¢)** cents per hour increase.
3. Eligible employees are those Blue Collar employees who are employed as of July 1, 2004.

**31-2 Longevity Stipend**

**A.** Length of service beyond the number of years covered by the schedule of salaries shall be recognized by adding to the employee's salary as follows:

In the 11th through 15 <sup>th</sup> year	25¢/hour
In the 16th through 20th year	35¢/hour
In the 21st through 25th year	45¢/hour
In the 26th through 30th year	55¢/hour
In the 31st through the 35th year	65¢/hour
In the 36th year and thereafter	75¢/hour

These amounts are based on years of credited full-time/part-time continuous service.

**31-2 EFFECTIVE JULY 1, 2004:**

**B.** Length of service beyond the number of years covered by the schedule of salaries shall be recognized by adding to the employee's salary as follows:

<b>In the 6<sup>th</sup> through 10<sup>th</sup> year</b>	<b>20¢/hour</b>
In the 11th through 15 <sup>th</sup> year	45¢/hour
In the 16th through 20th year	55¢/hour
In the 21st through 25th year	65¢/hour
In the 26th through 30th year	75¢/hour
In the 31st through the 35th year	85¢/hour
In the 36th year and thereafter	95¢/hour

These amounts are based on years of credited full-time/part-time continuous service.

**31-3 Shift Differential**

All employees regularly scheduled to start work at/after the hour of 1:00 p.m. or before the hour of 5:00 a.m. shall have fifty (\$.50) cents per hour added to their hourly rate as shift differential. Employees normally assigned to night shift shall receive shift differential when absent or temporarily assigned to day shift, including when temporarily assigned to day shift during winter break or summer.

**31-3 EFFECTIVE JULY 1, 2004:**

All employees regularly scheduled to start work at/after the hour of 1:00 p.m. or before the hour of 5:00 a.m. shall have **fifty-five (55¢)** cents per hour added to their hourly rate as shift differential. Employees normally assigned to night shift shall receive shift differential when absent or temporarily assigned to day shift, including when temporarily assigned to day shift during winter break or summer.

**31-4 Working Out of Class**

Employees assigned by the District to work in a higher paying classification shall receive compensation in the amount \$1.75 per hour more than their regular rate of pay for the actual hours worked in the higher paying classification.

An out-of-class assignment is one in which the employee is replacing an absent employee in the classification, or is assigned to the classification and given the responsibilities of the position.

This provision does not apply when the employee is assigned to perform duties as part of the Industrial Injury Light Duty Program.

**31-4**     **EFFECTIVE JULY 1, 2004:**

Employees assigned by the District to work in a higher paying classification shall receive compensation in the amount **\$2.50** per hour more than their regular rate of pay for the actual hours worked in the higher paying classification.

An out-of-class assignment is one in which the employee is replacing an absent employee in the classification, or is assigned to the classification and given the responsibilities of the position.

This provision does not apply when the employee is assigned to perform duties as part of the Industrial Injury Light Duty Program.

**31-5**     **Contracting Out**

Before the District issues a contract for work currently being performed by bargaining unit employees or new work which is the same or similar to current bargaining unit work, its representatives shall meet with representatives of the Union to discuss the reasons for the contracting out; shall provide the Union with data resulting in the decision to contract out; and shall give the Union representatives at least ten (10) days to present their suggestions for alternative ways of performing the work.

No employee whose job is eliminated by contracting out shall be laid off as result of such job elimination.

**31-6**     Roving custodians shall be paid additional compensation of \$5.00 per day for each day they are directed to and do report first to a site other than the central maintenance area.

**31-7**     **Employee Uniforms**

Uniformed security agents shall be provided with a uniform allowance of \$150 per quarter or \$600 annually for the purchase/maintenance of uniforms.

**31-7**     **EFFECTIVE JULY 1, 2004:**

Uniformed security agents shall be provided with a uniform allowance of **\$225** per quarter or **\$900** annually for the purchase/maintenance of uniforms.

**ARTICLE THIRTY-TWO**

**APPRENTICESHIP ADDENDUM**

**A. DEFINITIONS:**

1. An **APPRENTICE** is a full-time employee governed by the provisions of the Blue Collar MOU, including representation by the Union.
2. The **APPRENTICE COORDINATOR** specifies work processes and related training, and performs periodic performance reviews with supervisors of apprentices. The Apprentice Coordinator also assures continuing program compliance with U.S. Department of Labor regulations.

3. The **APPRENTICESHIP COMMITTEE**, a four member body composed of an equal number of management and Union representatives, sets direction and standards of the program.

**B. APPRENTICESHIP PROGRAM TERMS:**

Apprentice employees are subject to all terms of the MOU, with the following exceptions:

1. **WAGE SCHEDULES** for apprentices are found in C-1 and 2.
2. **PROBATIONARY PERIOD** for apprentices shall be 1,000 hours of on-the-job training (6 mos.). During this period, the Apprentice Agreement may be terminated, without cause, by either party.
3. **RELATED TRAINING** requirements, as detailed in the employee's Apprenticeship Agreement, shall be fulfilled on the employee's own time, without compensation. The District will provide tuition and materials for specified related training.
4. **RECRUITMENT/SELECTION:** shall follow US Department of Labor recommended practices as detailed in the TUSD/AFSCME apprenticeship Manual of Policies and Procedures. Selection will be made on the basis of previous education, previous experience and interview scoring. At least eight applicants will be invited to interview for each opening, if available. The interview committee will be comprised of at least two journeymen from the apprentice's trade shop and one member of AFSCME, (if neither tradesman is an AFSCME member). Where affirmative action needs must be met, a representative of the protected class shall be on the committee.
5. **PROGRESS REVIEW/ADVANCEMENT/CANCELLATION:** The Apprenticeship Coordinator and the apprentice's first-line supervisor shall review the apprentice's records of performance, both on-the-job and in related training, a minimum of every three months. Failure of the apprentice to achieve any of the six month benchmark duties detailed in the Apprentice Agreement will result in a six month delay in advancement on the Apprentice Wage schedule. An apprentice who is denied advancement based on the six-month evaluation may appeal the decision to the Apprenticeship Committee. If the Committee remains deadlocked on an appeal after two sessions of voting, the original decision to deny advancement will stand. Failure to bring work up to standards and/or up to schedule in the following six month period may result in cancellation of the Apprentice Agreement, and termination of employment with TUSD. Apprentices who were TUSD employees immediately preceding their entry to the apprenticeship program are subject to Article 15-7 of the MOU, "Voluntary or Involuntary Demotion", if they drop out of, or are involuntarily removed from the program.

**C. Apprenticeship Program Wage Increments**

Each apprentice receives a wage increment every six months for satisfactory performance in on-the-job and related training. Scheduled increments should be considered to be defaults; non-advancement will be treated as an exception.

Apprentice Schedule:	3 yr Grd 5	3 yr Grd 6	3 yr Grd 7	4 yr Grd 6	4 yr Grd 7	4 yr Grd 8	4 yr Grd 9	4 yr Grd 10	5 yr Grd 8	5 yr Grd 10	= Term in Years, Final Job Grade
Starting:	1/3	1/3	1/3	1/3	1/3	1/3	1/3	1/3	1/3	1/3	= Wage Grade/Step
6 mos:	1/5	1/6	3/1	2/1	2/2	1/6	2/3	3/1	1/5	2/2	= Wage Grade/Step
Year 2:	2/2	2/4	3/4	2/3	2/4	3/3	3/3	4/2	3/2	3/3	= Wage Grade/Step
2½:	3/2	3/5	5/1	3/3	3/5	4/4	5/1	5/2	3/4	4/4	= Wage Grade/Step
Year 3:	4/1	4/5	5/4	4/2	3/7	5/2	5/3	6/1	4/4	5/2	= Wage Grade/Step
3½:	4/3	5/3	6/3	4/4	5/3	6/1	6/2	6/3	5/2	6/1	= Wage Grade/Step
Year 4:	<b>5/1</b>	<b>6/1</b>	<b>7/1</b>	5/2	5/5	6/3	7/1	8/1	5/4	6/3	= Wage Grade/Step
4½:				5/4	6/3	7/1	8/1	9/1	6/2	7/1	= Wage Grade/Step
Year 5:				<b>6/1</b>	<b>7/1</b>	<b>8/1</b>	<b>9/1</b>	<b>10/1</b>	6/4	8/1	= Wage Grade/Step
5½:									7/1	9/1	= Wage Grade/Step
Year 6:									<b>8/1</b>	<b>10/1</b>	= Wage Grade/Step

Apprentice wages follow journeyman wage scales and are expressed as a percentage of TUSD journey scale on the Apprenticeship Agreement and all Department of Labor documents:

Until apprentices reach full journeyman status, they are not eligible for step increments (other than those above) or Educational Incentive Steps.

**APPENDIX I**

**BLUE COLLAR**

<b>GRADE</b>	<b>CODE</b>	<b>TITLE</b>
1	531011	Apprentice Grounds Maintenance Worker I
1	531021	Apprentice Grounds Maintenance Worker II
1	530151	Apprentice Building Maintenance Engineer
1	532211	Apprentice Business Machine Tech
1	530361	Apprentice Electronics Technician
1	530471	Apprentice Furniture Technician
1	530521	Apprentice HVAC Technician
1	530781	Apprentice Plumber – Facilities
1	530761	Apprentice Plumber – Irrigation
1	530711	Apprentice Painter
1	51308	Bindery Helper
1	53027	Laborer
1	53209	Transportation Bus Washer
2	50400	Athletic Equipment Assistant
2	53001	Custodian
2	53011	Custodian / Grounds Maintenance Worker
2	53101	Grounds Maintenance Worker I
2	52709	Transportation (Bus) Monitor
3	52511	Delivery Worker
3	525116	Food Services Delivery Driver
3	524546	Food Services Warehouse Technician
3	53102	Grounds Maintenance Worker II
3	53103	Roving Grounds Maintenance Worker
3	52467	K-3 Warehouse Assistant
3	52451	Purchasing Warehouse Technician
3	52431	Purchasing Warehouse Worker
3	52452	Warehouse Technician – F.M.
4	52478	Automotive Parts Clerk
4	54302	Health Dental Worker
4	52403	Property Control Warehouse Worker
4	53003	Roving Custodian
5	53004	Appliance Technician / Roving Custodian – F.M.
5	52475	Automotive Data Control Technician
5	53088	Cement Finisher Assistant
5	53005	Control Technician – F.M.
5	53002	Custodian II
5	53006	Custodial Engineering Technician – F.M.
5	52469	Fixed Asset Management Coordinator
5	532079	Fleet Service Technician – Transportation
5	52718	School Safety Dispatcher
5	52453	Science Warehouse Coordinator
5	52701	Transportation Bus Driver
5	52706	Transportation Student Care Monitor

6	52479	Auto Parts Technician
6	52831	Fire Equipment Inspector
6	53211	Grounds Equipment Repair Technician
6	51301	Printer I
6	51304	Print Production Clerk
6	53122	Property Control Equipment Operator
6	52712	Transportation Dispatch Support Technician
6	52703	Transportation Technician
6	52457	Warehouse Technician, Lead – F.M.
7	51341	Audio Visual Technician
7	53093	Asbestos Abatement Technician
7	53121	Buildings & Grounds Equipment Operator
7	53061	Glazier
7	53213	Grounds Equipment Mechanic, Lead
7	53060	Maintenance Technician
7	51306	Pre-Press Specialist
7	51302	Printer II
7	53083	Sheet Metal Fabricator
7	53068	Surface Material Technician
7	52717	Transportation Night Dispatcher
7	53069	Upholsterer
7	53081	Welder
8	53017	Assistant Building Maintenance Engineer
8	53089	Cement Finisher
8	53047	Furniture Shop Technician
8	53241	Musical Instrument Repair Technician
8	53071	Painter
8	51303	Senior Printer
8	52821	Uniformed Security Officer (Security Agent)
8	52711	Transportation Routing Technician
9	53050	Accelerated Apprentice HVAC Technician
9	52841	Building Inspector
9	53221	Business Machine Technician
9	53036	Electronic Technician
9	53056	Fabrication and Maintenance Technician
9	53201	Fleet & Heavy Equipment Mechanic
9	53063	Locksmith
10	53015	Building Maintenance Engineer (includes Rovers)
10	53220	Business Machine Technician, Lead
10	53041	Carpenter
10	53035	Electronic Technician, Lead
10	53031	Electrician
10	53203	Fleet & Heavy Equipment Mechanic, Lead
10	53052	HVAC Mechanic
10	52463	Property & Furniture Control, Lead
10	53076	Plumber – Irrigation
10	53078	Plumber – Facilities

10	53075	Plumber – Welder
10	53064	Roofer
11	53043	Carpenter, Lead
11	53055	EMCS Technician
11	53231	Food Service Equipment Specialist
11	53065	Locksmith, Lead
11	53058	HVAC Mechanic, Lead

**APPENDIX II**

Driver \_\_\_\_\_ Monitor \_\_\_\_\_ Seniority No. \_\_\_\_\_

**PREFERENCE SHEET 2004/2005**

**RETURN TO OFFICE BY 4:00 P.M. MAY 20, 2004  
INITIALS REQUIRED  
IF ADDRESS ON YOUR CHECK IS INCORRECT, FILL OUT AN ADDRESS CHANGE FORM**

**PLEASE PRINT**

**NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**NUMBER OF HOURS YOU WOULD LIKE TO WORK:**  
\_\_\_\_\_ AM \_\_\_\_\_ KTG \_\_\_\_\_ PM \_\_\_\_\_ ACTIVITY

**WORKSITE:**      CENTRAL \_\_\_\_\_      WEST \_\_\_\_\_      EAST \_\_\_\_\_

**LIST 5 PREFERENCES:**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_

**LIST 3 NON-PREFERENCES:**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

**NOTE: PREFERENCE FORM WILL BE USED IF EMPLOYEE IS UNABLE TO APPEAR FOR ROUTE SELECTION. IF NECESSARY, FINAL DETERMINATION OF ASSIGNMENTS WILL BE MADE BY THE TRANSPORTATION DEPARTMENT. ROUTE SELECTION WILL BEGIN JULY 28, 2004.**

### APPENDIX III

Dear Parents:

Like you, we want your children to be safe from the moment they leave your home in the morning until they return home safely that afternoon. This can best be achieved by our working together.

You can help by discussing a few simple but effective precautions with your child concerning the "day away" from home. These precautions include making sure you and your child know:

1. the route you want taken to and from the bus stop, discussing both safety precautions and common courtesies to be maintained in route and at the bus stop,
2. the correct bus route number,
3. what to do if the bus is late in the morning or no one is home in the afternoon, and
4. to ALWAYS board and depart the bus at the correct stop as known and approved by you.

We hope it will never be necessary for your family to be concerned with violations of bus rules. You and your child should be aware of the discipline procedures designed to correct any concerns. Please take a few moments to go over these bus rules as outlined in the Guidelines for Rights and Responsibilities Handbook:

1. Always comply with bus driver's/monitor's directions.
2. Use classroom voice only (No profanity/loud noises).
3. Remain seated.
4. Keep hands, feet, and head inside bus, all personal possessions must be under control at all times.
5. Keep unauthorized materials and substances off the bus including: snacks, drinks, animals, glass objects, weapons, skateboards, large radios, other large electronic devices, or large objects that occupy a seat space.

The consequences listed below are to be implemented after "on-bus" interventions have been exhausted and may be in addition to any imposed by the Principal or designee.

1st Bus Conduct Report: Warning to the student with a report to parents.

2nd Bus Conduct Report: In-house suspension or suspension of riding privileges, report sent to parents. Terms of the suspension of riding privileges will depend on the severity of the infraction.

3rd Bus Conduct Report: Automatic suspension of riding privileges for a minimum of five days.

Beginning with each academic year, discipline will be based on an annual accrual of referrals.

**SEVERE CLAUSE: INCIDENTS INVOLVING MAJOR VIOLATIONS OF THE  
GUIDELINES FOR RIGHTS AND RESPONSIBILITIES.  
AN IMMEDIATE SUSPENSION OF RIDING PRIVILEGES  
MAY BE IMPOSED.**

By working together, we can safeguard your child from potential hazards associated with all aspects of transportation, both on and off the bus. If there is anything else we can do to make school bus transportation safer for your child, please let us know.

Sincerely,



**APPENDIX IV**

**BUS CONDUCT REPORT**

TUCSON UNIFIED SCHOOL DISTRICT  
P.O. BOX 40400  
TUCSON, AZ 85717

STUDENTS NAME (PLEASE PRINT)			DATE OF INCIDENT	
BUS #	ROUTE #	A.M. or P.M.	C E W FACILITY	DRIVER OR MONITOR'S NAME

(print)

BCR's are issued after verbal warning and other action by bus driver or monitor (except severe).

SCHOOL OF ATTENDANCE	RECEIVED BY	DATE
----------------------	-------------	------

Students who ride a school bus are subject to regulations at the bus stop and on the bus. Misbehavior that distracts the driver or creates problems at the bus stop jeopardizes the rights or safety of all students. Riding a bus is a privilege and can be revoked at any time. This student has been cited for the following infraction(s):

- THIS STUDENT SETS A GOOD EXAMPLE/FOLLOWS BUS RULES. YOUR PRINCIPAL AND YOUR SCHOOL BUS STAFF APPRECIATE YOU.
- YOUR BEHAVIOR IS IMPROVING

**SEVERE OFFENSES**

- THREATS/INTIMIDATION/GANG SIGNS
- THROWING OBJECTS
- FIGHTING/WEAPONS
- ILLEGAL ORGANIZATION/GRAFFITI
- ILLEGAL SUBSTANCES
- SEXUAL MISCONDUCT
- INAPPROPRIATE RACIAL COMMENTS
- ENDANGERING SELF OR OTHERS

**MAJOR OFFENSES**

- PROFANITY DIRECTED AT DRIVER OR MONITOR
- REFUSAL TO IDENTIFY SELF OR FALSE I. D.
- REFUSAL TO OBEY RULES
- VANDALISM TO BUS OR BUS STOP AREA
- UNAUTHORIZED USE OF EMERGENCY DOOR
- DISRESPECT TO OTHER STUDENTS OR PERSONS

**MINOR OFFENSES**

- EATING, DRINKING, CHEWING GUM
- PENCIL, PEN, OR OTHER SHARP OBJECT OUT
- PLAYING AUDIO EQUIPMENT ON BUS
- NOT SITTING PROPERLY
- OTHER MINOR BEHAVIOR CONCERNS

**OTHER OFFENSES**

- MISCONDUCT AT A BUS STOP
- PLEASE SPECIFY UNDER ADDITIONAL FACTS

**SEVERE CLAUSE:** Incidents involving major violations of the guidelines for rights and responsibilities. An immediate suspension of riding privileges may be imposed.

- REPEATED MINOR OFFENSES
- ANIMALS, GLASS, OR SKATEBOARDS
- OTHER MAJOR BEHAVIOR CONCERNS
- REPEATEDLY OUT OF SEAT
- RUSHING THE BUS, PUSHING
- CROSSING BEHIND THE BUS
- HANGING OUT OF WINDOW

(Please Print Legibly)

PRIOR TO ISSUING THE BCR WAS THE CHILD INFORMED OF THE BUS RULES AND DID THE CHILD KNOW HE/SHE WOULD BE RECEIVING THIS BCR?

ADDITIONAL STUDENTS INVOLVED IN THE INCIDENT: \_\_\_\_\_

WHAT ACTIONS DID YOU TAKE BEFORE WRITING A BUS TICKET? \_\_\_\_\_

ADDITIONAL FACTS: \_\_\_\_\_

**ADMINISTRATOR ACTION(S) TAKEN: (Please Print Legibly)**

First Offense  Date: \_\_\_\_\_ Second Offense  Date: \_\_\_\_\_ Third Offense  Date: \_\_\_\_\_

\_\_\_\_\_  Yes  No This Referral was entered into Mohave.

Bus Driver/Bus Monitor Signature \_\_\_\_\_

Administrator's Signature \_\_\_\_\_

Please FAX a copy of this report with Administrator's Actions to the Transportation Department. 617-4315, Central/West; 731-6701 Eastside

Phone 225-4800 Central/West 721-6706 Eastside

**BEGINNING WITH EACH ACADEMIC YEAR. DISCIPLINE WILL BE BASED ON AN ANNUAL ACCRUAL OF REFERRALS.**

**APPENDIX V**  
**July 1, 2003 through June 30, 2004**

<b>GRADE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>	<b>STEP 8</b>	<b>STEP 9</b>	<b>STEP 10</b>	<b>STEP 11</b>	<b>STEP 12</b>
1	8.88	9.04	9.19	9.35	9.53	9.69	9.89	10.06	10.25	10.43	10.63	10.84
2	9.53	9.69	9.89	10.06	10.25	10.43	10.63	10.84	11.03	11.24	11.46	11.69
3	9.89	10.06	10.25	10.43	10.63	10.84	11.03	11.24	11.46	11.69	11.9	12.14
4	10.25	10.43	10.63	10.84	11.03	11.24	11.46	11.69	11.9	12.14	12.38	12.62
5	11.03	11.24	11.46	11.69	11.90	12.14	12.38	12.62	12.87	13.13	13.38	13.66
6	11.90	12.14	12.38	12.62	12.87	13.13	13.38	13.66	13.93	14.22	14.5	14.79
7	12.88	13.14	13.39	13.65	13.93	14.22	14.50	14.80	15.09	15.42	15.73	16.04
8	13.38	13.66	13.93	14.22	14.50	14.79	15.10	15.42	15.73	16.06	16.38	16.73
9	13.93	14.22	14.50	14.79	15.10	15.42	15.73	16.06	16.38	16.73	17.08	17.43
10	14.50	14.79	15.10	15.42	15.73	16.06	16.38	16.73	17.08	17.43	17.81	18.18
11	15.10	15.42	15.73	16.06	16.38	16.73	17.08	17.43	17.81	18.18	18.58	18.98
12	15.73	16.06	16.40	16.73	17.08	17.43	17.81	18.18	18.58	18.98	19.37	19.8
13	16.38	16.73	17.08	17.43	17.81	18.18	18.58	18.98	19.37	19.8	20.22	20.67
14	17.08	17.43	17.81	18.18	18.58	18.98	19.37	19.80	20.22	20.67	21.11	21.58
15	18.18	18.58	18.98	19.37	19.80	20.22	20.67	21.11	21.58	22.04	22.52	23.01
16	19.37	19.80	20.22	20.67	21.11	21.58	22.04	22.52	23.01	23.52	24.03	24.57
<b>GRADE</b>	<b>STEP 13</b>	<b>STEP 13.5</b>	<b>STEP 14</b>	<b>STEP 14.5</b>	<b>STEP 15</b>	<b>STEP 15.5</b>	<b>STEP 16</b>	<b>STEP 16.50</b>	<b>STEP 17</b>	<b>STEP 17.5</b>	<b>STEP 18</b>	<b>STEP 18.5</b>
1	11.02	11.13	11.24	11.35	11.48	11.59	11.70	11.82	11.93	12.05	12.16	12.29
2	11.90	12.02	12.14	12.26	12.38	12.51	12.63	12.76	12.88	13.02	13.14	13.28
3	12.38	12.51	12.62	12.75	12.87	13.00	13.13	13.27	13.4	13.54	13.67	13.81
4	12.87	13.00	13.13	13.26	13.38	13.52	13.66	13.79	13.94	14.07	14.22	14.36
5	13.93	14.08	14.22	14.37	14.50	14.65	14.80	14.95	15.11	15.26	15.42	15.58
6	15.10	15.26	15.42	15.59	15.73	15.90	16.06	16.23	16.4	16.57	16.75	16.92
7	16.38	16.55	16.74	16.92	17.08	17.27	17.45	17.63	17.82	18.01	18.21	18.39
8	17.08	17.26	17.43	17.62	17.81	18.00	18.19	18.39	18.58	18.79	18.98	19.19
9	17.81	18.00	18.18	18.37	18.58	18.78	18.98	19.18	19.39	19.6	19.81	20.02
10	18.58	18.78	18.98	19.19	19.37	19.58	19.79	20.01	20.22	20.45	20.66	20.9
11	19.37	19.58	19.80	20.02	20.22	20.44	20.66	20.89	21.11	21.35	21.58	21.82
12	20.22	20.44	20.67	20.89	21.11	21.34	21.57	21.81	22.05	22.29	22.53	22.79
13	21.11	21.34	21.59	21.82	22.04	22.29	22.53	22.78	23.03	23.29	23.54	23.81
14	22.04	22.29	22.52	22.77	23.01	23.27	23.53	23.79	24.06	24.32	24.59	24.87
15	23.52	23.79	24.03	24.30	24.57	24.85	25.13	25.41	25.7	25.98	26.27	26.57
16	25.11	25.39	25.68	25.97	26.26	26.55	26.85	27.16	27.46	27.78	28.08	28.41

APPENDIX VI												
July 1, 2004 through June 30, 2005												
GRADE	STEP											
	1	2	3	4	5	6	7	8	9	10	11	12
1	9.22	9.38	9.53	9.69	9.87	10.03	10.23	10.40	10.59	10.77	10.97	11.18
2	9.87	10.03	10.23	10.40	10.59	10.77	10.97	11.18	11.37	11.58	11.80	12.03
3	10.23	10.40	10.59	10.77	10.97	11.18	11.37	11.58	11.80	12.03	12.24	12.48
4	10.59	10.77	10.97	11.18	11.37	11.58	11.80	12.03	12.24	12.48	12.72	12.96
5	11.37	11.58	11.80	12.03	12.24	12.48	12.72	12.96	13.21	13.47	13.72	14.00
6	12.24	12.48	12.72	12.96	13.21	13.47	13.72	14.00	14.27	14.56	14.84	15.13
7	13.22	13.48	13.73	13.99	14.27	14.56	14.84	15.14	15.43	15.76	16.07	16.38
8	13.72	14.00	14.27	14.56	14.84	15.13	15.44	15.76	16.07	16.40	16.72	17.07
9	14.27	14.56	14.84	15.13	15.44	15.76	16.07	16.40	16.72	17.07	17.42	17.77
10	14.84	15.13	15.44	15.76	16.07	16.40	16.72	17.07	17.42	17.77	18.15	18.52
11	15.44	15.76	16.07	16.40	16.72	17.07	17.42	17.77	18.15	18.52	18.92	19.32
12	16.07	16.40	16.74	17.07	17.42	17.77	18.15	18.52	18.92	19.32	19.71	20.14
13	16.72	17.07	17.42	17.77	18.15	18.52	18.92	19.32	19.71	20.14	20.56	21.01
14	17.42	17.77	18.15	18.52	18.92	19.32	19.71	20.14	20.56	21.01	21.45	21.92
15	18.52	18.92	19.32	19.71	20.14	20.56	21.01	21.45	21.92	22.38	22.86	23.35
16	19.71	20.14	20.56	21.01	21.45	21.92	22.38	22.86	23.35	23.86	24.37	24.91
GRADE	STEP											
	13	13.5	14	14.5	15	15.5	16	16.5	17	17.5	18	18.5
1	11.36	11.47	11.58	11.69	11.82	11.93	12.04	12.16	12.27	12.39	12.50	12.63
2	12.24	12.36	12.48	12.60	12.72	12.85	12.97	13.10	13.22	13.36	13.48	13.62
3	12.72	12.85	12.96	13.09	13.21	13.34	13.47	13.61	13.74	13.88	14.01	14.15
4	13.21	13.34	13.47	13.60	13.72	13.86	14.00	14.13	14.28	14.41	14.56	14.70
5	14.27	14.42	14.56	14.71	14.84	14.99	15.14	15.29	15.45	15.60	15.76	15.92
6	15.44	15.60	15.76	15.93	16.07	16.24	16.40	16.57	16.74	16.91	17.09	17.26
7	16.72	16.89	17.08	17.26	17.42	17.61	17.79	17.97	18.16	18.35	18.55	18.73
8	17.42	17.60	17.77	17.96	18.15	18.34	18.53	18.73	18.92	19.13	19.32	19.53
9	18.15	18.34	18.52	18.71	18.92	19.12	19.32	19.52	19.73	19.94	20.15	20.36
10	18.92	19.12	19.32	19.53	19.71	19.92	20.13	20.35	20.56	20.79	21.00	21.24
11	19.71	19.92	20.14	20.36	20.56	20.78	21.00	21.23	21.45	21.69	21.92	22.16
12	20.56	20.78	21.01	21.23	21.45	21.68	21.91	22.15	22.39	22.63	22.87	23.13
13	21.45	21.68	21.93	22.16	22.38	22.63	22.87	23.12	23.37	23.63	23.88	24.15
14	22.38	22.63	22.86	23.11	23.35	23.61	23.87	24.13	24.40	24.66	24.93	25.21
15	23.86	24.13	24.37	24.64	24.91	25.19	25.47	25.75	26.04	26.32	26.61	26.91
16	25.45	25.73	26.02	26.31	26.60	26.89	27.19	27.50	27.80	28.12	28.42	28.75

**APPENDIX VII**

**TUCSON UNIFIED SCHOOL DISTRICT  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES**

**PETITION OF GRIEVANCE MEDIATION AGREEMENT**

The parties (as defined below) jointly hereby request the assistance of the Federal Mediation and Conciliation Services (FMCS) in the attempted resolution before them today. The parties agree to the following:

1. Grievance mediation is a supplement to, and not a substitute for, the steps of the contractual grievance procedure.
2. Any time limits in the parties' labor agreement must be waived to permit the grievance to proceed to arbitration should the mediation be unsuccessful.
3. Proceeding before the mediator will be informal and rules of evidence do not apply. No record, stenographic or tape recording of the meeting will be made. The mediator notes are confidential and content shall not be revealed.
4. The mediator may conduct the conference utilizing all of the customary techniques associated with mediation, including the use of separate caucuses.
5. The mediator has no authority to compel resolution of the grievance.
6. In the event that no settlement is reached during the mediation conference, the mediator may provide the parties either in separate or joint session with an oral advisory opinion.
7. If either party does not accept an advisory opinion, the matter may then proceed to arbitration in the manner and form provided in their collective bargaining agreement. Such arbitration hearings will be held as if the grievance mediation effort had not taken place. Nothing said or done by parties or the mediator during the grievance mediation session can be used against them during arbitration proceedings.
8. FMCS and the mediator appointed by the Service will be held harmless of any claim of damages arising from the mediation process.

_____	_____	TUSD Representative
(name)	(date)	

_____	_____	AFSCME Representative
(name)	(date)	

_____	_____	Grievant (if present)
(name)	(date)	Grievance No. _____



### RATIFICATION

Unless specified otherwise, the wage and benefit provisions of this 2003-2005 Memorandum of Understanding (MOU) shall be effective as of July 1, 2004. All other provisions shall be effective the first day following ratification by the Governing Board of Tucson Unified School District and shall remain and continue in full force and effect through the thirtieth day of June, 2005.

In Witness whereof, the parties hereunto set their hands and seals.

Tucson Unified School District

American Federation of State, County,  
and Municipal Employees, Council 97

\_\_\_\_\_  
Joel Ireland, President  
TUSD Governing Board

\_\_\_\_\_  
Ray Figueroa, Chief Negotiator  
AFSCME

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

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

\_\_\_\_\_  
Bruce Slabaugh, Negotiation Chairperson