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2014-2015 Agreement with CWA for the

SUPERVISORY/PROFESSIONAL EMPLOYEES

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ARTICLE ONE

1 DEFINITIONS

- 1-1 The term **BARGAINING UNIT** (also referred to as “Unit”) shall mean all regularly assigned part-time and full-time ~~personnel-employees employed in~~ a classification listed in Appendix I, excluding ~~confidential~~, temporary, initial probationary employees, substitutes and other employees designated by the Board.
- 1-2 The term **BARGAINING UNIT SENIORITY** shall mean the total ~~number of years length~~ 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 related to military service.~~
- 1-3 The term **BOARD** shall mean the Governing Board of the Tucson Unified School District No. One.
- 1-4 The term **CLASSIFICATION** shall mean a designated title for positions defined in Appendix I.
- 1-5 The term **CAREER LADDER** shall mean a series of classifications within TUSD in which the nature of the work in each classification is reasonably similar within each progression and the classifications held represent typical career progression within TUSD.
- 1-6 The term **CLASSIFICATION SENIORITY** shall mean the ~~total number of years length~~ of service in a regular part-time or full-time classification. Any ~~years time~~ spent in a classification ~~within the same career ladder as the employee’s present classification shall be counted towards the total for determining classification seniority. Seniority shall not accrue during unpaid leaves of absence, with the exception of a leave of absence pursuant to Article 15-6 (military leave), and except as provided under Article 12 (Lay Off). All accumulated seniority is lost upon separation from employment in the District.~~
- 1-7 The term **CWA** shall mean the Communications Workers of America.
- 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 budgeted position, exclusive of temporary/substitute employment.
- 1-9 The term **DAY(s)** shall mean working days, unless otherwise specified as calendar 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 length~~ 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~~

Comment [WN1]: Supervisory confidential are not covered by this agreement and would not be listed in the Appendix

Comment [WN2]: Moved to Article 15

Comment [WN3]: Not part of a definition

Comment [WN4]: It really is not just years. In calculation seniority one day can make a difference

Comment [WN5]: What does this mean?

Comment [WN6]: Not part of a definition and Article 12 is labeled “recruitment and Selection” Layoff information should come out of that article and create its own article.

~~absence, with the exception of a leave of absence pursuant to Article 15-6 (military leave).~~

Comment [WN7]: Not part of a definition and repetitive

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 job classification listed in Appendix I, excluding ~~confidential,~~ temporary, initial probationary employees, substitutes, and other employees designated by the Board.

1-15 The term **FAMILY** shall mean: spouse, parent, child, legal ~~dependant~~dependent, and other as covered by FMLA law.

Comment [WN8]: Let's see if we can standardize this

1-16 The term **FULL TIME** shall mean working 30 to 40 regularly assigned hours per week.

1-17 The term **HIRING OFFICIAL** shall mean the individual who will be the direct supervisor of the person being hired.

1-18 The term **INITIAL PROBATION** shall mean a period of sixty (60) working days from the initial date of employment in a regular bargaining unit position with the management option of extending probation, based on written evaluation, by an additional sixty (60) working days. Management may also waive the probation period.

1-19 The term **INSUBORDINATION** shall mean the willful failure of an employee to obey lawful verbal or written directives, or refusal to comply with reasonable instructions by the employee's supervisor.

1-20 ~~1-20 Lateral. See TRANSFER~~ The term **LAYOFF** shall mean a loss of regular employment with the District.

Comment [WN9]: Clarification

1-21 The term **LETTER of DIRECTION** shall mean a letter from a supervisor to an employee specifying certain directions to be followed. A Letter of Direction is not discipline. ~~When an member transfers or relocates, a copy of the Letter of Direction may be transmitted to the new site/supervisor only after the transfer has been completed.~~

Comment [WN10]: Not part of a definition

1-22 The term **LOCAL** shall mean CWA Local 7000.

1-23 The term **LONGEVITY** shall mean the length of uninterrupted District service from date of hire with the exception of a leave of absence pursuant ~~with to~~ Article 12-9 (Recall Rights) and Article 15-6 (Military Leave).

Comment [WN11]: If we move Lay-off info to a new article then this citation will change

1-24 The term **LUNCH PERIOD** shall be defined as a duty free block of time consisting of no less than thirty minutes scheduled as near as practical to the middle of an employee's work shift.

1-25 The term **MEMBER** shall mean a union dues paying employee of the TUSD Supervisory Professional Unit.

1-26 The term **ON-CALL** shall mean availability of coverage for services during off-duty hours.

1-27 The term **PART-TIME** shall mean working 20 or more regularly assigned hours per week, but less than 30 regularly assigned hours per week.

- 1-28 The term **PROMOTION** shall mean a non-temporary change in job classification that would result in a higher pay grade.
- 1-29 The term **RECLASSIFICATION** is a process by which an employee's position is evaluated ~~under Article Nine in this Agreement to determine whether it is appropriately classified.~~
- 1-30 The term **SUPERVISOR'S WORKING FILE** shall mean any and all written documentation the supervisor possesses about an employee concerning accolades, minor deficiencies, or offenses ~~as defined in Article 4, Employee Rights.~~
- 1-31 The term **TRANSFER** shall mean a change in worksite that entails no change in rate of pay, job classification, or a change in shift. A transfer is a lateral move.
- 1-32 The term **UNION** shall mean the Communications Workers of America.
- 1-33 The term **UNION REPRESENTATIVE** shall mean any staff of the Union, or stewards, and officers who are employees of the District or Communications Workers of America. ~~1-35 The term **UNIT** shall mean any employee of the Supervisory Professional Group, as defined in Article 1-1 of this Agreement.~~
- 1-34 The term **VACANCY** shall mean any bargaining unit position ~~as defined in Article 1-1, as set forth in Appendix 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.
- 1-35 The term **WORK WEEK** shall generally mean a seven (7) consecutive calendar day period. ~~Article 8-1 of this Agreement recognizes there may be exceptions to this definition.~~

Comment [WN12]: Clarification

Comment [WN13]: Not necessary

Comment [WN14]: Included in 1-1

Comment [WN15]: The position is not defined in 1-1

Comment [WN16]: Not part of the definition and "generally" covers it

ARTICLE TWO

2 DISTRICT RIGHTS

- 2-1 It is agreed that the District retains the right to manage its business, including the right to hire, layoff, assign, discipline, transfer, promote or terminate employees, but will be subject to such regulations and restrictions governing the exercise of these rights as they are expressly provided in this Agreement.
- 2-2 If any provision of this Agreement should be held invalid by operation of law, current Governing Board policy, or any tribunal of competent jurisdiction, ~~or if any compliance with or enforcement of any provision be restrained by any tribunal of competent jurisdiction, pending a final determination as to its validity,~~ the remainder of this Agreement ~~or the application of such article or section, as to person or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of, has been restrained and~~ shall not be affected thereby.

If any tribunal of competent jurisdiction restrains compliance with or enforcement of any provision of this agreement, pending a final determination as the validity or the application of such article or provision, the remainder of this Agreement shall not be affected thereby.

2-3 In the event of such invalidation of any provision of this Agreement, the parties agree to meet and begin to negotiate within thirty (30) working days of such invalidation for the purpose of arriving at a satisfactory replacement for such provision.

2-4 Surveillance

The use of eavesdropping or surveillance methods will not be used for conducting performance reviews of employees, but may be used to ensure student safety. The District shall notify CWA at least five (5) days prior to the installation/use of any such equipment. At no time will the District use security cameras in a location where employees have a reasonable expectation for privacy.

2-5 Alteration

No change, rescission, alteration or modification of this Agreement in whole or in part shall be valid unless the same is ratified by both the Board and CWA and endorsed in writing hereon.

ARTICLE THREE

3 UNION RIGHTS

3-1 Recognition

The District recognizes CWA, its representatives and agents, as the exclusive bargaining agent for this contract, and will negotiate wages, hours, terms and conditions of employment with TUSD.

3-2 Access: CWA representatives shall have the right of reasonable access to District facilities, including employee mailboxes or e-mail for the purpose of contacting employees and transacting matters. Upon arriving at a worksite, the representative shall first report to the office of the site administrator and state the intended purpose and estimated length of visit. The representative may contact employees during breaks, duty-free lunch periods, at orientations, before or after the employee's hours of work. The representative shall not interrupt any employee's duties or assignments.

3-3 Communications

- A.** CWA and its representatives shall have the right to post notices of activities and matters of CWA concern on a designated bulletin board at reasonably accessible places at each worksite. The responsible supervisor at the site, or his/her 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.
- B.** CWA shall have the right to utilize the District's mail system to communicate with members of the bargaining unit on matters authorized by a CWA representative as evidenced by CWA's logo. The Office of Employee Relations shall be given a copy of matters communicated through the District's internal mail system prior to distribution to employees. Likewise, the Office of Employee Relations shall provide a copy of any matters affecting the employment, compensation, or benefits of any group of employees covered by this agreement to the CWA bargaining unit VP prior to dissemination of information to the employees. Documents communicated through the District's internal mail system or email system may not include defamatory material or advocate insubordinate acts.

3-4 Facilities

- A. With prior notification and approval by the site administrator, CWA 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 CWA business with small groups of 25 or less. Site administrators shall not arbitrarily and capriciously deny the use of facilities.
- B. 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 CWA. In such cases, more than one (1) meeting a month may occur per site with prior approval from the site administrator.
- C. No employee shall schedule, arrange, or use any school district property for non-district business or matters without complying with the [requirements of Rental Agreement Board Policy KF and its accompanying regulation, as required by Board Policy No. 1310.](#)
- D. An employee is prohibited, unless otherwise provided in this Agreement, to use District property, supplies and/or materials at any time for any personal political activity, or political efforts. (This does not preclude an employee from voting or using his/her available leave to work in local, state or federal elections.)

Comment [WN17]: Change in policy numbering system

3-5 Release Time:

- A. Designated CWA members may take release time from work during his/her normal work hours for joint union/district activities listed below, if permitted by law:
 - 1. Participation as the union member on an interview committee
 - 2. Participation as the union member on a reclassification committee
 - 3. Participation as one of the union members of a Union / District Committee
 - 4. Participation in a meeting called by the Superintendent or his/her designee
 - 5. Participation in any other joint Union/District activities.
 - 6. Fact finding research and meeting preparation with supervisory approval.
- B. CWA members shall notify their supervisor of their planned absence at least two (2) work days in advance. CWA members, 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 in accord with 3-5(-C) below. All release time shall be documented on each employee's time sheet. Release time does not count for the purpose of calculating overtime.
- C. Designated CWA members shall submit a monthly log form designated by the District to the Vice President of CWA when requesting release time. This form will specify where the employee will be, the estimated time off work, and what type of union business (per 3-5-(A), 1-6) requires absence from their work duties. This form shall be maintained as a record of the time used by the designated CWA members.
- ~~D. **D.** By the fifth work day of the month, the CWA President or CWA Vice President will turn in a monthly time log for the prior month to the office of employee relations for the amount of work time used for union business for all CWA representatives. Excluding the categories listed below, the total time in excess of forty hours per month will be charged to CWA, based on the hourly rate for all employees, if permitted by law.~~
- E.D. Attendance at any district mandated training or conference:** If the employee is required by the District to attend a mandatory training or conference, said time shall be included in calculations for overtime/comp time. Hours spent on district mandated trainings or meetings do not count for TUSD professional development credit if the District has provided release time. CWA and TUSD agree that time

Formatted: Indent: Left: 1", No bullets or numbering

Comment [WN18]: What is this trying to say?

spent on activities described herein will be paid by TUSD.

F.E. Excused Non-Paid Time Off

1. CWA and TUSD agree that Union officers, stewards or other CWA authorized union members will be excused by TUSD for the purposes of attending training, executive board meetings, conferences and other Union administrative business. For such activities, the aforementioned:
 - a. ~~Shall be treated fairly, with respect and~~ shall not face retribution in any manner by their department director or any other supervisor for their union activity. ~~Any such conduct shall be reported directly to the TUSD Employee Relations Office.~~ ~~Shall be treated fairly and with respect; any disparity of the member will be reported directly to the TUSD Employee Relations Office.~~
 - b. For emergency purposes, CWA Executive Officers may be released with reasonable notice, workload permitting.
2. CWA and TUSD agree that CWA shall make all requests for excused absences for Union activities as far in advance as possible.
3. All requests shall be submitted in writing to the Office of Employee Relations. This Union time off shall not be declined for arbitrary or capricious reasons.

Comment [WN19]: Clarity

3-6 Copies of Agreement

The District shall post a copy of this agreement on the TUSD website within thirty calendar days from the date of Board ratification.

3-7 ~~Fifty (50) printed copies will be given to CWA within sixty (60) days.~~ Information

- A. The District agrees to furnish designated CWA representatives available information concerning the financial resources of the District, including but not limited to financial reports, tentative budgetary requirements and allocations, agendas and minutes of Board meetings and seniority lists. The District also agrees to provide information needed by CWA to develop constructive negotiation proposals, provided, however, that the District shall not be required to prepare reports or surveys.
- B. Designated CWA representatives shall have access to all records and files of all ~~unprivileged non-confidential~~ information necessary to the determination and processing of any grievance.
- C. Seniority Lists: Upon request to the Employee Relations Office, the district shall provide to CWA two lists of bargaining unit employees organized as follows:
 1. in alpha order, including classification, worksite, grade, step, bargaining unit seniority date and number of hours worked; and
 2. in alpha order by site/department, including classification, worksite, grade, step, bargaining unit seniority date and number of hours worked.

Comment [WN20]: Reflects current practice

3-8 Special Committees

From time to time, the District and CWA may agree to establish ad hoc joint District-CWA committees to discuss matters of mutual concern. Such committees shall in no way be construed as bargaining committees, nor shall they be empowered to modify in any way the terms and conditions of this agreement, unless mutually agreed upon between the District and CWA.

3-9 Orientations

The District shall notify CWA at least two days prior to any Supervisory/Professional group employee orientations that are held and CWA will be allowed time after the orientation to

provide union information. If no group orientation is conducted, TUSD will provide the newly hired employee with CWA's contact information. TUSD will provide CWA with the newly hired employee's information including job title, worksite and home address. CWA will have the opportunity to meet for duration of 30 minutes with each new eligible member within one week upon the employee reporting to his/her worksite, at the employee's discretion with the supervisor's approval of scheduled meeting time. The District shall provide CWA with a list of current eligible employees in alpha order by site/department, including classification, worksite, grade, step, bargaining unit seniority date and number of hours worked, on a bi-monthly basis. CWA will provide sufficient copies of contact information to be distributed to new hires to this bargaining unit during their orientation or hiring process.

3-10 Payroll Deduction

- A. Upon receipt of written authorization from any employee, the [Board-District](#) agrees to deduct from the salary of members of CWA the annual amount due and payable by the individual as now fixed and as hereafter increased or changed as certified by CWA. Upon receipt of written authorization from any employee, the [Board-District](#) agrees to deduct from the salary of members of CWA for the Committee on Political Education and the Union Community Fund. The annual amount due and payable by the individual as now fixed and as hereafter increased or changed as certified by CWA. The [Board-District](#) further agrees to promptly transmit such monies so deducted to CWA within five (5) days after deductions are made, along with a copy of the names of the employees from which dues were deducted specifying the amounts. Twelve month employees shall have dues deducted over 26 pay periods. Employees who work less than twelve months, but have elected to receive twelve month pay, will have dues deducted over 26 pays. The changes in rates of pay shall be reflected in dues deductions
- B. The individual's written authorization shall remain in effect during the term of employment of the individual unless he/she revokes or cancels his/her authorization. If a Supervisory Professional employee changes bargaining units during the school year, he/she has thirty days from the effective date to submit a revocation form; otherwise the employee's request must be received prior to August 1. Revocation/Cancellation shall be accomplished exclusively in the following manner and will only be accepted during the month of July: The individual shall initiate the requested revocation by providing written notice to CWA and TUSD's payroll department during the month of July. CWA shall submit a list of all revocation names to the District no later than August 15 of each year. Dues deductions will cease after the August list has been submitted to the district.
- C. In the event the individual's employment terminates, the [Board-District](#) has no obligation to recover any unpaid dues amounts for CWA.
- D. **Hold Harmless/Indemnity**
CWA shall indemnify and save harmless the Board and District from and against any and all claims, damages or suits on other forms of liability which may arise out of or by reason of any action taken by the District or CWA for the purposes of complying with Article 3-10.

Comment [WN21]: For consistency

3-11 Organizational Changes

In the event the District desires to make organizational changes that affect bargaining unit employees, twenty calendar days prior to implementation of the organizational changes the District will hold discussion with the affected group of employees and the union including changing a position from non-exempt to exempt. Said discussion will include

the following matters:

1. The reason for the change;
2. The proposed implementation date;
3. The name and job titles of all impacted bargaining unit employees;
4. The process for transfers or lay off.

ARTICLE FOUR

4 EMPLOYEE RIGHTS

4-1 Legal Counsel

District shall, at no expense to the employee, provide legal counsel and representation in any legal action brought against the employee as a result of the employee acting within the scope of their employment. The employee shall be held harmless and indemnified from any and all demands, claims, suits, actions and legal proceedings brought against them in their official capacity as an agent of the District, provided the incident arose while the employee was acting within the scope of their employment.

4-2 Political Action

An employee shall have the liberty of political action outside of his/her work hours provided such action is within the laws of the United States of America and the State of Arizona.

An employee 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 his/her wishes under the assumption that failure to do so will in any way affect his/her status as an employee of the District.

4-3 Job Description

A description of duties for the specific classification shall be given to each new employee when hired, when an employee changes classification, or when the employee's job is reclassified. Job descriptions shall be available through Human Resources.

4-4 Personnel File

A. ~~Human Resources:~~ No material derogatory to a employee's conduct, performance, character or personality shall be placed in the employee's personnel file in Human Resources (HR) ~~or Food Services (HR).~~ unless a copy has been provided to the employee for review, and unless the employee has an opportunity (within ten working days) to submit a reply to the material. Said reply shall be attached to the original document and shall remain attached throughout the term of that employee's employment, unless removed by mutual agreement between the employee and the District, or other provisions of this Agreement. Said agreement shall be in writing and signed by both parties. ~~Any discipline issued as a result of physical abuse against a student shall remain in the employee's official personnel file and is not subject to removal for five years from the date of issuance. This is provided that no additional reprimands have been given during this period as a result of physical abuse against a student. Upon request all other discipline issued may be removed from the employee's official personnel file after one year from the date of issue.~~

B. Employees shall have the right to review the contents of their Human Resources personnel file ~~and Food Services personnel HR file~~ and to receive a copy of all material contained therein at District expense within ten (10) days of the

Comment [WN22]: There is no more Food Service HR – it is all one now.

Comment [WN23]: This is addressed below in Article related to Discipline 18-4 D

employee's request.

- C. If the employee has knowledge of an additional file a request under ARS § 39-121, "Inspection of Public Records" may be filed with the District and Freedom of Information Act (FOIA) requests will be honored as well.

4-5 Supervisor's Working File

A supervisor's working file(s) shall be used to document concerns and acknowledgements or accolades. Information contained in said file cannot be used for disciplinary purposes unless the employee is notified of such information within ten (10) days of being placed in the working file and the employee will be provided an opportunity to respond.

4-6 Representation

On request, a member has the right to representation when being warned, disciplined or notified of an investigation that has been concluded and may result in disciplinary action for any misconduct. The representative may be present and participate by asking clarifying questions. At any time the employee or the representative may request a short recess to confer. This shall not include coaching/counseling by a supervisor or issuing letters of direction. The member shall be responsible for arranging representation prior to the scheduled meeting. The District shall afford the member reasonable time to make such arrangements should representation be desired by the employee. A member has the right, upon request, to representation for the following:

1. when receiving disciplinary action, or being notified of an investigation that has been concluded and may result in disciplinary action
2. during reclassification appeals
3. during the grievance/arbitration process
4. during meetings reasonably requested for job-related concerns and agreed to by the District. Meetings on job-related concerns may be scheduled before, during or after the work hours at the District's discretion. In the event the meeting is held prior to or after work hours, participants shall be appropriately compensated.

4-7 Non-Discrimination

- A. Neither the District nor CWA shall discriminate against any employee on the basis of race, religion, color, national origin, age, sex, sexual orientation, gender identity, marital status or disability.
- B. 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, Civil Rights Act of 1991, and other nondiscrimination laws and regulations.

Comment [WN24]: To reflect new policy

Comment [WN25]: IS this necessary given our policies?

4-8 Outside Employment

An employee may secure outside employment beyond their normal workday and no evaluation of performance or disciplinary action shall be predicated upon lawful, non-related employment which has no impact upon the employee's job performance. Such outside employment shall not interfere, directly or indirectly, with the employee's regularly assigned duties.

- 4-9 The employee shall have the right to be free from physical and/or verbal abuse, sexual and/or mental harassment, and racial or ethnic statements.

Comment [WN26]: Again – covered by our policies

ARTICLE FIVE

5 EVALUATION PROCEDURE

- 5-1** Permanent employees shall be given performance evaluations at least once every year, or more frequently if necessary. Evaluations will be conducted for the purpose of assessing employee performance and assisting employees in their job. The evaluation may provide one of the bases for administrative decisions regarding employment, promotion, demotion, transfer, or termination.
- 5-2** No evaluation shall be based upon derogatory materials in the employee's Supervisor's Working File, unless the employee has previously been given sufficient prior notice, an opportunity to review and comment upon them, and had such comments attached to the materials.
- 5-3** The evaluator (immediate supervisor/designee) shall discuss the written performance evaluation with the employee. If a designee has been appointed prior to the evaluation, the immediate supervisor's working file shall be made available to the designee for review and input in the evaluation procedure. Both the evaluator and the employee will sign the evaluation. The signature of the employee means only that the employee has received a copy of the evaluation. The employee may attach any written comments to the evaluation at the time of the conference or within ten (10) working days of the meeting.
- 5-4** Annual evaluations shall be given face to face between the employee and the immediate supervisor/designee, except in instances when the employee is absent: Annual evaluations shall be given during the contract year of the employee. If the evaluation meeting is delayed and the employee's signature cannot be obtained because the employee is absent more than two scheduled evaluation meetings, the evaluation may be mailed by U.S. mail to the employee's home address.
- A.** If employee is brought in off contract for the evaluation, they shall be compensated at current rate of pay.
- 5-5** Any claim arising under this Article shall not challenge the substantive objectives, standards, or criteria determined by the evaluator of the District, nor shall it contest the judgment of the evaluator. Claims concerning evaluations filed under Article 6 (Grievance Procedure) shall be limited to a claim that the procedures of this Article have not been followed.
- 5-6** Discussion between a Unit member and District supervisor concerning the employee's unsatisfactory work performance or work-related problems shall, to the extent practicable, be conducted privately.
- 5-7** An annual evaluation is based on overall performance throughout contract year, not based on a single day(s) performance.
- 5-8 Procedures**
- A.** When an employee has been placed on notice that he/she has not met performance expectations, the immediate supervisor shall inform the employee they have 60 days from issuance of the rating to improve to an acceptable level. The District shall create an employee development plan of improvement. The plan shall include:
1. Identification of job assignments and performance skills for which performance is unsatisfactory;

2. A description of what the employee must do to improve the unsatisfactory performance during the 60 day period and supports the District may provide to assist the employee.
 3. A statement as to how often the supervisor and the employee will meet during the 60 day period to provide the employee with coaching and feedback; and
 4. A statement indicating that failure to meet standards at the end of the 60 day period may result in termination
- B. An employee may not receive an overall rating of less than competent on the employee's annual evaluation unless the employee has been advised in writing that he/she is not meeting performance standards.

ARTICLE SIX

6 GRIEVANCE PROCEDURE

6-1 Non-member employees shall report alleged violations of this agreement to the Office of Employee Relations.

6-2 Member grievance process

This article provides members with a process for the review of certain complaints; to assure fair and equitable treatment of all employees; to encourage the settlement of disagreements informally at the employee-supervisor level; and, to provide a timely, orderly procedure to handle grievances.

Grievable Issues

- A. A violation of an expressed term of this Agreement.
- B. All disciplinary action including written reprimands, suspensions and terminations.
- C. Working conditions, hours, and terms and conditions of employment.
- D. Departmental rules or procedures.

6-3 Grievance Procedure

- A. Grievances shall be in writing, signed by the member and the authorized union representative and include the following:
 1. The name of the member
 2. The nature of the grievance (a brief description of the circumstances)
 3. The article and section of the agreement, if any, claimed to have been violated
 4. The relief requested
- B. Grievances shall be processed in accordance with the following procedure/levels:
 1. **Level 1**
 Grievances shall be presented in writing to the appropriate supervisor within thirty (30) calendar days following the occurrence giving rise to the grievance, or within thirty (30) calendar days following the date upon which the facts of the grievance first became known. Within thirty (30) calendar days of receipt of the grievance, the supervisor, member and the authorized union representative(s) shall meet to resolve the grievance. The supervisor shall provide a written response to the member and Union within fifteen (15) working days of the Level 1 meeting. Level 1 may be bypassed by mutual agreement.
 2. **Level 2**
 If resolution is not reached at Level 1, the grievance may be appealed to Level 2 within fifteen (15) working days of receipt of the supervisor's response at Level 1. The grievance shall be presented in writing to the director of the department involved. Within fifteen (15) working days of receipt of the

grievance, the director, member and the union representative(s) if authorized by the member shall meet to resolve the grievance. The director shall have fifteen (15) working days from the date of the Level 2 meeting to provide a written response to the member and Union.

3. Level 3

Within fifteen (15) working days of receipt of the Level 2 written response, if resolution is not reached at Level 2, the grievance may be appealed to the ~~Senior Coordinator~~ Director of Employee Relations. ~~The~~ The Director of Employee Relations ~~Senior Coordinator~~, member and the authorized union representative(s) shall meet within fifteen (15) working days to resolve the grievance. The Director of Employee Relations ~~senior coordinator~~ will provide a written response to the member and authorized union representative within fifteen (15) working days of the formal Level 3 grievance meeting. Within fifteen (15) working days of receipt of the Level 3 written decision, if CWA disagrees, CWA may submit the grievance to mediation or arbitration.

- C. All grievance responses shall be in writing, signed by the supervisor/director and include a clear and concise response to the grievance and the facts on which it was based. Grievance responses will include denial or acceptance of the proposed relief in whole or in part, or an alternative solution.

6-4 Information

Reasonable access shall be made available to records and files of all information necessary for processing the grievance.

6-5 Time Limits

- A. Time limits may be extended by mutual written agreement of both parties.
B. Failure at any level of the grievance procedure to appeal to the next level by the Union and/or member within the time limits shall deem the grievance closed.
C. Failure at any step to communicate the District decision within the time limits shall permit the grievant to proceed to the next level of the grievance procedure.

6-6 No member shall suffer loss of pay when meeting on the grievance. Grievance meetings shall take place during the regular work day. Up to two (2) unit representatives may be present for grievance meetings. The primary role of the second representative is to observe and document the meeting.

6-7 Mediation

- A. At the request of either party, any grievance that has no monetary effect may be mediated with a Federal Mediation Conciliation Service mediator or another one chosen by both parties who will facilitate a resolution agreement.
B. A federal mediator may be used under the following conditions for all members of the bargaining unit:
1. All parties must sign a petition of agreement to use a federal mediator;
2. Mediation will be administered according to the Federal Mediation and Conciliation Services procedures;
3. Either party may withdraw from the proceeding at any time;
4. The grievant may attend all sessions excluding sidebars as determined by the mediator;
5. Rules of evidence do not apply;
6. All discussions are confidential to the extent allowable by law.

Comment [WN27]: Current Title

6-8 Arbitration

Advisory arbitration shall be available for an alleged violation of the Agreement that has a monetary effect on any member of the bargaining unit, and only upon petition of the Union.

- A. All arbitration hearings will be held at times and locations mutually agreeable to both the District and the Union.
- B. If the response of the Level III review does not result in resolution of the conflict, the Union on behalf of the member may request arbitration within ten (10) days of the receipt of the Level III decision.
- C. The Superintendent or designee and the Union shall submit the issue and schedule a hearing date with the selected arbitrator.

6-9 Selection of Arbitrators

The selection of arbitrators to hear grievances shall be accomplished in the following manner:

CWA and TUSD shall agree on a list of arbitrators who are acceptable to both CWA and TUSD. The arbitrators shall be placed on a list in alphabetical order and assigned in that order as each conflict resolution appeal is filed. The intent is to rotate arbitrators. If an arbitrator's schedule prevents a mutually agreeable hearing date from being scheduled within forty-five (45) calendar days, then the next arbitrator on the list shall be assigned that grievance appeal.

6-10 Arbitration Process

- A. The arbitrator shall be bound by the following:
 - 1. The arbitrator shall neither add to, detract from, nor modify the language of this Agreement.
 - 2. The arbitrator shall expressly be confined to the precise issues jointly submitted by the parties. If the parties are unable to reach agreement on the submission of issues, the arbitrator shall formulate the issues to be determined.
- B. The findings and recommendations for relief of the arbitrator shall be advisory. A copy of the decision shall be submitted to both parties within thirty (30) days of the hearing. The Superintendent's designee shall submit the arbitrator's recommended decision to the Superintendent for review and recommendation.
- C. The fees and expenses of the arbitrator shall be borne equally by the parties. All other expenses shall be borne by the incurring party.

6-11 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.

ARTICLE SEVEN

7 NEGOTIATIONS PROCEDURES

7-1 Procedure

- A. See TUSD Governing Board Policy [GCAC](#) - Negotiation Process
- B. Any change to policy [GCAC](#) shall be discussed with CWA in a collaborative process.

7-2 Release Time for Negotiations

If permitted by law, the following language will apply: There shall be no more than six (6)

negotiating team member representatives. The members designated by CWA shall be released from duty with no loss of pay for the purpose of attending negotiation meetings with the District, pursuant to this agreement.

7-3 Decertification

A. Petition

1. A petition for an election to decertify the Union may be filed with the Superintendent by an employee who is a member of the bargaining unit.
2. The petition shall contain the following information:
 - a. The name, address and telephone number of the petitioner and the name, address and telephone number of the agent to be contacted, if any;
 - b. A description of the established unit;
 - c. The approximate number of employees in the established unit;
 - d. A statement that the members in the established unit no longer desire the Union as their exclusive representative;
 - e. The petition shall be signed by at least thirty-five (35%) percent of the members in the established unit.
 - f. The petitioner shall concurrently serve a copy of the petition to the district and the union.

B. Election

1. Upon receipt of a petition for decertification, the Board may conduct an impartial representative ~~election under impartial auspices~~. The costs for such an election shall be defrayed equally by the petitioning organization and the District.
2. A petition shall not be considered whenever a representation election has been held within the twelve (12) months immediately preceding the filing of the petition. If there is an existing agreement in effect, the petition must be initiated, signed and delivered to the Board within ninety (90) to one hundred twenty (120) working days prior to expiration of the Agreement to fulfill the requirement for receipt of a valid petition for decertification.

Comment [WN28]: Clarity

ARTICLE EIGHT

8 HOURS OF WORK

8-1 Work-Week

The work-week of employees shall normally be Monday through Friday. The District may establish a different work-week for particular employees, classes, or shifts as required to meet the operational needs of the District.

8-2 Notification

When possible, the District shall give reasonable advance notification to the employee prior to any substantial change of an employee's work-week that is not considered permanent in nature. However, these notification rights shall not produce any stoppages or delays in the change until such notifications are made. The District shall give the employee a ten (10) work day advance notification prior to a permanent/long-term change in the employee's work week. Written notification of the permanent/long-term changes will also be provided to the local union.

8-3 Overtime

- A. ~~An non-employee~~ exempt employee assigned by his/her supervisor to work over forty (40) hours in any work-week shall receive compensation at a rate equal to one and one-half (1-1/2) times ~~their~~ his/her regular rate of pay, or shall be provided

compensatory time off in a manner equal to the one and one-half the number of overtime hours the employee worked. The employee shall indicate his/her preference as to overtime pay or comp time when he/she is authorized the extra work. The District reserves the right to pay off all accrued comp time balances in May before the end of the school year.

- B. When a paid holiday occurs within the work week, whether worked or not, that day shall count as a consecutive day worked for the purpose of calculating overtime.
- C. Employees changing worksites (excluding Food Service employees) shall be paid all approved compensatory time.
- D. Employees separating from the District shall be paid for all approved compensatory time.

Comment [WN29]: Clarity and reflects current practice

8-4 Call Back Pay

An employee called back to work after he/she has finished their daily work schedule and left the place of employment shall be compensated for three (3) hours time worked or the actual time worked, whichever is greater.

8-5 Show-Up Pay

If an employee reports to work and is sent home due to no fault of their own, they shall be compensated for two (2) hours of time worked.

8-6 Involuntary Overtime

To assure that in cases of emergency the District has the proper staffing to operate all school facilities, the District reserves the right to assign overtime to the first available employee qualified to perform the required services. The employee will be compensated at a rate equal to one and one-half times their regular rate of pay.

8-7 Flex Time

Employees may flex their work schedule to address incidental variations of the daily work assignment or permit flexible starting and ending times with prior notification to the employee's immediate supervisor.

ARTICLE NINE

9 RECLASSIFICATION

9-1 General Purpose

The purpose of a reclassification is to review the duties and level of responsibilities in a classification. A request for reclassification does not in any way guarantee that a position will be upgraded. Reclassifications may result in one of the following: upgrade, downgrade, or frozen at the current rate of pay, or no change.

9-2 Procedure

- A. An employee who feels that his/her duties have undergone a meaningful change in the kinds of duties and level of responsibilities since the last reclassification of position shall submit a request for review of their position by filling out a position analysis form available from Human Resources (HR) Department.
- B. If the HR Department performs an independent position audit, the employee may also appeal the allocation as defined in 9-3 below.
- C. An employee's position may be reviewed once every 12 months, upon approval of the Chief Human Resources Officer or designee. Otherwise, it can be reviewed every two years.
- D. The definition of classifications or the assignment of a classification to a pay grade

- on the wage schedule are, matters left to the sole discretion of the District.
- E. Within thirty (30) calendar days of receipt of the analysis form, HR shall inform the employee(s) of receipt. A meeting will be scheduled within thirty (30) calendar days of notification to review their classification. The review may include, but not be limited to:
 1. Position Description Questionnaire
 2. Interviews
 3. Work observation.

9-3 Appeal

If the employee disagrees with Human Resources' decision, he/she shall within twenty (20) days appeal the decision by corresponding with the Chief Human Resources Officer, specifically stating the reasons for an appeal. The Chief Human Resources Officer shall refer the appeal to the Classification Appeal Board composed of three (3) members appointed by the District, including one (1) randomly selected member of CWA. However, no District appointee who has conducted the evaluation in the reclassification will serve as a voting member on the appeals committee. The District appointee shall be present during the appeal hearing; however, will be excused for the deliberations by the Appeal Board. The Appeal Board shall review the appeal and within thirty (30) days of its receipt render a decision to the Chief Human Resources Officer. The Chief Human Resources Officer shall, within ten (10) days of the Appeal Board's recommendation, correspond with the appealing employee informing the employee of the final decision.

The final decision by the Chief Human Resources Officer is not subject to appeal.

9-4 Wage Protection

- A. If an employee is reclassified to a higher grade the new wage rate for the reclassified employee will be commensurate with the market average, the responsibilities of the position, job description and experience but not less than a seven point five (7.5 %) percent of the employees current salary. After the results of the market survey are reached and before any changes are made, there will be a discussion between TUSD's Employee Relations Department and CWA.
- B. ~~Any employees hired before August 16, 2000 shall not suffer a reduction in wages~~ ~~When the employee's classification is changed to a lower grade,~~ ~~For a period not to exceed eighteen (18) months,~~ the member 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) for a period not to exceed eighteen (18) months.

ARTICLE TEN

10 ~~10-1~~ WAGES/COMPENSATION

10-1 Wages

- A. The salary schedules shall be as listed in Appendix ~~II~~ and Appendix III.
- B. All positions covered by this agreement (both exempt and non-exempt) shall be as listed in Appendix I. During the term of the Agreement, the salary schedules (Appendix II) shall not be changed without the mutual agreement of CWA and the District.
- C. If any other bargaining unit or non-bargaining unit receives a salary increase, CWA shall receive the same percentage increase.

10-2 Longevity Stipend

Comment [WN30]: Both the exempt and non-exempt salary schedules are in Appendix II.

Length of service shall be recognized by adding to the employee's salary as follows:

At completion of the 5 th year	\$.25 cents per hour
At completion of the 10 th year	\$.55 cents per hour
At completion of the 15 th year	\$.65 cents per hour
At completion of the 20 th year	\$.75 cents per hour
At completion of the 25 th year	\$.85 cents per hour
At completion of the 30 th year	\$.95 cents per hour
At completion of the 35 th year	\$1.05 per hour

10-3 Working Out of Class

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

- A. Employees assigned by his/her supervisor to perform all the duties of work in a higher paying classification or grade ~~in the unit~~ than the grade of the position in which they perform their regular duties, shall receive additional compensation of two dollars and seventy-five cents (\$2.75)
- B. Employees assigned to perform work in the absence of a department head will be compensated at a rate established by the District for serving in that assignment.
- C. This provision does not apply when the employee is assigned to perform duties as part of the industrial light duty program.

Comment [WN31]: Clarity and reflects current practice

10-4 Mileage Allowance

Authorized employees who are required to use their vehicle(s) for District business are to be reimbursed at a rate set by the Governing Board. Employees will not be required to utilize their personal vehicle for District business unless such use is included in the job posting or job description.

10-5 Uniforms

If distinctive uniforms are required for an employee, the cost of purchase, lease, or rental of uniforms, identification badges, protective gear, emblems or cards for the employee shall be borne by the District. Such items provided by the District shall be returned to the District upon separation.

Uniformed security agents shall be provided with an initial uniform allowance of \$700 for the purpose of purchasing uniforms. In addition, uniformed security agents shall receive an annual uniform maintenance allowance in the amount of \$350. If items such as webgear become unserviceable, the employee may turn the unserviceable equipment in order to receive funds to replace such items. The maximum dollar amount for equipment replacement shall not exceed \$200 in any given year.

10-6 Shift Differential

Any employee(s) scheduled to start work at or after the hour of 1:00 p.m. or before the hour of 5:00 a.m. shall have fifty-five cents (\$.55) added to their hourly rate of pay. Employee(s) normally assigned to said shifts shall receive the shift differential when absent or temporarily assigned to day shift.

10-7 Pay Plan Procedure

Effective August 2007, less-than-12-month employees will have the option of selecting one of the following pay plans:

- Regular paychecks – every other Friday during the contract term of the employee.
- Twenty-six paychecks – every other Friday all year.

The paychecks during the summer months when the employee is off contract will be mailed to the address the Finance Department has on file at the end of the school year. The paychecks will be taxed at the employee's tax rate in effect at the end of the school year. Direct deposits will be processed according to the employee's direct deposit information in effect at the end of the school year.

This option is only available for those employees employed on the first day of the contract and ~~to~~ employees can participate in this option only if they have elected it by July 15th of each year.

ARTICLE ELEVEN

11 BENEFITS

11-1 MEDICAL INSURANCE Medical Insurance

- A. For the duration of this agreement, the employee will pay up to 15% of the cost of the PPO medical premium for district sponsored single coverage medical insurance for each employee. For FY 201~~5~~4-201~~6~~5 only, the district will absorb \$23.94 of the monthly cost.
- B. The following options are available for purchase at the employee's expense:
 - 1. Dental insurance
 - 2. Vision insurance
 - 3. Disability insurance
 - 4. Dependent insurance premiums for health, vision, life, or dental plans
 - 5. Life insurance (up to six times salary or a maximum of \$1,000,000.00).
- C. The District's contribution to an employee's district-sponsored insurance shall cease when an employee terminates or separates from the District.

11-2 **Health Insurance Benefit Retention**

Employees on unpaid leave may retain their insurance benefits by paying the premiums personally.

11-3 **Life Insurance**

All full-time employees shall be provided at district expense with a term life insurance policy equal to the employee's base salary as of August 11, 2011, but no 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 but not less than \$5,000. Employees shall have the option of purchasing additional term life insurance at his/her/their own expense.

ARTICLE TWELVE

12 **RECRUITMENT/SELECTION PROCESS**

12-1 **Vacancies**

It is recognized that all position vacancies within the bargaining unit may represent a promotional opportunity for some bargaining unit member. 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 vacancies within the bargaining unit.

- A. Positions held by employees on leave status lasting over twelve (12) months will be considered vacancies and will be posted. When it is known a leave will extend beyond twelve (12) months, the position may be posted after the end of the eleventh (11) month.
- B. All vacancies shall be filled within thirty (30) days after the posting closes, except as provided in 3 below.
- C. Vacancies occurring within ninety (90) days of the end of the school year may be filled by temporary/hourly employees for the balance of the school year.
- D. Upon request, the district shall provide CWA, no more than once per quarter, a list of budgeted district-wide vacancies and all CWA job classifications.

12-2 Job Vacancy Notices:

- A. ~~When regular school is not in session, all vacancy notices shall be available bi-weekly, coinciding with payday Friday, at the Payroll Department for all bargaining unit employees who work at school sites. Employees at all other departments will continue to receive notification at the worksites. All vacancy notices shall be posted on the District web-site.~~
- B. All vacancy notices, ~~excluding Food Service,~~ shall be posted ~~at job sites on the district website~~ for at least five (5) days prior to closing from August 1 to June 30. All vacancy notices shall be posted for at least ten (10) days prior to closing for the month of July.
- ~~B. All Food Service vacancies, including newly created positions, shall be posted at job sites for at least five days prior to closing from August 1 to May 31. All vacancies shall be filled within thirty (30) days of the close of posting. For June and July, Food Service vacancies shall be posted for five days on District job vacancy listings.~~
- ~~C. In addition, the District provides a listing of all job vacancies on the TUSD website.~~
- ~~D.C.~~ Each vacancy notice shall include: position, hours, work location and closing date.

Comment [WN32]: Reflects current practice

12-3 Transfer

- A. To be eligible for a transfer, an employee:
 1. May not have had an employee initiated transfer within a calendar year. (The date is calculated by using the effective date of the last transfer [or the employee's bargaining unit date for a new hire] and computing one full calendar year from that exact date); and
 2. Must have passed the initial and/or promotion probation period from which he/she is applying, cannot have current discipline or be on a plan or recommendations for improvement, and must have been in his/her current position one calendar year.
- ~~B. Applications of employees who have been screened for interviews will have copies of any reprimands/disciplinary actions attached (along with employee rebuttals), and copies of the three most recent accolades attached, if applicable.~~
- ~~C.~~ Employees initiating the transfer process may do so through the application process or by submitting a letter of intent to the Human Resources Department or Food Services Department on or before the closing date of the position. This letter of intent may substitute for an application but will serve as the basis for eligibility for interview and ultimate hiring decisions.
- ~~D.B.~~ ~~The interview questions and final overall scores shall be made available for review to the grievant or representative in preparation for grievance proceedings.~~
- ~~E.C.~~ The new pay rate for the transferred employee will follow the guidelines

Comment [WN33]: Hiring supervisor can check the HR file

Comment [WN34]: Duplicative – See below

established in Article 9-4

F.D. Should the employee believe that previous related experience should be considered for additional compensation, they must present that information to human resources within five days of receipt of the transfer letter.

G.E. All transfer decisions may be grieved if ~~deemed the applicant believes the~~ proper process was not followed.

Comment [WN35]: Clarification

12-4 Promotion

A. To be eligible for a promotion, an employee must have passed the probation in the current position held, and must have been in his/her current position for one full calendar year, unless they were subject to a district reorganization. Employees cannot be on an active plan or recommendations for improvement.

B. All promotion decisions may be grieved if ~~deemed the applicant believes the~~ proper process was not followed.

C. ~~The interview questions and final overall scores of the individual shall be made available for review of the grievant or representative in preparation for grievance proceedings.~~

Comment [WN36]: How is this different from transfer? Granted it involves a move to a higher grade but isn't the process the same?

D.C. Any eligible employee meeting the required minimum qualifications may apply for a vacancy by submitting an application to Human Resources or Food Services on or before the advertised closing date.

E.D. The new pay rate for the promoted employee will follow the guidelines established in Article 9-4. Should the employee believe that previous related experience should be considered for additional compensation, they must present that information to Human Resources within five days of receipt of the promotion letter.

Comment [WN37]: Repetitive

12-5 Candidate Selection

All minimally qualified applicants will have their applications referred to the hiring official. The hiring official may then further screen the applications based on advertised additional or preferred requirements, or by criteria approved by Human Resources. Justification must be provided to Human Resources for any individual not referred for interview.

12-6 Interview Process

The candidates selected for referral shall be interviewed by a committee composed of at least three (3) persons including:

A. One (1) employee selected from a CWA generated list; if one is not available, a Supervisory Professional employee may be used with the approval of CWA.

B. The immediate supervisor (Chairperson);

C. ~~Where affirmative action needs must be met, a representative from the protected class.~~

D.C. All interview questions or applicable skills tests, if necessary, shall be job-related and approved in advance by Human Resources in consultation with the Department Head.

E.D. The chairman of the interview committee shall forward the name of the applicant being recommended for hire to the department director who will forward the packet to the Chief Human Resources Officer or Food Services. No selection process shall be considered completed 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.

F.E. In the event that an applicant files a grievance relating to the interview process, the interview questions and final overall scores shall be made available for the

Comment [WN38]: We do not consider affirmative action any longer

grievant or representative to review in preparation for any grievance proceedings.

Comment [WN39]: Moved and consolidated

12-7 Voluntary Demotion

When an employee voluntarily demotes (through the application process), the employee will 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).

ARTICLE 13

13 LAY OFF

13-1 Lay Off

~~B.A.~~ If it becomes necessary to reduce the work force of any classification in the bargaining unit, temporary and probationary employees occupying the affected classification shall be laid off first. Order of layoff of part-time and full-time employees shall be in the inverse order of District seniority within the affected classification. For the duration of this agreement, no employee hired before August 16, 2000 shall be subjected to lay-off and the employee will be subject to Article 9-4B if transferred to another position.

~~C.B.~~ The District shall notify Supervisory Professional CWA and affected employee(s) of a layoff as far in advance as possible, but at least two (2) weeks in advance.

~~C.~~ While on lay-off, all employees shall be eligible for COBRA benefits at the employee's own expense as permitted by law.

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~~12-8~~13-2 Recall Rights:

A. Temporary assignments shall be offered to qualified laid off employees within the classification who have recall rights in the order of District seniority before any other person is offered a temporary assignment within the affected classification.

B. An employee who is recalled shall be notified by phone or by certified-First Class mail at the address on file in Human Resources. The employee is responsible for providing/maintaining a current address on file in Human Resources. If the employee does not contact the Chief Human Resources Officer within five (5) working days of the date of postmark on the recall notice, or within one (1) working day if contacted by phone, he/she 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) working days of acceptance. An employee who, at the time of recall, has accepted another position within the District at a higher paying classification than the one from which he/she was laid off, shall be deemed to have no further interest and shall not be considered for recall to the previous position.

C. ~~Individuals~~ Employees shall retain recall rights equaling the length of service to a maximum of two years from the date of lay off. Individuals recalled shall have their date of hire and District seniority reinstated, as if they had not been laid off, and shall be placed on the salary schedule at the grade and step amount closest to, but not less than, when laid off.

D. Employees who have been involuntarily transferred from a classification because of staff reduction or lay off, 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.

Comment [WN40]: Consistent with current practice

Comment [RS41]: CWA wants 10 days

Comment [WN42]: Consistency

- E. The Human Resources Department shall be responsible for generating computerized listing(s) of employees eligible for recall. Listing must include the employee(s) by name, worksite, classification job code, district and classification seniority, and hours per day.

~~42-913-3~~ ~~42-40~~ **Reduction or Elimination of Aa Bargaining Unit Classification**

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 from a list of choices provided by the District, but not limited to, any vacated position previously held within any bargaining unit or any classification in which the employee meets the minimum qualifications by exercising District seniority. Employees who are moving to another classification shall not be subject to reduction of months of annual employment or reduction of regularly assigned work hours, unless agreed upon by the employee. In this instance, the employee will be subject to Article 9-4B Wage Protection. In the event there is more than one employee competing for positions as a result of lay-off, then district-wide seniority shall be utilized in determining preference for placement. Under no circumstances shall the application of this article result in a promotion of the affected employee.

~~42-4013-4~~ ~~42-11~~ **Involuntary Site Transfer – All Employees**

- A. 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 District 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. Employees who are assigned to another classification shall not be subject to reduction of months of annual employment or reduction of regularly assigned work hours, unless agreed upon by the employee. In this instance, the employee will be subject to Article 9-4B Wage Protection. In the event there is more than one employee competing for positions as a result of lay-off, then district-wide seniority shall be utilized in determining preference for placement.
- B. 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 District 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 District seniority being reassigned to the last vacant position.
- C. 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, District seniority, hours per day.
- D. 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

ARTICLE THIRTEEN-FOURTEEN

~~4314~~ ~~13-4~~ **HOLIDAYS**

~~4414-1~~ **Holidays**

9, 9-1/2, 10, 10-1/2 and 12 month employees shall be granted the following paid holidays, provided they were on-pay status during any portion of their regular work day of their

Comment [WN43]: This should be a separate Article

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assignment immediately preceding or succeeding the holiday.

**Nine (9), Nine and a half (9-1/2), Ten (10),
~~14-1~~ and Ten and a half (10-1/2) Month Employees**

Labor Day	1
Veterans' Day	1
Thanksgiving.....	2
Winter Break.....	10
Martin Luther King Day	1
Rodeo	2
Spring	3

Twelve (12) Month Employees

Independence Day.....	1
Labor Day	1
Veterans' Day	1
Thanksgiving.....	2
Christmas	2
New Years	2
Martin Luther King Day	1
Rodeo	2
Spring	1
Memorial Day.....	1

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

ARTICLE ~~FOURTEEN~~ FIFTEEN

15 LEAVES OF ABSENCE WITH PAY

15-1 Sick Leave Accrual

- A. ~~Beginning in the 2014-2015 school year, a~~ All employees shall be eligible for sick leave benefits based on their normal daily hourly assignment which will be accumulated without limit and ~~front loaded at the beginning of the fiscal year~~ accrued at the following rate:

Sick Leave

12-Month	8 Days a Year
10-1/2 Month.....	5 Days a Year
10-Month	5 Days a Year
9-1/2-Month	5 Days a Year
9-Month	5 Days a Year

- B. Employees may accumulate, but not utilize, sick leave during their initial probationary period.
- C. Employees are required to notify their immediate supervisor(s) or designee(s) of a necessary sick leave absence at least one hour prior to the start of the employee's work day. It is the immediate supervisor's responsibility to implement a procedure and notify the employee of the procedure to meet this requirement.

- D. Employees who need to leave their position before the work day is finished, or employees who start their work day later, will have their absence time charged to sick leave to the nearest quarter hour.

| 15-2 **14-2 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 their job or when a member of their immediate family is ill enough to require the employee's attention, or for verified doctor appointments. For purpose of illness, the term family shall mean parents, foster parents, step-parents, spouse, child, brother, sister, mother-in-law, father-in-law, aunt, uncle, grandparents, grandchildren, a child to whom the employee stands in place of a parent, or anyone in the metropolitan Tucson area for whom the employee has or shares a major financial responsibility and is an established resident within the household.
2. A written statement from the treating physician will be required by the District to substantiate an absence due to an employee's illness or for illness within the employee's immediate family (as defined in paragraph A above) 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 family of an employee, the employee may take up to eight (8) days of sick leave including necessary travel time, excluding weekends. Additional days may be granted at the discretion of the Superintendent or his/her designee. For purpose of this paragraph, family is defined in 14-2(A) above.

| 15-3 **14-3 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 Chief Human Resources Officer 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 will designate the donation in the name of the employee to receive the donation.
- C. The recipient employee will 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 will 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 will be restored to the donor(s). Days of leave, not the actual wage of the donor employee, will be donated.
- D. No employee shall be eligible for the Medical Leave Assistance Program after he/she qualifies for long-term disability coverage.
- E. No employee shall be eligible for the Medical Leave Assistance Program after he/she qualifies for ~~long term or short-term leave disability coverage.~~

Comment [WN44]: Clarification

15-4 ~~14-4~~ **Personal Leave Usage**

~~A.~~ Personal leave shall be accrued according to the frequency established in district procedure.

~~B.A.~~ At the beginning of every school year each employee shall ~~accrue be credited~~ personal leave as defined below. ~~Employees shall begin accruals on July 1 of each fiscal year.~~

PERSONAL LEAVE

12 MONTH.....	8 DAYS A YEAR
10 ½ MONTH.....	7 DAYS A YEAR
10 MONTH.....	7 DAYS A YEAR
9 ½ MONTH.....	7 DAYS A YEAR
9 MONTH	7 DAYS A YEAR

~~C.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, will have their personal leave prorated.

~~D.C.~~ An employee planning to use a personal day or days shall notify his/her immediate supervisor at least one day in advance, except in cases of emergency. Use of personal leave must be approved by his/her immediate supervisor. It is understood that personal leave usage is a benefit meant to be utilized at the employee's discretion as needed, and so the District will attempt to honor all reasonable requests made following the guidelines.

15-5 ~~14-5~~ **Vacation Leave Eligibility**

Employees assigned to a regular part-time or full-time twelve (12) month positions may accumulate vacation leave, but not use it during the first year of employment.

15-6 ~~14-6~~ **Vacation Leave Accrual**

- A. Years of service shall be calculated from the employee's most recent date of hire in the District in a regular part-time or full-time position.
- B. Employees covered by this agreement shall accrue vacation leave benefits based on the number of regularly assigned daily hours. Beginning 2014-2015 vacation leave shall be accrued according to the frequency established in district procedure below:
- C. Employees will accrue vacation at the rate of ten (10) days annually during the first, second, third, fourth, and fifth years of service.
- D. Employees will accrue fifteen (15) days annually during six through fifteen years of service.
- E. Upon completion of fifteen (15) or more years of service, employees will accrue twenty (20) days annually.
- F. Twelve (12) month employees may accumulate up to and no more than 160 hours (or prorated cap) of vacation at any given time. No more than 160 hours may be rolled over into the next fiscal year. Vacation must be scheduled well in advance to ensure that an employee has the opportunity to use available vacation time.
- G. If a nine and one-half (9-1/2), ten (10), or ten and one-half (10-1/2) month contract employee is transferred to a twelve (12) month position, the employee will 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.

15-7 ~~14-7~~ **Vacation Leave Usage**

A. Employees having earned vacation may take vacation in increments as approved

Comment [WN45]: Are we going to front load this as well?

- by the immediate supervisor and/or site administrator.
- B.** If under this agreement vacation will be lost, the supervisor shall submit in writing a request to payout the vacation earned by any employee to the Chief Financial Officer (CFO) by March 31 of the year in question. The CFO then shall either mandate that vacation be taken by the employee or approve that the vacation leave be paid out.
- C.** If a holiday occurs during an employee's vacation, said holiday shall not be deducted from accumulated vacation leave.
- D.** A twelve (12) month employee transferring to a ten (10) month position will take accumulated vacation during the twelve (12) month assignment. If the employee is unable to take accumulated vacation during that time, time off shall be allowed in accordance with present vacation policy at the convenience of the supervisor in the new assignment. If time off is not allowed, the employee's vacation leave accrual shall be paid out at the 12 month rate no later than 2 pay periods after the transfer is completed. Under no circumstances will the employee be allowed to work and draw vacation pay at the same time.

14-9 Emergency Leave

~~See TUSD Governing Board Policy C *** - Emergency Leave~~

15-8 ~~14-10 Released Time (Multiple Requests)~~

Released time may be granted to attend any approved conference, or convention, or District-authorized educational opportunity which would enhance an employee's work performance. First consideration will be given to employees participating or presenting at 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.

ARTICLE ~~FIFTEEN~~-SIXTEEN

16 UNPAID LEAVES OF ABSENCE

16-1 ~~15-4 Unpaid Leaves of Absence~~

- A.** The Board may grant a leave of absence to employees not to exceed one (1) year for the purposes listed below. No leaves will be granted for other employment.
 1. Health of employee (doctor's verification of illness is required)
 2. Health of immediate family (as defined in ~~4415-2-A~~); doctor's verification of illness or disability and projected date of return to work is required)
 3. New infant or childcare (birth certificate or doctor's statement required)
 4. Course of study, education or training, as approved by TUSD (enrollment or registration documentation required)
 5. Military service (military order required)
 6. Campaign/Serve in public office
 7. Union business
- B.** Employees must have worked the equivalent of one full school year to be eligible for an unpaid, board-approved leave of absence, and must not be on a plan for improvement or pending discipline.
- C.** Employees may be granted consecutive leaves not to exceed one calendar year (ARS 15-510).
- D.** Upon granting the authorized absence, all rights of seniority, retirement, accrued leave with pay and other benefits shall be preserved and available to the applicant after the termination of the leave, provided they were earned prior to the leave.

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Comment [WN46]: Not seeing what this is referencing. I can see no policy relating ot Emergency Leave

~~Only during military leave will seniority continue to accrue.—~~

- E. ~~An E~~employees on unpaid leave of absence shall be allowed to continue health, vision, and dental insurance coverage in the program in which he/she 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 the employee's expense.
- F. 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.

16-2 ~~15-2~~ Family Medical Leave

~~All requests for family medical leave by District employees will be processed in accordance with the Family Medical Leave Act. In accordance with law, employees may qualify for family medical leave.~~

Comment [WN47]: Consistency

16-3 ~~15-3~~ Short Term Leave

- A. 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. When an employee has exhausted his/her paid leave and is medically unable to return to work, he/she shall be allowed up to thirty (30) consecutive days on an off-pay status, with a doctor's excuse. During this off-pay status, the District will 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. At the end of this period, he/she must return to work (and provide a medical release), or request for a board-approved leave. A short-term leave for personal business may be granted; however, it shall be with loss of pay and shall not exceed thirty (30) days. At the end of this period he/she may request a board-approved leave or return to work.
- B. ~~165-3-A~~ (Short Term Leave) and ~~165-2~~ (Family Medical Leave) may not be used consecutively.

16-4 ~~15-4~~ Maintenance of Position

- A. Upon termination of a board-approved leave (12-month or less) or a short-term leave, the employee, if he/she has not been subject to layoff, will be restored to his/her previous classification, grade and step. Seniority shall not accrue during the unpaid leave of absence above, but shall be restored at the level prior to the leave of absence.
- B. If the employee is affected by layoff during said leave of absence, he/she shall be covered by provisions in Article 132, Lay Off.

16-5 ~~15-5~~ Jury Duty

- 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 or witness 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. ~~Employees subpoenaed for jury duty or as a witness, are required to submit a copy of the jury summons or subpoena to his/her supervisor and inform the supervisor of his/her choice regarding jury duty pay. Absence forms shall be submitted in the pay period while serving as a juror or as a witness. No receipt need be submitted with the absence sheet if the employee chooses to take a pay dock or a personal leave day.—~~

Comment [WN48]: Unnecessary

- B. Absences due to litigation while the employee is either a plaintiff or a defendant must be charged to personal leave, vacation, or dock.

16-6 ~~15-6~~ Military Leave

Employees will 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).

16-7 ~~15-7~~ Absence Due to On-the-Job Injury

- A. An employee will use accumulated paid leave (sick, personal or vacation) for absences due to an industrial injury, ~~not to exceed 100% of their regular pay.~~ After the seventh day of absence, the District's Self-Insured Workers' Compensation Trust Fund will ~~also begin~~ compensate the employee in accordance with state law. The employee may utilize any remaining paid leave to supplement the Worker's Compensation payment up to -100% of his/her regular pay. Within four weeks of returning to work, an employee may make arrangements with Payroll to buy back paid leave used to supplement Workers' Compensation benefits for an on-the-job injury or illness.
- B. When all paid leave (sick, personal or vacation) has been exhausted, the employee will be placed on an unpaid, Worker Compensation leave. During this unpaid leave, the District shall continue to pay the premiums on its portion of the district-sponsored medical insurance in which the employee was enrolled in at the beginning of the leave.
- C. Employees injured on the job may be assigned to work "restricted duty" as recommended by the industrial injury treating physician. When restricted duty will exceed six (6) months, the employee will be placed on an unpaid worker's compensation leave.
- D. A combination of paid leaves, restricted duty, and unpaid leaves of absences are not to exceed twelve (12) months for a single on-the-job injury. At twelve months, the position will be released for recruitment.
- E. When an employee has been awarded a permanent disability preventing him/her from performing the essential functions of his/her pre-injury job classification, the District will attempt to find a position for which the employee can qualify and/or in which reasonable accommodations can be made for the disability. In such a placement, regardless of any provisions elsewhere in this Agreement, the employee will be paid the appropriate rate for the new position. Placement in another position as described in this article will not be considered if the employee is pending lay-off, suspension or termination. Said employee is subject to a probationary period of 60 calendar days.
- F. The District will adhere to the Arizona Workers Compensation Statute, the Federal Family Medical Leave Act, and the Americans With Disabilities Act.

Comment [WN49]: To more accurately describe this process.

Comment [WN50]: Accuracy

ARTICLE ~~SIXTEEN~~ SEVENTEEN

17 SEPARATION

- 17-1 ~~16-1~~ **Severance Pay** – discontinued as of June 30, 2010, the employee's severance pay benefit is calculated as follows for those with 13 or more years of continuous service and this dollar amount will be frozen as the employee's minimum severance pay. It is

calculated at .006 times the FY 2010 salary times the employee's years of service and will be paid out at time of separation.

Comment [RS51]: CWA wants better language

17-2 ~~16-2 Sick Leave Payout – EFFECTIVE JULY 1, 2010–~~

- A. After ten (10) consecutive years of service in the Tucson Unified School District, employees who are Supervisory/Professional as of the effective date of the agreement, or who become Supervisory/Professional after the effective date of the agreement, shall receive pay for unused sick leave.
- 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 UP to a maximum of 500 hours. 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 will 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.

~~16-3 Those benefits contained in 16-1 and 16-2 are only available to those employees who voluntarily separate from the district.–~~

~~16-4 Insurance conversion for retired employees in accordance with law.–~~

~~Retired employees will be eligible to continue medical insurance coverage through cobra. The information will be provided to the retired employee upon retirement.–~~

17-3 Those benefits contained in this article are only available to those employees who voluntarily separate from the district.

Comment [WN52]: Moved to "Medical Benefits" section

17-4 ~~16-5~~ Upon separation, employees shall receive pay at their hourly rate for all unused vacation leave.

ARTICLE SEVENTEEN-EIGHTEEN

18 DISCIPLINE

18-1 ~~17-4~~ **Reasons for Discipline**

An employee may be disciplined for just cause including, but not limited to, the following:

- A. Conduct which violates any applicable rules, regulations or policies of the Governing Board. Any other inappropriate or discriminatory behavior or actions constituting unprofessional conduct may be cause for discipline.
- B. Insubordination is the failure of an employee to obey lawful verbal or written directives, or refusal to comply with reasonable instructions by the employee's supervisor.
- C. Unprofessional Conduct includes, but is not limited to, the following:
 - 1. Failure to hold personnel under their supervision accountable for misbehavior, inadequate performance, violation of Governing Board policies, regulations and applicable laws, or unprofessional conduct;
 - 2. Conduct involving physical abuse while performing as an agent of the District;
 - 3. Conduct involving being under the influence of alcohol or the use or abuse of illegal drugs;

- 4. Unauthorized absences or excessive tardiness, in accordance with Governing Board Policy ~~No. 4240;~~ [GCC and GBEB and its accompanying regulation](#)
 - 5. Dishonesty; or
 - 6. Misuse or unauthorized use of District property.
- D. Any discipline issued as a result of an assault against a student or person shall remain in the employee's official personnel file and is not subject to removal for five years from the date of the decision of the Director of Employee Relations, or a memorandum of agreement signed by CWA and TUSD has been received by the Office of Employee Relations. This is provided that no additional reprimands have been given during this period.
- E. At the written request of the employee, a reprimand may be removed after a period of one calendar year from the date of the incident leading to the reprimand, if the employee has received no other discipline during the one (1) year period. However, the reprimand may be removed earlier with immediate supervisor/director concurrence.

18-2 ~~17-2~~ Types of Discipline

- A. Letter of Direction (Letter of Direction shall not be grievable and shall not be placed in the permanent HR file)
- B. Written reprimand
- C. Suspension with/without pay
- D. Suspension with/without pay for up to ten working days
- E. Dismissal.

18-3 ~~17-3~~ Criteria for Selecting the Proper Level of Discipline

Progressive discipline shall be used except in cases where infractions arise which may require the omission of one or more of the immediate steps in this article. Should a situation occur where a step in progressive discipline is skipped, the infraction should be identified and justified by the supervisor.

18-4 ~~17-4~~ Personnel Authorized to Impose Discipline

The employee's immediate supervisor or primary administrator/designee may impose discipline on an employee.

18-5 ~~17-5~~ Right Not to Impose Discipline

The Governing Board reserves the right not to discipline an employee.

18-6 ~~17-6~~ Copies of Documented Evidence

Copies of any available relevant documentation or evidence will be included with any written disciplinary actions when issued to an employee.

18-7 ~~17-7~~ Notification of Disciplinary Actions

Prior to taking disciplinary action against an employee, the responsible supervisor or administrator shall advise or notify the employee that disciplinary actions may be taken and schedule a meeting to discuss the matter. A representative of the employee's choice may accompany the employee to this meeting. Non-availability of the employee or representative for more than five days shall not delay appropriate actions, if any.

18-8 ~~17-8~~ Rate of Pay

Employees participating in the discipline process proceeding shall receive their regular rate of pay for any part of their workday spent in attending meetings or conferences

scheduled by the District.

18-9 ~~17-9~~ Documentation of minor deficiencies of behavior or offenses which are over one (1) year old will not be admissible in any grievance procedure, unless the employee uses as a defense in such procedure the claim that no minor behavior deficiencies or offenses had ever been brought to their attention in accordance with [Article Seventeen, Discipline this article.](#)

18-10 ~~17-10~~ **Notice of Administrative Leave/Assignment to Home**
Employees placed on administrative leave or assignment to home are not precluded from contacting TUSD Human Resources/~~Food Service Human Resources~~ and/or employee local union representative during the period of administrative leave/home assignment.

ARTICLE ~~EIGHTEEN~~ NINETEEN

19 LINES OF SUPERVISION PROCEDURE

19-1 ~~18-1 A.~~ All employees have the right to be primarily responsible to only one person for the purpose of supervision and evaluation. The employee shall be notified of any change of evaluator/supervisor which will last over one month.

19-2 ~~B.~~ An employee's evaluator/supervisor cannot be related to the employee by family or marriage. No person employed by the District may be [directly supervised within the line of supervision of](#) ~~by~~ a close relative or domestic partner. This applies for summer, independent contracts, temporary, hourly or part-time work as well as for full-time employment.

Comment [WN53]: I accordance with board policy

19-3 ~~C.~~ When Lines of Supervision change, the District shall notify CWA and post a current copy for employees to review at affected sites.

ARTICLE ~~NINETEEN~~ TWENTY

20 PROFESSIONAL DEVELOPMENT

The professional development fund will be suspended for the 2014-2015 school year. TUSD and CWA will revisit this article for the 2015-2016 school year.

20-1 ~~19A~~ A committee consisting of representatives of both TUSD and CWA shall be formed and shall meet to set guidelines for accessing the professional development fund. These guidelines shall include eligibility requirements and the application process. TUSD shall allocate 40 thousand dollars for reimbursement of tuition, conference fees and or workshops following the guidelines established by this committee. Up to ten thousand dollars not used for the 2010-2011 may be rolled over into the 2011-2012 fiscal year and added to the budgeted amount of 40 thousand dollars for a maximum of 50 thousand dollars.

~~ARTICLE TWENTY~~ ~~APPRENTICESHIP~~

~~20-1 DEFINITIONS:~~

~~a. An APPRENTICE is a full-time employee governed by the provisions of the appropriate~~

Comment [WN54]: Do we still have this?

bargaining unit, Apprenticeship Agreement and Apprenticeship Policies and Procedures.

b. The **APPRENTICE COORDINATOR** facilitates recruitment, hiring process, specifies work processes, changes in scheduled work hours and related training. the coordinator supervises

all aspects of apprentice training and conducts periodic performance reviews. The coordinator will be responsible to compile on-the-job training progress information from the journeymen, mentors and the apprentice's shop supervisor. The Apprentice Coordinator will maintain continuing program compliance with U.S. Department of Labor regulations.

c. The **APPRENTICE COMMITTEE**, a four-member body composed of an equal number of management and union representatives. The committee will serve as the intervening democratic body, which will make recommendations when a ruling is required to achieve a prescribed outcome. The Apprentice Coordinator is responsible for all final ruling when the Apprentice Committee is in deadlock.

d. The **JOINT APPRENTICE COMMITTEE** will be chaired by the apprenticeship coordinator and consist of equal members of management and appropriate union representatives. The joint committee will review recommendations from the apprenticeship coordinator for all modifications to the program manual of policies and procedures. The apprentice coordinator is responsible for all final ruling when the apprentice committee is in deadlock.

e. The **APPRENTICESHP AGREEMENT** is the signed document created by the Apprenticeship Coordinator, which outlines on-the-job and related training requirements.

f. The **APPRENTICESHIP PROGRAM, POLICIES AND PROCEDURES**, is the board adopted manual which outlines all TUSD apprentice program standards in accordance with the State of Arizona. Any revisions or amendments to this document must be approved by the joint apprenticeship committee and submitted to State Board of program registration. All terms and agreements set forth for the apprentice program will mirror into all bargaining units contracts or agreements in order to create and maintain a level of unified stability.

20-2 APPRENTICESHIP PROGRAM TERMS:

The Apprentice must follow the Apprenticeship Agreement and Apprenticeship Policies and Procedures. Apprentice employees are subject to all terms of the employee agreement with listed exceptions 20-3.

20-3 EXCEPTIONS TO THE MOU

1. **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. Apprentices who were TUSD employees immediately preceding their entry to the apprenticeship

program are subject to Article 12-7 of the agreement, "Voluntary Demotion" if they drop out. Apprentices who are involuntarily removed from the program are subject to Article 9-4 "Wage Protection". Probationary period may be extended at any time following the completion of 1000 hours for duration of six months. Apprentice must be notified of any probationary extension.

2. 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. 100 percent of all classes must be attended. Absences must be approved in advance by the apprenticeship coordinator. Apprentice will be required to maintain a related training time log as prescribed by the apprentice coordinator. Any failed classes must be retaken at the apprentice's own expense in order to advance in the program. Related training classes paid for by the district will not be eligible to use as professional development credit. Any classes paid for by the apprentice while enrolled in the apprenticeship program may be banked until program completion.

3. RECRUITMENT/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 appointed by the apprenticeship coordinator and be comprised of the apprenticeship coordinator, at least two members from the apprentice's trade shop and one member of appropriate bargaining unit, (if neither tradesman is a union member). Where affirmative action needs must be met, a representative of the protected class shall be on the committee. All selections shall follow U.S. Department of Labor Recommended practices as detailed in the Apprenticeship Manual of Policies and Procedures. Recruitment / selection process will be conducted by the apprenticeship coordinator.

4. Progress Review/Advancement/Cancellation the Apprenticeship Coordinator and the apprentice's first line supervisor shall review the apprentice's records of performance of both on the job and related training, a minimum of every three months. Training records will be obtained through input from the journeymen mentors and shop supervisors. A performance review will be conducted by the apprenticeship coordinator every six months. Failure of the apprentice to achieve any of the six-month benchmark duties detailed in the Apprenticeship Agreement will result in the apprenticeship coordinator recommending a six-month delay in advancement on the Apprentice Wage schedule and increases the length of program completion. 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 of the Apprenticeship Coordinator to deny advancement will stand. Failure to bring work up to standards in the following six-month period may result in cancellation of the Apprentice Agreement, and termination of employment with TUSD.

5. Cancellation for Previous Employees: Apprentices who were TUSD employees immediately preceding their entry into the apprenticeship program are subject to Article 12-7 of the MOU, "Voluntary Demotion", if they drop out of the program. If they are involuntarily removed from the program, the employee will be subject to Article 9-4 "Wage Protection, unless removed from program due to failure to complete benchmarks or a disciplinary action.

6. Wage Protection for Current District Employees:—Any person employed by the district, upon entering an apprenticeship position, will be guaranteed their current rate of pay until a higher wage is reached through completion of benchmarks on the apprentice wage scale.—Employees making more than the starting journeyman wage will not receive scheduled increases until completion of the program.—A 10% wage increase will be granted upon successful completion of program.—

7.—Supervision while enrolled in an apprentice program: shared supervision will take place between the apprenticeship coordinator and the shop supervisor.—The shop supervisor will be responsible for all typical employee related guidelines and procedures which govern TUSD personnel.—All aspects of apprenticeship training will fall under the guidance of the apprentice coordinator.—Disciplinary action or reprimands will be handled as a joint effort between the shop supervisor and the apprenticeship coordinator.—

20-4 APPRENTICE PROGRAM WAGE INCREMENTS

1.—Each apprentice receives a wage increment every six months.—Satisfactory performance completion in both on-the-job and related training must be achieved in order to advance to next stage of apprenticeship.—

2.—Apprentice wages follow journeyman wage scales and are expressed as a percentage of TUSD journey scale on the Apprentice Agreement and all Department of Labor documentation.—

3.—Until apprentices reach full journeyman status, they are not eligible for step increments (other than those listed in pay schedule) or Educational Incentive Steps.—The only exception will take place when a cross-the-board wage increase is granted through the collective bargaining unit.—

Apprentice Pay Schedule

1 Year Program 1st 1000 HOUR PERIOD: 90.64% 2ND 1000 HOUR PERIOD: 95.26%
COMPLETION: 100.00%

2 Year Program 1st 1000 HOUR PERIOD: 80.30% 2ND 1000 HOUR PERIOD: 86.44%
3RD 1000 HOUR PERIOD: 90.64% 4TH 1000 HOUR PERIOD: 95.26%
COMPLETION: 100.00%

3 Year Program 1st 1000 HOUR PERIOD: 72.71% 2ND 1000 HOUR PERIOD: 78.27%
3RD 1000 HOUR PERIOD: 82.07% 4TH 1000 HOUR PERIOD: 86.26% 5TH 1000 HOUR PERIOD: 90.64% 6TH 1000 HOUR PERIOD: 95.26%
COMPLETION: 100.00%

4 Year Program 1st 1000 HOUR PERIOD: 64.42% 2ND 1000 HOUR PERIOD: 69.20%
3RD 1000 HOUR PERIOD: 72.71% 4TH 1000 HOUR PERIOD: 78.27%

~~5th 1000 HOUR PERIOD: 82.07% 6th 1000 HOUR PERIOD: 86.26%~~
~~7th 1000 HOUR PERIOD: 90.55% 8th 1000 HOUR PERIOD: 95.59%~~
~~COMPLETION: 100.00%~~

~~5 Year Program 1st 1000 HOUR PERIOD: 63.02% 2ND 1000 HOUR PERIOD: 66.02%~~
~~3rd 1000 HOUR PERIOD: 70.70% 4th 1000 HOUR PERIOD: 73.96%~~
~~5th 1000 HOUR PERIOD: 77.58% 6th 1000 HOUR PERIOD: 81.11%~~
~~7th 1000 HOUR PERIOD: 85.08% 8th 1000 HOUR PERIOD: 89.06%~~
~~9th 1000 HOUR PERIOD: 93.29% 10th 1000 HOUR PERIOD: 95.59%~~
~~COMPLETION: 100.00%~~

Comment [WN55]: Not a program that is in place currently

ARTICLE TWENTY ONE

21 TERMS OF AGREEMENT

21-1 Unless specified otherwise in this Agreement, this agreement shall become effective July 1, 2014 and shall remain in full force and effect, pursuant to its terms, to and including June 30, 2017.

21-2 Nothing in the provisions of this agreement shall be construed as a limitation upon the application of federal law including Titles VI 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, and other Federal and State nondiscrimination laws and regulations.

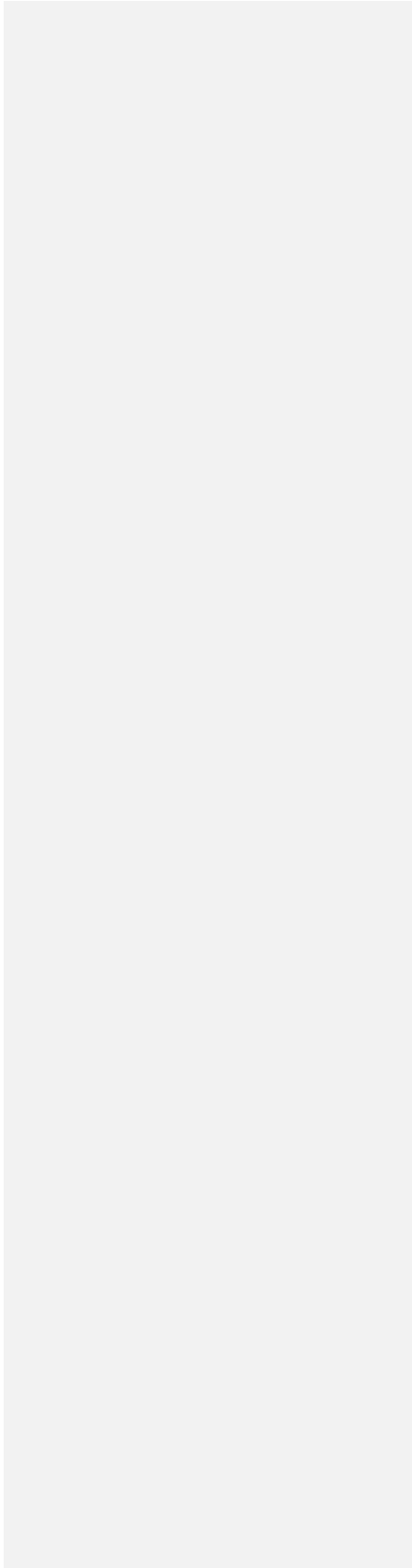
21-3 ~~Re-openers, e~~Each party may re-open up to four Articles each year, including the proposal of any new Article. Should either the District or CWA desire to reconvene negotiations for a subsequent Agreement, they shall serve upon the other, no later than February 15 of each year, a written request for reconvening, as well as submission of re-openers for negotiation. Upon receipt of such a request, the negotiation process shall begin no later than March 1 for each year.

21-4 Economic negotiations will be re-opened annually, no later than March 1.

21-5 The above is subject to final approval by the Governing Board and hereby ratified by CWA representative(s) for the Supervisory Professional Employees of Tucson Unified School District Representative, by indication of their signature below:

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APPENDIX I

Supervisory Professional Employees, 2010-2017

List of Non-Exempt Supervisory Professional Job Classifications

Grade	Code	Title
4	610321	Apprentice Programmer (Starting Pay)
4	62813	Campus Monitor, Lead
6		
7	627149	Crossing Guard Coordinator
7	63008	Custodial/Facilities Inspector - FM
7	62651	FS Assistant Unit Manager
7	64061	Media Specialist
7	65314	Psychology Intern
8	62625	FS Manager 1
9	62041	Accountant, Staff
9	63095	Environ/Engineering Administrative Specialist
9	62623	FS Manager II
9	65317	Speech Language Pathology Assistant
9	62821	Uniformed Security Shift Sergeant
10	63260	Community Education Coordinator
10	63076	Irrigation Foreman
10	62311	Program Budget Technician
10	63103	Grounds Maintenance Foreman
10	62041	Staff Accountant
10	62716	Transportation Dispatcher
11	63009	Apprentice Coordinator - EFP
11	63253	Building Maintenance Engineer Foreman
11	65200	Curator of Artifacts/Exhibits
11	63258	Facilities Systems Engineer Foreman
11	63058	HVAC Foreman
11	63044	Preventive Maintenance Foreman
11	61073	Trans Routing & Scheduling Analyst
12	64541	Communication Specialist/Writer – Comm & Media Relations
12	64022	Counseling Intern
12	64029	Educational Interpreter
12	61308	Graphic Designer - Communications
12	62250	Planning Technician
12	61303	Print Shop Production Coordinator
12	62428	Procurement Specialist
12	62817	School Safety Supervisor
12	62816	School Safety Supervisor Emergency Management
12	66999	Student Equity Compliance Liaison
12	61521	Translator/Interpreter
12	62704	Traffic Safety Supervisor
12	61036	Computer Systems Specialist
13	62831	Fire/Safety Compliance Coordinator

APPENDIX II**Supervisory Professional Employees, 2014-2015****List of Exempt Supervisory Professional Job Classifications**

Grade	Code	Title
10	62632	FS Distribution System Supervisor
10	61045	Systems Installation Coordinator
10	62710	Transportation Supervisor
11	624556	FS Warehouse Manager
11	62451	Warehouse/Delivery Operations Supervisor
12	61049	Desktop Security Administrator
12	62330	FS Persnl-Payroll Asst Manager
13	63041	Carpentry Supervisor
13	63031	Electrical Supervisor
13	63033	Fire & Safety Systems Supervisor
13	62638	FS Production Technical Coord
13	61037	Meaningful Access Coordinator
13	61304	Mechanic Supervisor
13	61306	Paint, Glass & Lock Shop Supervisor
13	63072	Plumbing Supervisor
13	61035	Programmer
13	63042	Property & Furniture Control Supervisor
13	62433	Purchasing Card Specialist
13	61302	School Pride Mechanical Supervisor
13	62810	School Safety Officer - Captain
13	61305	Site Appearance Supervisor
13	61012	Tech Training & Support Mgr.
14	62370	Benefits Systems Analyst
14	62332	Classification Analyst
14	67225	Data Integration Specialist
14	65206	Ed Tech Integration Specialist
14	63331	Energy Projects Manager
14	62624	FS Facility-Equipment Manager
14	62631	FS Nutrition Education Coordinator
14	62626	FS Compnr Systm Mgr-Site Ops
14	62320	HR Analyst
14	61041	Financial Systems Analyst
14	63051	HVAC/Refrigeration Supervisor
14	61062	Management Information System Supervisor
14	61156	Payroll Processor, Senior
14	67002	Procure-Inventory Technical Analyst
14	65204	Professional Development Specialist
14	61033	Programmer, Senior
14	62475	Project Technical Specialist
14	61050	Senior Systems Administrator
14	61040	Student Management Systems Analyst/Auditor

Appendix III – Supervisory Professional Non-Exempt Salary Schedule

Supervisory Professional Salary Schedule (July 1, 2014-June 30, 2017~~5~~)

GRADE	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
	1	2	3	4	5	6	7	8	9	10	11	12
	10.03	10.28	10.53	10.77	11.02	11.28	11.56	11.82	12.11	12.40	12.70	13.00
2	10.94	11.21	11.47	11.74	12.02	12.31	12.61	12.91	13.21	13.53	13.85	14.19
3	11.48	11.75	12.04	12.32	12.62	12.92	13.23	13.54	13.87	14.20	14.54	14.89
4	11.98	12.26	12.56	12.85	13.16	13.47	13.80	14.14	14.47	14.82	15.18	15.54
5	13.09	13.40	13.72	14.05	14.39	14.74	15.10	15.46	15.83	16.20	16.60	17.01
6	14.33	14.68	15.04	15.40	15.77	16.14	16.54	16.93	17.35	17.77	18.20	18.63
7	15.34	15.70	16.08	16.46	16.87	17.27	17.69	18.12	18.56	19.01	19.47	19.94
8	16.43	16.82	17.23	17.64	18.09	18.52	18.96	19.43	19.90	20.38	20.88	21.38
9	17.20	17.61	18.04	18.48	18.93	19.39	19.86	20.34	20.85	21.34	21.87	22.40
10	17.97	18.42	18.86	19.31	19.79	20.27	20.75	21.26	21.78	22.31	22.86	23.41
11	18.84	19.30	19.77	20.25	20.73	21.24	21.76	22.29	22.84	23.39	23.96	24.54
12	19.70	20.18	20.67	21.18	21.68	22.22	22.76	23.32	23.89	24.47	25.07	25.69
13	20.64	21.15	21.66	22.19	22.73	23.29	23.85	24.43	25.03	25.65	26.27	26.92
14	21.64	22.17	22.71	23.27	23.82	24.41	25.01	25.62	26.24	26.88	27.55	28.22
15	23.21	23.77	24.36	24.96	25.56	26.18	26.83	27.48	28.16	28.85	29.56	30.29
16	24.87	25.48	26.11	26.75	27.40	28.07	28.77	29.47	30.18	30.93	31.68	32.47
GRADE	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
	13	14	15	16	17	18	19	20	21	22	23	
1	13.32	13.64	13.96	14.30	14.64	14.99	15.36	15.73	16.10	16.49	16.88	
2	14.53	14.87	15.23	15.59	15.99	16.37	16.76	17.17	17.58	18.00	18.45	
3	15.24	15.61	16.00	16.38	16.77	17.19	17.60	18.03	18.47	18.92	19.37	
4	15.91	16.30	16.70	17.10	17.52	17.94	18.38	18.82	19.27	19.73	20.22	
5	17.41	17.84	18.27	18.72	19.17	19.63	20.11	20.60	21.09	21.61	22.13	
6	19.09	19.55	20.02	20.52	21.01	21.53	22.05	22.59	23.13	23.70	24.28	
7	20.42	20.93	21.43	21.95	22.50	23.04	23.61	24.18	24.77	25.38	26.00	
8	21.91	22.44	22.99	23.56	24.12	24.71	25.32	25.94	26.56	27.21	27.88	
9	22.95	23.50	24.08	24.67	25.27	25.88	26.52	27.17	27.84	28.52	29.22	
10	23.99	24.58	25.17	25.79	26.42	27.07	27.73	28.40	29.11	29.82	30.55	
11	25.15	25.76	26.39	27.04	27.70	28.38	29.08	29.79	30.52	31.27	32.03	
12	26.32	26.96	27.61	28.28	28.98	29.69	30.43	31.18	31.93	32.71	33.52	
13	27.58	28.25	28.94	29.66	30.39	31.13	31.90	32.67	33.48	34.30	35.14	
14	28.91	29.62	30.35	31.10	31.86	32.64	33.44	34.27	35.10	35.97	36.85	
15	31.02	31.80	32.57	33.37	34.19	35.03	35.90	36.78	37.69	38.61	39.57	
16	33.26	34.08	34.93	35.78	36.67	37.56	38.49	39.44	40.41	41.41	42.43	

Appendix IV – Supervisory Professional Exempt Salary Schedule
Supervisory Professional Exempt Salary Schedule
 (based on a 12 month schedule; prorate if less than 12 months)
 July 1, 2014 through June 30, 2017⁵

GRADE	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
	1	2	3	4	5	6	7	8
10	39,205.92	40,170.00	41,134.08	42,141.01	43,126.51	44,219.14	45,290.34	46,382.96
11	41,091.23	42,098.16	43,105.09	44,154.86	45,247.49	46,318.69	47,454.16	48,632.48
12	42,976.54	44,026.32	45,076.10	46,190.14	47,325.62	48,461.09	49,660.83	50,882.00
13	45,011.82	46,125.87	47,239.92	48,418.24	49,575.14	50,796.30	52,038.90	53,302.91
14	47,197.07	48,375.39	49,532.29	50,753.46	51,974.62	53,260.06	54,566.93	55,895.22
15	50,624.91	51,867.50	53,131.52	54,438.38	55,788.10	57,137.81	58,530.37	59,987.20
16	54,266.99	55,595.28	56,944.99	58,358.98	59,794.38	61,251.22	62,750.90	64,314.85

	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
	9	10	11	12	13	14	15	16
10	47,497.01	48,675.33	49,875.07	51,096.24	52,338.83	53,624.27	54,931.14	56,259.42
11	49,832.22	51,031.97	52,274.56	53,538.58	54,866.86	56,216.58	57,566.29	58,980.27
12	52,103.17	53,367.18	54,695.47	56,023.76	57,416.32	58,808.88	60,244.29	61,743.97
13	54,609.78	55,959.49	57,352.05	58,723.18	60,180.02	61,658.27	63,157.95	64,700.48
14	57,266.35	58,680.34	60,094.32	61,572.58	63,093.68	64,636.21	66,243.01	67,849.81
15	61,444.03	62,943.71	64,486.24	66,114.46	67,721.26	69,370.91	71,063.41	72,820.18
16	65,878.80	67,485.60	69,135.25	70,849.17	72,584.51	74,384.13	76,226.59	78,090.48

GRADE	STEP	STEP	STEP	STEP	STEP	STEP	STEP
	17	18	19	20	21	22	23
10	57,651.98	59,044.54	60,522.80	61,979.63	63,479.31	65,043.26	66,628.64
11	60,437.10	61,915.36	63,436.46	65,000.42	66,585.79	68,214.02	69,906.51
12	63,222.22	64,786.18	66,371.55	68,042.62	69,692.27	71,406.19	73,162.96
13	66,307.28	67,914.08	69,606.58	71,320.50	73,077.26	74,876.88	76,719.34
14	69,542.30	71,234.80	72,991.57	74,769.76	76,612.22	78,497.54	80,425.70
15	74,619.79	76,462.26	78,347.57	80,275.73	82,246.74	84,282.02	86,360.14
16	79,997.22	81,989.65	84,003.50	86,060.21	88,181.18	90,366.43	92,594.53