

# 2018-2019 CWA Agreement Summary of Substantive Changes

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Article	Changes
<p style="text-align: center;">2-4 Surveillance</p>	<ul style="list-style-type: none"> <li>• Language modified as follows:  <i><del>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.</del></i>    <u><i>Material from a video will not be used in employee disciplinary matters without there first being notice to the employee. When a written accusation is made against an employee, the employee and a union representative will be provided opportunity to view recordings. Personal information may be redacted to maintain confidentiality. The video is in no way meant to supplant to be in place of a thorough investigation, which should include statements from witnesses of the alleged event. A thorough investigation shall be completed within then working days of the written complaint.</i></u> </li> <li>• Removing strikethrough language and replacing with new language.</li> </ul>

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<p style="text-align: center;">3-3 Communications</p>	<ul style="list-style-type: none"> <li>• Language modified as follows: <ul style="list-style-type: none"> <li>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. <del>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.</del> Documents posted may not include any defamatory material or advocate insubordinate acts. <u>Requests a bulletin board 2x2 space on a separate bulletin board.</u></li> <li>B. <i>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.</i> <del>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.</del> 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 <i>District's internal mail system or email system may not include defamatory material or advocate insubordinate acts.</i></li> </ul> </li> <li>• Removing strikethrough language and adding language to provide bulletin board space to post notices.</li> </ul>
<p style="text-align: center;">3-5 Released Time</p>	<ul style="list-style-type: none"> <li>• Language modified as follows: <ul style="list-style-type: none"> <li>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. <del>Compensation for such absence shall be paid in accord with 3-5(C) below.</del> All release time shall be documented on each employee's time sheet. <i>Release time does not count</i></li> </ul> </li> </ul>

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	<p>for the purpose of calculating overtime.</p> <p><del>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.</del></p> <p><del>D.C. Attendance at any district mandated training or conference:</del> 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. <del>Hours spent on district mandated trainings or meetings do not count for TUSD professional development credit if the District has provided release time.</del> CWA and TUSD agree that time spent on activities described herein will be paid by TUSD.</p> <ul style="list-style-type: none"> <li>• No new language added. Remove strikethrough only.</li> </ul>
<p style="text-align: center;">4-5 Supervisor's Working File</p>	<ul style="list-style-type: none"> <li>• Language added as follows: 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 <u>or as derogatory material in evaluation</u> unless the employee is notified of such information within ten (10) <u>working</u> days of being placed in the working file and the employee will be provided an opportunity to respond.</li> <li>• Added language regarding use of supervisor file material. Also clarified days.</li> </ul>
<p style="text-align: center;">5-1 and 5-4 Evaluation</p>	<ul style="list-style-type: none"> <li>• Language added as follows: <b>5-1</b> Permanent employees shall be given performance evaluations <del>at least once</del></li> </ul>

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<p>Procedure</p>	<p><del>every year, or more frequently if necessary</del> <u>each fiscal year</u>. Evaluations will be conducted for the purpose of assessing employee performance and assisting employees in their job.</p> <p><b>5-4</b> 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 <i>the employee's signature cannot be obtained</i> because the employee is absent more than two scheduled evaluation meetings, the <i>evaluation may be mailed by U.S. mail to the employee's home address</i>.</p> <p><b>A.</b> If employee is brought in off contract <u>or outside normal working hours</u> for the evaluation, they shall be compensated at current rate of pay.</p>
<p>5-8 Procedures</p>	<ul style="list-style-type: none"> <li>• Language added as follows: <ul style="list-style-type: none"> <li><b>A.</b> 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: <ol style="list-style-type: none"> <li><b>1.</b> Identification of job assignments and performance skills for which performance is unsatisfactory;</li> <li><b>2.</b> 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.</li> <li><b>3.</b> A statement as to how often the supervisor and the employee will meet <u>periodically</u> during the 60 day period to provide the employee with coaching and</li> </ol> </li> </ul> </li> </ul>

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	<p>feedback; and</p> <p><b>4.</b> A statement indicating that failure to meet standards at the end of the 60 day period may result in termination</p> <p><b>B.</b> An employee may not receive an overall rating of less than competent on the <i>employee's annual evaluation unless the employee has been advised in writing <u>at least 60 days prior</u> that he/she is not meeting performance standards <u>provided such behavior was demonstrated as such prior to the 60 days.</u></i></p>
<p style="text-align: center;">8-5 Show-Up Pay</p>	<ul style="list-style-type: none"> <li>• Language modified as follows: If an employee reports to work and is sent home due to no fault of their own, they shall be compensated for <del>two (2)</del> <u>three (3)</u> hours of time worked.</li> <li>• Change to compensation from two hours to three hours of time worked.</li> </ul>
<p style="text-align: center;">10-1 Wages</p>	<ul style="list-style-type: none"> <li>• Language added/modified as follows: <ul style="list-style-type: none"> <li><b>A.</b> The salary schedules shall be as listed in Appendix <del>H.III for Non-Exempt and Appendix IV for Exempt. During the term of the Agreement, the salary schedules Appendix III and IV)</del> <u>shall not be changed without mutual agreement of CWA and the District.</u></li> <li><b>B.</b> All positions covered by this agreement (<del>both exempt and non-exempt</del>) shall be as listed in Appendix I <u>for Non-Exempt and Appendix II for Exempt. During the term of the Agreement, the salary schedules (Appendix II) shall not be changed without the mutual agreement of CWA and the District.</u></li> </ul> </li> <li>• Language added to clarify appendices.</li> </ul>

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10-5 Uniforms	<ul style="list-style-type: none"> <li>• Language modified as follows: Uniformed security agents shall be provided with an initial uniform allowance of <del>\$700</del><u>\$750</u> 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 <del>\$200</del><u>\$250</u> in any given year.</li> <li>• Initial uniform allowance and equipment replacment increased.</li> </ul>
12-4 Promotion	<ul style="list-style-type: none"> <li>• Language added as follows: <b>D.</b> 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. <u>Human Resources will respond in writing within 5 days.</u></li> <li>• Addition of language for a response from Human Resources.</li> </ul>
13-1 Lay Off	<ul style="list-style-type: none"> <li>• Language added/modified as follows: <b>A.</b> 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, <del>2000</del><u>2003</u> shall be subjected to lay-off <u>provided the employee has no pending disciplinary matters and most recent evaluations demonstrate performance in the top</u></li> </ul>

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	<p><u>two tiers</u> and the employee will be subject to Article 9-4B if transferred to another position.</p> <ul style="list-style-type: none"> <li>Added performance based provision for employees subject to layoff. Year modified.</li> </ul>
<p style="text-align: center;">13-2 Recall Rights</p>	<ul style="list-style-type: none"> <li>Language modified as follows:  <b>B.</b> An employee who is recalled shall be notified by phone <u>or and</u> by <u>First-Class e-mail at the address</u> on file in Human Resources. The employee is responsible for providing/maintaining a current <u>e-mail</u> address on file in Human Resources. If the employee does not contact the Chief Human Resources Officer within <u>five (5) seven (7)</u> working days of the date <u>of postmark stamped</u> on the recall notice, or within <u>one (1) two (2)</u> working days if contacted by phone, he/she shall be considered to have resigned from the District and lose all recall rights.</li> </ul>
<p style="text-align: center;">15-5 Vacation Leave Eligibility</p>	<ul style="list-style-type: none"> <li>Language modified as follows:            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 <u>year six months</u> of employment.</li> <li>Reduced time frame for when employee can utilize accumulated vacation leave.</li> </ul>
<p style="text-align: center;">15-7 Vacation Leave Usage</p>	<ul style="list-style-type: none"> <li>Language added as follows:  <b>A.</b> Employees having earned vacation may take vacation in increments as approved by the immediate supervisor and/or site administrator.</li> </ul> <p><u><i>It is recommended vacation be scheduled with the employee's supervisor no less than four (4) weeks in advance, except in cases of emergency, to ensure that an employee has the opportunity to use available vacation time.</i></u></p>

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	<ul style="list-style-type: none"><li>• Provides period for vacation leave requests.</li></ul>
18 Discipline	<ul style="list-style-type: none"><li>• Includes language to provide an avenue for administrators to address employee behavior through dialogue, rather than utilizing a Letter of Direction; language consistent with all employee groups.</li></ul>
21 Terms of Agreement	<ul style="list-style-type: none"><li>• Extending agreement for 2 years.</li><li>• Parties can re-open five articles instead of four.</li><li>• Negotiations shall be re-opened no later than January 15<sup>th</sup>, previously March 1.</li><li>•</li></ul>