

2018-2019

AFSCME Summary of Changes

Article	Changes
1 Definitions	<ul style="list-style-type: none"> • Moved definitions previously in Article 23 for consistency. Additionally, added updated definitions of “Guaranteed Time” and “Standard Route Time”. • Included definition for the term “Family”.
4 AFSCME Rights	<ul style="list-style-type: none"> • <i>4-4 Information:</i> Add language regarding notice of organizational changes. • <i>4-7 Payroll Deduction-AFSCME Dues:</i> Clarify language on dues deductions including what the District will deduct, what information will be provided by AFSCME, the amount of deductions, and language clean-up. • <i>4-8 Steward Recognition:</i> Simplified article and added language regarding AFSCME Representatives use of Released Time. • <i>4-10 AFSCME Stewards:</i> included language regarding Released Time for AFSCME Representatives.
5 Employee Rights	<ul style="list-style-type: none"> • <i>5-5 AFSCME Representation:</i> removal of AFSCME staff email address for more generalized info. • <i>5-10 School Bus Video Cameras:</i> Remove “School Bus” from title to create “Video Cameras”. Clarify language regarding use of monitoring.
6-1 Negotiations	<ul style="list-style-type: none"> • Remove language under B, “<i>If Permitted by law, the followign language will apply.</i>”
12-1 Grievance Procedure	<ul style="list-style-type: none"> • Removed language that previously did not permit filing a grievance for receipt of a Written Reprimand I.
13	<ul style="list-style-type: none"> • Includes language to provide an avenue for administrators to address employee

2018-2019

AFSCME Summary of Changes

Discipline and Dismissal	behavior through dialogue, rather than utilizing a Letter of Direction; language consistent with all employee groups.
15 Recruitment/Selection Process	<ul style="list-style-type: none"> • <i>15-3 Job Vacancy Notices:</i> Remove “and at the Human Resources Department” as this is not common practice. HR offers computers for individuals wishing to view postings on the TUSD website. • <i>15-4 Transfer/Promotion Eligibility:</i> Moved language previously under (A)(2) down to <i>15-5 Application</i> under (B) for clarity. • <i>15-7 Interview Process:</i> Simplified process for interview panel members. District may select any employee with a position in the Blue Collar Agreement. Not limited to union members only. • <i>15-9 Voluntary or Involuntary Demotion:</i> Language added- “When the employee’s classification is changed to a lower grade resulting in a loss of pay, the employee shall be frozen at their current rate of pay from the old classification (red-circled) for a period not to exceed twelve (12) months. The red-circle will ONLY be implemented if the case of Involuntary Demotion is initiated by the District and is not related to a disciplinary or performance issue. Following the term of red-circle, the employee will be placed at the equivalent step in the new pay grade.
17-4 Reduction of Bargaining Unit Classification	<ul style="list-style-type: none"> • Language added under B: <u>When the employee’s classification is changed to a lower grade, the employee shall be placed at the step which is equivalent to the current rate of pay in the old classification or frozen at their current rate of pay in the same classification (red-circled) for a period not to exceed three (3) months.</u>
18-1 Layoff Procedure	<ul style="list-style-type: none"> • Language added under A: <u>For the duration of this agreement, no employee hired before August 16, 2003 shall be subjected to lay-off provided employee is in good standing with the District. Good standing shall mean no reprimands in personnel file and no pending discipline.</u>
21	<ul style="list-style-type: none"> • <i>21-11 Duty to Report:</i> Added “Injury” to title for clarity. New title-“Duty to Report

2018-2019

AFSCME Summary of Changes

Health and Safety	<p>Injury”.</p> <ul style="list-style-type: none"> • 21-14: Added a title article for clarity. Title added-“Entry to Buildings During Emergencies”. • 21-16: Added a title and clarified language. Title added-“High Voltage”.
22 Work Schedule	<ul style="list-style-type: none"> • Overall changes in this article were to create consistency in how all employee work schedules are changed. • 22-1: Removed language for redundancy as similar language already in Governing Board Policy. • 22-2: Removed article, partially moved to 22-3. • 22-3: Changed to new Article 22-2 “<i>Workload Equalization</i>”. Language made consistent for all employees rather than only “maintenance” or custodial” staff. <p>A. Shift/Hour Change When it becomes necessary to change an employee’s shift and hours, the employee in the affected classification who volunteers for the shift change shall be rescheduled. If more than one (1) employee volunteers, the most senior shall be reassigned. In the event that no employee volunteers, the least senior employee in the classification shall be rescheduled.</p> <p>B. Flex Time With prior supervisor approval, employees may flex their work schedule to address incidental variations of the daily work assignment or permit flexible starting and ending times.</p> <ul style="list-style-type: none"> • 22-4: Removed article.
23 Transportation	<ul style="list-style-type: none"> • 23-1 <i>Definitions</i>: Moved to Article 1 for consistency. • 23-2 <i>Assigned Hours (F) and (G)</i>: Edits to language- <ul style="list-style-type: none"> F. Each regular Transportation employee whose regular assignment is less than forty (40) hours in any work week shall be paid their standard route hours for each holiday a dollar

2018-2019

AFSCME Summary of Changes

~~amount equal to the greater of their "assignment" hours or the average of their daily hours paid during the pay period immediately preceding the holiday.~~ In no case shall each holiday pay exceed eight (8) hours.

G. Absence Deductions

1. If an employee is absent for part of their regular assignment, ~~the time absent (less than 8 minutes, round down; eight minutes and over, round up) will be deducted from their standard route time and the employee will be required to use sick leave or personal leave available balances~~ the total time worked will be deducted from their standard route hours for that day to determine the amount of time to be charged against their sick leave/personal leave balance. If an employee is out of ~~no~~ leave balances, that time will go unpaid. ~~are available the employee's pay will be docked as absent without leave.~~
2. If an employee is absent for their entire assignment, the employee will be charged their standard route hours against their sick leave, or personal leave. If an employee is out of leave balances, that time will go unpaid ~~or docked pay will be charged for their regular route time.~~

- *23-4 Notification of Intent to Return:* Removed outdated language.
- *23-5 Initial Selection Process:* Language added regarding bidding process and removed outdated language.
- *23-6 Summer Work Assignments:* Added "Transportation" to title for clarity which allowed for language clean-up.
- *23-7 Reassignment Process:* Language removed in C and F-
 - C. Vacant assignments shall be defined as:

~~1. Regular assignments that increase permanently to five (5) hours or more per week and the current employee(s) declines the increased hours;~~

~~3. Regular assignments that decrease five (5) hours or more per week and the current~~

2018-2019 AFSCME Summary of Changes

~~employee(s) declines the decreased hours.~~

~~F. In the event that a change in an employee's regular assignment or non-posted reassignment results in a time change of five (5) hours or more, the employee shall be allowed an additional voluntary reassignment.~~

Language added under D- As long as there will be no disruption of ability to provide expected service, employees site preference will be taken into consideration and ~~Trips~~trips with the highest standard route time shall be assigned first, followed by the next trip with the next highest standard route time and the next until all vacant assignments have been filled.

- *23-8 Extra Duty Assignment:* Removed outdated language in (B)(5b).

~~b) The employees' regular duty assignment shall not be covered by dispatch but dependent upon the geographical location of the extra duty and regular assignment if the extra duty assignment can be done in conjunction with the regular duty assignment the employee will do both.~~

- *23-9 Bus Discipline:* Removed outdated language.
- *23-10:* Remove outdated language.

~~23-10 A. Bus drivers shall be provided a paid twenty (20) minutes prior to leave garage time at the start of each day, ten (10) minutes prior to each subsequent leave garage time, five minutes following each return to garage time, and TEN (10) minutes after completion of the final day's run for performing such duties as fueling/cleaning of vehicle, doing necessary reports and forms, and post trip inspections. Employees shall not be expected or required to perform duty assignments on their own non-paid time.~~

~~B. Bus monitors shall be provided a paid ten (10) minutes prior to each leave garage time, and a paid five (5) minutes following each return to garage time.~~

- *23-14:* Removed outdated language.

~~23-1411 The time period for Transportation employees to take their required biennial (every~~

2018-2019

AFSCME Summary of Changes

	<p>2 years) physical for the next school year shall be posted a minimum of two weeks before the end of school.</p> <ul style="list-style-type: none"> • 23-17: Remove outdated language. • Document Article numbers updated due to removal of certain articles.
24 Leaves of Absence with Pay	<ul style="list-style-type: none"> • 24-4 Vacation Leave: (B)(1) updated lanugage for clarity. (B)(8) language changed to reflect 10 days notice of vacation instead of four weeks. • 24-9 Released Time: Added language to reflect AFSCME Representative use of Released Time.
26 Hours of Work	<ul style="list-style-type: none"> • 26-2: Added language- If an employee’s lunch period is interrupted because of an emergency, the time lost will be adjusted during the week at a time mutually agreeabel between the employee and supervisor. • 26-5 Overtime: Removed outdated language in (B). However, authorization for the Transportation Department and Facilities Management may be given orally by a departmental supervisor. •
28 Fringe Benefits	<ul style="list-style-type: none"> • Overall updates to articles for general purposes as it relates to plan years.
31 Wages	<ul style="list-style-type: none"> • Change dates for current agreement years.