

TUSD

**Memorandum of
Understanding
for Blue Collar
Employees**

Effective July 1, 2013 through June 30, 2014

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For The 2013- 2014
Terms and Conditions for Blue Collar Employees

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ARTICLE ONE

DEFINITIONS

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

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

assignment can save the District over-time expenses. The list of substitutes shall be made available to the Union upon request.

- 1-28** The term **SUPERVISOR** shall mean a person in a position designated by the Governing Board as supervisory/confidential or administrative.
- 1-29** The term **SUPERVISOR'S PERSONAL PERSONNEL FILE** shall mean any and all written documentation the supervisor possesses about an employee concerning minor deficiencies or offenses as defined in Article 14-2-D.
- 1-30** The term **TEMPORARY EMPLOYEE** shall mean an employee hired for a period of employment not to exceed six (6) work months in a year from the most recent date of hire. Temporary employees hired into a regular position shall have their temporary service applied to the completion of their probationary period, provided there is no change in classification or worksite. The six (6) month period may be extended to twelve (12) months for temporary employees filling a position for an employee on a leave of absence. However, the temporary period shall not be included as part of the employee's bargaining unit seniority.
- The six (6) month time limitation for employment of temporary employees does not apply to temporary employees hired into non-budgeted positions.
- 1-31** The term **TRANSFER**, in other than Transportation, shall mean a change in worksite that entails no change in rate of pay or a change in shift that involves a regular part-time or full-time employee.
- 1-32** The term **UNION** shall mean the American Federation of State, County, and Municipal Employees, Local 449, AFL-CIO (AFSCME).
- 1-33** The term **UNION REPRESENTATIVE** shall mean any paid staff of the Union or stewards, and officers who are employees of the District.
- 1-34** The term **VACANCY** shall mean any bargaining unit position as defined in Article 1-1, which is budgeted and adopted by the Governing Board and has no assigned incumbent, and which is not filled administratively through the layoff process, returning from leave (including placement of an employee released from a worker's compensation injury with or without any permanent disability), demotion, or involuntary transfer processes.
- 1-35** The term **WORK WEEK** shall mean a seven (7) consecutive calendar day period.

ARTICLE TWO

BOARD POWERS

2-1 Savings Clause

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

2-2 Discrimination

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

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

Nothing in the provisions of these terms and conditions shall be construed as a limitation upon the application of federal law, including Title IV and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity Act of 1972, Age Discrimination in Employment Act, Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and other nondiscrimination laws and regulations.

2-3 District Rights

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

ARTICLE THREE

RECOGNITION

3-1 The District recognizes the Union as the exclusive representative of employees (as defined in Article One) and shall negotiate terms and conditions of employment with the Union.

3-2 The District shall print a copy of the Terms and Conditions for Blue Collar Employees for each employee in the bargaining unit, thirty (30) calendar days from the date of Board ratification. Before printing, the Union shall have the opportunity to examine the cover page and make suggestions for changes. In addition, the Union shall provide the interpreter, and the District shall print 150 copies of the Terms and Conditions for Blue Collar Employees in Spanish within forty-five (45) days of ratification.

The District shall also print copies for each employee of any written changes in the terms and conditions of employment in this Terms and Conditions for Blue Collar Employees

agreed upon by the District and the Union at any time within the duration of the Terms and Conditions for Blue Collar Employees.

ARTICLE FOUR

UNION DUTIES AND OBLIGATIONS

4-1 As the exclusive representative of employees as defined in Article 1-1, the Union is obligated to represent all employees in the bargaining unit as defined in Article 1-1 in good faith and insure that the right, privileges and benefits provided by virtue of these Terms and Conditions shall be applied equitably to all bargaining unit employees.

4-2 Hold Harmless/Indemnity

The Union shall indemnify and save harmless the District from and against any and all claims, damages or suits or other forms of liability which may arise out of or by reason of any action taken by the District or the Union for the purposes of complying with this Article.

ARTICLE FIVE

UNION RIGHTS

5-1 Consultation

Upon request of the Union or the District, the Union and District may meet to consult upon matters of concern.

5-2 Facilities

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

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

5-3 Notices

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

5-4 Information

The District shall furnish the following information to AFSCME:

- A.** During the months of July, October, January, and May, and when a written request is made to the Employee Relations Department by a Union staff member (i.e., Area Director, Field Representative, Division Chairperson or Chief Steward), the District shall mail to the Union a list of bargaining unit employees organized by department (per group) in alpha order by classification, and shall also include bargaining unit seniority date, and number of hours worked.

- B.** A copy of the Board adopted budget for each fiscal year (as soon as it is available).
- C.** Any specifically requested financial or employee data, provided it is data that the District produces in the course of its regular activities.
- D.** A list of budgeted but unfilled positions as of July 1 and January 1 of each year.
- E.** The name, position title, and worksite of a new hire employee hired by the District within 20 days of the date the individual is processed by the Human Resources Department, or the date the Board approves the appointment, whichever is earlier.
- F.** List of all terminations, resignations, retirements, leaves of absence and any other separations by the third Wednesday of each month.
- G.** List of all completed transfers, promotions, demotions, recall, returning from leave of absence, by the third Wednesday of each month.
- H.** List of all employees who have had an increase or decrease in assigned hours (indicate change in hours) by the third Wednesday of each month.
- I.** A list of all temporary employees in alpha order by October 1 and February 1 of each year.

5-5 Seniority Tie Breaker

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

5-6 Board Agenda and minutes shall be available to the Union.

5-7 The Human Resources Department shall forward to the Union a list of those employees who terminate employment with the District; those on a leave of absence; as well as the names and worksites of new employees on a monthly basis.

5-8 Payroll Deduction - Union Dues

- A.** AFSCME will submit a list of union deductions to The District indicating the amount The District should withhold from its members.
- B.** The dues rate shall be updated and implemented on July 1, of each year to reflect any increase in salary for the following school year. The District shall remit deductions made on behalf of the membership to the Secretary/Treasurer of the Union on a bi-weekly basis with a list of employees for whom deductions were made. Dues shall not be deducted during the month of August. Payroll Department shall forward a copy of any cancellations received to the Union. Except as provided in C below, an employee may cancel deductions of dues of the Union upon written notification to the Payroll Department.

- C.** The following cancellation procedures shall become effective the day following ratification. The Union agrees to notify all current members of this change 30 days after the ratification of this Terms and Conditions for Blue Collar Employees.
- 1) An employee wishing to cancel his/her dues check-off authorization shall provide written notice and photo identification to AFSCME between **MAY 1st AND MAY 15th** of each year by means of a dues deduction drop request form completed in full (Appendix VIII). AFSCME shall provide Employee Relations with a copy of the dues deduction request form. Employee Relations shall only distribute this form to employees who request it in writing. AFSCME shall provide a dues deduction drop request form to the employee at his/her request. AFSCME shall submit all cancellations to the District no later than **JUNE 1st** of each year.
 - 2) In the event an employee is separated from employment with the District for any reason, all obligation for deduction of dues shall cease.
- D.** Hold/Harmless: The Union shall indemnify and save harmless the District from and against any and all claims, damages or other forms of liability which may arise out of or by reason of any action taken by the District or the Union for the purposes of complying with Section 5-9.
- E.** Two (2) additional payroll deduction check-offs shall be provided to AFSCME, Local 449, TUSD Division. The use shall be established by AFSCME at a later date.

5-9 Steward Recognition

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

Union stewards shall submit a form designated by the District to their supervisor when they notify the supervisor of their planned absence. This form shall be maintained as a record of the time used by the Union steward. Union stewards must use their personal leave time to conduct association business except in cases where The District representative and/or designee has requested in writing for a union steward to be present.

5-10 Leave of Absence for Union Business

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

5-11 Job Descriptions

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

5-12 Access

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

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

ARTICLE SIX**EMPLOYEE RIGHTS****6-1 Job Description**

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

6-2 Official Personnel File

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

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

- A. Letters of said request shall not be contained in an employee's personnel file after such a process is requested and completed.
- B. No memorandum of disciplinary incidents that are not classified as reprimands shall be placed in the employee's personnel file.

6-3 Retention of Disciplinary Records

- A. At the request of the employee, the following reprimands shall be removed from the employee's personnel file after:
 - 1. Nine (9) months from the date of the incident leading to the most recent Written Reprimand I, provided no additional reprimands have been given during this period. The document removal request for reprimands must be initiated by the employee.
 - 2. Except as provided below through a review process, two (2) years from the date of the incident leading to the most recent Reprimand II, provided no

additional reprimands have been given during this period. The supervisor at the conclusion of the first year shall review with the employee the employee's work performance for the past twelve (12) months to determine whether the reprimand should remain in the file. If the reprimand is not removed, then a similar review shall be held six (6) months after the review. The decision of the supervisor regarding removal of the reprimand is not grievable.

B. Records of Suspension

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

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

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

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

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

6-5 Union Representation

Upon request, **a member** has the right to representation for the following:

- A.** Grievance procedures;
- B.** When receiving any disciplinary action;
- C.** During the reclassification appeals procedure;

- D. For meeting(s) reasonably requested by the member on job-related concerns. Such requests shall not be unreasonably denied. Meetings on job-related concerns may be scheduled before, during or after the work hours.
- E. During an investigatory interview that may lead to discipline of the member.

The member shall be responsible for arranging representation prior to the scheduled meeting. The District shall afford the employee three days from the date of notice to make such arrangements, should representation be desired by the member. Said meeting shall be conducted within a reasonable time period after making arrangements for representation, not to exceed 15 days from the date of notice.

6-6 Nepotism

Supervision, evaluation and the recommendation for hiring, retention, promotion, transfer, assignment, leave, salary, or discipline of an employee shall not be made by a member of the immediate family or an established person within the employee's household in accordance with Governing Board Policy GBEEA.

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

6-8 Political Action

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

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

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

6-9 Outside Employment

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

6-10 School Bus Video Cameras

- A. Video cameras on school buses shall be utilized as a means to monitor **EMPLOYEE PERFORMANCE AND** student behavior.

- B.** The **PRIMARY** reason for the **BUS** videoS is to ensure student safety. **THE BUS VIDEOS MAY** be used for student **AND EMPLOYEE** discipline. **A SECONDARY REASON FOR THE VIDEOS IS TO OBTAIN RELIABLE INFORMATION FOR FAIR INVESTIGATIONS OF EMPLOYEE AND STUDENT CONDUCT.**
- C.** The Director of School Safety or **SCHOOL SAFETY OFFICER MONITORS BUS VIDEOS AS A RESULT OF EMPLOYEE COMPLAINTS OR QUESTIONS, IN ORDER TO RESPOND TO BUS CONDUCT REPORTS, OR RANDOMLY, USING AN AGREED UPON STANDARD PROCESS, TO PROMOTE STUDENT SAFETY AND CHECK THE FUNCTIONALITY OF THE EQUIPMENT.**
- D.** Material from a video will not be used in **EMPLOYEE** disciplinary matters without there first being a written accusation against the employee. **WHEN A WRITTEN ACCUSATION IS MADE AGAINST AN EMPLOYEE THE DIRECTOR OF SCHOOL SAFETY OR SCHOOL SAFETY OFFICER SHALL DOWNLOAD AND SECURE THE VIDEO IN THE PRESENCE OF THE EMPLOYEE. NO COPIES SHALL BE MADE UNTIL THE DIRECTOR OF SCHOOL SAFETY, THE DIRECTOR OF TRANSPORTATION, THE EMPLOYEE AND THE EMPLOYEE'S REPRESENTATIVE HAVE VIEWED THE VIDEO.** The video is in no way meant to supplant or be in place of a thorough investigation, which should include statements from witnesses of the alleged event. A thorough investigation shall be completed within ten working days **OF THE WRITTEN COMPLAINT.**
- E.** The video will not be monitored to observe employees or to monitor union activities.
- F.** Video monitoring devices shall not be used as a means to replace bus monitors on school buses.

ARTICLE SEVEN

NEGOTIATIONS

- 7-1 A.** Should either the District or the Union desire to reconvene negotiations for a subsequent Memorandum of Understanding, they shall serve upon the other, no later than February 1 of each year, written request for reconvening as well as submission of issues for negotiation. Upon receipt of such a request, the negotiation process shall begin no later than March 15 of each year.
- B.** 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 AFSCME shall be released from duty with no loss of pay for the purpose of attending negotiation meetings with The District.

ARTICLE EIGHT

JOINT COMMITTEES

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

A. Labor Management Committee

A labor management committee shall be formed covering departments affected by this Terms and Conditions for Blue Collar Employees and shall continue in effect for the term of these terms and conditions. This committee shall consist of up to seven (7) employee members designated by the Union and up to seven (7) employee members designated by the District.

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

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

B. Professional Development Committee

Two (2) employees selected by the Union and two (2) employees selected by the District shall commence meeting no later than October 1 each year, to review course descriptions employee(s) submit for Professional Development reimbursement and/or compensation and make recommendations to the Chief Human Resources Officer.

C. Health and Safety Committee

TUSD and AFSCME shall recognize the health and safety committee as a joint committee between the parties and shall follow the guidelines as set forth in article 21-10 of this document.

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

ARTICLE NINE

WAIVER

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

ARTICLE TEN

NO STRIKE

10-1 The Union hereby agrees that neither it nor its members, officers or representatives shall initiate or support any strike, slowdown, or refusal to perform assigned duties by

members of the bargaining unit. The Union and its officers and representatives shall do everything reasonably within their power to end or avert the same. This provision shall be in effect during the life of this Terms and Conditions for Blue Collar Employees.

ARTICLE ELEVEN

DURATION OF TERMS AND CONDITIONS FOR BLUE COLLAR EMPLOYEES

11-1 Unless specified otherwise in these Terms and Conditions, the provisions of these Terms and Conditions for Blue Collar Employees shall be effective the first day following ratification by the Governing Board of Tucson Unified School District, and shall remain and continue in effect through the thirtieth day of June, **2015**.

11-2 BY MUTUAL WRITTEN CONSENT OF BOTH PARTIES, THIS AGREEMENT MAY BE OPENED FOR AMENDMENT. ANY WRITTEN REQUEST FOR AMENDMENT SHALL CONTAIN A DETAILED STATEMENT OF THE DESIRED CONTRACTUAL CHANGE AS WELL AS THE REASON FOR THE CHANGE. SUCH REQUESTS SHALL THEN BE SCHEDULED FOR DISCUSSION AS SOON AS PRACTICABLE FOR BOTH PARTIES. IF THE PARTIES CANNOT REACH AN AGREEMENT ON THE REQUESTED CHANGES, THE PRESENT TERMS AND CONDITIONS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

11-3 THE PARTIES MUTUALLY AGREE TO OPEN ARTICLE(S) WHICH HAVE FINANCIAL IMPACT ANNUALLY.

ARTICLE TWELVE

CURRENT and SUPPLEMENTAL TERMS AND CONDITIONS

12-1 These Terms and Conditions constitutes the sole and entire existing terms and conditions between the parties and supersedes all previous agreements between the District and the Union or the District and any of the covered employees.

ARTICLE THIRTEEN

GRIEVANCE PROCEDURE

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

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

13-2 Level One

An employee with a complaint (grievance) must first present it orally and informally, with or without the presence of their representative, to the grievant's immediate

supervisor within fifteen (15) days from the occurrence of the alleged violation, or fifteen (15) days from the time the alleged violation is known to the grievant. Said meeting shall be held within five (5) days of the grievant's request. The supervisor shall render an oral decision within five (5) days after the meeting is held and there shall be no written response at this level.

13-3 Level Two

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

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

A written grievance shall meet the following specifications:

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

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

13-4 Level Three

- A. Within seven (7) days after receiving the written decision of the department head/principal or designee, the grievant may, either in person or through the representative, submit a written appeal of the department head/principal or designee's decision to the Superintendent or designee, through their department head/principal or designee. Said appeal shall be accompanied by copies of the original written claim of grievance and the department head/principal or designee's written decision, if rendered, and shall state with particularity objections to that decision. The Superintendent or designee shall investigate the claim, evaluate the evidence, and within twenty (20) days after receiving the written appeal schedule a hearing, and within ten (10) days after the hearing, state in writing a decision. The Union shall receive copies of all grievance decisions made as a result of hearings without Union representation. Such decisions shall not be used by either party as precedence in future grievances.
- B. At the request of both parties, and as a supplement to the Level III hearing, a federal mediator may be used under the following conditions:

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

13-5 Level Four - Arbitration

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

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

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

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

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

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

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

- 13-9** The decision of the Governing Board regarding the arbitration recommendation shall be submitted by certified mail to the grievant and his/her Union representative at the last

known mailing address. Said notice shall be mailed no later than three (3) working days following the Board's decision.

13-10 Computation of Time

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

13-11 Time Limits

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

13-12 Non-Discrimination

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

13-13 Forms

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

13-14 Hearings and Decisions

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

13-15 Employee Participation in Grievance Process

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

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

13-16 Payment

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

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

The Employee Relations Office must be notified at least two (2) days prior to the scheduled hearing in order to arrange released time for the grievant(s) and/or witness(es).

Witnesses, with the permission of their immediate supervisor, may be released with less than two (2) days notice.

13-17 Information Access

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

13-18 Group Grievance

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

13-19 Non -Member Employees

Non-dues paying employees shall report alleged violations of this document to the Office of Employee Relations. In no event shall an agreement between the employee and TUSD's Office of Employee Relations alter the Terms and Conditions for Blue Collar Employees.

ARTICLE FOURTEEN

DISCIPLINE and DISMISSAL

14-1 Just Cause

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

Performance management informal meeting/counsel – if performance deficiencies exist, management shall have informal and formal discussions with the employee in order to improve performance that meets both the individual's and the district's objectives. There shall be documentation of such meetings signed by the employee and the supervisor.

14-2 PROGRESSIVE AND CUMULATIVE DISCIPLINE

A. Progressive and cumulative discipline means that progressively more severe discipline may be imposed on an employee for consecutive infractions.

B. Prior to issuance of reprimands for minor kinds of infractions or deficiencies in performance, supervisors shall informally counsel and instruct employees about necessary improvements in their work performance and /or conduct.

C. Prior to issuance of a formal reprimand, a formal letter of direction shall be issued for infractions or deficiencies or if the minor infractions referenced in 14-2 b above continue.

D. There are certain basic expectations for all employees that will not require the notice given in the letter of direction. These are listed in but are not limited to those listed in governing board policy gbeb and its accompanying regulation.

14-3 LEVELS OF DISCIPLINE

A. For each level of progressive discipline, the supervisor shall complete a disciplinary action form which includes the following:

- 1.** Describes the infraction, identifies the issue(s), policies violated and other related policies.
- 2.** A warning that subsequent infractions could result in progressive discipline up to and including possible termination (at the suspension without pay level this will reflect that termination shall be the result of another infraction.)
- 3.** Specifically outlines the expectations for improvement.

B. A copy shall be given to the employee, retained in the employee's official human resources file and the supervisor's employee file for nine (9) months for a written reprimand I and twenty four (24) months for Written Reprimand II, and may be removed per the employee's written request upon expiration as long as there have been no further infractions.

C. PROGRESSIVE ORDER OF DISCIPLINE

- 1.** Written Reprimand I
- 2.** Written Reprimand II
- 3.** Suspension Without Pay
- 4.** Termination

D. TERMINATION

1. Prior to termination an employee shall be notified in writing that he/she is immediately placed on leave with pay pending a scheduled pre-termination hearing.

2. Following the hearing the supervisor's decision will be communicated to the employee and the human resources department.

3. If the decision is to terminate the employee, the decision will be communicated by us mail. The employee will be paid through the termination date which shall be no earlier than the day following the pre-term Hearing.

4. Termination can be appealed by filing a grievance directly at level three (3) within ten (10) days of the date of the mailing, plus two days. The employee will be notified of the appeal process.

E. It is expected that management will follow the disciplinary steps based on the severity of the incident. Disciplinary steps may or may not be given in sequence and variations

from these practices may occur including immediate termination, when in tusd's sole discretion, the circumstances warrant, when an employee receives a disciplinary action he/she do not agree with the grievance process may be utilized to achieve a fair and impartial outcome.

14-5 UNION REPRESENTATION - PLEASE REFER TO ARTICLE 6-5

14-6 Employees participating in the discipline and dismissal proceedings shall receive their regular rate of pay for any part of their workday spent in attending scheduled conferences.

14-7 For the 2011-12 school year only, if an employee has an infraction already on file prior to the implementation of this document and another unrelated infraction is made, The District shall not pursue cumulative action but will notify the employee of this article and warn the employee that any future infractions will be addressed cumulatively. For example, I have a Written Reprimand I for poor work performance on file prior to the implementation of this document. After the implementation, i am going to receive discipline for using foul language toward one of my colleagues. The District will not use the previous Written Reprimand I to increase the level of discipline in a cumulative manner.

ARTICLE FIFTEEN

RECRUITMENT/SELECTION PROCESS

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

15-1 Job Vacancy Notices

Human Resources shall distribute post notices of all vacancies to all job sites. on The District website and at the Human Resources Department.

Human Resources shall make assistance available to persons requesting it to complete the online application process.

All vacancy notices shall be posted for at least:

A. Five (5) days prior to closing when regular school is in session.

B. Ten (10) days during the time regular school is not in session.

In addition, The District website (www.tusd1.org) provides a listing of all current vacancies.

15-2 Transfer/Promotion Eligibility

A. Eligibility for Promotion

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

B. Eligibility for Employee-Initiated Transfers

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

1. Must have passed the initial and/or promotion probation period in the position from which he/she is applying.
2. Must not have transferred within a calendar year. (The date is calculated by using the effective date of the last transfer and computing one full calendar year from that exact date.) Custodial and Grounds Maintenance employees newly hired into the bargaining unit are not eligible for transfer for a period of one year from completion of their probationary period.

15-3 Application

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

B. Non Custodial/Non Transportation Transfer

An employee wishing to transfer to a vacant position elsewhere in the District in his/her same classification, shall submit an application on or before the closing date of the position, and shall be interviewed for the position if eligible. No employee voluntary transfer request shall be denied arbitrarily, capriciously or without basis in fact.

C. Custodial Transfer

Employees within the custodial classification may apply for a transfer opportunity at the time the vacancy is announced by completing an electronic application.

15-4 Candidate Selection

All minimally qualified applicants will have their applications referred to the hiring official. The hiring official then may further screen the applications based upon advertised or preferred requirements or by criteria approved by Human Resources. Upon the request of an applicant who was not referred for interview, Human Resources will provide to that individual the justification for the applicant's exclusion from the interview process.

15-5 Interview Process

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

1. The immediate supervisor (Chairperson).
2. One employee in the job classification being interviewed (selected from a Union generated list).
 - a. If no employee from the classification is available, the supervisor shall select a representative from other employees on the Union generated list.

- b. If no employee from the Union generated list is available, the District shall notify the Union and request a representative at least three days prior to the scheduled interview date. If that replacement is not available for the scheduled date, the District may select another employee in the bargaining unit to serve.
 - c. The Union generated list shall include a minimum of ten custodians.
 - d. Employee Relations may waive the limitations of Article 5-10 if necessary.
- 3. A non-administrator/staff member (for a school site vacancy), or an additional non-supervisory employee from the non-school site/department in which the vacancy occurs.
- 4. If affirmative action needs must be met, a representative from the protected class shall be on the committee.
- B.** The Union generated list shall be updated at least twice per year.
- C.** Under no circumstances shall one employee serve on more than two interview committees per month (during his/her normal working hours) without approval from his/her immediate supervisor.
- D.** An immediate supervisor (chairman of the interview committee) who is aware that a grievance has been filed prior to the interview process shall notify each candidate interviewed that the vacancy is under protest.
- E.** All interview questions or applicable skills test shall be job-related and approved in advance by Human Resources in consultation with the Department Head.
- F.** Based on results of the interview and other applicable factors, the interview committee chairperson shall forward the name of the applicant being recommended for hire to the hiring authority for further consideration. No selection process shall be considered complete until Human Resources has reviewed the process and validated the selection.

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

15-6 Promotion

The new wage rate for a promoted employee shall be commensurate with the level of experience and the position responsibilities. But shall not be less than a 7.5% increase.

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

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

15-7 Voluntary or Involuntary Demotion

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

- A. The employee's current step at the time of demotion, or;
- B. The step at which the employee previously was paid in the reduced classification (if the reduced classification was previously held by the employee).

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

ARTICLE SIXTEEN

RECLASSIFICATION

16-1 Purpose

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

16-2 Procedure

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

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

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

16-4 Appeal

If the employee disagrees with Human Resources' determination, they shall within twenty (20) days appeal the determination 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 two (2) members appointed by the District and one (1) member appointed by the Union.

However, no District appointee who has conducted the evaluation in the reclassification shall serve as a voting member on the appeals committee. The 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 determination by the Chief Human Resources Officer is not subject to any other appeals or grievance procedure contained herein.

- 16-5** Classification seniority shall be set at the date the reclassification is approved and the employee is notified of that date. However, employees hired prior to 7-1-88 shall retain the classification seniority as set in previous reclassifications.

ARTICLE SEVENTEEN

INVOLUNTARY WORK ADJUSTMENT

17-1 Involuntary Site Transfer - All Employees

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

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

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

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

17-2 Temporary Involuntary Site Transfer

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

then be notified by the Human Resources Department when a transfer is to be made and the length of time of the transfer.

17-3 Summer Maintenance

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

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

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

17-4 Reduction of Bargaining Unit Classification

- A.** If the economic and efficient operation of the District makes it necessary to eliminate whole or part of a classification within the bargaining unit, the employees within the affected classification shall be permitted to select a vacated position in a classification previously held within the bargaining unit by exercising district seniority. Once an employee has returned to such a classification, only the amount of time served in the classification may be used for bidding within the classification.
- B.** If the employee affected by the classification reduction had no other employment with TUSD, then the employee shall be transferred to a position vacated through attrition in either a comparable classification or a classification in which the employee meets minimum qualifications. However, under no circumstances shall the employee be assigned to a classification that would result in a promotion. In the event there is more than one employee competing for positions as a result of involuntary placement then District-wide seniority shall be utilized in determining District seniority preference for placement, but District-wide seniority may not be used in bidding within the new classification.
- C.** Employees transferred in the processes described above are not guaranteed the same number of months, days, hours or shift in the new vacant assignment.
- D.** Employees who have been involuntarily transferred from a classification shall have the right to return to that classification in inverse order of their involuntary transfer for two years from the effective date of the transfer. If this right is not exercised when offered by the District, the return right shall terminate.

ARTICLE EIGHTEEN

LAY OFF

18-1 Procedure

- A.** If it becomes necessary to reduce the work force of any classification in the bargaining unit, temporary and probationary employees occupying the affected

classes shall be laid off first. Order of layoff of part-time and full-time employees shall be in the inverse order of classification seniority within the affected classification.

- B. The District shall notify the Union and affected employee(s) of a layoff as far in advance as possible, but at least two (2) weeks in advance.
- C. Before a position within any classification is filled by a new employee, laid off employees in those classifications shall be recalled in order of their classification seniority.

18-2 Recall

- A. Temporary assignments shall be offered to qualified laid off employees with recall rights, in order of classification seniority, before any other person is offered a temporary assignment within the affected classification.
- B. An employee who is recalled from layoff shall be notified by certified mail at their address on file in the Human Resources Department. The employee is responsible for maintaining a current address in the Human Resources Department. If the employee does not contact the designated Human Resources representative within five (5) working days of the date of postmark on the recall notice, they shall be considered to have resigned from the District and lose all recall rights. If the employee accepts the offer of recall, he/she shall be available to work within ten (10) days of acceptance. An employee who accepts another position within the District at a higher pay classification than the one from which they have been laid off shall be deemed to have no further interest and shall not be considered for recall to their previous position.
- C. Individuals shall retain recall rights equaling the length of service to a maximum of two (2) years from the day of layoff. Individuals recalled shall have a date of hire and bargaining unit seniority as if they were not laid off. If, however, the individuals on layoff are not recalled within the eligibility time, their employment with TUSD shall be terminated and the District shall not be obligated to provide seniority as defined above if hired into a different classification at a later date.

18-3 Insurance Coverage and Continuation

When recalled employees return to work, all benefits including the pay step held at the time of layoff shall be reinstated and shall become effective the first day of the month after recall. While on layoff status, an employee shall be allowed to participate in the Cobra insurance programs at the employee's own expense.

ARTICLE NINETEEN

HEALTH EXAMINATION

- 19-1** When the District determines that an employee's health condition (mental or physical) may be impairing his/her job performance, the immediate supervisor, the site administrator (or equivalent position), Regional Assistant Superintendent (or equivalent

position), with the concurrence of the Human Resources Department may, with just cause, direct the employee to have a health examination at District expense. Employees shall be given a copy of the directive which shall state the reason(s) for such examination. Following the examination, results shall be sent by the Human Resources Department to the employee and immediate supervisor.

19-2 Licensing Requirements

- A.** It is the responsibility of all TUSD employees to meet any ongoing requirements needed to maintain the license or credential required for their position. TUSD will provide reasonable paid time for employees to take the required agility tests provided by TUSD and required for renewal of their license or credential.
- B.** In the unlikely event that a district employee fails to renew the respective licenses or credential prior to its expiration, the employee will be responsible for all cost to obtain the necessary renewal or recertification. Paid time will not be authorized for activity required to obtain recertification.

ARTICLE TWENTY

LINES OF SUPERVISION PROCEDURE

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

ARTICLE TWENTY-ONE

HEALTH and SAFETY

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

21-2 Personal Protective Clothing and Equipment

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

21-3 Unsafe Conditions

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

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

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

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

21-4 Vehicle Repair/Cleaning

- A. When a District vehicle is in need of repair, the immediate supervisor shall indicate the needed repairs on the Request for Repair Form. The original of the form shall be forwarded to the auto shop along with the vehicle; the copy of the Request for Repair Form shall be retained in a repair book maintained by the immediate supervisor and available for review by the employee for a period of thirty (30) days. Vehicles which require immediate repair shall be dispatched for service. The driver shall be required to complete the Request for Repair Form. If a mechanic is dispatched, the mechanic shall complete the repair form. A copy shall be placed in the maintenance repair log and a copy given to the immediate supervisor.
- B. All departments shall provide adequate supplies and equipment to clean District vehicles.

21-5 Right to Know About Hazardous Materials

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

informational training on any new or different chemical introduced into the workplace.

- B. All new employees shall receive Hazardous Communication/Right to Know training conducted by AFSCME and TUSD within twenty working days of their date of hire.

21-6 Video Display Terminals

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

21-7 Asbestos

TUSD shall continue to comply with AHERA.

21-8 Concern for Pregnancy Hazards

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

21-9 Communicable Diseases

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

21-10 Health and Safety Committee

- A. This committee shall be comprised of at least four (4) representatives appointed by the employer, and five (5) employees from four different job classifications from various departments and/or sites including but not limited to Transportation, School Safety, Custodial Services, Facility Maintenance and other bargaining units within The District. If necessary to ensure diversity of Blue Collar Employees on the committee the union may appoint members. The District may appoint additional committee members for their side if they desire. The Employee Relations Director shall ensure release time for participants. No more than two (2) Union appointees shall be from the same site/department. Four (4) of the Union appointees shall be other than Union stewards unless no other blue collar employee is available. The committee shall be chaired by The Director of Risk Management and an AFSCME representative appointed by the division chair.
- B. The general responsibility of the committee shall be to assist in providing a safe and healthful work place by recognizing and recommending abatement of any unsafe or hazardous equipment, conditions, policies and/or practices in the work place. The committee's charge shall be:
 - 1. To meet on a monthly schedule;
 - 2. To arrange for inspections of reported hazards;
 - 3. To review summaries of all accident and illness reports and lists of toxic materials;

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

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

21-11 Duty to Report

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

21-12 Water and Restroom Facilities

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

21-13 Lounge Area

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

21-14 No employee, except for School Safety Personnel or personnel who volunteer to, shall be required to re-enter a building that has been evacuated until said building is cleared by appropriate authority. Evacuation could include, but is not limited to, fire, bomb threat, chemical release, intruder or any other cause for evacuation. This does not include fire drills.

21-15 Custodial Duties

- A. Custodians shall not be required to work more than eight feet from the ground without the proper training and safety assistance where needed.
- B. Custodians shall not be required to remove any animal carcasses or waste outside their assigned building unless there is an immediate health risk to students, employees, or the public. Each school will be provided with the appropriate personal protective equipment for the job and the training to properly use it and keep all concerned safe and healthy. It is the responsibility of the custodian to ensure that the equipment is on-hand and available at the site.

- C. If a custodian is required to fulfill a duty that is determined to be outside of their classification, they will be compensated with out-of-class pay as per article 31-4.

21-16 Whenever any employee must work with A current of 277 volts or higher and it can not be safely de-energized, then as a safety measure two (2) journeymen must work together. If an engineer must work on 277 volt current or higher then two (2) journeymen must be present.

ARTICLE TWENTY-TWO

WORK SCHEDULE

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

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

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

A. Site Maintenance Hour Change

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

B. Shift/Hour Change

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

22-3 Workload Equalization

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

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

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

- 1) to provide the best quality educational support for students;
 - 2) to meet the economic, educational and affirmative action needs of the District; and
 - 3) bargaining unit seniority.
- B.** When it has been determined by the District that it is necessary to change a non-site maintenance employee's shift, the employee in the affected classification at the site who volunteers for the shift change shall be rescheduled. If more than one employee volunteers, the most senior shall be reassigned in accordance with the criteria in 22-4-A above. In the event that no employee volunteers, the least senior employee in the classification shall be rescheduled using the criteria in 22-4-A above.

ARTICLE TWENTY-THREE

TRANSPORTATION

- **FOR THE SCHOOL YEAR 2013-2014 ARTICLE 23-1, 23-3, 23-5, 23-6 AND 23-7 SHALL BE A PILOT PROGRAM. IN JANUARY 2014, A COMMITTEE ESTABLISHED BY TUSD AND AFSCME, WILL BEGIN REVIEWING COST SAVINGS DATA AND THE EFFECT ON TRANSPORTATION EMPLOYEES.**
- **DATA COLLECTED THROUGH ANALYSIS OF THE PILOT PROGRAM WILL BE UTILIZED BY THE COMMITTEE TO MAKE ADJUSTMENTS IN THE PILOT PROGRAM LANGUAGE FOR SCHOOL YEAR 2014-2015.**
- **THE COMMITTEE WILL INCLUDE DISTRICT TRANSPORTATION LEADERSHIP (2), AFSCME LEADERSHIP (2), BUS DRIVERS APPOINTED BY AFSCME (2), BUS DRIVERS APPOINTED BY THE DISTRICT (2), A MONITOR APPOINTED BY AFSCME, AND A MONITOR APPOINTED BY THE DISTRICT. THE COMMITTEE WILL BE FACILITATED BY AN INDIVIDUAL MUTUALLY AGREED UPON BY THE CHIEF OPERATIONS OFFICER AND THE AFSCME DIVISION CHAIRPERSON.**

23-1

Definitions

GUARANTEED TIME: REGULAR SCHOOL DRIVERS/MONITORS WILL BE GUARANTEED 3.0 HOURS PAY IN THE A.M., 3.0 HOURS PAY IN THE P.M., AND 2.0 HOURS PAY FOR THE MIDDAY RUNS OR ACTUAL TIME WORKED ON HIS/HER RUN, WHICHEVER IS MORE. HOWEVER, EMPLOYEES WILL NOT BE PAID TIME FOR GUARANTEES THAT OVERLAP.

BY EXAMPLE, WHEN CALCULATING GUARANTEE TIME ON A DAILY BASIS A PERSON WHO WORKED 2.5 HOURS IN THE AM AND 4.0 HOURS IN THE PM, WOULD BE PAID 6.5 HOURS FOR THE DAY. IF A PERSONS WORKED 2.5 HOURS IN THE AM AND DID NOT WORK THE REST OF THE DAY, THAT PERSON WOULD BE PAID 3.0 HOURS FOR THE AM.

BY EXAMPLE, A PERSON WITH THREE TIMES OUT ROUTE WORKS 2.5 HOURS IN THE AM, 1.5 HOURS MIDDAY, AND 3.0 HOURS IN THE PM THEY WOULD BE PAID 8.0 HOURS. IF THE SAME PERSON WORKED 2.5 HOURS IN THE AM, 1.5 HOURS MIDDAY, AND DID NOT DRIVE THE REST OF THE DAY THE PERSON WOULD BE PAID 5.0 HOURS (3.0 AM +2.0 MIDDAY).

SUMMER SCHOOL DRIVERS/MONITORS WILL BE GUARANTEED 2.0 HOURS IN THE A.M., 2.0 HOURS IN THE P.M., AND 2 HOURS FOR THE MIDDAY OR ACTUAL TIME WORKED ON HIS/HER RUN, WHICHEVER IS MORE. HOWEVER, EMPLOYEES WILL NOT BE PAID TIME FOR GUARANTEES THAT OVERLAP.

ACTUAL TIME WORKED: BEGINS AT THE DRIVER'S SHOW TIME IN THE A.M., P.M., OR MIDDAY AND ENDS WHEN THE DRIVER RETURNS TO THE GARAGE PLUS POST TRIP, FUELING, AND CLEANUP TIME.

STANDARD ROUTE TIME: BEGINS AT THE DRIVER'S SHOW TIME IN THE A.M., P.M., OR MIDDAY AND ENDS WHEN THE DRIVER RETURNS TO THE GARAGE PLUS POST TRIP, FUELING AND CLEANUP TIME. STANDARD ROUTE TIME WILL BE CALCULATED BASED ON BEGINNING AND ENDING ROUTE CARD TIMES. STANDARD ROUTE TIME MAY BE ADJUSTED TO MORE ACCURATELY REFLECT ACTUAL TIME WHEN A ROUTE CONSISTENTLY RUNS MORE THAN PLUS OR MINUS 10 MINUTES LONGER OR SHORTER THAN THE ROUTE CARD. IF STANDARD ROUTE TIME INCREASES OR DECREASES THE STANDARD ROUTE TIME WILL BE ADJUSTED ON THE MONDAY FOLLOWING THE TIME CHANGE. IF STANDARD ROUTE TIME INCREASES DURING THE WEEK THE INCREASE IN TIME WILL BE PAID AS EXTRA DUTY TIME UNTIL THE NEW STANDARD ROUTE TIME TAKES EFFECT. ROUTES WILL BE POSTED FOR BID USING THE STANDARD ROUTE TIME.

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

Duty Time: Duty time shall not exceed the maximum duty time as defined in the federal motor carrier regulation part 395, which currently states 15 hours in a 24-hour period.

Extra Duty: This term shall mean any trip, route, field trip, athletic trip, or other transportation related business that is not a regular assignment.

Floater: Any employee who is temporarily assigned to an open route due to the bidding process and is site protected. A four (4) hour unassigned employee is not site protected.

EXTRA DUTY Time: This term shall mean any time for which an employee is being paid that is in excess of the **STANDARD ROUTE TIME**.

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

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

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

Trip: Routes combined into an established regular assignment.

Urgent Need: This term shall mean an assignment requiring an immediate response to ensure the safety and efficiency of transporting students.

23-2 Breaks

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

23-3 Assigned Hours

- A. Shifts and routes shall be planned and combined in a manner to provide for the efficient operation of the Transportation Department. Regular assignments shall have no more than three (3) show times per day.

- B. Time shall be counted and paid as straight time through beyond the employees regular assignment when the scheduled leave/return time of the employees regular assignment or extra duty is 29 minutes or less prior to the show time of the employees next regularly assigned route or extra duty.

In cases where the employee is instructed to show earlier than the trip card time, the requestor is required to initial employee's time sheet.

It is the employee's responsibility to notify dispatch from the field with an explanation of returning late to garage from assignment at the time they are aware they will be late, not after returning to garage. Upon returning to the garage the employee shall have the dispatcher initial the time sheet if the time span to report for the next assignment is 29 minutes or less.

To provide time to validate the accuracy of trip cards, during the first four (4) weeks of school time between assigned routes/trips shall be calculated as turned in by drivers and verified by **GPS AND** Transportation staff. In the event of a dispute between a driver and the computer stated leave/return times, The District will take measures to ensure the accuracy, including but not limited to, appointing a designee to drive or ride the disputed route/trip to time for accuracy.

- C. Each Transportation employee whose regular assignment sends them out of the bus yard to transport students three (3) times in any work day **WILL BE COMPENSATED A MINIMUM OF 8 HOURS FOR THE DAY.**
- D. Each regular Transportation employee whose regular assignment is less than forty (40) hours in any work week shall be paid for each holiday a dollar amount equal to the greater of their "assignment" hours or the average of their daily hours paid during the pay period immediately preceding the holiday. In no case shall each holiday pay exceed eight (8) hours.
- E. Absence Deductions

1. If an employee is absent for part of their regular assignment, sick leave, personal leave and docks (absence without pay) the difference between what the employee actually worked will be deducted from the **STANDARD ROUTE TIME.** (Less than 8 minutes, round down; eight minutes and over, round up.)

2. If an employee is absent for their entire assignment, sick leave, personal leave and docks (absence without pay) will be charged for **STANDARD ROUTE TIME**.
- F. When the application of the nepotism Article 6-6 and in accordance with Governing Board Policy GBEAA in the Transportation Department keeps an employee from exercising his/her seniority to bid on a specific trip/site during the fall regular assignment selection process, the employee shall be required to choose another site. In addition, if a Transportation Department employee loses his/her selected regular assignment during the school year, the employee shall not be required to take a shorter hour trip assignment but shall be required to change sites if the nepotism clause is a factor. Drivers and monitors related as defined in Board Policy shall not be allowed to bid on the same trip assignment.

23-4 Notification of Intent to Return

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

23-5 Initial Selection Process

- A. By the last pay day in May, the District shall provide each employee the hour/worksites/trip preference sheet (See Appendix II) and inform the employee when the assignment process shall begin. The employee shall complete and return the preference sheet by the last school day. Employees shall be required to be available for all meetings and practice runs as scheduled.
 - B. Seniority listings and all established hours, trips and worksites shall be posted 24 hours prior to the day the selection process begins to assist employees in making their selections.
 - C. On the first day of the selection process, the employee with the most departmental seniority in the appropriate classification shall be called to select his/her regular assignment. After the employee with the most departmental seniority has selected, his/her name shall be posted on the assignment. The second employee with the most departmental seniority shall follow the same procedure in selection, then the third and fourth until all employees present have selected or been assigned.
1. Each employee shall be given a maximum of 2.5 minutes to decide. Employees who take longer than 2.5 minutes to decide shall be assigned a regular assignment, first by hourly preference and second by worksite preference. Assignment shall be given at the end of that job classification bidding process.

2. Employees not present at their assigned bid selection time must have contacted a Facility Manager in order to be assigned by a preference sheet.
 3. Any employee who is not present during the bid selection and has not contacted a Facility Manager or any employee who does not select an assignment from the remaining choices will be assigned a trip package by a Facility Manager. Trip with the highest **STANDARD ROUTE TIME** and newest bus available shall be assigned; site is not a factor Assignment shall be given at the end of that job classification bidding process.
- D.
1. If during the initial selection process there are no regular assignments remaining, those employees not assigned shall be given a **3.0 HOUR AM AND 3.0 HOUR PM GUARANTEED** non-specified assignment and shall be assigned by seniority and proportionately distributed among all three (3) transportation sites.
 2. All assignments shall be made on the basis of departmental seniority.
 3. The Union shall meet with the District one (1) week prior to the close of each school year to ensure the accuracy of all departmental seniority lists.
 4. The Union shall notify the District one (1) week prior to the selection process of any concerns over the seniority list.
 5. The Union shall be given a copy of all employee assignments when first assigned and thereafter when changes occur within one (1) week of the assignment.
 6. The Union shall be entitled to a copy of the established trips one (1) week prior to the selection process in the same format as they will appear for employees on bid days.

23-6 Summer Work Assignments

- A. Before the school year ends, employees shall be provided a questionnaire regarding their desire to work available summer programs. Questionnaires shall be returned to a District-appointed designee and both the employee and designee will verify, in writing, the receipt of the paperwork. All assignments shall be made according to departmental seniority, hours, worksite, classification, and desire to work the summer programs. All District-funded summer programs requiring District transportation shall be made available as a summer work assignment. Once awarded a summer assignment the employee shall be paid the posted hours even if assignments is cancelled. Employee may be asked to perform other transportation duties to fulfill hours.
- B. Transportation employees assigned to summer work within the department shall accrue and may use two (2) sick leave days, and shall observe July 4 as a holiday,

provided they are awarded a regular summer assignment in accord with 23-6-A. The number of hours paid will be the average of the time worked the previous pay period, or their regularly assigned summer hours, whichever is greater.

C. Bus Drivers

Driving assignments shall be accomplished through the hour/worksites/routes selection process in accordance with departmental seniority.

D. Bus Monitors

Work normally found within the Bus Monitor classification shall be assigned to Bus Monitors during the summer months and shall be accomplished in accordance with departmental seniority within the hours/worksites/routes selection process. If no Bus Monitors are available, assignments shall be made to transportation personnel based upon total departmental seniority.

E. UNION STEWARDS

Union Stewards must use their personal leave time to conduct Association business.

23-7 Reassignment Process

Recognizing the need for consistency in providing transportation services for students the following procedure shall be applied when filling vacant, changed, or newly created assignments:

- A. The bidding process will take place on a quarterly basis. **STANDARD ROUTE TIMES** will be updated two (2) weeks prior to the end of the quarter. Open trips and trips meeting the bidding requirements for posting will be posted no later than 10:00am on Monday of the last week of the quarter and closed on Wednesday of that same week at 1:00pm.
1. On Wednesday the bid sheet shall be assigned to one of the transportation supervisors at each site to oversee the bidding process from noon to 1:00pm. Employees wishing to sign during that final hour shall do so in the presence of the supervisor. No employee shall be allowed access to bid sheets after 1:00pm and the supervisor will deliver all bid sheets to the payroll clerk.
 2. Awarded trips will be posted that afternoon and will take effect on the first day of the following quarter.
- B. The following procedure shall apply for vacant or newly created assignments:
1. Employees applying for vacant assignments within their appropriate classification must include the following on the posted assignment announcement:
 - a. Legible signature;
 - b. Seniority number;

- c. If bidding for more than one (1) trip package, indicate priority of preference (1, 2, 3, 4, etc.).
- 2. Designated Union representatives shall be allowed to view assignments one day prior to posting.
- 3. Employees shall be permitted no more than one (1) voluntary reassignment per classification per year unless said move increases the employee's hours. Such moves shall be granted on a department seniority basis. A copy of any such reassignment shall be provided to the Union upon request.
 - a. Employee can move laterally (across) one (1) time) OR;
 - b. Employee can move down one (1) time. CAN NOT DO BOTH.

Employees can move up as many times as necessary until they reach eight (8) hours.

Employees who do a lateral change from an eight (8) hour assignment to another eight (8) hour assignment can not move again.

C. Vacant assignments shall be considered as:

- 1. Regular assignments that increase permanently five (5) hours or more per week and the current employee(s) declines the increased hours;
 - 2. New or vacant regular assignments.
- ;
- 3. Regular assignments that decrease five (5) hours or more per week and the current employee(s) declines the decreased hours.
 - 4. Regular assignments of employees on Board approved leaves of absences.

D. The District reserves the right to change an employee's trip or route within a regular assignment within the appropriate classification to one of a similar time frame if such change does not change the worksite or hour assignment in the following situations:

- 1. Route no longer needs the services of a Bus Monitor. Affected employees shall be given an explanation in writing as to the reasons for the change.
- 2. Cancellation of route within a trip. Affected employees shall be given an explanation in writing as to the reasons for the change.
- 3. When personality differences arise, in the absence of established fault, between the driver and monitor, both shall be reassigned. When personality differences arise

between an employee and school personnel, parents, and/or students, the department may reasonably reassign the employee if deemed to be in the best interest of both parties. In this case the employee shall be notified both verbally and in writing of the reason(s) for the reassignment. The created vacancy shall be filled through the established selection procedure and the bus remains with the regular assignment.

For the duration of that particular school year neither employee shall be allowed to re-bid on the regular assignment of which they have been removed. This reassignment shall not be considered as the employee's one (1) voluntary move.

- E. 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, provided Article 23-7-B has already been utilized.
- F. In the event of remaining vacant regular assignments at the end of the reassignment bidding process, the least senior unassigned employee in the affected classification shall be assigned first followed by the next least senior employee and continuing upwards until all vacant assignments have been filled.
 - 1. 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. Should there be multiple assignments with the same **STANDARD ROUTE TIME** the trip with the highest bus number shall be assigned first, followed by the next highest bus number and so forth.
- G. Employees who lose their regular assignment due to the reassignment process shall be temporarily assigned a trip package using the following guidelines:
 - 1. The transportation department shall calculate the **STANDARD ROUTE TIME** of all open trip packages and assign employees a temporary trip assignment that is as close in hours to the **STANDARD ROUTE TIME** currently getting paid for.
 - 2. If there are multiple trips totaling the same hours the trip package with the newest bus is assigned to the highest senior employee first, the second newest bus is assigned the next senior employee and so forth down the seniority list from highest to lowest senior employee until all vacancies have been temporarily assigned.
 - 3. All open trips will be immediately chosen after the close of the bidding process. Employees will be required to choose an open trip package as close to their **STANDARD ROUTE TIME** based on seniority from highest down.

23-8 Extra Duty Assignment

A.

1. Pre-scheduled (field trips and athletics Extra Duty) sign up sheets for use during the school year shall be posted the week prior, so that employees can indicate their intention to work.
 2. Non-scheduled extra duty sign-up sheets will be posted daily so that employees may indicate their intention to work that same day.
 3. Employees shall be required to fulfill the duties of their regular assignment prior to being assigned an extra duty assignment.
- B. Extra Duty assignments shall be distributed by site to those employees indicating their intention to work (up to a maximum of 40 hours) in the following manner:
1. Less than forty (40) hour employees (by department seniority on an annual rotating basis) unless availability is a factor in accordance with 23-8 B-4.
 2. Other employees with less than forty hours estimated weekly accrual, unless availability is a factor in accordance with 23-8 B-4.
 3. When all individuals in B-1 and B-2 above have been assigned up to forty hours, assignment shall be made in accord with Article 23-8 D following the guidelines set forth in art, 23-8-B4.
 4. All employees in a job classification who have indicated an intention to work shall be used before using anyone from another job classification unless availability is a factor.

5. Extra Duty Rotation

- A. There will be five (5) rotations, one (1) for daily assignments (pre-k and activity), one (1) for daily assignment overtime, one (1) for field trips, one (1) for overtime field trips and one (1) for holiday.
- 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.
- C. Employee(s) shall be paid at a rate of one and one-half (1 1/2) times their normal hourly rate for hours worked in excess of forty (40) hours per week.
- D. Overtime assignments shall be equitably distributed by site to those employees indicating an intention to work, starting with the employee with the most departmental seniority and proceeding downward on an annually rotating basis, unless availability is a factor.

- E. Extra Duty assignments shall be available for review by Union representatives upon request.
- 1. Copies of extra duty paperwork shall be given to union representative on a daily basis, including, but not limited to: Dispatcher's Time Tracking sheet, Daily Extra Duty Sign-up Sheet, Pre-scheduled Field Trip sign-up sheet, Payroll Tracking Sheet, Holiday Sign-up Sheet and Overtime List.
- 2. Copies of bi-weekly payroll sheet for all Blue Collar Transportation employees shall be given to union representative no later than 2 (two) days after Payroll closing.
- F. Holiday overtime assignments shall be assigned by worksite to the most senior employee(s) in each classification who signs that portion of the sign-up sheet. On weeks where there is a holiday(s) that portion of the extra duty sign-up sheet shall be colorfully distinguished from the non-holiday work days and shall be used for holiday assignments. Assignments shall be made to employee(s) on a rotating basis over the entire school year.
- G. Within the framework of availability, the District shall attempt to equalize non-holiday field trips and athletics for those employees indicating a desire to work, by complying with Article 23-8-A.

23-9 Bus Discipline

- A. It is the intent of both parties that this procedure be consistently applied to insure the safety and well-being of students who receive District provided transportation.
- B. School principals shall be responsible for seeing that all students enrolled in their school, who are eligible for District transportation, receive a copy of the "School Bus Safety and Your Child" letter at the time of registration. Furthermore, Principals shall be responsible to effectively discipline students who violate bus discipline procedures in a timely manner. (See Appendix III).
- C. In any case, parents or guardians shall be notified by the appropriate administrator when their child has violated the Bus Discipline Procedure and/or has had any disciplinary action recommended to be taken against them. If notified by phone, parents or guardians shall be informed of the severity of the infraction(s) and type of action recommended. In addition, parents or guardians shall be mailed their copy of the Bus Conduct Report within the specified time limitation described herein.
- D. The Driver or Bus Monitor shall keep a copy of the referral and deliver the original to the Dispatcher for disbursement to School Safety. The administrator shall within four (4) days from the date of referral, forward the copies with a response to their appropriate designation. (See Appendix IV).
- E. Upon receipt of the appropriate administrator's response, the Director of Transportation or designee shall make known, as soon as possible, to the referring Driver or Bus Monitor, the administrator's response.

- F.** If a passenger becomes so unruly as to present immediate danger to the health and safety of other passengers, the Driver shall park the vehicle in an area reasonably free of traffic. The Driver shall immediately contact the Department of Transportation and wait for the appropriate authority(ies) to arrive and determine the type of disciplinary action to be taken. TUSD School Safety shall ensure that assistance is available on call for the entire time that buses are scheduled to run. If the unruly passenger is an Exceptional Education student, the appropriate administrator shall be notified immediately by the Transportation Department. The administrator shall within four (4) days inform the Driver(s) and/or Bus Monitor(s) about the behavior plan recommended.
- G.** When an Exceptional Education student has a discipline problem on a school bus, the appropriate administrator shall be informed immediately and the behavior plan shall be written in conjunction with the Individual Education Plan (I.E.P.). Drivers and Bus Monitors shall be provided eight (8) hours in-service training in behavioral and medical problems of Exceptional Education students each school year. A fifteen (15) minute period shall be allowed when possible after the A.M. and before the P.M. routes for discussion of behavior programs and problems of Exceptional Education students. These discussions shall be between Driver(s) and/or Bus Monitor(s) and Exceptional Education students' teachers and/or administrators.
- H.** When an administrator suspends a student from the bus, the Director of Transportation and/or designee, shall be informed immediately of the time involved and the student's name. The Director and/or designee shall in turn immediately notify the affected Driver(s) and/or Bus Monitor(s) of the suspension.
- I.** For any student known to be aggressive to others or himself and any student with a medical disability that may require emergency help, i.e. diabetic, wheelchair, epileptic, hypoglycemic, heart patient, emotionally out-of-control, breathing problems, etc., the Driver(s) or Bus Monitor(s) shall have the disability marked on the route card beside the student's name.
- J.** In addition, if the run or route requires a Bus Monitor(s), that route or run card shall be marked at the top of the route card in red pencil as needing a Bus Monitor(s).
- K.** Under the Bus Conduct Report and Executive Manager's letter, if a first infraction is severe enough, i.e. hitting or throwing things at or on a Driver/Bus Monitor, Transportation Monitor or other student, suspension may be warranted as a first step.
- L.** A Driver/Bus Monitor who believes the administrator's decision to be inadequate or unfair shall have the right, with Union representation, to consult with the site administrator and/or Director of Transportation and/or designee.
- M.** The District may request that the Union meet with the District representative to renegotiate this Article upon thirty (30) days written notification.

- 23-10 A.** Bus drivers shall be provided a paid twenty (20) minutes prior to leave garage time at the start of each day, ten (10) minutes prior to each subsequent leave garage time, five minutes following each return to garage time, and **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.
- 23-11** The District shall provide and maintain in proper working order a telephone at each worksite for local calls only for the use of the employees.
- 23-12** The District shall make a concerted effort to assign available work to the job classification that is most appropriate, and only in cases when the appropriate classification is not available, assign work to other employees by departmental seniority.
- 23-13** The Department shall have available for review a copy of all applicable State and Federal laws as regularly kept by the Transportation Department.
- 23-14** The time period for Transportation employees to take their required biennial (every 2 years) physical for the next school year shall be posted a minimum of two weeks before the end of school. Employees shall be notified within five (5) days of the District's receipt of information indicating a concern about their work status.
- 23-15** The Transportation Department shall provide appropriate supplies and equipment in sufficient quantity to clean and maintain vehicles.
- 23-16** All bus drivers and monitors shall be admitted without charge to all District events held at District facilities, when transporting students to those events.
- 23-17 A.** Any white fleet vehicle used to transport students to or from home shall be driven by a willing employee with a valid driver's license on file. A motor vehicle report will be reviewed and copied for file two times annually. Every effort will be made to make sure the employee has first aid and CPR training.
- B.** In the event that an employee transporting students in a white fleet vehicle is involved in an accident, a drug and alcohol screen will be conducted in accordance with the Commercial Driver's License Standards.
- 23-18** Any driver who develops a medical condition which would preclude them from driving a school bus shall have 180 days to resolve the issue. During this time, the driver will perform monitor duties at monitor wages. If the condition cannot be resolved within 180 days, the driver shall be permitted to demote to a monitor position, if one is available.

ARTICLE TWENTY-FOUR
LEAVES OF ABSENCE WITH PAY

24-1 Sick Leave Eligibility

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

24-2 Sick Leave Accrual

BEGINNING IN THE 2014-2015 SCHOOL YEAR SICK LEAVE WILL BE FRONT LOADED BASED ON THE RESULTS OF THE 2012-2013 SCHOOL YEAR NEGOTIATIONS.

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

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

BEGINNING IN THE 2014-2015 SCHOOL YEAR SICK LEAVES WILL BE AS FOLLOWS:

	<u>Sick Leave</u>
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. 1. An employee is required to notify his/her immediate supervisor(s) or designee(s) of a necessary sick leave absence at least one-half (1/2) hour prior to the start of the employee's work day.
- 2. In addition to 1) above, Site Custodians for Elementary and Middle Schools are required to notify his/her immediate supervisor(s) or designee(s) and Security (day shift) of a necessary sick leave absence at least one-half (1/2) hour prior to the start of the employee's work day.
- 3. Each supervisor of Blue Collar employees shall provide each employee under his/her direction the written telephone number of the immediate supervisor or designee the employee must notify.

D. An employee who leaves his/her assignment before the work day is finished or starts the work day late due to illness or medical appointments, shall have his/her absence time charged to sick leave to the nearest quarter hour (less than 8 minutes, round down; 8 minutes and over, round up).

24-3 Sick Leave Usage**A. Illness**

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

B. Bereavement

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

24-4 Personal Leave Accrual

BEGINNING WITH THE 2014-2015 SCHOOL YEAR THE DISTRICT WILL DISCONTINUE FRONT LOADING PERSONAL LEAVE BASED ON THE RESULTS OF THE 2012-2013 SCHOOL YEAR NEGOTIATIONS.

- A. At the beginning of every school year, each employee shall be credited with eight (8) days to be used for the employee's personal leave. **BEGINNING IN 2014-2015 SCHOOL YEAR PERSONAL LEAVE SHALL BE ACCRUED ACCORDING TO THE FREQUENCY ESTABLISHED IN DISTRICT PROCEDURE.** Personal leave for Transportation monitors and bus drivers shall be determined by regular assignment hours at initial selection process.
- B. All unused personal leave shall be made part of the employee's accumulated sick leave at the end of each fiscal year. New employees, whose entry day to the District is other than July 1, shall have their personal leave pro-rated.

PERSONAL LEAVE – WILL TAKE EFFECT FOR THE 2014-2015 SCHOOL YEAR

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

24-5 Personal Leave Usage

- A. Personal leave days may not be taken the day immediately prior to or after a holiday or vacation unless approved by the immediate supervisor. An employee planning to use a personal day or days shall notify his/her immediate supervisor at least 24 hours in advance except in cases of emergency. The immediate supervisor may deny a personal leave day if critical work cannot be completed by the remaining work force.
- B. Personal leave may not be taken during the first week, last week, or in the week prior to the start of school unless approved by the employee's immediate supervisor.
- C. In the Transportation Department, personal leaves may be limited on a reasonable basis to insure proper staffing of all routes on any given day but in no event shall personal leaves be limited to less than three (3) each at the central, east, and west side facilities on a given day. Requests for Personal Leave shall be granted on a first come first served basis.

24-6 Vacation Leave Eligibility

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

24-7 Vacation Leave Accrual

- A. Years of service shall be calculated from the employee's date of hire as defined in Article 1-8 or with any adjustment as a result of an unpaid leave of absence.
- B. **ALL MBUS COVERED BY THIS AGREEMENT SHALL ACCRUE VACATION LEAVE BENEFITS BASED ON THE NUMBER OF REGULARLY ASSIGNED DAILY HOURS. BEGINNING IN 2014-2015 VACATION LEAVE SHALL BE ACCRUED ACCORDING TO THE FREQUENCY ESTABLISHED IN THE DISTRICT PROCEDURE BELOW:**

TERM	DAYS
1-5 YEARS	10
6-15 YEARS	15
16+ YEARS	20

C. MBUS WILL EARN VACATION DURING THE FIRST YEAR; HOWEVER, ARE NOT ELIGIBLE TO SCHEDULE ACCRUED VACATION UNTIL AFTER COMPLETION OF THE FIRST YEAR OF EMPLOYMENT.

D. If a nine and one-half (9-1/2) or ten (10) month contract employee is transferred to a twelve (12) month position, the employee shall accrue his/her vacation from the first day in the new assignment, at the vacation accrual rate equal to the years of service in the District as defined in Article 1-8.

24-8 Vacation Leave Usage

A. If a holiday occurs during an employee's vacation, said holiday shall not be deducted from accumulated vacation leave.

B. Vacation Requests: Employees shall be allowed to request use of their vacation from their immediate supervisor/designee in the following manner. Said designee may not be another blue collar employee unless that employee is working out of class.

1. No later than September 1 and March 1 of each calendar year, employees shall have twenty (20) days to submit in writing their request(s) for use of vacation time within that six month time period. Requests shall be date stamped or dated by hand at the time of submission and a copy will be provided to the employee. If these requests are not made timely, the employee risks losing the accrued vacation.
2. Employee requests shall be approved or denied in writing on a first-come, first-served basis for each six month period. During each six month period, when multiple vacation requests for the same or over-lapping time periods have been received on the same day, Section C below shall resolve such conflicts.

Once approved in writing, an employee's vacation request will not be revoked to grant a request received later in that six months from an employee with more District seniority. However, if the affected employees and supervisor all agree, changes can be made to the vacation schedule.

3. The immediate supervisor shall be responsible for making available and updating the vacation calendar of approved employee requests.

C. Vacation Approval/Denial:

1. If work load permits, vacation leave shall be granted for those requests submitted in writing by an employee at least ten (10) days prior to the leave. If the nature of the work makes it necessary to limit the number of employees on vacation leave at the same time, such decision shall be based on District

seniority on a rotating basis for the calendar year. Vacation requests shall not be denied for arbitrary or capricious reasons.

2. The District may require employees to take leave time at times determined by the District in order to accommodate summer maintenance scheduling or temporary, complete or partial closing of various work sites. In such event, employees who do not have the vacation accumulation required for the scheduled closing shall have the option of temporary transfer (if another position is available in the classification) or unpaid leave. However, should the employee choose to take an unpaid leave during a time that coincides with a holiday period, the employee shall be paid for the holidays provided for in Article 29.
 3. The immediate supervisor shall grant or deny in writing a vacation request within ten (10) days of receipt and a copy of any denial shall be forwarded to the Human Resources Department. Employees may request vacation leave on shorter than ten (10) days notice and for periods of vacation shorter than five (5) days. The immediate supervisor may grant leave on short notice or for short periods.
- D.** If a supervisor denies vacation to an employee and vacation will be lost under those circumstances, the supervisor may 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.
1. **TWELVE (12) MONTH EMPLOYEES MAY ACCUMULATE 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 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.**
 2. **ESPS SHALL USE ACCRUED VACATION TIME IN EXCESS OF 160 HOURS (OR PRORATED CAP) BEFORE JUNE 30. IF VACATION LEAVE IS DENIED, THEN THE PROVISIONS OF 24-8-D SHALL APPLY.**

24-9 Jury Duty/Litigation

- A.** Employees subpoenaed for jury duty or as a witness shall not suffer loss of earnings as a result of such service. An employee may choose: 1) to keep his/her jury duty pay and have his/her pay docked an equal amount; or, 2) in cases where jury duty pay exceeds the employee's daily rate, he/she may use a personal leave day or be docked at his/her daily rate, instead of using a jury code for those days.

- B.** Employees subpoenaed for jury duty shall submit a copy of the jury summons to his/her immediate supervisor and inform the supervisor of his/her choice regarding jury duty pay prior to jury duty service. Absence forms shall be submitted in the pay period while serving as a juror. No receipt need be submitted with the absence sheet if the employee chooses to take a pay dock or a personal leave day.
- C.** Absences due to litigation while the employee is either a plaintiff or a defendant must be charged to personal leave, vacation, or dock, and may be taken before or after a holiday. The subpoena, or photostat thereof, must be provided to the employee's immediate supervisor.

24-10 Military Leave

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

24-11 Industrial Illness or Injury

- A.** In the event of absence due to injury on the job, the District shall pay, while accumulated sick leave lasts, the necessary amounts above the monies received by the employee from the District Self Insurance Worker's Compensation Fund. Employees injured on the job may choose to work on "limited duty" upon the recommendation of the District industrial physician or the employee's personal physician. Such "limited duty" may be in any classification so designated by the District for which the employee is able to perform and shall be paid at the rate at the time of the injury, and shall advance their yearly salary if applicable.
- B.** Upon the termination of this unpaid leave of absence of twelve (12) months or less, the employee, if he/she has not been subject to layoff, shall be restored to his/her previous position, grade and step. This type of leave shall not be considered a break in service.
- C.** Except as provided in D below, an employee whose paid leave exceeds twelve (12) months, and who has not been subject to layoff, shall be restored to his/her previous position, grade and step if the position is available. If the previous position has been filled, the employee shall be placed first in another position in the same classification, if one is available, or, second, if none in the classification is available, in another available position the employee can perform, at no less pay than in the previous position.
- D.** If the employee is not returned to a position in his/her previous classification, the employee shall be transferred into the first available opening occurring in the previous classification.

- E.** When an employee has been released from an industrial injury with a permanent disability preventing him/her from performing the duties of his/her previous job classification, the District shall attempt to find a position for which the employee can qualify, and in which reasonable accommodations can be made for the disability. In such a placement, the employee shall be paid the appropriate rate for the position.
- F.** Within four (4) weeks of return to work, an employee may make arrangements with Payroll to buy back sick leave used for an on-the-job injury.

24-12 Compensation

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

24-13 Released Time

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

24-14 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 Resource 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 shall designate the donation in the name of the employee to receive the donation.
- C.** The recipient employee shall be credited with the number of days donated, up to a maximum of one week after their projected return to work. Days donated in excess of this amount shall be held in reserve and credited to the employee only if needed. If not needed, days in excess of one week beyond the original amount requested shall be restored to the donor(s). Days of leave, not the actual wage of the donor employee, shall be donated.
- D.** No employee shall be eligible for the Medical Leave Assistance Program after he/she qualifies for long-term or short-term disability coverage.

- 24-15** When it has been determined by an employee's supervisor that an employee has been physically assaulted by a student, the employee will be allowed up to two (2) days leave not charged to the employee.

ARTICLE TWENTY-FIVE

LEAVES OF ABSENCE WITHOUT PAY

25-1 Eligibility

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

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

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

25-2 Short Term Leaves

A. Medical

An employee who has exhausted accumulated sick leave, personal leave, and vacation leave, yet is medically unable to return to work, shall be allowed up to thirty (30) days on unpaid medical leave. The employee shall be responsible for the

cost of his/her monthly insurance continue premiums or costs that The District would otherwise pay for the employee's health insurance benefit which the employee was enrolled at the beginning of his/her unpaid medical leave.

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

B. Emergency

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

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

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

25-3 Maintenance of Position

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

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

25-4 Family Leave (FML)

- A. In accordance with law, A full-time employee who qualifies shall have the opportunity to apply for FML.
- B. During unpaid FML, The District shall continue to pay the employees portion of his/her monthly premiums, of District's medical insurance in which the employee was enrolled at the beginning of the leave.
- C. Requests for Family Leave shall be accompanied by the appropriate documentation.

- D.** In accordance with federal law, Family Leave shall be used concurrently with vacation and or sick leave.

ARTICLE TWENTY-SIX

HOURS OF WORK

- 26-1** Each employee is entitled to consecutive calendar days off during the work week which shall be two (2) calendar days when working an eight (8) hour normal work day, and three (3) calendar days when working a ten (10) hour normal work day.
- 26-2** Each employee working at least five (5) hours a day on a regular basis shall be entitled to a duty-free lunch period. Lunch period may be interrupted in cases of emergency.
- 26-3** An employee working ten (10) hours a day shall be allowed a twenty (20) minute paid uninterrupted break, each one-half (1/2) shift.

An employee working six (6) to eight (8) hours a day shall be allowed an uninterrupted fifteen (15) minute paid break, **FOR each FOUR (4) HOURS OF CONTINUOUS WORK.**

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

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

26-4 Call Back Pay

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

26-5 Overtime

- A.** At the District's discretion, employees may be either paid at the premium rate of time and one-half for hours worked in excess of forty (40) hours per week, or in lieu of time and one-half pay, may be given comp time off at the premium rate of time and one-half. Advanced approval to work overtime must be received from the employee's supervisor. If, during the term of this agreement, FLSA rules change to prohibit an employer's discretion to pay "compensatory" time in lieu of one and a half (1-1/2) times pay, the District shall comply with the law.
- B.** Any period worked beyond forty (40) hours of the employee's scheduled work week must be authorized in writing by the immediate supervisor, following administrative procedures, prior to that work period. However, authorization for the Transportation Department and Facilities Management may be given orally by a departmental supervisor.
- C.** When a 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.

- D. Overtime assignments at worksites shall be posted in a place accessible to employees and distributed equally among those worksite employees who volunteer for overtime. The immediate supervisor shall be responsible for maintaining an overtime volunteer list in order of classification seniority. (See Appendix VIII).
- E. Overtime assignments shall be available for review by Union representatives upon request.

26-6 Involuntary Overtime

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

26-7 Work Schedule Review for Facilities Support Services

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

26-8 Meetings Scheduled by Supervisor

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

ARTICLE TWENTY-SEVEN

PROFESSIONAL DEVELOPMENT PROGRAM

THE PROFESSIONAL DEVELOPMENT FUND WILL BE SUSPENDED FOR THE 2013-2014 SCHOOL YEAR. TUSD AND TEA WILL REVISIT THIS ARTICLE FOR THE 2014-2015 SCHOOL YEAR.

A Committee consisting of representatives from both TUSD and the Union shall be formed and Shall meet to set the guidelines for accessing the Professional Development fund. These guidelines shall include eligibility requirements and the application process. TUSD shall allocate \$100,000 for reimbursement of tuition, conference fees and/or workshops following the guidelines determined by this committee. The dollar amount, up to \$25,000, not used for the 2010-2011 fiscal year will be rolled over into the 2011-2012 fiscal year and added to the new budgeted amount of \$100,000 for a maximum of \$125,000.

ARTICLE TWENTY-EIGHT

FRINGE BENEFITS

28-1 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 2013-2014 ONLY THE DISTRICT WILL ABSORB \$23.94 OF THE MONTHLY COST.**
- B. 1. FULL-TIME DRIVERS AND MONITORS ARE GUARANTEED A MINIMUM OF SIX (6) HOURS PER DAY.**
- 2. PART-TIME EMPLOYEES
FOR 2013-2014; PART-TIME EMPLOYEES SHALL BE ALLOWED TO ENROLL IN THE PPO PLAN FOR 2013-2014, IF ALLOWED BY LAW, WITH THE DISTRICT PAYING 50% OF THE COST.**

28-2 Open Enrollment

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

28-3 Newly Eligible Employees

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

28-4 Termination of Coverage

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

28-5 District Contribution

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

28-6 Life Insurance

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 July 1, for the 2011-2012 school year, but not less than \$10,000. Part-time employees shall receive at District expense, a term life insurance policy equal to half of the employee's base salary for 2011-2012, but not less than \$5000. Employees shall have the option of purchasing additional term life insurance at his/her own expense.

28-7 Insurance Selection Committee

Two employees selected by the Union shall sit on the Insurance Carrier selection committee.

28-8 Mileage Allowance

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

ARTICLE TWENTY-NINE

HOLIDAYS

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

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

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

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

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

29-4 Paid Duty Days

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

ARTICLE THIRTY

SEPARATION BENEFITS

30-1 Severance Pay – Discontinued as of July 1, 2010

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. this dollar amount will be frozen as the employee’s minimum severance pay and will be paid out at the employee’s separation. It is calculated at .006 times the FY 2010 salary times the employee’s years of service.

30-2 Sick Leave Pay at Separation – Effective July 1, 2010

- A. After ten (10) consecutive years of service in the Tucson Unified School District, employees who are members of the bargaining unit as of the effective date of the agreement, or who become members after the effective date of the agreement, 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- the 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 shall be taken from the incentive payment including the employee's contribution to the State Retirement Fund, if any. The value of this calculation will be in addition to those employees who meet the requirements of 30-1. The rights contained in this paragraph are not considered vested rights.
- C. If an employee is eligible for the separation incentive but dies before the payment is made, said payment shall be paid to the estate of the deceased.

30-3 Those benefits contained in 30-1 and 30-2 are only available to those employees who voluntarily separate from the District.

30-4 Upon separation, employees shall receive pay at their hourly rate for all unused vacation leave.

ARTICLE THIRTY-ONE

WAGES

31-1 The salary schedule for **2013-2014** shall be listed in Appendix V.

31-2 Longevity Stipend

The length of service beyond the number of years covered by the salary schedule shall be recognized by adding to the employee’s salary as follows:

In the 6 th through 10 th year	30 cents per hour
In the 11 th through 15 th year	55 cents per hour
In the 16 th through 20 th year	65 cents per hour
In the 21 st through 25 th year	75 cents per hour
In the 26 th through 30 th year	85 cents per hour

In the 31 st through 35 th year	95 cents per hour
In the 36 th year and thereafter	\$1.05 per hour

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

31-3 Shift Differential

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

31-4 Working Out of Class

Effective August 1, 2006, employees assigned by the District to work in a higher paying classification shall receive compensation in the amount \$2.75 per hour more than their regular rate of pay for the actual hours worked in the higher paying classification. Employee may only be placed in an out of class assignment with the approval of the employees supervisor/manager.

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

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

31-5 Roving custodians shall be paid additional compensation of \$5.00 per day for each day they are directed to and do report first to a site other than the central maintenance area.

31-6 Employee Uniforms

Uniformed security agents shall be provided with an initial uniform allowance of \$700 for the purchase of uniforms. In addition, uniformed security agents shall receive an annual uniform maintenance allowance in the amount of \$350 to replace uniform and boots. In the event swegear 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.

31-7 For the **2013-2014** school year only, if any other bargaining unit or non-bargaining unit receives a salary increase, AFSCME shall receive the same percentage amount.

ARTICLE THIRTY-TWO

APPRENTICESHIP ADDENDUM

32-1 DEFINITIONS:

1. An **APPRENTICE** is a full-time employee governed by the provisions of the appropriate bargaining unit, Apprenticeship Agreement and Apprenticeship Policies and Procedures. Apprentice must be able to meet and maintain all physical requirements of the job

description throughout the training schedule. Any time not spent on training schedule will extend the program completion date.

2. 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 journey men mentors, and the apprentice's department supervisor. The Apprentice Coordinator will maintain continuing program compliance with U.S. Department of Labor regulations.
3. 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.
4. The **JOINT APPRENTICE COMMITTEE** will 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 joint apprentice committee is in deadlock.
5. The **APPRENTICESHIP AGREEMENT** is the signed document created by the Apprenticeship Coordinator which outlines on-the-job and related training requirements.
6. 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 policies, procedures, terms and contract agreements set forth for all apprentice program will mirror into all bargaining units in order to create and maintain a level of unified stability.

32-2 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 32-3.

32-3 EXCEPTIONS TO THE TERMS AND CONDITIONS FOR BLUE COLLAR EMPLOYEES

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 15-7 of the agreement, “Voluntary or Involuntary Demotion” if they drop out. apprentices who are involuntarily removed from the program are subject to Article 16-5 ‘Wage Protection’. Probationary period may be reinstated at any time following a failure to complete benchmark advancement on the training schedule.

- 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 for 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 department 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 shall review the apprentice’s records of performance of both on-the-job and related training, a minimum of every three months. Six month advancement reviews will be obtained through input from the journey men mentors and department supervisor. Failure of the apprentice to achieve any of the six-month benchmark advancements detailed in the Apprentice Agreement will result in the apprenticeship coordinator recommending a six month probation and a delay on the Apprentice Wage schedule. An apprentice who is denied advancement based on the six-month evaluation may appeal the decision to the Apprenticeship Committee. If the Committee remains deadlocked on an appeal after two sessions of voting, the original decision 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 15-7 of the Terms and Conditions for Blue Collar Employees, “Voluntary or Involuntary

Demotion”, if they drop out of the program. If they are involuntarily removed from the program the employee will be subject to article 16-5 “Wage Protection”.

- 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 bench marks 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 department supervisor. The department supervisor will be responsible for all typical employee related guidelines and procedures which govern TUSD personnel. All aspects of apprenticeship training and employment status will fall under the guidance of the apprentice coordinator. Disciplinary action or reprimands will be conducted as a joint effort between the department supervisor and the apprenticeship coordinator.

32-4 APPRENTICESHIP 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

<u>1 Year Program</u>	1 ST 1000 HOUR PERIOD: 90.64% COMPLETION: 100.00%	2 ND 1000 HOUR PERIOD: 95.26%
<u>2 Year Program</u>	1 ST 1000 HOUR PERIOD: 80.30% 3 RD 1000 HOUR PERIOD: 90.64% COMPLETION: 100.00%	2 ND 1000 HOUR PERIOD: 86.44% 4 TH 1000 HOUR PERIOD: 95.26%
<u>3 Year Program</u>	1 ST 1000 HOUR PERIOD: 72.71% 3 RD 1000 HOUR PERIOD: 82.07% 5 TH 1000 HOUR PERIOD: 90.64% COMPLETION: 100.00%	2 ND 1000 HOUR PERIOD: 78.27% 4 TH 1000 HOUR PERIOD: 86.26% 6 TH 1000 HOUR PERIOD: 95.26%
<u>4 Year Program</u>	1 ST 1000 HOUR PERIOD: 64.42% 3 RD 1000 HOUR PERIOD: 72.71% 5 TH 1000 HOUR PERIOD: 82.07% 7 TH 1000 HOUR PERIOD: 90.55% COMPLETION: 100.00%	2 ND 1000 HOUR PERIOD: 69.20% 4 TH 1000 HOUR PERIOD: 78.27% 6 TH 1000 HOUR PERIOD: 86.26% 8 TH 1000 HOUR PERIOD: 95.59%

<u>5 Year Program</u>	1 ST 1000 HOUR PERIOD: 63.02%	2 ND 1000 HOUR PERIOD: 66.02%
	3 RD 1000 HOUR PERIOD: 70.70%	4 TH 1000 HOUR PERIOD: 73.96%
	5 TH 1000 HOUR PERIOD: 77.58%	6 TH 1000 HOUR PERIOD: 81.11%
	7 TH 1000 HOUR PERIOD: 85.08%	8 TH 1000 HOUR PERIOD: 89.06%
	9 TH 1000 HOUR PERIOD: 93.29%	10 th 1000 HOUR PERIOD: 95.59%
	COMPLETION: 100.00%	

**APPENDIX I
BLUE COLLAR (BCL)**

as of 7/9/13

GRADE	CODE	TITLE
1	530411	Apprentice Carpenter (Starting Pay)
1	530151	Apprentice Building Maintenance Engineer [Starting Pay]
1	532211	Apprentice Business Machine Tech [Starting Pay]
1	530311	Apprentice Electrician [Starting Pay]
1	530551	Apprentice EMCS Technician [Starting Pay]
1	531211	Apprentice Equipment Operator, Building and Grounds [Starting Pay]
1	530361	Apprentice Fire&Safety Systems Technician [Starting Pay]
1	532011	Apprentice Fleet & Heavy Equipment Mechanic [Starting Pay]
1	531011	Apprentice Grounds Maintenance Worker I [Starting Pay]
1	531021	Apprentice Grounds Maintenance Worker II [Starting Pay]
1	530521	Apprentice HVAC Mechanic [Starting Pay]
1	530631	Apprentice Locksmith [Starting Pay]
1	530711	Apprentice Painter [Starting Pay]
1	530781	Apprentice Plumber – Facilities [Starting Pay]
1	530761	Apprentice Plumber – Irrigation [Starting Pay]
1	531031	Apprentice Roving Grounds Worker [Starting Pay]
1	53209	Bus Washer - Transportation
2	53001	Custodian (FS: 530016)
2	53011	Custodian / Grounds Maintenance Worker
2	53101	Grounds Maintenance Worker I
2	52709	Transportation (Bus) Monitor
3	51308	Bindery Helper
3	53012	Custodian/Delivery Worker
3	525116	Food Services Delivery Driver
3	524546	Food Services Warehouse Technician
3	53102	Grounds Maintenance Worker II
3	53103	Roving Grounds Maintenance Worker
3	52431	Warehouse/Delivery Worker
4	52478	Automotive Parts Clerk
4	53104	Grounds Maintenance Pesticide Technician
4	54302	Health Dental Worker
4	52403	Property Control Warehouse Technician
4	53003	Roving Custodian
4	52452	Warehouse Technician – EPF
5	53004	Appliance Technician / Roving Custodian – EPF
5	52475	Automotive Data Control Technician
5	52701	Bus Driver - Transportation
5	53002	Custodian II
5	53006	Custodial Engineering Technician
5	532079	Fleet Service Technician – Transportation

5	52718	School Safety Dispatcher
6	52479	Auto Parts Technician
6	53211	Grounds Equipment Repair Technician
6	51301	Printer I
6	51304	Print Production Clerk
6	52404	Property Control Warehouse Technician, Lead
6	52424	Warehouse/Delivery Worker, Lead
7	51341	Audio Visual Technician
7	53093	Asbestos Abatement Technician
7	53121	Buildings & Grounds Equipment Operator
7	53061	Glazier
7	53213	Grounds Equipment Mechanic, Lead
7	53081	PE Equipment Repair Technician
7	51306	Pre-Press Specialist
7	51307	Pre-Press Production Technician
7	51302	Printer II
7	53083	Sheet Metal Fabricator
7	52712	Transportation Dispatch Support Technician
7	53069	Upholsterer
7	52457	Warehouse Technician, Lead.
8	53017	Assistant Building Maintenance Engineer
8	53089	Cement Finisher
8	53047	Furniture Shop Technician
8	53060	Maintenance Technician
8	53241	Musical Instrument Repair Technician
8	53071	Painter
8	53070	Preventive Maintenance Technician
8	53068	Surface Material Technician
8	52711	Transportation Routing Technician
8	52821	Uniformed Security Officer
9	53221	Business Machine Technician
9	53056	Fabrication and Maintenance Technician
9	53201	Fleet & Heavy Equipment Mechanic
9	53063	Locksmith
9	53020	Plant Operator
10	53015	Building Maintenance Engineer (includes Rovers)
10	53220	Business Machine Technician, Lead
10	53041	Carpenter
10	53036	Fire&Safety Systems Technician
10	53031	Electrician
10	53204	Fleet and Heavy Equipment Mechanic II
10	53052	HVAC Mechanic
10	53076	Plumber – Irrigation
10	53078	Plumber – Facilities
10	53075	Plumber – Welder
10	53064	Roofer
11	53043	Carpenter, Lead

11	53035	Fire&Safety Systems Technician, Lead
11	53055	EMCS Technician
11	53231	Food Service Equipment Specialist

APPENDIX II

DRIVER_____	MONITOR_____	SEN. NO._____
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PREFERENCE SHEET 2009

RETURN TO OFFICE BY THURSDAY

**MAY 21, 2009
4:00 P.M.**

INITIALS REQUIRED

PLEASE PRINT

NAME : _____ DATE: _____

SITE PREFERENCE: Central West East

NUMBER OF HOURS PREFERRED: _____

TIME PREFERENCES: AM Mid-Day PM Activity

LIST 5 PREFERENCES:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

LIST 3 NON-PREFERENCES:

- 1. _____
- 2. _____
- 3. _____

NOTE: PREFERENCE SHEET WILL BE USED ONLY IF EMPLOYEE IS NOT ABLE TO BE PRESENT FOR ROUTE SELECTION **AND** HAS CONTACTED A FACILITY MANAGER (CENTRAL 225-4812, WEST 225-4803, EAST 731-6704). ASSIGNMENT WILL BE MADE BY A FACILITY MANAGER. ROUTE SELECTION WILL BEGIN AUGUST 1, 2009.

APPENDIX III

Dear Parents:

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

APPENDIX IV

BUS CONDUCT REPORT

TUCSON UNIFIED SCHOOL DISTRICT

<hr/> P.O. Box 40400 DATE OF INCIDENT Tucson, Arizona 85717	<hr/> STUDENT'S NAME (PLEASE PRINT) <hr/> C E W
---	--

<hr/> MONITOR'S NAME (PRINT) BCR'S ARE ISSUED AFTER VERBAL WARNING AND OTHER ACTION BY BUS DRIVER OR MONITOR	<hr/> <table border="0" style="width: 100%;"> <tr> <td style="width: 15%;">Bus #</td> <td style="width: 15%;">Route #</td> <td style="width: 15%;">A.M. or P.M.</td> <td style="width: 15%;">Facility</td> <td style="width: 40%;">DRIVER OR</td> </tr> </table>	Bus #	Route #	A.M. or P.M.	Facility	DRIVER OR
Bus #	Route #	A.M. or P.M.	Facility	DRIVER OR		

(EXCEPT SEVERE) DATE	SCHOOL OF ATTENDANCE	RECEIVED BY
-------------------------	----------------------	-------------

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

[] THIS STUDENT SETS A GOOD EXAMPLE/FOLLOWS BUS RULES. YOUR PRINCIPAL AND YOUR SCHOOL BUS STAFF APPRECIATE YOU.

[] YOUR BEHAVIOR IS IMPROVING

<u>SEVERE OFFENSES</u>	<u>MAJOR OFFENSES</u>
------------------------	-----------------------

MINOR OFFENSES

[] THREATS/INTIMIDATION/GANG EATING, DRINKING, CHEWING SIGNS

[] THROWING OBJECTS

[] PENCIL, PEN, OR OTHER SHARP OBJECT OUT

[] FIGHTING/WEAPONS

[] ILLEGAL ORGANIZATION/GRAFFITI

[] PLAYING AUDIO EQUIPMENT

[] ILLEGAL SUBSTANCES

[] BUS

[] SEXUAL MISCONDUCT

[] SITTING PROPERLY

[] INAPPROPRIATE RACIAL COMMENTS

[] OTHER MINOR BEHAVIOR

[] ENDANGERING SELF OR OTHERS CONCERN

[] PROFANITY DIRECTED AT DRIVER OR MONITOR

[] REFUSAL TO IDENTIFY SELF OR FALSE I.D.

[] REFUSAL TO OBEY RULES

[] VANDALISM TO BUS OR BUS STOP AREA

[] UNAUTHORIZED USE OF EMERGENCY DOOR

[] DISRESPECT TO OTHER STUDENTS OR PERSONS

[] REPEATED MINOR OFFENSES

[] ANIMALS, GLASS OR SKATEBOARDS

[] OTHER MAJOR BEHAVIOR CONCERNS

[] REPEATEDLY OUT OF SEAT

[] RUSHING THE BUS, PUSHING

[] CROSSING BEHIND THE BUS

[] HANGING OUT OF WINDOW

(Please Print legibly)
PRIOR TO ISSUING THE BCR WAS THE CHILD INFORMED OF THE BUS RULES AND DID THE CHILD KNOW HE/SHE WOULD BE RECEIVING THIS

BCR: _____

ADDITIONAL STUDENTS INVOLVED IN THE INCIDENT: _____

WHAT ACTIONS DID YOU TAKE BEFORE WRITING BUS TICKET:

ADDITIONAL FACTS:

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

First Offense [] Date: _____ Second Offense [] Date: _____ Third Offense []
Date _____

Signature

Administrator's

Please FAX a copy of this report with Administrator's Actions to the Transportation Department: Central & West - 225-4800, East - 731-6706

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

Board Policy: KFA

Rev. 09/08 TUSD 167

APPENDIX V
Blue Collar Wage Scale July 1, 2013 through June 30, 2014

GRADE	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
	1	2	3	4	5	6	7	8	9	10	11	12	13
1	9.82	10.05	10.30	10.56	10.82	11.08	11.35	11.63	11.92	12.21	12.50	12.81	13.13
2	10.49	10.74	11.01	11.28	11.56	11.83	12.12	12.42	12.73	13.04	13.37	13.69	14.03
3	10.86	11.12	11.39	11.68	11.96	12.26	12.56	12.86	13.18	13.50	13.84	14.18	14.53
4	11.23	11.51	11.78	12.07	12.37	12.68	12.99	13.31	13.64	13.97	14.32	14.67	15.03
5	12.03	12.33	12.63	12.94	13.26	13.59	13.92	14.27	14.62	14.98	15.35	15.72	16.11
6	12.93	13.25	13.58	13.91	14.24	14.60	14.96	15.33	15.71	16.09	16.49	16.89	17.31
7	13.94	14.28	14.63	14.99	15.36	15.74	16.13	16.53	16.93	17.36	17.78	18.22	18.67
8	14.45	14.81	15.17	15.54	15.93	16.33	16.73	17.14	17.56	17.99	18.44	18.90	19.36
9	15.02	15.39	15.77	16.16	16.55	16.96	17.39	17.81	18.25	18.70	19.17	19.64	20.13
10	15.60	15.99	16.39	16.79	17.20	17.62	18.07	18.51	18.97	19.44	19.92	20.41	20.92
11	16.23	16.63	17.05	17.47	17.90	18.33	18.79	19.26	19.73	20.22	20.72	21.24	21.76
12	16.87	17.28	17.72	18.15	18.60	19.07	19.53	20.01	20.51	21.02	21.54	22.07	22.62
13	17.54	17.97	18.42	18.87	19.34	19.82	20.31	20.82	21.33	21.86	22.39	22.95	23.51
14	18.26	18.72	19.18	19.65	20.14	20.63	21.15	21.67	22.21	22.75	23.32	23.90	24.49
15	19.39	19.88	20.36	20.87	21.38	21.92	22.46	23.02	23.59	24.17	24.77	25.38	26.02
16	20.62	21.14	21.65	22.19	22.74	23.30	23.89	24.47	25.08	25.70	26.34	27.00	27.67
GRADE	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
	14	15	16	17	18	19	20	21	22	23	24	25	26
1	13.45	13.78	14.12	14.47	14.83	15.19	15.57	15.95	16.35	16.75	17.16	17.59	18.03
2	14.38	14.73	15.09	15.47	15.85	16.24	16.63	17.05	17.47	17.90	18.34	18.80	19.26
3	14.88	15.25	15.64	16.02	16.41	16.82	17.23	17.65	18.10	18.54	19.00	19.47	19.95
4	15.40	15.78	16.17	16.56	16.97	17.40	17.83	18.26	18.72	19.18	19.65	20.14	20.64
5	16.51	16.91	17.33	17.76	18.20	18.64	19.11	19.58	20.06	20.56	21.07	21.59	22.12
6	17.74	18.18	18.63	19.09	19.56	20.04	20.54	21.05	21.57	22.10	22.65	23.22	23.79
7	19.14	19.60	20.10	20.59	21.09	21.62	22.16	22.70	23.27	23.84	24.43	25.04	25.66
8	19.84	20.33	20.84	21.35	21.88	22.42	22.98	23.55	24.13	24.73	25.34	25.97	26.62
9	20.62	21.14	21.66	22.20	22.74	23.31	23.89	24.47	25.08	25.71	26.35	27.00	27.67
10	21.43	21.96	22.51	23.06	23.64	24.23	24.82	25.44	26.07	26.72	27.38	28.06	28.76
11	22.30	22.86	23.42	24.00	24.60	25.20	25.82	26.47	27.12	27.80	28.49	29.19	29.92
12	23.18	23.75	24.34	24.95	25.56	26.20	26.85	27.51	28.20	28.90	29.61	30.35	31.11
13	24.10	24.70	25.31	25.94	26.58	27.24	27.92	28.61	29.32	30.05	30.80	31.56	32.34
14	25.10	25.72	26.36	27.01	27.68	28.37	29.07	29.79	30.53	31.29	32.06	32.87	33.68
15	26.66	27.32	28.00	28.70	29.41	30.14	30.88	31.65	32.43	33.24	34.06	34.92	35.78
16	28.35	29.06	29.78	30.51	31.27	32.04	32.85	33.66	34.49	35.35	36.23	37.13	38.06

APPENDIX VI

**TUCSON UNIFIED SCHOOL DISTRICT
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
PETITION OF GRIEVANCE MEDIATION AGREEMENT**

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

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

_____	_____	TUSD Representative
(name)	(date)	
_____	_____	AFSCME
Representative		
(name)	(date)	
_____	_____	Grievant (if present)
(name)	(date)	Grievance No.

APPENDIX VIII

Volunteer Overtime List

Name & Seniority Number	Hours Offered & Date	Hours Accepted & Date

APPENDIX IX
TUSD EMPLOYEE
SAFETY SUGGESTION FORM
 (Instruction on reverse of this form)

Employee Name: _____

 (optional)

Date:

Work Site: _____

Exact Location or Dept:

Description of Unsafe Conditions or Practice:

Causes or Contributing Factors:

Suggestion for Improving Safety:

Do Not Write Below This Line

.....

.....
 For use by Health and Safety Committee Only

RECOMMENDATION OF THE HEALTH AND SAFETY COMMITTEE:

_____ Accept – Additional Suggestions:

_____ Reject – Reason for Rejection:

TO BE COMPLETED BY THE SITE ADMINISTRATOR:

Site Administrator’s Decision and Action Taken:

If Accepted, Date Implemented: _____

Work Order #:

Description of How Implemented/Corrective Action:

INSTRUCTIONS

Blue Collar Employees are encouraged and expected to help TUSD maintain a safe environment for employees, students and the public. As part of our concern to reduce illness and injury, Blue Collar employees are given access to suggestion forms for input. Employees may make suggestions by contacting any member of the Blue Collar Health and Safety Committee. At the employee’s discretion, suggestions may be made anonymously or employees may identify themselves, if they wish. Under NO circumstances will any employee be subject to disciplinary action or discharge as a result of submitting legitimate suggestions or bringing injury or illness hazards to the attention of management for corrective action.

Safety Suggestion Forms may be turned in to any Member of the Blue Collar Health and Safety Committee in person or via interoffice mail. Members and job sites are as follows:

Harry Ain	Operations
David Rodriguez	Operations
Peter Herran	Operations
Maria Luna	Risk Management
Mark Hawkins	Risk Management
Jeff Coleman	School Safety & Security
Debra Hopper	Transportation (West)
Paul Davis	Operations
Danny Chaboya	Operations
Rick Rendon	Risk Management
Steve Hopper	Transportation (West)
Vivian Arandules	Risk Management
Jesus Ybarra	Rincon High School
Kurt Taylor	Operations
Katherine DuBois	Transportation

A thorough investigation will be conducted or directed by the Blue Collar Health and Safety Committee. The results of the investigation will be communicated to all persons involved in the investigated situation through the District's Loss Prevention Specialist from the Safety Office.

