

ARTICLE ONE

DEFINITIONS

- 1-1** The term **ASSAULT** shall mean unlawfully causing any physical injury to another; intentionally placing another in reasonable apprehension of imminent physical injury through verbal or physical means (initiating/hazing, threats/intimidation, bullying); knowingly touching another with intent to injure, insult, or provoke such person. An assault does not require actual physical contact.
- 1-2** The term **ASSOCIATION** shall mean the Tucson Education Association. Wherever the term Association is used it is understood that the president of the Association or his/her designee acts for the Association.
- 1-3** The term **BARGAINING UNIT** shall mean all regularly assigned part-time and full-time personnel employed in a classification listed in Appendix I, excluding confidential, temporary, initial probationary employees, substitutes and other employees designated by the Board.
- 1-4** The term **BOARD** shall mean the Governing Board of the Tucson Unified School District.
- 1-5** The term **BREAKS** shall mean a specified uninterrupted paid period as described in Article 15-2 of this Agreement.
- 1-6** The term **CHARTER SCHOOL** shall mean a public school established with the TUSD Governing Board as its sponsor, pursuant to Title 15 of the Arizona Revised Statutes.
- 1-7** The term job **CLASSIFICATION** shall mean a designated title for like positions.
- 1-8** The term **DATE OF HIRE** shall mean the most recent date an individual is employed in a regular position, exclusive of temporary and/or substitute employment.
- 1-9** The term **DAY(s)** shall mean working days. Working days are considered to be those exclusive of holidays and weekends. During the summer, working days will be those when the District's Central Administrative Offices are open for business with the public.
- 1-10** The term **DEMOTION** shall mean a change in assignment of ESP(s) from a position in one classification to a position of another classification having a lower salary grade.
- 1-11** The term **DISTRICT** shall mean the Tucson Unified School District.
- 1-12** The term **EDUCATION SUPPORT PROFESSIONAL (ESP)** shall mean an employee hired to fill a part-time or full-time position in a job classification listed in Appendix 1, and any other positions created during the term of this agreement, for whom the Association negotiates, excluding confidential, temporary, initial probationary employees, substitutes, and other employees designated by the Board.
- 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 **FAMILY** shall mean parents, foster parents, step-parents, spouse, child, brother, sister, mother-in-law, father-in-law, aunt, uncle, grandparents, grandchildren, a child to whom the ESP stands in place of a parent, or anyone in the metropolitan Tucson area for whom the ESP has or shares a major financial responsibility and is an established resident within the household.
- 1-15** The term **FTE** shall mean full-time equivalent.
- 1-16** The term **FULL-TIME** shall mean working 30 to 40 regularly assigned hours per week.

- 1-17** The term **GRIEVANCE** shall mean an alleged violation, misinterpretation, or inequitable application of the terms or conditions of this Agreement.
- 1-18** The term **LAYOFF** shall mean a loss of regular employment with the District.
- 1-19** The term **LETTER OF DIRECTION** shall mean a letter from a supervisor to an ESP specifying certain directions to be followed.
- 1-20** 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 ESP's work shift.
- 1-21** The term **MENTAL HARASSMENT** shall mean to bother or torment repeatedly and persistently.
- 1-22** The term **PART-TIME** shall mean working 20 or more regularly assigned hours per week, but less than 30 regularly assigned hours per week. Food Service employees hired before July 1, 1995, and who work less than twenty (20) regularly assigned hours per week are also considered part-time employees. These less than four hour Food Service employees are not eligible for sick and personal leave, holiday pay, and insurance benefits listed in this Agreement.
- 1-23** The term **PERSONNEL FILE(S)** shall include those files in the possession of the ESP's supervisor which contain information concerning an ESP, exclusive of the supervisor's personal notes regarding the ESP's performance/conduct. The Personnel File maintained by the Exec. Director of Human Resources or Director of Food Service shall be considered the official personnel file.
- 1-24** The term **INITIAL PROBATION** shall mean a period of sixty (60) days from the initial date of employment in a regular bargaining unit position with the management option of extending probation, based on written evaluation, by an additional sixty (60) days. Management may also waive the probation period.
- 1-25** The term **PROMOTION PROBATION** shall mean a period of sixty (60) days from the initial date of promotion in a regular position with the management option to extend probation, based on written evaluation, by an additional sixty (60) days. Management may also waive the probation period.
- 1-26** The term **PROFESSIONAL DEVELOPMENT** shall mean the voluntary participation by ESPs in any approved activity (as defined in Article 17) and selected by the individual. Professional development hours count for salary step credit..
- 1-27** The term **PROMOTION** shall mean a non-temporary change in an ESP's job classification that would result in a higher pay grade.
- 1-28** The term **RECLASSIFICATION** shall mean a non-temporary placement of an individual in a different job classification, under the procedures set forth in Article 10.
- 1-29** The term **REGULAR POSITION** shall mean a part-time or full-time Assignment within a classification of the bargaining unit which is not temporary. Person(s) selected to fill such positions are regular ESPs.
- 1-30** **THE TERM REPRESENTATIVE SHALL MEAN ANY TEA MEMBER THAT IS DESIGNATED BY THE ASSOCIATION TO PERFORM A FUNCTION FOR THE ASSOCIATION. UPON REQUEST, THE TEA PRESIDENT SHALL PROVIDE NOTIFICATION OF SUCH REPRESENTATIVES.**

- 1-31** The term **SCHOOL COUNCIL** shall mean the body of stakeholder representatives including site administration, faculty and staff, parents/guardians of pupils who attend the school, community representatives, and/or students.
- 1-32** The term **BARGAINING UNIT SENIORITY** shall mean the total number of years of uninterrupted service in a regular classification in the bargaining unit. However, seniority will not accrue during unpaid leaves of absence.
- 1-33** The term **DISTRICT SENIORITY** shall mean the total years of uninterrupted service calculated from the ESP's most recent date of hire with the District in a regular position. However, seniority will not accrue during unpaid leaves of absence.
- 1-34** The term **SHARED DECISION-MAKING** shall mean the process of decision making at a worksite in which decision making is shared by the site administrator(s), teachers, parents/guardians and ESPs within the framework of each site's school council and Governing Board Policy. Shared decision-making shall be synonymous with the term site based decision-making. Shared decision-making is designed to comply with the decentralization provisions stated in the 1994 Arizona revised statutes (ARS 15-351).
- 1-35** The term **STAFF DEVELOPMENT** shall mean the required participation by ESPs in in-service activities. Staff development hours shall not count toward Professional Development credit unless ESPs use personal time.
- 1-36** The term **SUBSTITUTE** shall mean a person hired for an unspecified period of time to replace a regular ESP who is absent (not on a board-approved, unpaid leave of absence), with no guarantee of continuous work-site or hour assignment. It is not the intent of the District to use substitutes in place of filling a vacancy.
- 1-37** The term **SUPERVISOR** shall mean a person in a position designated by the Governing Board as supervisory/exempt or administrative.
- 1-38** The term **TEMPORARY EMPLOYEE** shall mean a person in a white collar classification hired for a period of employment not to exceed ninety (90) days in a year from the most recent date of hire. An ESP hired into a regular position shall have his/her temporary service applied to the completion of his/her probationary period, provided that there is no change in classification or worksite; however, the temporary period shall not be included in the bargaining unit seniority.
- The ninety (90) day time limitation for employment of temporary ESPs does not apply to teacher assistants whose positions depend upon enrollment or temporary ESPs replacing persons on leaves of absence.
- 1-39** The term **TRANSFER** shall mean a change in worksite that entails no change in rate of pay and that involves a regular ESP.
- 1-40** The term **VACANCY** shall mean a regular position which has not been eliminated and has previously been held by a member of the bargaining unit or a newly created bargaining unit position which is not filled administratively through the layoff process, returning from leave, demotion, involuntary transfer processes, or assignment in accord with ADA.
- 1-41** The term **WORK WEEK** shall be a seven (7) consecutive calendar day period.

ARTICLE THIRTEEN

LAY OFF

13-1 Procedure

- A. If it becomes necessary to reduce the work force of any classification in the bargaining unit, temporary and initial probationary ESPs occupying the affected classifications at the site shall be laid off first. Order of Layoff shall be in the inverse order of District seniority within the affected classification, except for new hires selected in the "New School" process.
- B. The District shall notify the Association and affected ESP(s) of a layoff as far in advance as possible, but at least two (2) weeks in advance.
- C. An employee outside the White Collar/Food Service bargaining unit whose position is being eliminated and who has previously held a White Collar/Food Service bargaining unit position, may exercise his/her length of service gained while a White Collar/Food Service bargaining unit employee to claim a vacancy created under B above.
- D. An ESP laid off shall be recalled to his/her classification in the inverse order of layoff before a position within the affected classification is filled by promotion or initial hiring.

13-2 Recall

- A. All temporary/substitute assignments shall be offered to laid off ESPs on recall, in order of seniority, before any other person is offered a temporary/substitute assignment within the affected classification. Work as a substitute or temporary will not affect recall rights to a white collar/food service position.
- B. The District shall maintain, as public record, a list of all ESPs who have retained recall rights. The list shall include the ESP's name, classification title, and date of hire into the District.
- C. An ESP who is recalled from layoff shall be notified by certified mail at his/her address on file in the Human Resources Department and/or Food Service Central Office. The ESP is responsible for maintaining a current address in the Human Resources Department and/or Food Service Central Office. If the ESP does not contact the District's Executive Director of Human Resources within five (5) days from date it is signed for, ~~he/she shall be considered to have resigned from the District and lose all recall rights~~ **THE OFFER WILL BE RESCINDED.** If the recall letter is returned as unclaimed, the District's obligation ceases. If the ESP accepts the offer of recall, he/she shall be available to work within ten (10) days of acceptance.
- D. Individuals shall retain recall rights equaling the affected ESP's length of service up to a maximum of twelve (12) months from the day of layoff, **UNLESS THE ESP EXPRESSLY WITHDRAWS IN WRITING FROM THE RECALL LIST.** Individuals will have a date of hire and bargaining unit seniority as if he/she were not laid off. If, however, the individuals on layoff are not recalled within the eligibility time, his/her employment with TUSD shall be terminated and the District will not be obligated to provide seniority as defined above if hired into a different classification at a later date.
- E. An ESP in a classification affected by a layoff shall retain recall rights in that classification subject to the provisions of Article 12-4, Rights to Return. Laid off individuals shall be recalled in order of District seniority. If through a classification study a position title and/or responsibilities change significantly, the ESP shall be recalled to a position representative of the new classification category if minimum qualifications are met.

13-3 Order of Recall

A. Before any vacant full-time, twelve (12) month position is filled pursuant to Article 8 (Recruitment/Selection), the position shall be offered to laid off full-time, twelve (12) month ESPs who meet the minimum qualifications. Laid off individuals shall be recalled in order of District seniority. Recall of any full-time, twelve (12) month ESP to a position of less than full-time, twelve (12) months shall not eliminate the right of recall to a full-time, twelve (12) month position during the twelve (12) month period following recall.

B. Promotion

Under no circumstances will recall to a position result in a promotion.

13-4 Insurance Coverage and Continuation

When recalled ESPs return to work, all benefits including the appropriate step at the time of the layoff, shall be reinstated. While on layoff status, an ESP shall be allowed to continue any of his/her District insurance programs at his/her own expense.

13-5 Lay Off Protection

A. All regular part-time and full-time ESPs hired on or before ~~July 1~~, **AUGUST 16, 2004**, shall not be laid off.

B. An ESP on layoff status is entitled to compete for any posted vacancy, provided he/she meets the qualifications. An ESP accepting a lower grade position shall retain recall rights in the position affected by the reduction. An ESP recommended for a position that would result in a promotion must notify the Human Resources Department within ten (10) days following the assignment to the new position if he/she wishes to retain recall rights to the classification from which he/she was laid off. Failure to notify the Human Resources Department will result in the loss of recall rights to the previous classification.

13-6 Contracting Out

Before the District issues a contract for work currently being performed by bargaining unit employees or new work which is the same or similar to current bargaining unit work, its representatives will meet with representatives of the Association to discuss the reasons for the contracting decision and give the Association representatives the opportunity to present their suggestions for alternative ways of performing the work.

No ESP whose job is eliminated by contracting out will be laid off as a result of such job elimination.

ARTICLE SIXTEEN

WAGES

16-1 Effective July 1, ~~2008~~ **2009**, the ESP salary schedule for the ~~2008-2009~~ **2009-2010** school year shall be as listed in Appendix II.

IF THE PROJECTED TUSD DEFICIT FOR FISCAL YEAR 2009-2010 EXCEEDS \$46 MILLION OR IS LESS THAN \$25 MILLION, THEN THE TEA AND TUSD BARGAINING TEAMS AGREE TO MEET TO CONSIDER ALTERNATIVES, WHICH CAN INCLUDE DISCUSSIONS IN TUSD PARTNERSHIP MEETINGS.

~~If there are additional attrition and vacancy savings and other budget adjustments over the adopted 2008-2009 tUSD budget, then beginning the week of december 1, 2008, representatives from the tea and tUSD bargaining teams will meet to negotiate in good faith any increase in compensation for the 2008-2009 school year.~~

~~For 2008-2009, the white collar/food service bargaining unit will not receive any less of a percentage increase in overall unit cost than that received by any other employee groups.~~

16-2 Longevity Stipend

ESPs who are eligible for longevity stipends will receive the stipend during the first pay period immediately following the completion of each increment year.

These amounts are based on years of **CREDITED FULL-TIME/PART-TIME** continuous service **AND THEY ARE NOT CUMULATIVE.**

ESPs receiving longevity stipends prior to July 1, 1986 shall continue to be paid the stipend.

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

_____	At the completion of the 5th year	20 cents per hour
_____	At the completion of the 10th year	35 cents per hour
_____	At the completion of the 15th year	40 cents per hour
_____	At the completion of the 20th year	65 cents per hour
_____	At the completion of the 25th year	75 cents per hour
_____	At the completion of the 30th year	85 cents per hour
_____	At the completion of the 35th year	95 cents per hour

IN THE 6TH THROUGH 10TH YEAR	20 cents per hour
IN THE 11TH THROUGH 15TH YEAR	35 cents per hour
IN THE 16TH THROUGH 20TH YEAR	40 cents per hour
IN THE 21ST THROUGH 25TH YEAR	65 cents per hour
IN THE 26TH THROUGH 30TH YEAR	75 cents per hour
IN THE 31ST THROUGH 35TH YEAR	85 cents per hour
IN THE 36TH YEAR AND THEREAFTER	95 cents per hour

16-3 Shift Differential

A. White Collar

All white collar employees regularly scheduled to start work at/after the hour of 1:00 p.m. or at/before the hour of 5:00 a.m. shall have thirty (30) cents per hour added to their hourly rate as shift differential.

B. Food Service

A wage differential of thirty (30) cents per hour shall be paid to regularly scheduled Food Service employees at a site for hours worked after the hours of 6:00 p.m. and prior to the hour of 6:00 a.m.

16-4 Working Out of Class

An ESP authorized by his/her supervisor to perform work in a higher paying classification or grade than the grade of the position in which they perform their regular duties, shall receive additional compensation of two dollars (\$2.00) per hour. ~~after one (1) full day of work in the higher classification.~~ The ESP shall be compensated for the actual hours worked in the higher classification. ~~after working one full day.~~

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

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

16-5 Pay Plan Procedure

ESPs will be paid bi-weekly during their work year. The Association and the District will continue to explore options for those ESPs working less than twelve months who desire to have their compensation allocated over a twelve month period.

ARTICLE EIGHTEEN

FRINGE BENEFITS

18-1 Medical Insurance

- A. For the ~~2008-2009~~ school year **2009-10**, the District shall pay 100% of the cost of the HMO medical premium for District-sponsored single coverage medical insurance for each full-time eligible ESP (as determined by the insurance provider) who elects coverage.
- B. ESPs who are currently enrolled in POS (previously OAP-High) and PPO (previously OAP-Low) insurance plans shall be allowed to continue that plan for ~~2008-2009~~ **2009-2010** at District expense if POS and PPO plans are included in the District's insurance program. ~~for 2008-2009~~. This benefit is available to those ESPs who were enrolled in either the POS or PPO plans as of November 18, 2003. An ESP must be continually enrolled in the POS or PPO insurance plan to be eligible for this benefit. If the ESP opts out or changes plans, the ESP is no longer eligible for this benefit.
- C. For the ~~2008-2009~~ school year ~~only~~ **2009-2010**, flex credit is available only to those ESPs who participated in Flex Credit during the 2001-2002 school year and who continue to waive medical insurance coverage without interruption. (No one employed after 2000-2001 is eligible for this benefit.) Said ESPs shall be provided \$1,740 to select from other insurance programs listed in E below, or paid out as income through payroll.
- D. The District shall make available to each eligible ESP the following optional insurance programs from which an ESP may choose at their own expense.
 - 1. Dental Insurance;
 - 2. Income Protection Insurance;
 - 3. Supplemental Life Insurance;
 - 4. Vision;
 - 5. Coverage for spouse and/or dependent children in items 1 and 4 above.
- E. Part-time eligible ESPs who elect coverage (as determined by the insurance provider) will receive a dollar amount equal to 50% of medical premium referenced in (18-1-A above) to be used for District-sponsored HMO single coverage insurance.
- F. The District shall cease further contribution to District-sponsored single coverage medical insurance for ESPs who terminate employment before their last duty day of the fiscal year.
- G. District contribution to the District-sponsored single coverage medical insurance is pro-rated for new ESPs based upon the portion of the contract year the ESP works.
- H. One ESP selected by the Association shall sit on the insurance committee.

18-2 Health Insurance Benefit Retention

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

18-3 Life Insurance

All full-time ESPs shall be provided at District expense with a term life insurance policy equal to the ESP's base salary as of July 1, but not less than \$10,000. Part-time ESPs shall receive at District expense, a term life insurance policy equal to half of the ESP's base salary as of July 1, but not less than \$5000. ESPs shall have the option of purchasing additional term life insurance at their own expense.

18-4 Mileage Allowance

ESPs 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 be reimbursed at the rate established by the Arizona Uniform System of Financial Records (USFR), for miles driven from the permanently assigned worksite(s) to all other sites, including the distance between temporary worksites.

18-5 Meals - Food Service

All Food Service employees are provided with food for a meal and breaks according to the established Food Service Department Policy.

18-6 Payroll Deduction

Payroll deduction shall be made available upon request to any ESP for any of the following:

- A. District approved benefits
- B. A+ California Casualty Automobile and Home Insurance
- C. Direct deposit to District-approved Banking Institutions

18-7 Open Enrollment

Any open enrollment period shall occur between the dates of August and May, and shall be at least thirty (30) calendar days in duration. An ESP may discontinue or modify participation in any portion of the insurance program at any time, subject to a qualifying status change, as defined by federal law.

18-8 Newly Eligible ESPs

A newly eligible ESP shall be provided at least thirty (30) calendar days to enroll in an insurance program in accord with Article 18-1. If he/she declines to participate in any District insurance programs, he/she shall so indicate the refusal on the enrollment form.

ARTICLE TWENTY

LEAVE OF ABSENCE WITH PAY

20-1 SICK LEAVE – Accrual

- A. All ESPs covered by this Agreement shall be awarded sick leave benefits (without limit) based on the number of regularly assigned daily hours and accrued at the following rates. **FOR THE 2009-2010 FISCAL YEAR ONLY, ALL ESPS WILL BE ALLOCATED 6 PERSONAL LEAVE DAYS.**

	<u>Sick Leave</u>	<u>Personal Leave</u>
12 month	6 days a year	7 days a year
10 1/2 month	4 days a year	7 days a year
10 month	4 days a year	7 days a year
9 1/2 month	4 days a year	7 days a year
9 month	3 days a year	7 days a year

- B. Probationary ESPs may accumulate, but not use sick leave during their initial sixty (60) day probationary period. If the probation is extended, the ESPs may continue to accumulate sick leave and vacation but will only be eligible to take sick leave during this probation extension.
- C. All unused personal leave shall be made part of the ESP's accumulated sick leave at the end of each fiscal year.

20-2 SICK LEAVE - Usage

- A. **Illness**
Sick leave may be used at the ESP's discretion when he/she is too ill to perform the duties of his/her job, or when a member of the family is ill enough to require the ESP's attention, or for verified doctor appointments.
- B. ESPs are required to notify their 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 ESP's work day.
- C. A written statement from the treating physician may be required by the District to substantiate an absence due to an ESP's illness or for illness within the ESP's immediate family if the absence is more than three (3) consecutive days duration, or those of less than three (3) days, when there is a reasonable doubt as to the proper use of sick leave.
- D. ESPs who leave their assignment before the work day is finished or start their work day late due to illness or medical appointments, will have their absence time charged to sick leave to the nearest quarter hour.
- E. **Bereavement Leave**
In the event of death in the family of an ESP, the ESP may take up to five (5) days of sick leave, plus up to three (3) days necessary travel time, excluding weekends. Additional days may be granted at the discretion of the supervising administrator. All such days taken will be considered sick leave.
- F. **Special Bereavement Leave**
In the event of the death of a student, at least one ESP from the site may be permitted to attend the funeral without loss of leave time or compensation. In the event of the death of a staff member, at least one ESP from the site shall be permitted to attend the funeral without loss of leave time or compensation.

20-3 PERSONAL LEAVE - Accrual

- A. At the beginning of every school year each ESP shall be credited with ~~seven (7) days to be used for the ESP's personal leave.~~ **PERSONAL LEAVE IN ACCORDANCE WITH 20-1-A.**
- B. New ESPs whose entry date to the District is other than July 1, will have their personal leave prorated.
- C. ESPs assigned to a regular position may accumulate personal leave, but not use it during their initial sixty (60) days of service. This restriction may be extended for an additional sixty (60) days of service at the District's option.

20-4 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 ESP planning to use a personal day or days shall notify his/her immediate supervisor at least one (1) day in advance except in cases of emergency. The immediate supervisor may deny personal leave if an emergency occurs and coverage of the ESP's responsibilities cannot be arranged.
- B. An ESP with the approval of his/her supervisor may take personal leave during the first week or last week of school, or in the first work week prior to the start of school.
- C. ESPs assigned to a regular position may accumulate personal leave, but not use it during their initial sixty (60) days of service. This restriction may be extended for an additional sixty (60) days of service at the District's option.
- D. ESPs may use personal leave before or after a holiday or vacation for absenteeism for days of religious observation when the need for religious leave is documented.

20-5 VACATION LEAVE - Eligibility

In order to be eligible, an ESP must hold a regular twelve (12) month position in order to accrue vacation. Accrual is based on the regularly assigned daily hours in the ESP's work day.

20-6 VACATION LEAVE - Accrual

- A. Years of service shall be calculated from the ESP's date of hire with any adjustment necessary as a result of an unpaid leave of absence.
- B. ESPs will earn vacation at the rate of ten (10) days annually during the first, second and third years of service.
- C. During the fourth and fifth years of service, ESPs will earn fifteen (15) days annually.
- D. Upon completion of five (5) or more years of service, ESPs will earn twenty (20) days annually.
- E. Twelve (12) month ESPs may accumulate up to and no more than 240 hours (or prorated cap) of vacation at any given time.
- F. If a nine (9), nine and one-half (9-1/2), ten (10), or ten and a half (10-1/2) month ESP is transferred to a twelve (12) month position, the ESP will accrue his/her vacation from the first day in the new assignment, at the vacation accrual rate equal to the years of service in the District as defined in Article 1-32.

20-7 VACATION LEAVE - Usage

- A. ESPs shall not be compensated for accumulated vacation leave in excess of 240 hours (or prorated cap), unless the ESP has requested, in writing, vacation leave and the request has been refused by the District, and such refusal would result in the ESP forfeiting all or a portion of his/her accumulated vacation leave.
- B. If a holiday occurs during an ESP's vacation, said holiday shall not be deducted from accumulated vacation leave.
- C. If work load permits, vacation leave shall be granted at the time requested in writing by the ESP. If the nature of the work makes it necessary to limit the number of ESPs on vacation leave at the same time, the ESP with the greater District seniority shall be given his/her choice of vacation in event of conflict.

The District may require ESPs to take leave time at times determined by the District but shall give the ESPs the option of vacation leave or unpaid temporary leave during temporary, complete or partial closing of various worksite(s). However, should the ESP choose to take an unpaid leave during a time that coincides with a holiday period, the ESP shall be paid for the holidays provided for in Article 19.

- D. The immediate supervisor shall grant or deny vacation request in writing within ten (10) days of receipt. Denial by a supervisor of an ESP's vacation request shall be put in writing and a copy forwarded to Human Resources.
- E. A twelve (12) month ESP transferring to a less than twelve (12) month position will receive compensation for unused accumulated vacation prior to starting the new assignment.
- F. ESPs having earned vacation may take vacation in increments as approved by the site administrator.

20-8 Transfer of Sick Leave Days

- A. In order to acknowledge the accumulation of sick leave, 9, 9-1/2, 10, and 10-1/2 month ESPs may transfer up to three (3) days of sick leave to their personal leave balance, and 12 month ESPs may transfer up to three (3) days of sick leave to their vacation balance during any contract year provided the ESP has accumulated at least 30 days of sick leave.
- B. Transfer of sick leave accrual may be made in the following manner:

Days of Sick Leave Used During Prior Contract Year	Maximum Days to Transfer
0-2	3
3	2

- C. Transfers of sick leave can only be initiated at the ESP's written request to the Payroll Department or Food Service Central Office prior to November 1 of each year. The limit on number of allowable vacation days as defined in Article 20-6 apply to the transfer amount as well.
- D. This benefit may be received only once annually by an ESP and is not available to ESPs discharged for just cause.

20-9 Jury Duty

- A.** ESPs subpoenaed for jury duty or as a witness shall not suffer loss of earnings as a result of such service. An ESP may choose: 1) to keep his/her jury duty or witness pay and have his/her pay docked an equal amount; or, 2) in cases where jury duty pay exceeds the ESP'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.** ESPs subpoenaed for jury duty or as a witness are required to submit a copy of the jury summons or subpoena to his/her supervisor and inform the supervisor of his/her choice regarding jury duty pay. Absence forms shall be submitted in the pay period while serving as a juror or as a witness. No receipt need be submitted with the absence sheet if the ESP chooses to take a pay dock or a personal leave day.
- C.** Absences due to litigation while the ESP is either a plaintiff or a defendant must be charged to personal leave, vacation, or dock.

20-10 Military Leave

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

20-11 Absence Due to On-the-Job Injury

- A.** An ESP will use accumulated paid leave for absences due to an industrial injury, not to exceed 100% of their regular pay. The District's Self-Insured Workers' Compensation Trust Fund will also compensate the ESP in accordance with state law. Within four weeks of returning to work, an ESP may make arrangements with Payroll to buy back paid leave used to supplement Workers' Compensation benefits for an on-the-job injury or illness.
- B.** When all paid leave has been exhausted, or when the combination of paid leave and "restricted duty" will exceed six months, the qualifying ESP shall use unpaid Family Medical Leave (FML). At the conclusion of FML, the ESP will be placed on an unpaid, Worker Compensation leave. Family Medical Leave will run simultaneously with the Workers' Compensation leave.
- C.** ESPs injured on the job may be assigned to work "restricted duty" as recommended by the industrial injury treating physician.
- D.** A combination of paid leaves, restricted duty, and unpaid leaves of absences are not to exceed twelve (12) months for a single on-the-job injury. At twelve months, the position will be released for recruitment.
- E.** When an ESP has been awarded a permanent disability preventing him/her from performing the essential functions of his/her pre-injury job classification, the District will attempt to find a position for which the ESP can qualify and/or in which reasonable accommodations can be made for the disability. In such a placement, regardless of any provisions elsewhere in this Agreement, the ESP will be paid the appropriate rate for the new position. Placement in another position as described in this article will not be considered if the ESP is pending lay-off, suspension or termination, is on a plan for improvement or recommendations to improve, or any type of disciplinary probation.
- F.** The District will adhere to the Arizona Workers Compensation Statute, the Federal Medical Leave Act, and the Americans With Disabilities Act.

20-12 Released Time

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

20-13 Extended Illness or Injury

Return to work after an illness or injury lasting fifteen (15) days or more must be accompanied by a medical release from the attending physician. The release must state that the ESP is "ready and medically capable of return to their regular job and duties." The District may require a "return to work" evaluation at District expense.

20-14 Medical Leave Assistance Program

- A.** ESPs 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 Benefits Coordinator asking to receive donations of sick leave from other ESPs. 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 ESP may donate a maximum of five (5) sick leave days for every thirty (30) days of accumulated sick leave. The donor ESP will designate the donation in the name of the ESP to receive the donation.
- C.** The recipient ESP will be credited with the number of days donated, up to a maximum of one week after their projected return to work. Days donated in excess of this amount will be held in reserve and credited to the ESP only if needed. If not needed, days in excess of one week beyond the original amount requested will be restored to the donor(s). Days of leave, not the actual wage of the donor ESP, will be donated.
- D.** No ESP shall be eligible for the Medical Leave Assistance Program after he/she qualifies for long-term or short-term disability coverage.

ARTICLE TWENTY-SEVEN

DURATION

The provisions of this Agreement shall be effective beginning ~~July 1, 2008~~ **THE FIRST DAY OF THE FISCAL YEAR** and shall continue in full force and effect through the ~~30th day of June, 2009~~ **LAST DAY OF THE FISCAL YEAR. IN THE EVENT RATIFICATION DOES NOT OCCUR BY THE FIRST DAY OF THE FOLLOWING FISCAL YEAR, THE PREVIOUS YEAR'S AGREEMENT SHALL CONTINUE ON A MONTHLY BASIS, PENDING BOARD APPROVAL.**