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ARTICLE TWO

GENERAL PROVISIONS

2-1 Savings Clause

The Board and the Association recognize that the Board has certain powers, discretions and duties that under Federal law, 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 this agreement or any application to any ESP covered hereby shall be found contrary to law, such provision or application shall have effect in the law only to the extent permitted by law, but all other provisions or applications of this Agreement shall nevertheless continue in full force and effect. The Association and District shall immediately reopen negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

2-2 Discrimination

- A. Neither the District nor the Association shall discriminate against any ESP on the basis of race, religion, color, national origin, age, gender, marital status, disability, or membership or participation in the Association's activities.
- B. An ESP shall have the right to be free from physical or verbal abuse, mental harassment and racial, ethnic or derogatory and/or defamatory statements.
- C. Nothing in the provisions of this agreement shall be construed as a limitation upon the application of federal law including Title IV and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity Act of 1972, Age Discrimination in Employment Act, Americans with Disabilities Act of 1990, Civil Rights Act of 1991, and other nondiscrimination laws and regulations.
- D. The rights, privileges and benefits provided by virtue of this agreement shall be applied equitably to all ESPs.

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 ESPs, subject only to such regulations and restrictions governing the exercise of these rights as are expressly provided in this Agreement.

2-4 Alteration

- A. No change, revision, alteration or modification of this agreement in whole or in part shall be valid unless the same is ratified by both the Board and the Association and endorsed in writing hereon.
- B. In case of emergency (as defined in Article One) ~~for 2009-2010~~ **DURING THE TERM OF THIS AGREEMENT**, either party may request in writing to the other to reopen any article(s) for negotiation.

ARTICLE THREE

RECOGNITION

3-1 The District recognizes the Association as the exclusive representative of ESPs as defined in Article One, and will negotiate terms and conditions of employment with the Association.

3-2 The District will ~~print under the same cover~~ **POST** the White Collar/Food Service and Consensus Agreements **ON ITS WEBSITE WITHIN** ~~for employees in the bargaining units~~ thirty (30) calendar days from the date of Board ~~ratification~~ **APPROVAL AND RATIFICATION BY THE ASSOCIATION**. ~~500 copies of the employee agreements will be provided to the Association for distribution. Upon request, the District shall provide a copy to each new employee hired during the year. The Association shall pay \$175~~

~~towards the cost of printing the employee agreements, and should they request additional copies during the term of this agreement, the cost will be paid by the Association.~~ All bargaining unit agreements are available on the TUSD website.

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ARTICLE FIVE

ASSOCIATION RIGHTS

5-1 Facilities

With prior notification, the Association and its representatives shall have the right to use District facilities at reasonable times when there is no disruption of normal activities for the purposes of conducting Association business.

5-2 Communications

- A. The Association and its representatives shall have the right to post notices of activities and matters of Association concern on a designated bulletin board at reasonably accessible places at each worksite. The responsible supervisor at the site, or his/her designee, shall be given a copy of all material to be posted prior to actual posting. Documents posted may not include any defamatory material or advocate insubordinate acts.
- B. The Association shall have the right to utilize the District's mail system to communicate with members of the bargaining unit on matters authorized by a responsible Association representative as evidenced by the Association logo. The Superintendent or his/her designee shall be given a copy of matters communicated through the District's internal mail system prior to distribution to ESPs. Documents communicated through the District's internal mail system may not include defamatory material or advocate insubordinate acts.

5-3 Information - Seniority List

The District shall mail to the Association in October and May (and when a written request is made to the Employee Relations Office by an Association staff member) a list of ESPs organized by department (per group) in alpha order by classification and shall also include bargaining unit seniority date and number of hours worked.

5-4 Payroll Deduction

- A. Upon receipt of written authorization from any individual, the Board agrees to deduct from the salary of members of the Tucson Education Association the annual amount due and payable by the individual as now fixed and as hereafter increased or changed as certified by the Association. The Board further agrees to promptly transmit all such monies so deducted to the Association within five (5) days after deductions are made.
- B. The individual's written authorization shall remain in effect during the term of employment of the individual unless he/she revokes his/her authorization. Revocation shall be accomplished exclusively in the following manner: The individual shall initiate the requested revocation by providing written notice to the Association no later than August 1 of each year. The Association shall submit all revocations to the District no later than September 1 of each year.
- C. The deductions shall be made in equal amounts starting with the first full pay period after the start of the school year, or the first full pay period after District receives the individual's authorization.
- D. In the event the individual's employment terminates, the Board has no obligation to recover any unpaid dues amounts for the Association. In addition, the Association agrees to indemnify the Board against any actions taken by any person for making any payroll deductions as specified in this Article 5-4.

5-5 Association Representatives

- A. Association Representatives may take reasonable time off from work to provide representation for ESP(s) as defined in Article 6-2 and for the purposes of contract administration. An Association Representative shall notify his/her supervisor of any planned absence at least two (2) work days in advance. Any Association Representative with the permission of his/her immediate supervisor may be released with less than two (2) days notice, workload permitting. ~~Compensation for such absence shall be paid.~~

Association Representatives will submit a form designated by the District to their supervisor when they notify the supervisor of their planned absence. This form will be maintained as a record of the time used by the Association Representative.

The Association will provide the District with the names of Association Representatives in each building and those members of official committees by October 15 and February 15 of each year of this Agreement.

- B. 1. TEA representatives shall be granted released time for AEA Delegate Assembly, time spent as a member of the TEA White Collar/Food Service Bargaining Team, and TUSD/TEA consultations or involvement in a third step grievance hearing or arbitration proceeding.
2. The following released time shall be provided and substitute salary shall be paid by the Association:
- a) Released time requests requiring substitutes for members of the TEA White Collar/Food Service Bargaining Team prior to March 1;
 - b) Released time requests requiring substitutes which exceed 20 days. The following release time requests shall not be included in those 20 days: AEA Delegate Assembly; time spent as a member of the TEA Bargaining Team on or after March 1; TUSD/TEA consultation; and/or Level III grievance or arbitration proceedings.
3. In addition to the ESP filling out the released time form (20-12), TEA will notify in writing the ~~Executive Director of Human Resources~~ **CHIEF HUMAN RESSOURCES OFFICER** in advance of released time requests. If the request is for AEA Delegate Assembly, time spent as a member of the Bargaining Team; a TUSD/TEA consultation; or a Level III grievance/arbitration, the written notification will indicate the reason.
4. Supervisors shall be given two (2) days advance notice.

5-6 Access

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

5-7 Consultation

- A. Upon request of the Association or the District, the Association and the District agree to meet and consult at least once per month. Topics of discussion shall include matters of concern to either party. Released time may be granted to allow ESPs to participate in TUSD/TEA consultations.
- B. The District and the Association agree to have the following two joint committees for the term of this Agreement. The purpose of each is stated below:
- 1. Review of Exceptional Education Issues
 - 2. ~~Using Interest Based Bargaining to review and update both the Consensus Agreement and the White Collar/Food Service Agreement~~ **PROFESSIONAL DEVELOPMENT COMMITTEE AS OUTLINED IN ARTICLE 17.**

Each committee shall be composed of **UP TO** eight (8) members, four (4) members appointed by the Superintendent and four (4) members appointed by the TEA president. The committees will begin meeting no later than October 1 of each school year. Each committee will provide, upon request, a quarterly update

to the superintendent, and will present its findings and recommendations to the Superintendent and TEA. **IF APPLICABLE**, the joint committees will forward their recommendations to the TUSD and TEA bargaining teams for consideration in future negotiations.

5-8 Job Descriptions

Within ten (10) days of request by the Association, the District shall make available to the Association a job description for those classifications in the bargaining unit, including any additions made during the life of this Agreement. The District shall provide any modifications or new job descriptions to the Association within ten (10) days of implementation.

5-9 Board agendas and minutes will be available to the Association.

5-10 The District will provide to the Association the following ESP information:

- A.** The name, position title, worksite and FTE of a new hire ESP 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;
- B.** List of all terminations, resignations, retirements, leaves of absence and any other separations by the third Wednesday of each month;
- C.** List of all completed transfers, promotions, demotions, recall, returning from leave of absence, by the third Wednesday of each month.
- D.** List of all ESPs who have had an increase or decrease in assigned hours (indicate change in hours) by the third Wednesday of each month.
- E.** List of all temporary/hourly ESPs and substitutes, including name, position and site, upon request of the Association.

5-11 Association President and Vice President

The Association President and Vice President shall be entitled to a paid leave during the term of office and shall not suffer a loss of benefits. The Tucson Education Association shall reimburse the District for the cost of the paid leave and benefits.

5-12 The Association will be invited to participate in any group orientation the District holds for newly hired ESPs in the White Collar and/or Food Service bargaining units.

ARTICLE SIX

EDUCATION SUPPORT PROFESSIONAL RIGHTS

6-1 Personnel File

- A.** During Human Resource's or Food Service Central Office's normal business hours, an ESP, with or without an accompanying Association representative, may review the contents of his/her personnel file(s) (microfiche and hard copy) and to receive a copy of each at Board expense, which shall be kept in Human Resources or Food Service Central Office.
- B.** Each ESP's personnel file shall contain all documents used in personnel actions and records of personnel actions involving the ESP. An ESP shall have the right to indicate in writing to the appropriate office those documents in his/her personnel file which may be obsolete, inaccurate or otherwise inappropriate to retain. Upon receipt of the written request to Human Resources or Food Service Central Office, said documents shall be reviewed by the ~~Executive Director of Human Resources~~ **CHIEF HUMAN RESOURCES OFFICER** or Director of Food Service, and if determined to be obsolete, inaccurate, or otherwise inappropriate to retain, within thirty-five (35) work days, they

shall be destroyed. Letters of said request shall not be contained in an ESP's personnel file after such a process is requested and completed.

- C. No derogatory material regarding an ESP's conduct shall be placed in the personnel file unless the ESP 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 ESP within ten (10) days and this response will be attached and placed in the personnel file. An ESP may provide a representative with a signed, dated permission statement allowing a specific designated representative to have access to and copy at reasonable cost the content of the ESP'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 ~~Executive Director of Human Resources~~ **CHIEF HUMAN RESOURCES OFFICER** or the Director of Food Service prior to access to the ESP's official personnel file.
- D. Grievance and materials related to grievance proceedings shall not be kept in the ESP's personnel file. Exceptions to this would be:
1. Personnel Action Forms;
 2. Adjustments to issued reprimand letters;
 3. Copies of grievance settlements stipulating the settlement in lieu of a Personnel Action Form.

6-2 Association Representation

Upon request, an ESP has the right to representation for the following:

- A. Grievance procedures;
- B. When receiving any disciplinary action;
- C. When discussing an evaluation. If postponement of a meeting occurs in order to obtain a representative, that delay shall not invalidate the evaluation.
- D. During the classification appeals procedure;
- E. For meeting(s) reasonably requested by the ESP on job-related concerns. Such requests will not be unreasonably denied. Meetings on job-related concerns may be scheduled before, during or after the work hours;
- F. When reviewing ESP's personnel file.

The ESP shall be responsible for arranging representation prior to the scheduled meeting. The District shall afford the ESP reasonable time to make such arrangements, should representation be desired by the ESP.

~~Compensation for Association representatives is provided, as referenced in Article 5-5.~~

6-3 Complaints

Any complaints regarding an ESP which may have an effect on the ESP's evaluation, continued employment, or which may result in disciplinary action, that are made to the administration by any parent, student or other person, shall be in writing and a copy shall be furnished to the ESP within five (5) days. Said ESP shall have the right to respond in writing within five (5) days and the response shall be reviewed by the administrator and attached to the complaint. Should the complaint result in disciplinary action, the discipline shall be issued within five (5) days from receipt of the response and the source of the complaint will be disclosed to the ESP.

6-4 Nepotism

Supervision, evaluation and the recommendation for hiring, retention, promotion, transfer, assignment, leave, salary, grievance adjustment, or discipline of an ESP shall not be made by a member of the family or an established person within the ESP's household.

6-5 Discrimination

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

6-6 Political Action

An ESP shall have the liberty of political action outside of his/her work hours provided such action is within the laws of the United States of America and the State of Arizona; and provided further that such action does not impair his/her respective capacities.

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

6-7 Outside Employment

An ESP may secure outside employment beyond his/her normal work day, providing such employment does not interfere with the ESP'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 ESP's job performance.

6-8 Lawsuits and Liability

In case of a lawsuit against an ESP(s) by a third party, the District shall keep the ESP(s) informed regarding the handling of the incident. The ESP(s) will be informed by the District of the extent of coverage within the limitation of District policy of liability coverage.

6-9 Break Area

An area shall be provided at each site for the use of ESPs. The area shall be tobacco and smoke-free, adequately heated and cooled, and shall be accessible during working hours. The District shall provide a telephone in the area used as a staff lounge for the use of MBUs and ESPs to make local telephone calls.

6-10 Policy Handbook - Food Service

At the beginning of each school year, the Food Service Department shall make ESPs (paid from Food Service funds) aware of department rules and regulations. Such rules and regulations shall not conflict with any provisions of this Agreement. ESPs will be made aware of any changes in such rules and regulations.

6-11 Use of District Property

ESPs may use District property, supplies, materials, and work time only as necessary to complete their assigned work.

6-12 Student Supervision

- A. School clerical and Food Service personnel shall not be required to teach or administer discipline to children. When students referred for discipline are sent to the office of the school and the principal is out of the building, the principal designee will be notified immediately.
- B. An ESP may, within the confines of State law, protect him/herself or other persons.
- C. When an ESP and the site administrator have mutually determined that the ESP has been physically assaulted by a student, the ESP will be allowed up to two (2) days leave not charged to the ESP.
- D. When an ESP and the site administrator have mutually determined that the ESP is in imminent physical danger through verbal, written or physical assault, the ESP may be allowed up to two (2) days leave not charged to the ESP.

6-13 Seniority Tie Breaker

In the event two or more ESPs share the same date of hire, seniority shall be determined by utilizing the last four digits in the ESPs' social security numbers. The ESP having the lowest number shall have the most seniority and others will be ranked from lowest to highest for their seniority order.

6-14 Physical Facilities

No ESP shall be required to work in any location which has been determined to be hazardous to his/her health and/or safety by proper authority, i.e., Building Administrator, Health Inspector, Fire Inspector, District Engineer, etc. When buildings and/or worksites are closed because of emergencies, unsafe or hazardous conditions, ESPs may be temporarily reassigned to different locations until such time as the emergency or condition is rectified. No ESP shall suffer loss of pay resulting from these conditions.

6-15 Substitutes

- A. In assigning a substitute to cover for the office manager or health clerk, priority will be given to schools where principals have dual assignments. Second priority will be given to school offices staffed with one person.
- B. At all worksites, if a clerical ESP is out for an extended absence, a reasonable effort will be made to provide a substitute clerk, subject to District needs and the availability of funds.
- C. It is not the intent of the District to use substitutes in place of filling a vacancy, or use an ESP as a substitute for a certificated employee.

6-16 Job Description

- A. A description of duties for the specific classification shall be given to each new ESP when hired or when an ESP changes classification and will be available in Human Resources to current ESPs. The District shall notify the ESP with a written or electronic copy of any changes made to the minimum requirements, essential functions or marginal functions of the job descriptions at least ten days prior to implementation.
- B. If necessary, training will be provided by the District within 90 days to an ESP whose job description has been modified as described in 6-15-A.
- C. ESPs shall not be used as substitutes in certified positions, and shall perform only those duties associated with their authorized assignment.
- D. The duties and/or changes to duties to be performed by teacher assistants shall be approved by the teacher before the assignment is made. Any duties assigned shall comply with the federal program guidelines for teacher assistants in federally funded programs.
- E. ESPs who are required to perform medical procedures, as outlined in their job descriptions, student individualized education plans (IEPs) and/or student 504 Accommodation Plans, shall receive proper training before performing such procedures without supervision. To ensure student safety, the District shall designate appropriate personnel to conduct said trainings, which shall include instruction/demonstration, observation of the ESP and documentation of completion. Every effort shall be made to provide the appropriate facilities, equipment and supplies necessary for said procedures to ensure student and ESP safety.

6-17 Health Office Coverage

All schools will be staffed with either a nurse or health assistant for those hours school is in session. If school health offices are not staffed by personnel hired specifically for that position, then clerical personnel shall not be required to dispense medication or administer first aid without first being provided specific training.

6-18 Individuals With Disabilities

The District will provide reasonable accommodations for disabled individuals who meet the minimum qualifications of regular vacant positions. Transfer to another worksite may be made based upon agreement of Human Resources and the ESP.

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ARTICLE EIGHT

RECRUITMENT/SELECTION PROCESS - White Collar

8-1 Vacancies

- A. It is recognized that all position vacancies within the bargaining unit may represent a promotional opportunity for some bargaining unit member. Therefore, in recognition of the fact that the District encourages internal promotions/transfers in pursuing its intent to hire the best qualified person, the following procedures shall apply in filling all vacancies within the bargaining unit:
1. Positions held by ESPs on leave status lasting over twelve (12) months will be considered vacancies and will be posted. When it is known a leave will extend beyond twelve (12) months, the position may be posted after the end of the eleventh (11) month.
 2. All vacancies shall be filled within twenty (20) days from close of posting except as provided in 3 below.
 3. Vacancies occurring within ninety (90) days of the end of the school year may be filled by temporary/hourly ESPs for the balance of the school year.

8-2 Job Vacancy Notices

- A. Vacancies shall be posted on the TUSD website and in the Human Resources Department. All vacancy notices shall be posted for at least five (5) days prior to closing.
- B. All vacancy notices may be posted at job sites.
- C. Each vacancy notice shall include: position, grade, hours, work location and closing date.

8-3 Transfer/Promotion Eligibility

A. Eligibility for Promotion

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

B. Eligibility For ESP Initiated Transfers

To be eligible for a transfer, an ESP:

1. may not have had an ESP initiated transfer within a calendar year. (The date is calculated by using the effective date of the last transfer [or the ESP's bargaining unit date for a new hire] and computing one full calendar year from that exact date); and
2. must have passed the initial and/or promotion probation period from which he/she is applying.

- C. Applications of ESPs who have been screened for interviews will have copies of any reprimands/disciplinary actions attached (along with rebuttals).

8-4 Application

- A. Any ESP 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. An ESP wishing to transfer to a vacant position elsewhere in the District in his/her same classification, shall submit a letter of intent to Human Resources on or before the closing date of the position, and shall be interviewed for the position if eligible.

- C. Applications or letter of intent to transfer which are processed through U.S. or District mail and are not received in Human Resources on or before the closing date will not be considered. It is not the responsibility of Human Resources for any lost applications unless the applicant can establish the application or letter of intent was placed in the possession of Human Resources on or before the closing date of the advertisement.

8-5 Candidate Selection

- A. The District will be responsible for selecting for interview up to five (5) most senior District ESP applicants who meet the minimum qualifications. Those ESPs shall be referred to the interview committee for further consideration. District applications from non-employees will not be considered for a vacancy unless there are less than three (3) District ESPs that meet the minimum qualifications. If there are fewer than three (3) ESPs meeting the minimum qualifications, the District can recruit outside applicants to bring the pool up to five (5). The vacancy shall be filled with one of these applicants. District seniority shall determine how a vacancy is filled when two (2) ESPs are the top candidates and have equal qualifications following the interview.
- B. Teacher assistants shall not be assigned to a teacher without the teacher's participation in the selection process, unless the teacher is not available at the time of assignment, or when only one applicant is available for the position.

8-6 Interview Process

- A. The candidates selected for referral shall be interviewed by a committee composed of at least three (3) persons including:
 1. One (1) employee selected from an Association generated list;
 2. The immediate supervisor (Chairperson);
 3. Where affirmative action needs must be met, a representative from the protected class.

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

The chairman of the interview committee shall forward the name of the applicant being recommended for hire to the ~~Executive Director of Human Resources~~ **CHIEF HUMAN RESOURCES OFFICER** for White Collar appointments and the Director of Food Service for Food Service appointments. No selection process shall be considered completed until Human Resources has reviewed the process and validated the selection.

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

Applicants who are interviewed, but not selected, will be notified within fifteen (15) days after the individual selected for the position has accepted, or when the vacancy has been canceled by the District.

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

8-7 Promotion

- A. The new wage rate for a promoted ESP will be the step in the new grade level that is closest to a **SEVEN POINT FIVE PERCENT (7.5%)** ~~ten percent (10%)~~ increase, but not less than **SEVEN POINT FIVE PERCENT (7.5%)** ~~ten percent (10%)~~.
- B. All promotion/transfer decisions may be grieved.
- C. An ESP who fails the promotional probationary period shall be allowed to return to his/her previous classification if there is an available position. If not, the ESP shall be assigned to any vacant position

for which he/she qualifies and retain rights to return to the classification held prior to the promotion in accord with Article 12.

8-8 Voluntary Demotion

When an ESP voluntarily demotes (through the application process), the ESP will be placed in the new grade and classification at the higher of:

- A. the step at which the ESP is currently paid in the classification being exited; or,
- B. the step at which the ESP previously was paid in the reduced classification (if the reduced classification was previously held by the ESP).

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

8-9 Site Priorities

When additional hours in a white collar position are available at a site, then white collar employees currently employed less than eight (8) hours per day at the site shall have priority for those hours as added duty (does not increase regularly assigned hours) if the ESPs are qualified for the position and not currently working during the time the involved teacher(s) and/or administrator(s) determine(s) that additional hours are available. No ESP shall be scheduled to regularly work more than forty (40) hours per week.

ARTICLE NINE

RECRUITMENT/SELECTION PROCESS - Food Service

9-1 Job Vacancy Notices

- A. During the school year any newly created positions or an existing position which becomes vacant in the bargaining unit, shall be posted for five (5) days in the Food Service Department at every worksite, except for the month of July. During the month of July, vacancies shall be posted for at least ten (10) days prior to closing. All vacancies shall be filled within twenty (20) days of the close of posting.
- B. A Food Service employee may apply by filing a written notice with the Food Service Central Office if he/she is presently working in the classification or has previously held an assignment in the classification, and has a current satisfactory evaluation in his/her official personnel file or has been trained in the classification with a satisfactory evaluation.
- C.
 - 1. To be eligible for a transfer or promotion, an ESP must have passed the initial and/or promotion probation period in the position from which he/she is applying.
 - 2. **For Employee Initiated Transfers Only**
To be eligible for a transfer or promotion, an ESP may not have had an employee initiated transfer within six (6) months. (The date is calculated by using the effective date of the last transfer and computing six full calendar months from that exact date.)
 - 3. Applications of ESPs who have been screened for interviews will have copies of any reprimands/disciplinary actions attached (along with rebuttals).
- D. Each vacancy notice shall include: position, hours, work location, and closing date.

9-2 Applicant Preference

- A. The position will be filled by the bargaining unit applicant with a current satisfactory evaluation and the most District seniority in the affected classification.
- B. If the vacancy is not filled by a bargaining unit employee, it is the intent of the District to fill the position from qualified applicants who are current Food Service employees and who have a satisfactory evaluation.

9-3 Probation

ESPs selected for a new position shall be given a two-week trial period. At the end of the trial period, the ESP may choose to accept the position or return to his/her previous position. The Food Service Department retains the right to evaluate the ESP in the new position and reassign the ESP to his/her previous position, or may elect to extend the trial period for up to two (2) weeks.

9-4 Promotion

- A. The new wage rate for a promoted ESP will be the step in the new grade level that is closest to a **SEVEN POINT FIVE PERCENT (7.5%)** ~~ten percent (10%)~~ increase, but not less than **SEVEN POINT FIVE PERCENT (7.5%)** ~~ten percent (10%)~~.
- B. All promotion/transfer decisions may be grieved.
- C. The interview questions and final overall scores shall be made available for review to the grievant or representative in preparation for Level II grievance proceedings. The ESP will be charged a reasonable rate for copies of documents provided.
- D. An ESP who fails the promotional probationary period shall be allowed to return to his/her previous classification if there is an available position. If not, the ESP shall be assigned to any vacant position for which he/she qualifies and retain rights to return to his/her previous position in accord with Article 12.

9-5 Voluntary Demotion

When an ESP voluntarily demotes (through the application process), the ESP will be placed in the new grade and classification at the higher of:

- A. the step at which the ESP is currently paid in the classification being exited; or,
- B. the step at which the ESP previously was paid in the reduced classification (if the reduced classification was previously held by the ESP).

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

9-6 Site Priorities

When short term needs create additional hours in a Food Service position, then Food Service employees currently employed less than eight (8) hours per day at the site shall have priority for those hours as added duty (does not increase regularly assigned hours) if the ESPs are qualified for the position and not currently working during the time the Food Service Department determines that additional hours are available. No ESP shall be scheduled to regularly work more than forty (40) hours per week.

ARTICLE TEN

RECLASSIFICATION

10-1 Purpose

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

10-2 Procedure

- A. An ESP who feels that his/her position has undergone a significant change in the kinds of duties, level of responsibility, and/or requirements shall submit a request for review of his/her position by filling out a Position Analysis Form available from the Human Resources Department. Once the Position Analysis Form is submitted to the supervisor, he/she has ten (10) days to complete his/her portion and

return it to the ESP. If the supervisor does not return the form within the stated timeline, the ESP shall forward the form to the Human Resources Department and the process will continue.

- B. If the Human Resources Department performs an independent position audit, the ESP may also appeal the allocation as defined in 10-3 below.
- C. An ESP's position will not be reviewed more than once every two (2) years.
- D. The definition of classifications or the assignment of a classification to a pay grade on the wage schedule are matters left to the sole discretion of the District.
- E. Within thirty (30) days of receipt of the analysis form, Human Resources shall inform the ESP of receipt. A meeting will be scheduled within thirty (30) days of notification to review his/her classification. The review may include but not be limited to:
 - 1. Position Description Questionnaire;
 - 2. Interviews;
 - 3. Work Observation.
- F. Thirty days following an individual ESP's classification review by the Human Resources Department, the ESP shall be notified in writing of the decision. If Human Resources needs to extend the timeline, the ESP shall be notified in writing of the need for such an extension. Said timelines do not apply to reclassifications submitted to an outside consultant.

10-3 Appeal

If the ESP disagrees with Human Resources' decision he/she shall within twenty (20) days appeal the decision by corresponding with the ~~Human Resources Executive Director~~ **CHIEF HUMAN RESOURCES OFFICER**, specifically stating the reasons for an appeal. The ~~Human Resources Executive Director~~ **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 Association. However, no District appointee who has conducted the evaluation in the reclassification will 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 ~~Human Resources Executive Director~~ **CHIEF HUMAN RESOURCES OFFICER**. The ~~Human Resources Executive Director~~ **CHIEF HUMAN RESOURCES OFFICER** shall, within ten (10) days of the Appeal Board's recommendation, correspond with the appealing ESP informing the ESP of the final decision.

The final decision by the ~~Human Resources Executive Director~~ **CHIEF HUMAN RESOURCES OFFICER** is not subject to appeal.

10-4 Wage Protection

- A. If an ESP is reclassified to a higher grade, the new wage rate for the reclassified ESP will be the step in the new grade level that is closest to a **SEVEN POINT FIVE PERCENT (7.5%)** ~~ten percent (10%)~~ increase, but not less than **SEVEN POINT FIVE PERCENT (7.5%)** ~~ten percent (10%)~~.
- B. An ESP shall not suffer a reduction in wages when the ESP's classification is changed to a lower grade. The ESP shall be placed at the step which is equivalent to the current rate of pay in the old classification, or frozen at his/her current rate of pay in the same classification (red-circled) **FOR A PERIOD NOT TO EXCEED 18 MONTHS**.

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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~~ **CHIEF HUMAN RESOURCES OFFICER** within five (5) days from date it is signed for, 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 August 16, ~~2004~~ **2002**, 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.

ANY ~~NO~~ **ESP WHO IS COVERED BY LAY OFF PROTECTION AND** whose job is eliminated by contracting out ~~will~~ **SHALL NOT** be laid off as a result of such job elimination.

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ARTICLE SIXTEEN

WAGES

16-1 Effective July 1, ~~2009~~ **2010**, the ESP salary schedule for the ~~2009-2010~~ **2010-2011** 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.~~

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:

in the 6 th through 10 th year	20 cents per hour
in the 11 th through 15 th year	35 cents per hour
in the 16 th through 20 th year	40 cents per hour
in the 21 st through 25 th year	65 cents per hour
in the 26 th through 30 th year	75 cents per hour
in the 31 st through 35 th year	85 cents per hour
in the 36 th 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. The ESP shall be compensated for the actual hours worked in the higher classification.

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.~~

ESPS HAVE THE OPTION OF SELECTING ONE (1) OF THREE (3) PAY PLANS:

- A. EVERY SCHEDULED PAY DATE PURSUANT TO THE CURRENT PAYROLL CALENDAR DURING THE SCHOOL YEAR – TWENTY (20) CHECKS.**
- B. TWENTY-SIX (26) CHECKS – TWENTY TO BE PAID OUT PURSUANT TO THE CURRENT PAYROLL CALENDAR DURING THE SCHOOL YEAR AND THE REMAINDER PAID IN A LUMP SUM ON THE NORMAL BI-WEEKLY PAYDAY OF THE PAY PERIOD ENCOMPASSING THE LAST DAY OF SCHOOL. THIS OPTION IS ONLY AVAILABLE IF THE CURRENT DISTRICT SOFTWARE PERMITS AND TO THE ESPS EMPLOYED AS OF THE FIRST CONTRACT DATE OF THE SCHOOL YEAR. ESPS MUST SUBMIT A REQUEST TO PAYROLL BY JULY 15 FOR THIS OPTION.**
- C. TWENTY-SIX (26) CHECKS TO BE PAID OUT PURSUANT TO THE CURRENT PAYROLL CALENDAR. DURING SUMMER VACATION, CHECKS ARE TO BE MAILED TO THE ESP'S SUMMER ADDRESS ON FILE IN HUMAN RESOURCES. THIS OPTION IS ONLY AVAILABLE TO ESPS EMPLOYED AS OF THE FIRST CONTRACT DATE OF THE SCHOOL YEAR. ESPS MUST SUBMIT A REQUEST TO PAYROLL BY JULY 15 FOR THIS OPTION.**

ARTICLE SEVENTEEN

PROFESSIONAL DEVELOPMENT

- ~~17-1~~ — ESPs shall receive a maximum of twelve (12) step increases in their grade on the salary schedule for completion of credits/activities, including but not limited to the following:
- ~~A.~~ — Approved credits, including evidence of a passing grade equivalent to a “C” (2.5) or above, received from an accredited community college, college or university or District pre-approved in-service training sessions;
 - ~~B.~~ — Attainment of certificates issued by the National Association of Educational Office Personnel (NAEOP) and/or other professional organizations.
 - ~~C.~~ — Study groups, conferences, workshops, and trainings that are pre-approved by the office of Professional Development and Academics; and
 - ~~D.~~ — Those courses, study groups, and activities that have been approved since July 1, 2002, will continue to be accepted for professional credit.
- ~~17-2~~ — When an ESP accumulates four (4) approved credits (60 hours) or a certificate, he/she is eligible to apply for advancement of one step on the salary schedule.
- ~~17-3~~ — An ESP who has previously received a step increase on the salary schedule may apply for additional step increase(s) on the salary schedule by submitting to the District and/or Food Service Central Office, four (4) approved credits or a certificate, exclusive of credits or certificates previously used for step increase(s). An ESP may move one (1) step per year under this provision.
- ~~17-4~~ — All credits or certificates submitted to the District and/or Food Service Central Office for a step increase must be earned during the ESP’s most recent continuous date of hire with the District. The District and/or Food Service Central Office reserves the right to evaluate the credits or certificates submitted for step increase under the Professional Development Program to determine if the credits or certificates meet the requirement of direct applicability to classifications in the bargaining unit.
- ~~17-5~~ — If the fourth credit or certificate is earned prior to the ESP’s first day of duty in the current fiscal year, the official transcripts must be submitted to the Executive Director of Human Resources and/or Director of Food Service before November 1. Increases in pay under this provision will be made retroactive to the first day of duty in the current fiscal year.
- ~~17-6~~ — The District and Association shall establish a credit review committee consisting of two (2) members appointed by the Association and two (2) members appointed by the District. The committee shall review all submissions for salary credit.
- ~~17-7~~ — Should the Association and the District mutually agree that a need exists to form an apprenticeship program, a joint committee shall be formed to establish said program, following Department of Labor regulations. The joint committee shall consist of six (6) members, of whom three (3) shall be appointed by the Association and three (3) by the District, unless otherwise required by the Department of Labor.
- 17-1** A COMMITTEE, AS DESCRIBED IN ARTICLE 5-7, CONSISTING OF REPRESENTATIVES OF BOTH TUSD AND TEA SHALL BE FORMED AND SHALL MEET TO SET GUIDELINES FOR ACCESSING THE PROFESSIONAL DEVELOPMENT FUND. THESE GUIDELINES SHALL INCLUDE ELIGIBILITY REQUIREMENTS AND THE APPLICATION PROCESS. TUSD SHALL ALLOCATE \$180,000 FOR REIMBURSEMENT OF TUITION, CONFERENCE FEES AND/OR WORKSHOPS FOLLOWING THE GUIDELINES ESTABLISHED BY THIS COMMITTEE. UP TO \$45,000 NOT USED FOR THE 2010-2011 FISCAL YEAR MAY BE ROLLED OVER INTO THE 2011-2012 FISCAL YEAR AND ADDED TO THE BUDGETED AMOUNT OF \$180,000 FOR A MAXIMUM OF \$225,000.

17-2 EMPLOYEES WHO HAVE ACCUMULATED FOUR (4) APPROVED CREDITS (60 HOURS) BY JUNE 30, 2010 ARE ELIGIBLE TO APPLY FOR ADVANCEMENT OF ONE STEP ON THE SALARY SCHEDULE FOR THE FISCAL YEAR 2010-2011 ONLY. REMAINING HOURS EARNED PRIOR TO JUNE 30, 2010 WILL BE PAID OUT AT A RATE OF TWENTY-FIVE DOLLARS (\$25) PER HOUR UP TO A MAXIMUM OF 120 HOURS. ALL HOURS MUST BE SUBMITTED BY AUGUST 31, 2010.

ARTICLE EIGHTEEN

FRINGE BENEFITS

18-1 Medical Insurance

- A. For the ~~2009-2010~~ **2010-2011** school year, the District shall pay 100% of the cost of the ~~HMO EPO~~ 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 ~~2009-2010~~ **2010-2011** at District expense if POS and PPO plans are included in the District's insurance program for ~~2009-2010~~ **2010-2011**. 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 ~~2009-2010~~ **2010-2011** school year only, 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, **IF PERMITTED BY LAW**. (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;~~
 23. Supplemental Life Insurance;
 34. Vision;
 45. Coverage for spouse and/or dependent children in items 1 and 4 above.
 5. **SUPPLEMENTAL INSURANCE**
 6. **SHORT-TERM DISABILITY INSURANCE**
- 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 EPO~~ 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. **ESPs SHALL SUBMIT A COMPLETED MILEAGE REIMBURSEMENT FORM MONTHLY.**

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.

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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.

~~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. **SICK LEAVE HOURS AS IDENTIFIED ABOVE ARE CREDITED EVERY TWO WEEKS IN CONJUNCTION WITH THE PAY PERIOD.**

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.

- G. **WHEN AN ESP IS ASSAULTED DURING WORK HOURS, PLEASE REFERENCE ARTICLE 6-12.**

20-3 PERSONAL LEAVE - Accrual

- A. At the beginning of every school year each ESP shall be credited with 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. **NO MORE THAN 120 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.**
- 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 ~~USE ACCRUED VACATION TIME not be compensated for accumulated vacation leave in excess of 240~~ **120** hours (or prorated cap) **BEFORE JUNE 30.** ~~, 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.~~ **IF VACATION LEAVE IS DENIED, THEN THE PROVISIONS OF 20-7-B SHALL APPLY.**
- B.
 1. **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. ESPs having earned vacation may take vacation in increments as approved by the site administrator. (Moved from 20-7-D and F.)**
 2. **IF A SUPERVISOR DENIES VACATION TO AN EMPLOYEE AND VACATION WILL BE LOST UNDER THOSE CIRCUMSTANCES, THE SUPERVISOR SHALL SUBMIT A REQUEST IN WRITING BY MARCH 31 TO THE BUDGET DEVELOPMENT COMMITTEE TO PAY OUT THE VACATION EARNED BY THE EMPLOYEE. THE BUDGET DEVELOPMENT COMMITTEE SHALL EITHER MANDATE THAT VACATION BE TAKEN BY THE EMPLOYEE OR APPROVE THAT THE VACATION LEAVE BE PAID OUT AT THE CURRENT RATE OF PAY.**

- ~~B. C.~~ If a holiday occurs during an ESP's vacation, said holiday shall not be deducted from accumulated vacation leave.
- ~~C. D.~~ 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. *(Moved to 20-7-B.)*
- 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. *(Moved to 20-7-B.)*

~~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	Maximum Days to Transfer
During Prior Contract Year	
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~~ **8 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 9 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 10 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.

20-12-11 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 12 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 13 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-ONE

LEAVES OF ABSENCE WITHOUT PAY

21-1 Leave of Absence

- A.** The Board may grant a leave of absence to ESPs not to exceed one (1) year for the purposes listed below. No leaves will be granted for other employment.
 - 1.** Health of ESP (doctor's verification of illness is required)
 - 2.** Health of immediate family (as defined in 1-13); (doctor's verification of illness or disability and projected date of return to work is required)
 - 3.** New infant or childcare (birth certificate or doctor's statement required)
 - 4.** Course of study, education or training, as approved by TUSD (enrollment or registration documentation required)
 - 5.** Military service (military order required)
 - 6.** Campaign/Serve in public office
 - 7.** Union business
- B.** ESPs must have worked the equivalent of one full school year to be eligible for an unpaid, board-approved leave of absence.
- C.** ESPs may be granted consecutive leaves.
- D.** Upon granting the authorized absence, all rights of seniority, retirement, accrued leave with pay and other benefits shall be preserved and available to the applicant after the termination of the leave, provided they were earned prior to the leave.
- E.** ESPs on unpaid leave of absence shall be allowed to continue insurance coverage in the program in which he/she is enrolled, provided the ESP notifies the District of his/her desire to continue, and pays the premiums for the insurance and other benefits at the ESP's expense.
- F.** Requests for medical leave shall be in writing and accompanied by a doctor's verification of the illness or disability and projected date of return to work.

21-2 Short Term Leave

- A.** Requests for medical leave shall be in writing and accompanied by a doctor's verification of the illness or disability and projected date of return to work. When an ESP has exhausted his/her paid leave and is medically unable to return to work, he/she shall be allowed up to thirty (30) consecutive days on an off-pay status, with a doctor's excuse. During this off-pay status, the District will continue to pay premiums on its portion of District-sponsored insurance plans in which the ESP was enrolled at the beginning of his/her off-duty pay status. At the end of this period, he/she must return to work (and provide a medical release), or request for a board-approved leave. A short-term leave for

personal business may be granted; however, it shall be with loss of pay and shall not exceed thirty (30) days. At the end of this period he/she may request a board-approved leave or return to work.

B. 21-2, Short Term Leave and 21-3, Family Leave may not be used consecutively.

21-3 Family Leave

- A. IN ACCORDANCE WITH LAW,** An eligible ESP who, at the time leave is effective, has been employed full-time in the District for one year, shall be allowed up to 12 weeks of unpaid leave in a twelve month period, for the following reasons:
- 1.** birth of a child (within 12 months of birth);
 - 2.** adoption or foster placement of a child (within 12 months of adoption/placement);
 - 3.** illness of the ESP or family member (as defined in 1-13) with a serious documented health condition.
- B.** To be eligible for FML, the ESP must be full-time and have worked at least 1,250 hours during the 12-months prior to the start of the FML leave.
- C.** The ESP may use all or none of his/her accrued paid leave (sick, personal, vacation, or comp time) prior to the use of an unpaid FML leave .
- D.** The ESP's supervisor or Human Resources may require documentation of the serious health condition of the ESP or the ESP's immediate family member from a health care provider.
- E.** Upon return from FML leave, the ESP must be restored to his/her original position or a comparable job classification.
- F.** During this unpaid leave, the District will continue to pay premiums on its portion of District-sponsored medical insurance in which the ESP was enrolled at the beginning of the leave.
- G.** 21-2, Short Term Leave and 21-3, Family Leave may not be used consecutively.

21-4 Maintenance of Position

- A.** Upon termination of a board-approved leave (12-month or less) or a short-term leave, the ESP, if he/she has not been subject to layoff, will be restored to his/her previous classification, grade and step. Seniority shall not accrue during the unpaid leave of absence above, but shall be restored at the level prior to the leave of absence.
- B.** If the ESP is affected by layoff during said leave of absence, he/she shall be covered by provisions in Article 13.

ARTICLE TWENTY-TWO

SEPARATION BENEFITS

- 22-1** Separation benefits will be distributed based upon the following requirements. ESPs to meet the criteria for district contributions to the retirement savings plan are not paid through payroll. Rather, the amount of their accrued leave or service stipend is paid directly to the approved 403(b) vendor. Payment shall be included in the last payroll in that fiscal year or within the month of July at the district's option. Those who do not meet the criteria will receive unused leave pay accruals or service stipend through the regular payroll processing. The eligibility requirements for the retirement savings plan are:
- The employee who is severing employment will receive employer contributions in lieu of compensation if age 55 or older at the time of severance, and,
 - The total of the payment for unused leave accruals and service stipends is equivalent to \$3,000 or more.

22-2 Service Stipend

- A. ~~An ESP legally separating from the District with fifteen (15) or more years of continuous service in the District, will be paid a length of service stipend amounting to .006 times the ESP's annual salary at the time of retirement, times the ESP's years of service.~~

ON JUNE 30, 2010, THE EMPLOYEE'S SERVICE STIPEND BENEFIT SHALL BE CALCULATED AS FOLLOWS FOR THOSE WITH THIRTEEN (13) OR MORE YEARS OF CONTINUOUS SERVICE AND THIS DOLLAR AMOUNT WILL BE FROZEN AS THE EMPLOYEE'S MINIMUM SEVERANCE PAY. IT SHALL BE CALCULATED BY MULTIPLYING THE ESP'S 2009-2010 ANNUAL SALARY BY .006 AND THEN MULTIPLYING BY THE ESP'S YEARS OF SERVICE BY JUNE 30, 2010. THE SERVICE STIPEND SHALL BE PAID OUT AT THE TIME OF SEPARATION. EMPLOYEES WITH LESS THAN THIRTEEN (13) YEARS OF CONTINUOUS SERVICE AS OF JUNE 30, 2010 ARE NOT ELIGIBLE FOR THIS STIPEND.

- B. ~~If an ESP has fifteen (15) or more years of service in the District but~~ **WHO IS ELIGIBLE FOR THE SERVICE STIPEND** dies before the severance payment is made, said payment shall be paid to the beneficiaries or the estate of the deceased.

~~22-3 Insurance Conversion for Retired ESPs~~

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

~~(Moved to 22-5.)~~

22-4 3 ~~Optional~~ Sick Leave Pay at Separation – EFFECTIVE JULY 1, 2010

- A. After ten (10) consecutive years of service in the Tucson Unified School District, ESPs who are members of the bargaining unit as of the effective date of this Agreement, or who become members after the effective date of this Agreement, ~~may elect to~~ **SHALL** receive pay for unused sick leave ~~instead of the service stipend by making written application to the District's Executive Director of Human Resources (or Director of Food Service). Written application shall be given by March 15 of each year.~~
- B. The District shall provide a payment for unused sick leave to ESPs upon separation in accord with the following: The amount of payment shall be 2/3rds of the base salary hourly rate of pay for Step 1 of the grade level of the ESP at separation ~~times~~ **MULTIPLIED BY** the number of sick leave hours accrued ~~in excess of 600 hours (400 hours beginning July 1, 2000) (to a maximum of 1500 hours paid)~~ through the date of separation, **UP TO A MAXIMUM OF 500 HOURS**. Payment shall be included in the last payroll in that fiscal year or the first payroll of the following fiscal year, at the District's option. All legally required deductions will be taken from the incentive payment including the ESP's contribution to the State Retirement Fund, if any. The rights contained in this paragraph are not considered vested rights.
- C. If an ESP is eligible for the separation incentive but dies before the payment is made, said payment shall be paid to the beneficiaries or the estate of the deceased.

~~22-5 Restrictions~~

~~Upon separation, an ESP must choose to receive either the service stipend or pay for unused sick leave. Under no circumstances shall an ESP receive both a service stipend and pay for unused sick leave.~~

22-6 4 Benefits contained in this article are only available to those ESPs who voluntarily separate from the District.

22-5 Insurance Conversion for Retired ESPs

Retired employees will be eligible to continue medical insurance coverage through COBRA. The information will be provided to the retired employee upon retirement. (Moved from 22-3.)

22-6 Upon separation, ESPs shall receive pay at their hourly rate for all unused vacation leave.

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