

**ARTICLE TWELVE**

**INVOLUNTARY ADJUSTMENT OF WORK**

**12-1** If the economic or efficient operation of the District makes it necessary to reduce the work force in any classification, attrition will be utilized as the first means of reducing the staff. If additional reduction is necessary, initial probationary, temporary and substitute ESPs in the affected classification at the site shall be laid off. If additional reduction is necessary after attrition and the layoff of temporary and/or substitute ESPs, then ESPs may be reduced in hours or months of employment, transferred, or laid off in accord with this Agreement. **NO INVOLUNTARY ADJUSTMENT OF WORK SHALL BE ARBITRARY, CAPRICIOUS, OR WITHOUT BASIS IN FACT. AN INVOLUNTARY ADJUSTMENT OF WORK SHALL NOT BE USED AS A SUBSTITUTE FOR EVALUATION OR DISCIPLINARY ACTION.**

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**ARTICLE SIXTEEN**

**WAGES**

**16-1** Effective July 1, ~~2007-2008~~ **2008-2009**, the ESP salary schedule for the ~~2007-2008~~ **2008-2009** school year shall be as listed in Appendix II. ~~each of which reflects an increase of \$.20 to each step on the salary schedule. Effective July 1, 2007-2008, eligible ESPs shall advance one step on the salary schedule. Employees on step 23 of the salary schedule shall receive a 2.5% increase in their hourly rate.~~ **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.**

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**ARTICLE EIGHTEEN**

**FRINGE BENEFITS**

**18-1 Medical Insurance**

- A.** For the ~~2007-2008~~ **2008-2009** school year, 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 ~~2007-2008~~ **2008-2009** at District expense if POS and PPO plans are included in the District's insurance program. ~~for 2007-2008 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 ~~2007-2008~~ **2008-2009**, 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.

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**ARTICLE NINETEEN**

**HOLIDAYS**

**19-1** ESPs shall be granted the following paid holidays provided they were on-pay status during any portion of their regular work day of their regular assignment immediately preceding or succeeding the holiday.

- A. **Nine (9), Nine and a half (9-1/2), Ten (10), and Ten and a half (10-1/2) Month Employees:**

Labor Day	1
Veterans' Day	1
Thanksgiving	2
Winter	10
Martin Luther King Day	1
Rodeo	2
Spring	3
<b>MEMORIAL DAY</b>	<b>1 (FOR ESPS ON PAY STATUS)</b>

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**ARTICLE TWENTY-TWO**

**SEPARATION BENEFITS**

**22-1 SEPARATION BENEFITS WILL BE DISTRIBUTED BASED UPON THE FOLLOWING REQUIREMENTS. ESPS WHO 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**

**22-1 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.
- B. If an ESP has fifteen (15) or more years of service in the District but dies before the severance payment is made, said payment shall be paid to the beneficiaries or the estate of the deceased.

**22-3**

**22-2 Insurance Conversion for Retired ESPs**

~~For the purpose of continuing in the medical insurance program, retired ESPs must pay premiums pursuant to District regulations.~~ **RETIRED EMPLOYEES WILL BE ELIGIBLE TO CONTINUE MEDICAL INSURANCE COVERAGE THROUGH COBRA. THE INFORMATION WILL BE PROVIDED TO THE RETIRED EMPLOYEE UPON RETIREMENT.**

22-4

**22-3 Optional Sick Leave Pay at Separation**

- 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 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 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. 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

**22-4 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

~~22-5~~ ~~Those~~ Benefits contained in ~~22-1-A~~ and ~~22-2~~ **THIS ARTICLE** are only available to those ESPs who voluntarily separate from the District.

22-7

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

**ARTICLE TWENTY-SEVEN**

**DURATION**

The provisions of this Agreement shall be effective beginning July 1, ~~2007~~ **2008** and shall continue in full force and effect through the 30th day of June, ~~2008~~ **2009**.

**APPENDIX II**

**July 1, 2007 2008 through June 30, 2008 2009**

	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	
GRADE	1	2	3	4	5	6	7	8	9	10	11	
1	8.09	8.29	8.49	8.69	8.89	9.11	9.33	9.56	9.81	10.02	10.27	
2	8.89	9.11	9.33	9.56	9.81	10.02	10.27	10.53	10.76	11.04	11.29	
3	9.33	9.56	9.81	10.02	10.27	10.53	10.76	11.04	11.29	11.59	11.85	
4	9.81	10.02	10.27	10.53	10.76	11.04	11.29	11.59	11.85	12.14	12.44	
5	10.76	11.04	11.29	11.59	11.85	12.14	12.44	12.74	13.05	13.36	13.69	
6	11.85	12.14	12.44	12.74	13.05	13.36	13.69	14.03	14.37	14.72	15.07	
7	12.74	13.05	13.36	13.69	14.03	14.37	14.72	15.07	15.43	15.80	16.22	
8	13.69	14.03	14.37	14.72	15.07	15.43	15.80	16.22	16.60	17.03	17.41	
9	14.37	14.72	15.07	15.43	15.80	16.22	16.60	17.00	17.41	17.84	18.26	
10	15.07	15.43	15.80	16.22	16.60	17.00	17.41	17.84	18.26	18.71	19.18	
11	15.80	16.22	16.60	17.00	17.41	17.84	18.26	18.71	19.18	19.64	20.14	
12	16.60	17.00	17.43	17.84	18.26	18.71	19.18	19.64	20.14	20.64	21.13	
13	17.41	17.84	18.26	18.71	19.18	19.64	20.14	20.64	21.13	21.66	22.17	
14	18.26	18.71	19.18	19.64	20.14	20.64	21.13	21.66	22.17	22.73	23.26	
15	19.64	20.14	20.64	21.13	21.66	22.17	22.73	23.26	23.86	24.43	25.04	
16	21.13	21.66	22.17	22.73	23.26	23.86	24.43	25.04	25.64	26.28	26.90	
	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
GRADE	12	13	14	15	16	17	18	19	20	21	22	23
1	10.53	10.76	11.04	11.32	11.60	11.88	12.17	12.47	12.78	13.09	13.41	13.74
2	11.59	11.85	12.14	12.44	12.75	13.07	13.38	13.71	14.05	14.40	14.76	15.12
3	12.14	12.44	12.74	13.05	13.37	13.70	14.05	14.39	14.75	15.11	15.48	15.86
4	12.74	13.05	13.36	13.69	14.03	14.38	14.73	15.09	15.46	15.85	16.24	16.64
5	14.03	14.37	14.72	15.07	15.43	15.82	16.20	16.60	17.01	17.43	17.86	18.30
6	15.43	15.80	16.22	16.60	17.02	17.43	17.86	18.30	18.75	19.22	19.70	20.18
7	16.60	17.00	17.41	17.84	18.28	18.73	19.20	19.67	20.16	20.66	21.17	21.70
8	17.84	18.26	18.71	19.18	19.66	20.15	20.64	21.15	21.68	22.21	22.76	23.32
9	18.71	19.18	19.64	20.14	20.63	21.13	21.66	22.19	22.74	23.31	23.89	24.48
10	19.64	20.14	20.64	21.13	21.65	22.18	22.72	23.29	23.86	24.45	25.06	25.68
11	20.64	21.13	21.66	22.17	22.72	23.29	23.86	24.44	25.05	25.67	26.31	26.96
12	21.66	22.17	22.73	23.26	23.84	24.43	25.04	25.66	26.30	26.95	27.62	28.30
13	22.73	23.26	23.87	24.43	25.04	25.65	26.29	26.94	27.61	28.30	29.00	29.72
14	23.86	24.43	25.04	25.64	26.28	26.92	27.60	28.29	28.98	29.70	30.44	31.19
15	25.64	26.28	26.90	27.59	28.26	28.95	29.68	30.41	31.17	31.94	32.73	33.55
16	27.59	28.24	28.94	29.66	30.40	31.16	31.93	32.72	33.54	34.37	35.22	36.10