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Title: **Tucson Unified School District and Tucson Education Association, Arizona Education Association, National Education Association (NEA), (2003)**

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ARTICLE ONE

DEFINITIONS

- 1-1 The term **ASSOCIATION** shall mean the Tucson Education Association. Wherever the term Association is used it is understood that the president of the Association or his/her designee acts for the Association.
- 1-2 The term **BARGAINING UNIT** shall mean all regularly assigned part-time and full-time personnel employed in a classification listed in Appendix I, excluding confidential, temporary, initial probationary employees, substitutes and other employees designated by the Board.
- 1-3 The term **BOARD** shall mean the Governing Board of the Tucson Unified School District.
- 1-4 The term **BREAKS** shall mean a specified uninterrupted paid period as described in Article 15-2 of this Agreement.
- 1-5 The term **CHARTER SCHOOL** shall mean a public school established with the TUSD Governing Board as its sponsor, pursuant to Title 15 of the Arizona Revised Statutes.
- 1-6 The term job **CLASSIFICATION** shall mean a designated title for like positions.
- 1-7 The term **DATE OF HIRE** shall mean the most recent date an individual is employed in a regular position, exclusive of temporary and/or substitute employment.
- 1-8 The term **DAY(s)** shall mean working days. Working days are considered to be those exclusive of holidays and weekends. During the summer, working days will be those when the District's Central Administrative Offices are open for business with the public.
- 1-9 The term **DEMOTION** shall mean a change in assignment of employee(s) from a position in one classification to a position of another classification having a lower salary grade.
- 1-10 The term **DISTRICT** shall mean the Tucson Unified School District.
- 1-11 The term **EMERGENCY** shall mean an event which a reasonable, prudent person could not have reasonably prepared for and foreseen.
- 1-12 The term **EMPLOYEE** shall mean a person hired to fill a part-time or full-time position in a job classification listed in Appendix I, excluding confidential, temporary, initial probationary employees, substitutes, and other employees designated by the Board.
- 1-13 The term **FAMILY** shall mean parents, foster parents, step-parents, spouse, child, brother, sister, mother-in-law, father-in-law, aunt, uncle, grandparents, grandchildren, a child to whom the employee stands in place of a parent, or anyone in the metropolitan Tucson area for whom the employee has or shares a major financial responsibility and is an established resident within the household.
- 1-14 The term **FULL-TIME** shall mean working 30 to 40 regularly assigned hours per week.
- 1-15 The term **GRIEVANCE** shall mean an alleged violation, misinterpretation, or inequitable application of the terms or conditions of this Agreement.
- 1-16 The term **LAYOFF** shall mean a loss of regular employment with the District.
- 1-17 The term **LETTER OF DIRECTION** shall mean a letter from a supervisor to an employee specifying certain directions to be followed.
- 1-18 The term **LUNCH PERIOD** shall be defined as a duty-free unpaid period of at least one-half (1/2) but no more than one (1) hour, scheduled as near as practical to the middle of an employee's work shift.
- 1-19 The term **MENTAL HARASSMENT** shall mean to bother or torment repeatedly and persistently.

- 1-20** The term **PART-TIME** shall mean working 20 or more regularly assigned hours per week, but less than 30 regularly assigned hours per week. Food Service employees hired before July 1, 1995, and who work less than twenty (20) regularly assigned hours per week are also considered part-time employees. These less than four hour Food Service employees are not eligible for sick and personal leave, holiday pay, and insurance benefits listed in this Agreement.
- 1-21** The term **PERSONNEL FILE(S)** shall include those files in the possession of the employee's supervisor which contain information concerning an employee, exclusive of the supervisor's personal notes regarding the employee's performance/conduct. The Personnel File maintained by the Exec. Director of Human Resources or Director of Food Service shall be considered the **OFFICIAL PERSONNEL FILE**.
- 1-22** The term **PHYSICAL ASSAULT** shall mean intentionally, knowingly or recklessly causing physical injury to another person.
- 1-23** The term **Initial PROBATION** shall mean a period of sixty (60) days from the initial date of employment in a regular bargaining unit position with the management option of extending probation, based on written evaluation, by an additional sixty (60) days. Management may also waive the probation period.
- 1-24** The term **Promotion PROBATION** shall mean a period of sixty (60) days from the initial date of promotion in a regular position with the management option to extend probation, based on written evaluation, by an additional sixty (60) days. Management may also waive the probation period.
- 1-25** The term **PROFESSIONAL DEVELOPMENT** shall mean the voluntary participation by employees in any approved activity (as defined in Article 17) and selected by the individual. Professional development hours count for salary step credit.
- 1-26** The term **PROMOTION** shall mean a non-temporary change in an employee's job classification that would result in a higher pay grade.
- 1-27** The term **RECLASSIFICATION** shall mean a non-temporary placement of an individual in a different job classification, under the procedures set forth in Article 10.
- 1-28** The term **REGULAR POSITION** shall mean a part-time or full-time Assignment within a classification of the bargaining unit which is not temporary. Person(s) selected to fill such positions are **REGULAR EMPLOYEES**.
- 1-29** The term **SCHOOL COUNCIL** shall mean a representative body of constituent groups at each school site.
- 1-30** The term **Bargaining Unit SENIORITY** shall mean the total number of years of uninterrupted service in a regular classification in the bargaining unit. However, seniority will not accrue during unpaid leaves of absence.
- 1-31** The term **District SENIORITY** shall mean the total years of uninterrupted service calculated from the employee's most recent date of hire with the District in a regular position. However, seniority will not accrue during unpaid leaves of absence.
- 1-32** The term **SHARED DECISION-MAKING** shall mean the process of decision making at a worksite in which decision making is shared by the administrator(s), teachers, parents and educational support personnel within the framework established by the TUSD/TEA Joint Committee. Shared decision-making shall be synonymous with the term site based decision-making. Shared decision-making is designed to comply with the decentralization provisions stated in the 1994 Arizona revised statutes (ARS 15-351).
- 1-33** The term **SHARED DECISION-MAKING SCHOOL** shall be applied to all TUSD schools. All TUSD schools will be initially placed in one of the first four phases of the District's shared decision-making framework by the TUSD/TEA Joint Shared Decision-Making and Charter Schools Committee, in consultation with the Superintendent.

- 1-34** The term **SHARED DECISION-MAKING STANDARDS** shall refer to the standards for accrediting schools which will be monitored and maintained by the TUSD/TEA Joint Committee for Shared Decision-Making and Charter Schools.
- 1-35** The term **SUBSTITUTE** shall mean a person hired for an unspecified period of time to replace a regular employee who is absent (not on a board-approved, unpaid leave of absence), with no guarantee of continuous work-site or hour assignment. It is not the intent of the District to use substitutes in place of filling a vacancy.
- 1-36** The term **SUPERVISOR** shall mean a person in a position designated by the Governing Board as supervisory/exempt or administrative.
- 1-37** The term **TEMPORARY EMPLOYEE** shall mean a person in a white collar classification hired for a period of employment not to exceed ninety (90) days in a year from the most recent date of hire. A temporary employee hired into a regular position shall have his/her temporary service applied to the completion of his/her probationary period, provided that there is no change in classification or worksite; however, the temporary period shall not be included in the bargaining unit seniority.
- The ninety (90) day time limitation for employment of temporary employees does not apply to teacher assistants whose positions depend upon enrollment or temporary employees replacing persons on leaves of absence.
- 1-38** The term **TRANSFER** shall mean a change in worksite that entails no change in rate of pay and that involves a regular employee.
- 1-39** The term **VACANCY** shall mean a regular position which has not been eliminated and has previously been held by a member of the bargaining unit or a newly created bargaining unit position which is not filled administratively through the layoff process, returning from leave, demotion, involuntary transfer processes, or assignment in accord with ADA.
- 1-40** The term **WORK WEEK** shall be a seven (7) consecutive calendar day period.

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 employee 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 employee on the basis of race, religion, color, national origin, age, sex, marital status, disability, or membership or participation in the Association's activities.
- B.** 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.
- C.** The rights, privileges and benefits provided by virtue of this agreement shall be applied equitably to all employees.

2-3 District Rights

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

2-4 Alteration

No change, recision, 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.

ARTICLE THREE

RECOGNITION

3-1 The District recognizes the Association as the exclusive representative of employees 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 the White Collar/Food Service and Consensus Agreements for each employee in the bargaining units thirty (30) calendar days from the date of Board ratification. 6,000 copies of the employee agreements will be provided to the Association for distribution to each employee in all TEA bargaining units. The District shall provide a copy to each new employee hired during the year. The Association shall pay \$2,000 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.

ARTICLE FOUR

ASSOCIATION DUTIES AND OBLIGATIONS

4-1 As the exclusive representative of employees as defined in Article 1-1, Tucson Education Association (TEA) is obligated to represent all employees in the bargaining unit as defined in Article 1-2 in good faith.

4-2 Hold Harmless/Indemnity

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

4-3 The Association as a covered entity shall comply with all regulations as specified in the Americans With Disabilities Act (ADA).

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 employees. 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 bargaining unit employees organized by department (per group) in alpha order by classification and shall also include bargaining unit seniority date and number of hours worked.

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 employee(s) as defined in Article 6-3 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 employee filling out the released time form (20-13), TEA will notify in writing the Executive Director of Human Resources 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

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 employees to participate in TUSD/TEA consultations.

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 employee information:

- A. The name, position title, worksite and FTE of a new hire employee hired by the District within 20 days of the date the individual is processed by the Human Resources Department or the date the Board approves the appointment, whichever is earlier;
- 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 employees 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 employees 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 employees in the White Collar and/or Food Service bargaining units.

ARTICLE SIX

EMPLOYEE RIGHTS

6-1 Personnel File

- A. During Human Resource's or Food Service Central Office's normal business hours, an employee, 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 employee's personnel file shall contain all documents used in personnel actions and records of personnel actions involving the employee. An employee shall have the right to indicate in writing to the 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 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 employee's personnel file after such a process is requested and completed.
- C. No derogatory material regarding an employee's conduct shall be placed in the personnel file unless the employee has been given the opportunity to review all material and an opportunity to indicate such review was completed by signing the documents. Signature shall not indicate agreement with the documents, only that a review has been completed. A written signed response to the materials may be completed by the employee within ten (10) days and this response will be attached and placed in the personnel file. An employee may provide a representative with a signed, dated permission statement allowing a specific designated representative to have access to and copy at reasonable cost the content of the employee's official personnel file. Such permission shall be for a specific duration of time with a fixed termination date never longer than ten (10) days from the date of the signed permission statement. All representatives shall process such statements through the Executive Director of Human Resources or the Director of Food Service prior to access to the employee's official personnel file.
- D. Grievance and materials related to grievance proceedings shall not be kept in the employee'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 employee has the right to representation for the following:

- A. Grievance procedures;
- B. When receiving any disciplinary action;
- C. During the classification appeals procedure;
- D. For meeting(s) reasonably requested by the employee 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.

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

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

6-3 Nepotism

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

6-4 Employees 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.

6-5 Political Action

An employee 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 employee 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 employee of the District.

6-6 Outside Employment

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

6-7 Lawsuits and Liability

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

6-8 Break Area

An area shall be provided at each site for the use of employees. 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 classified employees to make local telephone calls.

6-9 Policy Handbook - Food Service

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

6-10 Use of District Property

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

6-11 Student Discipline or Instruction

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.

6-12 Seniority Tie Breaker

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

6-13 Physical Facilities

No employee 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, employees may be temporarily reassigned to different locations until such time as the emergency or condition is rectified. No employee shall suffer loss of pay resulting from these conditions.

6-14 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 employee 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 employee as a substitute for a certificated employee.

6-15 Job Description

- A. A description of duties for the specific classification shall be given to each new employee when hired or when an employee changes classification and will be available in Human Resources to current employees.
- B. Teacher assistants shall not be used as substitutes, and shall perform only those duties associated with their authorized assignment.
- C. 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.

6-16 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.

6-17 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 employee.

ARTICLE SEVEN

GRIEVANCE PROCEDURE

- 7-1**
- A. The District and the Association acknowledge that it is usually most desirable for an employee and his/her immediate supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the employee, a grievance may be processed.
 - B. The purpose of this grievance procedure is to secure equitable solutions to a claim of the grievant in an equitable manner and at the lowest possible level.

7-2 Immediate Supervisor

- 1. In any school, the immediate supervisor is deemed to be the building principal, principal designee or acting principal in his/her absence, or the Food Service Manager/Designee.
- 2. If an employee works at more than one school, the immediate supervisor shall be deemed to be the supervisor with whom the grievance has been filed.
- 3. If an employee is not assigned to an individual school, the immediate supervisor is deemed to be the administrator by whom the employee is evaluated.

7-3 Level One

- A. An employee with a Level I grievance shall first present it orally and informally, with or without a representative, to the grievant's immediate supervisor within fifteen (15) days from the occurrence of the alleged violation, or fifteen (15) days from the time the alleged violation is known to the grievant or the Association.
- B. When presenting a Level I grievance, the grievant must specifically inform the immediate supervisor that the presentation is a Level I grievance. A Level I grievance shall include the following:
 - 1. Date of alleged violation;
 - 2. Section of Agreement allegedly violated;
 - 3. Relief requested.

7-4 Level Two

- A. If resolution is not reached by means of the Level I grievance procedure, the grievant shall have five (5) days from the date of the Level I grievance meeting to file a written grievance. The grievant may present a claim in writing to the immediate supervisor, either directly or through the Association.
- B. A written grievance shall meet the following specifications:
 - 1. It shall contain a synopsis of the facts giving rise to the alleged violation or misinterpretation, including appropriate dates.
 - 2. It shall contain the specific section of this Agreement which has been allegedly misinterpreted or allegedly inequitably applied.
 - 3. It shall state the relief requested.
 - 4. It shall be signed and dated by the grievant.
- C. Within five (5) days after receiving the written claim of grievance, the immediate supervisor shall state the decision in writing and forward it to the Superintendent or designee, the grievant, and the Association.

7-5 Level Three

- A. Within ten (10) days after receiving the written decision of the immediate supervisor or designee, (or within twenty (20) days from the date the Level I was filed if there was no written response to the Level II), the grievant may, either in person or through the representative, submit a written appeal from the immediate supervisor's decision to the Superintendent or designee. Said appeal shall be accompanied by copies of the original claim of grievance and the immediate supervisor's written decision, and shall state with particularity objections to that decision. The Superintendent or designee shall investigate the claim, evaluate the evidence, and, within ten (10) days after receiving the written appeal, state in writing a decision. The Association shall receive copies of all grievance decisions made as a result of hearings without Association Representation. Such decisions will not be used by either party as precedence in future grievances.
- B. A copy of the original grievance and the Level III decision shall be sent to the Association at the same time the Level III decision is provided to the grievant.
- C. The Level III filing will be submitted with at least one date (within five (5) days of filing) when the Association representative and the grievant will be available.

7-6 Level Four - Arbitration

- A. Only grievances arising out of an alleged misinterpretation or alleged violation of the express terms of this Agreement may be submitted to Level IV, and only on petition of the Association. All arbitration hearings will be held at times and locations mutually agreeable to both the District and the Association.

- B. If the response of the Level III review does not result in resolution of the grievance, the Association on behalf of the grievant may invoke this Level IV procedure within ten (10) days of the receipt of the Level III decision.
- C. The Superintendent or designee and the Association shall submit the issue and schedule a hearing date with the selected arbitrator within ten (10) days of filing of the grievance at Level IV.

7-7 Selection of Arbitrators

The selection of arbitrators to hear TEA grievances shall be accomplished in the following manner:

TEA and TUSD shall agree on a list of twelve (12) arbitrators who are acceptable to both TEA and TUSD. The arbitrators shall be placed on a list in alphabetical order and assigned in that order as each grievance is filed. The intent is to rotate arbitrators. If an arbitrator's schedule prevents a mutually agreeable hearing date from being scheduled within forty-five (45) calendar days of filing for arbitration, then the next arbitrator on the list shall be assigned that grievance.

7-8 Arbitration

- A. The arbitrator shall be bound by the following:
 - 1. The arbitrator shall neither add to, detract from, nor modify the language of this Agreement.
 - 2. The arbitrator shall expressly be confined to the precise issues jointly submitted by the parties. If the parties are unable to reach agreement on the submission of issues, the arbitrator shall formulate the issues to be determined.
- B. The findings and recommendations for relief of the arbitrator shall be advisory. A copy of the decision shall be submitted to both parties within thirty (30) days of the hearing.
- C. The fees and expenses of the arbitrator shall be borne equally by the parties. All other expenses shall be borne by the incurring party.

7-9 Time Limits

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

7-10 Reprisals

No reprisals shall be taken by the District or the Association against a grievant or witness(es) because of participation in the grievance procedure.

7-11 Group Grievance

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

7-12 Hearings and Decisions

- A. At each of the levels of the grievance procedure the grievant, and his/her representative shall be given a reasonable opportunity to be heard. Hearings at each level will be held at times mutually agreeable to both the District and Association.
- B. All decisions at Level II and Level III shall be in writing and shall include supporting reasons. Copies of all decisions and recommendations shall be promptly furnished to all parties in interest, including the grievant and his/her representative.

- C. All decisions shall be implemented within ten (10) days unless stated otherwise in the decision.

7-13 Forms

Forms for filing grievances, withdrawing grievances, serving notices, taking appeals, making reports and recommendations and other necessary or related proceedings, shall be prepared by the District after consultation with the Association. Multiple copies shall be available upon request from TUSD Employee Relations or the Association.

7-14 Information

- A. Reasonable access shall be made available to records and files of all unprivileged information necessary to the determination and processing of any grievance.
- B. Only the following grievance information may be placed in an employee's personnel file:
1. Receiving additional monies/benefits;
 2. Placement on a salary schedule at a higher rate of pay;
 3. Placement in a position;
 4. Leave of absence and sabbatical approvals.

7-15 Participation in Grievance Process

- A. Grievant(s) and a reasonable number of witnesses who testify orally at scheduled hearings or arbitration hearings shall receive their regular rate of pay for any part of their workday spent in the following grievance related activities:
1. Attending scheduled grievance hearings;
 2. Attending arbitration hearings.
- B. The employee shall be released from his/her work duties only for the time necessary to testify and shall return to work immediately upon being released from the hearing. Arrangements for grievant(s) and witnesses must be made at least two (2) days prior to the scheduled hearing.

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 employees 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 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 employees for the balance of the school year.

8-2 Job Vacancy Notices

- A. Human Resources shall distribute notices of all vacancies to all job sites throughout the District and to the Association for posting.
- B. When regular school is not in session, all vacancy notices shall be available bi-weekly, coinciding with payday Friday, at the Payroll Department for all bargaining unit employees who work at school sites. Employees at all other departments will continue to receive notification at the worksites.
- C. All vacancy notices shall be posted at job sites for at least five (5) days prior to closing from August 1 to June 30. All vacancy notices shall be posted for at least ten (10) days prior to closing for the month of July.

- D. In addition, the District provides a twenty-four (24) hour job line which is available to all candidates to call to get a weekly update of job vacancies (225-6036).
- E. Each vacancy notice shall include: position, hours, work location and closing date.

8-3 Transfer/Promotion Eligibility

A. Eligibility for Promotion

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

B. Eligibility For Employee Initiated Transfers

To be eligible for a transfer, an employee:

1. may not have had an employee initiated transfer within a calendar year. (The date is calculated by using the effective date of the last transfer [or the employee'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 employees who have been screened for interviews will have copies of any reprimands/disciplinary actions attached (along with employee rebuttals).

8-4 Application

- A. Any employee meeting the required minimum qualifications may apply for a vacancy by submitting an application to Human Resources on or before the advertised closing date.
- B. An employee 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 employee applicants who meet the minimum qualifications. Those employees 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 employees that meet the minimum qualifications. If there are fewer than three (3) employees 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) employees 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

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 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.

8-7 Promotion

- A. The new wage rate for a promoted employee will be the step in the new grade level that is closest to a ten percent (10%) increase, but not less than 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 employee will be charged a reasonable rate for copies of documents provided.
- D. An employee 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 employee 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 employee voluntarily demotes (through the application process), the employee will be placed in the new grade and classification at the higher of:

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

This action 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 employees 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 employee 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 a 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 employee 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 employee 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 employees who have been screened for interviews will have copies of any reprimands/disciplinary actions attached (along with employee 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

Employees selected for a new position shall be given a two-week trial period. At the end of the trial period, the employee may choose to accept the position or return to his/her previous position. The Food Service Department retains the right to evaluate the employee in the new position and reassign the employee 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 employee will be the step in the new grade level that is closest to a ten percent (10%) increase, but not less than 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 employee will be charged a reasonable rate for copies of documents provided.
- D. An employee 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 employee 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 employee voluntarily demotes (through the application process), the employee will be placed in the new grade and classification at the higher of:

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

This action 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 are available at a site, 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 employees are qualified for the position and not currently working during the time the Food Service Department determines that additional hours are available. No employee 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 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 employee who feels that his/her duties have undergone a significant change in the kinds of duties and level of responsibility shall submit a request for review of his/her position by filling out a Position Analysis Form available from the Human Resources Department. 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 employee. If the supervisor does not return the form within the stated timeline, the employee 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 employee may also appeal the allocation as defined in 10-3 below.
- C. An employee'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 employee 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 employee's classification review by the Human Resources Department, the employee shall be notified in writing of the decision. If Human Resources needs to extend the timeline, the employee 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 employee disagrees with Human Resources' decision he/she shall within twenty (20) days appeal the decision by corresponding with the Human Resources Executive Director, specifically stating the reasons for an appeal. The Human Resources Executive Director 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. The Human Resources Executive Director shall, within ten (10) days of the Appeal Board's recommendation, correspond with the appealing employee informing the employee of the final decision.

The final decision by the Human Resources Executive Director is not subject to appeal.

10-4 Wage Protection

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

ARTICLE ELEVEN

EMPLOYMENT - PERFORMANCE REVIEW

11-1 Purpose

The performance review is used to critique employees for the purpose of improving services in the District. This review may be done on an annual basis or more frequently if necessary. The review may provide one of the basis for administrative decisions regarding employment, promotion, demotion, or termination.

11-2 Performance Review Form

The administrator and/or immediate supervisor shall give a copy of the form to all employees, upon request.

11-3 Conference

- A.** Performance review forms shall be completed by the administrator and/or immediate supervisor, discussed with the employee in a conference, and signed by both. At least one review per year shall be completed prior to May 13 for less than 12 month employees and prior to June 10 for 12 month employees. The original shall be retained in the employee's file, a copy kept by the immediate supervisor, and a copy given to the employee within five (5) days of the performance review conference.

- B. Evaluation**

A MBU shall have input into a teacher assistant's evaluation at least one (1) time per year. The site administrator is responsible for the evaluation.

11-4 Employee's Signature

The employee's signature indicates only that the employee has seen the written statement and does not necessarily indicate agreement with the contents of the statement(s). No employee shall be required to sign a blank or incomplete form.

11-5 Privacy

Performance conferences shall be held in private away from the presence of pupils, parents, other employees, or the public. However, other individuals who are responsible for coordination of an employee's activities may participate in that employee's performance conferences.

11-6 Rebuttal

An employee may file objections in writing within ten (10) days of receipt of a copy of the completed form. If objections are filed, they shall be attached to all copies retained by the District.

11-7 Recommendations for Improvement

- A. Recommendations for improvement shall be provided to employees upon recognition of any deficiencies. Recommendations for improvement shall be offered in writing to guide the employee toward the solution of such deficiencies.
- B. In the event a performance review results in specific written recommendations for improvement, the employee and supervisor shall meet within fifteen (15) days to determine a plan of action for meeting the recommendations of improvement. Follow-up performance reviews will address progress or lack of progress in areas in need of improvement.

11-8 Additional Performance Reviews

In addition to District-initiated performance reviews, employees shall be provided up to two (2) additional performance reviews in a year upon request of the employee.

11-9 Surveillance

The use of eavesdropping or surveillance methods will not be used for conducting performance reviews of employees. On school buses, video devices may be used to ensure student safety. The District shall notify the Association regarding the installation/use of any such equipment to be used for student safety. At no time shall the District use the security cameras in a location where employees or students have a reasonable expectation for privacy.

11-10 Association Representative

Employees shall be entitled to have present a representative of the Association when discussing a performance review. If postponement of a meeting occurs in order to obtain a representative, that delay shall not invalidate the performance review.

11-11 Complaints

Any complaints regarding an employee which may have an effect on the employee's evaluation or continued employment, that are made to the administration by any parent, student or other person, shall be in writing and a copy shall be promptly furnished to the employee. Said employee shall have the right to answer in writing and the answer shall be reviewed by the administrator and attached to the complaint. Comments by the reviewing administrator shall be signed and also attached to the complaint.

11-12 Dismissal or Demotion

Dismissal or demotion of employees for performance deficiencies shall not be without just cause.

11-13 Pre-Termination Hearing

Prior to termination for performance deficiencies, a hearing will be held. An employee will be notified in writing that he/she is immediately suspended with pay and that a pre-termination hearing is scheduled. Following the hearing, the decision of the supervisor will be communicated to the employee and Human Resources and/or Food Service Central Office. If termination is initiated, this decision will be communicated to the employee by certified mail and a Personnel Action Form will be submitted to Human Resources. The employee will be paid through the date of termination (which shall be no earlier than the day following the hearing) as specified in the letter. Dismissal can be appealed by filing a grievance directly at Level III.

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 employees 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 employees, then employees may be reduced in hours or months of employment, transferred, or laid off in accord with this Agreement.

12-2 Involuntary Transfer/Involuntary Work Adjustment

- A.** If it becomes necessary for the District to involuntarily transfer an employee or initiate an involuntary work adjustment, the following will apply:
1. An affected employee with the most District seniority, whose assignment is for 8 hours and 12 months a year, shall be transferred to another 8 hour/12 month position within his/her classification.
 2. The least senior 8 hour/12 month employee(s) in the classification shall be reassigned to a vacated position within his/her classification, and there is no guarantee that an employee will retain the same number of months, hours, shift or days of work when transferred. Under no circumstances will an employee be offered a position of less than four (4) hours per day.
 3. Employees in positions of less than 8 hours, 12 months shall be transferred in inverse order of their District seniority to other positions in their classification and there is no guarantee that an employee will retain the same number of months, hours, shift or days of work when transferred. Under no circumstances will an employee be offered a position of less than four (4) hours per day. Full-time Food Service employees will not be assigned less than four hours per day.
 4. Employees whose hours or length of employment are to be reduced will receive at least ten (10) days written notice prior to the effective date of reduction. This written notice shall be simultaneously transmitted to TEA.
- B. Exceptions - Involuntary Transfer**
1. Employees not re-hired due to a "new school" process will be involuntarily transferred.
 2. Once school has commenced in the fall, teacher assistants in established exceptional education classes may not be displaced by a more senior assistant as a result of application of this Article.
 3. When established exceptional education classes and their teachers are relocated to a new site, the exceptional education teacher assistant will choose either to: a) relocate along with the class, provided the position continues to be budgeted; or b) exercise his/her seniority in accord with Article 12-2.
 4. In exceptional education situations where an exceptional education teacher assistant has been assigned on a one-to-one basis with a student and that student is relocated to a different site, the teacher assistant will chose to: a) relocate with the student, provided the position continues to be budgeted; or b) exercise her/her seniority in accord with Article 12-2.
- C.** If an involuntary transfer within the same classification is not available, the employee will be given the option of transferring to a vacant position in a comparable classification in which the employee meets minimum qualifications, or moving to a vacant position in a classification previously held within the bargaining unit by exercising his/her District seniority.
- D.** An employee transferred in this process is not guaranteed the same number of months, days, or hours in the new assignment. Under no circumstance will an employee be offered a position of less than four hours per day.
- E.** In the event there is more than one employee requiring involuntary placement to a different classification, then District-wide seniority will be utilized in determining seniority preference for placement. The employee with the greatest District seniority will be offered first option for placement in vacant positions identified by Human Resources.
- F.** Under no circumstance shall an employee be transferred into a classification that will result in a promotion, unless the previous classification has been upgraded through the process in Article 10.
- G.** If after following all steps outlined above, there is no vacancy for an employee affected by Article 12-2-C, the terms of Article 13 shall apply.

12-3 Involuntary Demotion

When an involuntary demotion is initiated by the District, the employee will be placed in a position or in an available vacancy for which he/she meets the minimum qualifications.

- A. When an involuntary demotion is initiated, the employee will be placed in the new grade and classification at the existing step closest to, but no more than, their hourly rate of pay prior to the involuntary demotion.
- B. This action shall not be used as an alternative to disciplinary action.

12-4 Rights to Return

- A. Before a vacancy is filled by recall or pursuant to Article 8 or 9 (recruitment/selection), the position shall be offered to employees involuntarily transferred within the prior thirty-six (36) months, with the exception of employees involuntarily transferred due to a "new school" declaration. In this case, Article 12-4 is in effect for vacancies at a "new school" after a period of two (2) years from the involuntary transfer. The priority order used for filling these vacancies shall be:
 - 1. Employees transferred or reduced in hours or months from the same site as the vacancy, who are currently in or were transferred from the same classification as the vacancy.
 - 2. Employees assigned to a different classification or demoted from the same classification as the vacancy.
 - 3. Employees reduced in hours from full-time to part-time, if vacancy is a full-time position within same classification.
 - 4. Employees reduced from a twelve month position if vacancy is a twelve month position within same classification.
- B. In the case where more than one (1) employee is eligible to return, the employee with the most District seniority will have first choice in placement. Each subsequent employee will be given the same opportunity until the last person with the lowest seniority is reassigned to the last vacant position. An employee shall have five (5) days from the date the notification is signed to respond to an offer to return. If an employee is offered and fails to respond or refuses a position which restores him/her to their previous site, classification, hours of work and months of employment, then future return rights will be terminated.
- C. Transfer shall not be used as a substitute for evaluation or as a disciplinary measure. Transfer in no way reflects on the competency or the qualification of any employee transferred for any reason.

Human Resources will be responsible for generating computerized listing(s) to include the employee(s) by name, worksite, classification job code, District seniority, hours per day.

12-5 Temporary Involuntary Site Transfer

If it becomes necessary for the District to involuntarily transfer an employee on a short term temporary basis, the District will identify employees throughout the District that can be transferred. Each site administrator will submit a list to Human Resources with the name(s) of employee(s) that can be transferred. Employee(s) will then be notified by Human Resources when a transfer is to be made and the length of time of the transfer.

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 employees 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 employee(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 employee 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 employees 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. An employee 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 employee is responsible for maintaining a current address in the Human Resources Department and/or Food Service Central Office. If the employee does not contact the District's Executive Director of Human Resources within five (5) days from date it is signed for, he/she shall be considered to have resigned from the District and lose all recall rights. If the recall letter is returned as unclaimed, the District's obligation ceases. If the employee accepts the offer of recall, he/she shall be available to work within ten (10) days of acceptance.
- C. Individuals shall retain recall rights equaling the length of service up to a maximum of three (3) years from the day of layoff. 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.

13-3 Insurance Coverage and Continuation

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

13-4 Lay Off Protection

Effective the day following ratification, all regular part-time and full-time employees hired on or before December 31, 1999 shall not be laid off. For the 2004-05 school year, all regular part-time and full-time employees hired on or before December 31, 2000 shall not be laid off.

- 13-5 An employee on layoff status is entitled to compete for any posted vacancy, provided he/she meets the qualifications. An employee accepting a lower grade position shall retain recall rights in the position affected by the reduction. An employee 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 The District shall maintain, as public record, a list of all employees who have retained recall rights. The list shall include the employee's name, classification title, and date of hire into the District.

- 13-7 An employee 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 employee shall be recalled to a position representative of the new classification category if minimum qualifications are met.

13-8 Contracting Out

Before the District issues a contract for work currently being performed by bargaining unit employees or new work which is the same or similar to current bargaining unit work, its representatives will meet with

representatives of the Association to discuss the reasons for the contracting decision and give the Association representatives the opportunity to present their suggestions for alternative ways of performing the work.

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

13-9 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 employees who meet the minimum qualifications. Laid off individuals shall be recalled in order of District seniority. Recall of any full-time, twelve (12) month employee 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.

ARTICLE FOURTEEN

DISCIPLINE AND DISMISSAL FOR MISCONDUCT

14-1 Just Cause

The District will base all discipline and dismissal actions on just cause. All discipline and dismissal actions may be appealed through the grievance procedure.

14-2 Letters of Direction

- A.** A letter of direction is not a disciplinary action but may be used to document the need to take disciplinary action.
- B.** When an employee transfers or relocates, said letter may be transmitted to the files of the site administrator only after the transfer or relocation has been completed.
- C.** A letter of direction will not be used for conduct towards students that is deemed highly inappropriate by a reasonable person's standard, and/or which may be constructed as criminal. For such conduct, a letter of reprimand or more serious discipline is warranted.

14-3 Progressive Discipline

- A.** Progressive discipline means that progressively more severe penalties may be imposed on an employee when related offenses are repeated.
- B.** Progressive discipline does not require that each penalty be more severe than the immediate proceeding one regardless of the offense involved.
- C.** Progressive discipline will serve as a means of identifying and correcting problems.
- D.** A supervisor's personal personnel file(s) shall be used solely to document concerns which may lead to discipline measures. An employee shall be made aware of the documented concerns through the implementation of 14-2 above. Such documentation of minor deficiencies of behavior or offenses which are over one (1) year old will not be admissible in any grievance procedure, unless the employee uses as a defense in such procedure the claim that no minor behavior deficiencies or offenses had ever been brought to their attention in accordance with 14-2.
- E.** Subject to Section 14-4 of this Article, the District shall utilize progressive discipline in dealing with its employees. Prior to issuance of reprimands for minor kinds of behavior deficiencies or offenses, supervisors will informally counsel and instruct employees about necessary improvements in their behavior. The normal sequence of disciplinary actions shall be as follows:
 - 1. Written Reprimand I;
 - 2. Written Reprimand II;

3. Suspension;
4. Pre-termination Suspension;
5. Termination.

14-4 Written Reprimand Retention

At the request of the employee, a reprimand will be removed from his/her personnel file after:

- A. Six (6) months from the date of incident leading to the most recent Written Reprimand I, provided no additional reprimands have been given during this period.
- B. Two (2) years from the date of incident leading to the most recent Reprimand II, provided no additional reprimands have been given during this period.
- C. The imposition of any protested discipline (excluding suspension or termination) shall be suspended until a Level III hearing decision has been issued or a memorandum of agreement signed by TEA and TUSD has been received by the Office of Employee Relations .

14-5 Exceptions

Specific infraction(s) may arise which require the omission of one or more of the intermediate step(s) in this article and which require a written reprimand, immediate suspension of an employee without pay and/or termination.

14-6 Reprimand Process

If the immediate supervisor has reason to reprimand an employee, it shall be held in private away from the presence of pupils, parents, other employees or the public. Employee's signature acknowledging receipt of reprimand does not constitute agreement. An employee will be given the opportunity to fully discuss reprimand issues.

Any discipline issued as a result of physical abuse against a student shall remain in the employee's official personnel file and is not subject to removal for five years from the date of the Level III decision, or a memorandum of agreement signed by TEA and TUSD has been received by the Office of Employee Relations. This is provided that no additional reprimands have been given during this period.

14-7 Written Reprimand I

When a supervisor determines that a reprimand is warranted for unsatisfactory behavior, the supervisor will so notify the employee and schedule a meeting for issuance of the Written Reprimand I. The reprimand will describe the specific inappropriate behavior involved, and the requirements for improvement. A copy will be placed in the employee's official personnel file, one copy will be given to the employee, and one copy will be retained by the supervisor.

14-8 Written Reprimand II

If further infraction(s) occur warranting further discipline, the supervisor will so notify the employee and schedule a meeting for issuance of the Written Reprimand II. The reprimand will describe the specific inappropriate behavior involved, and the requirements for improvement, and that failure to correct will result in more severe discipline. A copy will be given to the employee, one copy will be retained by the supervisor, and a copy will be placed in the employee's official personnel file.

14-9 Suspension

If infraction(s) persist(s) warranting further discipline, the employee will be so notified and a meeting scheduled to give the employee written notification that he/she has failed to improve and that he/she is being suspended without pay. The notification will outline the improper behavior and state that failure to correct such behavior may result in termination. A copy will be given to the employee and a copy will be placed in the employee's official personnel file.

14-10 Pre-Termination Hearing

Prior to termination for misconduct, a hearing will be held. An employee will be notified in writing that he/she is immediately suspended with pay and that a pre-termination hearing is scheduled. Following the hearing, the decision of the supervisor will be communicated to the employee and the Human Resources Department and/or Food Service Central Office. If termination is initiated, this decision will be communicated to the employee by certified mail and a Personnel Action Form will be submitted to Human Resources Department. The employee will be paid through the date of termination (which shall be no earlier than the day following the hearing) as specified in the letter. Dismissal can be appealed by filing a grievance directly at Level III within fifteen (15) days after receiving the decision.

14-11 Association Representation

On request, an employee has the right to Association representation when being warned or disciplined for any misconduct. This shall not include coaching/counseling by a supervisor or issuing letters of direction. The employee shall be responsible for arranging representation prior to the scheduled meeting. The District shall afford the employee reasonable time to make such arrangements should representation be desired by the employee.

14-12 Participation

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

14-13 Criticism

Any charge or complaint made by a public citizen shall be registered with the administrator or immediate supervisor at the facility. This complaint will be dealt with and resolved at the lowest possible level. Any charge which is serious enough to result in disciplinary action must be in writing. Charges or complaints which are withdrawn or shown to be false shall not be utilized in any disciplinary or dismissal procedure against the employee.

ARTICLE FIFTEEN

HOURS OF WORK

15-1 Lunch Period

A. White Collar

Each employee working at least five (5) hours a day on a regular basis shall be entitled to a duty-free lunch period. Lunch periods are normally an unpaid interval of at least 30 minutes but shall not exceed one hour. If an employee's lunch period is interrupted because of an emergency, the time lost will be adjusted during the week at a time mutually agreeable between the employee and supervisor.

B. Food Service

Each employee shall be entitled to a duty-free lunch period. Lunch periods are normally an unpaid interval of at least 30 minutes, but shall not exceed one hour. If an employee's lunch period is interrupted because of an emergency, the time lost will be adjusted during that week at a time mutually agreeable between the employee and supervisor.

15-2 Breaks

A. All employees shall be allowed a break if their regular daily schedule calls for four (4) or more continuous hours of work within the following schedule:

Daily Hours Worked

From 4 to less than 6-1/2 hours
From 6-1/2 to 8 hours

Breaks

one 15 minute break
two 15 minute breaks

The time of each fifteen (15) minute break shall be established and administered by the immediate supervisor.

- B. Breaks may be interrupted if deemed necessary by an appropriate authority in order to protect the health and safety of students, employees and/or the public and to protect District facilities. Breaks shall not be unreasonably interrupted.
- C. Breaks may not be accumulated or saved to be used at a later time.

15-3 Show-up Pay

When an employee reports to work and is sent home for that day through no fault of his/her own, he/she shall be paid for his/her authorized hours at the employee's regular rate of pay.

15-4 Call Back Pay

Employees who have finished their daily assignment(s) and left their place(s) of employment, and are later called back by their immediate supervisor shall be compensated for two (2) hours or actual time worked, whichever is greater, to be paid at the employee's regular wage.

15-5 Overtime/Compensatory Time

- A. At the District's discretion, employees may be either paid at the premium rate of time and one-half for hours worked in excess of forty (40) hours per week, or in lieu of time and one-half pay, may be given comp time off at the premium rate of time and one-half. Advanced approval to work overtime must be received from the employee's supervisor.
- B. Any period worked beyond forty (40) hours of the employee's scheduled work week must be authorized in writing by the immediate supervisor, following administrative procedures, prior to that work period.
- C. Employees changing worksites or separating from the District, shall be paid all approved compensatory time.

15-6 Overtime Calculation

When a vacation day or paid holiday occurs within the work week, whether worked or not, or when a comp day is taken, that day shall count as a consecutive day worked for the purpose of calculating overtime.

15-7 Overtime Assignments

When overtime assignments cannot be filled on a voluntary basis, the District will assign overtime on a rotating basis, starting with the least senior qualified employee(s) at the worksite.

15-8 Grading Days - Food Service

Three (3) days during the year are planned in the school calendar for teachers to use for grading days. Students are not in classes and therefore Food Service workers will be on a non-paid status for these days. Inservice or training may be held on these days, but employees will be informed two (2) weeks prior to the date if they will be working. Employees will be paid for the actual hours involved in inservice or training.

15-9 Inservice Day or Registration Day - Food Service

During the school year, inservice or registration days are scheduled that will interrupt the lunch period for students; therefore, Food Service workers may not be needed at their assigned sites. Employees will be given opportunity to sign up for substitute work if work is available. Employees will be placed in vacancies that are close to their assigned hours and within a reasonable distance of their assigned site. Employees will be paid for actual hours worked.

Employees may choose to use a personal leave day if the Department is notified 24 hours prior to the non-work day.

Employees not using one of the above options will be placed on a non-paid status.

15-10 Bilingual Teacher Assistants

The District shall make reasonable efforts to provide bilingual teacher assistants a minimum of twenty (20) regularly assigned hours per week. These reasonable efforts shall take into consideration scheduling, availability of teacher assistants, and teacher input.

15-11 Planning Days

Teacher Assistants and Exceptional Education Teacher Assistants shall receive two (2) extra workdays in addition to the teaching days. The extra days shall be taken on the preparation days or the first three grading days.

ARTICLE SIXTEEN

WAGES

- 16-1 A.** The employee salary schedule for the 2003-04 school year shall be as listed in Appendix II. Retroactive to July 1, 2003, employees will move one step and the schedule shall reflect an increase of one-half of one percent.
- B.** Effective July 1, 2004: employees shall advance one step and the schedule shall increase by two percent. The salary schedule shall be as listed in Appendix III.

16-2 Longevity Stipend

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

At the completion of the 15th year	30 cents per hour
At the completion of the 21st year	40 cents per hour
At the completion of the 26th year	50 cents per hour
At the completion of the 30th year and thereafter	70 cents per hour

Effective 7/1/04, length of service shall be recognized by adding to the employee's salary as follows:

At the completion of the 15th year	30 cents per hour
At the completion of the 21st year	40 cents per hour
At the completion of the 25 th year	60 cents per hour
At the completion of the 30th year and thereafter	80 cents per hour

These amounts are based on years of continuous service.

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

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

16-3 Shift Differential

A. White Collar

All 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 employee 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 one dollar and twenty-five cents (\$1.25) per hour after one (1) full day of work in the higher classification. The employee shall be compensated only for the actual hours worked in the higher classification after working one full day.

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

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

16-5 Pay Plan Procedure

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

ARTICLE SEVENTEEN

PROFESSIONAL DEVELOPMENT

17-1 Employees shall receive a maximum of eight (8) step increases in their grade on the salary schedule for completion of credits/activities, including but not limited to the following. Effective July 1, 2004, employees shall receive a maximum of nine (9) 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 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 employee accumulates six (6) approved credits (90 hours) or a certificate, he/she is eligible to apply for advancement of one step on the salary schedule.

17-3 An employee 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, six (6) approved credits or a certificate, exclusive of credits or certificates previously used for step increase(s). An employee 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 employee'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 sixth credit or certificate is earned prior to the employee'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.

ARTICLE EIGHTEEN

FRINGE BENEFITS

18-1 Medical Insurance

- A.** For the 2003-2004 school year, the District shall pay 100% of the medical premiums, to be used for District-sponsored single coverage medical insurance for each full-time eligible employee (as determined by the insurance provider) who elects coverage.
- B.** For the 2004-2005 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 employee (as determined by the insurance provider) who elects coverage.
- C.** Employees who are currently enrolled in POS and PPO insurance plans (Point of Service and Preferred Provider Organization) shall be allowed to continue that plan for 2004-05 at District expense if PPO and POS plans are included in the District's insurance program for 2004-05. This benefit will only be made available to those employees enrolled in either the PPO or POS plans as of the date of ratification of this Agreement.
- D.** For the 2003-2004 and 2004-2005 school years only, flex credit is available only to those employees who participated during the 2001-2002 school year. (No one employed after 2000-2001 is eligible for this benefit.) Said employees shall be provided \$1,740 to select from other insurance programs listed in E below.
- E.** The District shall make available to each eligible employee the following optional insurance programs from which an employee may choose at their own expense.
1. Dental Insurance;
 2. Income Protection Insurance;
 3. Supplemental Life Insurance;
 4. Vision;
 5. Coverage for spouse and/or dependent children in items 1 and 4 above.
- F.** Part-time eligible employees who elect coverage (as determined by the insurance provider) will receive a dollar amount equal to 50% of medical premium referenced in (18-1-A above) to be used for District-sponsored HMO single coverage insurance.
- G.** The District shall cease further contribution to District-sponsored single coverage medical insurance for employees who terminate employment before their last duty day of the fiscal year.
- H.** District contribution to the District-sponsored single coverage medical insurance is pro-rated for new employees based upon the portion of the contract year the employee works.
- I.** One employee selected by the Association shall sit on the insurance committee.

18-2 Health Insurance Benefit Retention

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

18-3 Life Insurance

For 2003-04, all full-time employee shall be provided with a \$10,000 term life insurance policy at District expense. Part-time employees shall receive a \$5,000 term life insurance policy at District expense. Employees shall have the option of purchasing additional term life insurance at the employee's expense. Effective July 1, 2004, all full-time employees shall be provided at District expense with a term life insurance policy equal to the employee's base salary, for the 2004-05 school year, but not less than \$10,000. Part-time employees shall receive at District expense, a term life insurance policy equal to half of the employee's base salary for 2004-05, but not less than \$5000. Employees shall have the option of purchasing additional term life insurance at his/her own expense.

18-4 Mileage Allowance

Employees who have prior authorization and are required to utilize their own vehicle in the performance of District duties or to transport themselves or District equipment to worksites other than their initially scheduled, regularly assigned worksites shall receive \$.31 per mile, or no less than any other District employee, for miles driven from the permanently assigned worksite(s) to all other sites, including the distance between temporary worksites.

18-5 Meals - Food Service

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

18-6 Payroll Deduction

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

- A. District approved benefits
- B. 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 September and June, and shall be at least thirty (30) calendar days in duration. An employee may discontinue 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 Employees

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

ARTICLE NINETEEN

HOLIDAYS

19-1 Employees 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. Twelve (12) Month Employees

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

- 19-2 An employee required to work on a holiday shall be compensated at one and a half (1-1/2) times his/her normal rate of pay in addition to the paid holiday itself.

ARTICLE TWENTY

LEAVE OF ABSENCE WITH PAY

20-1 SICK LEAVE – Accrual

- A. All employees 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:

	<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 employees may accumulate, but not use sick leave during their initial sixty (60) day probationary period. If the probation is extended, the employee 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 employee's accumulated sick leave at the end of each fiscal year.

20-2 SICK LEAVE - Usage

A. Illness

Sick leave may be used at the employee'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 employee's attention, or for verified doctor appointments.

- B. Employees 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 employee's work day.
- C. A written statement from the treating physician may be required by the District to substantiate an absence due to an employee's illness or for illness within the employee's immediate family if the absence is more than three (3) consecutive days duration, or those of less than three (3) days, when there is a reasonable doubt as to the proper use of sick leave.
- D. Employees 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 employee, the employee 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 employee 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 employee from the site shall be permitted to attend the funeral without loss of leave time or compensation.

20-3 PERSONAL LEAVE - Accrual

- A. At the beginning of every school year each employee shall be credited with seven (7) days to be used for the employee's personal leave.
- B. New employees whose entry date to the District is other than July 1, will have their personal leave prorated.
- C. Employees 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 employee 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 employee's responsibilities cannot be arranged.
- B. An employee 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. Employees 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. Employees 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 employee must hold a regular twelve (12) month position in order to accrue vacation. Accrual is based on the regularly assigned daily hours in the employee's work day.

20-6 VACATION LEAVE - Accrual

- A. Years of service shall be calculated from the employee's date of hire with any adjustment necessary as a result of an unpaid leave of absence.
- B. Employees 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, employees will earn fifteen (15) days annually.
- D. Upon completion of five (5) or more years of service, employees will earn twenty (20) days annually.
- E. Twelve (12) month employees may accumulate up to and no more than 240 hours (or prorated cap) of vacation at any given time.
- F. If a nine (9), nine and one-half (9-1/2), ten (10), or ten and a half (10-1/2) month contract employee is transferred to a twelve (12) month position, the employee 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 1-29.

20-7 VACATION LEAVE - Usage

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

The District may require employees to take leave time at times determined by the District but shall give the employees the option of vacation leave or unpaid temporary leave during temporary, complete or partial closing of various worksite(s). However, should the employee choose to take an unpaid leave during a time that coincides with a holiday period, the employee shall be paid for the holidays provided for in Article 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 employee's vacation request shall be put in writing and a copy forwarded to Human Resources.
- E. A twelve (12) month employee transferring to a less than twelve (12) month position will receive compensation for unused accumulated vacation prior to starting the new assignment.
- F. Employees having earned vacation may take vacation in increments as approved by the site administrator.

20-8 Transfer of Sick Leave Days

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

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

- C. Transfers of sick leave can only be initiated at the employee's written request to the Human Resources Absence Section 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 employee and is not available to employees discharged for just cause.

20-9 Jury Duty

- A. Employees subpoenaed for jury duty or as a witness shall not suffer loss of earnings as a result of such service. An employee may chose: 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 employee's daily rate, he/she may use a personal leave day or be docked at his/her daily rate instead of using a jury code for those days.

- B. Employees subpoenaed for jury duty 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 employee chooses to take a pay dock or a personal leave day.
- C. Absences due to litigation while the employee is either a plaintiff or a defendant must be charged to personal leave, vacation, or dock.

20-10 Military Leave

Employees 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 Industrial Illness or Injury

In the event of absence due to injury on the job, the District will pay, while accumulated sick leave lasts, the necessary amounts above the monies received by the employee from the District Self Insurance Worker's Compensation Fund. Employees injured on the job may choose to work on "limited duty" upon the recommendation of the District industrial physician or the employee's personal physician. Such "limited duty" may be in any classification so designated by the District for which the employee is able to perform and shall be paid at the rate at the time of the injury, and shall advance their yearly salary if applicable.

- A. When sick leave is exhausted, the employee will be placed on an unpaid leave of absence pending release to return to work.
- B. Upon the termination of this unpaid leave of absence of six (6) months or less, the employee, if he/she has not been subject to layoff, will be restored to his/her previous position, grade and step. This type of leave shall not be considered a break in service.
- C. Except as provided in D below, an employee whose paid leave exceeds six (6) months and who has not been subject to layoff, will be restored to his/her previous position, grade and step if the position is available.
- D. If the previous position has been filled, the employee will be placed first in another position in the same classification if one is available, or second, if none in the classification is available, in another available position the employee can perform, at no less pay than in the previous position. If the employee is not returned to a position in his/her previous classification, the employee will be transferred into the first available opening occurring in the previous classification.
- E. When an employee has been released from an industrial injury with a permanent disability preventing him/her from performing the duties of his/her previous job classification, the District will attempt to find a position for which the employee can qualify and in which reasonable accommodations can be made for the disability. In such a placement, the employee will be paid the appropriate rate for the position.
- F. Within four (4) weeks of return to work, an employee may make arrangements with Payroll to buy back sick leave used for an on the job injury.

20-12 Compensation

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

20-13 Released Time

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

20-14 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 employee 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.

20-15 Assault

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

20-16 Medical Leave Assistance Program

- A. Employees who have depleted their accrued sick and personal leave as a result of serious illness or injury may request access to the Medical Leave Assistance Program by submitting a form to the Benefits Coordinator asking to receive donations of sick leave from other employees. Serious illness or injury is defined as a "non work related" illness or injury that is anticipated to last for the continuous period of time of four or more weeks, as verified by a licensed health care practitioner.
- B. The donor employee may donate a maximum of five (5) sick leave days for every thirty (30) days of accumulated sick leave. The donor employee will designate the donation in the name of the employee to receive the donation.
- C. The recipient employee 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 employee 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 employee, will be donated.
- D. No employee shall be eligible for the Medical Leave Assistance Program after he/she qualifies for long-term disability coverage.

ARTICLE TWENTY-ONE

LEAVES OF ABSENCE WITHOUT PAY

21-1 Leave of Absence

- A. Any regular employee who has six (6) months employment in the District may request a leave of absence without pay for any length of time up to one (1) year for reasons of:
 - 1. Health;
 - 2. To attend an accredited institution of higher learning;
 - 3. New infant care or elderly parent care;
 - 4. For the purpose of engaging in union activities whether local, state or national;
 - 5. To campaign for or serve in a county, state or national public office.
 - 6. Military service

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

- B. Requests for medical leave shall be accompanied by a doctor's verification of the illness or disability and projected date of return to work.
- C. Notification of intention to resume employment by the employee must be made in writing thirty (30) calendar days prior to date of return.

- D. An employee on unpaid leave of absence shall be allowed to continue insurance coverage in the program in which the employee is enrolled, provided the employee notified the District of their desire to continue, and pays the premiums for the insurance and other benefits at their expense.
- E. A leave of absence under this Agreement may be extended by mutual agreement of the Board and the employee.
- F. Induction into the military for an extended period of time shall not be at District expense; however, upon return, he/she shall be placed in his/her former or comparable position, in accord with ARS 38-298, as amended 1964.

21-2 Short Term Leave (Does not apply to on-the-job injury)

A. Medical

An employee who has exhausted accumulated sick leave and vacation leave, yet is medically unable to return to work, will be allowed up to thirty (30) days on an off-duty pay status. During this off-duty pay status, the District will continue to pay premiums on its portion of District-sponsored insurance plans in which the employee was enrolled at the beginning of his/her off-duty pay status.

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

B. Emergency

A leave occasioned by urgent personal or family reasons may be granted upon written application by the employee and approval by the District. Such leaves are not to exceed thirty (30) days and will be approved only in unusual situations clearly requiring the presence of the employee away from work. Upon approval by the District, an additional fifteen (15) days may be granted at the expiration of this thirty (30) day period. In no event shall an employee receive more than forty-five (45) days of emergency leave in the contract year.

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

Employees shall have the option of continuing any and all District-sponsored insurance programs in which the employee is enrolled, provided the employee notifies the District of his/her desire to continue and pays the premiums for the desired insurance.

C. Family and Medical Leave

1. An employee who, at the time the leave is effective, has been employed full-time in the District for one year shall be allowed up to 12 weeks of unpaid leave for the following reasons:
 - a) birth of a child and first year of child care
 - b) adoption or foster placement of a child
 - c) illness of the employee, spouse, parent or child.
2. During this unpaid leave, the District will continue to pay premiums on its portion of District-sponsored medical insurance in which the employee was enrolled at the beginning of the leave.
3. Requests for Family Leave shall be accompanied by the appropriate documentation.

- D. 21-2-A, B, and C above may not be used in conjunction with each other.

21-3 Maintenance of Position

- A. Upon termination of any of the unpaid leaves of absence above, the employee, 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 employee 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 Service Stipend

- A. An employee legally separating from the District with 15 or more years of continuous service in the District, will be paid a length of service stipend amounting to .006 times the employee's annual salary at the time of retirement, times the employee's years of service.
- B. If an employee has 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.

22-2 Insurance Conversion for Retired Employees

For the purpose of continuing in the medical insurance program, retired employees must pay premiums pursuant to District regulations.

22-3 Optional Sick Leave Pay at Separation

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

22-4 Restrictions

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

22-5 Those benefits contained in 22-1-A and 22-2 are only available to those employees who voluntarily separate from the District.

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

ARTICLE TWENTY-THREE

HEALTH EXAMINATION

- 23-1** When the District determines that an employee's health condition (mental or physical) may be impairing his/her job performance, the immediate supervisor, site administrator (or equivalent position), or Regional Assistant Superintendent (or equivalent position), with the concurrence of the Human Resources Department may, with just cause, direct the employee to have a health examination at District expense. Employees will be given a copy of the directive which will state the reason(s) for such examination. Following the examination, results will be sent by the Human Resources Department to the employee and immediate supervisor.

ARTICLE TWENTY-FOUR

WAIVER

- 24-1** A. This Agreement supersedes all previous agreements between the District and the Association or the District and any of the covered employees.
- B. During the term of this Agreement, the Association and the District expressly waive and relinquish the right to negotiate with each other and neither party shall be obligated to negotiate with each other with respect to any subject or matter whether or not referred to or covered in this Agreement except as specifically provided in this Agreement, or by mutual consent of the parties.

ARTICLE TWENTY-FIVE

NEGOTIATIONS

- 25-1** The negotiation process shall begin no later than March 1. Both parties agree to negotiate in good faith.

25-2 **Impasse**

If no agreement has been reached by April 15 as a result of good faith negotiations, either party may declare an impasse and the issues in dispute shall be submitted to mediation/arbitration. The American Arbitration Association (AAA) shall be requested to furnish a list of five (5) mediator/arbitrators from which the parties shall select a mediator/arbitrator in accordance with AAA rules.

The format, dates and times of meetings shall be conducted in closed sessions. The costs for the services of the mediator/arbitrator, including per diem expenses, if any, and actual and necessary travel expenses and subsistence, shall be shared equally by the District and the Association.

The mediator/arbitrator shall first attempt to resolve the dispute through the mediation process. Should this process fail, that person shall then function as the arbitrator of the issues remaining in dispute. Within ten (10) working days after the conclusion of arbitration hearings, the mediator/arbitrator shall submit a report in writing to the District and the Association only and shall set forth in the report findings of fact, reasoning and recommendations on the issues submitted. The report shall be advisory only and binding neither on the District nor the Association. Within five (5) days after receiving the report of the mediator/arbitrator, the representatives of the parties shall meet to discuss the report. No public release shall be made until after such meeting. The respective parties shall take official action on the report of the mediator/arbitrator no later than fifteen (15) days after the meeting described above.

25-3 **Decertification**

- A. Petition
1. A petition for an election to decertify the Association may be filed with the Superintendent by an employee within the unit.
 2. The petition shall contain the following information:
 - a. The name, address and telephone number of the petitioner and the name, address and telephone number of the agent to be contacted, if any;
 - b. A description of the established unit;
 - c. The approximate number of employees in the established unit;

- d. A statement that the members in the established unit no longer desire the Association as their exclusive representative;
3. The petition shall be signed by at least thirty (30) percent of the employees in the established unit.
4. The petitioner shall concurrently serve a copy of the petition to the District and the Association.

B. Election

1. Upon receipt of a petition for decertification, the Board may conduct a representative election under impartial auspices. The costs for such an election shall be defrayed equally by the petitioning organization and the District.
2. A petition shall not be considered whenever a representation election has been held within the twelve (12) months immediately preceding the filing of the petition. If there is an existing agreement in effect, the petition must be initiated, signed and delivered to the Board within ninety (90) to one hundred twenty (120) working days prior to expiration of the Agreement to fulfill the requirement for receipt of a valid petition for decertification.

ARTICLE TWENTY-SIX

**SHARED DECISION-MAKING AND
CHARTER SCHOOLS PROGRAM**

26-1 Vision

Shared Decision-Making (SDM), Action 2000, or Charter schools shall be referred to as the Joint Shared Decision-Making Program. The goal of the program is to develop a process in which staff, parents, administrators and students all participate in shared decision-making. Each school shall develop a site constitution/by-laws which define the decision making process at the site. All provisions of this agreement shall continue to be in full force and effect throughout the process.

26-2 Purpose

The Association and the District agree that all employees function more effectively and are more productive when they are given increased responsibility for making decisions with regard to their day-to-day affairs. The purpose of a shared decision-making program is to create an atmosphere in which decision making is a collegial, shared, process that fosters an exchange of ideas and information necessary for effective professional practice and for improved student performance. The Association and District agree to continue pursuing jointly the implementation of a shared decision-making program during the period of this Agreement.

26-3 Joint Shared Decision-Making and Charter Schools Committee

The Joint Committee shall be continued for the duration of this Agreement. The committee shall consist of fourteen (14) members, of whom seven (7) shall be appointed by the Association and seven (7) by the Superintendent. Two of the seven (7) appointed by the Association and two of the seven (7) appointed by the Superintendent shall be non-employee parents of TUSD students. The parent representatives shall be members of a parent organization, such as SCPC. The Association President, the Superintendent, and the SCPC President shall be ex-officio, nonvoting members of the Committee. The committee shall establish its own rules of procedure, including selection of a chairperson. Members will serve on the Joint Committee for the term of this Agreement. One of the seven appointed by the Association and one of the seven appointed by the Superintendent shall be a TUSD student.

26-4 Standards

The standards for accrediting school councils developed by the Joint Committee, which have been adopted by the TUSD Governing Board, will be the process for instituting shared decision-making and sponsoring charter schools in the District. The Joint Committee shall monitor and maintain the standards for all schools in the District. Periodically, the Joint Committee shall send review teams to each school. The review teams shall recommend to the Joint Committee each school's placement in the phases of the standards. Each school shall have the authority and responsibility delegated to it by the phase of the standards to which it is placed by the Joint Committee. Prior to recommending any change in the standards, the Superintendent will consult with the Joint

Committee.

26-5 Charter Schools

The District may sponsor a school as a charter school only if the following criteria are met:

- A. All MBUs and White Collar/Food Service employees of the charter school shall be employees of the District.
- B. All provisions of this Agreement and the Consensus Agreement shall be in full force and effect at the charter school.
- C. The school shall follow the provisions of Phase Five of the standards approved by the TUSD Board and monitored by the TUSD/TEA Joint Committee.

ARTICLE TWENTY-SEVEN

JOINT TASK FORCE FOR 2003-05

- A. TUSD and TEA shall establish a joint task force to review White collar/Food Service Article 20 (Leaves with Pay) and Article 21 (Leaves Without Pay).
- B. This task force shall submit initial findings and recommendations to the Superintendent and TEA by May 1, 2004, and shall submit its final written recommendations to TEA and the Superintendent by December 1, 2004.
- C. The Joint TEA/TUSD Task Force will be charged with the review of following provisions of White Collar/Food Service Article 20, Leaves with Pay, and Article 21, Leaves without Pay:

20-11 industrial illness or injury

20-12, compensation

20-14, extended illness or injury

20-16, medical leave assistance program

21-1, leave of absence

21-2, short term leave

The objective is to study federal and state leave laws and develop/recommend language for consistency and compliance.

- D. Composition of the Joint TEA/TUSD Task Force:

- 3 employees appointed by the TUSD Superintendent;
- 3 employees appointed by the TEA President;
- If necessary, an additional non-voting representative from Human Resources to provide information regarding state and federal laws, and/or to provide information regarding payroll procedures.

ARTICLE TWENTY-EIGHT

DURATION

Unless specified otherwise within this Agreement, the provisions of this Agreement shall be effective as of the day following ratification by the TUSD Governing Board and TEA, and shall continue in full force and effect through the 30th day of June, 2005.

APPENDIX I WHITE COLLAR/FOOD SERVICE

Prior to the Board voting on any exemption change affecting a bargaining unit position, the Association will be notified and given the opportunity to discuss the change.

During the term of the Agreement, the wage schedule (Appendix II) shall not be changed without the mutual agreement of the Association and the District. If additional positions are identified during the term of this Agreement, or if the classification of a position changes, the Association will receive written notification of the change.

The definitions of classifications, the assignment of classifications to a pay grade on the wage schedule, and the determination of the appropriate pay grade on the wage schedule for classifications as they relate to other classifications are matters left to the sole discretion of the District.

Grade	Code	Title
1	41151	Office Typist
1	41104	Office Clerk I
1	41101	School Office Clerk
1	42101	FS Site Cashier
1	421066	Crossing Guard / Cafeteria Worker I
1	42107	FS Cafeteria Worker I
2	42104	FS Cafeteria Worker II
2	421056	Crossing Guard / Cafeteria Worker II
2	40400	Athletic Inventory Assistant
2	44001	Teacher Assistant
2	44009	Teacher Assistant - Bilingual
2	44006	Teacher Assistant - Early Childhood
3	42108	FS Cafeteria Worker, Lead
3	421046	FS Cafeteria Worker, Lead - Crossing Guard
3	42811	Campus Monitor
3	41152	Clerk Typist II
3	41001	Data Input Processor
3	421036	FS Central Cashier
3	41166	HR Receptionist
3	42314	HR Employee Records Clerk
3	44511	Library Material Specialist / EMC
3	41116	Magnet Program Clerk
3	41102	Office Clerk II
3	41105	Special Education Office Clerk
3	41111	Student Records Clerk
3	44201	Testing Technician (Language)
4	44040	Brailing Assistant
4	41011	Data Control Specialist
4	44003	Exceptional Education Teacher Assistant
4	42115	HS Finance Office Assistant

4	44301	Health Assistant
4	44501	Library Assistant
4	42501	Mail Clerk
4	44351	Mental Health Assistant
4	44007	Special Needs Aide - Adult
4	44117	Special Needs Aide - Child
4	44003	Teacher Assistant - Exceptional Education
4	44005	Therapeutic Pool Assistant
5	44601	Community Representative
5	43016	Custodial Screening Technician - FM
5	41004	Data Technician-Bilingual Lang Assess Program
5	420016	FS Meal Application Program Technician
5	426316	FS Production Systems Technician
5	41168	OCR / ESL Technician
5	42401	Purchasing Clerk I (FS Code: 424016)
5	41170	Staff Assistant - Departmental
5	41525	Translations Assistant
6	42002	Accounting Technician
6	41172	Administrative Secretary
6	41124	Attendance Specialist
6	42231	Budget Control Assistant
6	44605	Community Representative, Senior
6	41021	Computer Operator
6	41197	Natural Resources Assistant
6	44030	Environmental Education Specialist
6	42002	Finance Accounting Technician
6	44075	Family Resource Assistant
6	41307	Graphics Designer
6	44010	Infant Care Specialist
6	44011	Instructional Specialist - General Subjects
6	440112	Instructional Specialist - Bilingual
6	440113	Instructional Specialist - Job Coach
6	440119	Instructional Specialist - Speech/Language
6	44352	Intervention Technician - Mary Meredith K12
6	44202	Language Assessment Coordinator
6	42402	Purchasing Clerk II (FS Code: 424026)
6	42461	Resource Specialist
6	42822	School Security Agent
6	44008	Site Network Technician
6	41120	School Registration / Attendance Technician
7	41174	Administrative Secretary - High School
7	411707	Asset Management Associate
7	42232	Budget Control Specialist

7	44561	Cataloger
7	41160	Communications Technician
7	45311	IVEP Coordinator
7	41154	Leaves & Disability Technician
7	41022	Operations Technical Support Assistant
7	42429	Procurement Assistant
7	41171	Rental Office Coordinator
7	41132	Student Attendance Specialist
7	42321	Substitute Assignment Technician
7	44021	Tutor / Advisor
7	44023	Tutor / Advisor - Bilingual
7	410039	WO Help Desk Technician - FM
8	44074	Academic Specialist, African-American Studies
8	44720	Career and College Coordinator
8	41157	Exceptional Education Compliance Technician
8	44024	Instructional Staff Development Specialist
8	41050	LAN Developer I
8	44313	Licensed Practical Nurse (LPN)
8	42427	Library Material Acquisition Specialist
8	42334	Personnel / Payroll Technician - Trans
8	423349	Personnel / Payroll Technician - FM
8	423346	Personnel / Payroll Technician - FS
8	41117	Registrar
8	44461	Research Data Analyst
8	41161	Telecommunications Installer
9	41173	Administrative Secretary, Senior
9	45200	Assistant Curator of Artifacts & Exhibits
9	44051	Attendance Liaison
9	44651	Clothing Bank Coordinator
9	42118	District Cashier
9	42861	Engineering Construction Inspector
9	41156	Exceptional Education Compliance Technician, Lead
9	41072	Facilities Data Manager
9	42341	HR Associate - Benefits
9	41155	HR Associate - Payroll
9	42116	HS Finance Manager
9	41184	Interscholastics Assistant
9	41159	Personnel / Payroll Technician, Lead - FS
9	41181	School Office Manager
9	41012	Technical Support Specialist
9	41061	Transportation MIS Programmer Assistant
9	41167	Workers' Compensation Specialist
10	41349	Educational Specialist

10	41051	LAN Developer II
10	41013	Technical Support Specialist, Lead
10	44612	Project Services Advisor
10	44029	Provisional Educational Interpreter
11	41131	Attendance Reporting System Analyst
11	41043	Computer Support / Training Specialist
11	43341	Portables Manager - FM
12	41044	Computer Support / Training Specialist, Lead
12	44071	Drop Out Prevention Specialist
12	41030	LAN System Specialist
12	44713	Student & Family Mentor Specialist
12	44111	Technical Stage Manager
12	41162	Telecommunications Technician
12	41055	WEB Developer
12	44719	Work Experience Specialist
13	44108	Grant Development Specialist
13	41036	LAN System Specialist, Lead
13	44710	Mentor Program Specialist
13	41040	Network Security Specialist
13	44073	Prevention / Intervention Specialist
13	44661	VIPS Program Coordinator
14	45054	Behavior Specialist
14	41039	E-Mail System Analyst
14	41045	TTS Operations, Senior Analyst
14	41041	WEB System Analyst
15		

4	44040	Brailing Assistant
4	41011	Data Control Specialist
4	44003	Exceptional Education Teacher Assistant
4	42115	HS Finance Office Assistant
4	44301	Health Assistant
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5	43016	Custodial Screening Technician - FM
5	41004	Data Technician-Bilingual Lang Assess Program
5	42010	Finance Federal Accounts Processor
5	420066	FS Accounting-Audit Technician
5	420016	FS Meal Application Program Technician
5	426316	FS Production Systems Technician
5	41168	OCR / ESL Technician
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6	41172	Administrative Secretary
6	41124	Attendance Specialist
6	42231	Budget Control Assistant
6	44605	Community Representative, Senior
6	41021	Computer Operator
6	41197	Natural Resources Assistant
6	44030	Environmental Education Specialist
6	42002	Finance Accounting Technician
6	44075	Family Resource Assistant
6	41307	Graphics Designer
6	44010	Infant Care Specialist
6	44011	Instructional Specialist - General Subjects
6	440112	Instructional Specialist - Bilingual
6	440113	Instructional Specialist - Job Coach
6	440119	Instructional Specialist - Speech/Language
6	44352	Intervention Technician - Mary Meredith K12
6	44202	Language Assessment Coordinator
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6	42461	Resource Specialist
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8	44461	Research Data Analyst
8	41161	Telecommunications Installer
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13	44073	Prevention / Intervention Specialist
13	44661	VIPS Program Coordinator
14	45054	Behavior Specialist
14	41039	E-Mail System Analyst
14	41045	TTS Operations, Senior Analyst
14	41041	WEB System Analyst
15		

APPENDIX II

July 1, 2003 through June 30, 2004

	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
GRADE	1	2	3	4	5	6	7	8	9	10
1	7.74	7.93	8.13	8.32	8.52	8.73	8.95	9.18	9.42	9.63
2	8.52	8.73	8.95	9.18	9.42	9.63	9.87	10.13	10.35	10.62
3	8.95	9.18	9.42	9.63	9.87	10.13	10.35	10.62	10.87	11.17
4	9.42	9.63	9.87	10.13	10.35	10.62	10.87	11.17	11.42	11.71
5	10.35	10.62	10.87	11.17	11.42	11.71	12.00	12.29	12.60	12.90
6	11.42	11.71	12.00	12.29	12.60	12.90	13.23	13.56	13.89	14.23
7	12.29	12.60	12.90	13.23	13.56	13.89	14.23	14.58	14.93	15.30
8	13.23	13.56	13.89	14.23	14.58	14.93	15.30	15.71	16.08	16.50
9	13.89	14.23	14.58	14.93	15.30	15.71	16.08	16.47	16.87	17.30
10	14.58	14.93	15.30	15.71	16.08	16.47	16.87	17.30	17.71	18.15
11	15.30	15.71	16.08	16.47	16.87	17.30	17.71	18.15	18.61	19.05
12	16.08	16.47	16.89	17.30	17.71	18.15	18.61	19.05	19.55	20.04
13	16.87	17.30	17.71	18.15	18.61	19.05	19.55	20.04	20.52	21.03
14	17.71	18.15	18.61	19.05	19.55	20.04	20.52	21.03	21.54	22.09
15	19.05	19.55	20.04	20.52	21.03	21.54	22.09	22.61	23.20	23.76
16	20.52	21.03	21.54	22.09	22.61	23.20	23.76	24.35	24.94	25.57
	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
GRADE	11	12	13	14	15	16	17	18	19	20
1	9.87	10.13	10.35	10.62	10.90	11.18	11.45	11.74	12.03	12.33
2	10.87	11.17	11.42	11.71	12.00	12.30	12.61	12.92	13.25	13.58
3	11.42	11.71	12.00	12.29	12.60	12.91	13.24	13.58	13.91	14.26
4	12.00	12.29	12.60	12.90	13.23	13.56	13.90	14.24	14.60	14.96
5	13.23	13.56	13.89	14.23	14.58	14.93	15.32	15.69	16.08	16.48
6	14.58	14.93	15.30	15.71	16.08	16.49	16.89	17.32	17.75	18.19
7	15.71	16.08	16.47	16.87	17.30	17.73	18.17	18.62	19.08	19.57
8	16.87	17.30	17.71	18.15	18.61	19.07	19.56	20.04	20.54	21.05
9	17.71	18.15	18.61	19.05	19.55	20.03	20.52	21.03	21.56	22.10
10	18.61	19.05	19.55	20.04	20.52	21.02	21.55	22.08	22.63	23.20
11	19.55	20.04	20.52	21.03	21.54	22.08	22.63	23.20	23.77	24.36
12	20.52	21.03	21.54	22.09	22.61	23.18	23.76	24.35	24.96	25.59
13	21.54	22.09	22.61	23.21	23.76	24.35	24.95	25.58	26.22	26.87
14	22.61	23.20	23.76	24.35	24.94	25.57	26.20	26.86	27.54	28.22
15	24.35	24.94	25.57	26.18	26.85	27.51	28.19	28.90	29.62	30.36
16	26.18	26.85	27.49	28.18	28.88	29.61	30.35	31.10	31.88	32.68

APPENDIX III

July 1, 2004 through June 30, 2005

	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
GRAD E	1	2	3	4	5	6	7	8	9	10
1	7.89	8.09	8.29	8.49	8.69	8.91	9.13	9.36	9.61	9.82
2	8.69	8.91	9.13	9.36	9.61	9.82	10.07	10.33	10.56	10.84
3	9.13	9.36	9.61	9.82	10.07	10.33	10.56	10.84	11.09	11.39
4	9.61	9.82	10.07	10.33	10.56	10.84	11.09	11.39	11.65	11.94
5	10.56	10.84	11.09	11.39	11.65	11.94	12.24	12.54	12.85	13.16
6	11.65	11.94	12.24	12.54	12.85	13.16	13.49	13.83	14.17	14.52
7	12.54	12.85	13.16	13.49	13.83	14.17	14.52	14.87	15.23	15.60
8	13.49	13.83	14.17	14.52	14.87	15.23	15.60	16.02	16.40	16.83
9	14.17	14.52	14.87	15.23	15.60	16.02	16.40	16.80	17.21	17.64
10	14.87	15.23	15.60	16.02	16.40	16.80	17.21	17.64	18.06	18.51
11	15.60	16.02	16.40	16.80	17.21	17.64	18.06	18.51	18.98	19.44
12	16.40	16.80	17.23	17.64	18.06	18.51	18.98	19.44	19.94	20.44
13	17.21	17.64	18.06	18.51	18.98	19.44	19.94	20.44	20.93	21.46
14	18.06	18.51	18.98	19.44	19.94	20.44	20.93	21.46	21.97	22.53
15	19.44	19.94	20.44	20.93	21.46	21.97	22.53	23.06	23.66	24.23
16	20.93	21.46	21.97	22.53	23.06	23.66	24.23	24.84	25.44	26.08
	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
GRAD E	11	12	13	14	15	16	17	18	19	20
1	10.07	10.33	10.56	10.84	11.12	11.40	11.68	11.97	12.27	12.58
2	11.09	11.39	11.65	11.94	12.24	12.55	12.87	13.18	13.51	13.85
3	11.65	11.94	12.24	12.54	12.85	13.17	13.50	13.85	14.19	14.55
4	12.24	12.54	12.85	13.16	13.49	13.83	14.18	14.53	14.89	15.26
5	13.49	13.83	14.17	14.52	14.87	15.23	15.62	16.00	16.40	16.81
6	14.87	15.23	15.60	16.02	16.40	16.82	17.23	17.66	18.10	18.55
7	16.02	16.40	16.80	17.21	17.64	18.08	18.53	19.00	19.47	19.96
8	17.21	17.64	18.06	18.51	18.98	19.46	19.95	20.44	20.95	21.48
9	18.06	18.51	18.98	19.44	19.94	20.43	20.93	21.46	21.99	22.54
10	18.98	19.44	19.94	20.44	20.93	21.45	21.98	22.52	23.09	23.66
11	19.94	20.44	20.93	21.46	21.97	22.52	23.09	23.66	24.24	24.85
12	20.93	21.46	21.97	22.53	23.06	23.64	24.23	24.84	25.46	26.10
13	21.97	22.53	23.06	23.67	24.23	24.84	25.45	26.09	26.74	27.41
14	23.06	23.66	24.23	24.84	25.44	26.08	26.72	27.40	28.09	28.78
15	24.84	25.44	26.08	26.70	27.39	28.06	28.75	29.48	30.21	30.97
16	26.70	27.39	28.04	28.74	29.46	30.20	30.96	31.73	32.52	33.34