

TABLE OF CONTENTS

THE 2009-2010 WHITE COLLAR/FOOD SERVICE AGREEMENT

Article	Title	Page
1	Definitions	3
2	General Provisions	5
3	Recognition	6
4	Association Duties & Obligations	6
5	Association Rights	7
6	Education Support Professional Rights	9
7	Grievance Procedure	13
8	Recruitment/Selection Process - White Collar	16
9	Recruitment/Selection Process - Food Service	18
10	Reclassification	19
11	Evaluation	21
12	Involuntary Adjustment of Work	22
13	Lay Off	24
14	Discipline & Dismissal for Misconduct	26
15	Hours of Work	28
16	Wages	30
17	Professional Development	31
18	Fringe Benefits	32
19	Holidays	34
20	Leaves of Absence With Pay	34
21	Leaves of Absence Without Pay	39
22	Separation Benefits	40
23	Health Examination	41
24	Waiver	41
25	Negotiations	42
26	Shared Decision Making & Charter Schools	43
27	Duration of Agreement	43
Appendix I - White Collar & Food Service Classification List		44
Appendix II – 2009-2010 Wage Scale		48

TABLE OF CONTENTS in Alphabetical Order

THE 2009-2010 WHITE COLLAR/FOOD SERVICE AGREEMENT

Article	Title	Page
4	Association Duties & Obligations	6
5	Association Rights	7
1	Definitions	3
14	Discipline & Dismissal for Misconduct.....	26
27	Duration of Agreement	43
6	Education Support Professional Rights	9
11	Evaluation	20
18	Fringe Benefits.....	32
2	General Provisions.....	5
7	Grievance Procedure.....	12
23	Health Examination	41
19	Holidays	33
15	Hours of Work	28
12	Involuntary Adjustment of Work.....	22
13	Lay Off.....	24
20	Leaves of Absence With Pay	34
21	Leaves of Absence Without Pay	39
25	Negotiations	41
17	Professional Development	31
10	Reclassification.....	19
3	Recognition.....	6
9	Recruitment/Selection Process - Food Service.....	18
8	Recruitment/Selection Process - White Collar	15
22	Separation Benefits	40
26	Shared Decision Making & Charter Schools.....	42
16	Wages.....	30
24	Waiver.....	41
Appendix I - White Collar & Food Service		
	Classification List	44
Appendix II – 2009-2010 Wage Scale.....		48

ARTICLE ONE

DEFINITIONS

- 1-1** The term **ASSAULT** shall mean unlawfully causing any physical injury to another; intentionally placing another in reasonable apprehension of imminent physical injury through verbal or physical means (initiating/hazing, threats/intimidation, bullying); knowingly touching another with intent to injure, insult, or provoke such person. An assault does not require actual physical contact.
- 1-2** The term **ASSOCIATION** shall mean the Tucson Education Association. Wherever the term Association is used it is understood that the president of the Association or his/her designee acts for the Association.
- 1-3** The term **BARGAINING UNIT** shall mean all regularly assigned part-time and full-time personnel employed in a classification listed in Appendix I, excluding confidential, temporary, initial probationary employees, substitutes and other employees designated by the Board.
- 1-4** The term **BOARD** shall mean the Governing Board of the Tucson Unified School District.
- 1-5** The term **BREAKS** shall mean a specified uninterrupted paid period as described in Article 15-2 of this Agreement.
- 1-6** The term **CHARTER SCHOOL** shall mean a public school established with the TUSD Governing Board as its sponsor, pursuant to Title 15 of the Arizona Revised Statutes.
- 1-7** The term job **CLASSIFICATION** shall mean a designated title for like positions.
- 1-8** The term **DATE OF HIRE** shall mean the most recent date an individual is employed in a regular position, exclusive of temporary and/or substitute employment.
- 1-9** The term **DAY(s)** shall mean working days. Working days are considered to be those exclusive of holidays and weekends. During the summer, working days will be those when the District's Central Administrative Offices are open for business with the public.
- 1-10** The term **DEMOTION** shall mean a change in assignment of ESP(s) from a position in one classification to a position of another classification having a lower salary grade.
- 1-11** The term **DISTRICT** shall mean the Tucson Unified School District.
- 1-12** The term **EDUCATION SUPPORT PROFESSIONAL (ESP)** shall mean an employee hired to fill a part-time or full-time position in a job classification listed in Appendix 1, and any other positions created during the term of this agreement, for whom the Association negotiates, excluding confidential, temporary, initial probationary employees, substitutes, and other employees designated by the Board.
- 1-13** The term **EMERGENCY** shall mean an event which a reasonable, prudent person could not have reasonably prepared for and foreseen.
- 1-14** The term **FAMILY** shall mean parents, foster parents, step-parents, spouse, child, brother, sister, mother-in-law, father-in-law, aunt, uncle, grandparents, grandchildren, a child to whom the ESP stands in place of a parent, or anyone in the metropolitan Tucson area for whom the ESP has or shares a major financial responsibility and is an established resident within the household.
- 1-15** The term **FTE** shall mean full-time equivalent.
- 1-16** The term **FULL-TIME** shall mean working 30 to 40 regularly assigned hours per week.

- 1-17** The term **GRIEVANCE** shall mean an alleged violation, misinterpretation, or inequitable application of the terms or conditions of this Agreement.
- 1-18** The term **LAYOFF** shall mean a loss of regular employment with the District.
- 1-19** The term **LETTER OF DIRECTION** shall mean a letter from a supervisor to an ESP specifying certain directions to be followed.
- 1-20** The term **LUNCH PERIOD** shall be defined as a duty-free unpaid period of at least one-half (1/2) but no more than one (1) hour, scheduled as near as practical to the middle of an ESP's work shift.
- 1-21** The term **MENTAL HARASSMENT** shall mean to bother or torment repeatedly and persistently.
- 1-22** The term **PART-TIME** shall mean working 20 or more regularly assigned hours per week, but less than 30 regularly assigned hours per week. Food Service employees hired before July 1, 1995, and who work less than twenty (20) regularly assigned hours per week are also considered part-time employees. These less than four hour Food Service employees are not eligible for sick and personal leave, holiday pay, and insurance benefits listed in this Agreement.
- 1-23** The term **PERSONNEL FILE(S)** shall include those files in the possession of the ESP's supervisor which contain information concerning an ESP, exclusive of the supervisor's personal notes regarding the ESP's performance/conduct. The Personnel File maintained by the Exec. Director of Human Resources or Director of Food Service shall be considered the official personnel file.
- 1-24** The term **INITIAL PROBATION** shall mean a period of sixty (60) days from the initial date of employment in a regular bargaining unit position with the management option of extending probation, based on written evaluation, by an additional sixty (60) days. Management may also waive the probation period.
- 1-25** The term **PROMOTION PROBATION** shall mean a period of sixty (60) days from the initial date of promotion in a regular position with the management option to extend probation, based on written evaluation, by an additional sixty (60) days. Management may also waive the probation period.
- 1-26** The term **PROFESSIONAL DEVELOPMENT** shall mean the voluntary participation by ESPs in any approved activity (as defined in Article 17) and selected by the individual. Professional development hours count for salary step credit.
- 1-27** The term **PROMOTION** shall mean a non-temporary change in an ESP's job classification that would result in a higher pay grade.
- 1-28** The term **RECLASSIFICATION** shall mean a non-temporary placement of an individual in a different job classification, under the procedures set forth in Article 10.
- 1-29** The term **REGULAR POSITION** shall mean a part-time or full-time Assignment within a classification of the bargaining unit which is not temporary. Person(s) selected to fill such positions are regular ESPs.
- 1-30** **THE TERM REPRESENTATIVE SHALL MEAN ANY TEA MEMBER THAT IS DESIGNATED BY THE ASSOCIATION TO PERFORM A FUNCTION FOR THE ASSOCIATION. UPON REQUEST, THE TEA PRESIDENT SHALL PROVIDE NOTIFICATION OF SUCH REPRESENTATIVES.**
- 1-31** The term **SCHOOL COUNCIL** shall mean the body of stakeholder representatives including site administration, faculty and staff, parents/guardians of pupils who attend the school, community representatives, and/or students.

- 1-32** The term **BARGAINING UNIT SENIORITY** shall mean the total number of years of uninterrupted service in a regular classification in the bargaining unit. However, seniority will not accrue during unpaid leaves of absence.
- 1-33** The term **DISTRICT SENIORITY** shall mean the total years of uninterrupted service calculated from the ESP's most recent date of hire with the District in a regular position. However, seniority will not accrue during unpaid leaves of absence.
- 1-34** The term **SHARED DECISION-MAKING** shall mean the process of decision making at a worksite in which decision making is shared by the site administrator(s), teachers, parents/guardians and ESPs within the framework of each site's school council and Governing Board Policy. Shared decision-making shall be synonymous with the term site based decision-making. Shared decision-making is designed to comply with the decentralization provisions stated in the 1994 Arizona revised statutes (ARS 15-351).
- 1-35** The term **STAFF DEVELOPMENT** shall mean the required participation by ESPs in in-service activities. Staff development hours shall not count toward Professional Development credit unless ESPs use personal time.
- 1-36** The term **SUBSTITUTE** shall mean a person hired for an unspecified period of time to replace a regular ESP who is absent (not on a board-approved, unpaid leave of absence), with no guarantee of continuous work-site or hour assignment. It is not the intent of the District to use substitutes in place of filling a vacancy.
- 1-37** The term **SUPERVISOR** shall mean a person in a position designated by the Governing Board as supervisory/exempt or administrative.
- 1-38** The term **TEMPORARY EMPLOYEE** shall mean a person in a white collar classification hired for a period of employment not to exceed ninety (90) days in a year from the most recent date of hire. An ESP hired into a regular position shall have his/her temporary service applied to the completion of his/her probationary period, provided that there is no change in classification or worksite; however, the temporary period shall not be included in the bargaining unit seniority.

The ninety (90) day time limitation for employment of temporary ESPs does not apply to teacher assistants whose positions depend upon enrollment or temporary ESPs replacing persons on leaves of absence.
- 1-39** The term **TRANSFER** shall mean a change in worksite that entails no change in rate of pay and that involves a regular ESP.
- 1-40** The term **VACANCY** shall mean a regular position which has not been eliminated and has previously been held by a member of the bargaining unit or a newly created bargaining unit position which is not filled administratively through the layoff process, returning from leave, demotion, involuntary transfer processes or assignment in accord with ADA.
- 1-41** The term **WORK WEEK** shall be a seven (7) consecutive calendar day period.

ARTICLE TWO

GENERAL PROVISIONS

2-1 Savings Clause

The Board and the Association recognize that the Board has certain powers, discretions and duties that under Federal law, the Constitution and Laws of the State of Arizona may not be delegated, limited to or

abrogated by an Agreement with any party. Accordingly, if any provision of this agreement or any application to any ESP covered hereby shall be found contrary to law, such provision or application shall have effect in the law only to the extent permitted by law, but all other provisions or applications of this Agreement shall nevertheless continue in full force and effect. The Association and District shall immediately reopen negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

2-2 Discrimination

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

2-3 District Rights

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

2-4 Alteration

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

ARTICLE THREE

RECOGNITION

- 3-1 The District recognizes the Association as the exclusive representative of ESPs as defined in Article One, and will negotiate terms and conditions of employment with the Association.
- 3-2 The District will print under the same cover the White Collar/Food Service and Consensus Agreements for employees in the bargaining units thirty (30) calendar days from the date of Board ratification. 500 copies of the employee agreements will be provided to the Association for distribution. Upon request, the District shall provide a copy to each new employee hired during the year. The Association shall pay \$175 towards the cost of printing the employee agreements, and should they request additional copies during the term of this agreement, the cost will be paid by the Association. All bargaining unit agreements are available on the TUSD website.

ARTICLE FOUR

ASSOCIATION DUTIES AND OBLIGATIONS

- 4-1 As the exclusive representative of ESPs as defined in Article 1-1, Tucson Education Association (TEA) is obligated to represent all ESPs 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 ESPs. Documents communicated through the District's internal mail system may not include defamatory material or advocate insubordinate acts.

5-3 Information - Seniority List

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

5-4 Payroll Deduction

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

Board against any actions taken by any person for making any payroll deductions as specified in this Article 5-4.

5-5 Association Representatives

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

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

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

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

5-6 Access

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

5-7 Consultation

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

Each committee shall be composed of eight (8) members, four (4) members appointed by the

Superintendent and four (4) members appointed by the TEA president. The committees will begin meeting no later than October 1 of each school year. Each committee will provide, upon request, a quarterly update to the superintendent, and will present its findings and recommendations to the Superintendent and TEA. The joint committees will forward their recommendations to the TUSD and TEA bargaining teams for consideration in future negotiations.

5-8 Job Descriptions

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

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

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

- A.** The name, position title, worksite and FTE of a new hire ESP hired by the District within 20 days of the date the individual is processed by the Human Resources Department or the date the Board approves the appointment, whichever is earlier;
- B.** List of all terminations, resignations, retirements, leaves of absence and any other separations by the third Wednesday of each month;
- C.** List of all completed transfers, promotions, demotions, recall, returning from leave of absence, by the third Wednesday of each month.
- D.** List of all ESPs who have had an increase or decrease in assigned hours (indicate change in hours) by the third Wednesday of each month.
- E.** List of all temporary/hourly ESPs and substitutes, including name, position and site, upon request of the Association.

5-11 Association President and Vice President

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

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

ARTICLE SIX

EDUCATION SUPPORT PROFESSIONAL RIGHTS

6-1 Personnel File

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

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

- C. No derogatory material regarding an ESP's conduct shall be placed in the personnel file unless the ESP has been given the opportunity to review all material and an opportunity to indicate such review was completed by signing the documents. Signature shall not indicate agreement with the documents, only that a review has been completed. A written signed response to the materials may be completed by the ESP within ten (10) days and this response will be attached and placed in the personnel file. An ESP may provide a representative with a signed, dated permission statement allowing a specific designated representative to have access to and copy at reasonable cost the content of the ESP's official personnel file. Such permission shall be for a specific duration of time with a fixed termination date never longer than ten (10) days from the date of the signed permission statement. All representatives shall process such statements through the Executive Director of Human Resources or the Director of Food Service prior to access to the ESP's official personnel file.
- D. Grievance and materials related to grievance proceedings shall not be kept in the ESP's personnel file. Exceptions to this would be:
 - 1. Personnel Action Forms;
 - 2. Adjustments to issued reprimand letters;
 - 3. Copies of grievance settlements stipulating the settlement in lieu of a Personnel Action Form.

6-2 Association Representation

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

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

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

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

6-3 Complaints

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

6-4 Nepotism

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

6-5 Discrimination

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

6-6 Political Action

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

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

6-7 Outside Employment

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

6-8 Lawsuits and Liability

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

6-9 Break Area

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

6-10 Policy Handbook - Food Service

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

6-11 Use of District Property

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

6-12 Student Supervision

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

- D. When an ESP and the site administrator have mutually determined that the ESP is in imminent physical danger through verbal, written or physical assault, the ESP may be allowed up to two (2) days leave not charged to the ESP.

6-13 Seniority Tie Breaker

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

6-14 Physical Facilities

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

6-15 Substitutes

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

6-16 Job Description

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

6-17 Health Office Coverage

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

6-18 Individuals With Disabilities

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

ARTICLE SEVEN

GRIEVANCE PROCEDURE

- 7-1**
- A. The District and the Association acknowledge that it is usually most desirable for an ESP and his/her immediate supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the ESP, 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 ESP 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 ESP is not assigned to an individual school, the immediate supervisor is deemed to be the administrator by whom the ESP is evaluated.
- 7-3 Level One**
- A. An ESP 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 ESPs, 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 EPS'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 ESP 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 ESPs on leave status lasting over twelve (12) months will be considered vacancies and will be posted. When it is known a leave will extend beyond twelve (12) months, the position may be posted after the end of the eleventh (11) month.
 - 2. All vacancies shall be filled within twenty (20) days from close of posting except as provided in 3 below.
 - 3. Vacancies occurring within ninety (90) days of the end of the school year may be filled by temporary/hourly ESPs for the balance of the school year.

8-2 Job Vacancy Notices

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

8-3 Transfer/Promotion Eligibility

A. Eligibility for Promotion

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

B. Eligibility For ESP Initiated Transfers

To be eligible for a transfer, an ESP:

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

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

8-4 Application

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

- B. An ESP wishing to transfer to a vacant position elsewhere in the District in his/her same classification, shall submit a letter of intent to Human Resources on or before the closing date of the position, and shall be interviewed for the position if eligible.
- C. Applications or letter of intent to transfer which are processed through U.S. or District mail and are not received in Human Resources on or before the closing date will not be considered. It is not the responsibility of Human Resources for any lost applications unless the applicant can establish the application or letter of intent was placed in the possession of Human Resources on or before the closing date of the advertisement.

8-5 Candidate Selection

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

8-6 Interview Process

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

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

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

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

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

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

8-7 Promotion

- A. The new wage rate for a promoted ESP will be the step in the new grade level that is closest to a ten percent (10%) increase, but not less than ten percent (10%).

- B. All promotion/transfer decisions may be grieved.
- C. An ESP who fails the promotional probationary period shall be allowed to return to his/her previous classification if there is an available position. If not, the ESP shall be assigned to any vacant position for which he/she qualifies and retain rights to return to the classification held prior to the promotion in accord with Article 12.

8-8 Voluntary Demotion

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

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

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

8-9 Site Priorities

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

ARTICLE NINE

RECRUITMENT/SELECTION PROCESS - Food Service

9-1 Job Vacancy Notices

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

9-2 Applicant Preference

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

9-3 Probation

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

9-4 Promotion

- A. The new wage rate for a promoted ESP will be the step in the new grade level that is closest to a 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 ESP will be charged a reasonable rate for copies of documents provided.
- D. An ESP who fails the promotional probationary period shall be allowed to return to his/her previous classification if there is an available position. If not, the ESP shall be assigned to any vacant position for which he/she qualifies and retain rights to return to his/her previous position in accord with Article 12.

9-5 Voluntary Demotion

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

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

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

9-6 Site Priorities

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

ARTICLE TEN

RECLASSIFICATION

10-1 Purpose

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

10-2 Procedure

- A.** An ESP who feels that his/her position has undergone a significant change in the kinds of duties, level of responsibility, and/or requirements shall submit a request for review of his/her position by filling out a Position Analysis Form available from the Human Resources Department. Once the Position Analysis Form is submitted to the supervisor, he/she has ten (10) days to complete his/her portion and return it to the ESP. If the supervisor does not return the form within the stated timeline, the ESP shall forward the form to the Human Resources Department and the process will continue.
- B.** If the Human Resources Department performs an independent position audit, the ESP may also appeal the allocation as defined in 10-3 below.
- C.** An ESP's position will not be reviewed more than once every two (2) years.
- D.** The definition of classifications or the assignment of a classification to a pay grade on the wage schedule are matters left to the sole discretion of the District.
- E.** Within thirty (30) days of receipt of the analysis form, Human Resources shall inform the ESP of receipt. A meeting will be scheduled within thirty (30) days of notification to review his/her classification. The review may include but not be limited to:
 - 1.** Position Description Questionnaire;
 - 2.** Interviews;
 - 3.** Work Observation.
- F.** Thirty days following an individual ESP's classification review by the Human Resources Department, the ESP shall be notified in writing of the decision. If Human Resources needs to extend the timeline, the ESP shall be notified in writing of the need for such an extension. Said timelines do not apply to reclassifications submitted to an outside consultant.

10-3 Appeal

If the ESP disagrees with Human Resources' decision he/she shall within twenty (20) days appeal the decision by corresponding with the Human Resources Executive Director, 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 ESP informing the ESP 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 ESP is reclassified to a higher grade, the new wage rate for the reclassified ESP will be the step in the new grade level that is closest to a ten percent (10%) increase, but not less than ten percent (10%).
- B.** An ESP shall not suffer a reduction in wages when the ESP's classification is changed to a lower grade. The ESP shall be placed at the step which is equivalent to the current rate of pay in the old classification, or frozen at his/her current rate of pay in the same classification (red-circled).

ARTICLE ELEVEN

EVALUATION

11-1 Purpose

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

11-2 Evaluation Process

- A. The administrator and/or immediate supervisor shall give a copy of the form to all ESPs, upon request.
- B. Evaluation forms shall be completed by the administrator and/or immediate supervisor, discussed with the ESP in a conference, and signed by both. At least one evaluation per year shall be completed prior to May 13 for less than 12 month ESPs and prior to June 10 for 12 month ESPs. The original shall be retained in the ESP's file, a copy kept by the immediate supervisor, and a copy given to the ESP within five (5) days of the evaluation conference.
- C. **Teacher Assistant Evaluation**
A teacher shall have input into his/her assigned teacher assistant's evaluation at least one (1) time per year. The site administrator is responsible for the evaluation.
- D. Evaluation conferences shall be held in private away from the presence of pupils, parents, other ESPs, or the public. However, other individuals who are responsible for coordination of an ESP's activities may participate in that ESP's evaluation conferences.

11-3 ESP's Signature

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

11-4 Rebuttal

An ESP 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.

11-5 Recommendations for Improvement

- A. Recommendations for improvement shall be provided to ESPs upon recognition of any deficiencies. Recommendations for improvement shall be offered in writing to guide the ESP toward the solution of such deficiencies.
- B. In the event an evaluation results in specific written recommendations for improvement, the ESP and supervisor shall meet within fifteen (15) days to determine a plan of action for meeting the recommendations of improvement. Follow-up evaluations will address progress or lack of progress in areas in need of improvement.
- C. Recommendations for improvement shall not be based on any modifications to an ESP's job description if the District failed to notify the ESP of the modification as described in 6-16-A or to provide training as required in 6-16-B within 90 days of the modification.

11-6 Additional Evaluations

In addition to District-initiated evaluations, ESPs shall be provided up to two (2) additional evaluations in a year upon request of the ESP.

11-7 Surveillance

The use of eavesdropping or surveillance methods will not be used for conducting evaluations of ESPs. 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 ESPs or students have a reasonable expectation for privacy.

11-8 Dismissal or Demotion

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

11-9 Pre-Termination Hearing

Prior to termination for performance deficiencies, a hearing will be held. An ESP 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 ESP and Human Resources and/or Food Service Central Office. If termination is initiated, this decision will be communicated to the ESP by certified mail and a Personnel Action Form will be submitted to Human Resources. The ESP 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 ESPs in the affected classification at the site shall be laid off. If additional reduction is necessary after attrition and the layoff of temporary and/or substitute ESPs, then ESPs may be reduced in hours or months of employment, transferred, or laid off in accord with this Agreement. No involuntary adjustment of work shall be arbitrary, capricious, or without basis in fact. An involuntary adjustment of work shall not be used as a substitute for evaluation or disciplinary action.

12-2 Involuntary Transfer/Involuntary Work Adjustment

- A. If it becomes necessary for the District to involuntarily transfer an ESP or initiate an involuntary work adjustment, the following will apply:
 - 1. An affected ESP 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 ESP(s) in the classification shall be reassigned to a vacated position within his/her classification, and there is no guarantee that an ESP will retain the same number of months, hours, shift or days of work when transferred. Under no circumstances will an ESP be offered a position of less than four (4) hours per day.
 - 3. ESPs 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 ESP will retain the same number of months, hours, shift or days of work when transferred. Under no circumstances will an ESP 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. ESPs 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. ESPs 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 choose to: a) relocate with the student, provided the position continues to be budgeted; or b) exercise his/her seniority in accord with Article 12-2.
- C. If an involuntary transfer within the same classification is not available, the ESP will be given the option of transferring to a vacant position in a comparable classification in which the ESP 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 ESP transferred in this process is not guaranteed the same number of months, days, or hours in the new assignment. Under no circumstance will an ESP be offered a position of less than four hours per day.
- E. In the event there is more than one ESP requiring involuntary placement to a different classification, then District-wide seniority will be utilized in determining seniority preference for placement. The ESP 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 ESP 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 ESP 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 ESP 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 ESP 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 ESPs involuntarily transferred within the prior twelve (12) months, with the exception of ESPs 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. ESPs 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. ESPs assigned to a different classification or demoted from the same classification as the vacancy.
 3. ESPs reduced in hours from full-time to part-time, if vacancy is a full-time position within same classification.
 4. ESPs 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) ESP is eligible to return, the ESP with the most District seniority will have first choice in placement. Each subsequent ESP will be given the same opportunity until the last person with the lowest seniority is reassigned to the last vacant position. An ESP shall have five (5) days from the date the notification is signed to respond to an offer to return. If an ESP 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 ESP transferred for any reason.

Human Resources will be responsible for generating computerized listing(s) to include the ESP(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 ESP on a short term temporary basis, the District will identify ESPs throughout the District that can be transferred. Each site administrator will submit a list to Human Resources with the name(s) of ESP(s) that can be transferred. ESP(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 ESPs occupying the affected classifications at the site shall be laid off first. Order of Layoff shall be in the inverse order of District seniority within the affected classification, except for new hires selected in the "New School" process.
- B.** The District shall notify the Association and affected ESP(s) of a layoff as far in advance as possible, but at least two (2) weeks in advance.
- C.** An employee outside the White Collar/Food Service bargaining unit whose position is being eliminated and who has previously held a White Collar/Food Service bargaining unit position, may exercise his/her length of service gained while a White Collar/Food Service bargaining unit employee to claim a vacancy created under B above.
- D.** An ESP laid off shall be recalled to his/her classification in the inverse order of layoff before a position within the affected classification is filled by promotion or initial hiring.

13-2 Recall

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

13-3 ORDER OF RECALL

- A. Before any vacant full-time, twelve (12) month position is filled pursuant to Article 8 (Recruitment/Selection), the position shall be offered to laid off full-time, twelve (12) month ESPs who meet the minimum qualifications. Laid off individuals shall be recalled in order of District seniority. Recall of any full-time, twelve (12) month ESP to a position of less than full-time, twelve (12) months shall not eliminate the right of recall to a full-time, twelve (12) month position during the twelve (12) month period following recall.
- B. **Promotion**
Under no circumstances will recall to a position result in a promotion.

13-4 Insurance Coverage and Continuation

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

13-5 LAY OFF PROTECTION

- A. All regular part-time and full-time ESPs hired on or before **AUGUST 16, 2004**, shall not be laid off.
- B. An ESP on layoff status is entitled to compete for any posted vacancy, provided he/she meets the qualifications. An ESP accepting a lower grade position shall retain recall rights in the position

affected by the reduction. An ESP recommended for a position that would result in a promotion must notify the Human Resources Department within ten (10) days following the assignment to the new position if he/she wishes to retain recall rights to the classification from which he/she was laid off. Failure to notify the Human Resources Department will result in the loss of recall rights to the previous classification.

13-6 CONTRACTING OUT

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

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

ARTICLE 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 ESP 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.
- D.** After six months from the date of the letter of direction, at the written request of an ESP, the letter of direction shall be removed from the files of the principal/supervisor and the principal's supervisor provided that both of the following conditions are met:
 - 1.** The action leading to the letter of direction, or any related action, has not been repeated in a six-month period following the letter of direction;
 - 2.** No other letter of direction has been placed in the employee's file(s) in a six-month period following the letter of direction.

14-3 Progressive Discipline

- A.** Progressive discipline means that progressively more severe penalties may be imposed on an ESP when related offenses are repeated.
- B.** Progressive discipline does not require that each penalty be more severe than the immediate preceding 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 ESP 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 ESP 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 14-6 of this Article, the District shall utilize progressive discipline in dealing with its ESPs. Prior to issuance of reprimands for minor kinds of behavior deficiencies or offenses, supervisors will informally counsel and instruct ESPs 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 Whenever disciplinary action is taken against an ESP, the ESP may appeal by filing a grievance at Level III within ten (10) days.

14-5 Written Reprimand Retention

At the request of the ESP, 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 .

14-6 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 ESP without pay and/or termination.

14-7 Reprimand Process

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

14-8 Written Reprimand I

When a supervisor determines that a reprimand is warranted for unsatisfactory behavior, the supervisor will so notify the ESP 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 ESP's official personnel file, one copy will be given to the ESP, and one copy will be retained by the supervisor.

14-9 Written Reprimand II

If further infraction(s) occur warranting further discipline, the supervisor will so notify the ESP 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 ESP, one copy will be retained by the supervisor, and a copy will be placed in the ESP's official personnel file.

14-10 Suspension

If infraction(s) persist(s) warranting further discipline, the ESP will be so notified and a meeting scheduled to give the ESP 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 ESP and a copy will be placed in the ESP's official personnel file.

14-11 Pre-Termination Hearing

Prior to termination for misconduct, a hearing will be held. An ESP 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 ESP and the Human Resources Department and/or Food Service Central Office. If termination is initiated, this decision will be communicated to the ESP by certified mail and a Personnel Action Form will be submitted to Human Resources Department. The ESP 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 ten (10) days after receiving the decision.

14-12 Association Representation

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

14-13 Participation

ESPs 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.

14-14 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 ESP.

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 ESPs 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	Breaks
From 4 to less than 6-1/2 hours	one 15 minute break
From 6-1/2 to 8 hours	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, ESPs 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 ESP 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 ESP's regular rate of pay.

15-4 Call Back Pay

ESPs 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 ESP's regular wage.

15-5 Overtime/Compensatory Time

- A.** At the District's discretion, ESPs 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 ESP's supervisor.
- B.** Any period worked beyond forty (40) hours of the ESP's scheduled work week must be authorized in writing by the immediate supervisor, following administrative procedures, prior to that work period.
- C.** ESPs 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 ESP(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. In-service 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 in-service or training.

15-9 In-service Day or Registration Day - Food Service

During the school year, in-service 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 an 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 three (3) extra workdays in addition to the teaching days. The extra days shall be taken on the preparation days and/or the first three (3) grading days.

ARTICLE SIXTEEN

WAGES

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

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

16-2 Longevity Stipend

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

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

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

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

IN THE 6TH THROUGH 10TH YEAR	20 cents per hour
IN THE 11TH THROUGH 15TH YEAR	35 cents per hour
IN THE 16TH THROUGH 20TH YEAR	40 cents per hour

IN THE 21ST THROUGH 25TH YEAR	65 cents per hour
IN THE 26TH THROUGH 30TH YEAR	75 cents per hour
IN THE 31ST THROUGH 35TH YEAR	85 cents per hour
IN THE 36TH YEAR AND THEREAFTER	95 cents per hour

16-3 SHIFT DIFFERENTIAL

A. White Collar

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

B. Food Service

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

16-4 Working Out of Class

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

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

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

16-5 PAY PLAN PROCEDURE

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

ARTICLE SEVENTEEN

PROFESSIONAL DEVELOPMENT

17-1 ESPs shall receive a maximum of twelve (12) step increases in their grade on the salary schedule for completion of credits/activities, including but not limited to the following:

- A.** Approved credits, including evidence of a passing grade equivalent to a "C" (2.5) or above, received from an accredited community college, college or university or District pre-approved in-service training sessions;
- B.** Attainment of certificates issued by the National Association of Educational Office Personnel (NAEOP) and/or other professional organizations.
- C.** Study groups, conferences, workshops, and trainings that are pre-approved by the office of Professional Development and Academics; and
- D.** Those courses, study groups, and activities that have been approved since July 1, 2002, will continue to be accepted for professional credit.

17-2 When an ESP accumulates four (4) approved credits (60 hours) or a certificate, he/she is eligible to apply for advancement of one step on the salary schedule.

- 17-3** An ESP who has previously received a step increase on the salary schedule may apply for additional step increase(s) on the salary schedule by submitting to the District and/or Food Service Central Office, four (4) approved credits or a certificate, exclusive of credits or certificates previously used for step increase(s). An ESP may move one (1) step per year under this provision.
- 17-4** All credits or certificates submitted to the District and/or Food Service Central Office for a step increase must be earned during the ESP's most recent continuous date of hire with the District. The District and/or Food Service Central Office reserves the right to evaluate the credits or certificates submitted for step increase under the Professional Development Program to determine if the credits or certificates meet the requirement of direct applicability to classifications in the bargaining unit.
- 17-5** If the fourth credit or certificate is earned prior to the ESP's first day of duty in the current fiscal year, the official transcripts must be submitted to the Executive Director of Human Resources and/or Director of Food Service before November 1. Increases in pay under this provision will be made retroactive to the first day of duty in the current fiscal year.
- 17-6** The District and Association shall establish a credit review committee consisting of two (2) members appointed by the Association and two (2) members appointed by the District. The committee shall review all submissions for salary credit.
- 17-7** Should the Association and the District mutually agree that a need exists to form an apprenticeship program, a joint committee shall be formed to establish said program, following Department of Labor regulations. The joint committee shall consist of six (6) members, of whom three (3) shall be appointed by the Association and three (3) by the District, unless otherwise required by the Department of Labor.

ARTICLE EIGHTEEN

FRINGE BENEFITS

18-1 Medical Insurance

- A.** For the **2009-2010** school year, the District shall pay 100% of the cost of the HMO medical premium for District-sponsored single coverage medical insurance for each full-time eligible ESP (as determined by the insurance provider) who elects coverage.
- B.** ESPs who are currently enrolled in POS (previously OAP-High) and PPO (previously OAP-Low) insurance plans shall be allowed to continue that plan for **2009-2010** at District expense if POS and PPO plans are included in the District's insurance program for **2009-2010**. This benefit is available to those ESPs who were enrolled in either the POS or PPO plans as of November 18, 2003. An ESP must be continually enrolled in the POS or PPO insurance plan to be eligible for this benefit. If the ESP opts out or changes plans, the ESP is no longer eligible for this benefit.
- C.** For the **2009-2010** school year only, flex credit is available only to those ESPs who participated in Flex Credit during the 2001-2002 school year and who continue to waive medical insurance coverage without interruption. (No one employed after 2000-2001 is eligible for this benefit.) Said ESPs shall be provided \$1,740 to select from other insurance programs listed in E below, or paid out as income through payroll.
- D.** The District shall make available to each eligible ESP the following optional insurance programs from which an ESP may choose at their own expense.
 - 1.** Dental Insurance;
 - 2.** Income Protection Insurance;
 - 3.** Supplemental Life Insurance;
 - 4.** Vision;
 - 5.** Coverage for spouse and/or dependent children in items 1 and 4 above.

- E.** Part-time eligible ESPs who elect coverage (as determined by the insurance provider) will receive a dollar amount equal to 50% of medical premium referenced in (18-1-A above) to be used for District-sponsored HMO single coverage insurance.
- F.** The District shall cease further contribution to District-sponsored single coverage medical insurance for ESPs who terminate employment before their last duty day of the fiscal year.
- G.** District contribution to the District-sponsored single coverage medical insurance is pro-rated for new ESPs based upon the portion of the contract year the ESP works.
- H.** One ESP selected by the Association shall sit on the insurance committee.

18-2 Health Insurance Benefit Retention

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

18-3 Life Insurance

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

18-4 Mileage Allowance

ESPs who have prior authorization and are required to utilize their own vehicle in the performance of District duties or to transport themselves or District equipment to worksites other than their initially scheduled, regularly assigned worksites shall be reimbursed at the rate established by the Arizona Uniform System of Financial Records (USFR), for miles driven from the permanently assigned worksite(s) to all other sites, including the distance between temporary worksites.

18-5 Meals - Food Service

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

18-6 Payroll Deduction

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

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

18-7 Open Enrollment

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

18-8 Newly Eligible ESPs

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

ARTICLE NINETEEN

HOLIDAYS

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

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

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

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 ESP 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 ESPs covered by this Agreement shall be awarded sick leave benefits (without limit) based on the number of regularly assigned daily hours and accrued at the following rates.

FOR THE 2009-2010 FISCAL YEAR ONLY, ALL ESPS WILL BE ALLOCATED 6 PERSONAL LEAVE DAYS.

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

B. Probationary ESPs may accumulate, but not use sick leave during their initial sixty (60) day probationary period. If the probation is extended, the ESPs may continue to accumulate sick leave and vacation but will only be eligible to take sick leave during this probation extension.

C. All unused personal leave shall be made part of the ESP's accumulated sick leave at the end of each fiscal year.

20-2 SICK LEAVE - USAGE

A. Illness

Sick leave may be used at the ESP's discretion when he/she is too ill to perform the duties of his/her job, or when a member of the family is ill enough to require the ESP's attention, or for verified doctor appointments.

B. ESPs are required to notify their immediate supervisor(s) or designee(s) of a necessary sick leave absence at least one-half (1/2) hour prior to the start of the ESP's work day.

C. A written statement from the treating physician may be required by the District to substantiate an absence due to an ESP's illness or for illness within the ESP's immediate family if the absence is more than three (3) consecutive days duration, or those of less than three (3) days, when there is a reasonable doubt as to the proper use of sick leave.

D. ESPs who leave their assignment before the work day is finished or start their work day late due to illness or medical appointments, will have their absence time charged to sick leave to the nearest quarter hour.

E. Bereavement Leave

In the event of death in the family of an ESP, the ESP may take up to five (5) days of sick leave, plus up to three (3) days necessary travel time, excluding weekends. Additional days may be granted at the discretion of the supervising administrator. All such days taken will be considered sick leave.

F. Special Bereavement Leave

In the event of the death of a student, at least one ESP from the site may be permitted to attend the funeral without loss of leave time or compensation. In the event of the death of a staff member, at least one ESP from the site shall be permitted to attend the funeral without loss of leave time or compensation.

20-3 PERSONAL LEAVE - ACCRUAL

A. At the beginning of every school year each ESP shall be credited with **PERSONAL LEAVE IN ACCORDANCE WITH 20-1-A.**

B. New ESPs whose entry date to the District is other than July 1, will have their personal leave prorated.

C. ESPs assigned to a regular position may accumulate personal leave, but not use it during their initial sixty (60) days of service. This restriction may be extended for an additional sixty (60) days of service at the District's option.

20-4 PERSONAL LEAVE - USAGE

A. Personal leave days may not be taken the day immediately prior to or after a holiday or vacation, unless approved by the immediate supervisor. An ESP planning to use a personal day or days shall notify his/her immediate supervisor at least one (1) day in advance except in cases of emergency. The immediate supervisor may deny personal leave if an emergency occurs and coverage of the ESP's responsibilities cannot be arranged.

B. An ESP with the approval of his/her supervisor may take personal leave during the first week or last week of school, or in the first work week prior to the start of school.

- C. ESPs assigned to a regular position may accumulate personal leave, but not use it during their initial sixty (60) days of service. This restriction may be extended for an additional sixty (60) days of service at the District's option.
- D. ESPs may use personal leave before or after a holiday or vacation for absenteeism for days of religious observation when the need for religious leave is documented.

20-5 VACATION LEAVE - Eligibility

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

20-6 VACATION LEAVE - Accrual

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

20-7 VACATION LEAVE - Usage

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

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

- D. The immediate supervisor shall grant or deny vacation request in writing within ten (10) days of receipt. Denial by a supervisor of an ESP's vacation request shall be put in writing and a copy forwarded to Human Resources.

- E. A twelve (12) month ESP transferring to a less than twelve (12) month position will receive compensation for unused accumulated vacation prior to starting the new assignment.
- F. ESPs having earned vacation may take vacation in increments as approved by the site administrator.

20-8 Transfer of Sick Leave Days

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

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

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

20-9 Jury Duty

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

20-10 Military Leave

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

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

- A. An ESP will use accumulated paid leave for absences due to an industrial injury, not to exceed 100% of their regular pay. The District's Self-Insured Workers' Compensation Trust Fund will also compensate the ESP in accordance with state law. Within four weeks of returning to work, an ESP may make arrangements with Payroll to buy back paid leave used to supplement Workers' Compensation benefits for an on-the-job injury or illness.

- B.** When all paid leave has been exhausted, or when the combination of paid leave and “restricted duty” will exceed six months, the qualifying ESP shall use unpaid Family Medical Leave (FML). At the conclusion of FML, the ESP will be placed on an unpaid, Worker Compensation leave. Family Medical Leave will run simultaneously with the Workers’ Compensation leave.
- C.** ESPs injured on the job may be assigned to work “restricted duty” as recommended by the industrial injury treating physician.
- D.** A combination of paid leaves, restricted duty, and unpaid leaves of absences are not to exceed twelve (12) months for a single on-the-job injury. At twelve months, the position will be released for recruitment.
- E.** When an ESP has been awarded a permanent disability preventing him/her from performing the essential functions of his/her pre-injury job classification, the District will attempt to find a position for which the ESP can qualify and/or in which reasonable accommodations can be made for the disability. In such a placement, regardless of any provisions elsewhere in this Agreement, the ESP will be paid the appropriate rate for the new position. Placement in another position as described in this article will not be considered if the ESP is pending lay-off, suspension or termination, is on a plan for improvement or recommendations to improve, or any type of disciplinary probation.
- F.** The District will adhere to the Arizona Workers Compensation Statute, the Federal Medical Leave Act, and the Americans With Disabilities Act.

20-12 Released Time

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

20-13 Extended Illness or Injury

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

20-14 Medical Leave Assistance Program

- A.** ESPs who have depleted their accrued sick and personal leave as a result of serious illness or injury may request access to the Medical Leave Assistance Program by submitting a form to the Benefits Coordinator asking to receive donations of sick leave from other ESPs. Serious illness or injury is defined as a "non work related" illness or injury that is anticipated to last for the continuous period of time of four or more weeks, as verified by a licensed health care practitioner.
- B.** The donor ESP may donate a maximum of five (5) sick leave days for every thirty (30) days of accumulated sick leave. The donor ESP will designate the donation in the name of the ESP to receive the donation.
- C.** The recipient ESP will be credited with the number of days donated, up to a maximum of one week after their projected return to work. Days donated in excess of this amount will be held in reserve and credited to the ESP only if needed. If not needed, days in excess of one week beyond the original amount requested will be restored to the donor(s). Days of leave, not the actual wage of the donor ESP, will be donated.

- D. No ESP shall be eligible for the Medical Leave Assistance Program after he/she qualifies for long-term or short-term disability coverage.

ARTICLE TWENTY-ONE

LEAVES OF ABSENCE WITHOUT PAY

21-1 Leave of Absence

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

21-2 Short Term Leave

- A. Requests for medical leave shall be in writing and accompanied by a doctor's verification of the illness or disability and projected date of return to work. When an ESP has exhausted his/her paid leave and is medically unable to return to work, he/she shall be allowed up to thirty (30) consecutive days on an off-pay status, with a doctor's excuse. During this off-pay status, the District will continue to pay premiums on its portion of District-sponsored insurance plans in which the ESP was enrolled at the beginning of his/her off-duty pay status. At the end of this period, he/she must return to work (and provide a medical release), or request for a board-approved leave. A short-term leave for personal business may be granted; however, it shall be with loss of pay and shall not exceed thirty (30) days. At the end of this period he/she may request a board-approved leave or return to work.
- B. 21-2, Short Term Leave and 21-3, Family Leave may not be used consecutively.

21-3 Family Leave

- A. An eligible ESP who, at the time leave is effective, has been employed full-time in the District for one year, shall be allowed up to 12 weeks of unpaid leave in a twelve month period, for the following reasons:

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

21-4 Maintenance of Position

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

ARTICLE TWENTY-TWO

SEPARATION BENEFITS

22-1 Separation benefits will be distributed based upon the following requirements. ESPs who meet the criteria for district contributions to the retirement savings plan are not paid through payroll. Rather, the amount of their accrued leave or service stipend is paid directly to the approved 403(b) vendor. Payment shall be included in the last payroll in that fiscal year or within the month of July at the district's option. Those who do not meet the criteria will receive unused leave pay accruals or service stipend through the regular payroll processing.

The eligibility requirements for the retirement savings plan are:

- The employee who is severing employment will receive employer contributions in lieu of compensation if age 55 or older at the time of severance, and,
- The total of the payment for unused leave accruals and service stipends is equivalent to \$3,000 or more.

22-2 Service Stipend

- A.** An ESP legally separating from the District with fifteen (15) or more years of continuous service in the District, will be paid a length of service stipend amounting to .006 times the ESP's annual salary at the time of retirement, times the ESP's years of service.
- B.** If an ESP has fifteen (15) or more years of service in the District but dies before the severance payment is made, said payment shall be paid to the beneficiaries or the estate of the deceased.

22-3 Insurance Conversion for Retired ESPs

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

22-4 Optional Sick Leave Pay at Separation

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

22-5 Restrictions

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

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

22-7 Upon separation, ESPs 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 ESP'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 ESP to have a health examination at District expense. ESPs 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 ESP 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 ESPs.
- 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 ESP 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 ESPs 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 ESPs 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 Purpose

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 legitimately recognized school councils as a foundation of a shared decision-making program. All provisions of this agreement shall continue to be in full force and effect throughout the process.

26-2 Joint Shared Decision-Making Committee

If needed, the TUSD Superintendent and TEA President shall appoint a committee to resolve any issues regarding school councils or any proposed changes to any TUSD policy affecting school council authority. The joint committee shall consist of an equal number of appointees by the TUSD Superintendent and the TEA President.

26-3 School Council Standards

In all cases, school councils must operate according to State and Federal laws and TUSD Board Policy.

26-4 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 ESPs of the charter school shall be ESPs of the District.
- B.** All provisions of this Agreement and the Consensus Agreement shall be in full force and effect at the charter school.

ARTICLE TWENTY-SEVEN

DURATION

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

Shannon Roberts, TUSD/Date

Pernela Jones, TEA/Date

**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	Clerk Typist I
1	421066	Crossing Guard - Cafeteria Worker I
1	42101	FS Site Cashier
1	42102	FS Crossing Guard - Site Cashier
1	42107	FS Cafeteria Worker I
2	42104	FS Cafeteria Worker II
2	421056	Crossing Guard / Cafeteria Worker II
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	42109	FS Catering Worker, Lead
3	42811	Campus Monitor
3	41152	Clerk Typist II
3	41001	Data Input Processor
3	421036	FS Central Cashier
3	42314	HR Employee Records Clerk
3	41116	Magnet Program Clerk
3	41105	Special Education Office Clerk
3	41111	Student Records Clerk
3	44201	Testing Technician (Language)
4	410301	Apprentice LAN Systems Specialist (Starting Pay)
4	42115	HS Finance Office Assistant
4	44501	Library Assistant
4	44511	Library Material Specialist / EMC
4	42501	Mail Clerk
4	44351	Mental Health Assistant
4	44007	Special Needs Aide - Adult

4	44117	Special Needs Aide - Child
4	44005	Therapeutic Pool Assistant
5	44040	Braille Transcriber
5	44601	Community Representative
5	43016	Custodial Screening Technician - FM
5	41004	Data Technician - Language Assessment
5	44301	Health Assistant
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	44003	Teacher Assistant - Exceptional Education
5	41525	Translations Assistant
6	42002	Accounting Technician
6	41172	Administrative Secretary
6	41124	Attendance Specialist
6	45045	Behavior Intervention Monitor
6	42231	Budget Control Assistant
6	44605	Community Representative, Senior
6	44030	Environmental Education Specialist
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	440114	Instructional Specialist - Exceptional Education
6	44002	Instructional Technology Liaison
6	44352	Intervention Technician - Mary Meredith K12
6	42402	Purchasing Clerk II (FS Code: 424026)
6	42461	Resource Specialist
6	42822	School Security Agent
6	44008	Site Network Technician
6	42004	Student Finance Accounts Processor
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	44611	Community Relations Assistant
7	45311	Data Quality Coordinator

7	440021	Except. Educ. Technology/Data Support Specialist
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	410039	WO Help Desk Technician - FM
8	44074	Academic Specialist
8	44720	Career and College Coordinator
8	44562	Cataloguer, Lead
8	41157	Exceptional Education Compliance Technician
8	44024	Instructional Staff Development Specialist
8	44202	Language Assessment Coordinator
8	41050	LAN Developer I
8	41035	LAN Systems Technician
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	42341	Benefits Associate
9	44651	Clothing Bank Coordinator
9	41179	CTE (Career & Tech. Education) Project Specialist
9	42118	District Cashier
9	42861	Engineering Construction Inspector
9	41156	Exceptional Education Compliance Technician, Lead
9	41072	Facilities Data Manager
9	41158	HR Records Associate
9	42116	HS Finance Manager
9	41184	Interscholastics Assistant
9	41155	Payroll Associate
9	41181	School Office Manager
9	41012	Technical Support Specialist II
9	41061	Transportation MIS Programmer Assistant
9	41167	Workers' Compensation Specialist

10	41013	Customer Support Analyst
10	44612	Family Services Project Services Advisor
10	41051	LAN Developer II
10	44029	Provisional Educational Interpreter
11	41131	Attendance Reporting System Analyst
11	41043	Computer Support / Training Specialist
11	43341	Portables Manager - FM
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	Project Development Specialist
13	41036	LAN System Specialist, Lead
13	44710	Mentor Program Specialist
13	41040	Network Security Specialist
13	44073	Prevention / Intervention Specialist
13	41044	Student Management System Analyst/Trainer
13	44661	VIPS Program Coordinator
14	45054	Behavior Specialist
14	41039	E-Mail System Analyst
14	41038	Network Security Systems Analyst
14	41031	Network Systems Coordinator
14	41045	TTS Operations, Senior Analyst
14	41041	WEB System Analyst
15	44311	Nurse - Associate Degreed

APPENDIX II

July 1, 2008 through June 30, 2009

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

