

# **TUCSON UNIFIED** SCHOOL DISTRICT

## **Memorandum of Understanding for Blue Collar Employees**

**Effective July 1, 2022 through June 30, 2024**

**TABLE OF CONTENTS**  
**For the 2022-2024**  
**Terms and Conditions for Blue Collar Employees**

Article	Page
1	Definitions.....3
2	General Provisions .....6
3	AFSCME Duties and Obligations.....7
4	AFSCME Rights .....7
5	Employee Rights.....11
6	Negotiations .....14
7	Joint Committees .....15
8	Waiver.....15
9	No Strike .....15
10	Duration of Memorandum of Understanding for Blue Collar Employees .....16
11	Entire Agreement .....16
12	Grievance Procedure .....16
13	Non-Disciplinary Actions, Discipline and Dismissal for Conduct.....20
14	Evaluation .....23
15	Recruitment/Selection Process.....23
16	Reclassification .....26
17	Involuntary Work Adjustment .....27
18	Lay Off.....29
19	Health Examination .....30
20	Lines of Supervision .....30
21	Health and Safety .....30
22	Work Schedule.....34
23	Transportation .....34
24	Leaves of Absence With Pay .....42
25	Leaves of Absence Without Pay .....48
26	Hours of Work .....50
27	Professional Development Program .....52
28	Fringe Benefits.....52
29	Holidays .....53
30	Separation Benefits .....53
31	Wages.....54
	Ratification .....56
	Appendix I (Job Classification) .....57
	Appendix II (Salary Schedule).....59
	Appendix III (Parent Letter) .....62
	Appendix IV (Bus Conduct Report) .....63
	Appendix V (FMCS petition) .....64
	Appendix VI (Dues Drop Request).....65
	Appendix VII (Volunteer Overtime List) .....66
	Appendix VIII (Safety Suggestion Form) .....67

## ARTICLE ONE

### DEFINITIONS

- 1-1 The term **BARGAINING UNIT** shall mean all regularly assigned part-time and full-time employees in a classification as defined in Appendix I and excluding supervisory, temporary, substitute, and initial probationary employees.
- 1-2 The term **BARGAINING UNIT SENIORITY** shall mean the total length of uninterrupted service in a regular part-time or full-time classification in the bargaining unit. However, seniority shall not accrue during unpaid leaves of absence, with the exception of a leave of absence pursuant to Article 25-2-A5 and 25-2-F.
- 1-3 The term **BOARD** shall mean the Governing Board of the Tucson Unified School District No. One.
- 1-4 The term **BREAK** shall mean a specified uninterrupted paid, duty-free period during the workday.
- 1-5 The term **JOB CLASSIFICATION** is a designated title for like positions, as set forth in Appendix I and hereinafter referred to as classification.
- 1-6 The term **JOB DESCRIPTION** shall mean the official definition of the type and level of duties and responsibilities, and the minimum qualifications required for the position.
- 1-7 The term **CLASSIFICATION SENIORITY** shall mean the total length of service in a regular part-time or full-time classification.
- 1-8 The term **DATE OF HIRE** shall mean the most recent date an individual is employed in a regular part-time or full-time position, exclusive of temporary/substitute employment.
- 1-9 The term **DAY(s)** shall mean working days.
- 1-10 The term **DEMOTION** shall mean a change in assignment of an employee from a position in one classification to a position in another classification having a lower salary grade.
- 1-11 The term **DISTRICT** shall mean the Tucson Unified School District No. One.
- 1-12 The term **DISTRICT SENIORITY** shall mean the total length of uninterrupted service calculated from the employee's most recent date of hire with the District in a regular part-time or full-time position.
- 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 **EMPLOYEE** shall mean a person hired to fill a budgeted part-time or full-time position in a classification, (excluding temporary, substitute, supervisory, or initial probationary employees).

- 1-15** The term **FULL-TIME** shall mean working 30 to 40 regularly assigned hours per week.
- 1-16** The term **GRIEVANCE** shall mean an action filed by an employee alleging a violation, misinterpretation, or inequitable application of the terms and conditions of this MOU.
- 1-17** The term **INITIAL PROBATION** shall mean a period of ninety (90) continuous workdays from the initial date of employment in a regular bargaining unit position. Management has the option of extending probation (based on written evaluation) by an additional ninety (90) continuous workdays. Management may also waive the probation period.
- 1-18** The term **LAYOFF** shall mean a loss of regular employment with the District due to lack of available work.
- 1-19** The term **LUNCH PERIOD** shall be defined as a duty-free unpaid period of at least one-half (1/2) but no more than one (1) hour, scheduled as near as practical to the middle of an employee's work shift.
- 1-20** For the purpose of representation only, the term **MEMBER** shall mean employees who are dues paying members of AFSCME.
- 1-21** The term **PART-TIME** shall mean working 20 or more regularly assigned hours per week, but less than 30 regularly assigned hours per week.
- 1-22** The term **PHYSICAL ASSAULT** shall mean intentionally, knowingly, or recklessly causing physical injury to another person.
- 1-23** The term **PROMOTION** shall mean a non-temporary change in job classification that would result in a higher pay grade.
- 1-24** The term **PROMOTION PROBATION** shall mean a period of ninety (90) continuous workdays from the initial date of promotion in a regular bargaining unit position. Management has the option to extend probation (based on written evaluation) by an additional ninety (90) continuous workdays.
- 1-25** The term **RECLASSIFICATION** is a process by which an employee's position is evaluated to determine whether it is appropriately classified.
- 1-26** The term **REGULAR POSITION** is a position within a classification of the bargaining unit which is assigned to a particular site or department, and which is budgeted as part-time or full-time and is not temporary/hourly, out of classification, or substitute in nature. A person selected to fill such a position is a regular employee.
- 1-27** The term **SUBSTITUTE** shall mean a person hired for an unspecified period of time with no guarantee of continuous worksite or hour assignment.

- 1-28** The term **SUPERVISOR** shall mean a person in a position designated by the Governing Board as supervisory/confidential or administrative.
- 1-29** The term **SUPERVISOR'S PERSONAL PERSONNEL FILE** shall mean any and all written documentation the supervisor possesses about an employee concerning minor deficiencies or offenses as defined in Article 13-2-B.
- 1-30** The term **TEMPORARY EMPLOYEE** shall mean an employee hired for a period of employment not to exceed six (6) work months in a year from the most recent date of hire.
- 1-31** The term **TRANSFER**, in other than Transportation, shall mean a change in worksite that entails no change in rate of pay or a change in shift that involves a regular part-time or full-time employee.
- 1-32** The term **AFSCME** shall mean the American Federation of State, County, and Municipal Employees, Local 449, AFL-CIO (AFSCME).
- 1-33** The term **AFSCME REPRESENTATIVE** shall mean any paid staff of AFSCME or stewards, and officers who are employees of the District.
- 1-34** The term **VACANCY** shall mean any bargaining unit position listed in Appendix I, which is budgeted and adopted by the Governing Board and has no assigned incumbent, and which is not filled administratively through the layoff process, returning from leave (including placement of an employee released from a worker's compensation injury with or without any permanent disability), demotion, or involuntary transfer processes.
- 1-35** The term **WORK WEEK** shall mean a seven (7) consecutive calendar day period.
- 1-36** The term **MEMORANDUM of UNDERSTANDING (MOU)** shall mean this legal document outlining the terms, working conditions, and rights of the parties which governs Blue Collar employees.
- 1-37** The term **DEPARTMENT SENIORITY** shall mean the total number of years of uninterrupted service in the Transportation Department.
- 1-38** The term **DUTY TIME** Duty time shall not exceed a maximum of duty time as defined in the federal motor carrier regulation part 395, which currently states 15 hours in a 24-hour period; 60 hours per week. 8 hours off duty is required after 15 hours on duty.
- 1-39** The term **EXTRA DUTY** shall mean any trip, route, field trip, athletic trip, or other transportation related business that is not a regular assignment.
- 1-40** The term **EXTRA DUTY TIME** shall mean any time for which an employee is being paid that is in excess of the standard route time.

- 1-41** The term **REGULAR ASSIGNMENT** shall mean the combination of any trip, routes, field trip, athletic trip, or other transportation related business between Monday and Friday that an employee is assigned as a result of the initial selection or reassignment process.
- 1-42** The term **REASSIGNMENT** shall mean a change in regular assignment or an increase/decrease in hours that entails no change in base pay rate or classification.
- 1-43** The term **REPORT TIME** shall mean the time an individual must report to work for a shift.
- 1-44** The term **ROUTE** shall mean a regularly established single course of travel between pick up and discharge of passenger(s) which is grouped into a trip.
- 1-45** The term **TRIP** shall mean routes combined into an established regular assignment.
- 1-46** The term **URGENT NEED** shall mean an assignment requiring an immediate response to ensure the safety and efficiency of transporting students.
- 1-47** The term **GUARANTEED TIME for DRIVERS and BUS MONITORS** shall mean a guarantee of a range between 30-40 hours per week based on Regular Assignment. The time value of a Regular Assignment (including pre and post trips) subject to quarterly bidding process.
- 1-48** The term **FAMILY** shall include all provisions as defined in this Agreement, A.R.S. 23-371, and further, the definition will extend to include anyone in the metropolitan Tucson area for whom the employee has or shares a major financial responsibility and is an established resident within the employee's household.
- 1-49** The term **WEEKLY ASSIGNMENT** shall be defined as the duration of time in a regularly scheduled work week in which an employee is expected to perform job related assignments to meet their guaranteed hours for the week.

## ARTICLE TWO

### GENERAL PROVISIONS

#### **2-1 Savings Clause**

The Board and AFSCME recognize that the Board has certain powers, discretions and duties that, under 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 MOU or any application to any employee covered hereby shall be found contrary to law or existing Board Policy, 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 MOU shall nevertheless continue in full force and effect.

#### **2-2 Discrimination**

Neither the District nor AFSCME shall discriminate on the basis of sex, age, race, national origin, gender identity, ethnicity, religious belief, or disabilities.

Neither the District nor AFSCME shall discriminate against any employee on the basis of participation or lack of participation in AFSCME's activities.

Nothing in the provisions of these terms and conditions 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, the Civil Rights Act of 1991, and other nondiscrimination laws and regulations.

**2-3 District Rights**

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

**2-4 Recognition**

The District recognizes AFSCME as the exclusive representative of employees (as defined in Article One) and shall negotiate terms and conditions of employment with AFSCME.

**2-5** Within 30 calendar days of Governing Board’s ratification of the MOU, the District shall post the MOU on its website and notify AFSCME of the posting by email, with a link to the MOU.

**ARTICLE THREE**

**AFSCME DUTIES AND OBLIGATIONS**

**3-1** As the exclusive representative of employees as defined in Article 1-1, AFSCME is obligated to represent all employees in the bargaining unit as defined in Article 1-1 in good faith and insure that the right, privileges and benefits provided by virtue of this MOU shall be applied equitably to all bargaining unit employees.

**3-2 Hold Harmless/Indemnity**

AFSCME shall indemnify and hold 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 AFSCME for the purposes of complying with this Article.

**ARTICLE FOUR**

**AFSCME RIGHTS**

**4-1 Consultation**

Upon request of AFSCME or the District, AFSCME and the District may meet to consult upon matters of concern.

**4-2 Facilities**

With prior notification and approval by the site administrator, AFSCME and its representatives shall have the right to use District facilities at reasonable times outside of scheduled work hours when there is no disruption of normal activities for the purposes of

conducting AFSCME business with small groups of 25 or less. Site administrators shall not arbitrarily and capriciously deny the use of facilities.

Arrangements for groups larger than 25 shall be made with the District official responsible for rentals. All regulations and appropriate charges shall be honored by AFSCME. More than one (1) meeting a month may occur.

#### **4-3 Communications**

- A.** AFSCME and its representatives shall have the right to post notices of activities and matters of AFSCME concern on a designated bulletin board at reasonably accessible places at each worksite. AFSCME will be guaranteed a 2x2 bulletin board space. Documents posted may not include any defamatory material or advocate insubordinate acts.
- B.** AFSCME shall have the right to utilize the District's mail system to communicate with members of the bargaining unit on matters authorized by an AFSCME representative as evidenced by AFSCME's logo. Likewise, the Office of Employee Relations shall provide a copy of any matters affecting the employment, compensation, or benefits of any group of employees covered by this agreement to the AFSCME bargaining unit VP prior to dissemination of information to the employees. Documents communicated through the District's internal mail system or email system may not include defamatory material or advocate insubordinate acts.

#### **4-4 Information**

The District shall furnish the following information to AFSCME:

- A.** During the months of July, October, January, and May, and when a written request is made to the Employee Relations Department by an AFSCME staff member (i.e., Area Director, Field Representative, Division Chairperson or Chief Steward), the District shall mail to AFSCME a list of bargaining unit employees organized by department (per group) in alpha order by classification, and shall also include bargaining unit seniority date, and number of hours worked.
- B.** A copy of the Board adopted budget for each fiscal year shall be posted on the District website.
- C.** Any specifically requested financial or employee data, provided it is data that the District produces in the course of its regular activities.
- D.** A list of budgeted but unfilled positions as of July 1 and January 1 of each year.
- E.** The name, position title, and worksite of a new hire employee hired by the District within 20 days of the date the individual is processed by the Human Resources Department, or the date the Board approves the appointment, whichever is earlier.
- F.** List of all terminations, resignations, retirements, leaves of absence and any other separations by the third Wednesday of each month.



- G. List of all completed transfers, promotions, demotions, recall, returning from leave of absence, by the third Wednesday of each month.
- H. List of all employees who have had an increase or decrease in assigned hours (indicate change in hours) by the third Wednesday of each month.
- I. A list of all temporary employees in alpha order by October 1 and February 1 of each year.
- J. **Organizational Changes**  
The District will make a reasonable effort to provide AFSCME with information on major organizational changes as soon as practical.

#### 4-5 Seniority Tie Breaker

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

#### 4-6 Payroll Deduction - AFSCME Dues

- A. Upon receipt of written authorization from any employee, the District agrees to deduct from the salary of members of AFSCME the annual amount due and payable by the individual as certified by AFSCME. Upon receipt of written authorization from any employee, the District agrees to deduct from the salary of members of AFSCME additional deductions for the AFSCME PEOPLE Fund.
- B. The dues rate shall be updated and implemented on July 1, of each year to reflect any increase in salary for the following school year. AFSCME will submit a list of AFSCME deductions to the District indicating the amount the District should withhold from its members as well as the individual's yearly deduction schedule. ONLY twelve month employees shall have dues deducted over 26 pay periods biweekly. The District shall remit deductions made on behalf of the membership to AFSCME Local 449 on a bi-weekly basis with a list of employees for whom deductions were made specifying the amounts.
- C. Payroll Department shall forward a copy of any cancellations received to AFSCME. Except as provided in D below, an employee may cancel deductions of dues of AFSCME upon written notification to the Payroll Department only in accordance with Article 4-6 D.
- D. The following cancellation procedures shall become effective the day following ratification. AFSCME agrees to notify all current members of this change 30 days after the ratification of this MOU for Blue Collar Employees.
  - 1) An employee wishing to cancel their dues check-off authorization shall provide written notice and photo identification to AFSCME between May 1<sup>st</sup> and May

15<sup>th</sup> of each year by means of a dues deduction drop request form completed in full (Appendix VI). AFSCME shall provide Employee Relations with a copy of the dues deduction request form. Employee Relations shall only distribute this form to employees who request it in writing. AFSCME shall provide a dues deduction drop request form to the employee at their request. AFSCME shall submit all cancellations to the District no later than June 1<sup>st</sup> of each year.

- 2) In the event an employee is separated from employment with the District for any reason, all obligation for deduction of dues shall cease.

**E. Hold/Harmless:** AFSCME shall indemnify and hold harmless the District from and against any and all claims, damages or other forms of liability which may arise out of or by reason of any action taken by the District or AFSCME for the purposes of complying with Section 4-6.

**F. Two (2) additional payroll deduction check-offs shall be provided to AFSCME, Local 449, TUSD Division. The use shall be established by AFSCME.**

#### **4-7 Steward Recognition**

**A.** AFSCME stewards may take reasonable time off from work to provide representation for employee(s) as defined in Article 5-5 and shall email the supervisor with a copy to Employee Relations to notify supervisor of their planned absence at least two (2) work days in advance. Stewards, with the permission of their immediate supervisor, may be released with less than two (2) days notice, workload permitting.

AFSCME will provide the Office of Employee Relations with the names of ten (10) AFSCME representatives by October 15 of the year of this Agreement.

**B.** AFSCME representatives shall be granted released time for the following activities:

1. Attendance to provide representation at grievance hearings or arbitration proceedings.
2. When a District representative and/or designee has requested in writing for an AFSCME steward to be present.

#### **4-8 Leave of Absence for AFSCME Business**

An unpaid leave of absence shall be granted to no more than one employee for the purpose of serving full-time for AFSCME. Such leave shall be granted on an annual basis for up to two years.

#### **4-9 AFSCME Stewards**

AFSCME Stewards must use their personal/vacation leave time to conduct AFSCME business except in the following cases:

1. Attendance to provide representation at grievance hearings or arbitration proceeding;
2. When a District representative and/or designee has requested in writing for an AFSCME steward to be present.

**4-10 Job Descriptions**

By January 1 of each year, the District shall make available to AFSCME a job description for those classifications in the bargaining unit, including any additions made during the life of these Terms and Conditions. If additional classifications are identified during the term of these terms and conditions, or if the classification of a position changes, AFSCME shall receive written notification of the change.

**4-11 Access**

AFSCME representatives shall have access to records and files of all non-confidential information necessary to the determination and processing of any grievances.

AFSCME representatives shall not be denied access to worksites to talk with grievant(s) or witnesses during their lunch period or break times while investigating grievances.

AFSCME representatives and officers shall be given the opportunity to make a presentation at all custodial and/or driver/monitor in-services and at any new employee orientations. The presentation time and content must be pre-approved by the District.

**ARTICLE FIVE****EMPLOYEE RIGHTS****5-1 Job Description**

A description of duties for the specific classification shall be given to each new employee when hired or when an employee changes classification, and shall be available to current employees in the Human Resources department upon request. Questions or clarification about specific duties associated with the job description should be addressed with the immediate supervisor and clarifying questions can be addressed by Employee Relations.

**5-2 Official Personnel File**

During the department's normal business hours, an employee, with or without an accompanying AFSCME representative, may review and copy (at reasonable cost) the contents of their official personnel file (microfiche and hardcopy) which shall be kept in the Human Resources Department.

Requests shall be processed through Human Resources. Each employee's personnel file shall contain all documents used in personnel actions and records of personnel actions involving the employee. An employee shall have the right to indicate, in writing to the Employee Relations Department, those documents in their personnel file which may be obsolete, inaccurate or otherwise inappropriate to retain. Upon receipt of the written request by the Employee Relations Department, said documents shall be reviewed by the District Superintendent or designee, and if determined by the Superintendent or designee to be obsolete, inaccurate, or otherwise inappropriate to retain, within thirty (30) work days they shall be destroyed. Such request must be made upon the form provided by the District Employee Relations Department.

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

- B. No memorandum of disciplinary incidents that are not classified as reprimands or suspensions shall be placed in the employee's personnel file.

### 5-3 Retention of Disciplinary Records

- A. At the request of the employee, a letter of reprimand shall be removed from their personnel file provided:
  1. The action leading to the reprimand, or any related action, has not been repeated in an eighteen (18) month period following the reprimand;
  2. No other letter of reprimand has been placed in their personnel file in an eighteen (18) month period following the reprimand;
  3. Any discipline issued as a result of physical abuse against a student shall remain in the employee's official personnel file and is not subject to removal for five (5) years from the date of the Level III decision or a Memorandum of Agreement signed by AFSCME and TUSD has been received by the Office of Employee Relations. Removal is permitted after five (5) years at the request of the employee and provided no additional reprimands have been issued during this period.

### B. Records of Suspension

Records of suspension are not subject to removal from the employee's personnel file. After an employee has gone a period of two (2) years without additional discipline, employee may request a review by the District to determine if the suspension should be removed.

- 5-4 No derogatory material regarding an employee's conduct shall be placed in the personnel file unless the employee has been given the opportunity to review all material and an opportunity to indicate such review was completed by signing the documents. Signature shall not indicate agreement with the documents, only that a review has been completed. A written signed response to the materials may be completed by the employee within ten (10) days and this response shall be attached and placed in the personnel file. An employee may provide a representative with a signed, dated permission statement allowing a specific designated representative to have access to and copy (at a reasonable cost) the content of the employee's official personnel file. Such permission shall be for a specific duration of time with a fixed termination date never longer than ten (10) days from the date of the signed permission statement. All representatives shall process such statements through the Human Resources Department prior to access to the employee's official personnel file.

Grievance and materials related to grievance proceedings shall not be kept in the employee's personnel file. Exceptions to this shall be:

- A. Personnel Action Forms;
- B. Adjustments to issued reprimand letters;
- C. Copy of grievance settlement stipulation in lieu of a Personnel Action Form.

**5-5 AFSCME Representation**

Upon request, a member has the right to representation for the following:

- A. Grievance procedures;
- B. When receiving any disciplinary action;
- C. During the reclassification appeals procedure;
- D. For meeting(s) reasonably requested by the member on job-related concerns. Such requests shall not be unreasonably denied. Meetings on job-related concerns may be scheduled before, during or after the work hours.
- E. During an investigatory interview that may lead to discipline of the member, the member shall be responsible for arranging representation prior to the scheduled meeting. The District shall afford the employee three days from the date of notice to make such arrangements, should representation be desired by the member. Said meeting shall be conducted within a reasonable time period after making arrangements for representation, not to exceed 15 days from the date of notice.
- F. The District will notify AFSCME by email or by telephone at (520) 571-8884 at least forty-eight (48) hours prior to any meeting in which a member will receive a suspension without pay or for any pre-termination hearing of a member.

**5-6 Nepotism**

Supervision, evaluation and the recommendation for hiring, retention, promotion, transfer, assignment, leave, salary, or discipline of an employee shall not be made by a member of the immediate family or an established person within the employee's household in accordance with Governing Board Policy GBEAA.

- 5-7** Employees shall have the right to be free from physical and/or verbal abuse, sexual and/or mental harassment, and racial, ethnic or derogatory and/or defamatory statements.

**5-8 Political Action**

Employees shall have the liberty of political action outside of their 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 their respective capacities.

Employees 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 their wishes under the assumption that failure to do so shall in any way affect their status as an employee of the District.

An employee is forbidden, however, to use District property, supplies and/or materials at any time for any personal, political activity, or political efforts; and the employee may use District property, supplies, materials, and work time only as necessary to complete assigned work.

**5-9 Outside Employment**

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

**5-10 Video Cameras**

- A. Video cameras may be utilized as a means to monitor employee performance and student behavior and for any other purpose consistent with Governing Board Policy ECAA – Security (Surveillance Cameras). The District shall maintain a log which tracks requests to review video surveillance.
- B. A TUSD representative will review videos only for legitimate business purposes. With employee's written consent, recordings may be utilized for training purposes.
- C. Material from a video will not be used in employee disciplinary matters without their first being notice to the employee. When a written accusation is made against an employee, the employee and a union representative will be provided opportunity to view relevant recordings. Personal information may be redacted to maintain confidentiality. The video is in no way meant to supplant or be in place of a thorough investigation, which should include statements from witnesses of the alleged event. A thorough investigation shall be completed within ten working days of the written complaint. Additional time may be required depending on the scope of the investigation or due to extenuating circumstances, including, but not limited to, a related law enforcement investigation.
- D. The video will not be used to monitor AFSCME activities.
- E. Video monitoring devices shall not be used as a means to replace bus monitors on school buses.

**ARTICLE SIX****NEGOTIATIONS**

- 6-1** A. Should either the District or AFSCME desire to reconvene negotiations for a subsequent Memorandum of Understanding, they shall serve upon the other, no later than February 1 of each year, written request for reconvening as well as submission of issues for negotiation. Upon receipt of such a request, the negotiation process shall begin no later than March 15 of each year.
- B. Release time for Negotiations:  
There shall be no more than six (6) negotiating team member representatives. The members designated by AFSCME shall be released from duty with no loss of pay for the purpose of attending negotiation meetings with The District.

**ARTICLE SEVEN**

**JOINT COMMITTEES**

**7-1** The following joint committees shall meet for the balance of the contract duration:

**A. Labor Management Committee**

A labor management committee shall be formed covering departments affected by this MOU for Blue Collar Employees and shall continue in effect for the term of this MOU. This committee shall consist of up to seven (7) employee members designated by AFSCME and up to seven (7) employee members designated by the District.

The Labor Management committee shall meet on a quarterly basis on Mondays at 10:30 am at a place designated by Employee Relations or more often as needed by mutual agreement.

The purpose of these meetings shall be to discuss problems, interests and objectives of mutual concern not involving grievances or other collective bargaining subjects.

**B. Professional Development Committee**

Two (2) employees selected by AFSCME and two (2) employees selected by the District shall commence meeting no later than October 1 each year, to review course descriptions for Professional Development opportunities that do not cost any money, do not directly relate to the employee’s job, and that can be made available to employees on a voluntary basis, outside of work hours, at no cost to the employee, and for which the employee does not perform any productive work during such attendance.

**C. Health and Safety Committee**

TUSD and AFSCME shall recognize the health and safety committee as a joint committee between the parties and shall follow the guidelines as set forth in Article 21-10 of this document.

**7-2** AFSCME and the District as covered entities shall comply with all regulations as specified in the Americans with Disabilities Act (ADA).

**ARTICLE EIGHT**

**WAIVER**

**8-1** During the term of this MOU for Blue Collar Employees, AFSCME 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 MOU for Blue Collar Employees, except as specifically provided in this MOU for Blue Collar Employees or by mutual consent of the parties.

**ARTICLE NINE**

**NO STRIKE**

**9-1** AFSCME hereby agrees that neither it nor its members, officers or representatives shall initiate or support any strike, slowdown, or refusal to perform assigned duties by members of the bargaining unit. AFSCME and its officers and representatives shall do everything

reasonably within their power to end or avert the same. This provision shall be in effect during the term of this MOU for Blue Collar Employees.

## **ARTICLE TEN**

### **DURATION OF MEMORANDUM OF UNDERSTANDING FOR BLUE COLLAR EMPLOYEES**

- 10-1** Unless specified otherwise in this MOU, the provisions of this MOU for Blue Collar Employees shall be effective the first day following ratification by the Governing Board of Tucson Unified School District, and shall remain and continue in effect through the thirtieth day of June 2024.
- 10-2** By mutual written consent of both parties, this agreement may be opened for amendment. Any written request for amendment shall contain a detailed statement of the desired contractual change as well as the reason for the change. Such requests shall then be scheduled for discussion as soon as practicable for both parties. If the parties cannot reach an agreement on the requested changes, then the present terms and conditions of this agreement shall remain in full force and effect.
- 10-3** The parties mutually agree to open article(s) which have financial impact annually.

## **ARTICLE ELEVEN**

### **ENTIRE AGREEMENT**

- 11-1** This MOU constitutes the sole and entire existing terms and conditions between the parties and supersedes all previous agreements between the District and AFSCME or the District and any of the covered employees.

## **ARTICLE TWELVE**

### **GRIEVANCE PROCEDURE**

- 12-1** The District and AFSCME acknowledge that it is usually most desirable for an employee and the immediate supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the employee, a grievance may be processed. This article provides members with a process for review of certain complaints; to assure fair and equitable treatment of all employees and, to provide a timely, orderly procedure to handle grievances.
- 12-2 Level One**  
An employee with a complaint (grievance) must first present it orally and informally, with or without the presence of their 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. Said meeting shall be held within five (5) days of the grievant's request. The supervisor shall render an oral decision within five (5) days after the meeting is held and there shall be no written response at this level.
- 12-3 Level Two**  
If resolution is not reached by means of the informal complaint procedure, the grievant shall have ten (10) days from the date of the supervisor's decision to file a written formal



grievance. Formal grievances (which may be presented directly by the grievant or through the AFSCME representative) shall be filed as follows:

- A. Schools to the principal or the designee;
- B. All others to the department head or the designee.

A written grievance shall include the following:

1. A synopsis of the facts giving rise to the alleged violation or misinterpretation, including appropriate dates.
2. The specific section of this MOU for Blue Collar Employees which has been allegedly misinterpreted or allegedly inequitably applied. And as to Levels Two and Three (but not Level Four) of the grievance procedure it may contain the policy, past practice, rule or regulation, if applicable, which has been allegedly misinterpreted or allegedly inequitably applied.
3. the relief requested.
4. Signature of the Grievant and the date it is submitted.

Within ten (10) days after receiving the written claim of grievance, the department head/principal or designee shall state the decision in writing and forward it to the Superintendent or designee, AFSCME, the employee and representative, if any.

#### **12-4 Level Three**

- A. Within seven (7) days after receiving the written decision of the department head/principal or designee, the grievant may, either in person or through the representative, submit a written appeal of the department head/principal or designee's decision to the Director of Employee Relations, through their department head/principal or designee. Said appeal shall be accompanied by copies of the original written claim of grievance and the department head/principal or designee's written decision, if rendered, and shall state specific objections to that decision. The Director of Employee Relations shall investigate the claim, evaluate the evidence, and within twenty (20) days after receiving the written appeal schedule a hearing, and within ten (10) days after the hearing, state in writing a decision. All parties must provide copies of any and all documents to be presented for consideration by the hearing officer at the Level III grievance hearing to the Director of Employee Relations by the close of business on the day prior to hearing. AFSCME shall receive copies of all grievance decisions made as a result of hearings without AFSCME representation. Such decisions shall not be used by either party as precedent in future grievances.
- B. At the request of both parties, and as a supplement to the Level III hearing, a federal mediator may be used under the following conditions:
  1. All parties must sign the petition of agreement to use a federal mediator (Appendix V);
  2. Mediation will be administered according to the Federal Mediation and Conciliation Services;
  3. Mediator has no authority to compel a settlement, but may offer advisory opinions;
  4. It is not mandatory to reach a settlement;

5. Either party may withdraw from the proceeding at any time;
6. The grievant may attend all sessions;
7. Rules of evidence do not apply;
8. All discussions are confidential;
9. All discussions used during mediation are not admissible in a subsequent arbitration hearing.

#### **12-5 Level Four - Arbitration**

Only grievances arising out of an alleged misinterpretation or alleged violation of the express terms of this MOU for Blue Collar Employees may be submitted to Level Four and only on petition of AFSCME. If the response of the third level does not result in resolution of the grievance, AFSCME on behalf of the grievant may invoke the Level Four procedure within fifteen (15) days of the receipt of the Level Three decision.

AFSCME and the District shall mutually agree on an arbitrator.

- 12-6** If AFSCME and the District cannot agree on an arbitrator, Federal Mediation and Conciliation Services shall be asked to provide a list of seven (7) arbitrators with public sector experience. The arbitrator shall be selected by AFSCME representative and the Superintendent's designee by alternately striking the names on the list, with District and AFSCME alternately first from arbitrator to arbitrator. The remaining name shall serve as the arbitrator.

- 12-7** All costs of the arbitration shall be borne equally by the District and AFSCME.

- 12-8** The arbitrator shall conduct a hearing, investigate the claim, evaluate the evidence and within thirty (30) calendar days render a decision to the Board which shall be advisory.

The arbitrator shall be bound by the following:

1. An arbitration decision shall neither add to, detract from, nor modify the language of this MOU for Blue Collar Employees.
2. The arbitration decision shall expressly be confined to the precise issues submitted by the parties. The arbitrator shall have no authority to consider any other issue not so submitted.

- 12-9** The decision of the Governing Board regarding the arbitration recommendation shall be submitted by certified mail to the grievant and the AFSCME representative at the last known mailing address. Said notice shall be mailed no later than three (3) working days following the Board's decision.

#### **12-10 Computation of Time**

Included in any time period specified within this Article which is ten (10) days or less, Saturday, Sunday and holidays shall not be computed in the time period specified. Any time period in excess of ten (10) days will be calculated as calendar days.

**12-11 Time Limits**

Failure at any step of this procedure to communicate a decision to the grievance by management within the specified time limit shall permit the grievant to proceed to the next step. Failure at any step to appeal the 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.

**12-12 Non-Discrimination**

No reprisals shall be taken by the District or AFSCME against a grievant or witnesses because of participation in the grievance procedure.

**12-13 Forms**

Forms for filing grievances shall be prepared by the District in consultation with AFSCME.

**12-14 Hearings and Decisions**

At each of the levels of the grievance procedure the grievant and their representative shall be given a reasonable opportunity to be heard. All decisions beginning at Level Two shall be in writing and shall include supporting reasons. Two copies of all decisions and recommendations shall be promptly furnished to AFSCME, and/or the grievant's representative, if any. AFSCME (or representative) shall be responsible for furnishing such written decision/recommendation to the grievant.

**12-15 Employee Participation in Grievance Process**

Grieving employees shall receive their regular rate of pay for any part of their workday spent in the following grievance related activities:

A. Attending scheduled grievance hearings;

B. Attending arbitration hearings.

**12-16 Payment**

Grievant(s) and a reasonable number of employee witnesses who testify orally at scheduled hearings or arbitration hearings shall receive their regular rate of pay for any part of their workday spent testifying.

Employees shall be released from their work duties only for the time necessary to testify and are expected to return to work immediately upon being released from the hearing.

The Employee Relations Office must be notified at least two (2) days prior to the scheduled hearing in order to arrange released time for the grievant(s) and/or witness(es). Witnesses, with the permission of their immediate supervisor, may be released with less than two (2) days notice.

**12-17 Information Access**

AFSCME and its representatives shall not be prohibited from contacting the District to discuss matters of administrative policy and procedures as they relate to wages and terms and conditions of employment.

**12-18 Group Grievance**

If, in the judgment of AFSCME representative, the grievance affects a defined group of employees, AFSCME may pursue the grievance at Level Three. Prior to filing the written Level three grievance, AFSCME shall first present the grievance orally to the Director of Employee Relations in accordance with the Level one provisions.

**12-19 Non -Member Employees**

Non-dues paying employees shall report alleged violations of this document to the Office of Employee Relations. In no event shall an agreement between the employee and TUSD's Office of Employee Relations alter the terms and conditions of the MOU for Blue Collar Employees.

**ARTICLE THIRTEEN****NON-DISCIPLINARY ACTIONS, DISCIPLINE and DISMISSAL FOR CONDUCT****13-1 Rules**

- A.** Violations of the rules, regulations or policies of the Governing Board or of state and federal laws may result in disciplinary action which shall be in accordance with these rules.
- B.** The Governing Board or designee(s) reserves the right not to discipline an employee for a violation of the rules, regulations or policies of the Governing Board.
- C.** An employee may be disciplined for just cause including, but not limited to the following reasons:
  - 1.** Conduct which is a violation of any of the applicable rules, regulations and policies of the Governing Board.
  - 2.** Conduct which fails to comply with any applicable duties as set forth in the Arizona Revised Statutes.
  - 3.** Insubordination.
  - 4.** Unprofessional conduct including but not limited to:
    - a.** Physical and/or verbal abuse of a pupil.
    - b.** Being under the influence of, or using alcohol or illegal drugs while on duty.
    - c.** Conduct while on duty which would constitute a criminal offense.
    - d.** Conviction of a felony.
    - e.** Unauthorized absences which result in responsibilities not being performed.
    - f.** Misuse or unauthorized use of District property.
- D.** When appropriate, discipline shall be issued as soon as practical following a letter of inquiry. It is, however, reasonable for a supervisor to await a final determination from an outside agency (such as law enforcement, a court, or other state or federal agency) before determining if discipline is appropriate. A notice of intent to impose discipline should be issued within five (5) days after receipt of the employee's response to a

letter of inquiry. However, if additional time is required by either party for appropriate due process to occur, requests may be made to extend deadlines, and no such request shall be denied arbitrarily.

### **13-2 Non-Disciplinary Action**

Supervisors will utilize non-disciplinary action as a means to counsel and instruct employees on minor infractions, behavior deficiencies or offenses to establish or clarify expectations and make necessary improvements in their behavior. It will not be used for conduct towards students that is deemed highly inappropriate by a reasonable person's standard, is unprofessional or immoral as defined in the Arizona Administrative Code and/or which may be construed as criminal.

#### **A. Informal conference**

A Supervisor will meet with employee informally via phone, in-person or via email to discuss minor behavior infractions that do not warrant discipline.

#### **B. Letters of Direction**

1. Will serve as a warning to an employee that there may be a need to take further disciplinary action should the conduct continue or repeat.
2. When an employee transfers or relocates, said letter may be transmitted to the files of the new supervisor only after the transfer or relocation has been completed.
3. After six months from the date of the letter of direction, at the written request of the employee, the letter of direction shall be removed from the files of the supervisor provided that both of the following conditions are met:
  - a. The action leading to the letter of direction, or any related action, has not been repeated in the six-month period following the letter of direction;
  - b. No other letter of direction has been placed in the employee's file(s) in the six-month period following the letter of direction.

### **13-3 Progressive Discipline**

- A. The District shall use progressive discipline as a means to identify and correct problems. Progressively more severe penalties may be imposed when related offenses are repeated. This does not require that each penalty be more severe than the immediate preceding one regardless of the offense involved. Progressive discipline encourages supervisors to informally counsel and instruct employees about necessary improvements in their behavior prior to taking disciplinary action (Non-Disciplinary Action).
- B. The normal sequence of disciplinary action shall be as follows:
  1. Written Reprimand I;
  2. Written Reprimand II;
  3. Suspension without pay for up to ten (10) days;
  4. Termination;
  5. It is recognized that some offenses may be sufficiently serious as to warrant the omission of one or more of the normal steps of discipline progression.
- C. The District may forego non-disciplinary action and take immediate action if:

1. Employee is charged by criminal complaint, information or indictment of any criminal offense which would be deemed cause for dismissal.
  2. The employee's offense is of such serious nature that failure to take immediate action would seriously disrupt the functioning of the workplace. Such offenses include, but are not limited to, unprofessional or immoral conduct as defined in the Arizona Administrative Code.
- D.** Whenever disciplinary action is taken against an employee, the employee may appeal by filing a grievance at Level III to the Employee Relations Department within ten (10) days for reprimand and 30 calendar days for suspension.
- E.** Any discipline of an employee by a supervisor, shall be conducted in private. No employee shall be reprimanded and/or disciplined in the presence of pupils, parents, other employees or the public.

#### **13-4 Letters of Reprimand**

Upon determination by a supervisor that there exists cause to impose discipline, the supervisor will notify the employee of the intent to impose discipline and schedule a meeting for issuance of the Written Reprimand. The reprimand will describe the specific inappropriate behavior involved, expectations for future behavior, and the requirements for remediation and/or improvement, and that failure to correct will result in more severe discipline. A copy will be placed in the employees official personnel file, one copy will be given to the employee and one copy will be retained by the supervisor.

#### **13-5 Suspension**

If infraction(s) persist(s) or if the conduct is sufficiently severe warranting further discipline, the employee will be notified and a meeting scheduled to give the employee written notification that they have failed to improve and that suspension is being issued without pay. The notification will describe the specific inappropriate behavior involved, expectations for future behavior, and the requirements for remediation and/or improvement, and state that failure to correct such behavior may result in termination. A copy will be given to the employee and a copy will be placed in the employee's official personnel file.

#### **13-6 Pre-Termination Hearing**

Prior to termination for misconduct, a pre-termination hearing will be held. The employee will be notified in writing that the employee is immediately suspended with pay and that a hearing will be scheduled. Following the hearing, the decision of the supervisor will be communicated to the employee and the Human Resources Department. If termination is initiated, this decision will be communicated to the employee by U.S. mail. The employee will be paid through the date of termination (which shall be no earlier than the day following the hearing) as specified in the letter.

#### **13-7 Termination**

If the decision is to terminate the employee, the decision will be communicated by U.S. mail. The employee will be paid through the termination date which shall be no earlier than the day following the Pre-Termination Hearing. Termination can be appealed by filing a

grievance directly at Level III to the Employee Relations Department within ten (10) days of the date of the mailing, plus two days. The employee will be notified of the appeal process.

It is expected that management will follow the disciplinary steps based on the severity of the incident. Disciplinary steps may or may not be given in sequence and variations from these practices may occur including immediate termination, when in the District's sole discretion, the circumstances warrant, when an employee receives a disciplinary action they do not agree with, the grievance process may be utilized to achieve a fair and impartial outcome.

### **13-8 Written Reprimand Retention**

At the request of the employee, a letter of reprimand shall be removed from their personnel file provided:

- A. The action leading to the reprimand, or any related action, has not been repeated in an eighteen (18) month period following the reprimand;
- B. No other letter of reprimand has been placed in their personnel file in an eighteen (18) month period following the reprimand.
- C. Any discipline issued as a result of physical abuse against a student shall remain in the employee's official personnel file and is not subject to removal for five (5) years from the date of the Level III decision or a Memorandum of Agreement signed by AFSCME and TUSD has been received by the Office of Employee Relations. Removal is permitted after five (5) years at the request of the employee and provided no additional reprimands have been issued during this period.

### **13-9 Participation**

Employees participating in the discipline and dismissal proceedings shall receive their regular rate of pay for the actual time spent during their regularly scheduled workday to attend scheduled discipline conferences.

## **ARTICLE FOURTEEN**

### **EVALUATION**

**14-1** Employees shall be evaluated at least annually by their supervisors.

**14-2** Performance management informal meeting/counsel – if performance deficiencies exist, management shall have informal and formal discussions with the employee in order to improve performance that meets both the individual's and the district's objectives. There shall be documentation of such meetings signed by the employee and the supervisor.

## **ARTICLE FIFTEEN**

### **RECRUITMENT/SELECTION PROCESS**

**15-1 Substitutes** - It is not the intent of the District to use substitutes in place of filling vacancies. The intent is to use substitutes as fill-ins for absent employees, extra needed work, and situations where a substitute assignment can save the District over-time expenses. The list of substitutes shall be made available to AFSCME upon request.

**15-2 Temporary Employees** - Temporary employees hired into a regular position shall have their temporary service applied to the completion of their probationary period, provided there is no change in classification or worksite. The six (6) month period may be extended to twelve (12) months for temporary employees filling a position for an employee on a leave of absence. However, the temporary period shall not be included as part of the employee's bargaining unit seniority.

**15-3 Job Vacancy Notices**

It is recognized that all position vacancies within the bargaining unit, except entry level positions, may represent a promotional opportunity for some bargaining unit members. 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.

Human Resources shall post notices of all vacancies on the District website.

Human Resources shall make assistance available to persons requesting it to complete the online application process.

During job fairs only, sites shall have the ability to offer on the spot hiring.

All vacancy notices shall be posted for at least:

- A. Five (5) days prior to closing when regular school is in session.
- B. Ten (10) days during the time regular school is not in session.

**15-4 Promotion /Transfers/Voluntary Demotion**

- A. An employee wishing to apply for a promotion, transfer, or voluntary demotion, shall follow the application process as provided in 15-5 and shall be interviewed for the position if eligible. No employee voluntary transfer request shall be denied arbitrarily or capriciously.
- B. To be eligible to compete for a promotion, transfer, or voluntary demotion, an employee must have passed the initial and/or promotion probation period of their current position. Employees cannot be on an active plan of improvement or have pending discipline.
- C. The new wage rate for a promoted employee shall be commensurate with the level of experience and the position responsibilities but shall not be less than a 5% increase.
- D. An employee that has voluntarily demoted through the application process, shall be placed in the new grade and classification based on the Human Resources salary placement guidelines for experience credit.



**15-5 Application**

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

**15-6 Candidate Selection**

All minimally qualified applicants will have their applications referred to the hiring official. The hiring official then may further screen the applications based upon advertised or preferred requirements or by criteria approved by Human Resources. Upon the request of an applicant who was not referred for interview, Human Resources will provide to that individual the justification for the applicant's exclusion from the interview process.

**15-7 Interview Process**

- A. The candidates shall be interviewed by a District appointed committee composed of at least three (3) persons:
  - 1. The immediate supervisor (Chairperson).
  - 2. One employee in the interview committee must be a member of the Blue Collar Employee Classification. Preference shall be given to an AFSCME Local 449 union member assigned to the site holding the interviews.
  - 3. A non-administrator/staff member (for a school site vacancy), or an additional non-supervisory employee from the non-school site/department in which the vacancy occurs.
- B. An immediate supervisor (chairman of the interview committee) who is aware that a grievance has been filed prior to the interview process shall notify each candidate interviewed that the vacancy is under protest.
- C. All interview questions or applicable skills test shall be job-related and approved in advance by Human Resources in consultation with the Department Head.
- D. Based on results of the interview and other applicable factors, the interview committee chairperson shall forward the name of the applicant being recommended for hire to the hiring authority for further consideration. No selection process shall be considered complete 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.
- E. The interview questions and final overall scores shall be made available for review to an employee or their representative in preparation for Level Two grievance proceedings. The employee may be charged a reasonable rate for copies of documents provided.

## ARTICLE SIXTEEN

### RECLASSIFICATION

#### 16-1 Purpose

The purpose of a reclassification is to review the duties and level of responsibilities of a position.

#### 16-2 Procedure

- A. An employee who feels that their duties have undergone a significant change in the kinds of duties and level of responsibility shall submit a request for review of their position by filling out a Position Analysis Form available from the Human Resources Department.
- B. If the Human Resources Department performs an independent position audit, the employee may also appeal the allocation as defined in below.
- C. An employee initiated classification review shall not be conducted more than every two years.
- D. This Article does not apply to, nor shall there be any review of the District's decision regarding the definition of classification, the assignment of a classification to a pay grade, and the definition of the wage scale and compensation. Those matters are of sole discretion of the District.

**16-3** Within twenty (20) days of receipt of the analysis form, Human Resources shall inform the employee of receipt. A meeting shall be scheduled within thirty (30) days of notification to review their classification. The review may include but not be limited to:

- A. Position Description Questionnaire;
- B. Interviews;
- C. Work Observation.

#### 16-4 Appeal

If the employee disagrees with Human Resources' determination, they shall within twenty (20) days appeal the determination by corresponding with the Chief Human Resources Officer specifically stating the reasons for an appeal. The Chief Human Resources Officer shall refer the appeal to the Classification Appeal Board composed of two (2) members appointed by the District and one (1) member appointed by AFSCME. However, no District appointee who has conducted the evaluation in the reclassification shall 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 Chief Human Resources Officer. The Chief Human Resources Officer shall, within ten (10) days of the Appeal Board's recommendation, correspond with the appealing employee informing the employee of the final decision.

The final determination by the Chief Human Resources Officer is not subject to any other appeals or grievance procedure contained herein.

- 16-5** Classification seniority shall be set at the date the reclassification is approved and the employee is notified of that date. However, employees hired prior to 7-1-88 shall retain the classification seniority as set in previous reclassifications.

## **ARTICLE SEVENTEEN**

### **INVOLUNTARY WORK ADJUSTMENT**

#### **17-1 Involuntary Site Transfer - All Employees**

If it becomes necessary for the District to involuntarily transfer an employee due to staff reduction at a worksite or site closure, the employee having the lowest seniority in the affected classification at that particular site shall be transferred by the Human Resources Department to a vacancy at another site in the same classification. There is no guarantee that the employee shall retain the same number of months, hours, shift or days of work when transferred. Under no circumstances shall an employee be assigned to a position of less than four (4) hours per day.

Personnel involuntarily transferred shall be given priority for placement before positions are filled by any other methods. In the case where more than one (1) person is involuntarily transferred, the most senior employee in the classification shall have preference in placement. Each subsequent employee shall be given the same opportunity until the last person with the lowest classification seniority is reassigned to the last vacant position. If an involuntary transfer within the same classification is not available, the employee shall be referred to the District website to view available vacancies.

Personnel transferred from a site because of staff reduction shall be given priority in returning to the previous site and shift if a vacancy in the same classification occurs. The Human Resources Department shall be responsible for generating computerized listing(s) to include the employee(s) by name, worksite, classification job code, classification seniority, hours per day.

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 qualifications of any employee transferred for any reason.

#### **17-2 Temporary Involuntary Site Transfer**

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

#### **17-3 Summer Maintenance**

During the summertime when regular school is not in session, employees may be assigned to work in teams to facilitate preparation and maintenance of school facilities. Daily assignments shall be provided by Facilities Management staff, and employees affected shall

be considered as District-wide teams with no home base assignment. Summer assignments are not transfers.

Mileage reimbursements shall be issued in accordance with Governing Board Regulation EEB-R1.

For each actual day worked in the teams, each elementary and middle school employee shall receive \$2.00 per day additional compensation.

#### **17-4 Reduction of Bargaining Unit Classification**

- A.** If the economic and efficient operation of the District makes it necessary to eliminate whole or part of a classification within the bargaining unit, the employees within the affected classification shall be permitted to select a vacated position in a classification previously held within the bargaining unit by exercising district seniority. Once an employee has returned to such a classification, only the amount of time served in the classification may be used for bidding within the classification.
- B.** If the employee affected by the classification reduction had no other employment with TUSD, then the employee shall be transferred to a position vacated through attrition in either a comparable classification or a classification in which the employee meets minimum qualifications. However, under no circumstances shall the employee be assigned to a classification that would result in a promotion. When the employee's classification is changed to a lower grade, the employee shall be placed at the step which is equivalent to the current rate of pay in the old classification or frozen at their current rate of pay in the same classification (red-circled) for a period not to exceed three (3) months. In the event there is more than one employee competing for positions as a result of involuntary placement then District-wide seniority shall be utilized in determining District seniority preference for placement, but District-wide seniority may not be used in bidding within the new classification.
- C.** Employees transferred in the processes described above are not guaranteed the same number of months, days, hours or shift in the new vacant assignment.
- D.** Employees who have been involuntarily transferred from a classification shall have the right to return to that classification in inverse order of their involuntary transfer for two years from the effective date of the transfer. If this right is not exercised when offered by the District, the return right shall terminate.

#### **17-5 Involuntary Demotion**

When an involuntary demotion is initiated by the District, the employee shall be placed in an available vacancy for which the employee meets the minimum qualifications. When the employee's classification is changed to a lower grade resulting in a loss of pay, the employee shall be frozen at their current rate of pay from the old classification (red-circled) for a period not to exceed twelve (12) months. Following the term of red-circle, the employee will be placed at the equivalent step in the new pay grade.

## ARTICLE EIGHTEEN

### LAY OFF

#### 18-1 Procedure

- A. If it becomes necessary to reduce the work force of any classification in the bargaining unit, temporary probationary employees occupying the affected classes shall be laid off first. Order of layoff of part-time and full-time employees shall be in the inverse order of classification seniority within the affected classification. For the duration of this agreement, no employee hired before August 16, 2003, shall be subjected to lay-off provided employee is in good standing with the District. Good standing shall mean no reprimands in personnel file and no pending discipline.
- B. The District shall notify AFSCME and affected employee(s) of a layoff as far in advance as possible, but at least two (2) weeks in advance.
- C. Before a position within any classification is filled by a new employee, laid off employees in those classifications shall be recalled in order of their classification seniority.

#### 18-2 Recall

- A. Temporary assignments shall be offered to qualified laid off employees with recall rights, in order of classification seniority, before any other person is offered a temporary assignment within the affected classification.
- B. An employee who is recalled from layoff shall be notified by certified mail at their address on file in the Human Resources Department. The employee is responsible for maintaining a current address in the Human Resources Department. If the employee does not contact the designated Human Resources representative within five (5) working days of the date of postmark on the recall notice, they shall be considered to have resigned from the District and lose all recall rights. If the employee accepts the offer of recall, employee shall be available to work within ten (10) days of acceptance. An employee who accepts another position within the District at a higher pay classification than the one from which they have been laid off shall be deemed to have no further interest and shall not be considered for recall to their previous position.
- C. Individuals shall retain recall rights equaling the length of service to a maximum of two (2) years from the day of layoff. Individuals recalled shall have a date of hire and bargaining unit seniority as if they were not laid off. If, however, the individuals on layoff are not recalled within the eligibility time, their employment with TUSD shall be terminated and the District shall not be obligated to provide seniority as defined above if hired into a different classification at a later date.

#### 18-3 Insurance Coverage and Continuation

When recalled employees return to work, all benefits including the pay step held at the time of layoff shall be reinstated and shall become effective the first day of the month after recall. While on layoff status, an employee shall be allowed to participate in the COBRA insurance programs at the employee's own expense.

## **ARTICLE NINETEEN**

### **HEALTH EXAMINATION**

**19-1** When the District determines that an employee's health condition (mental or physical) may be impairing their job performance, the immediate supervisor, the site administrator (or equivalent position), Assistant Superintendent (or equivalent position), with the concurrence of the Human Resources Department may, with just cause, direct the employee to have a health examination at District expense. Employees shall be given a copy of the directive which shall state the reason(s) for such examination. Following the examination, results shall be sent by the Human Resources Department to the employee and immediate supervisor.

### **19-2 Licensing Requirements**

- A.** It is the responsibility of all TUSD employees to meet any ongoing requirements needed to maintain the license or credential required for their position. TUSD will provide reasonable paid time for employees to take the required agility tests provided by TUSD and required for renewal of their license or credential.
- B.** In the unlikely event that a district employee fails to renew the respective licenses or credential prior to its expiration, the employee will be responsible for all cost to obtain the necessary renewal or recertification. Paid time will not be authorized for activity required to obtain recertification.

## **ARTICLE TWENTY**

### **LINES OF SUPERVISION PROCEDURE**

- 20-1**
- A.** The District shall make each employee of the Blue Collar bargaining unit primarily responsible to only one person for the purpose of supervision and evaluation.
  - B.** When Lines of Supervision change due to reorganization within the District, the District shall notify AFSCME and post a current copy for employees to review at affected sites.
  - C.** The District or AFSCME may request a meeting to review proposed organizational changes upon thirty (30) days written notification.

## **ARTICLE TWENTY-ONE**

### **HEALTH and SAFETY**

**21-1** Occupational health and safety are the mutual concern of the employer, AFSCME and the employee. AFSCME shall cooperate with the employer in encouraging employees to observe applicable safety rules and regulations. The employer and employees shall comply with applicable federal, state, and local safety laws, rules and regulations.

### **21-2 Personal Protective Clothing and Equipment**

All personal protective clothing and equipment required by TUSD to preserve the health and safety of employees shall be furnished and maintained by TUSD without cost to employees. If personal protective equipment is provided for District employees, employees shall be required to use it. Failure to do so may result in disciplinary action in accordance with Article 13.

**21-3 Unsafe Conditions**

All employees shall promptly report unsafe conditions related to physical plant, tools, and equipment to their supervisor. If the supervisor does not abate the problem, the matter should then be reported to Risk Management. In such event, the employee shall not be disciplined for reporting these matters. Risk Management shall attempt to abate the problem or shall report to the employee or their representative in five (5) days or less the reason(s) why the problem cannot be abated in an expeditious manner.

No employee shall be required to operate equipment that any reasonable operator in the exercise of ordinary care would know might cause injury to the employee or anyone else. An employee shall not be subject to disciplinary action by reason of their failure or refusal to operate or handle any such unsafe piece of equipment. In the event a disagreement arises between the employee and the supervisor concerning the question of whether or not a particular piece of equipment is unsafe, Risk Management shall be immediately notified and the employee shall not be required to operate the equipment until the Risk Management has inspected said equipment and deemed it safe for operation.

Employees confronted with an alleged unsafe situation must assure the health and safety of themselves and the persons entrusted to their care, or for whom they are responsible, and the general public by performing their duties according to TUSD health and safety policies and procedures or industry-approved safe work practices.

When an unsafe condition is identified or when buildings are closed because of emergencies, unsafe, or hazardous conditions, employees may be temporarily transferred to different locations until such time as the emergency or condition is rectified. No employee shall suffer a loss of pay resulting from such emergencies or conditions.

**21-4 Vehicle Repair/Cleaning**

- A. When a District vehicle is in need of repair, the immediate supervisor shall indicate the needed repairs on the Request for Repair Form. The original of the form shall be forwarded to the auto shop along with the vehicle; the copy of the Request for Repair Form shall be retained in a repair book maintained by the immediate supervisor and available for review by the employee for a period of thirty (30) days. Vehicles which require immediate repair shall be dispatched for service. The driver shall be required to complete the Request for Repair Form. If a mechanic is dispatched, the mechanic shall complete the repair form. A copy shall be placed in the maintenance repair log and a copy given to the immediate supervisor.
- B. All departments shall provide adequate supplies and equipment to clean District vehicles.

**21-5 Right to Know About Hazardous Materials**

- A. All employees shall have access to information on all hazardous materials in the workplace pursuant to current OSHA regulations. Employees shall receive the full four-hour Hazardous Communication Right to Know Training, with a follow-up refresher

course every three years, and shall have access to information on all toxic substances in the workplace, pursuant to current OSHA regulations. Employees will be given informational training on any new or different chemical introduced into the workplace.

- B.** All new employees shall receive Hazardous Communication/Right to Know training conducted by AFSCME and TUSD within twenty working days of their date of hire.

**21-6 Video Display Terminals**

The employer shall make every effort to schedule at least fifteen (15) minutes away from the video display terminal (VDT) every two (2) hours for those employees who work for periods of time in excess of two continuous hours at video display terminals, if applicable.

**21-7 Asbestos**

TUSD shall continue to comply with AHERA.

**21-8 Concern for Pregnancy Hazards**

Upon presentation of a doctor's certificate that the working environment or job requirements constitute a definable hazard, TUSD shall make a good faith effort to provide alternative, comparable work and equal pay to a pregnant employee.

**21-9 Communicable Diseases**

Employees identified in the TUSD Exposure Control Plan will be offered Hepatitis B vaccinations at District expense.

**21-10 Health and Safety Committee**

- A.** This committee shall be comprised of at least four (4) representatives appointed by the employer, and five (5) employees from four different job classifications from various departments and/or sites including but not limited to Transportation, School Safety, Custodial Services, Facility Maintenance and other bargaining units within The District. If necessary to ensure diversity of Blue Collar Employees on the committee AFSCME may appoint members. The District may appoint additional committee members for their side if they desire. The Employee Relations Director shall ensure release time for participants. No more than two (2) AFSCME appointees shall be from the same site/department. Four (4) of AFSCME appointees shall be other than AFSCME stewards unless no other blue collar employee is available. The committee shall be chaired by The Director of Risk Management and an AFSCME representative appointed by the division chair.
- B.** The general responsibility of the committee shall be to assist in providing a safe and healthful work place by recognizing and recommending abatement of any unsafe or hazardous equipment, conditions, policies and/or practices in the work place. The committee's charge shall be:
1. To meet on a monthly schedule;
  2. To arrange for inspections of reported hazards;
  3. To review summaries of all accident and illness reports and lists of toxic materials;



4. To promote health and safety education;
5. To define policies and procedures for a safe work place and to reduce the risk of injuries to employees;
6. To make recommendations on the policy to be followed on notifying employees of communicable diseases in the work place;
7. To define procedures for the provision of first aid kits at sites and in vehicles;
8. To recommend positions for receiving first aid training and CPR training, level of training, and frequency;
9. To study and make recommendations for practices and procedures to minimize situations where employees are required to work alone in potentially hazardous areas.

- C. Members of the Health and Safety Committee can attend one inspection per semester, and shall be allowed paid time off from their regular work while performing committee duties. Members shall also be allowed paid time off for training related to health and safety, if such training is provided by the District.

#### **21-11 Duty to Report Injury**

All employees who are injured or who are involved in an accident/incident during the course of their employment shall file an accident/incident report on forms furnished by the employer, no matter how slight the accident/incident.

#### **21-12 Water and Restroom Facilities**

Safe drinking water shall be provided to all employees. Employees shall have access to restroom facilities in close proximity to their place of employment.

#### **21-13 Lounge Area**

Employee lounge areas shall be maintained by the employer and made available to all employees.

#### **21-14 Entry to Buildings During Emergencies**

No employee, except for School Safety Personnel or personnel who volunteer to, shall be required to re-enter a building that has been evacuated until said building is cleared by appropriate authority. Evacuation could include, but is not limited to, fire, bomb threat, chemical release, intruder or any other cause for evacuation. This does not include fire drills.

#### **21-15 Custodial Duties**

- A. Custodians shall not be required to work more than eight feet from the ground without the proper training and safety assistance to be provided by the District. Only trained Facilities employees will operate the boom or bucket trucks.
- B. Custodians shall not be required to remove any animal carcasses or waste outside their assigned building. Animal Control will be contacted when there is an immediate health risk to students, employees, or the public.
- C. TUSD will ensure each school will be provided with the appropriate personal protective equipment for the job and the training to properly use it and keep all

concerned safe and healthy. It is the responsibility of the custodian to ensure that the equipment is on-hand and available at the site.

- D.** If a custodian is required to fulfill a duty that is determined to be outside of their classification, they will be compensated with out-of-class pay as per article 31-5.

### **21-16 High Voltage**

Whenever an employee must work with 277 volts or higher and it cannot be safely de-energized, two (2) journeymen must be present.

## **ARTICLE TWENTY-TWO**

### **WORK SCHEDULE**

- 22-1** The supervising site administrator shall meet prior to the opening of school, at the beginning of winter break, and at the close of school with the site maintenance personnel to review work schedules. Facilities Support Services staff and AFSCME, may request to review and revise if necessary the work schedules to ensure job duty equalization at the site.

### **22-2 Workload Equalization**

Upon request of AFSCME, the District shall provide a list of assignments, hours and worksite. It shall be the goal of the District to equalize the workload within a work site.

Bargaining unit personnel shall be given five (5) days notice of any scheduled functions to allow rescheduling of normal duties to accommodate the extra load. If a site administrator/supervisor is unable to give sufficient notice they shall re-adjust the normal work schedule to accommodate the extra load.

#### **A. Shift/Hour Change**

When it becomes necessary to change an employee's shift and hours, the employee in the affected classification who volunteers for the shift change shall be rescheduled. If more than one (1) employee volunteers, the most senior shall be reassigned. In the event that no employee volunteers, the least senior employee in the classification shall be rescheduled.

#### **B. Flex Time**

With prior supervisor approval, employees may flex their work schedule to address incidental variations of the daily work assignment or permit flexible starting and ending times.

## **ARTICLE TWENTY-THREE**

### **TRANSPORTATION**

#### **23-1 Breaks**

- A.** Transportation employees shall be accorded use of school facilities during breaks for sanitary needs, provided the use of facilities does not interfere with ongoing school activities. In such cases, alternate similar facilities shall be provided.
- B.** Employees shall take scheduled breaks as defined in Article 26-3, in accordance with the following:

1. Breaks shall not be taken between the assigned transportation facility and the first pick up or between the last drop off and the assigned transportation facility.
2. Breaks shall be taken within a one mile radius of the assigned route.
3. Breaks shall not be taken at a residence.
4. When either an A.M. or P.M. break, as described in Article 26-3 cannot be taken due to run scheduling or because a regularly scheduled break has been interrupted, the employee shall be compensated in addition to their driving time.

### **23-2 Assigned Hours**

- A. Drivers and monitors are guaranteed a minimum thirty (30) hours per week.
- B. Shifts and routes shall be planned and combined in a manner to provide for the efficient operation of the Transportation Department. Regular assignments shall have no more than three (3) report times per day.
- C. When the scheduled return time of the employee's regular assignment or extra duty is 29 minutes or less prior to the report time of the employee's next assigned route, the employee shall be paid for the time between the return time and the next report time.

It is the employee's responsibility to notify dispatch from the field with an explanation of returning late to garage from assignment at the time they are aware they will be late, not after returning to garage. Upon returning to the garage the employee shall have the dispatcher initial the time sheet if the time span to report for the next assignment is 29 minutes or less.

- D. To provide time to validate the accuracy of trip cards, during the first four (4) weeks of school time between assigned routes/trips shall be calculated as turned in by drivers and verified by GPS and Transportation staff. In the event of a dispute between a driver and the computer stated leave/return times, the District will take measures to ensure the accuracy, including but not limited to, appointing a designee to drive or ride the disputed route/trip to time for accuracy.
- E. Each Transportation employee whose regular assignment sends them out of the bus yard to transport students three (3) times in any workday will be compensated a minimum of 8 hours for the day.
- F. Each regular Transportation employee shall be paid their guaranteed time for each holiday. In no case shall each holiday pay exceed eight (8) hours.
- G. **Absence Deductions**
  1. If an employee is absent for any part of their weekly assignment, the total time absent will be charged against their sick leave (if the absence is due to an illness or in accordance with 24-2 D) or personal leave balance. If an employee is out of leave balances, that time will go unpaid, and employee shall be subject to progressive discipline.

- H.** In the Transportation Department, when the application of the Article 5-6 (Nepotism) and in accordance with Governing Board Policy GBEAA interferes with an employee's assignment or bidding rights, the following shall apply:
1. If these policies keep an employee from exercising their seniority rights to bid on a specific trip/site during the fall regular assignment selection process, the employee shall be required to choose another site.
  2. If these policies require an employee to lose their selected regular assignment, the employee shall not be required to take a shorter hour trip assignment but shall be required to change sites.
  3. Drivers and monitors related as defined in Board Policy shall not be allowed to bid on the same trip assignment.

### **23-3 Initial Selection Process**

- A.** By the last pay day in May, the District shall provide each employee the hour/worksites/trip preference sheet (via email) and inform the employee when the assignment process shall begin. The employee shall complete and return the preference sheet by the last school day. Employees who cannot be present to bid due to an emergency may assign a designee to bid in their place (designee may only be another Transportation Employee). Employees shall be required to be available for all meetings and practice runs as scheduled.
- B.** To assist employees in making their selections, seniority listings and all established hours, trips and worksites shall be posted 24 hours prior to the day the selection process begins. Digital copies will be available.
- C.** On the first day of the selection process, the employee with the most departmental seniority in the appropriate classification shall be called to select their regular assignment. After the employee with the most departmental seniority has selected, their name shall be posted on the assignment. The second employee with the most departmental seniority shall follow the same procedure in selection, then the third and fourth until all employees present, have selected, or been assigned.
1. Each employee shall be given a maximum of 2.5 minutes to decide. Employees who take longer than 2.5 minutes to decide shall be assigned a regular assignment by management, first by last appointed worksite and second by highest route hours available at the end of the route bid process.
  2. Any employee who is not present during the bid selection and has not contacted a Facility Manager or any employee who does not select an assignment from the remaining choices will be assigned a trip package by a Facility Manager.
- D.** If during the initial selection process there are no regular assignments remaining, those employees not assigned shall be given a thirty (30) hour per week guaranteed

non-specified assignment. These non-specified assignments shall be assigned by seniority and proportionately distributed among all three (3) transportation sites.

#### **23-4 Transportation Summer Work Assignments**

- A.** Before the school year ends, employees shall be provided a questionnaire regarding their desire to work available transportation summer assignments. Questionnaires shall be returned to a District-appointed designee and both the employee and designee will verify, in writing, the receipt of the paperwork. All assignments shall be made according to departmental seniority, hours, worksite, classification, and desire to work the summer programs. All District-funded summer programs requiring District transportation shall be made available as a summer work assignment. Once awarded a summer assignment, the employee shall be paid the posted hours even if assignment is cancelled. Employee may be asked to perform other transportation duties to fulfill hours.

#### **23-5 Reassignment Process**

Recognizing the need for consistency in providing transportation services for students the following procedure shall be applied when filling vacant, changed, or newly created assignments:

- A.** The bidding process will take place on a quarterly basis. Open trips and trips meeting the bidding requirements for posting will be posted on Monday of the last week of the quarter and closed on Wednesday of that same week at 1:00 pm.
- 1.** No employee shall be allowed access to bid sheets after 1:00pm.
  - 2.** Awarded trips will be posted that afternoon and will take effect on the first day of the following quarter.
- B.** The following procedure shall apply for vacant or newly created assignments:
- 1.** Employees applying for vacant assignments within their appropriate classification must include the following on the posted assignment announcement:
    - a.** Legible signature;
    - b.** Seniority number;
    - c.** If bidding for more than one (1) trip package, indicate priority of preference (1, 2, 3, 4, etc.).
  - 2.** Designated AFSCME representatives shall be allowed to view assignments one day prior to posting.
  - 3.** Employees shall be permitted no more than one (1) voluntary reassignment per classification per year unless said move increases the employee's hours. Such moves shall be granted on a department seniority basis. A copy of any such reassignment shall be provided to AFSCME upon request.
    - a.** Employee can move laterally (across) one (1) time) or Employee can move down one (1) time. The Employee cannot do both.
    - b.** Employees can move up as many times as necessary until they reach eight (8) hours. Once an Employee has reached 8 hours, the Employee

may only make one lateral change from one eight (8) hour assignment to another eight (8) hour assignment.

- C.** Vacant assignments shall be defined as:
1. New assignments or regular assignments vacated by the previously assigned employee;
  2. Regular assignments of employees on Board approved leaves of absences or 180 day demotions from driver to monitor.

- D.** In the event of remaining vacant regular assignments at the end of the reassignment bidding process, the least senior unassigned employee in the affected classification shall be assigned first followed by the next least senior employee and continuing upwards until all vacant assignments have been filled.

An employee's site preference will be taken into consideration as long as there is no disruption in the ability to provide expected service. Trips with the highest guaranteed time shall be assigned first, followed by the next trip with the next highest guaranteed time and the next until all vacant assignments have been filled. Should there be multiple assignments with the same guaranteed time the trip with the highest driver seniority shall be assigned first, followed by the seniority of the next driver and so forth.

- E.** The District reserves the right to change an employee's trip or route within a regular assignment within the appropriate classification to one of a similar time frame if such change does not change the worksite or hour assignment in the following situations:
1. Route no longer needs the services of a Bus Monitor. Affected employees shall be given an explanation upon request as to the reasons for the change.
  2. Cancellation of route within a trip. Affected employees shall be given an explanation in writing as to the reasons for the change.
  3. When personality differences arise, in the absence of established fault, between the driver and monitor, both shall be reassigned. When personality differences arise between an employee and school personnel, parents, and/or students, the department may reasonably reassign the employee if deemed to be in the best interest of both parties. In this case the employee shall be notified both verbally and in writing of the reason(s) for the reassignment. The created vacancy shall be filled through the established selection procedure and the bus remains with the regular assignment.

For the duration of that particular school year neither employee shall be allowed to re-bid on the regular assignment of which they have been removed. This reassignment shall not be considered as the employee's one (1) voluntary move.

- F.** Employees who lose their regular assignment due to the reassignment process shall be temporarily assigned a trip package using the following guidelines:

1. The transportation department shall calculate the guaranteed time of all open trip packages and assign employees a temporary trip assignment that is as close in hours to the guaranteed time currently previously assigned.
2. If there are multiple trips totaling the same hours, the trip package with the newest bus is assigned to the highest senior employee first, the second newest bus is assigned the next senior employee and so forth down the seniority list from highest to lowest senior employee until all vacancies have been temporarily assigned.
3. All open trips will be immediately chosen after the close of the bidding process. Employees will be required to choose an open trip package as close to their guaranteed time based on seniority from highest down.

### **23-6 Extra Duty Assignment**

- A. Employees may sign up to indicate their willingness to work non-scheduled extra duty assignments. The options for Extra Duty assignments may include the following:
1. Daily assignments (Pre-K and activities)
  2. Daily assignment overtime
  3. Field trips
  4. Overtime field trips
  5. Holiday assignments
  6. All Call

The non-scheduled assignments for these extra duty categories will be made by seniority to those who indicated an interest by signing up.

1. Non-scheduled extra duty sign-up sheets will be posted daily so that employees may indicate their intention to work that same day for non-scheduled assignments.
  2. Employees shall be required to fulfill the duties of their regular assignment prior to being assigned an extra duty assignment.
- B. Extra Duty assignments shall be distributed by site to those employees indicating their intention to work (up to a maximum of 40 hours) in the following manner:
1. Less than forty (40) hour employees (by department seniority on an annual rotating basis).
  2. When all individuals in B-1 above have been assigned up to forty hours, assignment shall be made in accord with Article 23-6 D.
  3. All employees in a job classification who have indicated an intention to work shall be used before using anyone from another job classification unless availability is a factor.
  4. **Extra Duty Rotation**
    - a) There will be three (3) rotations available. One (1) for non-scheduled daily assignments, with those less than 40 hours assigned first, followed by next assigned employee in rotation, another for pre-scheduled assignments, each commencing with the next individual in seniority in rotation, and one for holiday following the hour guidelines listed in B 1-3, that sign up appropriately.

- b) Employee(s) shall be paid at a rate of one and one-half (1 1/2) times their normal hourly rate for hours worked in excess of forty (40) hours per week.
  - c) Overtime assignments shall be equitably distributed by site to those employees indicating an intention to work, starting with the employee with the most departmental seniority and proceeding downward unless availability is a factor.
  - d) Extra Duty assignments shall be available for review by AFSCME representatives upon request.
6. Copies of extra duty paperwork shall be given to union representative on a daily basis, including, but not limited to: Dispatcher's Time Tracking sheet, Daily Extra Duty Sign-up Sheet, and, Holiday Sign-up Sheet.
- C. Holiday overtime assignments shall be assigned by worksite to the most senior employee(s) in each classification who signs that portion of the sign-up sheet. On weeks where there is a holiday(s) that portion of the extra duty sign-up sheet shall be colorfully distinguished from the non-holiday work days and shall be used for holiday assignments. Assignments shall be made to employee(s) on a rotating basis over the entire school year.
  - D. The District shall attempt to equalize non-holiday field trips and athletics for those employees indicating a desire to work.

### **23-7 Bus Discipline**

- A. It is the intent of both parties that this procedure be consistently applied to insure the safety and well-being of students who receive District provided transportation.
- B. School principals shall be responsible for seeing that all students enrolled in their school, who are eligible for District transportation, receive a copy of the "School Bus Safety and Your Child" letter at the time of registration. Furthermore, Principals shall be responsible to effectively discipline students who violate bus discipline procedures in a timely manner. (See Appendix III).
- C. In any case, parents or guardians shall be notified by the appropriate administrator when their child has violated the Bus Discipline Procedure and/or has had any disciplinary action recommended to be taken against them. If notified by phone, parents or guardians shall be informed of the severity of the infraction(s) and type of action recommended. In addition, parents or guardians shall be mailed their copy of the Bus Conduct Report within the specified time limitation described herein.
- D. The Driver or Bus Monitor shall keep a copy of the referral and deliver the original to the Dispatcher for disbursement to School Safety. The administrator shall within four (4) days from the date of referral, forward the copies with a response to their appropriate designation. (See Appendix IV).



- E.** Upon receipt of the appropriate administrator's response, the Director of Transportation or designee shall make known, as soon as possible, to the referring Driver or Bus Monitor, the administrator's response.
- F.** If a passenger becomes so unruly as to present immediate danger to the health and safety of other passengers, the Driver shall park the vehicle in an area reasonably free of traffic. The Driver shall immediately contact the Department of Transportation and wait for the appropriate authority(ies) to arrive and determine the type of disciplinary action to be taken. TUSD School Safety shall ensure that assistance is available on call for the entire time that buses are scheduled to run. If the unruly passenger is an Exceptional Education student, the appropriate administrator shall be notified immediately by the Transportation Department. The administrator shall within four (4) days inform the Driver(s) and/or Bus Monitor(s) about the behavior plan recommended.
- G.** When an Exceptional Education student has a discipline problem on a school bus, the appropriate administrator shall be informed immediately and the behavior plan shall be written in conjunction with the Individual Education Plan (I.E.P.). Drivers and Bus Monitors shall be provided eight (8) hours in-service training in behavioral and medical problems of Exceptional Education students each school year. A fifteen (15) minute period shall be allowed when possible after the A.M. and before the P.M. routes for discussion of behavior programs and problems of Exceptional Education students. These discussions shall be between Driver(s) and/or Bus Monitor(s) and Exceptional Education students' teachers and/or administrators.
- H.** When an administrator suspends a student from the bus, the Director of Transportation and/or designee, shall be informed immediately of the time involved and the student's name. The Director and/or designee shall in turn immediately notify the affected Driver(s) and/or Bus Monitor(s) of the suspension.
- I.** For any student known to be aggressive to others or himself and any student with a medical disability that may require emergency help, i.e. diabetic, wheelchair, epileptic, hypoglycemic, heart patient, emotionally out-of-control, breathing problems, etc., the Driver(s) or Bus Monitor(s) shall have the disability marked on the route card beside the student's name.
- J.** In addition, if the run or route requires a Bus Monitor(s), that route or run card shall be marked at the top of the route card in red pencil as needing a Bus Monitor(s).
- K.** A Driver/Bus Monitor who believes the administrator's decision to be inadequate or unfair shall have the right, with AFSCME representation, to consult with the site administrator and/or Director of Transportation and/or designee.
- L.** The District may request that AFSCME meet with the District representative to re-negotiate this Article upon thirty (30) days written notification.

- 23-8** The District shall provide and maintain in proper working order a telephone at each worksite for local calls only for the use of the employees.
- 23-9** The District shall make a concerted effort to assign available work to the job classification that is most appropriate, and only in cases when the appropriate classification is not available, assign work to other employees by departmental seniority.
- 23-10** The Department shall have available for review a copy of all applicable State and Federal laws as regularly kept by the Transportation Department.
- 23-11** Employees shall be notified within five (5) days of the District's receipt of information indicating a concern about their work status.
- 23-12** The Transportation Department shall provide appropriate supplies and equipment in sufficient quantity to clean and maintain vehicles.
- 23-13** All bus drivers and monitors shall be admitted without charge to all District events held at District facilities, when transporting students to those events.
- 23-14** Any driver who develops a medical condition which would preclude them from driving a school bus shall have 180 days to resolve the issue. During this time, the driver will perform monitor duties at monitor wages. If the condition cannot be resolved within 180 days, the driver shall be permitted to change to a monitor classification, if one is available. During this time, employee’s route may be posted for bid should the employee’s medical condition continue past the next scheduled quarterly bid.
- 23-15 Paid Duty Days**  
Regular full and part-time Transportation employees shall be scheduled for in-service three (3) days during the year.

**ARTICLE TWENTY-FOUR**

**LEAVES OF ABSENCE WITH PAY**

**24-1 Sick Leave Eligibility**

All employees (full-time and part-time) covered by this agreement shall be eligible for leaves with pay as described in the sections below.

**24-2 Sick Leave**

**A.** Sick leave accrual shall be accrued for all members of the bargaining unit, without limit, prorated based on the number of regularly assigned daily hours at the following rates:

	<u>Sick Leave</u>
12-Month	8 Days a Year
10-1/2 Month	5 Days a Year
10-Month	5 Days a Year
9-1/2-Month	5 Days a Year

9-Month

5 Days a Year

- B.**
1. An employee is required to notify their immediate supervisor(s) or designee(s) of a necessary sick leave absence at least one-half (1/2) hour prior to the start of the employee's workday.
  2. In addition to 1) above, Site Custodians for Elementary and Middle Schools are required to notify their immediate supervisor(s) or designee(s) and Security (day shift) of a necessary sick leave absence at least one-half (1/2) hour prior to the start of the employee's workday.
  3. Each supervisor of Blue Collar employees shall provide each employee under their direction the written telephone number of the immediate supervisor or designee the employee must notify.
- C.** An employee who leaves their assignment before the workday is finished or starts the workday late due to illness or medical appointments, shall have their absence time charged to sick leave to the nearest quarter hour (less than 8 minutes, round down; 8 minutes and over, round up).

**D. Sick Leave Usage****1. Illness**

- a. Sick leave may be used in accordance with the requirements of The Fair Wages and Healthy Families Act, A.R.S. 23-373. For purposes of sick leave, the term immediate family shall include all provisions as defined in this Agreement, A.R.S. 23-371, and further, the definition will extend to include anyone in the metropolitan Tucson area for whom the employee has or shares a major financial responsibility and is an established resident within the employee's household.
- b. A written statement from the treating physician shall be required by the District to substantiate an absence due to an employee's illness or for illness within the employee's immediate family if the absence is more than three (3) consecutive days duration. The District may require a written statement from the treating physician to substantiate any sick leave absence, including those of less than three (3) days, when there is a reasonable doubt as to the proper use of sick leave.

**2. Bereavement**

In the event of death in the immediate family of an employee, the employee may use accumulated paid leave balances for a maximum of eight (8) days (which may include necessary travel time), excluding weekends. Additional days may be granted at the discretion of the Superintendent or the designee. For purpose of this paragraph, the term family shall include all provisions as defined in this Agreement, A.R.S. 23-371, and further, the definition will extend to include anyone in the metropolitan Tucson area for whom the employee has or shares a major financial responsibility and is an established resident within the employee's household.

**24-3 Personal Leave**

- A. Personal leave shall be credited to all members of the bargaining unit. Personal leave for Transportation monitors and bus drivers shall be determined by regular assignment hours at initial selection process.
  
- B. All unused personal leave shall be made part of the employee's accumulated sick leave at the end of each fiscal year. New employees, whose entry day to the District is other than July 1, shall have their personal leave pro-rated.

	<u><b>Personal Leave</b></u>
12-Month	8 Days a Year
10-1/2 Month	7 Days a Year
10-Month	7 Days a Year
9-1/2-Month	7 Days a Year
9-Month	7 Days a Year

**C. Personal Leave Usage**

- 1. Personal leave days may not be taken the day immediately prior to or after a holiday or vacation unless approved by the immediate supervisor. An employee planning to use a personal day or days shall notify their immediate supervisor at least 24 hours in advance except in cases of emergency. The immediate supervisor may deny a personal leave day if critical work cannot be completed by the remaining work force.
- 2. Personal leave may not be taken during the first week, last week, or in the week prior to the start of school unless approved by the employee's immediate supervisor.
- 3. Personal leaves may be limited on a reasonable basis to ensure proper staffing Requests for Personal Leave shall be granted on a first come first served basis.

**24-4 Vacation Leave**

**A. Vacation Leave Eligibility**

An employee must hold a regular part-time or full-time twelve-month position in order to accumulate vacation.

**B. Vacation Leave Usage**

- 1. Years of service shall be calculated from the employee's date of hire as defined in Article 1-8 or with any adjustment as a result of an unpaid leave of absence.

<b>TERM</b>	<b>DAYS</b>
1 <sup>st</sup> through 5 <sup>th</sup> YEAR	10
6 <sup>th</sup> through 15 <sup>th</sup> YEAR	15
16+ YEARS	20

2. All MBUs covered by this agreement shall accrue vacation leave benefits based on the number of regularly assigned daily hours .
3. MBUs will earn vacation during the first year; however, are not eligible to schedule accrued vacation until after completion of the first year of employment.
4. If a nine and one-half (9-1/2) or ten (10) month contract employee is transferred to a twelve (12) month position, the employee shall accrue their vacation from the first day in the new assignment, at the vacation accrual rate equal to the years of service beginning with the date of hire.
5. If a holiday occurs during an employee's vacation, said holiday shall not be deducted from accumulated vacation leave.
6. Vacation Requests: Employees shall be allowed to request use of their vacation from their immediate supervisor/designee in the following manner. Said designee may not be another blue collar employee unless that employee is working out of class.
  - a. No later than September 1 and March 1 of each calendar year, employees shall have twenty (20) days to submit in writing their request(s) for use of vacation time within that six-month time period. Requests shall be date stamped or dated by hand at the time of submission and a copy will be provided to the employee. If these requests are not made timely, the employee risks losing the accrued vacation.
  - b. Employee requests shall be approved or denied in writing on a first-come, first-served basis for each six-month period. During each six-month period, when multiple vacation requests for the same or overlapping time periods have been received on the same day, Section C below shall resolve such conflicts.
 

Once approved in writing, an employee's vacation request will not be revoked to grant a request received later in those six months from an employee with more District seniority. However, if the affected employees and supervisor all agree, changes can be made to the vacation schedule.
  - c. The immediate supervisor shall be responsible for making available and updating the vacation calendar of approved employee requests.
7. **Vacation Approval/Denial:**
  - a. If workload permits, vacation leave shall be granted for those requests submitted in writing by an employee at least ten (10) days prior to the leave. If the nature of the work makes it necessary to limit the number of employees on vacation leave at the same time, such decision shall be based on District seniority on a rotating basis for the calendar year.

Vacation requests shall not be denied for arbitrary or capricious reasons.

- b. The District may require employees to take leave time at times determined by the District in order to accommodate summer maintenance scheduling or temporary, complete or partial closing of various work sites. In such event, employees who do not have the vacation accumulation required for the scheduled closing shall have the option of temporary transfer (if another position is available in the classification) or unpaid leave. However, should the employee choose to take an unpaid leave during a time that coincides with a holiday period, the employee shall be paid for the holidays provided for in Article 29.
- c. The immediate supervisor shall grant or deny in writing a vacation request within ten (10) days of receipt and a copy of any denial shall be forwarded to the Human Resources Department. Employees may request vacation leave on shorter than ten (10) days' notice and for periods of vacation shorter than five (5) days. The immediate supervisor may grant leave on short notice or for short periods.
- 8. If a supervisor denies vacation to an employee and vacation will be lost under those circumstances, the supervisor may submit in writing a request to payout the vacation earned by any employee to the CHIEF FINANCIAL OFFICER (CFO) by March 31 of the year in question. The CFO then shall either mandate that vacation be taken by the employee or approve that the vacation leave be paid out.

Twelve (12) month employees may accumulate no more than 160 hours (or prorated cap) of vacation at any given time. No more than 160 hours may be rolled over into the next fiscal year. Vacation must be scheduled no less than 10 days in advance, unless approved by current supervisor, or except in cases of emergency, to ensure that an employee has the opportunity to use available vacation time.

#### **24-5 Jury Duty/Litigation**

- A. Employees subpoenaed for jury duty or as a witness in the course and scope of employment shall not suffer loss of earnings as a result of such service. An employee may choose: 1) to keep their jury duty or witness pay and have their pay docked an equal amount; or, 2) in cases where jury duty pay exceeds the employee's daily rate, they may use a personal leave day or be docked at their daily rate, instead of using a jury code for those days.
- B. An employee subpoenaed for jury duty or as a witness shall submit a copy of the jury summons or subpoena to their immediate supervisor and inform the supervisor of their choice regarding jury duty or witness pay prior to the appearance date. It is the employee's responsibility to report a jury duty or witness absence to the time clock

system. No report of jury duty or witness absence need be submitted if the employee chooses to take a pay dock or a personal leave day.

- C. Absences due to litigation while the employee is either a plaintiff, a defendant, or subpoenaed as a witness outside of the course and scope of employment must be charged to personal leave, vacation, or dock, and may be taken before or after a holiday.

#### **24-6 Military Leave**

Employees shall 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 "year" means the fiscal year of the U.S. Government (A.R.S. §38-610).

#### **24-7 Industrial Illness or Injury**

- A. An employee may use accumulated paid leave (sick, personal or vacation) for absences due to an industrial injury. After the seventh day of absence, the District's Self-Insured Workers' Compensation Trust Fund will begin compensating the employee in accordance with state law. The employee may utilize any remaining paid leave to supplement the Worker's Compensation payment up to 100% of his/her regular pay. Upon the recommendation of the District industrial physician or the employee's personal physician, an Employee injured on the job may choose to work on "limited duty". Such "limited duty" may be in any classification so designated by the District for which the employee is able to perform and shall be paid at the rate at the time of the injury, and shall advance their yearly salary if applicable.
- B. When an employee has been released from an industrial injury with a permanent disability preventing them from performing the duties of their previous job classification, the District shall attempt to find a position for which the employee can qualify, and in which reasonable accommodations can be made for the disability. In such a placement, the employee shall be paid the appropriate rate for the position.
- C. Within four (4) weeks of return to work, an employee may make arrangements with Payroll to buy back sick leave used for an on-the-job injury.

#### **24-8 Compensation**

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

#### **24-9 Released Time**

- A. Released time may be granted to attend an approved conference or convention which would enhance an employee's performance. First consideration shall be given to employees participating or presenting in the conference.

- B. Released time may also be granted to provide representation at grievance hearings, arbitration proceedings or when a District representative and/or designee has requested in writing for an AFSCME steward to be present.

#### **24-10 Medical Leave Assistance Program**

- A. Employees who have depleted their accrued sick and personal leave as a result of serious illness or injury may request access to the Medical Leave Assistance Program by submitting a form to the Chief Human Resource Officer asking to receive donations of sick leave from other employees. Serious illness or injury is defined as a "non-work related" illness or injury that is anticipated to last for the continuous period of time of four or more weeks, as verified by a licensed health care practitioner.
- B. The donor employee may donate a maximum of five (5) sick leave days annually and may only donate if they have thirty (30) or more days of accumulated sick leave. The donor employee shall designate the donation in the name of the employee to receive the donation.
- C. The recipient employee shall 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 shall be held in reserve and credited to the employee only if needed. If not needed, days in excess of one week beyond the original amount requested shall be restored to the donor(s). Days of leave, not the actual wage of the donor employee, shall be donated.
- D. No employee shall be eligible for the Medical Leave Assistance Program after they qualify for long-term or short-term disability coverage.

- 24-11** When it has been determined by an employee's supervisor that an employee has been physically assaulted by a student, the employee will be allowed up to two (2) days leave not charged to the employee.

### **ARTICLE TWENTY-FIVE**

#### **LEAVES OF ABSENCE WITHOUT PAY**

##### **25-1 Family Medical Leave (FML)**

- A. All requests for Family Medical Leave by District employees will be processed in accordance with the corresponding Governing Board Policy.

##### **25-2 Governing Board Leave**

- A. Any regular employee who has completed the required probationary period in the District may request a leave of absence without pay for any length of time up to one (1) year for reasons of:
  1. Health
  2. To attend an accredited institution of higher learning;
  3. New infant care or elderly parent care for an individual who resides in the employee's household;
  4. Bona fide AFSCME business; or



**5. Military service.**

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

- B.** Requests for medical leave shall be accompanied by a doctor's verification of the illness or disability and projected date of return to work.
- C.** Notification of intention to resume employment by the employee must be made in writing thirty (30) calendar days prior to date of return.
- D.** An employee on unpaid leave of absence shall be allowed to continue insurance coverage in the program in which the employee is enrolled, provided the employee notifies the District of their desire to continue, and pays the premiums for the insurance and other benefits at their expense. Any employee so notifying the District shall be provided with information regarding premium payment amounts and due dates.
- E.** Positions held by employees on leave status lasting over nine (9) months shall be considered vacancies and posted for bid. When it is known a leave shall extend beyond nine (9) months, the position may be posted after the end of the eighth (8) month.
- F.** Induction into the military for an extended period of time shall not be at the District's expense; however, TUSD will comply with applicable federal and state law regarding placement of the employee in their former or comparable position upon return.

**25-3 Short Term Leaves****A. Medical**

An employee who has exhausted accumulated sick leave, personal leave, and vacation leave, yet is medically unable to return to work, shall be allowed up to thirty (30) days on unpaid medical leave. The employee shall be responsible for the cost of their monthly insurance premiums or costs that the District would otherwise pay for the employee's health insurance benefit which the employee was enrolled at the beginning of their unpaid medical leave.

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.

**B. Emergency**

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

of emergency leave in the contract year. If the employee should need additional unpaid time off during the school year, then employee shall follow the procedure identified in Article 25-2.

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

- C. Short Term Medical Leave and Family Medical Leave may not be used consecutively and will be administered In accordance with TUSD Governing Board Policy.

#### **25-4 Maintenance of Position**

Upon termination of any of the unpaid leaves of absence above, the employee, if they have not been subject to layoff, shall be restored to their previous position, grade and step. If the position has been eliminated, the employee shall be placed in another position in the same classification, based upon their classification seniority. If classification seniority does not entitle the employee to a position in the classification then the Involuntary Work Adjustment Article 17 shall apply.

Seniority shall not accrue during the unpaid leave of absence above, but shall be restored at the level prior to the leave of absence.

### **ARTICLE TWENTY-SIX**

#### **HOURS OF WORK**

**26-1** Each employee is entitled to consecutive calendar days off during the work week which shall be two (2) calendar days when working an eight (8) hour normal workday, and three (3) calendar days when working a ten (10) hour normal work day.

**26-2** Each employee working at least five (5) hours a day on a regular basis shall be entitled to a duty-free lunch period. Lunch period may be interrupted in cases of emergency. If an employee's lunch period is interrupted because of an emergency, the time lost will be made up during the week at a time(s) mutually agreeable between the employee and supervisor.

**26-3** An employee working ten (10) hours a day shall be allowed a twenty (20) minute paid uninterrupted break, each one-half (1/2) shift.

An employee working six (6) to eight (8) hours a day shall be allowed an uninterrupted fifteen (15) minute paid break, for each four (4) hours of continuous work.

Breaks may be interrupted if deemed necessary by an appropriate authority in order to protect the health and safety of students, employees and/or the public and to protect District facilities. Breaks shall not be unreasonably interrupted.

Breaks may not be accumulated or saved to be used at a later time.

**26-4 Call Back Pay**

An employee who has finished their daily assignment and left the place of employment and is later called back by their immediate supervisor shall be compensated for three (3) hours or actual time worked, whichever is greater.

**26-5 Overtime**

- A. At the District's discretion, employees may be either paid at the premium rate of time and one-half for hours worked in excess of forty (40) hours per week, or in lieu of time and one-half pay, may be given comp time off at the premium rate of time and one-half. Advanced approval to work overtime must be received from the employee's supervisor. If, during the term of this agreement, FLSA rules change to prohibit an employer's discretion to pay "compensatory" time in lieu of one and a half (1-1/2) times pay, the District shall comply with the law.
- B. Any period worked beyond forty (40) hours of the employee's scheduled work week must be authorized by the immediate supervisor, following administrative procedures, prior to that work period.
- C. Overtime assignments at worksites shall be posted in a place accessible to employees and distributed equally among those worksite employees who volunteer for overtime. The immediate supervisor shall be responsible for maintaining an overtime volunteer list in order of classification seniority. (See Appendix VII).
- D. Overtime assignments shall be available for review by AFSCME representatives upon request.

**26-6 Involuntary Overtime**

To assure effective operation at all school facilities, the District reserves the right, in the absence of volunteers, to assign overtime on an involuntary basis to the employees at the worksite/unit with the least bargaining unit seniority. However, notwithstanding the provisions of the sentence just preceding, in cases of emergency the District may assign overtime to the first available employee qualified to perform the required services.

**26-7 Work Schedule Review for Facilities Support Services**

Section supervisors shall determine prior to summer and fall seasons the need to change parameters for work schedules (start times) and shall provide the start times to all employees within each of the sections and allow them to designate a preference. All recommendations shall be submitted to the Director of Facilities Support Services for final review, determination, and implementation.

**26-8 Meetings Scheduled by Supervisor**

When supervisors schedule meetings with employees to discuss job-related concerns during non-pay time, employees shall receive their regular rate of pay for such time. If, as a result, the employee works over 40 qualified hours/week (actual hours worked plus holiday), employee shall be entitled to overtime or comp time at overtime rate.

## **ARTICLE TWENTY-SEVEN**

### **PROFESSIONAL DEVELOPMENT PROGRAM**

A Professional Development Fund will be reinstated by mutual agreement of the parties if the District determines that professional development funds are available at a future date and, at that time, a committee consisting of representatives from both TUSD and AFSCME shall be formed and shall meet to set the guidelines for accessing the Professional Development fund. These guidelines shall include eligibility requirements and the application process.

## **ARTICLE TWENTY-EIGHT**

### **FRINGE BENEFITS**

#### **28-1 Medical Insurance**

A. For the duration of this agreement, the medical premiums shall reflect the affordability contribution percentage determined by the requirements of the Affordable Care Act.

#### **28-2 Open Enrollment**

At least once per school year, an employee shall have the opportunity to select their insurance coverage. Any open enrollment period shall be three (3) weeks in duration.

#### **28-3 Newly Eligible Employees**

A newly eligible employee (one who has not previously been eligible for District insurance as a continuing TUSD employee in any capacity) shall be provided at least thirty (30) calendar days to select their health insurance programs. If employee declines to participate in any District insurance programs, they shall so indicate the refusal on the enrollment form.

#### **28-4 Termination of Coverage**

For twelve (12) month employees, and for employees working less than twelve (12) months who terminate before the last duty day of their current contract, termination of employment shall terminate the District's further contribution to District-sponsored single coverage medical insurance at the end of the month in which termination occurred.

#### **28-5 District Contribution**

District contribution to the District-sponsored single coverage medical insurance is pro-rated for new employees based upon the portion of the contract year the employee works.

#### **28-6 Life Insurance**

All full-time employees who elect insurance coverage shall be provided at District expense with a term life insurance policy equal to the employee's base salary as of July 1, of the current school year, but not less than \$10,000. Employees shall have the option of purchasing additional term life insurance at their own expense.

#### **28-7 Mileage Allowance**

Employees who have prior authorization and are required to utilize their own vehicle in the performance of District duties or to transport themselves or District equipment to worksites other than their initially scheduled regularly assigned worksites, shall receive reimbursement as set by the Board for miles driven from the permanently assigned worksite to all other

sites, including the distance between temporary worksites. This reimbursement shall occur in accordance with Board Policy EEB-R1.

**ARTICLE TWENTY-NINE**

**HOLIDAYS**

**29-1** All regular twelve-month employees shall be granted the following paid holidays, provided the employee was on-pay status during any portion of their regular workday of their regular assignment immediately preceding and succeeding the holiday. If an employee utilizes leave prior to, or after a holiday, and is out of leave balances, they will not be considered on-pay status and thus will not be eligible to receive holiday pay.

Independence Day	(1)
Labor Day	(1)
Veterans' Day	(1)
Thanksgiving	(2)
Winter Break	(10)
Martin Luther King Day	(1)
Rodeo	(2)
Spring	(1)
Memorial Day	(1)

**29-2** All regular nine and a half (9-1/2) and ten (10) month employees shall be granted the following paid holidays with the same on-pay status restrictions as described above:

Labor Day	(1)
Veterans' Day	(1)
Thanksgiving	(2)
Winter Break	(10)
Martin Luther King Day	(1)
Rodeo	(2)
Spring	(3)

**29-3** An employee required to work on a holiday shall be compensated at one and a half (1-1/2) times their normal rate of pay.

**29-4 Paid Duty Days**

Regular full and part-time Transportation employees shall be scheduled for in-service three (3) days during the year.

**ARTICLE THIRTY**

**SEPARATION BENEFITS**

**30-1 Severance Pay – Discontinued as of July 1, 2010**

As of June 30, 2010, the employee’s severance pay benefit is calculated as follows for those with 13 or more years of continuous service. This dollar amount will be frozen as the employee’s minimum severance pay and will be paid out at the employee’s separation. It is calculated at .006 times the FY 2010 salary times the employee’s years of service.

**30-2 Sick Leave Pay at Separation – Effective July 1, 2010**

- A. After ten (10) consecutive years of service in the Tucson Unified School District, employees who are members of the bargaining unit as of the effective date of the agreement, or who become members after the effective date of the agreement, shall receive pay for unused sick leave at separation.
- B. The amount of payment shall be 2/3rds of the base salary- the hourly rate of pay for Step 1 of the grade level of the employee at separation, times the number of sick leave hours accrued, up to a maximum of 500 hours. Payment shall be included in the last payroll in that fiscal year or the first payroll of the following fiscal year, at the District's option. All legally required deductions shall be taken from the incentive payment including the employee's contribution to the State Retirement Fund, if any. The value of this calculation will be in addition to those employees who meet the requirements of 30-1. The rights contained in this paragraph are not considered vested rights.
- C. If an employee is eligible for the separation incentive but dies before the payment is made, said payment shall be paid to the estate of the deceased.

**30-3** Those benefits contained in 30-1 and 30-2 are only available to those employees who voluntarily separate from the District.

**30-4** Upon separation, employees shall receive pay at their hourly rate for all unused vacation leave.

**ARTICLE THIRTY-ONE****WAGES**

- 31-1 A.** The salary schedule for 2022-2024 shall be listed in Appendix II.
- B.** If additional revenues become available to the District through legislative appropriation, state sales tax revenues, payment of back revenue or inflation adjustment owed by the State of Arizona, decrease in anticipated cuts or decrease in revenue drop, or other legal enactment and if those revenues are appropriated, authorized, and/or permitted to be used for salaries during the current contract year, the Bargaining Unit Employee may be given an additional raise in salary, if so approved by the Governing Board in its sole discretion. Any such salary increase shall be apportioned to the Bargaining Unit Employee in a manner that will be determined by the Governing Board, after having been approved by AFSCME and proposed by the District, unless the authorizing enactment specifies the method by which the increase is to be distributed. The Employee must be employed by the District prior to July 1 of the contract year to receive any increase.

**31-2 Longevity Stipend**

Beginning School Year 2015-16 employees will no longer receive the longevity stipend. Employees who were receiving longevity stipends as of July 1, 2015 will be credited with steps to embed their longevity into their base salary.

**31-3** At the completion of each year employees will advance one step on the salary schedule pending Governing Board Approval.

**31-4 Shift Differential**

All employees regularly scheduled to start work at/after the hour of 1:00 p.m. or before the hour of 5:00 a.m. shall have fifty-five (55¢) cents per hour added to their hourly rate as shift differential. Employees normally assigned to night shift shall receive shift differential when absent or temporarily assigned to day shift, including when temporarily assigned to day shift during winter break or summer.

**31-5 Working Out of Class**

Effective August 1, 2006, employees assigned by the District to work in a higher paying classification shall receive compensation in the amount \$2.75 per hour more than their regular rate of pay for the actual hours worked in the higher paying classification. Employee may only be placed in an out of class assignment with the approval of the employee's supervisor/manager.

An out-of-class assignment is one in which the employee is replacing an absent employee in the classification, or is assigned to the classification and given the responsibilities of the position for a minimum of five (5) days within a pay period. An out of class assignment will need to be renewed after thirty (30) days should the site supervisor/manager determine an extension is necessary upon approval by the Executive Director of Human Resources or the designee.

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

**31-6** Roving custodians shall be paid additional compensation of \$5.00 per day for each day they are directed to and do report first to a site other than the central maintenance area.

**31-7 Employee Uniforms**

The District shall provide uniformed security agents with standard issue uniforms and footwear upon hire. In addition, replacement uniform wear and web gear shall be provided as needed. Items issued to the employee by the District shall be returned upon separation.


**RATIFICATION**

Unless specified otherwise in this Agreement, the provisions of this Memorandum of Understanding shall be effective July 1, 2022 and shall remain and continue in effect through the thirtieth day of June 2024.

In Witness whereof, the parties hereunto set their hands and seals..

**Tucson Unified School District**

**American Federation of State, County  
and Municipal Employees, Local 449**

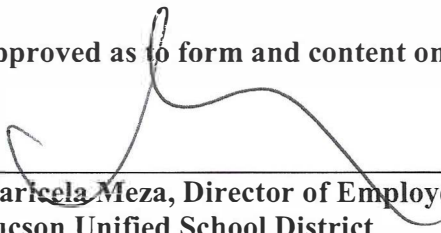
  
\_\_\_\_\_  
Adelita S. Grijalva, President  
TUSD Governing Board

  
\_\_\_\_\_  
Cindy Graybill, TUSD Chair  
AFSCME

Date: 6/21/22

Date: 7/21/22

Approved as to form and content on this 21 day of June, 2022, by:

  
\_\_\_\_\_  
Maricela Meza, Director of Employee Relations  
Tucson Unified School District



**APPENDIX I**  
**Blue Collar Classifications (BCL)**  
Updated May 2023

<b>GRADE</b>	<b>TITLE</b>	<b>Entry Rate</b>
D	Bus Monitor	\$15.45
D	Custodian	\$15.45
D	Custodian -Food Service	\$15.45
D	Custodian – Roving	\$15.45
D	Custodian – Utility	\$15.45
D	Custodian and Grounds Worker	\$15.45
D	Food Service Custodian	\$15.45
D	Food Service Delivery Driver	\$15.45
D	Warehouse Assistant	\$15.45
D	Warehouse/Delivery Worker	\$15.45
D	Custodian Lead	\$15.77
D	Bindery Clerk	\$15.92
D	Print Production Clerk	\$15.92
E	Appliance Repair Technician	\$16.11
E	Warehouse/Delivery Worker, Lead	\$16.11
E	Auto Parts Clerk	\$16.11
E	Pre-Press Production Technician	\$17.61
E	Transportation Liaison	\$17.61
E	Transportation Routing Technician	\$17.61
G	Preventive Maintenance Technician	\$17.49
H	Grounds Equipment Operator	\$18.42
H	Grounds Worker	\$18.42
H	Grounds Worker - Pesticide	\$18.42
H	Grounds Technician - Irrigation	\$18.42
H	Grounds Technician - PE Equipment Repair	\$18.42
H	Grounds Worker – Roving	\$18.42
H	School Safety Dispatcher	\$21.59
I	Facilities Technician – Building Maintenance	\$19.01
I	Facilities Technician – Carpentry	\$19.01
I	Facilities Technician - Custodial Engineering	\$19.01
I	Facilities Technician - Furniture Shop	\$19.01
I	Facilities Technician - Glazier	\$19.01
I	Facilities Technician - Locksmith	\$19.01
I	Facilities Technician - Painter	\$19.01
I	Facilities Technician - Roofing	\$19.01
I	Facilities Technician - Sheet Metal Fabricator	\$19.01
I	Facilities Technician - Surface Materials	\$19.01
J	Asbestos Abatement Worker	\$19.81
J	Auto Parts Technician	\$19.81
J	Automotive Data Control Technician	\$19.81
J	Facilities Technician - Fire System	\$19.81

J	Facilities Technician - Welder	\$19.81
J	Server Systems Specialist	\$19.81
J	Transportation Bus Driver, Lead	\$20.21
J	Musical Instrument Repair Technician	\$20.41
J	Facilities Technician - Upholsterer	\$20.82
J	Facilities Technician - EMCS	\$21.45
K	Uniformed Security Officer	\$20.61
N	Food Service Equipment Specialist	\$24.33
N	Facilities Technician - Cement Finisher	\$24.33
N	Facilities Technician - Electrician	\$24.33
N	Facilities Technician - HVAC	\$24.33
N	Facilities Technician - Plumber & Welder	\$24.33
N	Facilities Technician - Plumbing	\$24.33
N	Fleet & Heavy Equipment Mechanic	\$24.33
N	Fleet & Heavy Equipment Mechanic, Senior	\$25.31
Bus Driver	Transportation Bus Driver	\$18.97

**APPENDIX II**

**Blue Collar Wage Scale**

July 1, 2022 through June 30, 2024 (\*Per GB approval 7/12/22, minimum wage increased to \$15/hr)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
<b>Grade D</b>	\$15.45	\$15.60	\$15.77	\$15.92	\$16.08	\$16.24	\$16.40	\$16.56	\$16.74	\$16.90
<b>Grade E</b>	\$16.11	\$16.27	\$16.43	\$16.59	\$16.76	\$16.93	\$17.10	\$17.27	\$17.44	\$17.61
<b>Grade F</b>	\$16.79	\$16.96	\$17.12	\$17.29	\$17.47	\$17.64	\$17.82	\$18.00	\$18.18	\$18.36
<b>Grade G</b>	\$17.49	\$17.68	\$17.85	\$18.03	\$18.21	\$18.39	\$18.57	\$18.76	\$18.95	\$19.14
<b>Grade H</b>	\$18.24	\$18.42	\$18.60	\$18.79	\$18.98	\$19.17	\$19.36	\$19.55	\$19.75	\$19.95
<b>Grade I</b>	\$19.01	\$19.20	\$19.39	\$19.58	\$19.78	\$19.98	\$20.18	\$20.38	\$20.58	\$20.79
<b>Grade J</b>	\$19.81	\$20.01	\$20.21	\$20.41	\$20.61	\$20.82	\$21.03	\$21.24	\$21.45	\$21.66
<b>Grade K</b>	\$20.64	\$20.86	\$21.06	\$21.27	\$21.48	\$21.70	\$21.92	\$22.14	\$22.36	\$22.58
<b>Grade L</b>	\$21.52	\$21.74	\$21.95	\$22.17	\$22.39	\$22.61	\$22.85	\$23.07	\$23.30	\$23.53
<b>Grade M</b>	\$22.43	\$22.65	\$22.88	\$23.11	\$23.34	\$23.57	\$23.81	\$24.05	\$24.29	\$24.53
<b>Grade N</b>	\$23.38	\$23.61	\$23.85	\$24.09	\$24.33	\$24.57	\$24.82	\$25.07	\$25.31	\$25.56
<b>Bus Driver</b>	\$18.97	\$19.16	\$19.35	\$19.54	\$19.74	\$19.94	\$20.14	\$20.33	\$20.54	\$20.75

	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
<b>Grade D</b>	\$17.07	\$17.24	\$17.41	\$17.58	\$17.77	\$17.94	\$18.12	\$18.30	\$18.48	\$18.66
<b>Grade E</b>	\$17.80	\$17.97	\$18.15	\$18.33	\$18.51	\$18.70	\$18.89	\$19.08	\$19.26	\$19.46
<b>Grade F</b>	\$18.54	\$18.73	\$18.92	\$19.11	\$19.30	\$19.49	\$19.68	\$19.88	\$20.08	\$20.28
<b>Grade G</b>	\$19.33	\$19.52	\$19.72	\$19.92	\$20.11	\$20.31	\$20.51	\$20.73	\$20.93	\$21.14
<b>Grade H</b>	\$20.14	\$20.34	\$20.55	\$20.76	\$20.96	\$21.17	\$21.38	\$21.59	\$21.82	\$22.03
<b>Grade I</b>	\$21.00	\$21.20	\$21.41	\$21.63	\$21.85	\$22.07	\$22.29	\$22.51	\$22.74	\$22.96
<b>Grade J</b>	\$21.89	\$22.10	\$22.32	\$22.54	\$22.78	\$23.00	\$23.23	\$23.46	\$23.69	\$23.94
<b>Grade K</b>	\$22.81	\$23.04	\$23.27	\$23.50	\$23.74	\$23.97	\$24.21	\$24.45	\$24.69	\$24.95
<b>Grade L</b>	\$23.78	\$24.01	\$24.25	\$24.49	\$24.73	\$24.99	\$25.23	\$25.48	\$25.74	\$26.00
<b>Grade M</b>	\$24.78	\$25.03	\$25.27	\$25.52	\$25.79	\$26.04	\$26.30	\$26.56	\$26.83	\$27.10
<b>Grade N</b>	\$25.83	\$26.08	\$26.34	\$26.60	\$26.88	\$27.14	\$27.41	\$27.68	\$27.97	\$28.24
<b>Bus Driver</b>	\$20.95	\$21.16	\$21.37	\$21.58	\$21.81	\$22.02	\$22.24	\$22.46	\$22.68	\$22.92

	Step 21	Step 22	Step 23	Step 24	Step 25	Step 26	Step 27	Step 28	Step 29	Step 30
<b>Grade D</b>	\$18.86	\$19.05	\$19.23	\$19.42	\$19.62	\$19.82	\$20.02	\$20.22	\$20.42	\$20.62
<b>Grade E</b>	\$19.65	\$19.85	\$20.05	\$20.25	\$20.45	\$20.65	\$20.86	\$21.07	\$21.28	\$21.49
<b>Grade F</b>	\$20.48	\$20.68	\$20.90	\$21.10	\$21.31	\$21.52	\$21.75	\$21.96	\$22.18	\$22.40
<b>Grade G</b>	\$21.35	\$21.56	\$21.78	\$22.00	\$22.22	\$22.44	\$22.66	\$22.89	\$23.12	\$23.35
<b>Grade H</b>	\$22.25	\$22.47	\$22.69	\$22.93	\$23.16	\$23.38	\$23.62	\$23.86	\$24.10	\$24.33
<b>Grade I</b>	\$23.19	\$23.42	\$23.65	\$23.90	\$24.13	\$24.37	\$24.61	\$24.87	\$25.11	\$25.36

<b>Grade J</b>	\$24.17	\$24.41	\$24.65	\$24.91	\$25.15	\$25.40	\$25.65	\$25.92	\$26.18	\$26.43
<b>Grade K</b>	\$25.19	\$25.44	\$25.70	\$25.96	\$26.22	\$26.48	\$26.74	\$27.01	\$27.28	\$27.55
<b>Grade L</b>	\$26.26	\$26.52	\$26.79	\$27.06	\$27.32	\$27.59	\$27.88	\$28.15	\$28.43	\$28.71
<b>Grade M</b>	\$27.37	\$27.64	\$27.92	\$28.20	\$28.48	\$28.76	\$29.05	\$29.34	\$29.63	\$29.94
<b>Grade N</b>	\$28.52	\$28.81	\$29.10	\$29.39	\$29.68	\$29.98	\$30.28	\$30.58	\$30.89	\$31.20
<b>Bus Driver</b>	\$23.15	\$23.37	\$23.61	\$23.85	\$24.09	\$24.32	\$24.56	\$24.82	\$25.06	\$25.31

	<b>Step 31</b>	<b>Step 32</b>	<b>Step 33</b>	<b>Step 34</b>	<b>Step 35</b>	<b>Step 36</b>	<b>Step 37</b>	<b>Step 38</b>	<b>Step 39</b>	<b>Step 40</b>
<b>Grade D</b>	\$20.83	\$21.04	\$21.25	\$21.46	\$21.67	\$21.89	\$22.11	\$22.33	\$22.55	\$22.78
<b>Grade E</b>	\$21.70	\$21.93	\$22.15	\$22.36	\$22.59	\$22.82	\$23.05	\$23.27	\$23.50	\$23.75
<b>Grade F</b>	\$22.62	\$22.86	\$23.08	\$23.31	\$23.54	\$23.78	\$24.02	\$24.26	\$24.50	\$24.75
<b>Grade G</b>	\$23.58	\$23.82	\$24.06	\$24.30	\$24.54	\$24.79	\$25.04	\$25.28	\$25.53	\$25.80
<b>Grade H</b>	\$24.58	\$24.83	\$25.07	\$25.32	\$25.57	\$25.84	\$26.09	\$26.35	\$26.61	\$26.89
<b>Grade I</b>	\$25.61	\$25.88	\$26.13	\$26.39	\$26.65	\$26.93	\$27.19	\$27.46	\$27.74	\$28.02
<b>Grade J</b>	\$26.70	\$26.97	\$27.24	\$27.51	\$27.79	\$28.06	\$28.34	\$28.62	\$28.92	\$29.20
<b>Grade K</b>	\$27.83	\$28.11	\$28.39	\$28.67	\$28.96	\$29.25	\$29.54	\$29.84	\$30.14	\$30.43
<b>Grade L</b>	\$29.01	\$29.30	\$29.59	\$29.89	\$30.18	\$30.48	\$30.78	\$31.10	\$31.41	\$31.72
<b>Grade M</b>	\$30.23	\$30.53	\$30.84	\$31.15	\$31.46	\$31.77	\$32.09	\$32.41	\$32.73	\$33.07
<b>Grade N</b>	\$31.51	\$31.83	\$32.14	\$32.46	\$32.78	\$33.12	\$33.45	\$33.78	\$34.12	\$34.46
<b>Bus Driver</b>	\$25.56	\$25.83	\$26.08	\$26.34	\$26.60	\$26.87	\$27.14	\$27.41	\$27.68	\$27.96

	<b>Step 41</b>	<b>Step 42</b>	<b>Step 43</b>
<b>Grade D</b>	\$23.01	\$23.24	\$23.47
<b>Grade E</b>	\$23.98	\$24.22	\$24.46
<b>Grade F</b>	\$25.00	\$25.24	\$25.49
<b>Grade G</b>	\$26.05	\$26.31	\$26.57
<b>Grade H</b>	\$27.15	\$27.42	\$27.69
<b>Grade I</b>	\$28.30	\$28.58	\$28.87
<b>Grade J</b>	\$29.49	\$29.78	\$30.09
<b>Grade K</b>	\$30.74	\$31.05	\$31.36
<b>Grade L</b>	\$32.04	\$32.36	\$32.68
<b>Grade M</b>	\$33.39	\$33.72	\$34.07
<b>Grade N</b>	\$34.80	\$35.16	\$35.50
<b>Bus Driver</b>	\$28.24	\$28.52	\$28.81

## APPENDIX III



Dear Parents:

Like you, we want your children to be safe from the moment they leave your home in the morning until they return home safely that afternoon. This can best be achieved by our working together.

You can help by discussing a few simple but effective precautions with your child concerning the “day away” from home. These precautions include making sure you and your child know:

1. the route you want taken to and from the bus stop, discussing both safety precautions and common courtesies to be maintained in route and at the bus stop,
2. the correct bus route number,
3. what to do if the bus is late in the morning or no one is home in the afternoon, and
4. to ALWAYS board and depart the bus at the correct stop as known and approved by you.

We hope it will never be necessary for your family to be concerned with violations of bus rules. You and your child should be aware of the discipline procedures designed to correct any concerns. Please take a few moments to go over these bus rules as outlined in the Guidelines for Rights and Responsibilities Handbook:

1. Always comply with bus driver’s/monitor’s directions.
2. Use classroom voice only (No profanity/loud noises)
3. Remain seated.
4. Keep hands, feet, and head inside bus, all personal possessions must be under control at all times.
5. Keep unauthorized materials and substances off the bus including: snacks, drinks, animals, glass objects, weapons, skateboards, large radios, other large electronic devices, or large objects that occupy a seat space.

The consequences listed below are to be implemented after “on-bus” interventions have been exhausted and may be in addition to any imposed by the Principal or designee.

1<sup>st</sup> Bus Conduct Report: Warning to the student with a report to parents.

2<sup>nd</sup> Bus Conduct Report: In-house suspension or suspension of riding privileges, report sent to parents. Terms of the suspension of riding privileges will depend on the severity of the infraction.

3<sup>rd</sup> Bus Conduct Report: Automatic suspension of riding privileges for a minimum of five days.

Beginning with each academic year, discipline will be based on an annual accrual of referrals.

**SEVERE CLAUSE: INCIDENTS INVOLVING MAJOR VIOLATIONS OF THE GUIDELINES FOR RIGHTS AND RESPONSIBILITIES. AN IMMEDIATE SUSPENSION OF RIDING PRIVILEGES MAY BE IMPOSED.**

By working together, we can safeguard your child from potential hazards associated with all aspects of transportation, both on and off the bus. If there is anything else we can do to make school bus transportation safer for your child, please let us know.

Sincerely,

APPENDIX IV

BUS CONDUCT REPORT

TUCSON UNIFIED SCHOOL DISTRICT
P.O. Box 40400
Tucson, Arizona 85717

STUDENT'S NAME (PLEASE PRINT)

DATE OF INCIDENT

Bus # Route # A.M. or P.M. Facility DRIVER OR MONITOR'S NAME (PRINT)

BCR'S ARE ISSUED AFTER VERBAL WARNING AND OTHER ACTION BY BUS DRIVER OR MONITOR (EXCEPT SEVERE)

SCHOOL OF ATTENDANCE

RECEIVED BY

DATE

Students who ride a school bus are subject to regulations at the bus stop and on the bus. Misbehavior that distracts the driver or creates problems at the bus stop jeopardizes the rights or safety of all students. Riding a bus is a privilege and can be revoked at any time. This student has been cited for the following infraction(s).

- [ ] THIS STUDENT SETS A GOOD EXAMPLE/FOLLOWS BUS RULES. YOUR PRINCIPAL AND YOUR SCHOOL BUS STAFF APPRECIATE YOU.
[ ] YOUR BEHAVIOR IS IMPROVING

SEVERE OFFENSES

MAJOR OFFENSES

MINOR OFFENSES

- [ ] THREATS/INTIMIDATION/GANG SIGNS
[ ] THROWING OBJECTS
[ ] FIGHTING/WEAPONS
[ ] ILLEGAL ORGANIZATION/GRAFFITI
[ ] ILLEGAL SUBSTANCES
[ ] SEXUAL MISCONDUCT
[ ] INAPPROPRIATE RACIAL COMMENTS
[ ] ENDANGERING SELF OR OTHERS
[ ] REPEATED MINOR OFFENSES
[ ] PROFANITY DIRECTED AT DRIVER OR MONITOR
[ ] REFUSAL TO IDENTIFY SELF OR FALSE I.D.
[ ] REFUSAL TO OBEY RULES
[ ] VANDALISM TO BUS OR BUS STOP AREA
[ ] UNAUTHORIZED USE OF EMERGENCY DOOR
[ ] DISRESPECT TO OTHER STUDENTS OR PERSONS
[ ] EATING, DRINKING, CHEWING GUM
[ ] PENCIL, PEN, OR OTHER SHARP OBJECT OUT
[ ] PLAYING AUDIO EQUIPMENT ON BUS
[ ] NOT SITTING PROPERLY
[ ] OTHER MINOR BEHAVIOR CONCERN

SEVERE CLAUSE: Incidents involving major violations of the Guidelines for Rights and Responsibilities. An immediate suspension of riding privileges may be imposed.

- [ ] ANIMALS, GLASS OR SKATEBOARDS
[ ] OTHER MAJOR BEHAVIOR CONCERNS
[ ] REPEATEDLY OUT OF SEAT
[ ] RUSHING THE BUS, PUSHING

OTHER OFFENSES

- [ ] MISCONDUCT AT A BUS STOP
[ ] PLEASE SPECIFY UNDER ADDITIONAL FACTS

- [ ] CROSSING BEHIND THE BUS
[ ] HANGING OUT OF WINDOW

(Please Print legibly)

PRIOR TO ISSUING THE BCR WAS THE CHILD INFORMED OF THE BUS RULES AND DID THE CHILD KNOW THEY WOULD BE RECEIVING THIS

BCR:

ADDITIONAL STUDENTS INVOLVED IN THE INCIDENT:

WHAT ACTIONS DID YOU TAKE BEFORE WRITING BUS TICKET:

ADDITIONAL FACTS:

ADMINISTRATOR ACTION(S) TAKEN: (Please Print Legibly)

First Offense [ ] Date: Second Offense [ ] Date: Third Offense [ ] Date

Bus Driver/Bus Monitor Signature

Administrator's Signature

Please FAX a copy of this report with Administrator's Actions to the Transportation Department: Central & West - 225-4800, East - 731-6706 BEGINNING WITH EACH ACADEMIC YEAR, DISCIPLINE WILL BE BASED ON AN ANNUAL ACCRUAL OF REFERRALS.

**APPENDIX V**

**TUCSON UNIFIED SCHOOL DISTRICT  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES**

**PETITION OF GRIEVANCE MEDIATION AGREEMENT**

The parties (as defined below) jointly hereby request the assistance of the Federal Mediation and Conciliation Services (FMCS) in the attempted resolution before them today. The parties agree to the following:

1. Grievance mediation is a supplement to, and not a substitute for, the steps of the contractual grievance procedure.
2. Any time limits in the parties’ labor agreement must be waived to permit the grievance to proceed to arbitration should the mediation be unsuccessful.
3. Proceeding before the mediator will be informal and rules of evidence do not apply. No record, stenographic or tape recording of the meeting will be made. The mediator notes are confidential and content shall not be revealed.
4. The mediator may conduct the conference utilizing all of the customary techniques associated with mediation, including the use of separate caucuses.
5. The mediator has no authority to compel resolution of the grievance.
6. In the event that no settlement is reached during the mediation conference, the mediator may provide the parties either in separate or joint session with an oral advisory opinion.
7. If either party does not accept an advisory opinion, the matter may then proceed to arbitration in the manner and form provided in their collective bargaining agreement. Such arbitration hearings will be held as if the grievance mediation effort had not taken place. Nothing said or done by parties or the mediator during the grievance mediation session can be used against them during arbitration proceedings.
8. FMCS and the mediator appointed by the Service will be held harmless of any claim of damages arising from the mediation process.

(name)	(date)	TUSD Representative
(name)	(date)	AFSCME Representative
(name)	(date)	Grievant (if present) Grievance No. _____







**APPENDIX VIII**  
**TUSD EMPLOYEE**  
**SAFETY SUGGESTION FORM**  
 (Instruction on reverse of this form)

Employee Name: \_\_\_\_\_

Date: \_\_\_\_\_

(optional)

Work Site: \_\_\_\_\_ Exact Location or Dept: \_\_\_\_\_

Description of Unsafe Conditions or Practice:

---



---



---



---

Causes or Contributing Factors:

---



---

Suggestion for Improving Safety:

---



---

Do Not Write Below This Line

.....

For use by Health and Safety Committee Only

RECOMMENDATION OF THE HEALTH AND SAFETY COMMITTEE:

\_\_\_\_\_ Accept – Additional Suggestions:

---



---

\_\_\_\_\_ Reject – Reason for Rejection:

---



---

TO BE COMPLETED BY THE SITE ADMINISTRATOR:

Site Administrator’s Decision and Action Taken:

---



---

If Accepted, Date Implemented: \_\_\_\_\_ Work Order #: \_\_\_\_\_

Description of How Implemented/Corrective Action:

---

---

---

**INSTRUCTIONS**

Blue Collar Employees are encouraged and expected to help TUSD maintain a safe environment for employees, students and the public. As part of our concern to reduce illness and injury, Blue Collar employees are given access to suggestion forms for input. Employees may make suggestions by contacting any member of the Blue Collar Health and Safety Committee. At the employee's discretion, suggestions may be made anonymously or employees may identify themselves, if they wish. Under NO circumstances will any employee be subject to disciplinary action or discharge as a result of submitting legitimate suggestions or bringing injury or illness hazards to the attention of management for corrective action.

Safety Suggestion Forms may be turned in to any Member of the Blue Collar Health and Safety Committee in person or via interoffice mail. Members and job sites are as follows:

A thorough investigation will be conducted or directed by the Blue Collar Health and Safety Committee. The results of the investigation will be communicated to all persons involved in the investigated situation through the District's Loss Prevention Specialist from the Safety Office.