

TUCSON UNIFIED SCHOOL DISTRICT

2022-2024

**CWA
Supervisory/Professional
Agreement**

July 1, 2022 through June 30, 2024

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ARTICLE ONE

1 DEFINITIONS

- 1-1 The term **BARGAINING UNIT** (also referred to as “Unit”) shall mean all regularly assigned part-time and full-time employees in a classification listed in Appendix I, excluding, temporary, initial probationary employees, substitutes and other employees designated by the Board.
- 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.
- 1-3 The term **BOARD** shall mean the Governing Board of the Tucson Unified School District No. One.
- 1-4 The term **CLASSIFICATION** shall mean a designated title for positions defined in Appendix I.
- 1-5 The term **CAREER LADDER** shall mean a series of classifications within TUSD in which the nature of the work in each classification is reasonably similar within each progression and the classifications held represent typical career progression within TUSD.
- 1-6 The term **CLASSIFICATION SENIORITY** shall mean the length of service in a regular part-time or full-time classification. Any time spent in a classification within the same career ladder as the employee’s present classification shall be counted towards the total for determining classification seniority.
- 1-7 The term **CWA** shall mean the Communications Workers of America.
- 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 budgeted position, exclusive of temporary/substitute employment.
- 1-9 The term **DAY(s)** shall mean working days, unless otherwise specified as calendar 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 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 job classification listed in Appendix I, excluding temporary, initial

probationary employees, substitutes, and other employees designated by the Board.

- 1-15** The term **FAMILY** shall mean: 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.
- 1-16** The term **FULL TIME** shall mean working 30 to 40 regularly assigned hours per week.
- 1-17** The term **HIRING OFFICIAL** shall mean the individual who will be the direct supervisor of the person being hired.
- 1-18** The term **INITIAL PROBATION** shall mean a period of ninety (90) continuous work days from the initial date of employment in a regular bargaining unit position with the management option of extending probation, based on written evaluation, by an additional ninety (90) continuous work days. Management may also waive the probation period.
- 1-19** The term **INSUBORDINATION** shall mean the willful failure of an employee to obey lawful verbal or written directives, or refusal to comply with reasonable instructions by the employee's supervisor.
- 1-20** The term **LAYOFF** shall mean a loss of regular employment with the District.
- 1-21** The term **LETTER of DIRECTION** shall mean a letter from a supervisor to an employee specifying certain directions to be followed. A Letter of Direction is not discipline.
- 1-22** The term **LOCAL** shall mean CWA Local 7000.
- 1-23** The term **LONGEVITY** shall mean the length of uninterrupted District service from date of hire with the exception of a leave of absence pursuant to Article 13-2 (Recall Rights) and Article 16-6 (Military Leave).
- 1-24** The term **LUNCH PERIOD** shall be defined as a duty free block of time consisting of no less than thirty minutes scheduled as near as practical to the middle of an employee's work shift.
- 1-25** The term **MEMBER** shall mean a union dues paying employee of the TUSD Supervisory Professional Unit.
- 1-26** The term **ON-CALL** shall mean availability of coverage for services during off-duty hours.
- 1-27** The term **PART-TIME** shall mean working 20 or more regularly assigned hours per week, but less than 30 regularly assigned hours per week.
- 1-28** The term **PROMOTION** shall mean a non-temporary change in job classification that would result in a higher pay grade.
- 1-29** The term **RECLASSIFICATION** is a process by which an employee's position is

evaluated to determine whether it is appropriately classified.

- 1-30** The term **SUPERVISOR'S WORKING FILE** shall mean any and all written documentation the supervisor possesses about an employee concerning accolades, minor deficiencies, or offenses.
- 1-31** The term **TRANSFER** shall mean a change in worksite that entails no change in rate of pay, job classification, or a change in shift. A transfer is a lateral move.
- 1-32** The term **UNION** shall mean the Communications Workers of America.
- 1-33** The term **UNION REPRESENTATIVE** shall mean any staff of the Union, or stewards, and officers who are employees of the District or Communications Workers of America.
- 1-34** The term **VACANCY** shall mean any bargaining unit position as set forth in Appendix 1, 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 generally mean a seven (7) consecutive calendar day period.

ARTICLE TWO

2 DISTRICT RIGHTS

- 2-1** It is agreed that the District retains the right to manage its business, including the right to hire, layoff, assign, discipline, transfer, promote or terminate employees, but will be subject to such regulations and restrictions governing the exercise of these rights as they are expressly provided in this Agreement.
- 2-2** If any provision of this Agreement should be held invalid by operation of law, current Governing Board policy, or any tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.
- If any tribunal of competent jurisdiction restrains compliance with or enforcement of any provision of this agreement, pending a final determination as the validity or the application of such article or provision, the remainder of this Agreement shall not be affected thereby.
- 2-3** In the event of such invalidation of any provision of this Agreement, the parties agree to meet and begin to negotiate within thirty (30) working days of such invalidation for the purpose of arriving at a satisfactory replacement for such provision.

2-4 Surveillance

Material from a video will not be used in employee disciplinary matters without there 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 recordings.

Personal information may be redacted to maintain confidentiality. The video is in no way meant to supplant to be in place of a thorough investigation, which should include statements from witnesses of the alleged event. A thorough investigation shall be completed within then working days of the written complaint.

2-5 Alteration

No change, rescission, alteration or modification of this Agreement in whole or in part shall be valid unless the same is ratified by both the Board and CWA and endorsed in writing hereon.

ARTICLE THREE

3 UNION RIGHTS

3-1 Recognition

The District recognizes CWA, its representatives and agents, as the exclusive bargaining agent for this contract, and will negotiate wages, hours, terms and conditions of employment with TUSD.

3-2 Access: CWA representatives shall have the right of reasonable access to District facilities, including employee mailboxes or e-mail for the purpose of contacting employees and transacting matters. Upon arriving at a worksite, the representative shall first report to the office of the site administrator and state the intended purpose and estimated length of visit. The representative may contact employees during breaks, duty-free lunch periods, at orientations, before or after the employee's hours of work. The representative shall not interrupt any employee's duties or assignments.

3-3 Communications

- A.** CWA and its representatives shall have the right to post notices of activities and matters of CWA concern on a designated bulletin board at reasonably accessible places at each worksite. Documents posted may not include any defamatory material or advocate insubordinate acts. Requests a bulletin board 2x2 space on a separate bulletin board.
- B.** CWA shall have the right to utilize the District's mail system to communicate with members of the bargaining unit on matters authorized by a CWA representative as evidenced by CWA'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 CWA 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.

3-4 Facilities

- A.** With prior notification and approval by the site administrator, CWA and its representatives shall have the right to use District facilities at reasonable times when there is no disruption of normal activities for the purposes of conducting CWA business with small groups of 25 or less. Site administrators shall not arbitrarily and capriciously deny the use of facilities.

- B. 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 CWA. In such cases, more than one (1) meeting a month may occur per site with prior approval from the site administrator.
- C. No employee shall schedule, arrange, or use any school district property for non-district business or matters without complying with the requirements of Board Policy KF and its accompanying regulation.
- D. An employee is prohibited, unless otherwise provided in this Agreement, to use District property, supplies and/or materials at any time for any personal political activity, or political efforts. (This does not preclude an employee from voting or using their available leave to work in local, state or federal elections.)

3-5 Release Time:

- A. Designated CWA members may take release time from work during their normal work hours for joint union/district activities listed below, if permitted by law:
 - 1. Participation as the union member on an interview committee
 - 2. Participation as the union member on a reclassification committee
 - 3. Participation as one of the union members of a Union / District Committee
 - 4. Participation in a meeting called by the Superintendent or the designee
 - 5. Participation in any other joint Union/District activities.
 - 6. Fact finding research and meeting preparation with supervisory approval.
- B. CWA members shall notify their supervisor of their planned absence at least two (2) work days in advance. CWA members, with the permission of their immediate supervisor, may be released with less than two (2) days notice, workload permitting. All release time shall be documented on each employee's time sheet. Release time does not count for the purpose of calculating overtime.
- C. **Attendance at any district mandated training or conference:** If the employee is required by the District to attend a mandatory training or conference, said time shall be included in calculations for overtime/comp time. CWA and TUSD agree that time spent on activities described herein will be paid by TUSD.
- D. **Excused Non-Paid Time Off**
 - 1. CWA and TUSD agree that Union officers, stewards or other CWA authorized union members will be excused by TUSD for the purposes of attending training, executive board meetings, conferences and other Union administrative business. For such activities, the aforementioned:
 - a. Shall be treated fairly, with respect and shall not face retribution in any manner by their department director or any other supervisor for their union activity. Any such conduct shall be reported directly to the TUSD Employee Relations Office.

address. CWA will have the opportunity to meet for a duration of 30 minutes with each new eligible member within one week upon the employee reporting to their worksite, at the employee's discretion with the supervisor's approval of scheduled meeting time. The District shall provide CWA with a list of current eligible employees in alpha order by site/department, including classification, worksite, grade, step, bargaining unit seniority date and number of hours worked, on a quarterly basis. CWA will provide sufficient copies of contact information to be distributed to new hires to this bargaining unit during their orientation or hiring process.

3-10 Payroll Deduction

- A.** Upon receipt of written authorization from any employee, the District agrees to deduct from the salary of members of CWA the annual amount due and payable by the individual as now fixed and as hereafter increased or changed as certified by CWA. Upon receipt of written authorization from any employee, the District agrees to deduct from the salary of members of CWA for the Committee on Political Education and the Union Community Fund. The annual amount due and payable by the individual as now fixed and as hereafter increased or changed as certified by CWA. The District further agrees to promptly transmit such monies deducted to CWA within five (5) days after deductions are made, along with a copy of the names of the employees from which dues were deducted specifying the amounts. Twelve month employees shall have dues deducted over 26 pay periods. Employees who work less than twelve months, but have elected to receive twelve month pay, will have dues deducted over 26 pays. The changes in rates of pay shall be reflected in dues deductions.
- B.** The individual's written authorization shall remain in effect during the term of employment of the individual unless employee revokes or cancels their authorization. If a Supervisory Professional employee changes bargaining units during the school year, employee has thirty days from the effective date to submit a revocation form; otherwise the employee's request must be received prior to August 1. Revocation/Cancellation shall be accomplished exclusively in the following manner and will only be accepted during the month of July: The individual shall initiate the requested revocation by providing written notice to CWA and TUSD's payroll department during the month of July. CWA shall submit a list of all revocation names to the District no later than August 15 of each year. Dues deductions will cease after the August list has been submitted to the district.
- C.** In the event the individual's employment terminates, the District has no obligation to recover any unpaid dues amounts for CWA.
- D. Hold Harmless/Indemnity**
- CWA shall indemnify and save harmless the Board and District from and against any and all claims, damages or suits on other forms of liability which may arise out of or by reason of any action taken by the District or CWA for the purposes of complying with Article 3-10.

3-11 Organizational Changes

In the event the District desires to make organizational changes that affect bargaining

unit employees, twenty calendar days prior to implementation of the organizational changes the District will hold discussion with the affected group of employees and the union including changing a position from non-exempt to exempt. Said discussion will include the following matters:

1. The reason for the change;
2. The proposed implementation date;
3. The name and job titles of all impacted bargaining unit employees;
4. The process for transfers or lay off.

ARTICLE FOUR

4 EMPLOYEE RIGHTS

4-1 Legal Counsel

District shall, at no expense to the employee, provide legal counsel and representation in any legal action brought against the employee as a result of the employee acting within the scope of their employment. The employee shall be held harmless and indemnified from any and all demands, claims, suits, actions and legal proceedings brought against them in their official capacity as an agent of the District, provided the incident arose while the employee was acting within the scope of their employment.

4-2 Political Action

An employee 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.

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

4-3 Job Description

A description of duties for the specific classification shall be given to each new employee when hired, when an employee changes classification, or when the employee's job is reclassified. Job descriptions shall be available through Human Resources.

4-4 Personnel File

A. No material derogatory to a employee's conduct, performance, character or personality shall be placed in the employee's personnel file in Human Resources (HR) unless a copy has been provided to the employee for review, and unless the employee has an opportunity (within ten working days) to submit a reply to the material. Said reply shall be attached to the original document and shall remain attached throughout the term of that employee's employment, unless removed by mutual agreement between the employee and the District, or other provisions of this Agreement. Said agreement shall be in writing and signed by both parties.

- B. Employees shall have the right to review the contents of their Human Resources personnel file and to receive a copy of all material contained therein at District expense within ten (10) working days of the employee's request.
- C. If the employee has knowledge of an additional file a request under ARS § 39-121, "Inspection of Public Records" may be filed with the District and Freedom of Information Act (FOIA) requests will be honored as well.

4-5 Supervisor's Working File

A supervisor's working file(s) shall be used to document concerns and acknowledgements or accolades. Information contained in said file cannot be used for disciplinary purposes or as derogatory material in evaluation unless the employee is notified of such information within ten (10) working days of being placed in the working file and the employee will be provided an opportunity to respond.

4-6 Representation

On request, a member has the right to representation when being warned, disciplined or notified of an investigation that has been concluded and may result in disciplinary action for any misconduct. The representative may be present and participate by asking clarifying questions. At any time the employee or the representative may request a short recess to confer. This shall not include coaching/counseling by a supervisor or issuing letters of direction. The member shall be responsible for arranging representation prior to the scheduled meeting. The District shall afford the member reasonable time to make such arrangements should representation be desired by the employee. A member has the right, upon request, to representation for the following:

1. when receiving disciplinary action, or being notified of an investigation that has been concluded and may result in disciplinary action
2. during reclassification appeals
3. during the grievance/arbitration process
4. during meetings reasonably requested for job-related concerns and agreed to by the District. Meetings on job-related concerns may be scheduled before, during or after the work hours at the District's discretion. In the event the meeting is held prior to or after work hours, participants shall be appropriately compensated.

4-7 Non-Discrimination

- A. Neither the District nor CWA shall discriminate against any employee on the basis of race, religion, color, national origin, age, sex, sexual orientation, gender identity, marital status or disability.
- B. Nothing in the provisions of this agreement shall be construed as a limitation upon the application of federal law including Title IV and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity Act of 1972, Age Discrimination in Employment Act, Americans with Disabilities Act of 1990, Civil Rights Act of 1991, and other nondiscrimination laws and regulations.

4-8 Outside Employment

An employee may secure outside employment beyond their normal workday and no evaluation of performance or disciplinary action shall be predicated upon lawful, non-related employment which has no impact upon the employee's job performance. Such outside employment shall not interfere, directly or indirectly, with the employee's regularly assigned duties.

- 4-9** The employee shall have the right to be free from physical and/or verbal abuse, sexual and/or mental harassment, and racial or ethnic statements.

ARTICLE FIVE**5 EVALUATION PROCEDURE**

- 5-1** Permanent employees shall be given performance evaluations at least each fiscal year. Evaluations will be conducted for the purpose of assessing employee performance and assisting employees in their job. The evaluation may provide one of the bases for administrative decisions regarding employment, promotion, demotion, transfer, or termination.
- 5-2** No evaluation shall be based upon derogatory materials in the employee's Supervisor's Working File, unless the employee has previously been given five days' prior notice, an opportunity to review and comment upon them, and had such comments attached to the materials.
- 5-3** The evaluator (immediate supervisor/designee) shall discuss the written performance evaluation with the employee. If a designee has been appointed prior to the evaluation, the immediate supervisor's working file shall be made available to the designee for review and input in the evaluation procedure. Both the evaluator and the employee will sign the evaluation. The signature of the employee means only that the employee has received a copy of the evaluation. The employee may attach any written comments to the evaluation at the time of the conference or within ten (10) working days of the meeting.
- 5-4** Annual evaluations shall be given face to face between the employee and the immediate supervisor/designee, except in instances when the employee is absent: Annual evaluations shall be given during the contract year of the employee. If the evaluation meeting is delayed and the employee's signature cannot be obtained because the employee is absent more than two scheduled evaluation meetings, the evaluation may be mailed by U.S. mail to the employee's home address.
- A.** If employee is brought in off contract or outside normal working hours for the evaluation, they shall be compensated at current rate of pay.
- 5-5** Any claim arising under this Article shall not challenge the substantive objectives, standards, or criteria determined by the evaluator of the District, nor shall it contest the judgment of the evaluator. Claims concerning evaluations filed under Article 6 (Grievance Procedure) shall be limited to a claim that the procedures of this Article have not been followed.

5-6 Discussion between a Unit member and District supervisor concerning the employee's unsatisfactory work performance or work-related problems shall, to the extent practicable, be conducted privately.

5-7 An annual evaluation is based on overall performance throughout contract year, not based on a single day(s) performance.

5-8 Procedures

A. When an employee has been placed on notice that they have not met performance expectations, the immediate supervisor shall inform the employee they have 60 days from issuance of the rating to improve to an acceptable level. The District shall create an employee development plan of improvement. The plan shall include:

1. Identification of job assignments and performance skills for which performance is unsatisfactory;
2. A description of what the employee must do to improve the unsatisfactory performance during the 60 day period and supports the District may provide to assist the employee.
3. A statement as to how often the supervisor and the employee will meet periodically during the 60 day period to provide the employee with coaching and feedback; and
4. A statement indicating that failure to meet standards at the end of the 60 day period may result in termination

B. An employee may not receive an overall rating of less than competent on the employee's annual evaluation unless the employee has been advised in writing at least 60 days prior that they are not meeting performance standards provided such behavior was demonstrated as such prior to the 60 days.

ARTICLE SIX

6 GRIEVANCE PROCEDURE

6-1 Non-member employees shall report alleged violations of this agreement to the Office of Employee Relations.

6-2 Member grievance process

This article provides members with a process for the review of certain complaints; to assure fair and equitable treatment of all employees; to encourage the settlement of disagreements informally at the employee-supervisor level; and, to provide a timely, orderly procedure to handle grievances.

Grievable Issues

A. A violation of an expressed term of this Agreement.

B. All disciplinary action including written reprimands, suspensions and

terminations.

- C. Working conditions, hours, and terms and conditions of employment.
- D. Departmental rules or procedures.

6-3 Grievance Procedure

- A. Grievances shall be in writing, signed by the member and the authorized union representative and include the following:
 - 1. The name of the member
 - 2. The nature of the grievance (a brief description of the circumstances)
 - 3. The article and section of the agreement, if any, claimed to have been violated
 - 4. The relief requested
- B. Grievances shall be processed in accordance with the following procedure/levels:

1. Level 1

Grievances shall be presented in writing to the appropriate supervisor within thirty (30) calendar days following the occurrence giving rise to the grievance, or within thirty (30) calendar days following the date upon which the facts of the grievance first became known. Within thirty (30) calendar days of receipt of the grievance, the supervisor, member and the authorized union representative(s) shall meet to resolve the grievance. The supervisor shall provide a written response to the member and Union within fifteen (15) working days of the Level 1 meeting. Level 1 may be bypassed by mutual agreement.

2. Level 2

If resolution is not reached at Level 1, the grievance may be appealed to Level 2 within fifteen (15) working days of receipt of the supervisor's response at Level 1. The grievance shall be presented in writing to the director of the department involved. Within fifteen (15) working days of receipt of the grievance, the director, member and the union representative(s) if authorized by the member shall meet to resolve the grievance. The director shall have fifteen (15) working days from the date of the Level 2 meeting to provide a written response to the member and Union.

3. Level 3

Within fifteen (15) working days of receipt of the Level 2 written response, if resolution is not reached at Level 2, the grievance may be appealed to the Director of Employee Relations. The Director of Employee Relations, member and the authorized union representative(s) shall meet within fifteen (15) working days to resolve the grievance. The Director of Employee Relations will provide a written response to the member and authorized union representative within fifteen (15) working days of the formal Level 3 grievance

meeting. Within fifteen (15) working days of receipt of the Level 3 written decision, if CWA disagrees, CWA may submit the grievance to mediation or arbitration.

- C. All grievance responses shall be in writing, signed by the supervisor/director and include a clear and concise response to the grievance and the facts on which it was based. Grievance responses will include denial or acceptance of the proposed relief in whole or in part, or an alternative solution.
- D. Termination shall start at a Level 3.

6-4 Information

Reasonable access shall be made available to records and files of all information necessary for processing the grievance.

6-5 Time Limits

- A. Time limits may be extended by mutual written agreement of both parties.
- B. Failure at any level of the grievance procedure to appeal to the next level by the Union and/or member within the time limits shall deem the grievance closed.
- C. Failure at any step to communicate the District decision within the time limits shall permit the grievant to proceed to the next level of the grievance procedure.

6-6 No member shall suffer loss of pay when meeting on the grievance. Grievance meetings shall take place during the regular work day. Up to two (2) representatives selected by the union may be present for grievance meetings. The primary role of the second representative is to observe and document the meeting.

6-7 Mediation

- A. At the request of either party, any grievance that has no monetary effect may be mediated with a Federal Mediation Conciliation Service mediator or another one chosen by both parties who will facilitate a resolution agreement.
- B. A federal mediator may be used under the following conditions for all members of the bargaining unit:
 1. All parties must sign a petition of agreement to use a federal mediator;
 2. Mediation will be administered according to the Federal Mediation and Conciliation Services procedures;
 3. Either party may withdraw from the proceeding at any time;
 4. The grievant may attend all sessions excluding sidebars as determined by the mediator;
 5. Rules of evidence do not apply;
 6. All discussions are confidential to the extent allowable by law.

6-8 Arbitration

Advisory arbitration shall be available for an alleged violation of the Agreement that has a monetary effect on any member of the bargaining unit, and only upon petition of the Union.

- A. All arbitration hearings will be held at times and locations mutually agreeable to both the District and the Union.
- B. If the response of the Level III review does not result in resolution of the conflict, the Union on behalf of the member may request arbitration within ten (10) days of the receipt of the Level III decision.
- C. The Superintendent or designee and the Union shall submit the issue and schedule a hearing date with the selected arbitrator.

6-9 Selection of Arbitrators

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

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

6-10 Arbitration Process

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

- 6-11 The decision of the Governing Board regarding the arbitration recommendation shall be submitted by certified mail to the grievant and their Union representative at the last known mailing address. Said notice shall be mailed no later than three (3) working days following the Board's decision.

ARTICLE SEVEN

7 NEGOTIATIONS PROCEDURES

7-1 Procedure

- A. See TUSD Governing Board Policy GCAC - Negotiation Process.
- B. Any change to policy GCAC shall be discussed with CWA in a collaborative process.

7-2 Release Time for Negotiations

If permitted by law, the following language will apply: There shall be no more than six (6) negotiating team member representatives. The members designated by CWA shall be released from duty with no loss of pay for the purpose of attending negotiation meetings with the District, pursuant to this agreement.

7-3 Decertification

A. Petition

1. A petition for an election to decertify the Union may be filed with the Superintendent by an employee who is a member of the bargaining unit.
2. The petition shall contain the following information:
 - a. The name, address and telephone number of the petitioner and the name, address and telephone number of the agent to be contacted, if any;
 - b. A description of the established unit;
 - c. The approximate number of employees in the established unit;
 - d. A statement that the members in the established unit no longer desire the Union as their exclusive representative;
 - e. The petition shall be signed by at least thirty-five (35%) percent of the members in the established unit.
 - f. The petitioner shall concurrently serve a copy of the petition to the district and the union.

B. Election

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

ARTICLE EIGHT

8 HOURS OF WORK

8-1 Work-Week

The work-week of employees shall normally be Monday through Friday. The District may establish a different work-week for particular employees, classes, or shifts as required to meet the operational needs of the District.

8-2 Notification

When possible, the District shall give reasonable advance notification to the employee prior to any substantial change of an employee's work-week that is not considered permanent in nature. However, these notification rights shall not produce any stoppages or delays in the change until such notifications are made. The District shall give the employee a ten (10) work day advance notification prior to a permanent/long-term change in the employee's work week. Written notification of the permanent/long-term changes will also be provided to the local union.

8-3 Overtime

- A. A non-exempt employee assigned by their supervisor to work over forty (40) hours in any work-week shall receive compensation at a rate equal to one and one-half (1-1/2) times their regular rate of pay, or shall be provided compensatory time off in a manner equal to the one and one-half the number of overtime hours the employee worked. The employee shall indicate their preference as to overtime pay or comp time when employee is authorized the extra work. The District reserves the right to pay off all accrued comp time balances in May before the end of the school year.
- B. Employees changing worksites (excluding Food Service employees) shall be paid all approved compensatory time.
- C. Employees separating from the District shall be paid for all approved compensatory time.

8-4 Call Back Pay

An employee called back to work after they have finished their daily work schedule and left the place of employment shall be compensated for three (3) hours time worked or the actual time worked, whichever is greater.

8-5 Show-Up Pay

If an employee reports to work and is sent home due to no fault of their own, they shall be compensated for three (3) hours of time worked.

8-6 Involuntary Overtime

To assure that in cases of emergency the District has the proper staffing to operate all school facilities, the District reserves the right to assign overtime to the first available employee qualified to perform the required services. The employee will be compensated at a rate equal to one and one-half times their regular rate of pay.

8-7 Flex Time

Employees may flex their work schedule to address incidental variations of the daily work assignment or permit flexible starting and ending times with prior notification to the employee's immediate supervisor.

ARTICLE NINE**9 RECLASSIFICATION****9-1 General Purpose**

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

9-2 Procedure

- A.** An employee who feels that their duties have undergone a meaningful change in the kinds of duties and level of responsibilities since the last reclassification of position shall submit a request for review of their position by filling out a position analysis form available from Human Resources (HR) Department.
- B.** If the HR Department performs an independent position audit, the employee may also appeal the allocation as defined in 9-3 below.
- C.** An employee's position may be reviewed once every 12 months, upon approval of the Chief Human Resources Officer or designee. Otherwise, it can be reviewed every two years.
- D.** The definition of classifications or the assignment of a classification to a pay grade on the wage schedule are, matters left to the sole discretion of the District.
- E.** Within thirty (30) calendar days of receipt of the analysis form, HR shall inform the employee(s) of receipt. A meeting will be scheduled within thirty (30) calendar days of notification to review their classification. The review may include, but not be limited to:
 - 1.** Position Description Questionnaire
 - 2.** Interviews
 - 3.** Work observation.

9-3 Appeal

If the employee disagrees with Human Resources' decision, they shall within twenty (20) days appeal the decision 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 three (3) members appointed by the District, including one (1) randomly selected member of CWA. However, no District appointee who has conducted the evaluation in the reclassification will serve as a voting member on the appeals committee. The District appointee shall be present during the appeal hearing; however, will be excused for the deliberations by the

Appeal Board. 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 decision by the Chief Human Resources Officer is not subject to appeal.

9-4 Wage Protection

- A.** If an employee is reclassified to a higher grade the new wage rate for the reclassified employee will be commensurate with the market average, the responsibilities of the position, job description and experience but not less than a five (5 %) percent of the employees current salary. After the results of the market survey are reached and before any changes are made, there will be a discussion between TUSD's Employee Relations Department and CWA.
- B.** When the employee's classification is changed to a lower grade, the member 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 twelve (12) months.

ARTICLE TEN

10 COMPENSATION

10-1 Wages

- A.** The salary schedules shall be as listed in Appendix III for Non-Exempt and Appendix for Exempt. During the term of the Agreement, the salary schedules Appendix III and IV) shall not be changed without mutual agreement of CWA and the District.
- B.** All positions covered by this agreement shall be as listed in Appendix I for Non-Exempt and Appendix II for Exempt.
- C.** If any other bargaining unit or non-bargaining unit receives a step increase, CWA shall receive the same step increase.
- D.** For the years 2020 through 2022, 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 2020 through 2022 contract years, the Employee may be given a raise in salary, if so approved by the Governing Board. Any such salary increase shall be apportioned to Employee in a manner that will be determined by the Governing Board, after having been approved by CWA 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 in the current contract year to receive any increase.

10-2 Longevity Stipend

Beginning the 2015-16 School Year 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.

10-3 Working Out of Class

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

- A.** Employees assigned by their supervisor to perform all the duties of work in a higher paying classification or grade than the grade of the position in which they perform their regular duties, shall receive additional compensation of two dollars and seventy-five cents (\$2.75)
- B.** Employees assigned to perform work in the absence of a department head will be compensated at a rate established by the District for serving in that assignment.
- C.** This provision does not apply when the employee is assigned to perform duties as part of the industrial light duty program.

10-4 Mileage Allowance

Authorized employees who are required to use their vehicle(s) for District business are to be reimbursed at a rate set by the Governing Board. Employees will not be required to utilize their personal vehicle for District business unless such use is included in the job posting or job description.

10-5 Uniforms

The District shall provide standard issue uniforms and footwear upon hire to employees requiring a uniform. In addition, replacement uniform wear and web gear shall be provided as needed. Such items provided by the District shall be returned to the District upon separation.

10-6 Shift Differential

Any employee(s) scheduled to start work at or after the hour of 1:00 p.m. or before the hour of 5:00 a.m. shall have fifty-five cents (\$.55) added to their hourly rate of pay. Employee(s) normally assigned to said shifts shall receive the shift differential when absent or temporarily assigned to day shift.

10-7 Pay Plan Procedure

Effective August 2007, less-than-12-month employees will have the option of selecting one of the following pay plans:

- Regular paychecks – every other Friday during the contract term of the employee.
- Twenty-six paychecks – every other Friday all year.

The paychecks during the summer months when the employee is off contract will be mailed to the address the Finance Department has on file at the end of the school year.

The paychecks will be taxed at the employee's tax rate in effect at the end of the school year. Direct deposits will be processed according to the employee's direct deposit information in effect at the end of the school year.

This option is only available for those employees employed on the first day of the contract and employees can participate in this option only if they have elected it by July 15th of each year.

ARTICLE ELEVEN

11 BENEFITS

11-1 Medical Insurance

- A.** For the duration of this agreement, the employee will pay up to 15% of the cost of the medical premium for district sponsored single coverage medical insurance for each employee.
- B.** The following options are available for purchase at the employee's expense:
 - 1. Dental insurance
 - 2. Vision insurance
 - 3. Disability insurance
 - 4. Dependent insurance premiums for health, vision, life, or dental plans
 - 5. Life insurance (up to six times salary or a maximum of \$1,000,000.00).
- C.** The District's contribution to an employee's district-sponsored insurance shall cease when an employee terminates or separates from the District.

11-2 Health Insurance Benefit Retention

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

11-3 Life Insurance

All full-time employees who elect the coverage shall be provided at district expense with a term life insurance policy equal to the employee's base salary as of August 11, 2011, but no less than \$10,000. Employees shall have the option of purchasing additional term life insurance at their own expense.

ARTICLE TWELVE

12 RECRUITMENT/SELECTION PROCESS

12-1 Vacancies

It is recognized that all position vacancies within the bargaining unit may represent a promotional opportunity for some bargaining unit member. Therefore, in recognition of the fact that the District encourages internal promotions/transfers in pursuing its intent to hire the best qualified person, the following procedures shall apply in filling all vacancies

within the bargaining unit.

- A. Positions held by employees on leave status lasting over twelve (12) months will be considered vacancies and will be posted. When it is known a leave will extend beyond twelve (12) months, the position may be posted after the end of the eleventh (11) month.
- B. All vacancies shall be filled within thirty (30) days after the posting closes, except as provided in C below.
- C. Vacancies occurring within ninety (90) days of the end of the school year may be filled by temporary/hourly employees for the balance of the school year.
- D. Upon request, the district shall provide CWA, no more than once per quarter, a list of budgeted district-wide vacancies and all CWA job classifications.
- E. During job fair only, sites have the ability to offer on the spot hiring providing the position has been posted for 3 days.

12-2 Job Vacancy Notices:

- A. All vacancy notices shall be posted on the District web-site.
- B. All vacancy notices shall be posted on the district website for at least five (5) days prior to closing from August 1 to June 30. All vacancy notices shall be posted for at least ten (10) days prior to closing for the month of July.
- C. Each vacancy notice shall include: position, hours, work location and closing date.

12-3 Promotion, Transfers, Voluntary Demotion

- A. An employee wishing to apply for a promotion, transfer, or voluntary demotion, may apply for a vacancy by submitting an application on or before the advertised closing date 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. If an employee is promoted to a higher grade, the new wage rate for the promoted employee will be commensurate with the market average, the responsibilities of the position, job description and experience. The promotion shall reflect a minimum salary increase of 5%.
- D. If the employee believes that previous related experience should be considered for additional compensation, they must present that information to Human Resources within five (5) days of receipt of the transfer or promotion letter. A response in writing shall be provided by Human Resources within five (5) days of receipt of the request.
- E. When an employee voluntarily demotes (through the application process), the

employee will be placed in the new grade and classification based on Human Resources salary placement guidelines. This action will not be utilized as an alternative to disciplinary action.

- F. All promotion or transfer decisions may be grieved if the applicant believes the proper process was not followed. The employee may be charged a reasonable rate for copies of any documents requested to prepare for a grievance.

12-4 Candidate Selection

All minimally qualified applicants will have their applications referred to the hiring official. The hiring official may then further screen the applications based on advertised additional or preferred requirements, or by criteria approved by Human Resources. Justification must be provided to Human Resources for any individual not referred for interview.

12-5 Interview Process

The candidates selected for referral shall be interviewed by a committee composed of at least three (3) persons including:

- A. One (1) employee selected from a CWA generated list; if one is not available, a Supervisory Professional employee may be used with the approval of CWA.
- B. The immediate supervisor (Chairperson);
- C. All interview questions or applicable skills tests, if necessary, shall be job-related and approved in advance by Human Resources in consultation with the Department Head.
- D. The chairman of the interview committee shall forward the name of the applicant being recommended for hire to the department director who will forward the packet to the Chief Human Resources Officer or Food Services. No selection process shall be considered completed until Human Resources has reviewed the process and validated the selection.

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

- E. In the event that an applicant files a grievance relating to the interview process, the interview questions and final overall scores shall be made available for the grievant or representative to review in preparation for any grievance proceedings.
- F. Interview panels shall be mandatory unless mutually waved with CWA.

ARTICLE 13

13 LAY OFF

13-1 Lay Off

- A. If it becomes necessary to reduce the work force of any classification in the bargaining unit, temporary and probationary employees occupying the affected classification shall be laid off first. Order of layoff of part-time and full-time employees shall be in the inverse order of District 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 the employee has no pending disciplinary matters and most recent evaluations demonstrate performance in the top two tiers and the employee will be subject to Article 9-4B if transferred to another position.

- B. The District shall notify Supervisory Professional CWA and affected employee(s) of a layoff as far in advance as possible, but at least two (2) weeks in advance.
- C. While on lay-off, all employees shall be eligible for COBRA benefits at the employee's own expense as permitted by law.

13-2 Recall Rights

- A. Temporary assignments shall be offered to qualified laid off employees within the classification who have recall rights in the order of District seniority before any other person is offered a temporary assignment within the affected classification.
- B. An employee who is recalled shall be notified by phone and by e-mail on file in Human Resources. The employee is responsible for providing/maintaining a current e-mail address on file in Human Resources. If the employee does not contact the Chief Human Resources Officer within seven (7) working days of the date stamped on the recall notice, or within two (2) working days if contacted by phone, employee 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) working days of acceptance. An employee who, at the time of recall, has accepted another position within the District at a higher paying classification than the one from which they were laid off, shall be deemed to have no further interest and shall not be considered for recall to the previous position.
- C. Employees shall retain recall rights equaling the length of service to a maximum of two years from the date of lay off. Individuals recalled shall have their date of hire and District seniority reinstated, as if they had not been laid off, and shall be placed on the salary schedule at the grade and step amount closest to, but not less than, when laid off.
- D. Employees who have been involuntarily transferred from a classification because of staff reduction or lay off, 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.
- E. The Human Resources Department shall be responsible for generating computerized listing(s) of employees eligible for recall. Listing must include the employee(s) by name, worksite, classification job code, district and classification seniority, and hours per day.

13-3 Reduction or Elimination of a Bargaining Unit Classification

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 from a list of choices provided by the District, but not limited to, any vacated position previously held within any bargaining unit or any classification in which the employee meets the minimum qualifications by exercising District seniority. Employees who are moving to another classification shall not be subject to reduction of months of annual employment or reduction of regularly assigned work hours, unless agreed upon by the employee. In this instance, the employee will be subject to Article 9-4B Wage Protection. In the event there is more than one employee competing for positions as a result of lay-off, then district-wide seniority shall be utilized in determining preference for placement. Under no circumstances shall the application of this article result in a promotion of the affected employee.

13-4 Involuntary Site Transfer – All Employees

- A.** 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 District 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. Employees who are assigned to another classification shall not be subject to reduction of months of annual employment or reduction of regularly assigned work hours, unless agreed upon by the employee. In this instance, the employee will be subject to Article 9-4B Wage Protection. In the event there is more than one employee competing for positions as a result of lay-off, then district-wide seniority shall be utilized in determining preference for placement.
- B.** 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 District 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 District seniority being reassigned to the last vacant position.
- C.** 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, District seniority, hours per day.
- D.** 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

ARTICLE FOURTEEN

14 HOLIDAYS

14-1 Holidays

9, 9-1/2, 10, 10-1/2 and 12 month employees shall be granted the following paid holidays, provided they were on-pay status during any portion of their regular work day

of their 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.

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

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

Twelve (12) Month Employees

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

- A. A non-exempt employee required to work on a holiday shall be compensated at one and a half (1-1/2) times their normal rate of pay.
- B. An exempt employee required to work during a holiday will earn (1) flex day for each day required to work. This flex day must be utilized within the fiscal year in which it is earned and the date of use be approved by their supervisor at least five days in advance of its use.

ARTICLE FIFTEEN

15 LEAVES OF ABSENCE WITH PAY

15-1 Sick Leave Accrual

- A. All employees shall be eligible for sick leave benefits based on their normal daily hourly assignment which will be accumulated without limit and accrued at the following rate:

Sick Leave

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. Employees may accumulate, but not utilize, sick leave during their initial probationary period.
- C. Employees are required to notify their immediate supervisor(s) or designee(s) of a necessary sick leave absence at least one hour prior to the start of the employee's work day. It is the immediate supervisor's responsibility to implement a procedure and notify the employee of the procedure to meet this requirement.
- D. Employees who need to leave their position before the work day is finished, or employees who start their work day later, will have their absence time charged to sick leave to the nearest quarter hour.

15-2 Sick Leave Usage

A. Illness

- 1. Sick leave may be used at the employee's discretion 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 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.
- 2. A written statement from the treating physician will be required by the District to substantiate an absence due to an employee's illness or for illness within the employee's family (as defined in paragraph A-1 above) 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.

B. Bereavement

In the event of death in the 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.

15-3 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 Resources 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 will designate the donation in the name of the employee to receive the donation.
- C. The recipient employee will be credited with the number of days donated, up to a maximum of one week after their projected return to work. Days donated in excess of this amount will be held in reserve and credited to the employee only if needed. If not needed, days in excess of one week beyond the original amount requested will be restored to the donor(s). Days of leave, not the actual wage of the donor employee, will be donated.
- D. No employee shall be eligible for the Medical Leave Assistance Program after they qualify for long-term disability coverage.
- E. No employee shall be eligible for the Medical Leave Assistance Program after they qualify for short-term disability coverage.

15-4 Personal Leave Usage

- A. At the beginning of every school year each employee shall be credited personal leave as defined below.

PERSONAL LEAVE

12 MONTH	8 DAYS A YEAR
10 ½ MONTH	7 DAYS A YEAR
10 MONTH	7 DAYS A YEAR
9 ½ MONTH	7 DAYS A YEAR
9 MONTH	7 DAYS A YEAR

- 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, will have their personal leave prorated.
- C. An employee planning to use a personal day or days shall notify their immediate supervisor at least one day in advance, except in cases of emergency. Use of personal leave must be approved by their immediate supervisor. It is understood that personal leave usage is a benefit meant to be utilized at the employee's discretion as needed, and so the District will attempt to honor all reasonable requests made following the guidelines.

15-5 Vacation Leave Eligibility

Employees assigned to a regular part-time or full-time twelve (12) month positions may

accumulate vacation leave, but not use it during the first six months of employment.

15-6 Vacation Leave Accrual

- A.** Years of service shall be calculated from the employee's most recent date of hire in the District in a regular part-time or full-time position.
- B.** Employees covered by this agreement shall accrue vacation leave benefits based on the number of regularly assigned daily hours. Beginning 2014-2015 vacation leave shall be accrued according to the frequency established in district procedure below:
- C.** Employees will accrue vacation at the rate of ten (10) days annually during the first, second, third, fourth, and fifth years of service.
- D.** Employees will accrue fifteen (15) days annually during six through fifteen years of service.
- E.** Upon completion of fifteen (15) or more years of service, employees will accrue twenty (20) days annually.
- F.** Twelve (12) month employees may accumulate up to and 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 well in advance to ensure that an employee has the opportunity to use available vacation time.
- G.** If a nine and one-half (9-1/2), ten (10), or ten and one-half (10-1/2) month contract employee is transferred to a twelve (12) month position, the employee will accrue their vacation from the first day in the new assignment, at the vacation accrual rate equal to the years of service in the District.

15-7 Vacation Leave Usage

- A.** Employees having earned vacation may take vacation in increments as approved by the immediate supervisor and/or site administrator.

It is recommended vacation be scheduled with the employee's supervisor no less than four (4) weeks in advance, except in cases of emergency, to ensure that an employee has the opportunity to use available vacation time.
- B.** If under this agreement vacation will be lost, the supervisor shall 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.
- C.** If a holiday occurs during an employee's vacation, said holiday shall not be deducted from accumulated vacation leave.
- D.** A twelve (12) month employee transferring to a ten (10) month position will take

accumulated vacation during the twelve (12) month assignment. If the employee is unable to take accumulated vacation during that time, time off shall be allowed in accordance with present vacation policy at the convenience of the supervisor in the new assignment. If time off is not allowed, the employee's vacation leave accrual shall be paid out at the 12 month rate no later than 2 pay periods after the transfer is completed. Under no circumstances will the employee be allowed to work and draw vacation pay at the same time.

15-8 Released Time

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

ARTICLE SIXTEEN

16 UNPAID LEAVES OF ABSENCE

16-1 Unpaid Leaves of Absence

- A.** The Board may grant a leave of absence to employees not to exceed one (1) year for the purposes listed below. No leaves will be granted for other employment.
 - 1. Health of employee (doctor's verification of illness is required)
 - 2. Health of immediate family (as defined in 15-2-A); doctor's verification of illness or disability and projected date of return to work is required)
 - 3. New infant or childcare (birth certificate or doctor's statement required)
 - 4. Course of study, education or training, as approved by TUSD (enrollment or registration documentation required)
 - 5. Military service (military order required)
 - 6. Campaign/Serve in public office
 - 7. Union business
- B.** Employees must have worked the equivalent of one full school year to be eligible for an unpaid, board-approved leave of absence, and must not be on a plan for improvement or pending discipline.
- C.** Employees may be granted consecutive leaves not to exceed one calendar year (ARS 15-510).
- D.** Upon granting the authorized absence, all rights of seniority, retirement, accrued leave with pay and other benefits shall be preserved and available to the applicant after the termination of the leave, provided they were earned prior to

the leave. Only during military leave will seniority continue to accrue.

- E. An employee on unpaid leave of absence shall be allowed to continue health, vision, and dental insurance coverage in the program in which they are enrolled, provided the employee notifies the District of their desire to continue, and pays the premiums for the insurance and other benefits at the employee's expense.
- F. Requests for medical leave shall be in writing and accompanied by a doctor's verification of the illness or disability and projected date of return to work.

16-2 Family Medical Leave

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

16-3 Short Term Leave

- A. Requests for medical leave shall be in writing and accompanied by a doctor's verification of the illness or disability and projected date of return to work. When an employee has exhausted their paid leave and is medically unable to return to work, employee shall be allowed up to thirty (30) consecutive days on an off-pay status, with a doctor's excuse. During this off-pay status, the District will continue to pay premiums on its portion of District-sponsored insurance plans in which the employee was enrolled at the beginning of their off-duty pay status. At the end of this period, employee must return to work (and provide a medical release), or request for a board-approved leave. A short-term leave for personal business may be granted; however, it shall be with loss of pay and shall not exceed thirty (30) days. At the end of this period employee may request a board-approved leave or return to work.
- B. 16-3-A (Short Term Leave) and 16-2 (Family Medical Leave) may not be used consecutively.

16-4 Maintenance of Position

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

16-5 Jury Duty

- 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, employee

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 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, 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.

16-6 Military Leave

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

16-7 Absence Due to On-the-Job Injury

- A.** An employee will 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 their regular pay. Within four weeks of returning to work, an employee may make arrangements with Payroll to buy back paid leave used to supplement Workers' Compensation benefits for an on-the-job injury or illness.
- B.** When all paid leave (sick, personal or vacation) has been exhausted, the employee will be placed on an unpaid, Worker Compensation leave. During this unpaid leave, the District shall continue to pay the premiums on its portion of the district-sponsored medical insurance in which the employee was enrolled in at the beginning of the leave.
- C.** Employees injured on the job may be assigned to work "restricted duty" as recommended by the industrial injury treating physician. When restricted duty will exceed six (6) months, the employee will be placed on an unpaid worker's compensation leave.
- D.** A combination of paid leaves, restricted duty, and unpaid leaves of absences are not to exceed twelve (12) months for a single on-the-job injury. At twelve months, the position will be released for recruitment.
- E.** When an employee has been awarded a permanent disability preventing him/her

from performing the essential functions of their pre-injury job classification, the District will attempt to find a position for which the employee can qualify and/or in which reasonable accommodations can be made for the disability. In such a placement, regardless of any provisions elsewhere in this Agreement, the employee will be paid the appropriate rate for the new position. Placement in another position as described in this article will not be considered if the employee is pending lay-off, suspension or termination. Said employee is subject to a probationary period of 60 calendar days.

- F. The District will adhere to the Arizona Workers Compensation Statute, the Family Medical Leave Act, and the Americans With Disabilities Act.

ARTICLE SEVENTEEN

17 SEPARATION

17-1 Severance Pay – discontinued 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 and this dollar amount will be frozen as the employee's minimum severance pay. It is calculated at .006 times the FY 2010 salary times the employee's years of service and will be paid out at time of separation.

17-2 Sick Leave Payout

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

17-3 Those benefits contained in this article are only available to those employees who voluntarily separate from the district.

17-4 Upon separation, employees shall receive pay at their hourly rate for all unused vacation leave.

ARTICLE EIGHTEEN

18 NON-DISCIPLINARY ACTION, DISCIPLINE AND DISMISSAL FOR MISCONDUCT

18-1 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.

18-2 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.

18-3 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.

18-4 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.

18-5 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.

18-6 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.

18-7 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.

18-8 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 the employee's respective bargaining group 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.

18-9 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 NINETEEN

19 LINES OF SUPERVISION PROCEDURE

- 19-1 All employees have the right to be primarily responsible to only one person for the purpose of supervision and evaluation. The employee shall be notified of any change of evaluator/supervisor which will last over one month.
- 19-2 An employee's evaluator/supervisor cannot be related to the employee by family or marriage. No person employed by the District may be within the line of supervision of a close relative or domestic partner. This applies for summer, independent contracts, temporary, hourly or part-time work as well as for full-time employment.
- 19-3 When Lines of Supervision change, the District shall notify CWA and post a current copy for employees to review at affected sites.

ARTICLE TWENTY

20 PROFESSIONAL DEVELOPMENT

The professional development fund permitted by this 2014-2017 CWA Supervisory/Professional Agreement ("Agreement") is suspended for the duration of the Agreement.

- 20-1 A committee consisting of representatives of both TUSD and CWA shall be formed and shall meet to set guidelines for accessing the professional development fund. These guidelines shall include eligibility requirements and the application process. TUSD shall allocate 40 thousand dollars for reimbursement of tuition, conference fees and or workshops following the guidelines established by this committee. Up to ten thousand dollars not used for the 2010-2011 may be rolled over into the 2011-2012 fiscal year and added to the budgeted amount of 40 thousand dollars for a maximum of 50 thousand dollars.

ARTICLE TWENTY ONE

TERMS OF AGREEMENT

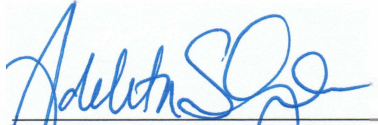
- 21-1** Unless specified otherwise in this Agreement, this agreement shall become effective July 1, 2022 and shall remain in full force and effect, pursuant to its terms, to and including June 30, 2024.
- 21-2** Nothing in the provisions of this agreement shall be construed as a limitation upon the application of federal law including Titles VI 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, and other Federal and State nondiscrimination laws and regulations.
- 21-3** Each party may re-open up to five Articles each year, including the proposal of any new Article. Should either the District or CWA desire to reconvene negotiations for a subsequent Agreement, they shall serve upon the other, no later than February 15 of each year, a written request for reconvening, for negotiation. Upon receipt of such a request, the negotiation process shall begin no later than March 1 for each year.
- 21-4** Economic negotiations will be re-opened annually, no later than January 15th
- 21-5** The above is subject to final approval by the Governing Board and hereby ratified by CWA representative(s) for the Supervisory Professional Employees of Tucson Unified School District Representative, by indication of their signature below:

RATIFICATION

ALL PROVISIONS SHALL BE EFFECTIVE JULY 1, 2022, AND SHALL REMAIN IN FULL FORCE AND EFFECT THROUGH JUNE 30, 2024.

Tucson Unified School District

Communications Workers of America



**Adelita S. Grijalva, President
TUSD Governing Board**

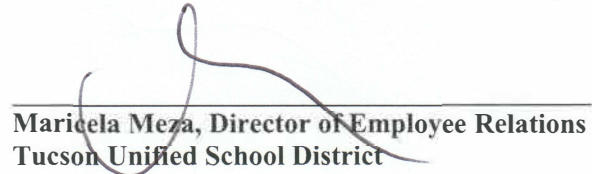
Date: 6/21/22



**Linda Hatfield, President
Communications Workers of America**

Date: 6/21/22

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


**Maricela Meza, Director of Employee Relations
Tucson Unified School District**

APPENDIX I

Supervisory Professional Employees, 2022-2024

List of Non-Exempt Supervisory Professional Job Classifications

Updated 5/23/2023

Grade	Title	Entry Rate
F	Food service Assistant Site Supervisor	\$18.54
G	Community Ed – Site Lead	\$18.39
G	Department Accounting Specialist	\$21.56
G	Media Specialist	\$18.39
H	Food Service Site Supervisor	\$20.55
H	Psychology Intern	\$18.24
H	Transportation Dispatcher	\$21.38
I	Grounds Foreman – Irrigation	\$21.20
I	Grounds Maint. Foreman	\$21.20
J	Community Education Coordinator	\$21.24
J	Restorative Practice Facilitator	\$21.24
J	Transportation Routing & Scheduling Analyst	\$22.10
K	Facilities Data Manager	\$20.64
K	Project Technical Specialist	\$23.04
K	School Safety Supervisor	\$23.04
L	Crossing Guard Supervisor	\$22.85
L	Food Service Staff Accountant	\$21.52
L	Mechanic Supervisor	\$27.27
L	Procurement Agent	\$24.01
L	Procurement Specialist	\$24.01
L	Traffic Safety Supervisor	\$22.85
L	Transportation Supervisor	\$21.95
L	Warehouse/Delivery Operations Supervisor	\$22.85
M	Communications Specialist	\$22.43
M	Curator of Artifacts/Exhibits	\$22.43
M	Educational Interpreter	\$22.65
M	Facilities Foreman – Carpentry	\$22.43
M	Facilities Foreman - Fire Safety	\$22.43
M	Facilities Foreman – HVAC/EMCS	\$26.17
M	Facilities Foreman – Plumbing	\$26.17
M	Multi-Media Producer	\$22.65
M	School Counseling Intern	\$22.65
M	Speech Language Pathologist Assistant	\$24.53
M	Translator / Interpreter	\$22.65
M	Uniformed Security Shift Sergeant	\$22.43
N	Emergency Management Specialist	\$23.38
N	School Safety Investigator/Trainer	\$24.82
O	Graphic Designer, Sr.	\$24.36

O	Professional Development Specialist	\$24.36
O	Student Equity Compliance Liaison	\$24.36

APPENDIX II**Supervisory Professional Employees, 2022-2024****List of Exempt Supervisory Professional Job Classifications**

Grade	Title	Entry Rate
L 12mo	Custodial Supervisor	\$52,173.69
L 12mo	Site Appearance Supervisor	\$52,173.69
M 12mo	Data Analyst – Assessment & Evaluation	\$54,366.93
M 12mo	District Video Producer	\$62,507.20
M 12mo	FS Regional Supervisor	\$54,366.93
M 12mo	Print Shop Supervisor	\$58,289.44
O 12mo	District Webmaster	\$57,319.36
O 12mo	Meaningful Access Coordinator	\$50,866.19
O 12mo	Program Coordinator – System Installation	\$57,909.84
O 12mo	Systems Integration Specialist	\$53,460.11
O 12mo	Technology Services (TS) Program Analyst	\$53,460.11
P 12mo	Building Maintenance Manager	\$56,855.40
P 12mo	Custodial and Grounds Manager	\$56,855.40
P 12mo	Energy Project Manager	\$56,855.40
P 12mo	Mechanical Systems Manger	\$56,855.40
P 12mo	Project Manager (Construction)	\$56,855.40
Q 12mo	Applications Engineer	\$60,440.50
Q 12mo	Database Project Specialist	\$56,370.36
Q 12mo	Exceptional Education Technology Specialist	\$60,440.50
Q 12mo	Financial Systems Analyst	\$60,440.50

Q 12mo	Programmer	\$55,273.74
Q 12mo	Technology Services Assurance Manager	\$56,370.36
Q 12mo	Telecommunications Manager	\$56,370.36
R 12mo	Educ Interp Supervisor	\$57,593.51
R 12mo	Fleet Manager	\$67,188.92
R 12mo	FS Nutrition Coordinator	\$57,593.51
R 12mo	Project Manager, Senior – Fac & OP	\$59,934.37
R 12mo	Transportation Facilities Manager	\$59,934.37
R 12mo	Transportation Routing Manager	\$59,934.37
R 9.5mo	OMA Design Team Artist	\$45,677.61
T 12mo	Programmer, Senior	\$62,570.47
T 12mo	School Safety and Security Manager	\$62,570.47
T 12mo	Traffic Safety and Training Manager	\$62,570.47

Appendix III – Supervisory Professional Non-Exempt Salary Schedule

July 1, 2022 through June 30, 2024

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
F	\$16.79	\$16.96	\$17.12	\$17.29	\$17.47	\$17.64	\$17.82	\$18.00	\$18.18
G	\$17.49	\$17.68	\$17.85	\$18.03	\$18.21	\$18.39	\$18.57	\$18.76	\$18.95
H	\$18.24	\$18.42	\$18.60	\$18.79	\$18.98	\$19.17	\$19.36	\$19.55	\$19.75
I	\$19.01	\$19.20	\$19.39	\$19.58	\$19.78	\$19.98	\$20.18	\$20.38	\$20.58
J	\$19.81	\$20.01	\$20.21	\$20.41	\$20.61	\$20.82	\$21.03	\$21.24	\$21.45
K	\$20.64	\$20.86	\$21.06	\$21.27	\$21.48	\$21.70	\$21.92	\$22.14	\$22.36
L	\$21.52	\$21.74	\$21.95	\$22.17	\$22.39	\$22.61	\$22.85	\$23.07	\$23.30
M	\$22.43	\$22.65	\$22.88	\$23.11	\$23.34	\$23.57	\$23.81	\$24.05	\$24.29
N	\$23.38	\$23.61	\$23.85	\$24.09	\$24.33	\$24.57	\$24.82	\$25.07	\$25.31
O	\$24.36	\$24.60	\$24.86	\$25.10	\$25.35	\$25.60	\$25.87	\$26.12	\$26.38

Grade	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
F	\$18.36	\$18.54	\$18.73	\$18.92	\$19.11	\$19.30	\$19.49	\$19.68	\$19.88
G	\$19.14	\$19.33	\$19.52	\$19.72	\$19.92	\$20.11	\$20.31	\$20.51	\$20.73
H	\$19.95	\$20.14	\$20.34	\$20.55	\$20.76	\$20.96	\$21.17	\$21.38	\$21.59
I	\$20.79	\$21.00	\$21.20	\$21.41	\$21.63	\$21.85	\$22.07	\$22.29	\$22.51
J	\$21.66	\$21.89	\$22.10	\$22.32	\$22.54	\$22.78	\$23.00	\$23.23	\$23.46
K	\$22.58	\$22.81	\$23.04	\$23.27	\$23.50	\$23.74	\$23.97	\$24.21	\$24.45
L	\$23.53	\$23.78	\$24.01	\$24.25	\$24.49	\$24.73	\$24.99	\$25.23	\$25.48
M	\$24.53	\$24.78	\$25.03	\$25.27	\$25.52	\$25.79	\$26.04	\$26.30	\$26.56
N	\$25.56	\$25.83	\$26.08	\$26.34	\$26.60	\$26.88	\$27.14	\$27.41	\$27.68
O	\$26.64	\$26.92	\$27.18	\$27.45	\$27.73	\$28.01	\$28.29	\$28.57	\$28.86
Grade	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25	Step 26	Step 27
F	\$20.08	\$20.28	\$20.48	\$20.68	\$20.90	\$21.10	\$21.31	\$21.52	\$21.75
G	\$20.93	\$21.14	\$21.35	\$21.56	\$21.78	\$22.00	\$22.22	\$22.44	\$22.66
H	\$21.82	\$22.03	\$22.25	\$22.47	\$22.69	\$22.93	\$23.16	\$23.38	\$23.62
I	\$22.74	\$22.96	\$23.19	\$23.42	\$23.65	\$23.90	\$24.13	\$24.37	\$24.61
J	\$23.69	\$23.94	\$24.17	\$24.41	\$24.65	\$24.91	\$25.15	\$25.40	\$25.65
K	\$24.69	\$24.95	\$25.19	\$25.44	\$25.70	\$25.96	\$26.22	\$26.48	\$26.74
L	\$25.74	\$26.00	\$26.26	\$26.52	\$26.79	\$27.06	\$27.32	\$27.59	\$27.88
M	\$26.83	\$27.10	\$27.37	\$27.64	\$27.92	\$28.20	\$28.48	\$28.76	\$29.05
N	\$27.97	\$28.24	\$28.52	\$28.81	\$29.10	\$29.39	\$29.68	\$29.98	\$30.28
O	\$29.15	\$29.43	\$29.73	\$30.03	\$30.33	\$30.63	\$30.94	\$31.25	\$31.56
Grade	Step 28	Step 29	Step 30	Step 31	Step 32	Step 33	Step 34	Step 35	Step 36
F	\$21.96	\$22.18	\$22.40	\$22.62	\$22.86	\$23.08	\$23.31	\$23.54	\$23.78
G	\$22.89	\$23.12	\$23.35	\$23.58	\$23.82	\$24.06	\$24.30	\$24.54	\$24.79
H	\$23.86	\$24.10	\$24.33	\$24.58	\$24.83	\$25.07	\$25.32	\$25.57	\$25.84
I	\$24.87	\$25.11	\$25.36	\$25.61	\$25.88	\$26.13	\$26.39	\$26.65	\$26.93
J	\$25.92	\$26.18	\$26.43	\$26.70	\$26.97	\$27.24	\$27.51	\$27.79	\$28.06
K	\$27.01	\$27.28	\$27.55	\$27.83	\$28.11	\$28.39	\$28.67	\$28.96	\$29.25
L	\$28.15	\$28.43	\$28.71	\$29.01	\$29.30	\$29.59	\$29.89	\$30.18	\$30.48
M	\$29.34	\$29.63	\$29.94	\$30.23	\$30.53	\$30.84	\$31.15	\$31.46	\$31.77
N	\$30.58	\$30.89	\$31.20	\$31.51	\$31.83	\$32.14	\$32.46	\$32.78	\$33.12
O	\$31.88	\$32.19	\$32.51	\$32.85	\$33.17	\$33.50	\$33.84	\$34.18	\$34.51
Grade	Step 37	Step 38	Step 39	Step 40	Step 41	Step 42	Step 43		
F	\$24.02	\$24.26	\$24.50	\$24.75	\$25.00	\$25.24	\$25.49		
G	\$25.04	\$25.28	\$25.53	\$25.80	\$26.05	\$26.31	\$26.57		
H	\$26.09	\$26.35	\$26.61	\$26.89	\$27.15	\$27.42	\$27.69		
I	\$27.19	\$27.46	\$27.74	\$28.02	\$28.30	\$28.58	\$28.87		
J	\$28.34	\$28.62	\$28.92	\$29.20	\$29.49	\$29.78	\$30.09		

K	\$29.54	\$29.84	\$30.14	\$30.43	\$30.74	\$31.05	\$31.36		
L	\$30.78	\$31.10	\$31.41	\$31.72	\$32.04	\$32.36	\$32.68		
M	\$32.09	\$32.41	\$32.73	\$33.07	\$33.39	\$33.72	\$34.07		
N	\$33.45	\$33.78	\$34.12	\$34.46	\$34.80	\$35.16	\$35.50		
O	\$34.87	\$35.21	\$35.56	\$35.92	\$36.28	\$36.64	\$37.01		

**Appendix IV – Supervisory Professional Exempt Salary Schedule
(based on a 12 month schedule; prorate if less than 12 months)
July 1, 2022 through June 30, 2024**

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
R 9.5mo	\$45,677.61	\$46,145.93	\$46,597.52	\$47,065.84	\$47,534.16	\$48,019.20
L 12mo	\$44,940.23	\$45,383.10	\$45,825.96	\$46,289.92	\$46,753.87	\$47,217.82
M 12mo	\$46,838.22	\$47,302.18	\$47,766.13	\$48,251.17	\$48,736.22	\$49,221.26
O 12mo	\$50,866.19	\$51,372.32	\$51,899.54	\$52,405.67	\$52,932.89	\$53,460.11
P 12mo	\$53,017.24	\$53,544.46	\$54,092.77	\$54,641.08	\$55,168.30	\$55,737.70
Q 12mo	\$55,273.74	\$55,822.05	\$56,370.36	\$56,939.76	\$57,509.16	\$58,078.56
R 12mo	\$57,593.51	\$58,184.00	\$58,753.40	\$59,343.88	\$59,934.37	\$60,545.94
T 12mo	\$62,570.47	\$63,203.13	\$63,835.80	\$64,468.46	\$65,122.21	\$65,754.88

<u>Grade</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	<u>Step 12</u>
R 9.5mo	\$48,487.51	\$48,972.56	\$49,474.32	\$49,959.37	\$50,461.14	\$50,962.90
L 12mo	\$47,702.87	\$48,166.82	\$48,651.86	\$49,136.90	\$49,643.04	\$50,128.08
M 12mo	\$49,706.30	\$50,212.43	\$50,718.56	\$51,224.70	\$51,730.83	\$52,258.05
O 12mo	\$54,008.42	\$54,535.64	\$55,083.95	\$55,632.25	\$56,201.65	\$56,749.96
P 12mo	\$56,286.01	\$56,855.40	\$57,424.80	\$57,994.20	\$58,563.60	\$59,154.08
Q 12mo	\$58,669.04	\$59,259.53	\$59,850.01	\$60,440.50	\$61,052.08	\$61,663.65
R 12mo	\$61,136.43	\$61,748.01	\$62,380.67	\$62,992.25	\$63,624.91	\$64,257.57
T 12mo	\$66,429.72	\$67,083.47	\$67,758.31	\$68,433.16	\$69,129.09	\$69,803.93

<u>Grade</u>	<u>Step 13</u>	<u>Step 14</u>	<u>Step 15</u>	<u>Step 16</u>	<u>Step 17</u>	<u>Step 18</u>
R 9.5mo	\$51,481.40	\$51,999.89	\$52,518.38	\$53,036.88	\$53,572.10	\$54,107.32
L 12mo	\$50,634.21	\$51,140.34	\$51,646.47	\$52,173.69	\$52,679.82	\$53,207.04
M 12mo	\$52,764.18	\$53,291.40	\$53,839.71	\$54,366.93	\$54,915.24	\$55,463.54
O 12mo	\$57,319.36	\$57,909.84	\$58,479.24	\$59,069.73	\$59,660.22	\$60,250.70
P 12mo	\$59,744.57	\$60,356.15	\$60,946.63	\$61,558.21	\$62,169.78	\$62,802.45
Q 12mo	\$62,275.23	\$62,886.80	\$63,519.47	\$64,152.13	\$64,805.88	\$65,459.64
R 12mo	\$64,911.33	\$65,565.08	\$66,218.83	\$66,872.58	\$67,547.43	\$68,222.27
T 12mo	\$70,499.86	\$71,216.88	\$71,933.90	\$72,650.92	\$73,367.94	\$74,106.04

<u>Grade</u>	<u>Step 19</u>	<u>Step 20</u>	<u>Step 21</u>	<u>Step 22</u>	<u>Step 23</u>	<u>Step 24</u>
R 9.5mo	\$54,642.54	\$55,194.48	\$55,746.42	\$56,298.37	\$56,867.04	\$57,435.71
L 12mo	\$53,755.35	\$54,282.57	\$54,830.88	\$55,379.19	\$55,927.50	\$56,496.90

M 12mo	\$56,011.85	\$56,581.25	\$57,150.65	\$57,720.05	\$58,289.44	\$58,879.93
O 12mo	\$60,862.28	\$61,452.76	\$62,085.43	\$62,697.00	\$63,329.67	\$63,962.33
P 12mo	\$63,435.11	\$64,067.77	\$64,700.44	\$65,354.19	\$66,007.94	\$66,661.70
Q 12mo	\$66,113.39	\$66,767.14	\$67,441.98	\$68,116.82	\$68,791.67	\$69,487.60
R 12mo	\$68,897.11	\$69,593.04	\$70,288.97	\$70,984.90	\$71,701.92	\$72,418.94
T 12mo	\$74,844.15	\$75,603.35	\$76,341.46	\$77,121.74	\$77,880.94	\$78,661.22

<u>Grade</u>	<u>Step 25</u>	<u>Step 26</u>	<u>Step 27</u>	<u>Step 28</u>	<u>Step 29</u>	<u>Step 30</u>
R 9.5mo	\$58,004.38	\$58,589.78	\$59,175.17	\$59,760.57	\$60,362.69	\$60,964.81
L 12mo	\$57,045.20	\$57,614.60	\$58,205.09	\$58,774.49	\$59,364.97	\$59,955.46
M 12mo	\$59,470.42	\$60,060.90	\$60,651.39	\$61,262.96	\$61,874.54	\$62,507.20
O 12mo	\$64,594.99	\$65,248.75	\$65,902.50	\$66,556.25	\$67,210.01	\$67,884.85
P 12mo	\$67,336.54	\$67,990.29	\$68,686.22	\$69,361.06	\$70,056.99	\$70,752.92
Q 12mo	\$70,162.44	\$70,879.46	\$71,575.39	\$72,292.41	\$73,030.51	\$73,747.53
R 12mo	\$73,135.96	\$73,874.07	\$74,612.17	\$75,350.28	\$76,109.48	\$76,868.68
T 12mo	\$79,441.51	\$80,242.88	\$81,044.26	\$81,866.72	\$82,668.10	\$83,511.65

<u>Grade</u>	<u>Step 31</u>	<u>Step 32</u>	<u>Step 33</u>	<u>Step 34</u>	<u>Step 35</u>	<u>Step 36</u>
R 9.5mo	\$61,566.93	\$62,185.78	\$62,804.63	\$63,440.20	\$64,075.77	\$64,711.35
L 12mo	\$60,567.03	\$61,178.61	\$61,790.18	\$62,401.76	\$63,013.33	\$63,646.00
M 12mo	\$63,118.78	\$63,751.44	\$64,384.11	\$65,037.86	\$65,691.61	\$66,345.36
O 12mo	\$68,580.78	\$69,255.62	\$69,951.55	\$70,647.48	\$71,364.50	\$72,060.43
P 12mo	\$71,469.94	\$72,186.96	\$72,903.98	\$73,642.09	\$74,380.20	\$75,118.31
Q 12mo	\$74,485.64	\$75,223.75	\$75,982.95	\$76,742.14	\$77,522.43	\$78,281.63
R 12mo	\$77,627.87	\$78,408.16	\$79,188.44	\$79,989.82	\$80,791.19	\$81,592.57
T 12mo	\$84,334.11	\$85,177.66	\$86,042.30	\$86,885.86	\$87,771.59	\$88,636.23

<u>Grade</u>	<u>Step 37</u>	<u>Step 38</u>	<u>Step 39</u>	<u>Step 40</u>	<u>Step 41</u>	<u>Step 42</u>
R 9.5mo	\$65,363.64	\$66,015.94	\$66,668.24	\$67,337.27	\$68,023.02	\$68,692.04
L 12mo	\$64,278.66	\$64,932.42	\$65,586.17	\$66,239.92	\$66,893.67	\$67,568.52
M 12mo	\$66,999.12	\$67,673.96	\$68,348.80	\$69,044.73	\$69,719.57	\$70,415.50
O 12mo	\$72,798.54	\$73,515.56	\$74,253.66	\$74,991.77	\$75,750.97	\$76,510.17
P 12mo	\$75,856.41	\$76,615.61	\$77,395.90	\$78,155.09	\$78,935.38	\$79,736.75
Q 12mo	\$79,061.91	\$79,863.29	\$80,664.66	\$81,466.03	\$82,288.50	\$83,110.96
R 12mo	\$82,415.03	\$83,237.49	\$84,059.96	\$84,903.51	\$85,768.15	\$86,611.70
T 12mo	\$89,521.96	\$90,428.77	\$91,335.59	\$92,242.41	\$93,170.32	\$94,098.23

<u>Grade</u>	<u>Step 43</u>
R 9.5mo	\$69,377.79
L 12mo	\$68,243.36

M 12mo	\$71,132.52
O 12mo	\$77,269.36
P 12mo	\$80,538.13
Q 12mo	\$83,933.42
R 12mo	\$87,476.34
T 12mo	\$95,026.13