

MESA UNIFIED SCHOOL DISTRICT #4

WORKING CONDITIONS AND BENEFITS

FOR

CLASSIFIED EMPLOYEES

JULY 1, 2022 – JUNE 30, 2023

The contents of this document may be modified at any time by the district. Compensation may be impacted by a reduction in available District funds. The benefits outlined herein pertain only to the current contract year. There is no expectation that any benefit will continue beyond the current contract year.

It is expressly understood that the contents of this document **do not constitute the terms of a contract of employment.** Nothing contained herein shall be construed as a guarantee of continued employment beyond the period of employment set forth in any contract of employment entered into by any employee with the district.

The employment of any non-contract employee is on an “at will” basis. This means that the employment relationship may be terminated at any time by either the non-contract employee or the district for any reason not prohibited by law.

Any oral or written representations to the contrary of the above statements are invalid and should not be relied upon by any prospective or existing employee.

For additional information, refer to the Governing Board Policies and Regulations or the Employee Handbook.

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Definitions

Terms, as used in this document, shall be defined as follows:

1. **Board** shall mean the Governing Board of the Mesa Unified School District #4.
2. **Contract employee** shall mean any employee whose scheduled work assignment is 30-40 hours per week. Designated contract employees will be entitled to receive vacation and sick accruals and holidays as provided per contract work term.
3. **Days** shall mean calendar days except where "working days" are specified.
4. **District** shall mean the Mesa Unified School District #4.
5. **Employee** shall mean any individual, other than a supervisor or an administrator, whose position is considered to be a classified position. Where a right or benefit applies only to a specific group of employees, e.g., contract employees, that stipulation is included within the given section.
6. **Extension of contract** shall mean that period of time employee's regular job is performed immediately prior to or following contract short-term start and end dates. Extensions of contract must have prior approval.
7. **Family** for sick leave purposes, shall mean a member of the family within first degree of consanguinity who resided in the home immediately prior to illness. For critical illness or bereavement leaves, **family** shall mean the employee's spouse, child, parent, parent-in-law, sibling, step-child, daughter-in-law, son-in-law, step-parent, grandparents of the employee, grandchild, brother-in-law, and sister-in-law. Appeal is available on relationship.
8. **Furlough** shall mean a temporary unpaid, non-work day designated by the District that would normally be a paid work day.
9. **Fiscal year** shall be from the first calendar day in July through the last calendar day in June.
10. **MACS** shall mean the Mesa Association of Classified Supervisors.
11. **MASA** shall mean the Mesa Association of School Administrators.
12. **MEA** shall mean the Mesa Education Association.
13. **MESPA** shall mean the Mesa Education Support Personnel Association.
14. **Modification of contract** shall mean changing the start and end dates of a contract from the published dates for that term. The number of working days shall remain unchanged. The number of paid days may change due to the number of holidays within the modified term.
15. **Relief bus driver** shall mean any bus driver who is employed to replace bus drivers who are absent or assigned to other duties.
16. **Representative** shall mean an individual requested by an employee or supervisor to be present at a conference or meeting that allows such representation. The representative shall attend primarily as an observer.

17. **Reprimand** shall mean any written letter of reprimand action taken by supervisory personnel as a result of an employee violation or infraction of District policies, procedures, regulations, or administrative directives that is to be included in the employee's District personnel file.
18. **Standby time** shall mean any time a Bus Driver is not driving, but required to be on the clock and available for a driving or work assignment.
19. **Substitute** shall mean one who is employed to replace an absent employee in a position of less than thirty (30) hours per week.
20. **Summer employment** shall mean that opportunity for contract short-term employees to perform work for the District during the period of time outside their contract term. Extensions of contract are not considered to be summer employment.
21. **Superintendent** shall mean the chief administrative officer of the Mesa Unified School District #4 or his/her appointed designee.
22. **Immediate Supervisor** shall be the administrator at the lowest level of the Table of Organization delegated the authority to assign job duties, issue reprimands, and/or recommend employment or dismissal at specified facilities.
23. **Temporary employee** shall mean one who is employed for at least thirty (30) hours per week. A temporary employee may be hired to replace an employee in a Table of Organization position who is absent due to an approved leave of absence not exceeding 12 months. Temporary employee shall not mean a current employee who is performing a temporary job assignment.
24. **Working days** shall mean those days when the employee is normally scheduled to be at work. It shall not include holidays or vacation days when the employee is not scheduled to be on duty.
25. **Written warning** shall mean any written warning taken by supervisory personnel as a result of an employee violation or infraction of district policies, procedures, regulations, or administrative directives that is to be included in the employee's unit/site file.

Section 1 – MESPA Recognition and Rights

I. Governing Board Recognition

- A. For the purpose of discussions concerning working conditions and benefits, the Governing Board recognizes the Mesa Education Support Personnel Association (MESPA) as the representative of support personnel. For the purposes of this section, these discussions shall be referred to by the term “Meet and Confer”. (See Governing Board Policy HG – Meet and Confer.)
- B. Procedural ground rules or guidelines shall be mutually agreed upon by representatives of the Governing Board or the Superintendent and representatives of MESPA prior to the discussions beginning on specific topics.
- C. Prior to February 15 of each year, proposals/study topics shall be mutually declared and discussions concerning these proposals/study topics shall begin. Discussions concerning certain working conditions and benefits shall be completed by April 1, except when agreed upon by both parties.
- D. At the conclusion of the discussions each year, those terms that have been agreed to shall be reduced to writing and signed by the Governing Board’s representative and a representative of MESPA, thereby indicating that agreement on that topic has been reached.
- E. Should a formal complaint be filed through the Dispute Resolution Procedure which specifically challenges the association rights of MESPA, MESPA shall be notified and a MESPA representative shall be included in all meetings regarding that complaint.
- F. The Superintendent or designee(s) shall meet regularly with the MESPA President or designee(s) for the purpose of discussing issues of mutual interest.

II. Association Dues Deductions

The Governing Board agrees to recognize the perpetual dues deduction clause on payroll deduction forms for membership in MESPA. The District will deduct dues in the amount requested by the Association in seventeen (17) equal payments beginning in September of each year. Any employee who desires to be removed from the Association membership rolls shall be released upon receipt by the MESPA Office or the District Payroll Office, of the employee’s written request. The Association shall be notified, in writing, of all requests to discontinue membership.

III. Release Time for MESPA President

The Governing Board shall provide release time as consistent with state law for the MESPA President of no less than thirty-five (35) days each year to attend to Association duties. The release time shall be at no cost to the District, and shall be taken in partial-day increments. By mutual agreement between MESPA and the District, certain of these release time days may be delegated to other MESPA representatives in order to conduct association business. The MESPA member receiving the release time shall notify his/her immediate supervisor at least two (2) days in advance of the absence.

IV. Association Rights

- A. Bulletin Boards. Space on at least one bulletin board shall be made available in each school and department for the purpose of posting notice about MESPA activities and information. The space shall be of sufficient size to accommodate several postings.

- B. Communications. The association may communicate with employees using district inter-school mail, district telephones, and the district voice mail system. The association may transact official organizational business and communicate via district email. The association's communication and distribution of materials must be reasonable and non-political in nature.
- C. Meetings. MESPA and its representatives are permitted to conduct Association business on school property. Permission for use of the facilities for this purpose must be obtained from the unit administrator and must not interfere with scheduled school or department activities. Excess expenses resulting from such use shall be borne by MESPA.
- D. Association Business. Employees shall not conduct MESPA business nor participate in MESPA activities during work time except in accordance with District policies and regulations. Upon request, unit administrators and supervisors may allow for announcements of MESPA information and activities before or at the end of staff meetings. Requests for participation in the meetings must be made prior to the beginning of the meeting.
- E. Membership and Participation. No classified employee shall be penalized by a supervisor or administrator due to membership in MESPA or due to participation in Association activities as long as those activities are conducted on the employee's personal time and in accordance with District policies and regulations.

V. Requests for Information

Upon request, the District agrees to furnish to MESPA financial documents which are appropriate to the Meet-and-Confer process. Additional information which is deemed public information shall also be made available to MESPA as is requested.

VI. MESPA Participation on District Committees

- A. Classified employee representatives on certain district committees, including the Employee Benefits Advisory Committee, are to be appointed by MESPA.
- B. Classified employee representatives on Study Committees established through the Meet-and-Confer process shall be appointed by the MESPA President.
- C. The Superintendent shall select classified employees to serve on certain District committees in accordance with the procedures established for those committees. The MESPA President shall provide employee names for the Superintendent's consideration for these committees:
 - The Performance Pay Implementation Committee
 - Management Interview Committees
 - Reclassification Process Advisory Committee
- D. When classified employees are represented on other District committees, the Superintendent shall consider the employee names as recommended by MESPA President for participation on that committee.

Section 2 - Alternative Work Weeks

In keeping with energy conservation and efficiency concerns, the District shall encourage the development and implementation of alternative work schedules at all work sites, with particular emphasis on non-school sites. Groups of employees who wish to propose alternative work schedules for the purpose of increasing efficiency and effectiveness are encouraged to submit their plan in writing to the unit administrator and the appropriate assistant superintendent.

In any alternative work schedule which results in more than one shift, employees will be asked to indicate the shift of their preference. The department administrator will then determine shift assignments based upon District needs.

Section 3 - Automobile Mileage

District employees who are responsible for delivery or pick-up of materials or money, at the direction of their supervisor, shall be eligible for mileage reimbursement and shall be bonded. Such delivery or pick-up shall be accomplished on District time.

Any employee identified for the purpose of receiving a random drug or alcohol test, shall be provided transportation or a district vehicle to drive to the testing facility whenever possible.

Section 4 – Compensation Plan

The Support Staff Compensation Plan will be used to determine the salaries of support staff employees.

The annual salary or hourly rate of a support staff employee will be the sum of the following compensation elements approved annually by the Governing Board for the employee's work group:

- Base salary or hourly rate
- Experience and/or education factors
- Additional factors, if any, for the employee's work group or position

Compensation elements, and the amounts allocated to them for the previous school year, are subject to amendment by the Governing Board for the following year.

The support staff employee's contractually assigned position will determine his or her placement in the following support staff work group:

- Classified Hourly
- Classified Supervisor
- Classified Director

The Hiring Guidelines and the Annual Placement Guidelines adopted by the Governing Board as part of the budget development process for the next school year will be used to calculate the salary of a new hire employee and a returning employee, respectively, for the next school year. For the purpose of this regulation:

- "New hire employee" means an employee who will start employment in a support staff position and was not employed by the district in the same support staff work group for the previous year or

any employee who voluntarily resigns from a position anytime during their work term. A new hire employee will become a returning employee if the employee is rehired for a position in the same work group for the following school year and completed the work term for that position.

- “Returning employee” means a support staff employee who was employed by the district in the same work group in the previous fiscal year, completed the work term for that position, and returned to a position in the same work group within 15 school days of the first day of the school year.
- “Rehired employees” means a support staff employee who was employed by the district, then separated from the district, but returned to work at MPS. Rehired employees returning within 12 months are placed back at the same rate if same pay grade, plus any salary increase if applicable.

Base salary and other factors for exempt employees under the Fair Labor Standards Act will be prorated if the employee’s contract is less than 1.0 full-time equivalent (FTE) or specifies a term of fewer days than the full contract period for his or her work group.

Hiring Guidelines for New Hire Employees

Base Salary or Hourly Rate Calculation

A new hire employee will receive a base salary or an hourly rate, based on the Hiring Guidelines and the position band/grade.

Experience Compensation Calculation

The district will use the following guidelines to calculate a new hire employee’s experience compensation:

1. Verified work experience in the same or a like position within the past 10 years may be granted for additional compensation. Each year of verified like experience, excluding the minimum experience requirement for the position, up to a maximum of 5 years, will be compensated at the amount approved by the Governing Board for the Hiring Guidelines.
2. If a new hire employee is granted experience compensation that subsequent verification reveals to be incorrect or unsupported, the employee’s contract and salary will be revised retroactively to the date of the contract.

Education Compensation Calculation

The district will use the following guidelines to calculate a new hire employee’s education compensation:

1. A verified AA or higher degree, other than a degree required for the employee’s current position, will be compensated at the amount approved by the Governing Board for the Hiring Guidelines.
2. Other verified professional training and certifications that are directly related to the current position held or are otherwise of clear benefit to the district also may be considered for compensation.

Additional Compensation

Additional compensation may be given for competitive job market value, unique skills and experiences, and district- or school-specific needs.

Annual Placement Guidelines for Returning Employees

Base Salary or Hourly Rate Calculation

1. A new base salary or hourly rate of a returning employee will be calculated each school year. The new base salary or hourly rate will be calculated using the employee's previous year's base salary or hourly rate, and any across-the-board adjustment and education compensation earned.
2. An across-the-board adjustment may be made to the base salary or hourly rate of returning employees at the discretion of the Governing Board.
3. If a returning employee transfers to a new position with a higher pay range or band/grade, the new rate will be the greater of: (a) 110 percent of the employee's pre-transfer base salary or hourly rate or (b) the base salary or hourly rate for the range or band/grade of the new position. If the employee has a degree (AA or higher), the new rate will be a minimum of the base salary or hourly rate for the band/grade of the new position plus 1%.
4. If a returning employee transfers to a new position with a lower range or band/grade, his or her base salary or hourly rate will be the greater of: (a) the base salary or hourly rate of the new position or (b) a percentage that is proportionate to the employee's pre-transfer rate as compared to the base rate of the pre-transfer position. For example, if the employee's pre-transfer pay rate was 15% above the minimum hourly rate for the previous position, then the employee's pay rate will be adjusted so that it is 15% above the minimum hourly rate for the new position. If the employee has a degree (AA or higher), the new rate will be a minimum of the base salary or hourly rate for the band/grade of the new position plus 1%.
5. If a returning employee's position is reclassified by the Governing Board, his or her base salary or hourly rate will be the greater of (a) 110 percent of the employee's base salary or hourly rate before re-classification or (b) the base salary or hourly rate of the position after re-classification. If the employee has a degree (AA or higher), the new rate will be a minimum of the base salary or hourly rate for the band/grade of the new position plus 1%.
6. Shift differential amounts approved by the Governing Board will be added to the regular hourly rate of full-time, contract employees if both of the following criteria are met:
 - a. 51 percent or more of the employee's regular work schedule falls during the second shift or third shift
 - b. 51 percent or more of the employee's actual work time falls during second shift or third shift

Second shift is defined as 2:00 p.m. to midnight; third shift is defined as 11:00 p.m. to 7 a.m. Substitute, part-time, or temporary employees do not qualify for a shift differential.

Professional Development and Education Compensation Calculation

The district will use the following guidelines to calculate a returning employee's professional development and education compensation:

1. Pre-approved professional development workshops, conferences, courses, and classes that are directly related to the employee's current position or are otherwise of clear benefit to the district are eligible for professional development credit.

2. Professional development credits may be submitted only in blocks of 15 credits. An employee will qualify for one education compensation increase for every 15 professional development credits. Accumulated credits completed by May 31 and submitted to Human Resources by June 15 of each year will be considered for compensation effective July 1 of the next fiscal year.
3. An education compensation increase will be calculated at the amount or rate approved by the Governing Board for the Annual Placement Guidelines.
4. A total of four education compensation increases may be earned during a support staff employee's employment with the district. The increases will occur when the employee earns 15, 30, 45, and 60 credits. Only one education compensation increase will be permitted each fiscal year. Employees who earn an AA degree or higher degree will be compensated at the amount or rate approved by the Governing Board for the Annual Placement Guidelines. Degrees earned by May 31 and submitted to Human Resources by June 15 of each year will be considered for compensation effective July 1 of the next fiscal year.

The following rules will govern eligibility for and calculation of professional development credits:

- Coursework offered at any college, university, or other accredited educational institution may be taken for credit. University and college coursework will be credited at the rate of one professional development credit for one course credit.
- All other workshops, conferences, and coursework will be credited at the rate of one-half professional development credit for 16 seat hours.
- District approved professional development coursework may be taken for credit and do not require pre-approval.
- Programs conducted during the employee's workday or at any other time when the employee is compensated by the district for his or her participation are not be eligible for credit.
- Trade school courses must be for a skill area above the entry-level skill required for the employee's current position to be eligible for credit.

Additional factors

The Governing Board may adopt additional compensation factors, such as performance evaluation ratings.

Compensation for On Call time

Specific employees in the departments of Operations, Security, Facility Rentals and Transportation may be assigned to be On Call. The department director or designee will determine who is assigned to be On Call and eligible for this compensation.

On Call time will be compensated as follows:

- Minimum time paid will be 30 minutes per day, regardless of call activity.
- Multiple calls received during the 30 minutes following the first call will not result in additional compensation.

- Calls received after the initial 30 minutes will begin a new minimum 30 minute compensation time interval. Multiple calls received during the 30 minutes following a call that begins a new minimum compensation time interval will not result in additional compensation.

Guidelines for Retired ASRS Members

1. The district has contracted with a private third-party employer to provide experienced staff to the district on an as needed basis and to allow an employee to phase in their retirement. District employees or new hires who are eligible for normal retirement from the Arizona State Retirement System (ASRS) can retire from the district and enter into an employment relationship with the third-party employer for 12-months from the actual retirement date with ASRS. This is considered the MPS “phased retirement” program.

Phased Retirement Program:

- a. As third-party employees, former district employees can continue to serve the district and receive compensation while also receiving their retirement benefits from ASRS.
- b. The third-party employer will provide a base hourly rate to former district employees in the phased retirement program. The former district employee in the phased retirement program will receive a base hourly rate based on the applicable formula below:
 1. If the phased retirement role is similar in nature to his or her pre-retirement position (same pay grade), the third-party employee will receive 83.0% of his or her most recent pre-retirement hourly rate plus any applicable wage increases being applied going into the first year of the phase retirement program.
 2. If the phased retirement role is different in nature to his or her pre-retirement position (not the same pay grade), the third-party employee will receive 83.0% of the hourly rate determined by MPS salary placement procedures.
- c. A non-former district employee may be hired by the third-party employer with consultation from the district and participate in the phased retirement program. The third-party employee will receive 83.0% of the hourly rate determined by MPS salary placement procedures.

2. The district may rehire former employees or hire non-former district employees who retired with ASRS under the normal retirement rules and has met the 20/20 rule for 12-months following the actual retirement date with ASRS.

- a. The former district employee who participated in and fulfilled the phased retirement program is eligible for rehire with the district. If rehired, the rehired employee will receive compensation and eligible benefits provided to district employees.
 1. If the new role is similar in nature to his or her phased retirement position (same pay grade), the rehired employee will receive 100% of his or her most recent pre-retirement hourly rate plus any applicable wage increases being applied going into the first year of the phase retirement program.
 2. If the new role is different in nature to his or her phased retirement position (not the same pay grade), the rehired employee will receive an hourly rate determined by MPS salary placement procedures.
 3. If there is a separation of one or more years between the completion of the phased retirement program and the rehire date, the rehired employee will receive an hourly rate determined by MPS salary placement procedures.
 4. Unless otherwise specified, the rehired employee is not eligible for MPS salary increases when returning as a district employee.

- b. The non-former district employee will receive an hourly rate determined by MPS salary placement procedures.
- c. The (re)hire under these conditions will be considered exclusionary employees.

Job Title and Range Listing

Description	Band/Grade
Account Clerk	B21
Account Clerk Senior	B23
Account Specialist - CTE	B21
Account Specialist - NAEP	B21
Accountant	C41
Accounting Specialist	B22
Accounting Technician	B23
Administrative Trainer Senior	B23
Analyst Senior	C41
Arts Aide	A11
Assessment Monitor	B23
Asset Management Lead	B23
Assistant to the Executive Team	B26
Assistant to General Counsel	B23
Attendance Clerk SH	A11
Audio Visual Specialist SH	A13
Audiology Technician	A12
Bilingual Interpreter - Translator	B22
Bilingual Interpreting Coordinator	B22
Bioscience Laboratory Assistant	A13
Bookstore Manager SH	B21
Brailist Assistant	A12
Budget Technician	B22
Budget Technician Senior	B23
Bus Aide	A11
Bus Driver	B21
Bus Driver Relief	B21

Bus Driver Route	B21
Bus Driver/Operations	B21
Bus Driver/Trainer	B22
Bus Runner	A13
Buyer Assistant	B21
CAD Operator	B26
Carpenter I J	B24
Carpenter II	B22
Carpet Cleaning Crew Lead	B22
Carpet Cleaning Crew Worker	A13
Carpet Installer J	B22
Case Manager - Phase Liaison	B25
Catering Manager	B21
Certification Specialist	B22
Classified Nurse	C41
Clerical Aide	A11
CN Assistant	A12
CN Assistant / POS Operator	A12
CN Cafe Special Programs	B21
CN Cashier	A13
CN Cook	B21
CN Elementary Manager	B22
CN Elementary Manager Trainee	B21
CN Secondary Manager	B24
CN Site Coordinator	B24
COBRA and Compliance Specialist	B22
Combo Painter J	B23
Communications Assistant	B23
Communications Technician	C41
Community Ed Assistant	A13
Community Ed Assistant - Adult Education	A13
Community Liaison	A13
Compliance Specialist	B22
Computer Bench Repair Technician	B26
Computer Lab Aide	A11

Computer Repair Technician	B26
Computer Repair Technician - CTE	B26
Construction Inspector	C41
Copier Repair Technician	B23
COTA	C41
Crossing Guard	A11
Custodial Site Manager	B31
Custodian	A12
Custodian Area Support	A12
Custodian Lead - District	B22
Custodian Lead Elementary	B21
Custodian Lead JH	B22
Custodian Lead SH	B22
Custodian Part-Time	A12
Dashboard Developer	B25
Data Specialist – MDLP	B22
Day Custodian	A12
Delivery Worker	A12
Demonstration Health Assistant	B21
Desktop Publisher	B22
Digital Communications Specialist	B23
Dispatcher - Transportation	B23
Distribution Worker - Food and Nutrition	B21
District Cataloger & Electronic Resources Tech	B21
District Communications Specialist	B23
District Security	B21
Drama Technician	B22
Educational Technology Specialist	B22
ELAD Testing Clerk	A13
ELAD Testing Specialist	B21
Electrician J	C41
Electrician J - Night Crew	C41
Electrician J Lead	C51
Electronic Technician J	C41

Electronic Technician J Lead	C51
Employee Benefits Specialist	B22
English Language Acquisition/Adult Education	B22
Equipment Manager	A13
Equipment Operator	B22
Executive Secretary - Department/Program	B23
Expeditor Liaison	B22
Facility Assistant Area Support	A13
Facility Assistant Elementary	A13
Facility Assistant JH	A13
Family Liaison/Recruiter	B21
Family Literacy Liaison	B22
Family Support Specialist	A13
Field Trip Coordinator	B21
Financial Trainer/Liaison	B22
FIT Driver	A13
FIT Transportation Liaison	B22
General Clerk	A13
Graffiti Painter J	B22
Graphic Communications Specialist	B22
Graphic Designer	B22
Grounds Foreman	C51
Grounds Foreman Structure	C51
Grounds Lead	B22
Grounds Worker I	A13
Grounds Worker II	B21
Head Attendance Clerk	A13
Health Assistant	B21
Healthy Schools Manager	B21
Heavy Equipment Operator	B23
Help Desk Specialist	B21
Home/School Liaison	B21
Human Resources Assistant	B21

Human Resources Data Specialist	B22
Human Resources Technician	B23
HVAC Assistant Lead	C41
HVAC Filter Worker	A13
HVAC Lead	C51
HVAC Specialist	C41
HVAC Technician	C41
Instructional Assistant	A11
Instructional Assistant Special Ed I-Resource	A11
Instructional Assistant Special Ed I-SC	A11b
Instructional Assistant Special Ed I-Support	A11
Instructional Assistant Special Ed II-SC	B21
Instructional Assistant Special Ed II-Support	B21
Instructional Materials Clerk	A13
Instructional Technology Assistant	A13
Internal Auditor	C41
International Baccalaureate Assistant	B21
Interpreter I	B22
Interpreter II	B26
Interpreter III	C41
iVisions Specialist	B23
Landscape Worker	B21
Learning Center Instructor	A13
Learning Lab Clerk	A13
Life Skills Facilitator	A13
Living Skills Assistant (Self Contained)	B22
Locksmith J	B24
Lunchroom Supervision	A11
Machinist J	B25
Maintenance Night Crew Lead	C51
Maintenance Night Crew Worker	B25
Maintenance Project Facilitator	C41
Maintenance Specialist	B23

Maintenance Worker	B22
Mason	B23
McKinney-Vento/Foster Care Assistant	A13
McKinney-Vento/Foster Care Liaison	B22
Mechanic Assistant	B22
Mechanic Heavy Duty J	B25
Mechanic Heavy Duty J Lead	C51
Mechanic I J	B22
Mechanic I J Lead	B24
Media Communications Specialist	B22
Music Instrument Repair Assistant	B21
Music Instrument Repair Technician	B23
Music Instrument Repair Technician Lead	B32
Non-Instructional Assistant	A11
Office Assistant	A12
Office Assistant - NAEP	A12
Office Specialist	A13
Office Specialist Elementary	A13
Office Specialist JH	A13
Office Technician	A13
Outreach Mentor	A13
Paraprofessional - CTE	A11
Parts Worker	A13
Parts Worker Lead	B23
Photocopy Services Clerk	A13
Plumber J	B25
Plumber J - Night Crew	B25
Plumber J Lead	C51
Preschool Instructional Assistant	A11
Preschool Licensure Specialist	B21
Preschool Program Manager	A13
Press Operator	B22
Print Shop Specialist	B21

Professional Development Specialist	B21
Property Management Clerk	B22
R&E Technician	B22
Receptionist	A12
Records Clerk	A13
Records Clerk Senior	B21
Refrigeration Mechanic J	C41
Refrigeration Mechanic J Lead	C51
Registrar	B21
Registration Clerk	A12
Registration Clerk SH	A12
Resource Center Aide	A11
Resource Center Assistant	A13
Resource Center Clerical Aide	A11
Resource Center Specialist	B21
Risk/Benefits Management Specialist	B22
Roofer II	A13
Roofer J	B23
Routing Coordinator	B23
Routing Operator	B22
Routing Technician	B23
School Liaison	B21
Secretary - Choice/Success School	B21
Secretary - Preschool	B21
Secretary for Student Support JH	B21
Secretary I	B21
Secretary II	B21
Secretary III	B22
Secretary to Assistant Principal	B21
Secretary to Principal	B22
Security – Success Program	B21
Security Camera Monitor	A13
Security Monitor	A13
Security Specialist - Campus	A13

Security Specialist - District	A13
Security Specialist Lead - Campus	B21
SEI Technician I	A11
SEI Technician II	A12
Service Coordinator	B23
Service Worker I	A13
Service Worker II	B21
Sheet Metal Worker J	B24
Shop Coordinator	B26
Special Ed Assistant I	B21
Special Ed Assistant II	B21
Special Ed Clerk	A13
Special Ed Inventory Clerk	B22
Special Ed Technician	B22
Speech Language Pathology Assistant	C41
Sprinkler Repair Worker	B22
SSRC Curriculum Assistant	A12
SSRC Specialist	B21
SSRC Technician	B23
Stage Crew	A11
Stage Manager Lead	B24
Steamfitter J	B25
Structural Technician - Senior	B25
Structural Technician Lead	C51
Student Activities Technician	B22
Student Custodian	A11
Student Custodian Area Support	A12
Student Information Integrity Specialist	B25
Student Store Clerk	A12
Technology Infrastructure Specialist	C41
Testing Coordinator	B22
Testing Specialist	B21
Textbook Coordinator	B21
Title I Support Specialist	B22
Tractor Operator	B21

Trainer – NCI	B22
Trainer – Special Education	B22
Training Specialist	B21
Training, Accounting Technician	B26
Transition Technician - Special Ed	A13
Tree Trimmer Worker	B21
Tutor AVID	A13
Upholsterer	B22
User Account Specialist	B24
Utility Worker	A12
Video Assistant	B21
Video Specialist	B22
Warehouse Foreman	B31
Warehouse Specialist	B23
Warehouse Worker	B21
Warehouse Worker Lead	B22
Water Treatment Specialist	B23
Welder J	B23
Word Processor	B21
Work Order Clerk	A13
Xplore Instructional Assistant	A11
Xplore Program Manager	A13
Xplore Student Instructional Assistant	A11



2022-2023 Classified Hourly Hiring /Guidelines

Base Hourly Rate

The base hourly rate is determined by the Band/Grade assigned to the position.

Experience

A new employee who has verified like experience within the last ten years **may** be granted additional compensation. One percent (1%) of the base hourly rate will be granted for each year of verified like experience beyond the requirement up to a maximum of five years.

Education

One percent (1%) of the base hourly rate will be awarded for an AA or higher degree if not required for the position. In addition, other professional training and certifications may also be considered for compensation.

Example:

Secretary II with three years of verified experience and an AA degree

<i>Base Hourly Rate</i>	<i>Band/Grade = B21</i>	<i>\$19.00</i>
<i>Experience</i>	<i>3 years (\$19.00 x 0.03)</i>	<i>\$0.57</i>
<i>Education</i>	<i>AA (\$19.00 x 0.01)</i>	<i>\$0.19</i>
<i>Hourly Rate</i>		<i>\$19.76</i>

BAND/GRADE	HOURLY RATE
A11	\$15.70
A11b	\$16.70
A12	\$16.26
A13	\$16.91
B21	\$19.00
B22	\$20.11
B23	\$21.34
B24	\$22.63
B25	\$24.00
B26	\$25.46
B31	\$24.00
B32	\$25.46
C41	\$27.76
C51	\$29.54

Retirees who are ESI and receiving a monthly benefit from the Arizona State Retirement System will be paid a reduced salary or hourly rate according to district policy.

Section 5 - Contracts

If the District reduces the work schedule of a contract classified employee to below thirty (30) hours per week, that employee shall continue to receive full benefits for the duration of that contract year providing they continue to work at least twenty (20) hours per week. The employee must be willing to accept additional work assignments to increase the average hours back to the required minimum of 30 hours per week. The employee will be given a minimum of 48 hours notice regarding the start date and time of the additional work assignments. Failure to accept additional work assignments may result in discontinuation of health and related benefits for the remainder of the contract year. Contract classified employees who voluntarily reduce their work schedule to below thirty (30) hours per week shall not be eligible to receive full benefits.

Section 6 - Dispute Resolution Procedure

I. Purpose

The purpose of these dispute resolution procedures is to provide classified employees with a fair means of resolving a claim. When possible, claims should be resolved quickly, informally, and confidentially. The procedures are not intended to hinder discussion concerning employment relations or problems between the administration and employees or employee groups.

II. Definitions

- A. "Assistant Superintendent" means the assistant superintendent to whom the supervisor reports. If the supervisor is an assistant superintendent, the Associate Superintendent will serve as the "assistant superintendent."
- B. "Claim" means an assertion by an employee or group of employees who have been negatively affected by a decision of a supervisor that violates, misinterprets, or inequitably applies a law, policy, regulation, administrative decision or any provision of the "Working Conditions and Benefits for Classified Employees" or which endangers the complainant's health or safety.
- C. "Complainant" means the employee or group of employees who bring a complaint.
- D. "Complaint" means a written statement of a claim which describes:
 - 1. The action or decision of the supervisor;
 - 2. The provisions of the law, policy, regulation, administrative practice or the "Working Conditions and Benefits for Classified Employees" allegedly violated, misinterpreted, or inequitably applied;
 - 3. The negative effect suffered;
 - 4. The remedy sought; and
 - 5. The complainant's name, signature, and representative, if any.
- E. "Hearing officer" means a person selected by the superintendent from a list approved by the Governing Board.
- F. "Working day" means a day district offices are open.

- G. "Representative" means a person that the complainant or supervisor designates to assist him/her during the dispute resolution process.
- H. "Supervisor" means the administrator, supervisor or director upon whose action or decision the complaint is based or who could remedy the problem and with whom the Complaint must be delivered to initiate the formal Dispute resolution procedure.

III. Informal Procedure

A complainant must first arrange to meet with the supervisor in an effort to resolve the complaint informally. If the complainant is not satisfied with the outcome of the informal discussion of the complaint or the supervisor refuses to participate in informal discussions of the complaint, the complainant may proceed with the formal dispute resolution procedure.

IV. Formal Procedure

- A. The complainant must deliver a complaint to the supervisor within 20 working days of the later of:
 - 1. The day when the complainant knew about or reasonably should have known about the action or decision upon which the complaint is based, or
 - 2. The day when remedial action agreed upon by the complainant and supervisor to resolve the complaint was expected to occur but failed to occur.

Upon delivery of the complaint, the complainant will request to schedule a time to meet with the supervisor to discuss the complaint. The complainant may also request that the appropriate assistant superintendent attend the meeting in an effort to facilitate a mutual resolution of the complaint. If the complainant fails to deliver a complaint within the 20-day period, the complaint will be considered untimely and the supervisor may decline to consider it.

- B. The supervisor will meet with the complainant within five days after the complaint is delivered. The supervisor will issue a written decision regarding the complaint within five working days of the meeting with the complainant. The supervisor may seek the advice of the assistant superintendent prior to rendering the decision. If the supervisor fails to respond to the complaint within the five-day period, the complainant will send to the superintendent the complaint, together with a letter explaining that the five-day period for decision has lapsed.
- C. If the supervisor issues a decision and the complainant is not satisfied with it, the complainant may appeal the decision to the associate superintendent by delivering a copy of the complaint and the decision within five working days after the complainant receives the decision. If the complainant fails to appeal the decision within the five-day period, the supervisor's decision will become the final decision.
- D. Within five working days after the associate superintendent receives an appeal of a supervisor's decision or a letter from the complainant advising that a supervisor has failed to respond to a complaint in a timely manner, the superintendent will appoint a hearing officer to conduct a hearing of the matter. The following provisions apply to the hearing:

1. The hearing will be conducted within ten working days after appointment of the hearing officer and in accordance with usual standards of administrative due process, including receiving testimony and argument from both sides and allowing cross-examination of witnesses.
2. At least 24 hours prior to the hearing, the complainant and supervisor (or their representatives) will exchange a list of witnesses and documents that will be presented at the hearing.
3. The hearing will be closed to the public unless the parties mutually agree that it be open.
4. Any costs of conducting the hearing will be borne equally by the district and the complainant.
5. If the hearing concerns a complaint to which the supervisor allegedly failed to respond in a timely manner, the hearing officer will determine whether the supervisor failed to issue a written decision in a timely manner. If the hearing officer finds that the supervisor failed to issue a written decision in a timely manner, the hearing officer will accept the complaint as valid and limit the recommendations to the question of what is an appropriate remedy or remedies. The hearing officer may recommend a remedy other than the remedy requested in the complaint and will not recommend financial compensation unless the hearing officer finds that there is a valid legal basis for the district to provide such compensation.

Within five working days after the hearing, the hearing officer will provide a written report to the complainant, the supervisor, and the associate superintendent. The report will include findings of fact and a recommendation for resolution of the complaint.

- E. If the complainant or supervisor is not satisfied with the report, the complainant or supervisor may appeal the report to the Governing Board by delivering a notice of appeal to the secretary of the Governing Board within five days after delivery of the report to the complainant. If the complainant fails to appeal the report within the five-day period, the recommendations in the report will become the final decision.
- F. The Governing Board will hear the appeal of the report in executive session during a special meeting or during the next regular meeting. The Governing Board may invite the complainant, supervisor and hearing officer to attend the executive session to discuss the matter. The Governing Board will vote in public meeting to accept, modify or reject the report. The Governing Board's decision will be the final decision and will be promptly communicated to the complainant and superintendent.

V. General Provisions

- A. A complainant may request that all participants use their best efforts to expedite meeting dates and response times so that the dispute resolution procedure may be completed before the end of the instructional school year or as soon thereafter as practicable if the complainant's contract ends at the end of the instructional school year.
- B. Any time limit may be extended by mutual agreement of the complainant and supervisor.
- C. A supervisor will be given the opportunity to present his/her position in the same manner as the complainant in any meeting or hearing.
- D. The complainant and supervisor may be represented in any meeting or hearing, except that an attorney will not represent either party during the informal procedure.
- E. Records pertaining to a complaint will not be maintained in the personnel files of the complainant or any other employee's personnel file.
- F. A complainant will not deliver a frivolous complaint, a complaint concerning a claim that has already been resolved in the dispute resolution process, or a complaint that contains an

allegation that is known to be false. Any such abuse of the dispute resolution process will be determined by a hearing officer and is subject to disciplinary action.

- G. No retaliation of any kind will be taken against the complainant, supervisor, or any other member of the administration or Governing Board because of the person's participation in the dispute resolution process.
- H. Disciplinary action may be taken as appropriate to the outcome of the complaint, or in response to retaliation or abuse of the dispute resolution process.

Section 7 - Due Process Provisions

The district shall respect the rights of its employees established by the U.S. and Arizona constitutions and by federal and state laws. The governing board and district administration shall not adopt policies or regulations that abridge the legal rights of its employees. These rights include the right of substantive and procedural due process guaranteed by the U.S. and Arizona constitutions when the District seeks to take or impair an employee's property or liberty.

Rights relating to disciplinary matters.

- A. The District shall adopt fundamentally fair procedures to investigate allegations of misconduct, determine whether misconduct occurred, impose disciplinary action, and impose appropriate corrective action with timelines. Such procedures shall provide:
 - 1. Notice of the allegations of misconduct and what policies, regulations, or laws may have been violated.
 - 2. Notice of the employee's right against self-incrimination and notice of due process procedures.
 - 3. Opportunity to meet with the administrator bringing the charges before that administrator makes a decision regarding disciplinary action and to respond to allegations or charges of misconduct.
 - 4. Opportunity to have access to evidence and question witnesses, if appropriate, that are used to substantiate allegations against the employee.
 - 5. Opportunity to be represented by an association representative or lawyer who shall attend primarily as an observer.
 - 6. Opportunity to appeal a decision to impose a letter of reprimand, or a suspension with or without pay. Disciplinary action shall not be implemented against an employee until an appeal has been conducted or waived or until the timeline for an appeal has passed.
 - 7. Opportunity for contract employees to request a post termination hearing after a recommendation for dismissal has been approved.
 - 8. The District shall attempt to assure that no job site shall become a regularly used location for employees who are reassigned during discipline or investigatory processes.
- B. The association acknowledges that the policy adopted by the governing board in policy GDPD provides employees who are the subject of an investigation or charges of misconduct with the procedural due process rights affirmed by this section.

Employees have a right to access all policies, regulations, procedures, guidelines and rules that give direction as to the District's expectations of its employees. The District shall endeavor to inform employees of the policies, regulations, procedures, guidelines and rules that govern their conduct and behavior during employment.

The District policy GDPD and procedures cited in this section shall not be changed, abridged or superseded by the District administration or Governing Board without first providing written notice to the association. The association shall have ten (10) working days to respond to such notification. Any such change shall remain consistent with and shall not diminish the standards affirmed in this section.

Section 8 - Employee Involvement

Employee involvement committees

A. Purpose

The committee provides an opportunity for staff to bring site-based concerns to the principal. The committee will discuss the concerns and collaborate on possible solution to the concerns.

B. Start-up Procedures

The committee shall be comprised of elected staff members. The committee shall include a minimum of one (1) Classified and two (2) Certificated staff members, and a maximum of two (2) Classified and three (3) Certificated staff members. Classified employees who serve on this committee must be compensated. As a result, site resources may be a factor as to which Classified employees can be elected to the committee. Principals shall make every attempt to review and adjust meeting and work schedules in order to include Classified employees on the committee. It is the responsibility of the prior year's committee to solicit nominations, confirm nominations and conduct election by September 15 of each year. The Principal at each school shall attempt to meet monthly for a minimum of at least six (6) meetings a year. The Principal and the employee representatives at each school shall determine their own meeting days and times and shall inform all staff members of both.

C. Process

Once the committee elections are completed and meeting days and times are identified, the committee shall establish processes for the submissions of concerns, development of agendas, recording of discussions and communication of outcomes. If an issue remains unresolved, it may appear again on a future agenda or be addressed with the MESPA and the appropriate Area Assistant Superintendent.

Employees are encouraged to use the regular chain of command in providing input. However, employees may also give input on practices in the use of personnel or in the distribution or use of materials by submitting, in writing, their ideas to the appropriate Assistant Superintendent.

Section 9 - Evaluations

Classified employees who have remained in the same position for at least three (3) years shall be evaluated once every two (2) years. However, the employee may request or the administrator may initiate an evaluation at any time during the contract year. When an employee requests an evaluation, it shall be completed within thirty (30) days of the request. If an administrator receives three (3) such requests in any one calendar week, the administrator may refuse to accept any further requests until the next calendar week.

All other classified employees shall be evaluated annually.

Section 10 – Furlough Day

A Furlough Day is a temporary unpaid, nonwork day designated by the Superintendent, at the direction of the Governing Board, that would otherwise be a paid workday. Furlough Days may be taken in quarter hour increments, subject to approval by site administrator. Representatives of the Superintendent shall consult with MESPA prior to declaring the dates of furlough days. Employees may not use paid sick leave or other paid leave time on a Furlough Day.

Insurance benefits and other employee benefits shall be maintained for eligible employees during an unpaid day that the Superintendent, at the direction of the Governing Board, has designated as a Furlough Day. If more than one Furlough Day is designated, the District will attempt to schedule the days on an intermittent basis. There shall be no expectation that an employee shall provide any service to the District while on an unpaid Furlough Day. A Superintendent designated Furlough Day shall not be considered an interruption of employment.

Section 11 - Health Care and Insurance Program

The Board shall provide eligible classified employees with a comprehensive health, accident, and life insurance program. Further, the Governing Board agrees to continue providing employees the opportunity to select benefits coverage through the options available under Mesa Unified School District #4 Employee Benefit Trust.

On an annual basis, the district shall fund an amount per eligible enrolled employee for the purpose of providing health, life, dental and vision benefits.

The Board shall provide each eligible employee the opportunity to participate in our Flexible Benefits Plan per the regulations of the Internal Revenue Code 125.

- A. Premiums only option: you pay your share of the cost for certain benefits you elect with pre-tax dollars through payroll deduction.
- B. Healthcare reimbursement account option: you may set aside money using pre-tax payroll contributions into a healthcare reimbursement account. This account is used to pay for your unreimbursed health care expenses such as deductibles, copayments, or for health care services, treatments, or supplies not covered by either health care plan. Restrictions apply based on IRS guidelines and depending on your selected medical plan.
- C. Dependent care reimbursement account option: you may set aside money using pre-tax payroll contributions into a dependent care reimbursement account. This account is limited to expenses totaling not more than \$5,000.00 and is used to pay for day care, child care and elder care expenses for your eligible dependents.

Coverage While on Leave

Employees who are enrolled in a district health care plan may continue that coverage during a period of an approved leave of absence upon payment of the monthly premium on or before to the 15th day of each month.

Retirement Insurability

Employees who retire, and who are eligible to receive benefits from the State Retirement System may participate in the State of Arizona's group health care plan for retirees. Mesa Public Schools does not provide retiree health benefits, except as required under COBRA.

Life Insurance

The Governing Board shall issue to each eligible employee a life insurance policy (term) for \$50,000. The policy shall provide for a double indemnity payment in case of accidental death and/or dismemberment.

A summary copy of the policy which indicates all provisions and benefits of the above stated policy shall be made available on the district website or via paper copy upon request. Each eligible employee will receive a copy of any changes in the policy.

Eligible employees shall be provided the opportunity to purchase additional group term life insurance at their personal expense.

New Employees

Contract employees will become eligible for the insurance the first day of the month coinciding with or immediately following the completion of thirty-one days (31) of active employment.

Part-Time Employees

Employees who have been eligible for the District insurance program and who are reduced in hours by the District, and thus are no longer eligible to participate in the program shall be permitted to continue with insurance benefits as eligible under COBRA.

Part time employees are not eligible to purchase benefits. Grandfathered part time employees who are enrolled for benefits for the 2013-2014 school year will be allowed to continue to receive this benefit, but will not continue eligibility if coverage is dropped for any reason.

Claims Appeal

The claim filing and appeal information section of the Employee Benefit Trust documents specifies an appeal process in the event of a denial of any claim for benefits.

Employee Benefits Advisory Committee

The Employee Benefits Advisory Committee shall be composed of three (3) members appointed by the Mesa Education Association, three (3) members appointed by the Mesa Education Support Personnel Association, three (3) members appointed by the Mesa Association of School Administrators, three (3) members appointed by the Mesa Association of Classified Supervisors, and the Assistant Superintendent for Human Resources or his/her designee.

Changes recommended for the benefit program shall be submitted to the Employee Benefits Advisory committee for review and advice prior to their adoption by the Governing Board. Recommendations for changes may also be initiated by the committee. "For purchase" benefit programs and the determination of providers for such benefits, shall also be reviewed by the committee, whenever possible, before being offered or changed by the District.

Section 12 - Health Tests

Any medical examinations, diagnostic tests, and/or preventive medication for employees, which are required by the District, shall be paid for by the District. The only exception is the pre-employment physical examination for bus drivers.

Section 13 - Holidays

Contract employees shall be paid for holidays as approved for their work term. Part-time employees shall be paid for holidays as determined by their years of continuous employment. Number of paid holidays may be impacted by a reduction in available district funds.

The actual dates the holidays will be observed each year will be established by the Superintendent and published by Human Resources, working from the student calendar approved by the Governing Board.

1. Twelve (12) month contract employees shall be paid for the following holidays:

Independence Day	Civil Rights Day
Labor Day	Presidents' Day
Veterans' Day	Thursday and Friday of Spring Break (2 days)
Thanksgiving Day and Day After (2 days)	April Break
Semester Break (10 days)	Memorial Day

2. Short-term contract employees (those with contracts less than twelve [12] months in length) shall be paid for the following holidays occurring during their work term in the approved short term contract personnel calendar:

- Labor Day
- Thursday and Friday of October Break (2 days)
- Veterans' Day
- Thanksgiving Day and Day After (2 days)
- Semester Break (9 or 10 days, based on position)
- Civil Rights Day
- Presidents' Day
- Wednesday, Thursday, and Friday of Spring Break (3 days)
- April Break
- Memorial Day (if contract ends after Memorial Day)

3. All part-time personnel (less than thirty [30] hours per week), excluding substitutes, temporary employees, and student employees shall be paid for nine (9) holidays beginning with the sixth (6th) year of continuous employment providing the holidays are within their work term.

The nine (9) holidays are as follows:

- Veterans' Day
- Thanksgiving (2 days)
- Semester Break (2 days- Christmas Day and New Year's Day)
- Presidents' Day
- Thursday and Friday of Spring Break (2 days)
- April Break

Beginning with the ninth (9th) consecutive year of employment, two (2) additional holidays shall be granted and shall be paid at Semester Break (Christmas Eve and New Year's Eve).

Beginning with the fourteenth (14th) consecutive year of employment, two (2) additional holidays shall be paid. One (1) shall be on Labor Day and one (1) shall be on Civil Rights Day.

4. The number of hours eligible Food and Nutrition employees are paid for holidays shall be based on an average number of scheduled hours worked per day as established October 1, and re-evaluated by

February 1 of each year. If an employee's scheduled hours are increased one half hour per day or more, the change in average hours will be made when the schedule change is made.

5. The number of hours eligible Transportation bus drivers and bus aides are paid for holidays shall be based on an average number of scheduled hours worked per day as established October 1, and re-evaluated by February 1 of each year. If an employee's scheduled hours are increased one half hour per day or more, the change in average hours will be made when the schedule change is made.

Employees who are off contract immediately prior to or following a scheduled holiday will not be paid for that holiday. Employees who are on an unpaid leave of absence will not be paid for any holidays occurring during that leave. Employees will only be paid for holidays occurring during their normal work term.

In the event of an emergency, a substitute holiday may be declared by the Governing Board.

Employees required to work on a day that is designated a holiday for their work term shall be compensated at time and one-half (1 1/2) for all hours worked and shall also receive the holiday pay to which they are normally entitled.

Section 14 - In-Service

Departments and divisions shall be encouraged to develop ongoing in-service opportunities for their employees.

Section 15 - Lateral Transfer

A Lateral Transfer is defined as a transfer to a position with the same salary range and job title as the position which the employee currently holds.

Classified contract employees are encouraged to check the job postings each week and submit an internal application for positions that are of interest to them and for which they are qualified. An employee who is on a current performance improvement plan may not apply for a position that meets the definition of a Lateral Transfer.

Section 16 - Leaves, Long Term

The maximum duration of long-term leave will be computed on the basis of workdays. The duration of any long-term leave or combination of leaves used during a rolling 36-month period will not exceed the total number of workdays in one contract year for the employee's position. A longer leave period may be allowed if required by section 504 of the Rehabilitation Act of 1973 or other federal law or regulation.

Family/Medical Leave (FMLA)

An employee is eligible for twelve-week Family Medical Leave (FMLA) if the employee has been employed by the district for a cumulative total of twelve (12) months and has completed 1,250 hours of service in the twelve (12) months immediately prior to the time the leave is to commence. The Superintendent, or designee, is authorized to approve an employee's use of FMLA leave.

The District shall make family and medical leaves available to eligible employees in accordance with the family and medical leave act (FMLA) and administrative regulation GBBD-R(1). The association acknowledges that administrative regulation GBBD-R(1), as it is currently in effect, complies with the regulatory requirements of FMLA and provides the FMLA leave affirmed by this section. Administrative regulation GBBD-R(1) shall not

be changed, abridged or superseded by the District administration or governing board without first providing written notice to the association. The association shall have ten (10) working days to respond to such notification.

The District shall establish and administer in good faith a long-term leave of absence program whereby eligible employees may apply for and receive long-term leaves of absence for the following purposes:

- (i) Long-Term Health Leave, which is leave needed to recover from a serious health condition that prevents the employee from performing the essential functions of his/her job.
- (ii) Political Leave, which is leave desired to campaign for election to and hold a public office.
- (iii) Continuing Education Leave, which is leave for continuing education purposes. Employees who request a leave of absence for educational purposes to seek additional training shall submit a plan outlining courses to be taken. The plan must provide for the equivalent of a minimum of twelve (12) hours per semester.
- (iv) Hardship Leave, which is leave needed to cope with a sudden and serious personal crisis.
- (v) Long-Term Military Leave based upon competent orders to active duty.

In order to be eligible for long-term health leave, continuing education leave, political leave, or hardship leave the employee must have been employed by the District for three (3) consecutive one-year contracts immediately prior to the time the leave is to commence. Where special circumstances exist, a classified employee employed by the District for less time may appeal to the Governing Board for consideration for a long-term health leave.

An employee granted a long-term leave of absence may not accept other employment during the period of the leave without prior written authorization by the Superintendent.

To the extent possible, an employee returning from a long-term leave within the contract year shall be placed in a classified contract position for which the employee is qualified and will be placed on the salary schedule without loss of hourly wage. The employee will be given no experience credit during a leave of one semester or more duration.

Section 17 - Leaves, Short Term

Classified employees shall be granted short term leaves of absences as listed below. An absence report statement signed by the employee verifying that the absence is in compliance with this regulation shall be submitted to payroll.

Earned Paid Sick Time (EPST)

The District will properly account for and provide employees earned paid sick time (EPST) in accordance with the Fair Wages and Healthy Families Act. Governing Board Policy GBBD-R(0) provides complete details regarding the accrual of EPST, EPST carryover, EPST uses, procedures for use of EPST, and reinstatement and reimbursement of EPST. The District and its employees will not retaliate or discriminate against a current or former employee because the person exercised his or her right to use EPST.

If an employee earns sick leave (“Sick Leave”) pursuant to Administrative Regulation GBBD-R (2) (the “Sick Leave Rules”), the first 40 hours of Sick Leave earned by the employee will be credited as the employee’s EPST for the fiscal year and may be used by the employee as permitted by this Administrative Regulation GBBD-R (0) (the “EPST Rules”) or the Sick Leave Rules.

Sick Leave

Classified contract employees shall accrue sick leave on a pro-rata basis to a maximum of one day (eight hours) per month throughout the year, with 12 days (96 hours) maximum being granted for a full year. Classified employees, excluding substitutes and temporary employees, who work at least twenty (20) but less than thirty (30) hours per week and who have been employed in the District at least five (5) continuous years shall accrue pro-rated sick leave beginning with the sixth (6th) year of continuous employment. Such days shall be cumulative. Sick leave may be used (without a limit on the number of days) for the employee's own illness, illness involving a member of the employee's immediate household, preventative medical examination, family critical illness, bereavement leave and twelve-week family/medical leave (FMLA absences for the reasons stated above will be reported to the payroll department as sick leave.)

Sick leave shall accrue as follows:

1. Employees must be employed in an active status fifty-one percent (51%) of the workdays in any month to earn an accrual for that month.
2. Accruals will occur on the final calendar day of each month
3. Full-time employees receiving retirement benefits from Arizona State Retirement System will be allowed leave days consistent with district employees in similar positions and in accordance with the position's hours per day. Leave days are to be used according to district policy. Leave days are not cumulative and not reimbursable.

Employees who are absent because of an on-the-job injury resulting from the physically aggressive behavior of a student shall not have the first two absences deducted from their sick leave. At the time of occurrence, the employee must declare these circumstances to the immediate supervisor who shall then inform the Benefits Department. The supervisor must then complete the "Supervisor's Report of Industrial Injury and Treatment Authorization Form." Each case shall be investigated by Benefits staff who shall then make the determination of eligibility and inform the employee and appropriate sites as to the decision.

Individual employees who are suspected of abusing the District sick leave policy may be required to provide evidence to support their absence. However, such evidence may be required only in instances where the supervisor has reasonable suspicion that abuse has occurred and after conferring with the employee to verify such suspicion.

Personal Leave

Personal leave days may be granted to each employee who earns sick leave. Personal leave shall be charged to the employee's current sick leave accrual balance.

The following conditions shall apply in the use of personal leave:

1. Twelve month contract employees may be granted three (3) days per year.
2. Short term contract employees may be granted five (5) days per year.
3. Part-time employees earning sick leave may be granted three (3) days per year.
4. Employees shall request use of personal leave from their supervisor prior to the date on which the leave is to be used. However, employees may submit a late request in the case of an emergency. Approval procedures shall be completed within 48 hours of the employee's return to work.
5. It shall not be cumulative.

6. It shall not be used on any day the employee is not scheduled to be at work.
7. In the event that there is not adequate sick leave accrual available to cover the personal leave at the time the personal leave is taken, that day or days shall be taken off contract and the employee will not be paid for any holiday immediately prior or following that off contract day. (No appeal available)
8. The number of sick leave hours charged to the employee's accrual balance for personal leave days shall be based on the average number of scheduled hours worked per day.

Bus Drivers who do not accrue sick leave may be granted up to two (2) days of leave without pay upon written request submitted to the Director of Transportation, at least two (2) full working days in advance. If request for leave is disapproved, appeal will be heard by the Assistant Superintendent, Business Services.

In times of inclement weather or equipment breakdown which restricts the ability of the employee to perform the normal duties of his/her job, directors may allow (but shall not require) employees the immediate use of personal leave.

Off Contract Days

No more than five (5) off contract days shall be approved per employee during his/her contract term. Employees shall be docked for each off contract day taken.

All listed conditions which apply to personal leave also apply to the use of off contract days.

Employees may not go off contract prior to depleting all available accruals the employee is eligible to use.

Consecutive Absences

Other than for an approved leave of absence, it is expected that employees not be absent using personal leave and/or off contract days for more than five (5) consecutive days during his/her contract term.

Professional Leave

Professional leave may be granted by the Superintendent to attend an educational conference, convention, seminar, or workshop to participate in an in-service training program offered by an outside agency or to participate in other professional activity as requested by the District.

Section 18 - Management Interview Committee

The committee which recommends appointment of District administrators and supervisors whose positions are within the MASA or MACS shall include one classified employee.

Section 19 - Medical Leave Bank

Eligible Classified employees will have the option to participate in the District's Medical Leave Bank, as outlined in Governing Board Policy GBBD-R(2).

The District will administer a Medical Leave Bank to provide additional sick leave days to members of the Bank in the event of a prolonged illness or injury of their own or family member if they have depleted their accrued sick and personal leave, and/or vacation days (if earned). For the purpose of this section, a "family member" is defined as in the Family Medical Leave Act as a spouse, child, or parent.

Prolonged illness/injury is defined as an "illness or injury" that is anticipated and certified to last for a continuous period of time of four (4) or more weeks as verified by a licensed health care practitioner. Medical Leave Bank days will not be granted for maternity, except when complications arise from pregnancy.

No employee is allowed to withdraw from the Medical Leave Bank Program after qualifying for long-term disability coverage or after having been absent for 180 consecutive calendar days if no application has been submitted for long-term disability coverage.

Enrollment in the Medical Leave Bank

All employees who qualify to earn sick leave as defined by Sick Leave Entitlement per administrative regulation GBBD-R(2) may be eligible to join the Medical Leave Bank Program. Employees who wish to be members of the Medical Leave Bank must complete the election form and voluntarily contribute one (1) day of unused sick leave to the bank every July until employee cancels in writing. It is understood that once this day is donated, they shall not be returned to the employee and shall become the possession of the Medical Leave Bank if membership is canceled. Participating employees must contribute a second sick leave day in any given year if the bank is depleted.

Current employees may enroll during the annual open enrollment period from April 1 - May 15 and the benefit will be effective July 1st. New hire employees will have to enroll within 90 days of employment. The employee will be eligible for the benefit on the first day of the month following their 90 days of employment.

Withdrawals from the Medical Leave Bank

Employees must be a member of the Medical Leave Bank to receive benefits. A member of the Medical Leave Bank may request up to 20 working days per fiscal school year from the Bank for prolonged illness/injury by completing the Medical Leave Bank Request Form. The employee must have depleted any accrued sick and personal leave and/or vacation days as a result of a prolonged illness/injury of their own or family member before applying to the Medical Leave Bank.

Section 20 - Overtime/Compensatory Time

In the event that a classified employee works in excess of forty (40) hours per week at the request of his or her supervisor, and with the prior approval of the Superintendent or his/her designee, compensatory time off at the rate of one and one-half hours for each extra hour worked or overtime pay at the rate of one and one-half times the employee's regular rate of pay will be granted. Only actual hours worked in a week are considered. Paid holidays, sick leave days, personal leave, compensatory time, and vacation do not qualify as actual hours worked.

Compensatory time may be taken at a reasonable time with prior approval of the employee's immediate supervisor. Compensatory hours accrued in one contract year must be used by December 31, of the following contract year unless otherwise approved by the appropriate Assistant Superintendent of Human Resources. If so approved, unused compensatory hours will be reimbursed at the employee's current rate of pay. The District may require that all accrued compensatory time be exhausted before accrued vacation can be used for absences.

Employees required to work on a day that is designated a holiday for their work term shall be compensated at time and one half (1 1/2) for all hours worked and shall also receive the holiday pay to which they are normally entitled.

Section 21 - Part-Time Positions

Employees working in non-contract part time positions shall be limited to working a maximum of 29 hours per week.

Administrators and Supervisors may work to combine part time positions at work sites as practical, but not to exceed the 29 hour maximum.

Section 22 - Performance Pay

The Performance Pay Implementation Committee, consisting of eighteen (18) members, shall be appointed by the Superintendent and shall include six (6) representatives recommended by the MEA President and three (3) recommended by the MESPA President. The purpose of the committee is to advise the Director of Incentive Programs and the Superintendency as the Performance Plan is developed and changed over time. Classified members of this committee shall be compensated at their individual rate of pay per hour, including overtime if necessary, for attendance at Implementation Committee meetings outside of their regular duty day.

Decisions regarding the performance pay plan may be appealed. In the event a site or department does not meet the goals as stated in their plan, an appeal shall be filed, following the District's pay-for-performance appeals process. All schools and departments will have a process in place for staff involvement in planning and goal setting consistent with the District's pay-for-performance plan.

Section 23 - Personnel Files

Personnel files shall be maintained at the District and/or departments for employees.

1. A master file of all materials relating to an employee's service with the District shall be kept at the District Office.
2. Each employee shall have the right to review the contents of his/her own personnel file, in the presence of a Human Resources administrator, with the exception of material placed in the file prior to employment,
3. In the event that a report on an employee is originated by an administrator to be placed in his/her file, the employee shall have the opportunity to read the materials. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. The signature does not indicate agreement with the content of the material. If the employee refuses to sign, a third party shall then sign as a witness that the employee was afforded an opportunity to review the material.
4. The employee shall have the right to answer materials filed. The employee shall submit his/her answer within ten (10) working days to the Human Resources Office, where it will be placed in the employee's personnel file.
5. An employee shall be given copies of materials in his/her file at his/her expense if he/she so requests.
6. An employee shall have the right to submit materials for his/her file. The custodian of employee files will place the material in the employee's file or return it to the employee.
7. An employee may give written authorization to a representative, as specified in Definitions, to examine the employee's personnel file on the employee's behalf. Such inspection shall be in the presence of the individual (or his/her designee) responsible for maintaining employee files.

8. Should an employee's immediate supervisor initiate the placement of a document in the employee's personnel file, which the employee subsequently believes is no longer relevant, the employee may then request of that supervisor a memo stating that the original reason for the document no longer exists. If the supervisor agrees, the employee may then request of the Assistant Superintendent for Human Resources that this memo be attached to that document to be placed in the employee's personnel file.
9. The aforementioned procedures are directly applicable to any personnel files located at the District or department levels.
10. The association acknowledges that the policies and regulations adopted by the governing board and district administration in policy GBL and regulation GBL-R provide employees with the rights relating to their personnel files that are affirmed by this article.

Section 24 - Posting Sick Leave and Vacation

Employee paychecks for hourly contract and part-time employees will include the hours worked, the sick leave hours available and the vacation hours available.

Details regarding individual employees' absences may be accessed and reviewed through the District's employee information system or timekeeping system. Any employee's request to challenge the accuracy of the records on sick leave and/or vacation must be submitted in writing to the district Payroll Office. Records may be challenged for no more than twelve months prior to the date of the challenge.

Section 25 - Probationary Periods

All newly hired classified contract employees shall be placed on a 180-day (six months) probationary period and there shall be no reduction in pay during such time.

Classified employees who are voluntarily transferred to a lateral position with like job responsibilities shall not be required to complete a probationary period. Classified employees who are voluntarily transferred to another position with significantly different job responsibilities shall be placed on a 90-day (3 months) probationary period with no reduction in salary or benefits.

Classified employees who are involuntarily transferred to another position with the District shall be placed on a 90-day (3 months) probationary period (1) if the transfer occurs for disciplinary reasons or (2) when the new position requires significantly different job responsibilities. A reduction in salary or benefits will only occur if the position calls for reduced salary and benefits.

Classified employees who are involuntarily transferred to another position for reasons other than those listed above shall not be required to complete a probationary period in the new assignment. A reduction in salary or benefits will occur only if the position calls for reduced salary and benefits.

During any required probationary period, if a supervisor determines an employee's performance is not effective, at least one evaluation shall be conducted for the purpose of determining continued employment in the position.

Section 26 - Professional Travel Funds

The Board shall provide funds not to exceed three thousand dollars (\$3,000.00) during each school year for use by classified employees to cover registration fees, materials, travel expenses and other related costs incurred as a result of participation in an approved professional activity. Such funds may be used for an

individual to attend a conference, convention, seminar, clinic, workshop, or study session approved by the Superintendent.

Funds provided for professional travel shall be made available to classified contract employees, provided funding is available. Request for travel shall be administered as prescribed in district policies, state statutes and in accordance with district guidelines and procedures approved by the superintendent.

Funds budgeted for professional travel during each school year which remain unspent at the conclusion of the fiscal year shall revert to the District's general fund.

Section 27 - Reclassification

Reclassification may occur when initiated and subsequently approved by the Superintendency. Requests for reclassification must be submitted for consideration between September 1 and December 1.

All requests for a review of a specific job classification within a site or department must be initiated by the supervisor or administrator, through the appropriate assistant superintendent. The appropriate assistant superintendent will then present the reclassification request(s) to the Assistant Superintendent of Human Resources for research and analysis. Upon completion of the research and analysis, supported requests will be presented to the Governing Board for approval.

Section 28 - Reductions in Personnel

If a reduction in the number of classified personnel becomes necessary because of a decrease in student enrollment, a decrease in revenues or budget reductions, change in the organization of the District, change in state educational requirements or for other reasons, such reduction shall be accomplished as follows:

1. The Board shall first consider reducing temporary and part-time personnel in the affected department and then, if necessary, contract personnel. Such reductions shall be by reverse seniority, retaining those employees who have the longest period of continuous, contract service in the District and who are qualified to perform the duties in their particular job. In the event two (2) or more employees began work on the same date, their seniority rank shall be determined by the date on which their employment was approved by the Board. If those dates are also the same, the longest previous period of continuous part-time service, if any, shall prevail.

Consideration may be given to retain individuals who contribute to the diversity of the District's workforce.

2. Inasmuch as possible, normal attrition will be used as a means to resolve the reduction in force requirements; that is, employees who resign will not be replaced.
3. Upon determination by the Board that a reduction of contract personnel is necessary, affected employees shall be asked to indicate their future employment desires (types and location of positions in which they are interested). An immediate freeze on the hiring of classified contract personnel in such indicated positions shall be declared in an attempt to place employees in new positions prior to the effectiveness of the reduction. Should such an indicated position become vacant, the affected employee shall be interviewed, along with lateral transfer candidates (if any), providing they meet the minimum qualifications for the vacant position.
4. Displaced personnel shall be encouraged to consider gender-traditional as well as non-traditional work assignments during this process.

5. Any contract employee whose position is to be abolished will be personally notified by the immediate supervisor, followed by written notification from the Human Resources Department. Such written notification shall be received no later than ten (10) working days preceding the effective date of separation and an effort will be made to provide a minimum of thirty (30) calendar days' advance notice when circumstances permit.
6. After such a reduction of personnel occurs, any displaced contract employees will be interviewed for positions in the reverse order of layoff, for the job class recalled. The right to an interview shall not extend beyond twelve (12) months from the date of reduction. In the event an employee is selected for the position after the interview process the employee must report to work within ten (10) working days.
7. Contact for interview will be made by telephone to the last known phone number. An employee who is not able to report for work within the specified time shall be removed from the recall list.
8. The District shall endeavor to place any contract employee who is transferred due to such a reduction in personnel in a position of at least the same length (hours and months) as the old position, and at a placement on the pay schedule which most accurately matches to the employee's old placement.

Section 29 - Reimbursement for Unused Sick Leave

All classified employees who receive sick leave as a benefit of employment, and who have at least five (5) years of service with the district at the conclusion of the individual's last year of employment, shall be reimbursed for unused sick leave days upon termination or change in employment status. The rate of the reimbursement will be four times the starting hourly rate for an A11 position per day of unused sick leave. The total number of accrued sick leave hours divided by eight (8) hours determines the total number of days.

All employees who have met the aforementioned criteria shall receive this benefit. This benefit will be pro-rated for those employees working less than forty (40) hours per week.

Reimbursement for sick leave may be made either in a lump sum payment at the end of the contract or spread over the contract year. Employee must indicate preferred method when requesting retirement or resignation. A minimum of five (5) days will be held in reserve.

Employees who request to receive reimbursement paid over their final contract will not be eligible for medical leave assistance, but any accrued days not yet paid will be added back to their accruals to use during their period of absence.

Reimbursement for unused sick leave shall be paid for no more than two hundred twenty (220) days including any days sold back to the District. Employees who terminate by retirement and notify the district 35 days prior to retirement date shall be paid for up to two hundred forty (240) days.

Employees who have accumulated in excess of 175 days of sick leave shall be entitled to sell up to eight (8) days a year back to the district at the level of reimbursement in effect at the time the days are sold back.

Employees desiring to sell back days of accumulated sick leave shall notify the District prior to April 1 of the year in which they wish to effect the sale. Reimbursement for unused sick leave shall be made prior to the end of the fiscal year.

If requests to sell back accumulated sick leave days exceed funds available, priority shall be given to those employees with the greatest number of accumulated sick leave days. However, employees whose request to sell back accumulated sick leave cannot be honored because of limited financial resources shall receive priority for reimbursement of those days and the additional permissible block in the ensuing fiscal year.

Section 30 - Rest Periods and Meals Breaks

Employees who work eight (8) hours per day shall be accorded two separate fifteen (15) minute rest periods per day, one in the first half of shift and one in the second half of shift.

Employees who work fewer than eight (8) hours per day shall be accorded rest periods as follows:

1. Any employee who works at least four (4) hours prior to his/her lunch period shall be accorded a fifteen (15) minute rest period or "break."
2. Any employee who works at least four (4) hours after his/her lunch period shall be accorded a fifteen (15) minute rest period or "break."
3. Any employee who works four (4) to seven (7) hours per day in a continuous block of time shall be accorded a fifteen (15) minute rest period or "break."

Each full time employee must be given a minimum uncompensated meal break of thirty (30) minutes to a maximum of sixty (60) minutes as scheduled by the appropriate administrator/supervisor. Employees working less than eight (8) hours per day may be scheduled for a meal break at the discretion of the supervising administrator. Employees are required to clock in and out for meal breaks.

Section 31 - Safety and Facilities Committee

A safety and facilities committee shall be appointed at each work site in the District. The committee shall include at least four (4) members who shall meet at least monthly during the school year.

The committee, which shall include the unit administrator and at least one (1) representative elected by the non-supervisory classified employees, shall be charged with advising the administration of concerns regarding safety, facilities, equipment and materials. The election shall be initiated and conducted by the non-supervisory personnel no later than September 15 of each year. No elected employee representative shall be restricted from participation on the safety and facilities committee because of a conflict between meeting time and work shift.

Committee members shall evaluate the on-site facilities to determine what changes need to be made and shall prepare recommendations for inclusion in the budget development process. Such recommendations shall be forwarded to the unit administrator and the safety department for appropriate action. The committee shall prepare a crisis response plan for the building, which shall be communicated to all faculty and staff at the worksite and submitted to the Director of Employee Benefits/Risk Management.

The committee may request funds for equipment, materials, or other projects to alleviate potentially dangerous or unsafe conditions at a worksite. Application for use of these funds shall be directed to the Assistant Superintendent of Business and Support Services, who shall respond within thirty (30) calendar days.

If the committee or any employee believes that the school is subject to a health risk for staff or students due to environmental conditions (such as degraded air or water quality), the committee or any employee shall report such a concern to the site administrator. This concern should be included in the monthly safety report submitted to risk management. If the employee or committee is not satisfied with the site administrator's response, the concern may be submitted to the Assistant Superintendent for Business and Support Services, who shall provide a written response in a timely manner. If the employee or committee is not satisfied with this written response, they may file a complaint. In this instance only, the Assistant Superintendent for Business and Support Services shall be considered the initial administrator.

Section 32 - School Calendar

The Superintendent or designee will meet with representatives of the association during the fall of each school year to obtain input on a school calendar for subsequent years. The recommendations from these representatives shall be considered when draft calendars are created for consideration by the governing board when adopting new student calendars for future years.

Prior to the adoption of new student calendars, the governing board will conduct two (2) public hearings with the intent of receiving individual teacher, staff, and community preferences. In addition, other communication options, including e-mail, and letters, will be accepted from individuals wishing to express opinions about calendar options.

The Governing Board will adopt calendars only after the conclusion of the public hearings and consideration of written materials received.

Section 33 - Summer Employment

Current Classified employees who work less than 12 months shall be given preferential consideration for summer employment. Employees who work in the same position as their regular position during the summer will be paid the same rate for summer work as for their normal work.

Section 35 - Temporary Job Assignments

In the event that an employee is assigned to assume all duties in a position which becomes vacant because of retirement, resignation, death, or extended illness (more than ten [10] consecutive days) for a specified or unspecified period of time and that position is paid at a higher range, the employee shall be paid at the higher range of pay. The higher rate of pay, which shall be approximately ten percent (10%), shall be retroactive to the first day of work in the position and shall continue for the duration of the assignment.

When the skill level of job duties performed by a contract employee temporarily changes for a significant portion of time spent during the work day (more than 50%), for more than ten (10) consecutive days, that employee shall be entitled to an appropriate increase in compensation to that range of the salary schedule approved by the department administrator and the assistant superintendent for Human Resources. The higher rate of pay, which shall be approximately ten percent (10%), shall be retroactive to the first day of work in the position and shall continue for the duration of the assignment. The changes in job duties must be formally directed by the department administrator, followed by a PARF submitted to the appropriate assistant superintendent.

Section 36 - Tool Allowance

Employees who use District tools shall be responsible for the care and security of tools. Employees shall be held responsible for damaged or lost tools only if the damage is not due to normal use or wear and tear, or the loss of a tool is due to negligence on the part of the employee.

Any employee who is charged for lost or damaged tools may appeal to the appropriate director.

The District shall provide a biannual tool allowance, paid by January 15 and July 15, for contract personnel who have successfully completed their probationary period which must be used for tools purchased that school year. The list of job classes which receive the tool allowance, and the amount of the allowance, include:

Lead Heavy Duty Mechanic	\$350.00 per year, paid in two equal payments
Heavy Duty Mechanics	\$350.00 per year, paid in two equal payments
Lead Music Instr Repair Tech	\$350.00 per year, paid in two equal payments
Body & Fender Repair	\$250.00 per year, paid in two equal payments
Assistant Mechanic	\$250.00 per year, paid in two equal payments
Upholsterers	\$250.00 per year, paid in two equal payments

Vehicle maintenance and Lead Music Repair Technician employees receiving a tool allowance are responsible for bringing receipts, that will be kept in their departmental file, verifying that they have in fact spent money equal to or greater than the tool allowance provided them. Additionally, a master spreadsheet listing each entitled tool allowance recipient and listing the dates of purchase, items purchased, and amounts with total dollars spent to date, will be maintained by the part lead in Vehicle Maintenance and Lead Music Repair Technician.

Except for the job classes which receive a tool allowance the District shall provide employees with the necessary tools and equipment to perform their assigned job functions.

Employees who are required to provide their own tools are entitled to file a claim on the District's insurance policy in the event of a loss of employee-owned tools due to theft, fire or other circumstances beyond the employee's control. Only authorized tools and tool boxes shall be maintained on district premises. A perpetual inventory of authorized tools and receipts for those tools shall be kept on file and pre-approved by the appropriate administrator.

Section 37 - Transportation, General

Bus Drivers will use the established bid system/process to secure a route(s). Each route will have a scheduled start and end time that will determine the work schedule for the Bus Driver, and the total hours per week. The total scheduled route hours secured by a Bus Driver will then determine the contract status and benefits for the employee.

Routes, AM and PM

1. Each regular route shall include the morning run (AM, transporting students to school) and the afternoon run (PM, transporting students from school). Each regular route shall include a minimum of two (2) hours work time for the AM run, and a minimum of two (2) hours work time for the PM run. Drivers will be required to perform other transportation-related work to fill the minimum work hours for their route. Work hours will be assigned at the direction of the supervisor and dispatcher. Additional work may include, but is not limited to:
 - a. driving unassigned field trips,
 - b. driving an additional route,
 - c. shuttling buses to and/or from repair contractors,
 - d. assisting with clerical duties,
 - e. fueling vehicles,
 - f. training,
 - g. light cleaning and/or washing of buses,

- h. assisting with courier services,
- i. other duties as assigned.

Drivers shall be compensated for non-driving duties as required.

<u>NON-DRIVING DUTY</u>	WHEN	TIME ALLOWED/PAID
Initial daily vehicle safety inspection of bus with air brakes and wheelchair lifts	Prior to driver's initial run	Thirty (30) minutes.
Initial daily vehicle safety inspection of bus without air brakes or wheelchair lift	Prior to driver's initial run	Twenty (20) minutes
Secondary daily vehicle safety inspection of bus	Prior to mid-day run and PM run	Fifteen (15) minutes
Daily paperwork, daily post trip inspection and cleanup of bus	End of last route driven or PM run	Twenty-five (25) minutes – regular ed buses Thirty (30) minutes – special ed buses
Accident reports	On occurrence	As required.
Meetings Driver is required by an administrator or supervisor to attend	On occurrence	As required.
Meetings with director, and/or representative of the director	On occurrence	As required: meeting time and waiting time that occurs outside the Drivers normal work schedule will be paid.
Waiting time between route segments	On occurrence	When waiting time is thirty (30) minutes or less, Driver will remain on the clock. When waiting time is over thirty (30) minutes, Driver will clock out and be relieved of duty until the next route segment.
Cancellation of all or a portion of a run	On occurrence	Drivers may be required to perform other transportation-related work to fill the scheduled work hours for their route.

Routes, supplemental: kindergarten (midday), shuttle, and late runs

1. Actual route time shall be paid for kindergarten, mid-day, and shuttle runs.
2. Late run routes will be paid actual time with a minimum paid of two (2) hours.
3. When a late run includes standby time in the two (2) hour minimum, paperwork, post trip inspection and cleanup will be accomplished in the standby time.
4. When a late run starts, immediately following a PM route, the two (2) hour minimum will start at the end of the PM route. Drivers will be paid for only one driving assignment, (route time, field trip time, late run, etc.) when they overlap, but never both.
5. Midday, shuttle, and late runs are paid only for the duration of the program.
6. All schedules are subject to change and when a program is finished, drivers need to bid on open routes to maintain contract status.

Routes – miscellaneous

1. Each bus route shall be defined in writing, and will include a list of stops and schools, the approximate amount of work time, the scheduled report time, and the scheduled end time. Each bus route shall be made up of as many hours as possible.
2. All route assignments, including supplemental routes and summer routes, shall be made on the basis of bidding according to seniority.
3. Drivers who secure routes with scheduled weekly hours of thirty (30) or more shall be transferred to contract status. Benefits shall be activated according to District policy.
4. Contract Drivers who resign all or a portion of their route assignment during the year will be transferred to non-contract status, if the scheduled route hours fall below thirty (30) hours per week.
5. Should the district reduce a Driver's scheduled route hours to less than thirty (30) hours per week, that employee shall continue to receive full contract benefits for the duration of that contract year, providing they continue to work at least twenty (20) hours per week.
6. Drivers who are on an approved leave of absence shall retain their route assignment(s). Drivers on approved leave will not bid on a new route assignment.

Seniority

1. A Driver's seniority shall be determined by their most recent date of continuous employment as a Driver. Routes and other driving assignments shall be determined by use of a seniority roster, which will be continuously maintained. The seniority roster shall be posted every three (3) months, and shall include the Driver name and current seniority number.
2. Non-driving employees in the Transportation Department who are required to maintain a State School Bus Drivers Certificate shall be included on the seniority roster. For those employees, their seniority shall be determined by their most recent date of continuous employment in the Transportation Department.

3. Drivers may declare in writing to their supervisor that they do not wish to bid on routes, yet maintain their position on the seniority roster. However, Drivers not on routes will be expected to be available for extra driving assignments, such as relief or stand-by work, field trips, and athletic trips.
4. Drivers who do not have a permanent route assignment must work four (4) assignments in a one (1) week period. Assignments are designated as one (1) AM, or one (1) PM, or one (1) midday or one (1) late run. If this requirement is not met, drivers will be moved to the bottom of the seniority roster. Appeal may be made to the Director of Transportation.

Section 38 - Transportation, Bidding Process

1. To maintain contract status, a Driver must bid a minimum of thirty (30) route hours per week.
2. All Drivers must have their state certification number in order to be awarded a route.
3. Prior to the last day of current school year, each Driver who is being rehired will be asked to confirm in writing their intention to retain their current route assignment(s) for the next school year. Drivers who wish to decline their route assignment(s) may bid for new route assignment(s) during the annual bid window prior to the start of the new school year. Drivers will declare in writing that they are declining their route assignment(s).
4. Drivers who bid and are awarded a contract, in the new school year, and end that school year with a contract, will be given until November 30th, the following school year, to secure a minimum of 30 hours per week of route time in order to retain their contract status. During this time period, until November 30th, Drivers must show good faith by participating in every bid opportunity to achieve contract status. After November 30th, Drivers with less than 30 hours of route time will lose their contract status and actual time will be assigned and their average hours will be adjusted.
5. Drivers who retain their route assignment(s) from the previous year will also retain the same route hours for the new school year through November 30th, after which actual time will be assigned.
6. As of December 1st of the current school year, Drivers who may lose time on their route through no fault of their own, but due to necessary routing change, will retain the same hours prior to the routing change for a period of thirty (30) working days after which actual time will be paid. The transportation departments routing priority will be to place additional work assignments on the Drivers' routes that are less than 30 hours per week where the Driver could lose their contract status. Any additional assignments may then be given by seniority.
7. Drivers will be required to perform other transportation related work assigned to fill the scheduled work hours for their route(s). (Reference section 37, #1 under "Routes AM and PM")
8. If a Driver submits a time change update on their route(s), to the routing department, and it is approved, the routing department will then submit the update to the payroll clerk. The time change will be made effective (retroactive) as of the date the Driver originally submitted the change.

Annual bid window

1. Dates of the annual bid window will be established prior to the end of the current school year, and the Drivers shall receive notification.

2. Copies of routes shall be posted for review for a period of three (3) working days prior to the first (1st) of the annual bid window. All bidding shall cease at 4:30 PM on the third (3rd) day of the bid window. Routes shall be awarded and posted within five (5) working days after the close of the bid window.
3. All Drivers may bid during the annual bid window. Drivers may submit their bid during the three (3) day bid window on the established bid form. A Driver may leave a proxy bid with the Director of Transportation in advance of the bid window in the event they are unable to submit a bid during the bid window. If we receive no bid from either the Driver or their proxy, the Driver will be passed. Acceptance of the route bid is the Driver's bid form and all selections shall be final.
4. All routes will be awarded on the basis of the seniority roster.

Bidding process, during school year

1. Bus routes that become available after the annual bid window, or any newly created bus routes, shall be posted for bid within ten (10) work days. Routes available for bid shall be posted for a period of three (3) working days. Drivers shall submit their bid on the established bid form.
2. All bidding shall cease at 4:30 PM on the third (3rd) day. The successful bidder shall be the most senior Driver who submits a bid, and the Driver will be notified within five (5) working days. Once the route assignment is awarded, the Driver must retain the new route assignment until the close of the following bid window.
3. Any Driver may continue to bid until reaching contract status. Once a Driver has reached contract status, they shall not bid for another new route assignment for 45 calendar days.
4. Any Driver who changes routes within a facility shall have the option of keeping the bus he/she had been driving, providing the bus is appropriate for the new route, and the bus assignment is in the best interest of the District per the transportation department bus assignment procedure.
5. Route assignments that remain vacant after posting shall be re-posted until bid upon and awarded. While the route remains vacant, a Relief Driver shall cover the route.

Bidding process, summer routes

1. Summer routes will be available for review and bid prior to the end of the school year. Summer routes shall be assigned to the most senior Driver who submits a bid.

Section 39 - Transportation, Field Trips

Field trips, general

1. A field trip is any educational or extra-curricular trip that is not a part of the regular instructional program.
2. All field trips shall be awarded in order of seniority, subject to the following conditions:
 - a. Boundary limits shall be observed for trips scheduled before 4:30 PM daily:
 - i) All Drivers may bid on trips for schools located between Stapley Drive and Val Vista Drive,
 - ii) Only Stapley and Broadway Drivers may bid on trips for schools located west of Stapley Drive,
 - iii) Only Fremont Drivers may bid on trips for schools located east of Val Vista Drive.

- b. All Drivers may bid on any field trip scheduled for:
 - i) 4:30 PM or later on school days,
 - ii) When the start time and location of the trip coincides with the last scheduled drop time and location of the route
 - iii) Saturdays, Sundays, or other non-school days.
- c. Drivers must meet special qualification requirements of trips such as:
 - i) MPS Mountain driving certification
 - ii) MPS Special Education certification
 - iii) MPS Big Bus certification
 - iv) MPS C-2 Bus certification
3. Drivers shall not bid on field trips that will run their hours worked over forty (40) hours in a workweek. Drivers are responsible for the accurate reporting of their route/scheduled hours on the bid slip.
4. If a bidding Driver goes into overtime on two occasions during a school year, that Driver will not be allowed to take extra driving assignments for a period of ninety (90) calendar days, unless the overtime is beyond the Driver's control.
5. Drivers shall not bid on field trips that conflict with the Driver's regular or supplemental route(s), including any stand-by time in the route(s).
6. If a Driver must give back a field trip to avoid an overtime situation, they must do their trips in chronological order and give back the trips that would occur at the end of the pay week, not pick and choose.
7. A Driver who misuses or abuses any part of the field trip process may be subject to disciplinary action. Some examples of misuse or abuse would be:
 - Giving back trips for personal benefit
 - Using trips to supplement hours that enable a driver to take scheduled route time off
8. If a Driver fails to report for two (2) field trips during a school semester that he/she was awarded, that Driver will not be allowed to take extra driving assignments for a period of thirty (30) calendar days.
9. Drivers shall not exchange or reassign their field trips.
10. Field trip lists shall be posted at each satellite daily, showing all field trips scheduled for that date, the assigned satellite, the assigned Driver, and the bus number. A revised field trip list shall be posted after the final assignments/changes are made for that date.
11. A dispatcher will be assigned for weekend field trips when deemed necessary by the field trip coordinator and /or supervisor.

Field trips, bidding process

1. Field trip bid sheets shall be sent to each satellite from the Transportation Office on a daily basis, and will be immediately posted at each satellite.
2. Except in case of emergency, field trips shall be posted at least five (5) work days in advance of the trip.
3. Field trips shall be posted for three (3) working days. Bids will be due no later than 4:30 PM on the third work day of posting. Special circumstances may require a shorter trip posting time.
4. The award of bids shall be posted by 3:00 PM on the day after bidding is closed.Daily add-on field trips
 1. If a field trip request is not received by the Transportation Office in order to be posted and awarded , it is considered an “add-on” field trip.
 2. Daily add-on field trips will be assigned from the sign-up sheets at the designated satellite by seniority not to exceed forty (40) hours in a workweek. A search for Drivers who can work within forty (40) hours must be exhausted before assigning a trip that would put the driver in overtime. Any remaining unfilled trips may then be assigned without penalty, be seniority to Drivers willing and available who may exceed forty (40) hours in a workweek, starting with the Driver with the least amount of overtime. The Driver will be paid the appropriate overtime rate.
 3. In an emergency situation, the first available Driver, who has indicated willingness to do extra assignments/work, will be assigned the trip.
 4. State (DPS) and federal motor carrier safety administration regulations for hours of service (off duty time and on duty limitations) shall never be violated.

Field trips, payment

1. All Drivers shall be paid their established hourly wage for all field trip work. Schools shall not negotiate a Driver’s wages for field trips.
2. Drivers will be paid for route time or field trip time that overlaps, but never on both.
3. Drivers shall be paid a minimum of two (2) hours for field trips conducted on weekdays. The minimum shall not apply to field trips that are driven in conjunction with a route’s scheduled time, or with stand-by (waiting) time of thirty (30) minutes or less. In that instance, the Driver will be paid actual time for the trip, including the scheduled or stand-by time.
4. Drivers shall be paid a minimum of three (3) hours for field trips conducted on weekends and holidays. When a field trip conducted on a weekend or holiday requires a divided AM and PM segment, the Driver shall be paid a minimum of two (2) hours for each half of the trip, resulting in a four (4) hour minimum.
5. Drivers will be paid actual work time for field trips that exceed the minimum hours to be paid.
6. If the field trip includes stand-by (waiting) time, that time will be compensated as hours worked. The Driver shall not be paid for time off the clock, sleeping hours, or any other time the Driver is completely relieved of employment duties.
7. If a Driver is not notified of a week day field trip cancellation prior to reporting to the location, the Driver shall be paid the two (2) hour minimum time.

8. If a Driver is not notified of a week end or holiday field trip cancellation at least twelve (12) hours prior to the trip, the Driver shall be paid the three (3) hour minimum time.
9. Drivers shall be provided with lodging if all of the following conditions occur:
 - a. The trip is over one hundred (100) miles in distance from Mesa,
 - b. The trip includes more than five (5) hours stand-by (waiting) time, and
 - c. The trip is scheduled for more than ten (10) hours.
 - a. Drivers shall be reimbursed for meals, while on a student field trip, by complying with all the following procedures:
 - The trip is over one hundred (100) miles in distance from Mesa,
 - The trip includes more than five (5) hours stand-by (waiting) time, and
 - The trip is scheduled for more than ten (10) hours
 - d. The Bus Driver, while on the trip, pays for his/her own meal(s). Receipts for meals must be retained. Because of the type of funds which are now used to pay for meals, there are dollar limitations. No more than \$6.00 for breakfast, \$8.00 for lunch, \$10.00 for dinner.
 - e. If the Bus Driver is entitled to more than one meal, then the meal reimbursement cannot exceed the total limitations for the entitled meals. For example, if the Driver is entitled to three (3) meals, then he/she can turn in receipts that altogether total more than the dollar limitations for the entitled meals. An example would be receipts showing breakfast \$8.00, lunch \$7.00, dinner \$15.00 totaling \$30.00. In this case the driver would receive \$24.00, the maximum allowed.
 - f. If a Driver chooses to buy a more expensive meal, he/she will only be reimbursed according to the schedule above.
 - g. Receipts for meals along with the meal reimbursement form must be turned in to the trips office in transportation. Reimbursements are not give if receipts are not retained.

Section 40 - Uniforms

All Bus Drivers will be provided uniforms and shall have the option of: two (2) shirts/blouses, two (2) slacks/skirts and two (2) shorts **OR** five (5) shirts/blouses. Those who choose the second option will be required to wear appropriate dark blue slacks, skirts, or shorts. Those uniforms shall be provided at the beginning of each school year. One (1) outer garment, which will remain the property of the District, will be issued to employees for use during the school year. Shorts shall be issued only to employees who request them.

The District shall procure uniforms and laundry services for all contract transportation mechanics, service workers, upholsterers and body shop personnel.

Procurement and issuing of uniforms by any other classified group will be the responsibility of each unit administrator. Details such as number, replacement frequency, color and style will be considered with the direction of the Superintendent and Financial Services for financial feasibility.

Section 41 - Vacations

Twelve-month contract employees

Twelve-month (12) contract employees shall accrue vacation leave as follows:

- | | |
|---|--------------------------------|
| • 1-5 years continuous contract service | 1 day per contractual month |
| • 6-10 years continuous contract service | 1 ¼ days per contractual month |
| • 11-15 years continuous contract service | 1 ½ days per contractual month |

- 16 years continuous contract service and over 1 ¾ days per contractual month

Twelve-month (12) contract employees shall accrue vacation days up to the following maximum:

- 1-5 years continuous contract service 36 days
- 6-10 years continuous contract service 39 days
- 11-15 years continuous contract service 42 days
- 16 years continuous contract service and over 45 days

Days over the indicated number of maximum days will be converted to sick leave. Employees may make written appeal to the superintendent to accrue more than the designated maximum amount.

Employees with accumulated vacation who leave the district for any reason will be full compensated for accrued vacation days not to exceed 36 days.

Full-time employees receiving retirement benefits from Arizona State Retirement System will not accrue vacation.

If an employee changes from a 12-month contract position to a short-term contract position (less than 12 months), the employee shall be reimbursed for accrued vacation at the time of the contract term change. Future accrual of vacation days will occur as if the person had always held a short-term contract.

Any new short-term contract employee hired after July 1, 1995 shall not receive vacation leave.

Those short-term contract employees accruing more than 1 day of vacation per month during the 1994-95 school year shall continue to accrue the additional 1/4, 1/2 or 3/4 days at the normal accelerating 6, 11 and 16-year intervals listed for 12-month contract employees.

Any part-time employee who was on the payroll on the last day of the work term of the 1994-95 school year, who receives a contract at any time prior to the beginning of the 1996-97 school year shall accrue additional 1/4, 1/2 or 3/4 vacation days at the normal accelerating 6, 11 and 16-year intervals listed for 12-month contract employees.

Short-term contract employees who have not used their accrued vacation by December 31 of the following year shall automatically have those days converted to their sick leave account.

General provisions

- A. Work performed in a non-contract status shall not count as continuous contract service.
- B. Vacations may be taken at a reasonable time with prior approval of the employee's immediate supervisor. If an employee's request to take vacation is denied, he/she may file a written appeal to the Assistant Superintendent for Human Resources for reconsideration. This appeal must be received by the Assistant Superintendent for Human Resources at least five (5) working days prior to the starting vacation date requested.
- C. Contract classified employees who are paid at an hourly rate and who are eligible for vacation days shall receive payment for such on the next available payroll not to exceed 20 working days, providing the correct documentation has been submitted to Payroll prior to the payroll cut-off date. Such documentation shall include absence reports and payroll time sheets.

- D. Employees who terminate by retirement may have unused vacation days in excess of the maximum of thirty-six (36) converted to sick leave and reimbursed as sick leave days. Reimbursement for unused vacation days converted to sick leave shall be at the sick leave rate. Total reimbursement for sick leave shall not exceed the limits as defined in “reimbursement for unused sick leave” in section 28 of this document, including any days converted from vacation.

- E. Vacation benefits for eligible contract hourly Food and Nutrition employees are based on an average number of hours worked, as established in the Holidays section.