

**AGREEMENT BETWEEN
CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION AND ITS TAHOE TRUCKEE
CHAPTER #383
TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT
EFFECTIVE JULY 1, 2023 TO JUNE 2026**



California School
Employees Association

AGREEMENT BETWEEN THE
TAHOE TRUCKEE UNIFIED SCHOOL
DISTRICT AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS TAHOE
TRUCKEE CHAPTER #383

PREAMBLE

This Agreement is entered into this day, December 13, 2023 by

and between

TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT, hereinafter
referred to as the District

and the

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and
Tahoe Truckee Chapter # 383, hereinafter referred to as CSEA.

This agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the
Government Code of the State of California.

FOR THE DISTRICT



Mike Shepherd
Executive Director of Human Resources
Tahoe Truckee Unified School District

FOR CSEA



Malissa Cruz
President
CSEA, Chapter #383

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ARTICLE ONE

RECOGNITION AND MODIFIED AGENCY SHOP

1.

1.1. Acknowledgment

The District hereby recognizes the California School Employees' Association and its Tahoe Truckee Chapter #383 as the exclusive bargaining representative as defined in Section 3540.1(e) of the Government Code for all employees of the District, except those employees that are lawfully designated certificated, management, confidential, supervisory or substitute. The bargaining unit shall include those employees holding such positions including, but not limited to, those positions listed below.

Administrative Assistant

Educational Services
Student Services

Administrative Assistant

Facilities
Maintenance and Operations
Transportation

Administrative Secretary

Facilities
Adult Ed, CTE, College and Career
Food Service
School
Technology

Bilingual Translator - Interpreter

Data Management Specialist

Budget Technician

Campus Operations

Campus Monitor
Yard-Duty-Supervisor

Career Center Technician

Community Liaison

Credentials Technician

Custodian

HeadCustodian

Data Entry Technician

Employee Benefits

Food Service

Food Service Worker
Cook

High School

Attendance Secretary; Registrar; Secretary

Instructional Assistant

Bilingual
Child Care & Development
Child Care & Development - Lead

Instructional Assistant

Enhancement Paraprofessional

LeadSpecial -Education/Signing/Braillist

Special Education

Teacher Support

Special Friends

Library Media Assistant

Early Learning Site Supervisor

Maintenance

Carpentry Craftsperson

Equipment Operator Electrical Technician

Groundskeeper Maintenance Person

Painting Craftsperson

Plumbing, Heating and Cooling Craftsperson

Payroll Technician

Placement Workability Specialist

Receptionist – District Office

Wellness Center Specialist

Technology

Technology and Information Services Tech.

Technology Services Specialist I

Technology Services Specialist II

Technology Help Desk

Transportation

Dispatcher-Transportation

Lead Dispatcher Scheduler - Transportation

School Bus Driver

School Bus Driver – Instructor

Vehicle Service Worker

Heavy Duty Diesel and Equipment Mechanic

Secretary

School

Warehouse

Delivery Driver Operations Specialist

1.2. Newly Created Positions

All newly created positions, except those that are lawfully certificated, management, confidential, or supervisory employees shall be assigned to the bargaining unit. The determination of management, confidential or supervisory employees shall be made by the District. In cases where CSEA disagrees, such cases shall be submitted to the Public Employment Relations Board (PERB) for resolution.

1.3. Organizational Security

The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database.

1.3.1. Managers, supervisors, and confidential employees shall not instruct employees on the process to leave CSEA, but instead refer any questions to the CSEA Labor Relations Representative or CSEA leadership. The District shall receive formal notification from CSEA before processing any revocation request.

1.3.2. No employee shall be obligated to pay dues to CSEA until the first of the month following 30 calendar days after the employee first comes into the bargaining unit.

1.4. Dues Deductions

1.4.1. CSEA has the sole and exclusive right to have employee organization membership dues deducted by the employer for employees in the bargaining unit.

CSEA shall furnish the District with the CSEA dues schedule and any revisions of that schedule in a timely fashion to facilitate District compliance with this Article.

1.4.2. The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of the bargaining unit and who have submitted payroll deduction authorization forms to the district.

1.4.3. The employer shall, without charge, pay to CSEA within 15 days of the deduction all sums so deducted pursuant to Article 1.4.2.

1.4.4. Along with each monthly payment to CSEA, the employer shall, without charge, furnish CSEA with an alphabetical list of all employees in the bargaining unit, identifying them by name, social security number, months per year in paid status and annual salary, and indicating the amount for dues.

1.4.5. Nothing contained herein shall prohibit an employee from paying dues directly to

CSEA.

- 1.4.6.** Managers, supervisors, and confidential employees shall not instruct employees on the process to leave CSEA, but instead refer any question to the CSEA Labor Relations Representative or CSEA Chapter leadership. The district shall receive formal notification from CSEA before processing any revocation request.
- 1.4.7.** CSEA shall defend and indemnify the Tahoe Truckee Unified School District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried, or appealed.

ARTICLE TWO DEFINITIONS

- 2.
- 2.1. “Class” is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.
- 2.2. “Classification” is the act of placing a position in a class and shall be construed to mean that each position in the bargaining unit shall have a designated title; a regular minimum assigned hours per day, days per week, and months per year; a statement of the specific duties required to be performed in each such position; and the regular monthly and hourly wage rate for each such position.
- 2.3. “Closely related classifications,” as used in Articles 2.1 and 10.8, include the following groupings:

<p><u>Instructional Assistants</u> Bilingual Child Care & Development Child Care & Development - Lead Instructional Assistant Enhancement Paraprofessional Lead Special - Education/Signing/Brailist Special Education Teacher Support Special Friends Library Media Assistant Placement Workability Specialist</p>	<p><u>Office</u> Accounts Payable Technician Administrative Assistant to Executive Director Administrative Assistant Administrative Secretary Budget Technician Credentials Technician Data Entry Technician Employee Benefits Clerk/Substitute Scheduling Technician Attendance Secretary Registrar; Secretary Payroll Technician Secretary - School Career Center Technician</p>
<p><u>Maintenance and Operations</u> Custodian Head Custodian Carpentry Craftsperson Equipment Operator Electrical Technician Groundskeeper Maintenance Person Painting Craftsperson Plumbing, Heating, and Cooling Craftsperson Delivery Driver Warehouse Operations Specialist</p>	<p><u>Transportation</u> Dispatcher - Transportation Lead Dispatcher Scheduler - Transportation School Bus Driver School Bus Driver - Instructor Vehicle Service Worker Heavy Duty Diesel and Equipment Mechanic</p>
<p><u>Food Service</u> Food Service Worker Cook</p>	<p><u>Technology</u> Data Management Specialist Mgmt. Technician Technology Services Specialist Technology Help Desk</p>
<p><u>Bilingual</u> Bilingual Translator Interpreter Community Liaison</p>	<p><u>Campus operations</u> Campus Monitor Yard Duty Supervisor</p>

- 2.4. “Job Description” is the description of the duties, responsibilities, minimum qualifications, physical requirements, and authority of positions in a classification.
- 2.5. “Notice” Whenever notice is required to the “District” or the “Association” under this Agreement or by law, and no form of notice is otherwise designated, notice to the District shall be written notice made by personal delivery or first class mail to the District Superintendent Chief Learning Officer and notice to CSEA shall be specific written notice made by personal delivery or first class mail to the President of the CSEA Chapter #383, and the assigned CSEA Field Representative.
- 2.6. “Permanent Employee” is a regular employee who successfully completes an initial probationary period of six (6) months of satisfactory service beyond the initial date of employment by the District, as described in Article 2.7.
- 2.7. “Probationary Employee” is a regular employee who will become permanent upon completion of the prescribed probationary period of six (6) months. If an employee is not in paid status during Summer recess, those days will not count toward satisfying probation.
- 2.8. “Reemployment List” is a list of names of persons who have been laid off for lack of work, lack of funds, or exhaustion of sick leave or industrial accident or illness leave and who are eligible for reemployment without examination in their former class for a period of thirty-nine (39) months, said list arranged in order of their right to reemployment.
- 2.9. “Fiscal Year” is the period from July 1 through June 30 of each year.
- 2.10. “Promotion” is the movement to a higher classification and salary range.
- 2.11. “Working Day” is a day in which the central administrative office of the District is open for business.

ARTICLE 3
HOURS OF EMPLOYMENT AND OVERTIME

3.

3.1. Work Week

3.2. Work Day/Work Year

3.2.1. The length of the workday shall be designated by the employer for each classified assignment. Each bargaining unit employee shall be assigned regular minimum number of hours per day.

3.2.2. Work Year: The work year for 12-month employees is 260 workdays, including paid holidays as specified in Article 14.1

3.3. Overtime and Increase in Hours

3.3.1. All overtime and comp time, including hours in extra duty must be pre-approved in writing or electronic form by the employee's immediate managing supervisor.

3.3.2. The District may extend the regular workday or work week when necessary to carry on the business of the District. All overtime hours as defined in this Section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee for all work suffered or permitted. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time. This Section shall also apply to all non-emergency work done at home by the employee at the request of their supervisor to avoid misuse or abuse of overtime.

3.3.3. Hours paid for at a premium rate for hours worked in excess of eight (8) hours in one day shall not be counted again in determining the hours worked in excess of forty (40) hours per week.

3.3.4. Part-time bargaining unit employees who have a work week of five consecutive days and an average work day of four hours or more shall be compensated at the rate of one and one-half (1 ½) times the employee's regular hourly rate for any work required to be performed on the sixth and seventh consecutive days following the commencement of a work week.

3.3.5. Part-time bargaining unit employees who have a work week of five consecutive days and an average work day of less than four hours shall be compensated at the rate of one and one-half (1 ½) times the employee's hourly rate for any work required to be

performed on the seventh consecutive day following the commencement of the work week.

- 3.3.6. If an employee works on a holiday designated by this Agreement, the employee shall receive their normal daily pay plus one and one-half (1 ½) times the employee's regular hourly rate
- 3.3.7. Extra duty hours, beyond contract hours, shall be offered with equal opportunity to employees of the same classification within the department and/or job site as far as it is practical and consistent with work requirements.

3.3.8. Extra Hours Procedures: Transportation

3.3.8.1. All extra hours trips will be scheduled and approved by the Transportation Department. The Transportation director will make a determination of which type of vehicle(s) will be used for each trip based on impacts to home to school transportation, safety, bus availability, driver availability, distance, trip hours, cost, and changes in applicable statutes and regulations. The Transportation Department will be responsible to maintain a list of all eligible and interested drivers. Trips involving contract drivers will be assigned on a rotational basis as described below.

At the beginning of the school year, prior to the first bidding session, and prior to all other bidding sessions, all eligible drivers shall sign a statement expressing their interest, or non-interest, in trips and the list established. Should a driver fail to turn in a statement expressing interest or non-interest in trips prior to a bid session, the driver will be excluded from that session. The initial, fall assignment shall be based on seniority, based on the date of hire, until all on the list have been offered an initial trip.

At the beginning of each of the three sports seasons; fall, winter, and spring, (to include all known trips through the summer) the department shall post a calendar of scheduled trips for examination by all drivers. The department will then schedule a "bidding session", with two weeks notice, of required attendance, for all interested drivers. Should a driver fail to be in required attendance nor have a pre-approved absence from the Bidding Session, the driver will be removed from the trip's list for that sports season. A driver with a pre-approved absence shall have trips chosen by proxy, by management present at the bidding session. In the fall, after the initial seniority-based round of assignment, the list will be ordered by the LEAST extra hours (total trip hours over the driver's contracted daily hours) assigned in the previous round, and shall remain such for the entire school year. If, during the winter and spring bidding sessions, it is determined that one or more drivers have accumulated more than 16 hours beyond the average, such drivers shall pass the first round, as necessary to maintain equality.

Eligible drivers are those who have been driving as a school bus driver for no less than one year and have successfully completed the Activity Trip Training Module. Eligible drivers shall not have any of the following occur in a district vehicle in the prior 12 months:

- One or more “at fault” accidents
- A vehicle Code Violation
- Safety violations resulting in substantiated documented disciplinary action.

All eligible drivers selected for extra hours trips will be paid as a bus driver for hours worked as a bus driver. The extra duty drivers will be paid at the same step that they hold in their non-extra duty position, but on the bus driver range except Dispatcher, Lead Dispatcher -Transportation Scheduler, Driver Instructor, and Vehicle Service Worker, who will be paid at step 10 of the bus driver range.

A shuttle; a one way trip based on department needs, generally within the district boundary, may be assigned to any driver, and will not affect the rotation.

Non-contracted drivers may be used for trips only if all contracted drivers have been asked and have declined.

A driver may add or remove his or her name from the trip list upon written request to the Director of Transportation, prior to each bidding session. If a trip is canceled, the assigned driver shall be the first offered any newly scheduled trip. If the trip is canceled at any point after the driver arrives at the bus yard, the driver shall be compensated for a minimum of two hours or for the number of hours actually worked, whichever is greater, at the appropriate rate of pay.

3.3.8.2. The department shall make available to a CSEA representative, appointed by the current president, periodic review of the extra-hours list.

3.3.8.3. Extra duty, non-trip, non-overtime hours, (i.e., home to school runs vacant because of trips, absence, etc.) shall first be offered to contracted drivers who are available and interested. Those employees shall express their interest in writing, and a seniority list shall be maintained for CSEA review.

3.4. Compensatory Time

3.4.1. Compensatory time off in lieu of cash compensation for overtime, when granted the employees by the District, shall be subject to the following: Compensatory time off shall be compensated at time and one-half.

3.4.1.1. When overtime work is authorized and the employee desires compensatory time off in lieu of cash compensation, a form entitled "Report of Compensatory Time" must be completed by the employee and approved by the immediate supervisor and the Superintendent Chief Learning Officer or designee.

3.4.1.2. Maximum amount of compensatory time off will be limited to the equivalent of two work days per twelve (12) month period commencing July 1.

3.4.1.3. If an employee does not take compensatory time off, they will receive cash compensation for overtime worked prior to June 30.

3.4.1.4. Compensatory time off cannot be accumulated from year to year.

3.5. Rest Periods

3.5.1. A bargaining unit employee shall be granted paid fifteen (15) minute rest period for each cumulative four hours worked. Lunch periods and rest periods cannot be combined, nor can rest periods be used to shorten the work day.

3.5.2. Rest periods will be taken on or about the midpoint of each four hour shift and will be determined by mutual agreement between the site supervisor and the employee. Certain circumstances may require flexibility in scheduling rest periods.

3.5.3. Paid rest periods of up to a total of thirty (30) minutes on special work shifts, such as snow removal or extended overtime assignments, shall be scheduled at the mutual convenience of the employees and supervisors.

3.6. Lunch Periods

3.6.1. All employees covered by this Agreement shall be entitled to an uninterrupted lunch period, which shall be scheduled for full-time employees at or about the midpoint of each work shift. If time variations to this schedule need to be established, the wishes of the affected employees and the efficient operation of the District shall be the criteria used to establish such variation. The length of

time for such unpaid lunch period shall be for a period of no longer than one hour nor less than one-half hour.

- 3.6.2. The length of time for such unpaid lunch period shall be for a period of no longer than one hour nor less than one-half hour.

3.7. Adjustment of Assigned Time

- 3.7.1. An employee in the bargaining unit who works thirty (30) minutes or more per day in excess of their regular part-time work schedule for a period of twenty (20) consecutive days or more shall have their regular work schedule adjusted upward to reflect the longer hours effective with the next pay period. The exception to this article would be for employees filling in temporarily for an employee on leave
- 3.7.2. When the District determines that an employee's assignment must be adjusted (does not include change in number of hours worked), the following shall apply:
 - 3.7.2.1. Such adjustment in assigned time shall be based on the operational and educational needs of the District.
 - 3.7.2.2. If an employee should object to such readjustment due to a demonstrable inconvenience, the District will attempt to develop an alternate solution to the problem, taking into consideration the employee's classification seniority and the operational and educational needs of the District.
- 3.7.3. For part-time employees, a decrease of one or less than one hour which is necessitated by student needs shall not constitute a layoff, provided that the reduction does not reduce the unit member's then existing level of health benefits. Part-time employees subject to a one hour or less reduction shall have the right to bump the least senior part-time employee in the same classification who works the same or less daily hours. Seniority will be determined according to Section 20.3.

3.8. Increase in Hours

- 3.8.1. A part-time position within the bargaining unit may be increased by up to one hour if such additional hours are part of that position's assigned duties.
- 3.8.2. An increase of hours, short term or permanent, must be offered on-site/department prior to being posted. On-site/department employees will be given consideration before posting within or outside the District per Article 9.1.
- 3.8.3. Instructional aides (all types and classifications) will be notified of their daily base hours by the personnel department at the beginning of each school year. In the event that an employee's daily hours are temporarily increased up to one hour above the base level, they may be reduced back to the base level during or at the conclusion of

the school year.

3.9. Call-in and Call-back Time

- 3.9.1.** Any employee called into work on a day the employee is not scheduled to work or called back to work after completion of their regular work shift, shall receive a minimum of two (2) hours of pay, each time he/she is called in to work at the appropriate rate of pay under this Agreement.
- 3.9.2.** Any employee, who is asked to remain available for work either before or after their regular work shift and on weekends so that they may be called in to work, if needed, by their District Office Supervisor or designee, shall receive on-call pay for all such time they are asked to remain available. On-call pay shall be equivalent to thirty (30) minutes per hour at their regular rate of pay. On call, hours will not be included toward overtime calculations.

3.10. Snow Days and Emergency Days

- 3.10.1.** Classified employees who are employed on a twelve (12) month basis are expected to report to their regular workstation at their regular time schedule on snow days and/or emergency days. All other employees are not to report to work without the specific approval of the Superintendent Chief Learning Officer.
 - 3.10.1.1.** The District shall be relieved of any responsibility for the payment required under Section 3.9.1 if the reasons listed below are relevant.
 - a. The District must have made a reasonable effort to contact the employee advising that school is canceled.
 - b. Notification of the employees was impossible due to circumstances beyond the Districts control.
- 3.10.2.** Employees who work on an annual basis shall not lose a day of pay as a result of a declared snow day nor shall the employee be paid an additional amount as a result of the extension of the school calendar due to the makeup of a declared snow day.
- 3.10.3.** When any employees assigned to work less than twelve (12) months are paid for a day in which they are not required to work, as provided by Education Code Section 45203 because of a snow day or emergency day, and that day or days is waived by the California State Department of Education for eleven (11) month unit employees and certificated employees, twelve (12) month employees who work, or use accrued leave, on any such day shall be granted an additional vacation day(s).
- 3.10.4.** If the use of a Distance Learning model or remote technologies to mitigate snow

and/or emergency days affects working conditions, the District agrees to enter into good faith negotiations on the matter.

3.11. Two (2) Hour Delayed Start

3.11.1. All classified employees are required to report to work starting at their contracted shift time and up to two hours after their normal shift begins (with the exception of those employed on a twelve (12) month basis and transportation and food service employees, who are required to report to work at their regularly scheduled time) . All employees are expected to work their full contracted hours for that day. If an employee reports later than their normal contracted shift time and chooses to leave earlier than their total, daily contracted hours, they must have approval from their immediate supervisor and submit a signed leave request prior to leaving.

3.12. Standby Time – Bus Drivers

3.12.1. Bus drivers on special trips, including, but not limited to, athletic events, field trips, and curricular trips, who are required to remain on standby for the duration of the event for which the special trip is made shall be paid for all standby hours at their regular rate of pay. Whenever any combination of driving and standby hours in a day exceeds the established workday as defined in this Article, all excess hours shall be compensated at the appropriate overtime rate based on the employee’s regular rate of pay.

3.12.2. Notwithstanding any other provisions of this agreement, if a special trip requires an overnight stay, the District shall be relieved of the obligation of payment for any hours between the time a bus driver is relieved of duties for the evening and the time duties resume the following morning. The Superintendent Chief Learning Officer, Director of Transportation, or Dispatcher shall determine when the bus driver shall be required to remain on standby or relieved of duties under Section 3.11.

3.13. Rest Facilities

The District shall designate restroom and lunchroom facilities at each work site.

3.14. Vehicle Availability

Employees will report to their primary work site in private vehicles unless and until the District specifically, in writing, has authorized the use of a District vehicle.

3.15. Working Remotely

The Governing Board recognizes that working remotely at home or at another alternative location may be necessary at times when widespread illness, natural disaster, or other emergency conditions makes the school or worksite unsafe or otherwise interrupts the

district's ability to effectively conduct operations at the school or worksite. A full-time, part-time, or short-term remote work arrangement may also be granted by the Superintendent Chief Learning Officer or designee to an individual employee, upon request, provided that the position is suitable for remote work, the employee has consistently demonstrated the ability to work independently and meet performance expectations, and the work arrangement does not hinder district operations. The opportunity to work remotely shall be entirely at the district's discretion, and no grievance or appeal right may arise from district denial of any employee request for remote work.

ARTICLE 4 EVALUATIONS

4.

4.1. Evaluations

Evaluations for all regular employees shall be obtained at specific intervals during the work year. The evaluations shall be reported to the Superintendent Chief Learning Officer on the appropriate form, attached to this Agreement as Appendix C, an exact facsimile of the Form, or on a form as mutually agreed upon by the parties.

- 4.1.1.** Evaluations for all probationary employees shall be submitted within sixty (60) days of employment and again before the end of the six (6) month probationary period, as described in Article 2.7. Probationary employees shall review and sign their evaluation forms before they are submitted to the Superintendent Chief Learning Officer by the management or administrative-level supervisor.
- 4.1.2.** Evaluations for all permanent employees shall be submitted no later than June 30th each year. A special evaluation may be submitted at other times if it is desired by the management or administrative-level supervisor. Permanent employees shall review and sign their evaluation forms before they are submitted to the Superintendent Chief Learning Officer's Office by the management or administrative-level supervisor.
- 4.1.3.** If an employee is working in a dual capacity, such as Bus Driver/Custodian, each management and/or administrative-level supervisor must make out a complete Classified Employee Evaluation form, an exact facsimile of the form, or a form as mutually agreed upon by the parties.
- 4.1.4.** A specific amount of time shall be set aside by the management or administrative-level supervisor and the employee to discuss the evaluation and the reasons for the various ratings.
- 4.1.5.** Employees shall be evaluated over the total year. Thus, an employee's total performance should be emphasized in the evaluation process as opposed to basing most of the evaluation on isolated incidents. Isolated incidents of performance, either positive or negative, should be weighed based on their significance and implications to the employee's effectiveness in their job and to the District's educational program.
 - 4.1.5.1.** No evaluator shall base any comment or rating in any way upon an employee's participation in Association activities or any other exercise of protected rights, in accordance with Chapter 10.7, Sections 3540-3549 of the Government Code.

4.1.5.2. As the evaluator, the management or administrative-level supervisor may receive and consider input from other individuals who may observe and/or direct the work of the employee being evaluated, but the evaluation and evaluation conference must be completed by the management or administrative-level supervisor.

4.1.6. An evaluation form, which is presently provided by the District, an exact facsimile of the form, or a form mutually agreed upon by the parties, shall be filled out for each employee.

4.1.7. When an employee's evaluation demonstrates he/she fails to meet standards or needs to improve, specific recommendations shall be made by the evaluator, which will be helpful in securing improved performance of the employee. The employee shall have the right to review and to respond to any derogatory evaluation in accordance with Section 4.3 below.

4.1.8. An employee receiving one or more "needs to improve" or one or more "unsatisfactory" rating in a District Evaluation Competency will be required to meet with their evaluator no later than the end of the sixth full school week. At this time, the evaluator will review the site level criteria for meeting the District Evaluation Competencies. Specific recommendations that will be helpful in the employee securing improved performance will be documented in a Performance Improvement Plan, which will include a mid-year check-in for improvement monitoring.

4.2. Any employee who has reason to question any aspect of their service evaluation or who is concerned about the conditions of employment or any other matter affecting employee morale has the right to request a review of their case by the Superintendent Chief Learning Officer or designee.

4.3. Personnel Files

4.3.1. The personnel file of employees shall be maintained at the District Office. Materials in the personnel files of employees, which may serve as a basis for affecting the status of their employment, are to be made available for the inspection of the person involved.

4.3.2. Information of a derogatory nature, except material mentioned in Section 4.3.3 below, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. The employee shall have ten (10) working days within which to respond by exercising their right to enter and have attached to any such derogatory statement their own comments thereon. Such review shall take place during normal business hours and the employee shall be released from duty for this purpose without salary deduction.

4.3.2.1. All material of a derogatory nature, or which could possibly adversely affect

the employee's employment shall be signed and dated by the originating person.

- 4.3.3.** An employee shall have the right to review their personnel file upon request, with the exception of material which includes ratings, reports, or records which were (1) obtained prior to the employment of the person involved, (2) prepared by identifiable examination committee members, or (3) obtained in connection with a promotional examination. It is further understood that these requests be made at a time when such employees can be released from duty by the District without interfering with the orderly operation of the District. If requests for review of personnel files per this Section become too numerous or repetitious, the District shall notify CSEA and then the parties shall mutually agree upon regulations for such reviews. All personnel files shall be kept in confidence and shall be available for inspection by other employees of the District or the Board of Trustees or its designee only when necessary in the administration of the District's affairs or the supervision of the employee. The District shall keep a log indicating the persons who have examined a personnel file as well as the date such examinations were made. The log shall be maintained in the employee's personnel file.
- 4.3.4.** It is agreed between CSEA and the District that an Evaluation Review Committee will be established to develop recommendations for the redesign of the evaluation system, including forms. The Committee will include up to three (3) Association members appointed by CSEA and up to three (3) District members appointed by the District. The Committee will convene within thirty (30) days of the ratification of this Agreement. Any recommendations developed by the Committee will be presented to CSEA and the District negotiating teams for possible action. The target date for the Committee to submit its recommendations will be October 30th, of the Current Year. In the absence of changes approved by both parties, evaluation procedures and forms will remain as they appear in this Agreement.

ARTICLE 5 ASSOCIATION RIGHTS

5.

5.1. Association Rights

CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement.

- 5.1.1. The right of access at reasonable times to areas in which employees work, provided such access does not unreasonably interfere with the day to day workflow of the employees involved.
- 5.1.2. The right to use without charge institutional bulletin boards, mailboxes, and the use of the school mail system, and other District means of communication for the posting or transmission of information or notices concerning Association matters subject to reasonable regulation by the District.
- 5.1.3. CSEA shall have the right to use duplicating devices of the District when such equipment is not otherwise in use, and the right to use school facilities for the purpose of Association meetings subject to reasonable regulation by the District. An application for the use of the facilities must be filed with the site administrator twenty-four (24) hours prior to the beginning of CSEA meeting. The use of the facilities by CSEA shall take place before or after the scheduling of the instructional program.
- 5.1.4. CSEA shall have the right to review an employee's personnel file with the exception of ratings, reports, or records which were (1) obtained prior to the employment of the person involved, (2) prepared by identifiable examination committee members, or (3) obtained in connection with a promotional examination, provided CSEA Representative is accompanied by the employee and a duly authorized District Representative, or upon presentation of a written authorization signed by the employee if the employee is physically unable to be present. It is further understood that these requests be made at a time when such employees can be released from duty by the District without interfering with the orderly operation of the District. If requests for review of personnel files per this Section become too numerous or repetitious, the District shall notify CSEA and then the parties shall mutually agree upon regulations for such reviews.
- 5.1.5. The right to be supplied with a complete classification seniority roster of all bargaining unit employees on or about October 1 of each year, and, upon request, a list of additions and changes shall be updated as needed by the parties. The roster shall indicate the employee's present classification, primary job site, and hire date

seniority.

- 5.1.6.** The right to receive one copy of the budget portion of all approved applications to any governmental agency for any grant or funding that can reasonably be expected to have an impact, direct or indirect, on the classified service
- 5.1.7.** The right to receive or review upon request one or two copies of the District's budget or addendums and reports to the budget which have been submitted to the Governing Board and are open to public examination.
- 5.1.8.** The District may provide release time to employees selected by CSEA for the purpose of Association in-servicing, conferences, or preparation for contract negotiations. The cumulative total shall not exceed ten days (80 hours) per school year, provided that CSEA shall pay for any needed substitute during the period of release time. CSEA President shall inform the Superintendent Chief Learning Officer and the employee's immediate supervisor of CSEA's request for release time at least forty-eight (48) hours in advance so that the District may arrange for a satisfactory substitute. Release time, which is not used in one year, may not be carried over to a subsequent contract year.
- 5.1.9.** The right to release time with pay for night shift employees who are Association members to attend monthly Association meetings. Such release time will be limited to ten (10) hours per employee per year (verification of attendance will be required) unless the Superintendent Chief Learning Officer authorizes additional time. CSEA agrees to cooperate with the District to ensure these provisions are not abused by the employees.
- 5.1.10.** The District shall confer with the President of CSEA and representatives of the Transportation Department in the event the District is considering chartering a field trip or athletic bus. It is the intent of this article not to greatly increase chartering.

5.2. Distribution of Contract

Within twenty (20) days, or as soon as practical, after the execution of this contract, the District will post the new contract and/or updated agreement on the district's website and provide access for all viewers. In addition, the District will send the contract via email to all CSEA employees to the employee's email address on the District's network or for which the District has a current email address. For employees without email, copies will also be made available upon request. The District will also provide 2 copies of the printed contract per site as .

5.3. No Discrimination on Account of Association Activity

Neither the District nor CSEA shall interfere with, restrain, coerce, or discriminate against employees because of the exercise of rights to engage or not to engage in Association activity in accordance with Chapter 10-7, Section 3540-3549 of the Government Code.

- 5.4.** The District will provide a portion of one in-service day a year where CSEA may educate employees. This day will be arranged by mutual agreement between the CSEA President and the Superintendent Chief Learning Officer.

ARTICLE 6 GRIEVANCE PROCEDURE

6.

6.1. Definitions

6.1.1. For the purpose of this Agreement, the term “grievance” means a dispute concerning the interpretation, application, or violation of the terms of this Agreement.

6.1.2. A “grievant” is an employee of the District covered by the terms of this Agreement, or CSEA, making a claim of a grievance. If more than one grievant claims similar circumstances and facts as a basis for alleging a “grievance” under the definition of Section 6.1.1 above, the parties may agree to a single grievant representing the group at the conclusion of Formal Level One and before the beginning of Formal Level Two.

6.2. Procedure

6.2.1. Informal Level One: If a grievant believes he/she has cause for a grievance, he/she shall contact their immediate supervisor, along with, or through their representatives in an attempt to settle the matter. If, after discussion with the immediate supervisor, the grievant, and/or the representative do not believe the grievance has been properly adjusted, the grievance may be reduced to writing within five (5) working days of the aforementioned discussion. The written grievance shall be submitted on a Grievance Report Form, a sample of which is attached to this Agreement as Appendix D.

6.2.2. Formal Level One: The grievance statement should include the following:

6.2.2.1. A statement of the grievance clearly indicating the question raised by the grievance, the facts upon which it is based, such as supporting documents and other relevant data, and the section of the Agreement allegedly violated.

6.2.2.2. The remedy or correction requested of the District, and the concise disagreement with the administrative solution proposed.

The grievance statement shall be signed and dated by the grievant and their representative. The date and time of presentation shall be affixed and signed as received by the immediate supervisor.

The immediate supervisor shall give their written answer to the grievance within five (5) working days from the time the written grievance is received. The supervisor’s answer shall include the following:

6.2.2.2.1. A statement of the supervisor’s position and the facts and supporting documents, etc. upon which it is based.

6.2.2.2. The remedy or correction, which has been offered, if any.

6.2.3. Formal Level Two

6.2.3.1. If the grievance is not settled satisfactorily at Formal Level One, it may be appealed to the Superintendent Chief Learning Officer or designee within ten (10) working days of receipt of the Formal Level One response by the Supervisor. Within five (5) working days of receipt of the appeal from Formal Level One, the Superintendent Chief Learning Officer or designee shall cause a conference to be held, unless the parties have agreed otherwise. The grievant and the District may have other representatives participate in the conference. It is the intent of the parties to arrive at an equitable settlement of all Formal Level One grievances; therefore, the evidence presented at the Formal Level Two conference will include the complete evidence including all supporting documents of testimony of each party.

6.2.3.2. A written deposition of the grievance shall be given by the Superintendent Chief Learning Officer or designee to the grievant within five (5) working days following the conference, or within ten (10) working days of receipt of the grievance. A copy shall simultaneously be sent to the CSEA President.

6.2.4. Formal Level Three

6.2.4.1. If the grievant is not satisfied with the decision at Level Two, or if no written decision has been rendered within ten (10) working days, the grievant may, within five (5) working days, appeal the decision to the Board. The statement shall include a copy of the original grievance.

6.2.4.2. The Board shall communicate its decision to the grievant in writing within ten (10) working days. If the Board does not respond within the time limits provided, the grievant may appeal to the next level.

6.2.4.3. A conference shall be held within the above time limits at the request of either the grievant or the Board.

6.2.5. Arbitration

6.2.5.1. If the grievant is not satisfied with the decision at Level Two, or if no written decision has been rendered within ten (10) working days, the grievant may, within five (5) working days, appeal the decision to the Board. The statement shall include a copy of the original grievance.

6.2.5.2. CSEA shall notify the Superintendent Chief Learning Officer within ten (10) working days of its decision to appeal the grievance to arbitration.

6.2.5.3. CSEA and the District shall attempt to agree upon an arbitration. If no agreement can be reached within five (5) working days, they shall request the

California State Conciliation Service to supply a panel of five (5) names of persons experienced in arbitration. Each party shall alternately strike names until only one name remains, The remaining panel member shall be the arbitrator. The order of striking shall be by lot. If no agreement on an arbitrator can be reached, a second list of arbitrators can be requested and the process repeated.

- 6.2.5.4.** The fees and expenses of the arbitrator and hearing shall be borne equally by the District and CSEA. All other expenses shall be borne by the party incurring them.
- 6.2.5.5.** The arbitrator shall have no power to add to, subtract from or modify the terms of the Agreement.
- 6.2.5.6.** The arbitrator shall, as soon as possible, hear evidence, and render a decision on the issues submitted to him/her. The arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step, plus any appropriate testimony or evidence submitted by the parties. After reviewing the evidence, the arbitrator shall submit in writing their decision to all parties. If a question arbitrarily arises, the question shall be decided by the arbitrator concurrent with a decision on the other issues of the grievance.

6.3. General

- 6.3.1.** No matter shall be considered as a grievance under this Article unless it is presented, in writing, within thirty (30) working days from the time the party knew or reasonably could have known of the occurrence, act, or omissions giving rise to the grievance. In all cases, the matter shall not be considered as a grievance under this Article unless it is presented in writing within six (6) months after the actual occurrence of the events, act, or omissions on which the grievance is based.
 - 6.3.1.1.** No matter shall be considered as a grievance under this Article unless it is presented, in writing, within thirty (30) working days from the time the party knew or reasonably could have known of the occurrence, act, or omissions giving rise to the grievance. In all cases, the matter shall not be considered as a grievance under this Article unless it is presented in writing within six (6) months after the actual occurrence of the events, act, or omissions on which the grievance is based.
- 6.3.2.** If the answer is not forthcoming within the time limits established in the grievance procedure, the moving party may process the grievance to the next highest step of the grievance procedure. If the grievance is not processed by the moving party within the time limits set forth, then the last answer to the grievance shall be deemed to resolve the grievance. However, by mutual agreement, the applicable representatives of the parties may extend the time limit for a grievance, in writing, for a specified period.

- 6.3.3.** CSEA President or Association Representatives shall have the authority to represent and settle grievances on behalf of the grievant, only if expressed and written authorization is presented to the supervisor at that level.
- 6.3.4.** The grievant or CSEA Representatives shall be entitled to reasonable release time to process a grievance during normal working hours, or at a time that does not interrupt the instructional program or operational needs of the District any more than necessary.
- 6.3.4.1.** Association Representatives:
- a.** A Job Representative at a building or job site will be granted reasonable release time to assist employees in processing grievances at the first step of the grievance procedure.
 - b.** The CSEA President or their designee shall be granted reasonable time to assist employees in processing grievances above the first step.
- 6.3.5.** The grievant and/or Association may seek assistance from CSEA Staff Representatives at any level of this grievance procedure. Likewise, the District may seek assistance from outside the District at any level of this grievance procedure.
- 6.3.6.** An employee covered by this Agreement may present a grievance directly and have such grievance adjusted without the intervention of CSEA as long as the adjustment is not inconsistent with the terms of this Agreement. CSEA shall be provided copies of any grievances filed by employees directly and of any responses by the District at Formal Level One and above. Prior to any resolution of any grievance, CSEA shall be provided with a copy of the proposed decision for review. Any disagreement between the parties on whether or not the settlement is inconsistent with the terms of this Agreement shall be subject to the grievance procedure commencing at Formal Level Two.
- 6.3.7.** Any employee of the District who has filed a deposition or is a material witness may be requested to appear by either the District or the grievant in any of the hearings and shall be released without loss of pay for a reasonable period of time to participate in the hearings on the grievance.
- 6.3.8.** Both parties shall provide prior notice of the name of any representative to be present. The employee shall be present at all levels of the formal procedure except for health problems or other unexpected absences. Prior notice shall also be given by both parties of any changes in representation.

ARTICLE 7 DISCIPLINARY PROCEDURES

7.

7.1. Disciplinary Procedure

Discipline shall be imposed upon permanent unit members of the classified service only for cause and pursuant to this Article, Board/Policy/Administrative Regulations, Education Code and applicable law. No disciplinary action shall be taken for any cause which arose more than two (2) years preceding the date of filing of the notice of cause unless such cause was concealed or not disclosed by such unit member when it could be reasonably assumed that the unit member should have disclosed the facts to the District.

Probationary, temporary, substitute, and short term unit members shall be subject to termination at the discretion of the Superintendent Chief Learning Officer and upon approval of the Board of Trustees.

7.1.1. Procedures

7.1.2. Progressive Discipline Procedures:

7.1.3. **Progressive** discipline is the systemic approach to the improvement of job performance and conduct beginning with the least severe response and gradually moving to more serious action. This Article shall not limit the District's right to evaluate or reprimand orally, in writing, or to counsel unit members as part of the progressive discipline process.

7.1.3.1. Informal Counseling and Warning

Whenever feasible, disciplinary action will be taken only after the unit member has been verbally warned and counseled by the unit member's supervisor or Superintendent Chief Learning Officer regarding their conduct and/or performance. This shall not prevent the District from suspending or terminating an employee in the first instance when such action is warranted due to the serious nature of the conduct at issue.

7.1.3.2. Formal Discipline:

Unless causes for disciplinary action results in the immediate notice of discipline to a unit member, or when a unit member's conduct and/or performance continues to be unsatisfactory after the issuance of one or more verbal warnings, the unit member may be subject to the following disciplinary actions

7.1.3.2.1. Written warning advising of unacceptable conduct, which may or may not be placed in the unit member's personnel file. If the warning is to be placed in the personnel file, the rights described in section 7.4.1.2.2 below will be afforded.

7.1.3.2.2. Written reprimand relating to an action or lack of action, which shall be placed in the unit member's personnel file. The unit member shall

be provided a copy and notified of the opportunity to reply. The unit member must exercise their right to reply within ten (10) workingwork days. The unit member's comments, if any, are to be attached to the reprimand in the personnel file.

7.1.3.2.3. The unit member may be suspended for up to thirty (30) days without pay.

7.1.3.2.4. The unit member may be demoted to a lower salary classification.

7.1.3.2.5. The unit member may be terminated for cause.

7.1.3.3. Investigative Conference:

Except in cases where the unit member is placed on immediate administrative leave, a unit member against whom disciplinary action is being considered shall be scheduled to attend an investigative conference with his or her supervisor, the Superintendent Chief Learning Officer, or their designee.

7.1.3.3.1. At such conference, the unit member shall be informed orally of the specific disciplinary action being considered, as well as the reasons, and be given an opportunity to respond

7.1.3.3.2. The unit member may be represented at such conference by a representative of their choice. Failure of the unit member to attend the meeting shall not invalidate any disciplinary action imposed pursuant to this Article.

7.1.3.4. The process for suspending, demoting, and terminating a permanent employee is contained in Board Policy/Administrative Regulation 4218 and shall be followed after the above described progressive discipline steps are followed, except in cases where serious misconduct justifies an immediate suspension, demotion, or termination.

7.1.3.5. Discipline will be administered for just cause in a framework of progressive discipline. Disagreements regarding discipline will be addressed through disciplinary procedures as described in Board/Administrative Policy 4218 and applicable labor law, and not the grievance process.

ARTICLE 8
PROCEDURE FOR CONSULTATION

8.

8.1. Consultation

8.1.1. The parties agree that Section 3543.2 of the Government Code (SB160) defines the scope of representation for meeting and negotiating and further agree that Section 3543.2 of the Government Code states the public school employer may consult with any employees or employee organization on matters outside the scope of representation.

8.1.2. The parties agree to utilize the Consultation Procedure specified in Section 8.2 below whenever a policy change regarding employer-employee relations is under consideration that would affect bargaining unit employees.

8.2. Procedures

8.2.1. At least four (4) weeks prior to enactment of a policy change or adoption subject to this procedure, the Superintendent Chief Learning Officer shall notify CSEA of the proposed change for adoption and the reasons therefore.

8.2.2. Within two (2) weeks of the mailing or delivery of the notification, whichever is sooner, CSEA must notify the Superintendent Chief Learning Officer of CSEA's desire to be consulted or the right to be consulted shall be deemed waived.

8.2.3. Prior to submission of a proposed change or adoption of a policy subject to this procedure, the Superintendent Chief Learning Officer is required to meet with representatives of CSEA to obtain their views and discuss the policy proposal.

8.2.4. The Superintendent Chief Learning Officer shall forward to the Board of Trustees any formal, written position of CSEA relative to the proposed policy received prior to the action of the Board of Trustees, which is developed subsequent to the procedures of 8.2.3 above.

8.3. Any policies or rules and regulations that the District may adopt shall not conflict with the provisions of this Agreement.

ARTICLE 9 SAFETY

9.

9.1. Safety Conditions

- 9.1.1.** It is the mutual intent and desire of the District and CSEA to cooperate in maintaining standards for safety that will eliminate, as far as possible, industrial accidents and illnesses.
- 9.1.2.** Members of District management and employees will be encouraged to report unsafe and unsanitary working conditions in writing and to resolve these problems at the immediate work site and/or make recommendations to the District Safety Committee.
- 9.1.3.** A District Safety Committee will exist, with membership to include CSEA representation.
 - 9.1.3.1.** The committee shall review and investigate written complaints regarding unsafe working conditions that have not been resolved and resolve or make recommendations on the same to the Superintendent Chief Learning Officer. Reasonable release time without loss of compensation shall be provided to CSEA representative. In the event a Safety Committee meeting is held outside of the CSEA representative's regular workday, the unit member will be compensated at their regular rate of pay.
- 9.1.4.** A bargaining unit employee who believes his job is not safe or might unduly endanger his health or the health of students shall report the conditions immediately and follow up with a written report to their supervisor. If the problem cannot be resolved at that level, the District Safety Committee will attempt to make a determination of whether or not the job is unsafe.
- 9.1.5.** No bargaining unit employee shall be disciplined for refusing to work on a job, if his refusal is based on a reasonable claim that said job is not safe. In agreeing to this statement, the District does not waive its rights to discipline an employee whose refusal to perform a job for safety reasons does not have a basis in fact.
- 9.1.6.** Nothing contained herein shall prevent CSEA, or an employee, from pursuing safety matters through the Grievance Procedure.
- 9.1.7.** Bargaining unit employees within the following classifications may receive hepatitis B vaccinations upon request of the bargaining unit employee: Bus drivers, classroom instructional aides, school custodians, school secretarial/clerks, site food services, and plumbers. Any other requests will be evaluated by the District according to need.

9.2. Safety Equipment

Should the employment duties of an employee in the bargaining unit reasonably require the use of any equipment or gear to ensure the safety of the employee or others, the District agrees to furnish such equipment.

1. The Governing Board will provide clothing and equipment, therefore, for bargaining unit personnel performing tasks which require specific types of uniforms and equipment.
2. It is the sole prerogative of the Superintendent Chief Learning officer or designee to determine the job classification positions that require distinctive uniforms or equipment.
3. All clothing and equipment provided by the District remains the property of the District and must be returned upon completion of service.
4. Units requiring safety equipment and/or clothing include transportation, food service, and facilities.
5. Unit members are required to use safety equipment in performing their job duties as prescribed.
6. Clothing and equipment will be issued to unit members and will be replaced as needed with prior approval from the department supervisor or designee.
7. Clothing and equipment issued to unit members will be used strictly for work related activities.
8. Unit members required to wear safety footwear, who are requesting to furnish their own footwear, will be required to get pre-approval from the department supervisor or designee to make sure that the footwear meets district safety standards and the cost will not be reimbursed.

9.3. Safety Training

- 9.3.1.** The district shall provide the appropriate, or required, training to employees working with, or in the vicinity of hazardous substances. The training shall include, proper handling and removal of hazardous materials, use of safety equipment involved in such handling, and awareness of all known health risks connected with exposure to the substance.
- 9.3.2.** No employee will be required to work with, or in the vicinity of hazardous materials unless their job description designates that he/she may do so.
- 9.3.3.** For the purpose of this section, the term “in the vicinity of” will mean any area that has been tagged, by law, as a hazardous area.

ARTICLE 10 PROMOTION

10.

- 10.1.** When the District determines that a permanent vacancy exists within the Bargaining Unit, such vacancy shall be posted electronically and on designated bulletin boards at each job site for a period of five (5) days, during which time bargaining unit employees may make an application for the vacancy or new position. The District may advertise such a vacancy or new position outside the District. Employees in the bargaining unit shall be given a reasonable opportunity to gain promotions upon application. A promotion is defined as a movement to a higher classification and salary range.
- 10.2.** Job vacancies, which are posted, shall include:
1. Job title
 2. Qualifications required for the position
 3. Brief description of the duties
 4. Work schedule
 5. Salary range
 6. Type of funding (if other than general fund)
 7. Interviewer's name
 8. Opening and closing date for applying for the position
 9. Job site, if possible
 10. Date vacancy should be filled
- 10.3.** Except for lateral transfer applicants, interviews will not commence until the day following the closing date of the posting.
- 10.4.** All applicants from the Bargaining Unit who apply for permanent position vacancy, and any other applicants, shall be granted an interview having first satisfied the following hiring criteria:
1. The qualifications as stipulated in the approved job description
 2. Additional relevant experience
 3. Satisfactory job performance as indicated in past written evaluations
 4. Supervisors' and other recommendations shall be thoroughly verified by the District in person or by phone calls
 5. Evidence of skill development efforts
 6. Consideration for years of service to the District.

It is the intent of CSEA and the district to have a CSEA representative included in interviews for vacant unit positions. The District will select interview panel members. If CSEA has concerns about the CSEA panel member, upon CSEA request, the District and CSEA, will agree on the CSEA panel member.

- 10.5.** All bargaining unit employees applying for the vacancy who were turned down shall be notified by a letter from the chairperson of the interview committee within ten (10) days clearly stating the reasons or reasons for rejection.
- 10.6.** A permanent employee who accepts a promotion and fails to complete the probationary period for that promotional position, shall be employed in the classification from which he or she was promoted (EC 45113). An employee who accepts a promotion may elect to voluntarily be returned to the classification from which he or she was promoted within a sixty (60) working day period.
- 10.7.** An employee on vacation during the period the vacancy occurs shall be notified of the job vacancy by the District, provided the employee specifically requests, in writing, that the District Office do so before their vacation commences. An employee on vacation may authorize CSEA to file for the vacancy on their behalf.
- 10.8.** An employee who is promoted to a higher range among closely related classifications, as set forth in Article 2.3, to the classification currently held, or a classification previously held, shall be placed on the new range at a step which will ensure a minimum 10% increase, not to exceed the top step in the new range. An employee promoted to a classification which is not a closely related classification to either their current or a previously held classification shall be placed in the new range at a step which will ensure a minimum 5% increase, not to exceed the top step in the new range.
- 10.8.1.** In no event will a promotion negatively affect anniversary or longevity increments.
- 10.9.** The President of CSEA or their designated representative shall receive a copy of job vacancies posted per this Article.

ARTICLE 11 TRANSFERS

11.

11.1. Definition

11.1.1. A transfer is defined as the movement of an employee from one job site to another, which does not involve a change in classification or job title. A transfer is further defined to include an application for a vacant position within the same classification, at the same worksite, which would result in an increase in hours for the applicant/unit member.

11.1.2. Job site is the location where the employee is normally assigned and performs their duties or the location from which he/she performs duties throughout the District.

11.2. Lateral Transfer

11.2.1. When the District determines that a permanent vacancy exists within the bargaining unit, the District shall give first consideration, as stated herein, to bargaining unit employees serving in the same position in the District. Such employees holding that classification may apply for lateral transfer to that vacancy by submitting an application, via the District's electronic application program, at any time during the posting period as set forth in Article 10, Section 10.1.

11.2.2. Site managers will evaluate all lateral transfer requests prior to interviewing candidates from the outside. Applicants will be considered for the position on the basis of classification seniority, written evaluations, supervisory recommendations, and applicant interviews. Interviews can be telephonic and informal. CSEA shall have the right, upon request, to have a representative participate in the interview process when one (1) or more existing unit member(s) have applied for a vacant bargaining unit position. In these circumstances, the District and CSEA will agree on a representative/participant.

11.2.3. In order to grant "first consideration" to bargaining unit members, as provided in Article 11.2.1, transfer applicants from within the bargaining unit shall be interviewed and considered for the position before any outside or promotional candidates are interviewed and considered. If, after the completion of interviews and consideration of the applicants, the criteria listed in Article 11.2.2 of the CBA are equal between two (2) or more applicants, the unit employee with the most classification seniority among these applicants shall be selected for the position. Seniority will be defined as provided in Article 20.3.

11.2.4. An employee on vacation during the period the vacancy occurs shall be notified of the job vacancy by the District, provided the employee specifically requests in writing that the District Office do so before their vacation commences.

11.3. Medical Transfers

- 11.3.1.** The intent of this Section is not to create new or unnecessary jobs. This section is also excepted from the definitions of Sections 11.1 and 11.2 herein.
- 11.3.2.** The District shall offer alternate work, if available, to an employee who has become medically unable to satisfactorily perform their regular job duties. The alternate work may constitute demotion, promotion, or transfer.
- 11.3.3.** The District shall require medical proof of such employee's inability to perform their regular job duties and also shall require medical proof regarding what duties the employee can perform.
- 11.3.4.** Such attempt at placing an employee in alternate work shall not abridge the rights of any other employee covered by this Contract.
- 11.3.5.** If the District determines that no work is available for the employee under this Section, he/she shall be placed on a reemployment list for thirty-nine (39) months.
- 11.3.6.** This Section shall not apply to probationary employees.

11.4. Involuntary Transfers

Involuntary transfers may be initiated by the Superintendent Chief Learning Officer or their designee when he/she determines it necessary to transfer an employee for the operational and educational needs of the District. Such transfers shall be made only for reasons, which will enhance the efficiency of the District's work operation. Such transfers shall be made subject to the approval of the Governing Board. Transfers shall not change the employees' salary rate, anniversary date, accumulated illness leave and vacation credits or in any manner reflect adversely upon their right as provided by law and this Agreement.

- 11.4.1.** When temporary transfers are made pursuant to this Section, the employee shall be notified of the reason for the temporary transfer and the length of such temporary transfer in writing. If such temporary transfer results in an employee having to travel a greater distance from their home in the amount of more than twenty miles round trip, such employee shall be reimbursed for the additional miles.
- 11.4.2.** Employees who are involved in an involuntary transfer shall be notified in writing of the reasons for and the effective date of the transfer by the Superintendent Chief Learning Officer.
- 11.4.3.** Upon request, employees shall be entitled to a conference regarding the involuntary transfer with the Superintendent Chief Learning Officer or their designee, in order to review reasons for the involuntary transfer. If the employee files a written objection to the

involuntary transfer, a good faith effort to find an alternate solution to the problem will be made.

ARTICLE 12 LEAVES

12.

12.1. Notification Procedure Pertaining to Leaves Under Article 12

12.1.1. Employees who find it necessary to be absent from duty shall notify the immediate supervisor as far in advance as possible. Employees must verify absence by completing absence reports, which are required by the District.

12.1.2. Employees who request leaves of absence other than an emergency nature shall notify the site supervisor and the Personnel Director at least (10) working days prior to the commencement of their leave, except where such notification is impossible due to extenuating circumstances.

12.2. Bereavement Leave

12.2.1. Employees shall be granted a leave without loss of pay for a period not to exceed five (5) working days upon the death of a member of the immediate family.

12.2.2. For the purposes of this provision, “immediate family” shall be defined as the mother, father, grandmother, grandfather, or grandchild of the employee or the spouse of the employee, or the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee.

12.2.3. Permission to use this Section for other relatives because of extenuating circumstances may be granted by the Superintendent Chief Learning Officer.

12.3. Jury Duty

12.3.1. Leaves of absence for jury duty shall be provided at a salary which is equal to the difference of the employee’s regular salary and any amount he/she receives as juror’s fees during the period he/she serves on the jury.

12.3.2. Juror’s fees shall not include any meal, mileage, and/or parking allowance provided the employee for jury duty.

12.4. Military Leave

12.4.1. An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

12.5. Sick Leave

- 12.5.1.** An employee employed five (5) days a week by the District shall be entitled to twelve (12) days leave of absence for illness or injury, exclusive of all days he/she is not required to render services to the District, with full pay for a fiscal year of service.
- 12.5.2.** An employee employed five (5) days a week who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).
- 12.5.3.** An employee employed less than five (5) days per week for a fiscal year of service, shall be entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed for less than a full fiscal year of service. This and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.
- 12.5.4.** Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of the illness.
- 12.5.5.** At the beginning of each fiscal year, the full amount of sick leave the employee is entitled to under this Section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which he/she may be entitled to under this Article, until the first day of the calendar month after completion of six months of active service with the District.
- 12.5.6.** If an employee does not take the full amount of leave allowed in any year under this Article, the amount not taken shall be accumulated from year to year.
- 12.5.7.** When the employee is absent from their duties due to illness or injury for a period of more than five (5) consecutive working days, the employee shall supply the Superintendent Chief Learning Officer, or his designee with a statement from a physician which verifies the employee's illness or injury, which also verifies the employee's ability or inability to resume their normal duties.
- 12.5.8.** Doctor and dentist appointments, which may not be accommodated during the off-duty hours, shall be deducted from sick leave.
- 12.5.9.** The District shall notify the employee by October 1 of each year of their remaining sick leave.

12.6. Extended Sick Leave

- 12.6.1.** Employees in the bargaining unit whose sick leave benefits per Section 12.5 have been exhausted and who must still be absent from duty because of illness or injury are entitled to a period of up to 100 days of sick leave each fiscal year, inclusive of their sick leave benefits under Section 12.5:
- 12.6.1.1.** The 100 day period starts on the first day of the employee's absence due to illness or injury and is to include all paid sick leave benefits to which the employee may be entitled under this Agreement.
 - 12.6.1.2.** A doctor's note is required excusing the employee from duties to utilize the 100 day extended sick leave.
 - 12.6.1.3.** Utilization of the 100 day period will result in a salary deduction of 50% of the employee's wage.
 - 12.6.1.4.** The 50% reduction in pay commences after the employee exhausts all accumulated sick leave.
 - 12.6.1.5.** In lieu of the 50% reduction in pay, the employee may use any compensatory time, vacation, and/or any other accrued paid leave during the 100 day period to receive full payment of wages. This usage will run concurrent with the 100 day period and will be deducted at one-half of a day (or the hourly equivalent for less than full time FTE) for each day the employee is paid their full wage.
 - 12.6.1.6.** The 100 day period does not accumulate from year to year. However, if the employee's leave will overlap into the next fiscal year, the employee is entitled to a new 100 days beginning in the new fiscal year. Any accrued sick leave that begins in the new fiscal year must be exhausted (See above).
 - 12.6.1.7.** If the 100 day period runs into a month the employee does not usually work, no wages will be paid.
 - 12.6.1.8.** If at the conclusion of the leave of absence, the employee is still unable to assume the duties of his or her position, the employee may be placed on a reemployment list for a period of 39 months. If at any time during the 39 month period, the employee is able to assume the duties of his or her position, the employee shall be reemployed in the first vacancy in the classification of his or her previous assignment. The employee's reemployment will take preference over all other applicants except for those laid off for lack of work or funds in which case the employee shall be ranked according to his or her proper seniority.

12.7. Industrial Accident and Illness Leave

12.7.1. Regular employees will be entitled to industrial accident and illness leave in accordance with the requirements of the Education Code, Section 45192.

12.7.2. Procedure for industrial accident and illness leave:

12.7.2.1. In order to be eligible for such leave, employees shall report, as soon as possible, any accident to themselves, which occurs in the line of duty in writing on the State of California Employer's Report of Occupational Injury or Illness. Such report shall be reviewed by the supervisor and the Superintendent Chief Learning Officer, and signed by the Superintendent Chief Learning Officer.

12.7.2.2. Any absence due to an industrial accident or illness is to be verified by a statement of proof from a physician at no cost to the employee.

12.7.2.3. The District shall then send the report to the District Workers Compensation Fund. The leave shall be charged to Industrial Accident Leave. However, should it be determined by competent medical examination that the illness or accident was not job related, the employee shall have such leave deducted from their regular sick leave.

12.7.3. Such leave shall not be for more than sixty (60) working days in any one fiscal year for the same accident.

12.7.4. This leave shall not be accumulated from year to year and, when such leave occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.

12.7.5. Industrial accident or illness leave will commence on the first day of absence. Payment for wages lost on any day shall not, when added to an award granted to the employee under the Worker's Compensation laws of this state, exceed the normal wage for the day. During industrial accident leave, the employee shall endorse to the district and deliver all the Workers Compensation wage loss benefit checks prior to the employee receiving a district paycheck.

12.7.6. Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under Workers Compensation.

12.7.7. The Industrial Accident or Illness Leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave will then be used.

However, if an employee is still receiving temporary disability payments under the Worker's Compensation laws of this State at the time under this section, he/she shall be entitled to use only so much of their accumulated and available sick leave and vacation leave which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.

- 12.7.8. If the employee is able to return to work during the paid leave period as described herein, he/she shall be reinstated in their position without loss of status or benefits.
- 12.7.9. When all available paid leaves of absence have been exhausted and the employee is not medically able to assume the duties of their position, the employee shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months per State Law.
- 12.7.10. Any employee receiving benefits as a result of this Section shall, during periods of illness or injury, remain within the State of California unless the Board of Trustees authorizes travel outside of the State. In implementing this Section, the Board of Trustees recognizes the close proximity of this District to the Western Nevada border and will not restrict travel to this area.
- 12.7.11. An employee who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty, and who fails to accept the first available opening in their classification, shall be dismissed.
- 12.7.12. The District has the right to have the employee examined by a physician designated, at the District's expense, to assist in verifying the injury and determining the length of time during which the employee will be temporarily unable to perform the assigned duties and the degree to which the disability is attributable to the injury involved.

12.8. **Break in Service**

No absence under any paid leave provisions of this Article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

12.9. **Personal Necessity Leave**

- 12.9.1. Employees shall be allowed up to seven (7) days (ten (10) days for 260 day employees) of accumulated sick leave, which shall be deducted from such accumulated leave and which shall not be carried over from year to year, for the following:
 - 12.9.1.1. A serious accident involving the employee's person or property or the person or property of a member of their immediate family. A serious accident would involve an unforeseen mishap or the serious injury of an immediate family member or property damage resulting from an unforeseen tragedy or act of destruction.
 - 12.9.1.2. An illness of a member of the employee's immediate family, which is of a serious nature. An illness of a serious nature shall be an illness, which an employee cannot

reasonably be expected to disregard, and which requires the attention of the employee during their assigned hours.

- 12.9.1.3.** Appearance in court as a litigant or as a witness under official court subpoena. This provision shall not be used for the personal convenience of the employee.
 - 12.9.1.4.** Any unexpected event involving damage or injury to personal property, which has crucial significance for the employee or their immediate family. The aftermath of fire, flood, falling objects, and burglary are examples.
 - 12.9.1.5.** The death of a member of the employee's immediate family when additional leave is required beyond that provided in Section 12.2 of this Article.
 - 12.9.1.6.** An employee may submit a request to their immediate supervisor to use this leave for other reasons. The immediate supervisor shall make their recommendations regarding the request to the Superintendent Chief Learning Officer or his designee, who shall authorize or deny the leave.
 - 12.9.1.7.** Two Personal Necessity No Reason (PNNR) days shall be provided to unit members out of the existing 7 personal necessity leave days provided each year in accordance with 12.9.1 of the contract. These days may be used for any reason without disclosure to the District. These discretionary days cannot be used to extend a holiday or vacation period.
 - 12.9.1.8.** A unit employee may utilize personal necessity leave for an absence due to volunteering time to specific emergency services, including the fire department, sheriff's department, and avalanche/search and rescue, when requested by the said agency and when approved by the Superintendent Chief Learning Officer.
- 12.9.2.** For the purpose of this Section, "immediate family" shall be defined as the mother, father, grandmother, grandfather, or grandchild of the employee or the spouse of the employee, or the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee.
- 12.9.3.** The employee shall request personal necessity leave on the appropriate form, #102B, three (3) working days in advance, except in cases of emergency. The district reserves the right to request verification of the reasons for the personal necessity leave, except for leaves taken under 12.9.1.7
- 12.9.4.** Personal necessity leave shall not be used for any of the following:
1. Political, recreational, or other employment
 2. Employee Association business
 3. Any concerted or illegal activity

12.10. Maternity Sick Leave and Maternity Leave

- 12.10.1.** Employees are entitled to use the provisions of sick leave as enumerated in Sections 12.5 for disabilities incurred by pregnancy, miscarriage, childbirth, and recovery there from. Vacation and compensatory leaves may also be used for pregnancy related disability leave, at the discretion of the employee. Such leave shall not be used for childcare or child rearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date upon which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician and be stated on the appropriate District Form.
- 12.10.2.** An employee may elect not to use sick leave for purposes of maternity leave.
- 12.10.3.** Employees may request to the Board for an unpaid leave for disabilities incurred by pregnancy, miscarriage, childbirth, or recovery therefrom whether or not sick leave as set forth in Section Sections 12.5 and 12.6 has been exhausted. The date upon which the employee shall resume duties shall be determined by the employee on leave and the employee's physician and be stated on the appropriate District Form.
- 12.10.4.** In any event, when these leaves commence an end must be communicated to the District and a physician's statement must accompany all requests for maternity leaves. An employee must provide the District with at least 30 days' advance notice of the date for which the pregnancy disability leave is sought and the estimated duration of the leave. If 30 days' advance notice is not possible due to a change in circumstances beyond the employee's control or a medical emergency, notice must be given as soon as practicable.
- 12.10.5.** An employee should make an appointment with Human Resources, by their fourth month of pregnancy if possible, to go over parental leave rights and guidelines.
- 12.10.6.** Leaves taken for disability related to pregnancy will not reduce the 12 weeks available to employees for family bonding as Parental Leave.
- 12.10.7.** The District will maintain health and welfare benefits, according to the standard rates and requirements, for employees using any maternity leaves, whether paid or unpaid.

12.11. Parental Leave

- 12.11.1.** Unit members may use their sick leave for purposes of parental leave for a period of up to twelve (12) work weeks.
- 12.11.2.** For unit members who have exhausted all available sick leave, including all accumulated sick leave, and continue to be absent from his or her duties on account of parental leave pursuant to Section 12945.2 of the Government Code, the amount deducted from the salary due him or her for any of the remaining portion of the twelve (12) work week period in which the absence occurs shall be 50% reduction in pay.
- 12.11.3.** The twelve (12) work week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave.

- 12.11.4.** Unit members shall not be provided more than one twelve (12) week period for parental leave during any twelve (12) month period.
- 12.11.5.** Parental leave taken pursuant to this section shall run concurrently with parental leave taken pursuant to Section 12945.2 of the Government Code. The aggregate amount of parental leave taken pursuant to this section and Section 12945.2 of the Government Code shall not exceed twelve (12) workweeks in a twelve (12) month period.
- 12.11.6.** For purposes of this section, “parental leave” means leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.
- 12.11.7.** If both parents of a child work for the district, their family care and medical leave related to the birth or placement of the child shall be limited to a combined total of twelve (12) workweeks. This restriction shall apply regardless of the legal status of both parent’s relationship.

12.12. Other Leaves

- 12.12.1.** The Board of Trustees and the District may grant a permanent employee a leave of absence without pay or other benefits who has exhausted all entitlement to sick leave, vacation, compensatory overtime, or other available paid leave and who is absent because of non-industrial accident or illness for a period not to exceed six (6) months. The Board of Trustees may renew the unpaid leave of absence for two additional six (6) month periods or lesser periods, but not to exceed a total of eighteen (18) months. All such requests must be certified by a physician’s statement indicating the reasons for the leave and the expected period of absence.
- 12.12.2.** The Board of Trustees of the District may grant a permanent employee, upon request, a leave of absence without pay or other benefits for a period not to exceed six (6) months for other purposes provided such leave does not interfere with the orderly operation of the District. In considering such leaves, the Board of Trustees will require specific reasons from the employee and a recommendation from their supervisor and the Superintendent Chief Learning Officer in order to evaluate whether the leave should be granted.

12.13. Sick Leave Bank

A Sick Leave Bank (SLB) will be established to assist classified employees that have a catastrophic illness or injury. A classified employee may request to withdraw from the SLB once all of their accrued sick leave days have been used.

- 12.13.1.** For purposes of this Sick Leave Bank section a “catastrophic illness or injury” means an illness or injury that is expected to incapacitate the employee for an extended period of time.
- 12.13.2.** An individual who has made a donation to the SLB during the last regular or supplemental donation period may request up to twenty (20) days from the SLB. The same individual

may apply for an extension of ten (10) days once the first twenty (20) days have been exhausted.

- 12.13.3.** An SLB Committee will be established to administer the SLB, develop all appropriate forms, and act as the decision making body. The Committee will consist of three (3) CSEA appointed members and two (2) District appointed members. Binding decisions will be reached by a majority vote and all voting will be confidential. The decision of the SLB Committee is not subject to the grievance procedure.
- 12.13.4.** An individual wishing to apply for days from the SLB must submit to the SLB Committee written verification from their doctor substantiating the catastrophic illness or incapacitating condition. The Committee will notify the applicant of its decision within ten (10) working days of the initial application. The process and all information will be confidential.
- 12.13.5.** The SLB Committee will accept donations during a regular annual donation period from the beginning of each school year until October 15th. If the SLB Committee determines that there are a sufficient number of sick leave days in the SLB, the Committee may waive the regular donation period. If sixty (60) days are not available during the year, a second donation period may be opened by the SLB Committee.
- 12.13.6.** Employees may donate a maximum of two (2) days per school year to the SLB. Employees wishing to donate sick leave days to the bank must fill out the appropriate forms and submit them to the Payroll Department, which will maintain the documentation.
- 12.13.7.** In order to donate to the SLB, an employee must have at least ten (10) sick leave days remaining in their account after the donation is made. Upon request, the SLB Committee may waive this requirement for individuals who have donated to the SLB during the previous regular annual or supplemental donation period but who were required to diminish their individual sick leave bank due to illness or injury.
- 12.13.8.** The donation of days to the SLB is voluntary and irrevocable.

12.14. Coaching Leave

Employees shall be granted up to four (4) days (prorated by FTE) leave for head coaches and up to one (1) day leave (prorated by FTE) for assistant/volunteer coach per school calendar year from their regular work schedule without loss of pay for the purpose of coaching a district sponsored league game, including travel to and from said event. This leave can be used in hourly increments in lieu of a full day and must be pre-approved by the employee's site/department supervisor and the District. This provision does not extend to practices or routine meetings.

ARTICLE 13
LEAVE OF ABSENCE FOR RETRAINING AND STUDY

13.

13.1. Retraining and Study Leave

- 13.1.1.** The District may grant a classified employee a leave of absence not to exceed one year for the purpose of permitting study by the employee or for the purpose of retraining the employee provided such leave is useful in meeting changing conditions within the District. The decision to grant such leaves and compensation granted during such leaves shall be in compliance with the California Education Codes.
- 13.1.2.** Such leave of absence may be taken in separate six (6) month periods or in any other appropriate periods rather than for a continuous one (1) year period provided the separate periods of leave of absence shall be commenced and completed within a three (3) year period. Any period of service by the individual intervening between the authorized separate periods shall comprise a part of the service required for a subsequent leave of absence for study or retraining purposes.
- 13.1.3.** Study leave cannot be granted to an individual who has not served at least seven (7) consecutive years preceding the granting of the leave.
- 13.1.4.** Retraining leave cannot be granted to an individual who has not served at least three (3) consecutive years preceding the granting of the leave.
- 13.1.5.** No more than one study leave of absence shall be granted in each seven (7) year period.
- 13.1.6.** No more than one retraining leave of absence shall be granted in each three (3) year period.
- 13.1.7.** The District may prescribe standards of service, which shall entitle the employee to the leave of absence.
- 13.1.8.** Any leave of absence granted under this Article, shall not be deemed a break in service for any purpose except that such leave shall not be included as service in computing service to the granting of any subsequent leave under this type of leave, nor shall the employee earn vacation pay, sick leave, holiday pay, or other benefits provided under this Agreement.

ARTICLE 14 HOLIDAYS

14.

14.1. Holidays

All bargaining unit employees shall be entitled to the following holidays without loss of pay provided such holiday's fall during the work period of the employee.

New Years Day	Admissions Day
Lincoln's Day	Veterans Day
Martin Luther King's Day Jr Day	Wednesday before Thanksgiving Day (if local holiday)
Juneteenth Day	Thanksgiving Day
Presidents Day	Friday following Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Floating Holiday
Labor Day	

14.1.1. The District shall present its proposed calendar to CSEA not later than May 30 of each year, and the parties shall reach a mutual written agreement regarding the calendar for the upcoming year prior to the Board of Trustees final adoption of the calendar.

14.1.2. Any day or portion thereof proclaimed as a holiday by the President of the United States, the Governor of California, or the Board of Trustees, shall be a paid holiday.

14.1.3. If a holiday listed above falls on a Sunday, the following Monday is to be observed. If it falls on Saturday, the preceding Friday is a holiday and is observed as such.

14.2. Holiday Eligibility

14.2.1. Bargaining unit employees shall be entitled to the holidays listed herein, provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday.

14.2.2. Bargaining unit employees, who are not normally assigned to duty during the school holidays of Christmas and New Year's Day shall be paid for those holidays, provided they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday.

14.2.3. Bargaining unit employees employed between the beginning of school in September and June are entitled to all holidays listed above except Independence Day, Labor Day, and Admission Day if it does not fall within the school year.

14.3. Teacher Training Days

Any day granted as a teacher-training day, teacher institute, or teacher-parent conference day by whatever name for whatever purpose is a regular workday for all employees a part of the bargaining unit provided such days fall within the employee's normal work period.

ARTICLE 15
VACATIONS

15.

15.1. Eligibility

All employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are prorated for each month of employment to July 1, commencing with the first day of employment.

15.2. Vacation Schedule

Annual vacation leave without loss of pay shall be granted to all classified employees who work eight (8) hours per day as follows: The vacation accrual rates shall become effective September 1, 1988, and supersedes the previous rate formula of this Article.

15.2.1. Twelve (12) Month Employees

Employed more than one month but less than one year. Five-Sixth (5/6) of one day vacation prorated for each month of employment to July 1.

Completed 1-2 years	11 Days
Completed 3 years	12 Days
Completed 4 years	13 Days
Completed 5 years	14 Days
Completed 6-8 years	16 Days
Completed 9-10 years	17 Days
Completed 11 or more years	21 Days = Longevity

15.2.2. Eleven (11) Month Employees

Employed for more than one month but less than one year. Earned vacation will be prorated for each month of employment to July 1 with a maximum of 8 days.

Completed 1-2 years	9 Days
Completed 3 years	10 Days
Completed 4 years	11 Days
Completed 5-6 years	13 Days
Completed 7 years	14 Days
Completed 8-10 years	16 Days
Completed 11 or more years	21 Days = Longevity

15.2.2.1. Compensation for vacation days for eleven-month employees will be incorporated into an employee's monthly paycheck. However, one vacation day per year will be available for employee use as follows:

- a. To be taken during the work year earned in accordance with 15.3.
- b. To be set aside for use during a future year, subject to 15.3 and 15.4.

c. To be paid off at the end of the work year.

15.2.3. Employees working less than eight (8) hours per day and twelve (12) months per year will be granted vacation leave in accordance with the above schedule on a prorated basis according to the number of hours and number of months worked.

15.3. Vacation Scheduling

Vacation schedules will be submitted subject to approval by the department supervisor and the Superintendent Chief Learning Officer, and in such a manner as to not interfere with the efficiency of operation.

15.3.1. Vacations may, with the approval of the District, be taken at any time during the year. Requests for vacation time must be made and approved at least ten (10) days prior to taking such leave.

15.4. Vacation Carry-Over

Vacations are given annually and an employee must use all vacation earned in the fiscal year following the fiscal year earned less a maximum of ten (10) days, which may be carried over from year to year. The provisions relative to carry-over shall apply after the employee's third anniversary date.

15.5. Calculation of Vacation

Employees in the bargaining unit shall have their vacations calculated based on their anniversary date.

15.6. Interruption of Vacation

An employee in the bargaining unit may be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the employee supplies adequate notice and relevant supporting information regarding the basis for such interruption or termination.

15.7. Earned vacation shall not become a vested right until completion of the initial six (6) months of employment.

ARTICLE 16
WAGES

16.

16.1. Rate of Pay

16.1.1. The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each position as provided for in Appendix A.

16.1.2. An employee whose regular assigned work shift commences between 2:00 p.m. and 5:00 a.m., and is required to work a split shift (i.e., more than one hour between work periods daily, or with more than two separate work periods daily, totaling more than four (4) hours), shall be paid a shift differential premium above the regular rate of pay for all hours worked. Since the 2002 EMS job study implementation placed all then-current unit members at a new range based on their prior salary including shift differential, the difference in pay shall be reflected as follows: 1) an additional three percent (3%) of salary when the unit member has completed a year at Step 10 of the salary schedule; and 2) initial placement at Step 2 of the salary schedule for all newly hired unit members. An employee who receives a shift differential premium on the basis of their shift shall suffer no reduction in pay, including differential when assigned temporarily to a day shift.

16.1.3. Any classified person that does written translation for the District shall receive \$16.00 per hour, or their normal salary, whichever is higher, if the following conditions are met:

16.1.3.1. The employee has passed a District proficiency test; and

16.1.3.2. The translation work must be approved in advance by the employee's supervisor.

16.2. Step Advancement

16.2.1. Effective with the 1999-2000 school year, new employees hired between July 1 and November 1 of a calendar year shall have July 1 of that same calendar year designated as their anniversary date for purposes of computing annual salary step advances. New employees hired after November 1 of a calendar year shall have July 1 of the next succeeding calendar year designated as their anniversary date for purposes of computing annual salary step advances. However, employees hired after November 1 shall be credited with any substitute work performed in the same or closely related classification during the twelve month period immediately preceding their dates of hire for purposes of qualifying for annual salary step advances. Such employees receive day for day credit for such substitute work and shall have their dates of hire for purposes of this provision pushed back accordingly. Each succeeding salary step advance will be attained upon completion of a twelve-month period ending on July 1. This provision does not affect the rate of pay during any substitute periods.

16.2.2. Seniority will be determined by the first day worked in the vacant, new position.

16.3. Distribution of Job Information

Upon initial employment as a bargaining unit employee, and upon each change in classification thereafter, employees shall be furnished a copy of the applicable job description, a specification of the monthly and hourly rates applicable to their position, a statement of the employee's regular work site, regularly assigned work shift, and the prescribed workweek. A copy of this information shall be signed and dated by the employee and returned to their supervisor.

16.4. Paychecks

16.4.1. All regular paychecks of employees in the bargaining unit shall be itemized to show all deductions withheld. The type and nature of each deduction shall be clearly identified on each pay stub.

16.4.2. Regular employees in the bargaining unit shall receive their regular paychecks once per month, payable on the last working day of the month based on the Placer County uniform payroll system in which the employee was in paid status. The parties to this Agreement recognize there are exceptions to this, whereby certain employees and certain payments for services rendered are made on or before the 10th calendar day following the end of the monthly pay period. The parties recognize periodic difficulties in mail or other delivery systems involving the County Office of Education.

16.5. Payroll Errors

Whenever it is determined that an error has been made in the calculation or reporting in any classified employee payroll or in the payment of any classified employee's salary, the District shall as soon as possible, in cooperation with the County Office of Education, within five (5) working days following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds.

16.6. Special Payments

Any payroll adjustment due to an employee in the bargaining unit as a result of working out of class shall be made and a supplemental check issued not later than the 10th of the following month. (Ed. Code 45110)

16.7. Mileage

An employee in the bargaining unit required to use their own vehicle on District business shall be reimbursed according to the current allowable rate in effect by the Internal Revenue Service.

16.8. Other Expenses

16.8.1. The district shall provide for the payment of the actual and necessary expenses including

travel expenses of any employee of the District incurred in performing services for the District whether within or outside the District, under the direction of the Board of Trustees.

16.8.2. The District agrees to provide insurance coverage above and beyond the standard deductible amount for all employees required to use personal tools as a condition of employment. Said tools and replacements value are to be listed upon a scheduled coverage form completed by the employee, verified by the District, and on file with the District's insurance carrier.

16.8.3. The District agrees to replace any tool that is no longer functional, that is owned by a Heavy Duty Diesel and Equipment Mechanic, is required for work, used specifically for work purposes, and is not covered under a manufacturer's warranty. If the tool is under a partial warranty, the District will reimburse the difference between the warranty and the cost of a new tool. All tool replacements must have prior approval by the Director of Transportation or designee.

16.9. Lost Checks/Returned Automated Clearing House (ACH) Payment

16.9.1. If an employee's payroll check is lost by the District or a District error results in the return of an ACH, the District shall process a check as soon as possible under the provisions of Section 16.4.1 of this Article and Education Code Section 45167.

16.9.2. If a payroll check is lost by an employee, the following procedure is followed:

1. Employee completes affidavit-verifying loss.
2. Affidavit filed with Placer County Office of Education and Placer County Auditor/Controller.
3. Controller issues stop pay order to bank.
4. Controller issues new warrant within thirty (30) days. The District will make every effort to encourage the County Auditor to issue a check sooner than thirty (30) days if possible.

16.9.3. Any changes made to an ACH will have a processing time for the District of two weeks. If an ACH is returned as a result of the employee's actions (i.e. account closed), the following procedure will be followed:

1. The District will advise the County Office of Education
2. The District is required to wait for notification from the County Office of Education that the funds have been returned to the County. This process can take from one to five days, depending upon weekends and holidays.
3. Upon receipt of notification from the County Office of Education, the District will

issue a check through Accounts Payable.

16.10. Compensation for Working Out of Classification

An employee assigned by their supervisor to duties not a part of their classification shall have their salary adjusted upward for every 0.5 hours he/she is required to work in a higher classification. If assigned to duties normally performed by employees in a higher classification, the employee shall receive the regular rate of pay for that classification at the step on which he/she is assigned in their regular classification. If assigned to duties normally performed by employees in a lower classification, the employee shall receive their regular rate of pay.

16.10.1. If an employee accepts an assignment outside of their regular classification and outside of their normal contract hours (e.g. extra duty, substitute), the employee shall receive Steps 1, 2, 3, or 4 for that classification based on training and/or experience.

16.11. Longevity

An Annual Longevity Payment, divided evenly across pay periods, will be added to an employee's annual salary starting after the completion of years of service based on the schedule below (i.e. 12 month employee). Less than full time employees will be prorated by hours per day and months per year as compared to a full time twelve (12) month employee.

1. \$1100/year at the completion of the 10th consecutive year, beginning in the 11th year
 - \$91.67 per month for a 12 month employee
 - \$100.00 per month for a 11 month employee
2. \$1600/year at the completion of the 15th consecutive year, beginning in the 15th year
 - \$133.33 per month for a 12 month employee
 - \$145.45 per month for a 11 month employee
3. \$2100/year at the completion of the 20th consecutive year, beginning in the 21st year
 - \$175.00 per month for a 12 month employee
 - \$190.91 per month for a 11 month employee
4. \$2600/year at the completion of the 25th consecutive year, beginning in the 26th year
 - \$216.67 per month for a 12 month employee
 - \$236.36 per month for a 11 month employee
5. \$3100/year at the completion of the 30th consecutive year, beginning in the 31st year
 - \$258.33 per month for a 12 month employee
 - \$281.82 per month for a 11 month employee

Transition Period: Employees who retire on or before June 30, 2023, shall receive an additional payment equaling the amount of longevity pay they would have received under the 2017-2020 (board approved 6-21-19) contract and the actual amount of longevity pay they have received since July 1, 2020. This final payment may not be reportable to CalPERS when a final retirement settlement is made from CalPERS.

16.12. Summer Help

Employees working in Summer Programs will be paid based on the Summer Salary Schedule. This schedule includes a 3% increase in addition to the current Classified Salary Schedule. An employee working within their current classification will be placed at the same Step during the Summer Program as he/she would receive during that fiscal year.

16.13. Intensive Instruction

Any paraprofessional who does intensive instruction before or after their normal working hours will receive \$16.00 per hour or their normal rate, whichever is higher.

16.14. SDC Instructional Assistants

Each year, based on the needs of the Special Education program and student needs, the District will designate Special Education Instructional Assistants as:

SDC (Special Day Class) program Aides
RSP (Resource Specialist Program) program Aides 1:1 Aides

16.15. Bilingual Stipends

Employees who are required to use their bilingual skills significantly in the course of their normal workday to communicate with the students, families, and/or public on a regular basis may request and receive an annual Bilingual stipend payment of \$750.00 added to their current salary, to be paid monthly, prorated to their pay cycle. This stipend requires the approval of their site administrator.

16.16. After an employee becomes permanent, the District, upon request by the employee, may reimburse employees for reasonable and necessary job related pre-employment costs incurred by the employee, which exceed District paid pre-employment costs.

16.17. The District may, upon request by a current employee, authorize and pay for training for an employee that would allow the employee to meet the requirements for a posted vacancy.

ARTICLE 17
HEALTH AND WELFARE BENEFITS

17.

17.1. Effective July 1, 2016, the District shall be obligated to pay, as a maximum premium payment per full time employee, the following amounts annually toward the employee's choice of District-CSEA #383 approved plans. Approved Plans shall be on a three-tiered rate structure as listed below. Monthly amounts are based upon twelve (12) months and will be adjusted for employees working less than a twelve (12) month contract. Part-time employees are not obligated to be enrolled in the insurance program. Effective January 1, 2024:

Twelve (12) months

Employee Only (Single) \$9,505 (\$792.08 per month for twelve (12) months)

Employee+One (1) \$10,933 (\$911.08 per month for twelve (12) months)

Employee+Family \$14,809 (\$1,234.08 per month for twelve (12) months)

Eleven (11) months

Employee Only (Single) \$9,505 (\$864.09 per month for eleven (11) months)

Employee+One (1) \$10,933 (\$993.91 per month for eleven (11) months)

Employee+Family \$14,809 (1343.27 per month for eleven (11) months)

17.1.1. Classified employees will be obligated to pay the excess monthly benefit costs over the maximum district contribution per month for all health and welfare benefits. All eligible employees shall remit excess monthly benefit costs over the maximum district contribution as set forth in Section 17.1 by personal check or by filing an authorization for payroll deduction. Such deduction shall continue for those employees until rescinded.

17.1.2. The District will provide an IRC 125 Plan to allow employees to make pre-tax contributions for excess costs over the district's monthly contributions for health and welfare benefits.

17.1.3. Long-term disability is no longer included in this plan.

17.2. Eligibility

An eligible employee is defined as any regularly employed member of the bargaining unit who works a minimum of .5 FTE per month for the school year and who qualifies under the provisions of the California State Law for participation in the Public Employees Retirement System.

17.2.1. Effective July 1, 1988, all current unit employees as of July 1, 1988, shall continue to receive benefits paid by the District in accordance with Section 17.1 above providing eligibility qualifications under Section 17.2 in the Agreement have been met.

17.2.2. New employees shall become eligible for benefits coverage pursuant to the provisions of this Article immediately after their date of hire as permitted by the carrier. The date of

hire is the day after board approval. Medical benefits may be approved prior to board approval at the discretion of the Superintendent Chief Learning Officer or designee.

17.2.3. Section 17.2 of the Agreement shall define an eligible new employee for fully paid health benefits as one who is employed for at least six (6) hours per day, five (5) days per week for either an eleven (11) or twelve (12) month basis. Thereafter the District shall be obligated according to the provisions under Section 17.1.1 above to make health benefit premium payments at a prorated basis from six (6) hours down to a minimum hourly eligibility of four (4) hours. The pro-ration shall be calculated as follows:

At least 6 hours or more	100% of benefits
At least 5.0 to 5.9 hours	90% of benefits
At least 4.0 to 4.9 hours	80% of benefits

17.3. Continuation – Paid Leave

The District agrees to continue payments for medical and dental programs provided for in Sections 17.1 and 17.2 of this Article during the absence of any eligible employee in the bargaining unit who is on any paid leave.

17.4. Retiree Fringe Benefits

Retiree benefits shall be accorded effective September 1, 1988, to only those current employees in the classified unit. The following amendments shall be made to Section 17.4 under this provision:

17.4.1. To be eligible for this fringe benefit, the retiring bargaining unit employee must have reached age 55, and have been employed by the Tahoe Truckee Unified School District for twenty (20) or more years. At age 55, 75% will be paid by the district, at age 56 80% will be paid by the district, at age 57 90% will be paid by the district and at age 58 100% will be paid by the district or 100% will be paid by the district if the employee has reached age 55 with twenty-five years of service.

17.4.2. Eligibility for PERS shall be certified prior to obtaining any health benefits under this provision. The District shall continue to provide full health, medical, dental, and hospitalization benefits equivalent to that provided active bargaining unit employees for each eligible retired employee and their dependents, until Medicare eligible.

17.4.3. The coverage of health benefits may be changed subsequently to be the same coverage of the unit employees that may have resulted from any collective bargaining agreements. The rate of premiums that shall be paid by the District shall be up to the maximum District obligation level in effect as of June 30th of the fiscal year during which retirement becomes effective.

17.4.4. The District shall allow the retired employee to supplement Medicare to a level commensurate with the medical benefits of regular employees at that time at no cost to the District.

17.4.5. For unit members not eligible for the above, at age 65, the District will allow the retired employee to supplement Medicare to a level commensurate with the medical benefits of regular employees at that time at no cost to the District.

17.4.6. The District has no alternative to Social Security

17.5. Benefit Plan Continuation

Employees who are retired and not eligible for benefits under Section 17.4, or on unpaid leave of absence, shall have the option of continuing to participate in the Health and Welfare benefits at no cost to the District and subject to any requirements or provisions of the respective health benefit carriers.

17.6. Continuation - Layoff

Any unit employee who is laid off for lack of work or lack of funds shall have the option of maintaining health, medical, and hospitalization benefits equivalent to that provided to active employees for an additional eighteen (18) months.

ARTICLE 18
SAVINGS

18.

- 18.1.** If any provisions of this Agreement are held to be contrary to law by the Educational Employment Relations Board or its successor or a Court of competent jurisdiction, such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions of this Agreement shall continue in full force and effect. If a provision is deemed to be invalid, the parties shall upon request from either party, meet to renegotiate the provisions deemed invalid.

ARTICLE 19 HIRING

19.

19.1. Selection and Employment

The selection and employment of new classified employees shall be the responsibility of the Superintendent Chief Learning Officer or his designee subject to approval by the Board of Trustees.

- 19.1.1.** The Superintendent Chief Learning Officer or their designee shall interview and make recommendations to the Board of the names of persons qualified to fill positions and vacancies in the classified service. Each nomination shall be supported by a statement of the personal qualifications of the candidate for a position. If the position requires immediate replacement, the Superintendent Chief Learning Officer shall fill the position subject to the latter approval of the Board.
- 19.1.2.** New employees shall be hired at the probationary step of the appropriate range on the salary schedule; however, in the event a person employed by the District is found to possess especially desirable qualifications for the positions through training or experience, the Superintendent Chief Learning Officer or designee may authorize their placement up to Step 7 on of the salary schedule as justified in the position description through training, education and/or related experience.
- 19.1.3.** Within twenty-four months after separation from the District, former employees returning to the same classification in which they were last employed may be placed on the salary schedule up to the step at which they were when they separated from the district. The seniority date will be the new date of employment.
- 19.1.4.** Upon initial employment, and each change in classification, each affected employee in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his or her position, a statement of the duties of the position, a statement of the employee's regular work site, regularly assigned work shift, the hours per day, days per week, and months per year. The District shall make available Association enrollment materials.

19.2. Student Employees

The District may employ students pursuant to the JTPA program or other similar programs for the employment of students. Students will be allowed to assist Food Service staff during times of need. The District may not directly or indirectly affect the wages, hours, transfer, or reassignment of any employee in the bargaining unit, nor fail to fill vacant existing positions as a result of the institution of this program. The District agrees to provide classified employees input into the selection process, provide appropriate training for those classified employees who will be assigned supervision of students, and to seek the input of those classified employees into the evaluation of the students.

19.3. Short-Term Employees

A short-term employee is defined as a person who is employed to perform a service for the District, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis.

19.3.1. The District shall not employ any short-term employee in any vacant bargaining unit position nor in any position that would directly or indirectly affect the wages, hours, transfer, or reassignment of any employee in the bargaining unit.

19.3.2. No employee shall fill a short-term position or positions for more than one-hundred ninety-five (195) days in any twelve (12) consecutive months pursuant to Education Code 45103.

19.3.3. If a short term employee is utilized in a short term position for more than one hundred ninety-five (195) days, the position shall become a bargaining unit position.

19.4. Restricted Employees

A restricted employee is defined as a person employed by the District pursuant to California Education Code Sections 45105 and 45108.

19.4.1. The District shall not employ any restricted employee in any position that would directly or indirectly affect the wages, hours, transfer, or reassignment of any employee in the bargaining unit.

19.5. Substitute Employee

A substitute employee means any person employed to replace any bargaining unit employee who is temporarily absent from duty.

19.5.1. The District, if engaged in a procedure to hire a permanent employee to fill a vacancy in a bargaining unit position, may fill the vacancy through the employment, for not more than sixty (60) calendar days, of one or more substitute employee

19.5.2. If the district must reduce staff by attrition, the vacant position is subject to the conditions of 21.13 through 21.16. The intent of this section is to alleviate increased workloads due to attrition.

19.6. All summer jobs will be posted and all persons hired based on experience and the ability to perform the job. Ed code 45102.

19.7. Bargaining Unit New Hire Reporting.

19.7.1. In compliance with Government Code section 3558, the District will provide CSEA with a list including the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the employer, and home

address of every employee newly hired into the bargaining unit within 30 days of the date of hire or by the first pay period of the month following the hire.

- 19.7.2.** The District will provide CSEA with sufficient notice (at least 10 days where possible) each time the District makes a one-on-one or group processing/orientation appointment(s) for new employees whose job classification is assigned to the bargaining unit. The notice shall include the date, time, and location of the appointment. Notification shall be sent to the CSEA Labor Relations Representative of record or the CSEA Chapter 383 President of Record.
- 19.7.3.** These lists will be conveyed to CSEA by means agreed to by both parties.

ARTICLE 20
CLASSIFICATION, RECLASSIFICATION
AND ABOLITION OF POSITIONS

20.

20.1. Placement in Class

Every bargaining unit position shall be placed in a class.

20.2. Salary Placement of Reclassified Positions

When a position or class of positions is reclassified, the position or positions shall be placed on the salary schedule in a range, which has been negotiated to a settlement and ratified by both parties.

20.3. Reclassification Requirements

Reclassification of any employee shall be subject to a mutual written agreement between the District and CSEA. CSEA shall have the right to recommend reclassification.

20.4. New Positions or Classes of Positions

Any newly created positions or classes of positions for which CSEA is certified, unless specifically exempted by law, shall be assigned to the bargaining unit.

20.5. Incumbent Rights

When an entire class of positions is reclassified, the incumbents in the positions shall be entitled to serve in the new reclassified positions.

20.5.1. When a position or positions are less than the total class is or are reclassified, incumbents in the positions who have been in the position for one (1) year or more shall be reallocated to the higher class. If an incumbent in such a position has not served in that position for one (1) year or more, then the new position shall be considered a vacant position subject to the lateral transfer and promotion provisions of this Agreement.

20.6. Downward Adjustment

20.6.1. Any involuntary downward adjustment of any position or class of positions shall be considered a demotion.

20.6.2. Any voluntary downward adjustment of any position or class of positions shall not be considered a demotion. A voluntary downward adjustment of a position in a “closely related classification”, as defined in Article 2.3, will be placed at the same step as the position from which they are moving and will be eligible for an annual step increase as long as they have been in the current and related position per Article 16.2.1. A voluntary downward adjustment of any position or class of positions that is not considered a “closely related classification”, as defined in Article 2.3, will be placed at steps 1-4 of the salary schedule as justified in the position description through training, education, and/or

experience.

20.7. Abolition of a Position or Class of Positions

If the District decides to abolish a position or class of positions, it shall notify CSEA in writing. If CSEA so requests at least twenty (20) working days prior to such an act concerning the effect of such a decision, the parties shall begin to meet and negotiate.

20.8. Effects of Classification and Reclassification

The District shall notify CSEA prior to any reclassification and meet and negotiate the effects of any classification, reclassification, or the combining of existing classifications.

20.9. Y-Rating

In the event that an employee moves from a higher paying classification to a lower paying classification involuntarily, either CSEA or the District may request to meet and negotiate the circumstances under which the y-rating will occur. Concern for the classification system shall be balanced against unusual circumstances warranting y rating.

**ARTICLE 21
LAYOFF AND REEMPLOYMENT**

21.

21.1. Layoff shall occur only for lack of work or lack of funds.

21.2. Notice of Layoff

21.2.1. When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified employees will be subject to layoff for lack of funds, the employees to be laid off at the end of such school year shall be given written notice on or before April 29, informing them of their layoff effective at the end of such school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30, such notice shall be given not less than sixty (60) days prior to the effective date of their layoff.

21.2.2. When, as a result of a bona fide reduction or elimination of the service being performed by any department, classified employees shall be subject to layoff for lack of work, affected employees shall be given notice of layoff on or before March 15 and informed of their displacement rights, if any, and reemployment rights.

21.2.3. Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of classified employees, nor layoff for lack of work resulting from causes not foreseeable or preventable by the Governing Board, without the notice required by subsection (1) or (2) hereof.

21.3. Order of Layoff

Layoffs shall be effected within a class. The order of layoff shall be based on seniority within that class and higher classes throughout the District. An employee with the least seniority within the class plus higher classes shall be laid off first. The seniority list will be determined by the first day in paid status in the current class, plus higher classes. The names of employees thus laid off shall be placed upon the reemployment list for the class from which they were laid off. Names on the reemployment list shall be in the relative order of seniority.

21.3.1. Displacement Within a Classification. When one or more positions in a classification are eliminated, affected employees within the classification will be entitled to maintain their current number of assigned hours if there are less senior employee(s) within the classification with the same number of assigned hours.

21.3.2. Voluntary Reductions in Assigned Time Within a Classification. When one or more positions in a classification are eliminated, affected employees within the classification will be entitled to a voluntary reduction in assigned time to fewer hours in the same classification if there are employee(s) in the classification with less seniority and fewer hours.

21.3.3. Bumping Into a Lower Classification.

When one or more positions in a classification are eliminated, an employee laid off from their present class and who has previous service in a lower class shall have the right to bump an employee with less seniority in that class. Seniority shall include the total of the previous service in the lower class plus service in the class from which layoff occurs and in higher classes. The employee may continue to bump into such lower classes where he/she has previous service to avoid layoff. Employees who bump into a lower classification will be placed on their current salary schedule step in their new range.

21.4. Bumping Rights

An employee laid off from their present class and who has previous service in a lower class shall have the right to bump an employee with less seniority in that class. Seniority shall include the total of the previous service in the lower class plus service in the class from which layoff occurs and in higher classes. The employee may continue to bump into such lower classes where he/she has previous service to avoid layoffs.

21.5. Layoff in Lieu of Bumping

An employee who elects a layoff in lieu of bumping maintains their reemployment rights per this contract.

21.6. Equal Seniority

If two or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off shall be made by lot.

21.7. Reemployment Rights

Laid off persons are eligible for reemployment in the class from which they are laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff. Such employees shall be reemployed in preference to new applicants. In addition, such laid off employees have the right to participate in promotional examinations within the District during the period of thirty-nine (39) months following layoff. An employee on a reemployment list shall be notified of promotional opportunities in accordance with Article 10.1.

21.8. Voluntary Demotions or Voluntary Reductions in Assigned Time

21.8.1. Employees who take voluntary demotions or voluntary reductions in assignment time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to twenty-four (24) months, provided that the same tests of fitness under which they qualified for appointment to the class shall apply. CSEA shall be advised in writing of such employee decision.

21.8.2. Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall, at the employee's option, be returned to a position in their former class or to positions with increased assigned time as vacancies become available, and with no time limit, except that they shall be ranked in accordance with their seniority on any valid reemployment list.

21.9. Retirement in Lieu of Layoff

21.9.1. Notwithstanding any other provision of law, any person who was subject to begin, or was in fact, laid off for lack of work or lack of funds and who elected service retirement from the Public Employees' Retirement System (PERS) shall be placed on a thirty-nine (39) month reemployment list. The District shall notify the Board of Administration of PERS of the fact that retirement was due to layoff for lack of work or of funds. If he/she is subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of PERS has properly processed their request for reinstatement from retirement.

21.9.2. An employee subject to this Section, who retires and is eligible for reemployment, and who declines an offer of reemployment equal to that from which laid off, shall be deemed to be permanently retired.

21.9.3. Any election to retire after being placed on a reemployment list shall be deemed to be a permanent retirement.

21.9.4. Seniority Roster: The District shall maintain an updated seniority roster of classified employees indicating the employees' class seniority, present classification, and hire date seniority. Rosters will be available to CSEA in accordance with Article 5.1.5.

21.10. Recall from Layoff

Employees being recalled from layoff status shall be notified by email, or, if no email address is provided, by regular mail to the address on file in the District Office, based on employee preference. The District may also phone employees who are difficult to reach. Employees who plan to return must respond by telephone or in writing within five (5) working days upon receipt of notification to return. Actual reporting to work must then occur within fifteen (15) working days after receipt of the notification to return unless special arrangements have been made with the District Office to return later.

21.11. Seniority During Layoff (Employees Not Exercising Other Rights of Bumping, etc.)

Upon return to work, all time during which an employee is on layoff shall be counted for seniority purposes, not to exceed thirty-nine months, except that during such time the individual will not accrue vacation, sick leave, holidays, or other benefits, nor be entitled to other benefits.

21.12. Reemployment in Highest Class

Employees shall be reemployed in the highest rated job classification available in accordance with their class seniority. Employees who accept a position lower than their highest former class shall retain their original thirty-nine (39) months rights to the higher paid position.

- 21.13.** The District agrees not to utilize substitute, temporary, short-term, volunteer, management, confidential, supervisory, certificated, students or other non-unit persons where there has been a layoff.
- 21.14.** The District agrees not to increase the workload of unit members, including the increased need of overtime, as a result of a layoff.
- 21.15.** It is further agreed and understood that the District will do without the services provided by those unit members eliminated as a result of a layoff, even though some or all of the unit members holding the positions actually eliminated may still be employed as a result of the exercise of bumping rights.
- 21.16.** All unit members on layoff shall be offered any substitute time available within the bargaining unit in classifications or positions as previously occupied.
- 21.17.** When a position is eliminated from the District, but attrition makes layoff or reduction in the hours of a bargaining unit member unnecessary with the transfer of a unit member, such a transfer will be carried out pursuant to Article 11.4.

ARTICLE 22
COMPLETION OF MEET AND NEGOTIATE

22.

22.1. This Agreement constitutes the entire agreement between the parties and concludes meet and negotiate for the terms of this Agreement. All matters not specifically enumerated within the provisions of this Agreement shall be deemed to be the sole decision of the Board of Trustees.

22.2. During the term of this Agreement, CSEA and the District expressly waive and relinquish the right to meet and negotiate and it is agreed that CSEA and the District shall not be obligated to meet and negotiate with respect to any subject matter whether referred to or covered in this Agreement or not, even though such subjects or matters may not have been within the knowledge or contemplation of either or both the District and CSEA at the time they met and negotiated and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn, with the exception that this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

22.3. Future Negotiations

Notwithstanding the above, and in accordance with the provisions of the Government Code of California, Chapter 10.7, Sections 3540-3549, it is agreed by the parties that the term of the Master Agreement begins on July 1, 2023, and expires on June 30, 2026.

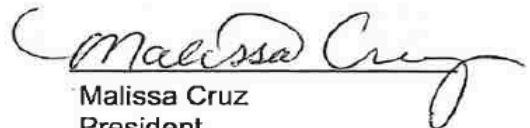
22.3.1. CSEA shall present its initial reopener proposals so they may be publicly noticed at a regular Board Meeting in September of each year. The District shall subsequently present its initial reopener Agreement proposals to CSEA #383 for public notice at a regular Board Meeting in October. Reopener negotiations will cover wages, health, and welfare benefits and up to two (2) articles chosen by CSEA and up to two (2) articles chosen by the District.

22.3.2. Upon satisfaction of the public notice requirements pursuant to Government Code Section 3547, negotiations shall commence following the Board's action on the proposals and completion of the state budget. Any alterations or amendments to this Agreement caused by such negotiations shall not be effective unless reduced to writing and properly ratified and signed by both parties.

22.4. Any extension of this Contract beyond the dates specified herein shall be in writing and signed voluntarily by both parties. Any extension of this Agreement shall be mutually agreed upon in writing.



Mike Shepherd
Executive Director of Human Resources
Tahoe Truckee Unified School District



Malissa Cruz
President
CSEA, Chapter #383

Classified Salary Schedule

Range	Job Class	Step - hourly rates									
		01	02	03	04	05	06	07	08	09	10
09	FOOD SERVICE WORKER; INST. ASSIST.-SP. FRIENDS; INST. ASSIST.; INST. ASSIST.-CHILD CARE/DVLP MNT I.; INST. ASST.-TEACHER SUPPORT; YARD DUTY SUPERVISOR	18.73	19.49	20.28	21.09	21.93	22.79	23.70	24.64	25.63	26.65
10	INST. ASST.-BILINGUAL	19.20	19.97	20.74	21.59	22.46	23.33	24.29	25.26	26.29	27.29
12	CAMPUS MONITOR	20.14	20.95	21.78	22.71	23.62	24.54	25.54	26.55	27.65	28.74
13	ENHANCEMENT PARA.; INST. ASST.-SPECIAL ED.; INST. ASSIST. - CHILD CARE/DVLP MNT II; HEALTH AID	20.65	21.48	22.35	23.23	24.18	25.17	26.17	27.21	28.28	29.42
14	COOK; CUSTODIAN; GROUNDSKEEPER; INST. ASST.-LIBRARY MEDIA ASST.; TECHNOLOGY HELP DESK; LEAD INST. ASST.-SPECIAL ED/SIGN/BRAIL; REGISTERED BEHAVIOR TECHNICIAN; ASSISTIVE TECHNOLOGY TECHNICIAN	21.17	22.02	22.90	23.81	24.77	25.77	26.80	27.86	28.98	30.14
16	WAREHOUSE DELIVERY DRIVER	22.25	23.15	24.11	25.02	26.05	27.08	28.20	29.33	30.50	31.71
17	COMMUNITY LIAISON	22.80	23.71	24.65	25.64	26.67	27.76	28.85	29.97	31.22	32.44
18	MAINTENANCE PERSON	23.36	24.33	25.29	26.31	27.37	28.47	29.60	30.75	31.99	33.28
20	CAREER CENTER TECH; PLACEMENT WORKABILITY SPECIALIST; CAREER TECHNICAL ED. TECH.	24.58	25.56	26.57	27.67	28.77	29.88	31.12	32.33	33.65	34.98
21	HIGH SCHOOL ATTENDANCE SECRETARY	25.18	26.20	27.22	28.32	29.43	30.61	31.85	33.11	34.45	35.81
22	HEAD CUSTODIAN; HIGH SCHOOL REGISTRAR; SECRETARY-SCHOOL; SCHOOL BUS DRIVER; RECEPTIONIST-DISTRICT OFFICE	25.80	26.86	27.92	29.01	30.19	31.39	32.68	33.95	35.32	36.71
23	ADMIN. SECRETARY-FACILITIES; ADMIN. SECRETARY-ADULT ED/CTE/COLLEGE/CAREER; ADMIN. SECRETARY-FOOD SERVICE; ADMIN. SECRETARY-SCHOOL; ADMIN. SECRETARY-TECHNOLOGY	26.44	27.48	28.61	29.76	30.96	32.16	33.47	34.79	36.15	37.67
24	CURRICULUM DATA ASSESSMENT TECH.; TECHNOLOGY SVCS SPECIALIST I	27.08	28.20	29.33	30.50	31.71	32.97	34.31	35.66	37.09	38.56
25	A/P TECH.; EMP. BENEFITS CLERK/SUB SCHEDULING TECH	27.79	28.88	30.05	31.26	32.49	33.82	35.17	36.57	38.02	39.57
26	BUDGET TECH.	28.49	29.63	30.81	32.05	33.33	34.67	36.07	37.49	38.94	40.52
27	DISPATCHER-TRANS.; VEHICLE SVC WORKER	29.19	30.37	31.58	32.86	34.15	35.54	36.97	38.44	39.94	41.55
29	ADMIN ASST.-FACILITIES; ADMIN ASST.-M&O; ADMIN ASST.-TRANS.; ADMIN ASST.-STUDENT SERVICES; CARPENTRY CRFT PRSN; EARLY LEARNING SITE SUPERVISOR; ELECTRTCL TECH.; EQUIP. OPER.; LEAD DISPATCHER/ SCHEDULER-TRANS.; MAINT. CRFT PRSN; PAINTING CRFT PRSN; PLMBNG HTNG/COOLING CRFT PRSN.; SCHOOL BUS DRIVER-INSTR.; WAREHOUSE OPERATIONS SPECIALIST; TECHNOLOGY AND INFORMATION SERVICES TECH.;	30.68	31.91	33.17	34.50	35.90	37.31	38.83	40.38	41.99	43.67
30	BILINGUAL TRANSLATOR INTERPRETER	31.43	32.72	34.00	35.38	36.82	38.25	39.79	41.37	43.05	44.75
31	ADMIN. ASST. ED SVCS.; ADMIN. ASST. STUDENT SVCS.; CREDENTIALS TECH.; DATA MGT. SPECIALIST; WELLNESS CENTER SPECIALIST; PAYROLL TECH.	32.26	33.52	34.86	36.28	37.72	39.24	40.79	42.43	44.10	45.90
33	STUDENT INFORMATION SYSTEM SPECIALIST; CALPADS SPECIALIST	33.89	35.22	36.63	38.09	39.60	41.22	42.82	44.60	46.35	48.18
36	HEAVY DUTY DIESEL AND EQUIPMENT MECHANIC; TECHNOLOGY SVCS SPECIALIST II	36.50	37.93	39.45	41.02	42.64	44.39	46.11	48.03	49.91	51.88

Additional Benefits:

Annual Health & Welfare Benefit Cap: Employee Only \$9,505; Employee+1 \$10,933; Employee+Family \$14,809; Emp Only Life Insurance \$50,000

Board Approved: May 15, 2024

THIS PAGE WILL CONTAIN THE CURRENT SCHOOL MINIMUM DAY CALENDAR

2024-2025 School Calendar

JULY							HOLIDAYS	JANUARY						
S	M	T	W	T	F	S	Fourth of July 07/04/24	S	M	T	W	T	F	S
							Labor Day 09/02/24				1	2	3	4
	1	2	3	4	5	6	Veteran's Day 11/11/24	5	6	7	8	9	10	11
7	8	9	10	11	12	13	Thanksgiving Day 11/28/24	12	13	14	15	16	17	18
14	15	16	17	18	19	20	Christmas Day 12/25/24	19	20	21	22	23	24	25
21	22	23	24	25	26	27	New Years Day 01/01/25	26	27	28	29	30	31	
28	29	30	31			0	Martin Luther King Day 01/20/25							19
AUGUST							HOLIDAYS	FEBRUARY						
S	M	T	W	T	F	S	Presidents Day 02/17/24	S	M	T	W	T	F	S
				1	2	3	Lincoln's Birthday (Observed) 02/18/25							1
4	5	6	7	8	9	10	Memorial Day 05/26/25	2	3	4	5	6	7	8
11	12	13	14	15	16	17	Juneteenth 06/19/2025	9	10	11	12	13	14	15
							LOCAL HOLIDAYS							
18	19	20	21	22	23	24	Thanksgiving Break 11/27 - 11/29	16	17	18	19	20	21	22
25	26	27	28	29	30	31	December Break 12/23 - 01/03	23	24	25	26	27	28	18
						4	Spring Break 04/14-04/18							
SEPTEMBER							HOLIDAYS	MARCH						
S	M	T	W	T	F	S		S	M	T	W	T	F	S
1	2	3	4	5	6	7								1
8	9	10	11	12	13	14		2	3	4	5	6	7	8
15	16	17	18	19	20	21		9	10	11	12	13	14	15
22	23	24	25	26	27	28		16	17	18	19	20	21	22
29	30					20		23	24	25	26	27	28	29
							New Educator's Academy - August 20	30	31					21
OCTOBER							TEACHER CONTRACT DAYS (NO SCHOOL)	APRIL						
S	M	T	W	T	F	S	August 21-26 & November 1	S	M	T	W	T	F	S
		1	2	3	4	5	Summer Programs Start/End Dates			1	2	3	4	5
6	7	8	9	10	11	12	ALL SCHOOLS MINIMUM DAY	6	7	8	9	10	11	12
13	14	15	16	17	18	19	Conference Week - TK-8 MINIMUM DAYS	13	14	15	16	17	18	19
20	21	22	23	24	25	26	MIDDLE SCHOOLS MINIMUM DAY	20	21	22	23	24	25	26
27	28	29	30	31		23	MIDDLE/HIGH SCHOOLS MINIMUM DAY	27	28	29	30			17
NOVEMBER							HOLIDAYS	MAY						
S	M	T	W	T	F	S	HIGH SCHOOL FINALS: JANUARY 23-24 AND LAST 2 DAYS OF SCHOOL	S	M	T	W	T	F	S
					1	2						1	2	3
3	4	5	6	7	8	9	Board Approved TBD	4	5	6	7	8	9	10
10	11	12	13	14	15	16		11	12	13	14	15	16	17
17	18	19	20	21	22	23	FIRST DAY OF SCHOOL August 27	18	19	20	21	22	23	24
24	25	26	27	28	29	30		25	26	27	28	29	30	31
						16								21
DECEMBER							HOLIDAYS	JUNE						
S	M	T	W	T	F	S	The last day of school is June 18, which has Seven Snow Days built in. Snow days not used will be deducted. Additional snow days will be added as necessary.	S	M	T	W	T	F	S
1	2	3	4	5	6	7		1	2	3	4	5	6	7
8	9	10	11	12	13	14		8	9	10	11	12	13	14
15	16	17	18	19	20	21		15	16	17	18	19	20	21
22	23	24	25	26	27	28		22	23	24	25	26	27	28
29	30	31				15		29	30					6
August through December						78	TOTAL NUMBER OF STUDENT DAYS	January through June						102
							180							

**THIS PAGE WILL CONTAIN THE CURRENT 195 DAY
CLASSIFIED CALENDAR**

2024-2025 School Calendar

JULY							Classified Employees 195 [195 Days = 182 Days + 13 Holiday]							JANUARY						
S	M	T	W	T	F	S								S	M	T	W	T	F	S
	1	2	3	4	5	6	Start Date August 23, 2024										1	2	3	4
7	8	9	10	11	12	13	End Date: Last Student Attendance Day							5	6	7	8	9	10	11
14	15	16	17	18	19	20	FEDERAL HOLIDAYS							12	13	14	15	16	17	18
21	22	23	24	25	26	27	School District Paid Holidays							19	20	21	22	23	24	25
28	29	30	31			0	NON-CONTRACT UNPAID DAY							26	27	28	29	30	31	19
AUGUST							FIRST DAY OF SCHOOL August 27							FEBRUARY						
S	M	T	W	T	F	S	LAST DAY OF SCHOOL JUNE 18							S	M	T	W	T	F	S
				1	2	3	Snow Days: You do not work snow days when school is not in session. THIS CALENDAR HAS SEVEN SNOW DAYS BUILT IN (just like the student calendar). Your last day of work will be affected by the total number of snow days taken. The last day of school is June 18, which has Seven Snow Days built in. Snow days not used will be deducted. Additional snow days will be added as necessary.													1
4	5	6	7	8	9	10								2	3	4	5	6	7	8
11	12	13	14	15	16	17								9	10	11	12	13	14	15
18	19	20	21	22	23	24								16	17	18	19	20	21	22
25	26	27	28	29	30	31								23	24	25	26	27	28	18
						6														
SEPTEMBER							MARCH													
S	M	T	W	T	F	S	S	M	T	W	T	F	S							
1	2	3	4	5	6	7							1							
8	9	10	11	12	13	14	2	3	4	5	6	7	8							
15	16	17	18	19	20	21	9	10	11	12	13	14	15							
22	23	24	25	26	27	28	16	17	18	19	20	21	22							
29	30					20	23	24	25	26	27	28	29							
							30	31					21							
OCTOBER							APRIL													
S	M	T	W	T	F	S	S	M	T	W	T	F	S							
		1	2	3	4	5	Optional Paid Day for Professional Development for Staff									1	2	3	4	5
6	7	8	9	10	11	12	EMPLOYEES FOR THIS CALENDAR							6	7	8	9	10	11	12
13	14	15	16	17	18	19	Assistive Technology Technician Campus Monitor Career Center Technician Community Liaison KBE Food Service - Cook Food Service Worker Enhancement Paraprofessional Instructional Assistant - Bilingual Instructional Assistant - CC/Dev 1&2 Instructional Assistant - CC/Dev Lead Instructional Assistant - Special Ed Instructional Assistant - Teacher Support Instructional Assistant - Special Friends Placement Workability Specialist Registered Behavior Technician Secretary - School TES Transportation - School Bus Driver Yard Duty							13	14	15	16	17	18	19
20	21	22	23	24	25	26								20	21	22	23	24	25	26
27	28	29	30	31		23								27	28	29	30		17	
NOVEMBER														MAY						
S	M	T	W	T	F	S								S	M	T	W	T	F	S
					1	2												1	2	3
3	4	5	6	7	8	9								4	5	6	7	8	9	10
10	11	12	13	14	15	16								11	12	13	14	15	16	17
17	18	19	20	21	22	23								18	19	20	21	22	23	24
24	25	26	27	28	29	30								25	26	27	28	29	30	31
						16														
DECEMBER							JUNE													
S	M	T	W	T	F	S	S	M	T	W	T	F	S							
1	2	3	4	5	6	5	1	2	3	4	5	6	7							
8	9	10	11	12	13	7	8	9	10	11	12	13	14							
15	16	17	18	19	20	21	15	16	17	18	19	20	21							
22	23	24	25	26	27	28	22	23	24	25	26	27	28							
29	30	31				15	29	30					6							
August through December						80	Internal Classified Calendar [CLAS8]						January through June						102	

THIS PAGE WILL CONTAIN THE CURRENT 199 DAY CLASSIFIED CALENDAR

2024-2025 School Calendar

JULY							Classified Employees 199	JANUARY							
S	M	T	W	T	F	S	[199 Days = 186 Days + 13 Holiday]	S	M	T	W	T	F	S	
	1	2	3	4	5	6	Start Date August 19, 2024			1	2	3	4		
7	8	9	10	11	12	13	End Date: Last Student Attendance Day	5	6	7	8	9	10	11	
14	15	16	17	18	19	20		12	13	14	15	16	17	18	
21	22	23	24	25	26	27	FEDERAL HOLIDAYS	19	20	21	22	23	24	25	
28	29	30	31			0	School District Paid Holidays	26	27	28	29	30	31	19	
AUGUST							NON-CONTRACT UNPAID DAY	FEBRUARY							
S	M	T	W	T	F	S	FIRST DAY OF SCHOOL August 27	S	M	T	W	T	F	S	
				1	2	3	LAST DAY OF SCHOOL JUNE 18							1	
4	5	6	7	8	9	10	Snow Days: You do not work snow days when school is not in session. THIS CALENDAR HAS SEVEN SNOW DAYS BUILT IN (just like the student calendar) your last day of work will be affected by the total number of snow days taken.	2	3	4	5	6	7	8	
11	12	13	14	15	16	17		9	10	11	12	13	14	15	
18	19	20	21	22	23	24		16	17	18	19	20	21	22	
25	26	27	28	29	30	21		23	24	25	26	27	28	18	
						10									
SEPTEMBER							The last day of school is June 18, which has Seven Snow Days built in. Snow days not used will be deducted. Additional snow days will be added as necessary.	MARCH							
S	M	T	W	T	F	S		S	M	T	W	T	F	S	
1	2	3	4	5	6	7								1	
8	9	10	11	12	13	14		2	3	4	5	6	7	8	
15	16	17	18	19	20	21		9	10	11	12	13	14	15	
22	23	24	25	26	27	28	16	17	18	19	20	21	22		
29	30					20	23	24	25	26	27	28	29		
							30	31					21		
OCTOBER							Optional Paid Day for Professional Development for Staff	APRIL							
S	M	T	W	T	F	S		S	M	T	W	T	F	S	
		1	2	3	4	5				1	2	3	4	5	
6	7	8	9	10	11	12		6	7	8	9	10	11	12	
13	14	15	16	17	18	19		13	14	15	16	17	18	19	
20	21	22	23	24	25	26	20	21	22	23	24	25	26		
27	28	29	30	31		23	27	28	29	30			17		
NOVEMBER							EMPLOYEES FOR THIS CALENDAR Library Media Assistant Wellness Center Specialist	MAY							
S	M	T	W	T	F	S		S	M	T	W	T	F	S	
					1	2						1	2	3	
3	4	5	6	7	8	9		4	5	6	7	8	9	10	
10	11	12	13	14	15	16		11	12	13	14	15	16	17	
17	18	19	20	21	22	23	18	19	20	21	22	23	24		
24	25	26	27	28	29	30	25	26	27	28	29	30	31		
						16							21		
DECEMBER							Internal Classified Calendar [CLAS6]	JUNE							
S	M	T	W	T	F	S		S	M	T	W	T	F	S	
1	2	3	4	5	6	7		1	2	3	4	5	6	7	
8	9	10	11	12	13	14		8	9	10	11	12	13	14	
15	16	17	18	19	20	21		15	16	17	18	19	20	21	
22	23	24	25	26	27	28	22	23	24	25	26	27	28		
29	30	31				15	29	30					6		
August through December							84	January through June							102

THIS PAGE WILL CONTAIN THE CURRENT 208 DAY CLASSIFIED CALENDAR

2024-2025 School Calendar

JULY							Classified Employees 208							JANUARY						
S	M	T	W	T	F	S	[208 Days = 195 Days + 13 Holidays]							S	M	T	W	T	F	S
	1	2	3	4	5	6	Start Date August 15, 2024										1	2	3	4
7	8	9	10	11	12	13	End Date: June 18 Without Snow Days							5	6	7	8	9	10	11
14	15	16	17	18	19	20	FEDERAL HOLIDAYS							12	13	14	15	16	17	18
21	22	23	24	25	26	27								19	20	21	22	23	24	25
28	29	30	31			0	School District Paid Holidays							26	27	28	29	30	31	19
AUGUST							NON-CONTRACT UNPAID DAY							FEBRUARY						
S	M	T	W	T	F	S	FIRST DAY OF SCHOOL August 27							S	M	T	W	T	F	S
				1	2	3	LAST DAY OF SCHOOL JUNE 18													1
4	5	6	7	8	9	10	Snow Days: You do not work snow days when school is not in session. Your last day of work will be pushed out by the number of snow days taken.							2	3	4	5	6	7	8
11	12	13	14	15	16	17								9	10	11	12	13	14	15
18	19	20	21	22	23	24								16	17	18	19	20	21	22
25	26	27	28	29	30	31								23	24	25	26	27	28	18
						12														
SEPTEMBER							The last day of school is June 18, which has Seven Snow Days built in. For each snowday used, a day will be added to the end of this calendar.							MARCH						
S	M	T	W	T	F	S								S	M	T	W	T	F	S
1	2	3	4	5	6	7														1
8	9	10	11	12	13	14								2	3	4	5	6	7	8
15	16	17	18	19	20	21								9	10	11	12	13	14	15
22	23	24	25	26	27	28	16	17	18	19	20	21	22							
29	30					20	23	24	25	26	27	28	29							
							30	31					21							
OCTOBER							Optional Paid Day for Professional Development for Staff							APRIL						
S	M	T	W	T	F	S								S	M	T	W	T	F	S
		1	2	3	4	5										1	2	3	4	5
6	7	8	9	10	11	12								6	7	8	9	10	11	12
13	14	15	16	17	18	19								13	14	15	16	17	18	19
20	21	22	23	24	25	26	20	21	22	23	24	25	26							
27	28	29	30	31		23	27	28	29	30			17							
NOVEMBER							EMPLOYEES FOR THIS CALENDAR							MAY						
S	M	T	W	T	F	S	Admin Secretary Elementary Career Center Technician - DO Early Learning Site Supervisor Secretary Admin - 11 month Secretary - Attendance Secretary - School (11 months) Warehouse DD - (11 months)							S	M	T	W	T	F	S
				1	2													1	2	3
3	4	5	6	7	8	9								4	5	6	7	8	9	10
10	11	12	13	14	15	16								11	12	13	14	15	16	17
17	18	19	20	21	22	23								18	19	20	21	22	23	24
24	25	26	27	28	29	30	25	26	27	28	29	30	31							
						16							21							
DECEMBER							Internal Classified Calendar [CLAS4]							JUNE						
S	M	T	W	T	F	S								S	M	T	W	T	F	S
1	2	3	4	5	6	7								1	2	3	4	5	6	7
8	9	10	11	12	13	14								8	9	10	11	12	13	14
15	16	17	18	19	20	21								15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28							
29	30	31				15	29	30					13							
August through December						86	January through June						109							

THIS PAGE WILL CONTAIN THE CURRENT 228 DAY CLASSIFIED CALENDAR

2024-2025 School Calendar

JULY							Classified Employees 228 [228 Days = 214 Days + 14 Holidays] Start Date August 1, 2024 End Date June 25 2025	JANUARY														
S	M	T	W	T	F	S		S	M	T	W	T	F	S								
	1	2	3	4	5	6	[228 Days = 214 Days + 14 Holidays]				1	2	3	4								
7	8	9	10	11	12	13	Start Date August 1, 2024	5	6	7	8	9	10	11								
14	15	16	17	18	19	20	End Date June 25 2025	12	13	14	15	16	17	18								
21	22	23	24	25	26	27	FEDERAL HOLIDAYS	19	20	21	22	23	24	25								
28	29	30	31			0	School District Paid Holidays	26	27	28	29	30	31	19								
AUGUST							NON-CONTRACT UNPAID DAY	FEBRUARY														
S	M	T	W	T	F	S	FIRST DAY OF SCHOOL August 27	S	M	T	W	T	F	S								
				1	2	3	LAST DAY OF SCHOOL JUNE 18							1								
4	5	6	7	8	9	10	Snow Days: 228 Day Employees are required to work snow days.	2	3	4	5	6	7	8								
11	12	13	14	15	16	17		9	10	11	12	13	14	15								
18	19	20	21	22	23	24		16	17	18	19	20	21	22								
25	26	27	28	29	30	31		23	24	25	26	27	28	18								
						22																
SEPTEMBER							Optional Paid Day for Professional Development for Staff	MARCH														
S	M	T	W	T	F	S	EMPLOYEES FOR THIS CALENDAR	S	M	T	W	T	F	S								
1	2	3	4	5	6	7	Admin Assistant Student Services							1								
8	9	10	11	12	13	14	Admin Secretary Middle School	2	3	4	5	6	7	8								
15	16	17	18	19	20	21	Admin Secretary Adult Ed/CTE	9	10	11	12	13	14	15								
22	23	24	25	26	27	28	Admin Secretary Food Service	16	17	18	19	20	21	22								
29	30					20	Bilingual Translator/Interpreter	23	24	25	26	27	28	29								
							Community Liaison – District Office	30	31					21								
							Curriculum and Assessment Technician															
OCTOBER							APRIL															
S	M	T	W	T	F	S	S	M	T	W	T	F	S									
		1	2	3	4	5			1	2	3	4	5									
6	7	8	9	10	11	12	6	7	8	9	10	11	12									
13	14	15	16	17	18	19	13	14	15	16	17	18	19									
20	21	22	23	24	25	26	20	21	22	23	24	25	26									
27	28	29	30	31		23	27	28	29	30			22									
NOVEMBER							MAY															
S	M	T	W	T	F	S	S	M	T	W	T	F	S									
					1	2					1	2	3									
3	4	5	6	7	8	9	4	5	6	7	8	9	10									
10	11	12	13	14	15	16	11	12	13	14	15	16	17									
17	18	19	20	21	22	23	18	19	20	21	22	23	24									
24	25	26	27	28	29	30	25	26	27	28	29	30	31									
						16							21									
DECEMBER							JUNE															
S	M	T	W	T	F	S	S	M	T	W	T	F	S									
1	2	3	4	5	6	7	1	2	3	4	5	6	7									
8	9	10	11	12	13	14	8	9	10	11	12	13	14									
15	16	17	18	19	20	21	15	16	17	18	19	20	21									
22	23	24	25	26	27	28	22	23	24	25	26	27	28									
29	30	31				15	29	30					17									
August through December							96	Internal Classified Calendar [CLAS2]							January through June							118

THIS PAGE WILL CONTAIN THE CURRENT 260 DAY CLASSIFIED CALENDAR

2024-2025 School Calendar

JULY							Classified Employees 260 [260 Days = 245 Days + 15 Holidays]	JANUARY						
							FEDERAL HOLIDAYS							
							School District Paid Holidays							
							NON-CONTRACT UNPAID DAY							
							FIRST DAY OF SCHOOL August 27							
							LAST DAY OF SCHOOL JUNE 18							
S	M	T	W	T	F	S	Snow Days: 260 Day Employees are required to work snow days.	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3	4
7	8	9	10	11	12	13		5	6	7	8	9	10	11
14	15	16	17	18	19	20		12	13	14	15	16	17	18
21	22	23	24	25	26	27		19	20	21	22	23	24	25
28	29	30	31			22		26	27	28	29	30	31	21
AUGUST								FEBRUARY						
S	M	T	W	T	F	S		S	M	T	W	T	F	S
				1	2	3								1
4	5	6	7	8	9	10		2	3	4	5	6	7	8
11	12	13	14	15	16	17	9	10	11	12	13	14	15	
18	19	20	21	22	23	24	16	17	18	19	20	21	22	
25	26	27	28	29	30	31	23	24	25	26	27	28	18	
						22								
SEPTEMBER							EMPLOYEES FOR THIS CALENDAR	MARCH						
S	M	T	W	T	F	S	Accounts Payable Technician Admin Assistant Executive Director Admin Assistant Fac/Maint/Transpo Admin Secretary - Food Service Administrative Secretary – 12 month Admin School Secretary High School Administrative Secretary - Food Service Bilingual Translator Interpreter Budget Technician Carpentry Craftsperson Credentials Technician Custodian/Head Custodian Dispatcher/Lead Dispatcher Electrical Technician Employee Benefits Sub Sched Tech Equipment Operator Heavy Duty Diesel Mechanic High School Registrar Maintenance Person Painting Craftsperson Payroll Technician Plumbing, Heating and Cooling Crafts. Receptionist-District Office School Bus Driver - 12 mon. School Bus Driver Instructor Tech and Information Services Spec. Technology SVCS Specialist I Technology SVCS Specialist II Vehicle Service Worker Warehouse Delivery Driver - 12 mon.	S	M	T	W	T	F	S
1	2	3	4	5	6	7								1
8	9	10	11	12	13	14		2	3	4	5	6	7	8
15	16	17	18	19	20	21		9	10	11	12	13	14	15
22	23	24	25	26	27	28		16	17	18	19	20	21	22
29	30					20		23	24	25	26	27	28	29
								30	31					21
OCTOBER								APRIL						
S	M	T	W	T	F	S		S	M	T	W	T	F	S
		1	2	3	4	5				1	2	3	4	5
6	7	8	9	10	11	12	6	7	8	9	10	11	12	
13	14	15	16	17	18	19	13	14	15	16	17	18	19	
20	21	22	23	24	25	26	20	21	22	23	24	25	26	
27	28	29	30	31		23	27	28	29	30			22	
NOVEMBER							MAY							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
				1	2						1	2	3	
3	4	5	6	7	8	9	4	5	6	7	8	9	10	
10	11	12	13	14	15	16	11	12	13	14	15	16	17	
17	18	19	20	21	22	23	18	19	20	21	22	23	24	
24	25	26	27	28	29	30	25	26	27	28	29	30	31	
						17							21	
DECEMBER							JUNE							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
1	2	3	4	5	6	7	1	2	3	4	5	6	7	
8	9	10	11	12	13	14	8	9	10	11	12	13	14	
15	16	17	18	19	20	21	15	16	17	18	19	20	21	
22	23	24	25	26	27	28	22	23	24	25	26	27	28	
29	30	31				18	29	30					20	
August through December 122							Internal Classified Calendar [CLAS1]	January through June 123						

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MEMORANDUMS OF UNDERSTANDING

Name : _____
First Last M.I.

Position: _____

Location: _____

Date of Report : _____

Period Covered in Report: _____ - _____
From To

TO EVALUATOR : Prepare this evaluation carefully and accurately. Its value lies in the partiality and sound judgment used by the evaluator. Judge each characteristic or trait separately and independently. Keep in mind that this report should express an evaluation of the employee in comparison with others doing the same or similar work. Make no entry except where the statement is based on PERSONAL KNOWLEDGE. READ EXPLANATION OF DEFINITION OF COLUMNS AND EVALUATION AREAS before MAKING ANY ENTRIES ON THIS FORM.

Place an X on the at the point, which best describes the performance of the person being evaluated. Omit items not observed.	Fails to Meet Standards	Needs to Improve	Meets Standards	Exceeds Standards
1. Attention to Duty				
2. Cooperation				
3. Dependability				
4. Initiative				
5. Judgment				
6. Knowledge of Job				
7. Leadership Ability				
8. Personality				

9. Quality of Work				
10. Quantity of Work				
11. Safety				
12. Utilization of Aptitude and Ability to Learn				

TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT

CLASSIFIED PERSONNEL EVALUATIONS

Name : _____
 Last First M.I.

Position: _____

Location: _____

Date of Report: _____

Period Covered In Report: _____ - _____
 To From

TO EVALUATOR:

Prepare this evaluation carefully and accurately. Its value lies in the partiality and sound judgment used by the evaluator. Judge each characteristic or trait separately and independently. Keep in mind that this report should express an evaluation of the employee in comparison with others doing the same or similar work. Make no entry except where the statement is based on PERSONAL KNOWLEDGE. READ EXPLANATION OF DEFINITION OF COLUMNS AND EVALUATION AREAS before MAKING ANY ENTRIES ON THIS FORM.

Place an X on each line at the point, which best describes the performance of the person being evaluated. Omit items not observed.	Fails to Meet Standards	Needs to Improve	Meets Standards	Exceeds Standards
1. Attention to Duty				
2. Cooperation				
3. Dependability				
4. Initiative				
5. Judgment				
6. Knowledge of Job				
7. Leadership Ability				
8. Personality				
9. Quality of Work				
10. Quantity of Work				
11. Safety				
12. Utilization of Aptitude and Ability to Learn				

COMMENTS: If a Fails to Meet Standards, Need to Improve, or Exceeds Standard is checked, indicate how the employee fails to meet standards, or what you have done to help this employee, or how the employee exceeds standards.

Immediate Supervisor's Recommendation:

Dismissal Reassignment Continuance Permanent Status

Date: _____

Signature of Immediate Supervisor: _____

Employee's Comments on Above Evaluation: _____

Date: _____

Signature of Employee Reviewed by: _____

Signature of Reviewer: _____

Title: _____

DEFINITION OF COLUMNS ON CLASSIFIED PERSONNEL EVALUATION

1. **FAILS TO MEET STANDARDS:**
A check in this column indicates that an employee's performance is unsatisfactory and definitely not up to standard. *Specific explanation must be made on the evaluation of this item on Page 2.*
2. **NEEDS TO IMPROVE:**
A check in this column serves as a guide to the employee for concentration of effort to bring performance up to work standards. A check in this column is not to be construed as a notice of unsatisfactory service or disciplinary action. *Specific explanation must be made on the evaluation of this item on Page 2.*
3. **MEETS STANDARDS:**
A check in this column indicates that an employee's work clearly and consistently meets standards.
4. **EXCEEDS STANDARDS:**
A check in this column indicates that an employee's work is outstanding. *Specific explanation must be made on the evaluation of this item on Page 2.*

EXPLANATION OF EVALUATION AREAS

1. **ATTENTION TO DUTY:**
The employee is thorough and conscientious in their work. The employee frequently subordinates his own convenience and comfort to complete an exact faithful performance of his duties.
2. **COOPERATION:** The employee has an attitude of willingness to work with and help others; willingly assumes their full share of work and responsibility; and is cooperative in manner as well as in act.
3. **DEPENDABILITY:**
The employee requires a minimum amount of supervision. You can depend on the work of the employee. The employee is punctual in reporting to work; in returning from rest periods; and their attendance record reflects a minimum of absences.
4. **INITIATIVE:** The employee assumes responsibility in the absence of instruction and can start needed work and carry through.

5. JUDGMENT:

The employee employs logical thinking in arriving at decisions. If necessary the employee has the ability to think and act calmly, logically, and rapidly under stress. The employee demonstrates the ability to keep confidences when they concern children, parents, and other employees.

6. KNOWLEDGE OF JOB:

The employee knows their present job. The employee has knowledge of other work in closely related departments.

7. LEADERSHIP ABILITY:

The employee demonstrates the ability, willingness, and drive to lead others. The employee has broad knowledge of their job and has demonstrated the ability to lead others in his area of responsibility.

8. PERSONALITY:

The employee's appearance is one of cleanliness and neatness. The employee is confident, tactful, and is a person with integrity. The employee is well liked and respected.

9. QUALITY OF WORK:

The employee is accurate, efficient, and neat in their work. By taking pride in their work, the employee constantly tries to maintain high standards of workmanship.

10. QUANTITY OF WORK:

The employee performs the quantity of work expected of him/her and is prompt in completing it. The employee demonstrates the ability to work steadily.

11. SAFETY PRACTICES:

The employee practices good safety habits, refrains from taking unnecessary risks, thus rarely has an accident.

12. UTILIZATION OF APTITUDE AND ABILITY TO LEARN:

The employee utilizes their aptitude and ability to learn new work quickly; retains what he has learned; and follows instructions conscientiously and accurately.

Evaluation Areas & Traits	Fails to Meet Standards or Need to Improve	Meets District Standards
1. Attention to Duty <ul style="list-style-type: none"> ● Thoroughness 	Work is often incomplete	Work is rarely incomplete
2. Cooperation <ul style="list-style-type: none"> ● Contributes to creating positive work environment ● Adaptability ● Cooperation 	Undermines effort to achieve goals. Actively resist change. Does not work well with others.	Attacks problems - not people. Adapts to change. Works well with others.
3. Dependability <ul style="list-style-type: none"> ● Attendance - punctuality ● Supervision ● Dependability 	Frequently absent from duties station. Fails to observe prescribed work hours. Requires constant supervision. Does not follow through on commitments.	Observes work hours and is at duty station as required. Works with limited supervision appropriate to job classification. Can be relied upon to meet commitments.
4. Initiative <ul style="list-style-type: none"> ● Initiative 	Rarely displays initiative.	Does things without being told.
5. Judgment <ul style="list-style-type: none"> ● Judgment 	Uses poor judgment.	Consistently uses good judgment.
6. Knowledge of Job <ul style="list-style-type: none"> ● Job skill level competence 	Does not demonstrate skills required for job classification.	Consistently demonstrates skills necessary for job classification.
7. Leadership ability <ul style="list-style-type: none"> ● Ability to listen and communicate effectively 	Is unable to convey necessary information.	Is able to convey necessary information.
8. Personality <ul style="list-style-type: none"> ● Appearance ● Sensitive and responsive to the needs of students, parents, and public employees. ● Ability to communicate a sense of caring to stakeholders 	Does not recognize the importance of appearance. Frequently displays insensitive responses to stakeholders.	Recognizes the importance of appearance and dresses appropriately for the position. Is sensitive to the needs of the of our diverse stakeholders.
9. Quality of Work <ul style="list-style-type: none"> ● Accuracy ● Neatness ● Planning ● Organization 	Work requires frequent correction. Employee demonstrates lack of planning and organization. Requires frequent repetition of instruction.	Work rarely requires correction. Employee demonstrates good planning and organization. Does not require repetition of instruction.

<p>10. Quality of Work</p> <ul style="list-style-type: none"> ● Volume of acceptable work ● Extent to which deadlines are met. 	<p>Time necessary to complete task is excessive. Deadlines are frequently missed.</p>	<p>Task are completed in a timely fashion and deadlines are met.</p>
<p>11. Safety Practices</p> <ul style="list-style-type: none"> ● Compliance with instructions, rules, and regulations. 	<p>Does not follow instructions, rules, and regulations.</p>	<p>Follows all instructions, rules, and regulations.</p>
<p>12. Utilization of Aptitude and Ability to Learn</p> <ul style="list-style-type: none"> ● Accepts direction ● Strives to improve personal effectiveness and skills ● Makes valuable suggestions for organization improvement ● Identifies problems and offers solutions 	<p>Does not accept directions or does so reluctantly. Does not strive to improve skills beyond entry level requirements. Does not make suggestions for organizational improvement. Rarely identifies problems or offer solutions.</p>	<p>Accepts direction as a contributing member of the staff. Consistently strives to improve personal skills. Identifies areas for organizational improvement. Identifies problems only.</p>

GRIEVANCE REPORT FORM

FORMAL LEVEL 1

Section 1: Grievant Information (Please Print Legibly or Type)

Last Name	First Name	M.I	Date
School/Department			Position
Principal/Supervisor			CSEA Representative; If Any

Section 2: Informal Level 1 and Timeline Compliance

This form is to be completed only after Informal Level 1 Conference has been held and grievance is not resolved. Article 6.2.1 of the District/CSEA contract states: "If a grievant believes he/she has cause for a grievance, he/she shall contact their immediate supervisor, along with, or through their representatives in an attempt to settle the matter. If, after discussion with the immediate supervisor, the grievant and/or the representative do not believe the grievance has been properly adjusted, the grievance may be reduced to writing within five working days of the aforementioned discussion and resubmitted. Article 6.3.1 of the District/CSEA contract states: "No matter shall be considered as a grievance under this Article unless it is presented, in writing, within thirty (30) working days from the time the party knew or reasonably could have known of the occurrence, act, or omissions giving rise to the grievance. In all cases the matter shall not be considered as a grievance under this Article unless it is presented in writing within six (6) months after the actual occurrence of the events, act, or omissions on which the grievance is based."

<p>I discussed this with my principal/supervisor on:</p> <p>Date</p> <p>Signature of Grievant</p>

Section 3: Formal Level 1 – Description of Grievance

Under the District/CSEA contract the term "grievance" means a dispute concerning the interpretation, application, or violation of the terms of the District/CSEA contract. Article 6.2.2.1 requires "a statement of the grievance clearly indicating the question raised by the grievance, the facts upon which it is based, such as supporting documents and other relevant data, and the section of the Agreement allegedly violated."

Section(s) of the Contract allegedly violated: _____

Date(s) violation occurred: _____

Statement of the Grievance, including facts upon which it is based and any supporting documentation

Section 4: Proposed Remedy

Please describe the remedy requested to resolve this grievance

Grievant's Signature: _____

Date: _____