Collective Bargaining Agreement

Travis Unified School District and

California School Employees Association
Chapter 454

July 1, 2024 through June 30, 2027

TRAVIS UNIFIED SCHOOL DISTRICT GOVERNING BOARD

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Will Wade	Vice President
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Brenda Da Prato	Member
Suzanne Schwartz	Member
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CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

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Tim Montgomery	Vice President
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TRAVIS UNIFIED SCHOOL DISTRICT NEGOTIATION TEAM

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Gabriel Moulaison	Chief Business Officer
Kristyn Andrews	Elementary Principal
Deanna Brownlee	Director of Special Education
Tracey Canady	Supervisor of Operations, Grounds & Maintenance
Diane Johnson	Secondary Assistant Principal
Ana Martinez	Child Nutrition Manager
Jonathon Pearl	Attorney, DWK

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

CHAPTER 454 NEGOTIATION TEAM

Nadine Patterson	Chapter President
Tim Montgomery	Chapter Vice President
Simone Clemenz	Chapter Member
Larry Hogue	Chapter Member
Dawn Lundholm	Chapter Member
Mike Rosenquist	Chapter Member
Shawana Grace	Labor Relations Representative

TABLE OF CONTENTS

PREAMBLE		
ARTICLE 1	RECOGNITION	1
ARTICLE 2	NO DISCRIMINATION	3
ARTICLE 3	DEFINITIONS	4
ARTICLE 4	MANAGEMENT RIGHTS	6
ARTICLE 5	ASSOCIATION RIGHTS	7
ARTICLE 6	JOB REPRESENTATIVES	9
ARTICLE 7	ORGANIZATIONAL SECURITY	10
ARTICLE 8	PROBATION AND PERFORMANCE EVALUATION	11
ARTICLE 9	EMPLOYEE EXPENSES AND MATERIALS	13
ARTICLE 10	SAFETY CONDITIONS AND EMPLOYMENT	14
ARTICLE 11	TRANSFERS AND REASSIGNMENTS	15
ARTICLE 12	LAYOFF AND REEMPLOYMENT	19
ARTICLE 13	HOURS OF EMPLOYMENT	22
ARTICLE 14	LEAVES	28
ARTICLE 15	HOLIDAYS	37
ARTICLE 16	VACATION	39
ARTICLE 17	PAY AND ALLOWANCES	42
ARTICLE 18	FRINGE BENEFITS	49
ARTICLE 19	BUS DRIVERS	52
ARTICLE 20	GRIEVANCE PROCEDURE	54
ARTICLE 21	DISCIPLINE	58
ARTICLE 22	NEGOTIATIONS PROCEDURE	63
ARTICLE 23	EFFECT OF AGREEMENT	65
ARTICLE 24	DURATION	66
ARTICLE 25	CALENDAR	67
APPENDIX A		69
SALARY SCHEDULE		71
ADDENDUM		74
TENTATIVE AGREEMENTS AND MOUs		82

PREAMBLE

The Governing Board of the Travis Unified School District of Fairfield, California, hereinafter referred to as the "Board," and California School Employees Association and its Travis Chapter 454, hereinafter referred to as the "Association," agree as follows:

ARTICLE 1

RECOGNITION

1.1 BARGAINING UNIT

The Board hereby recognizes the Association as the exclusive and sole negotiation agent for permanent and probationary classified employees of the District, including dual capacity Noon Duty Supervisor, and excludes substitutes, temporary noon duty aides, summer help, supervisory, management and confidential as designated by the Board in controversial cases. All newly created positions, except those that are lawfully certificated, management, confidential or supervisory, shall be assigned to the bargaining unit.

1.2 ASSOCIATION EXCLUSIVITY

The Board and or it's designees agrees not to meet and negotiate with any classified employees' organization other than the Association for the duration of this agreement; further, the Board and or it's designees agrees not to meet and negotiate with any classified employee individually during the duration of the Agreement on matters subject to meeting and negotiating.

1.3 BOARD REPRESENTATION

The Association recognizes the Board as the duly elected representative of the people and agrees to meet and negotiate only with the Board or its duly authorized representatives designated by the Board to act in its behalf.

The Association agrees further that neither it nor any of its agents will attempt to negotiate privately or individually with any Board Member, administrator, or other person or persons in regard to the terms of this Agreement; and that neither the Association nor any of its agents will undertake, nor participate individually or collectively in any unlawful act which may place under intimidation or coercion, any pupil, parents, Board Member, or administrator, toward the acceptance of any Association demand, proposal, or position on any matter subject to meeting and negotiating, grievances, or operation of the School under terms of the Act.

1.4 ASSOCIATION LIMITATION

The Association agrees that neither it nor its members or agents will attempt to represent in any negotiations or grievances the interests of anyone other than members of the unit and that the interests of pupils, parents, the public, the Board and other employees will be the sole concern of the Board and/or these respective parties in regard to contract negotiations. With the exception that the union maintains the right to organize unrepresented groups of employees into the bargaining unit.

1.5 UNIT DESCRIPTION

Job Classifications included in the unit are listed in Appendix A.

1.6 DUAL CAPACITY EMPLOYEES

Bargaining unit employees may, where applicable, serve in dual capacity positions not to exceed eight hours in a work day. Employees seeking a dual capacity position shall be considered as outlined in Article 11 with the exception of the position of Noon Duty Supervisor.

a) Any bargaining unit employee working at the school site of a Noon Duty Supervisor opening shall have the first right to the opening provided that the employee not exceed eight hours per day and demonstrate an ability to work with students.
b) If the opening cannot be filled by an on-site employee, said opening shall be made available to eligible bargaining unit employees within the District. Eligibility shall consist of satisfactory evaluations, satisfactory job performance and that the schedule permits the employee to apply for the position.
c) Having exhausted subsections (a) and (b) the District may fill the opening with a new hire.
d) Once a bargaining unit employee has been selected for dual capacity, no persons working as dual capacity employees will be laid off or have their hours reduced in order to create noon duty positions.
e) The rate of pay for unit members working in a dual capacity, with one of the positions being a Noon Duty Supervisor, shall be as stated in Article 17 of the Agreement.
f) For the purposes of computing vacation, leave, retirement contributions, health and dental insurance benefits, etc., all hours worked in the dual capacity position shall be used.
g) All provisions of the contractual agreement between CSEA and the District shall apply to employees holding dual capacity positions for all hours worked.

ARTICLE 2

NO DISCRIMINATION

2.1 The District agrees that there shall be no discrimination on the basis of race, religion, color, lifestyle, age, sex, marital status, sexual orientation, national origin, physical or mental handicap, creed or political affiliation, advocacy or belief.

2.2 Neither shall the District interfere with, intimidate, restrain, coerce or discriminate against employees because of the exercise of their right to belong to or participate in the activities of an employee organization.

ARTICLE 3

DEFINITIONS

3.1 ACT
Means Chapter 10.7 Section 3540 through 3549.3 of Division 4 of Title 1 of the Government Code of the State of California.

3.2 ANNIVERSARY DATE
First day of the month of hire if the employee is hired between the first and fifteenth of the month. Those employed between the sixteenth and the end of the month will begin their anniversary date on the first of the following month.

3.3 BOARD
Board means Governing Board of Travis Unified School District.

3.4 CLASSIFICATION
A job title listed in Appendix A.

3.5 CSEA
CSEA means the California School Employees Association and its Travis Chapter 454.

3.6 DAY
A day is any day the District Office is open.

3.7 DISTRICT
District means Travis Unified School District.

3.8 DISTRICT'S CHIEF PERSONNEL ADMINISTRATOR
The District's Chief Personnel Administrator is the person designated by the Superintendent to administer Classified personnel matters.

3.9 DUAL CAPACITY
Any employee holding more than one classification.

3.10 DUAL CAPACITY EMPLOYEE
A Dual Capacity employee refers to any unit member holding more than one separate position.

3.11 DUTY DAYS
Duty days are days on which members of the unit are required to report to work.

3.12 EMPLOYEE
Employee means a regular full-time or part time employee who is a member of the unit.

3.13 EXCLUSIVE REPRESENTATIVE
Exclusive representative means the California School Employees Association and its Travis Chapter 454.

3.14 MEMBER
The member of the unit refers to classified employees who are exclusively represented by Chapter 454 CSEA.

3.15 PRINCIPAL
Principal or his/her designee means the chief executive officer of one or more schools with total responsibility to manage all affairs of the school or schools, including general control and supervision of all certificated and classified employees assigned to serve in the school or schools.

3.16 PROBATIONARY EMPLOYEE
A new employee who has not yet completed six (6) months of service. Six months shall be defined as 130 scheduled workdays including paid holidays.

3.17 REGULAR, FULL-TIME EMPLOYEE
A regular full time employee is defined as a member of the unit who is assigned to work eight (8) hours per day over a ten (10), eleven (11), or twelve (12) month annual work schedule.

3.18 REGULAR, PART-TIME EMPLOYEE
A regular, part-time employee is defined as a member of the unit who is assigned to work less than the regular full time employment schedule as defined in this Article.

3.19 SCHOOL YEAR
School year refers to a yearly period from July 1 to June 30.

3.20 SHIFT
A shift is the hours of assignment in any one position.

3.21 SUPERINTENDENT
Superintendent means the Superintendent of the Travis Unified School District or her designee.

3.22 SUPERVISOR
Supervisor means an official of the school district who is not a member of the bargaining unit and who is authorized to direct the work of a member or members of the unit.

ARTICLE 4

MANAGEMENT RIGHTS

4.1 The right to manage the school district and to direct its employees and operations is vested in and reserved by the Board, and shall be unrestricted except that exercise thereof may not extinguish any lawful right or benefit expressly provided for in this Agreement.

4.2 The sole right to manage the school district and to direct, adopt, publish and enforce rules, policies regulations or practices, for and about its employees and operations is vested in and reserved by the Board, and shall be unrestricted except that exercise thereof may not extinguish any lawful right or benefit expressly provided for in this Agreement.

The exercise of nay right reserved to the District, herein in a particular manner of the non-exercise or strict enforcement of any such right shall not be deemed a waiver of the District's right to strictly enforce rules and policies, or preclude the District from exercising the right in a different manner, nor does the District waive any rights guaranteed by law.

ARTICLE 5

ASSOCIATION RIGHTS

5.1 SCOPE

The Scope of Representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. Terms and Conditions of Employment include, but are not limited to, health and welfare benefits as defined by Section 53200, leave and transfer policies, safety conditions of employment, procedures to be used for the evaluation of employees, and organizational security grievances pursuant to Sections 3548.5, 3548.6, 3548.7, and 3548.8. Nothing herein may be construed to limit the right of the public school employer to consult with any employee or employee organization on any matter outside the scope of representation.

The exercise of any right reserved to the Association, herein in a particular manner or the non-exercise or strict enforcement of any such right shall not be deemed a waiver of the Association's right or preclude it from exercising the right in a different manner, nor does the Association, waive any rights guaranteed by law.

5.2 USE OF FACILITIES

The association and its members shall have the right to make use of mailboxes for communication purposes. In addition, the Association shall have the right to the use of school buildings at reasonable times for the purpose of meetings concerned with the exercise of rights guaranteed by the Act. Use of school kitchen facilities shall be subject to approval on the District application for the use of school property form.

5.2.1 CSEA may use the District's duplicating equipment for union business during normal working hours. Use of the equipment may be monitored by the District. Individual employees may use the equipment during their non-work time. Employees are not hereby granted release time during working hours to use the duplicating equipment except with prior approval.

5.2.2 CSEA will not use the District's duplicating equipment when it is necessary for the District to use the equipment.

5.2.3 When using the District's duplicating equipment, CSEA will provide its own operator and paper.

5.3 ASSOCIATION COMMUNICATIONS

The Association shall have the right to post notices of activities in matters of Association concern on school bulletin boards which are mutually agreed to by the Association and the Board. Principals or supervisors shall be provided with copies of posted materials identified as to source.

5.4 NO DISCRIMINATION

Neither the District nor CSEA shall interfere with, intimidate, restrain, coerce or discriminate against employees because of the exercise of rights under the contract to engage or not to engage in CSEA activity.

5.5 RELEASE TIME

The District agrees to grant paid release time for three (3) members from the local Chapter 454 to attend the Annual Summer CSEA Conference, which lasts for no more than five (5) days.

Employees who hold Association State Offices shall be granted up to five (5) days of release time, per person, to do State Association business up to a total of ten (10) days of release time.

If the District normally requires a substitute in the absence of the individuals on release time above, then the Union agrees to pay the cost of the substitute.

The District agrees to continue its past practice of allowing paid release time to members to attend District-approved, work-related workshops and inservice training, and in meeting other District requirements job related.

The Association shall, at all times, provide and maintain a current list on file in the Human Relations Office, designating the union officials and designees who may authorize release of unit members for Association business.

5.6 EXAMPLES OF RELEASE TIME

1. Required workshops and inservice to maintain licenses
2. Post employment job required physicals
3. Required certification to "maintain current position"
4. One (1) shift per week Presidents release time.

ARTICLE 6

JOB REPRESENTATIVES

The District agrees that the Association shall designate one (1) job representative and/or alternate at each site.

The Association agrees to notify the District in writing of the names of employees who have been designated as job representatives and/or alternates.

CSEA designated representatives will be permitted access to District facilities for the purpose of contacting members for investigating grievances. Representatives will notify supervisors or principals of their intent to investigate and/or of their arrival at a given work location.

ARTICLE 7

ORGANIZATIONAL SECURITY

7.1 All present employees in the bargaining unit, or future employees in the bargaining unit, who are not already members of the Association shall, within thirty (30) days of the effective date of this Agreement, or within thirty (30) days of their date of employment, become members of the Association, or in the alternative, shall as a continuing condition of employment, pay to the Association each month a service fee. The payments hereunder shall be made by authorized payroll deductions or by direct payment to the Association.

7.2 The Board upon receiving a signed statement from the Association indicating that an employee has failed to comply with the condition of Section 7.1, shall immediately notify said employee that his/her services shall be terminated at the end of thirty (30) days from the date of such notification, and shall dismiss said employee accordingly. The Board shall follow the procedures for dismissal provided in Board policy and regulations and State law, as applicable.

7.3 If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.

7.4 The Board shall deduct from the pay of each employee from whom it receives an authorization the required amount for the payment of Association dues or service fees. Check-off authorization for Association dues or service fees which executed prior to the execution of this Agreement shall remain in full force and effect for the duration of this Agreement. Checked off dues or fees, accompanied by a list of employees from whom they have been deducted, and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deduction was made and the reason therefore, shall be forwarded to the Association no later than twenty (20) days after such deductions were made.

7.5 If an employee does not have sufficient funds due him/her to provide for the payment of dues or service fees after all other authorized or mandatory deductions or garnishments have been made, no such sum shall be deducted and the Association shall assume the duty of direct collection from the employee. The Association shall assume the same responsibility in all cases where no deductions have been made because an employee's earnings are insufficient during any period to pay such dues or service fees.

7.6 The Association agrees that, in the event of litigation against the Board, its agents, or employees arising out of the implementation of this Article, the Association will co-defend and indemnify and hold harmless the Board, its agents, or employees for any monetary award arising out of such litigation.

7.7 Religious exemption. Any employee in the bargaining unit belonging to a recognized religious sect which does not permit its members to pay a representational fee to any employee organization shall, as a condition of continued employment, have an amount equal to the representational free deducted monthly from that employee's paycheck and paid to a recognized charitable organization agreed upon by the employee, CSEA, and the District.

ARTICLE 8

PROBATION AND PERFORMANCE EVALUATION

8.1 PROBATIONARY PERIOD

8.1.1 Every classified employee shall serve a probationary period of six (6) months. Six months shall be defined as 130 scheduled workdays including paid holidays. This applies to all newly hired employees and all employees who are assigned to a new classification. Anniversary dates for purposes of sick leave and service for yearly increment and vacation shall be the original date of hire.

8.1.2 If the probationary employee utilizes over ten (10) sick days in the probationary period the District may extend the probationary period up to the number of days used.

8.1.3 A probationary employee may be released with or without cause during his/her initial probationary period. Probationary employees may be entitled to a meeting with the District's Chief Personnel Officer to review the decision to release. After the conclusion of the requested review, the District's Chief Personnel Officer, may recommend to the Board of Education reinstatement of the probationary employee. A regular employee holding permanence in another classification shall be returned to the previous class when released from probation without cause. Employees returning to their prior classification during a promotional probationary period because of an unsuccessful attempt in a promotional position shall be assigned to a position IN THEIR FORMER CLASSIFICATION.

8.1.4 If it becomes necessary to discipline an employee who is probationary in another classification but who has permanency in the District, the District shall follow the discipline procedures as outlined in Article 21, Discipline.

8.1.5 When a short-term IEP position has been in existence prior to January 1 of a school year and the position is renewed the following school year by virtue of the continuing presence of the student requiring the services of the unit member, the incumbent shall be granted the position.

8.2 EVALUATION

During each probationary period an employee shall be evaluated at least twice.

Early enough for growth and feedback but no later than completion of the third and fifth months.

Permanent employees shall be formally evaluated annually by the immediate supervisor:

On or before May 1: for 10 month employees

On or before June 1: for 11 month employees

On or before July 1: for 12 month employees

At least every two years for permanent employees who have been employed at least five years with the school district and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and permanent employee being evaluated agree. The permanent employee or the evaluator may withdraw consent at any time and the employee's status shall revert to an annual evaluation cycle.

Special formal evaluations may be made when the supervisor deems appropriate or when requested by the Employee.

All formal evaluations shall be in writing.

A formal evaluation shall be reviewed and discussed by the evaluator with the employee.

A member who receives an unsatisfactory rating(s) on their evaluation will be provided with recommendations on how to improve in those areas.

The supervisor shall follow up within forty (40) work days to discuss the member's progress in areas where they received an unsatisfactory rating(s), and the supervisor may provide additional recommendations.

The person being evaluated and the evaluator shall sign the formal written evaluation. Such signature does not indicate that he/she agrees with the evaluation.

A copy of the evaluation, with all necessary signatures shall be given to the person being evaluated and another copy with all necessary signatures shall be placed in his/her personnel file. All personnel files shall be kept in confidence and shall be available for inspection only to the employee and/or his/her Association representative and only other employees of the District when actually necessary in the proper administration of the District's affairs.

Employees shall be provided with copies of any derogatory written material before it is placed in the employee's personnel file. Any employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon.

Employees may respond in writing to such material within ten (10) work days and the response shall be attached to the material. Such reviews shall be made in the main Personnel Office subject to the presence of a member of the administrative staff or his/her designee. He/she may also authorize, in writing, the CSEA representative to inspect his/her personnel file.

ARTICLE 9

EMPLOYEE EXPENSES AND MATERIALS

9.1 The District agrees to provide all tools, equipment, and supplies reasonably necessary to bargaining unit employees for performance of employment duties. If it is necessary for an employee to provide his/her own tools of any kind, he/she shall receive permission from his/her supervisor to have them on school property. In such case, the District agrees to provide a safe place of storage for such tools and equipment and shall pay for loss or damage and or a replacement costs resulting from normal wear and tear or theft.

9.2 Initial medical examination costs are to be paid by the non-district employee applicant. The District agrees to provide the full cost of any medical examination or test required as a condition of continued employment. This cost shall be limited to those areas of examination required by the District and/or the State.

ARTICLE 10

SAFETY CONDITIONS OF EMPLOYMENT

The District shall comply with the provisions of the California Occupational Safety and Health Act, as amended (California Labor Code Section 6300, et. seq.) and regulations relating thereto (8 Cal. Admin, Code Section 330, et. seq.)

Alleged violations of safe working conditions shall be reported in writing to the employee's site Principal or if the employee is assigned to other than a school site, his/her supervisor. The Site Administrator/supervisor, or their designee shall, within give (5) working days, respond in writing to the employee's report.

If the situation has not been resolved within a reasonable period of time, the employee and/or union may submit such alleged violation to the District Safety Committee for resolution.

10.1 There shall be a District Safety Committee composed of at least:
- a) 3 representatives from each of the employee organizations
- b) 3 District administrators
- c) The list of Safety Committee Members with contact information will be posted at prominent locations at all work sites annually.

10.2 This Committee shall meet at least quarterly.

10.3 This Committee shall be responsible for the following:

* Site safety evaluations
* Quarterly review of safety reports
* Review and recommend in-service training(s)
* Review updates and changes to laws/guidelines

10.4 Committee shall make available upon request, minutes of it's meeting to the District and or union.

ARTICLE 11

TRANSFERS AND REASSIGNMENTS

11.1 DEFINITIONS

11.1.1 Transfer is defined as a change in assignment from one school or administrative site to another on a permanent basis without a change in classification or salary. Transfer does not include the concept of assignment or reassignment at a particular work site.

11.1.2 Voluntary Transfer shall be a transfer which is initiated through a written request submitted by unit member.

11.1.3 Involuntary Transfer shall be defined as a transfer which is initiated by the District, as specified in this Agreement.

11.1.4 Work Site shall be defined as individual schools, offices, and/or individual departments.

11.1.5 Work Location shall be defined as an assignment within a work site.

11.1.6 Open position shall be defined as one that the District determines will not be funded and therefore is not available for posting.

11.1.7 Vacancy shall be defined as a situation in which a new position is created, or an existing position will continue to be funded and therefore the position is available for posting.

11.1.8 Promotion shall be defined as the movement from one salary classification to another salary classification of a higher range.

11.2 FILLING OF VACANCIES

11.2.1 The District shall post notices of vacant positions for at least five (5) workdays, with a paper copy sent to the Chapter President. Additionally, the vacancy shall be posted as follows:

a) At worksites, during that worksites' student attendance year,
b) On the District's website, and
c) At the Central Office.

11.2.2 The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, regular assigned work shift times, days per week and months per year assigned to the position the salary range, and the deadline for filing to fill the vacancy and the date of the posting.

11.2.3 Job vacancies within the bargaining unit shall be filled in the following order:

1) To the extent required by applicable law, qualified applicants on the District's reemployment list shall be considered first.
2) Applicants serving in the same class and others who previously served in that class, and members who have timely filed voluntary transfer requests (see section 11.3), shall be considered next to fill the vacancy. Selection shall be a qualifications and seniority based system to include evaluations, performance, attendance, and interview. If two or more applicants are equal regarding criteria, the applicant with the greatest seniority shall be offered the position.
3) Applicants seeking promotion who have met District qualifications including job description requirements, satisfactory evaluations, attendance record, and interview shall be considered next. If two or more applicants are equal regarding the criteria, the applicant with the greatest seniority shall be offered the position.
4) All other applicants seeking job classifications who have met District qualifications, including job description requirements, satisfactory evaluations and attendance record, and interview shall be considered next. If two or more applicants are equal regarding the criteria, the applicant with the greatest seniority shall be offered the position.
5) If an existing employee does not file for an open and posted position by the internal deadline, they may still apply for the open position. However, their application will be considered along with all other outside applicants, with no preferential consideration.
6) New hire applicants for the position shall not be considered unless the position is unfilled after sub sections 1, 2, 3 and 4 have been followed.

11.2.4 Any employee in the bargaining unit who has been rejected for a vacancy for which he/she has properly filed shall be given the reasons for such rejection in writing if the employee so requests. The reason shall be given within five (5) working days.

11.2.5 If a vacancy is believed to be improperly filled or if the District has acted arbitrarily, unreasonably or capriciously, the informal discussion of the grievance procedure shall be with the personnel office and any formal grievance shall be initiated at level 2. The vacancy shall be considered not permanently filled until the resolution of the grievance.

11.3 VOLUNTARY TRANSFERS

11.3.1 A member of the bargaining unit may request, in writing, a voluntary transfer. Such transfer requests shall be submitted to the personnel office, and said request shall be retained for a period of twelve (12) months from the date of submittal. Voluntary transfers shall be granted if the employee meets the criteria established in 11.2.3.

11.3.2 An employee on a paid leave may give written authorization to his/her representative to file for a transfer on his/her behalf.

11.4 INVOLUNTARY TRANSFER

11.4.1 An Involuntary Transfer may be made by administration in the best interest of the District. Involuntary Transfers will not be initiated for arbitrary or capricious reasons. An Involuntary Transfer will be initiated and executed at the discretion of the Superintendent or his/her designee.

11.4.2 Any member of the bargaining unit who is involved in a transfer that is administratively initiated shall be informed of this action by his/her supervisor in a conference at least two (2) weeks prior to the reassignment and shall be provided written notice.

11.4.3 When the transfer is necessitated by reason of work load, the affected employee will be allowed to select reassignment to any vacant position within the employee's job classification in lieu of layoff procedures.

11.4.4 In determining location of worksite that an employee will be Involuntarily Transferred, the District will:

1) Transfer the employee to an open position within the same job classification if a vacancy exists.

2) If no vacancy exists, the position will be posted as an opening for transfer.

3) In the event no employee volunteers for transfer, the employee being recommended for Involuntary Transfer will be subjected to applicable discipline provisions.

11.4.5 Within ten (10) days of an employee receiving notification of the impending action, the employee may request a written statement regarding the reasons for the Involuntary Transfer.

11.5 PROMOTIONAL POSITIONS

11.5.1 Permanent and probationary employees may apply for vacant promotional positions. The determination of promotional eligibility for probationary employees making such applications shall be based upon having completed their 5th month (110 scheduled workdays including paid holidays) of probation and having at least two satisfactory evaluations on file.

11.5.2 Qualified applicant(s) from within the District shall be interviewed first and in accordance with Article 11.2.3. Whenever possible a selection shall be made from among the promotional applicants.

11.5.3 The length of the promotional probationary period shall be six (6) months. Six months defined as 130 scheduled workdays including paid holidays.

11.5.4 An employee who does not successfully complete the probationary period in the promotional classification, has the right to return to a position in the former classification, subject to the provisions of Article 8.1.

11.6 INTERVIEW PROCEDURE

11.6.1 After the District determines who has qualified for the vacant position, interviews of qualified applicants shall occur. The District shall process each category separately.

11.6.2 The District shall establish an interview panel for the filling of each vacant position. Each interview panel shall have a classified employee on the interview panel. Whenever possible, the employee selected for the panel should be employed in either the classification in which the vacancy exists, or in a related class. The District shall select the classified employees for each of the interview panels.

ARTICLE 12

LAYOFF AND REEMPLOYMENT

12.1 DEFINITIONS

12.1.1 LAYOFF

a) Layoff shall be defined as the elimination of an occupied unit position, or a reduction in assigned hours of an occupied unit position, resulting from lack of work or lack of funds.

b) Reemployment is the return to paid status of an employee who has been subjected to layoff, or restoration of hours lost due to layoff.

12.1.2 SENIORITY

a) Seniority for employees, for purposes of layoff, shall be determined by date of their initial hiring into the affected classification.

b) If two or more employees subject to layoff have equal seniority, the order of layoff shall be determined by lot.

12.1.3 APPLICATION OF LAYOFF

a) Following formal action by the Board of Education to initiate a layoff, the employee holding a position that is to be reduced or eliminated shall be provided written notice. In accordance with Education Code 45117. Such notice shall contain the following:
   1. The applicable classification's seniority listing(s)
   2. The employee's right to displace the least senior employee within classification, and the location and hours of that position
   3. A listing of any vacant positions
   4. The employee's reemployment rights
   5. The employee's right to file for unemployment benefits
   6. An employee's right to apply for retirement, if eligible

b) The employee holding the targeted position shall have fifteen (15) business days (days for which the District Central Office is open for business) to respond in writing to the Human Resources Office of his/her election to do one of the following:

   1. Accept the layoff and be placed on the thirty-nine (39) month reemployment list, or if the action is a reduction in hours, accept the said reduction, or
   2. Complete and submit to the District a PERS Retirement form provided by the District, or
   3. Accept the offer of placement in an open position in a lower classification for which the employee is qualified, or
   4. Exercise displacement (bumping) rights based upon the employee's seniority.

   5. Failure to respond within the fifteen (15) business day period shall be deemed to be acceptance of the layoff and placement on the thirty-nine (39) month reemployment list.

c) If the employee in the targeted position elects to exercise displacement rights, he/she shall be transferred to the position of the person holding the least seniority within that classification which has the same, or closest to the same, number of hours as the targeted position.

d) The employee who possessed the least seniority within classification of the positio n that has been designated by the Board of Education for layoff or reduction in hours, shall be provided written notice of such action in accordance with Education Code 45117. That notice shall include the following:
   1. That the layoff is subject to the exercise of the displacement rights of an employee with greater seniority holding the actual position to be reduced or eliminated
   2. The employee's seniority listing
   3. A listing of any vacant positions within the employee's classification, or other classifications the employee may submit application for assignment
   4. The employee's reemployment rights
   5. The employee's right to file for unemployment benefits
   6. A statement that employee meets the requirements in 2a through 2e above, expecting item 2d and that the election of the employee will become effective only if the employee in the targeted position elects to use his/her displacement rights.

e) All notices regarding layoff and/or displacement shall be provided to the employees by personal service, or first-class mail service.

f) Any election to retire after being placed on a reemployment list shall be retirement in-lieu of layoff within the meaning of this Article.

g) Whenever multiple employees are laid off within the same classification, the order of layoff shall be determined by seniority as defined in Section B above. Layoff shall occur in the reverse order of seniority.

h) An employee may voluntarily consent to an assignment in a lower classification or reduction in hours in their present classification in order to avoid layoff.

Affected employees shall be granted the right to be eligible for consideration of reemployment in their prior classification and/or the restoration of the "lost: hours in the laid-off classification as positions become available. In either event, the employee shall be granted the same rights as persons laid-off, and shall retain eligibility for consideration of re-employment for an additional period of twenty-four (24) months.

h) Employees in layoff status who are re-employed from a valid reemployment list within thirty-nine (39) months of the effective date of layoff shall retain all accumulated benefits accruing to him/her at the time of the layoff.

j) 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 employees, nor layoff for lack of work resulting from causes not foreseeable or preventable by the Board of Education without the notice required by subsections herein or that required by the California Education Code.

12.1.4 REEMPLOYMENT RIGHTS

a) A reemployment list shall be established for each classification where a layoff has occurred. Employee names shall be placed on this list in the reverse order of layoff.

b) The employees shall remain eligible for reemployment for a period of thirty-nine (39) months, and shall be offered reemployment in the classification from which they were laid off in preference to new applicants.

c) When a position becomes available for the employee by virtue of his/her ranking on the re-employment list, the District shall send notice of position availability by Certified/Registered Mail to the employee's most recent address of record.

1. The employee shall notify the District of his/her intent to accept or reject the offer of re- employment within five (5) business days (days that the District Central Office is open for business) of the delivery or attempted delivery of the mailing. Failure to respond within the allotted time period shall be deemed a refusal of the reemployment offering.

2. An employee may decline two (2) offers of reemployment in his/her former classification, or restoration of "lost" hours. Subsequent to the second refusal, no additional offers of re-employment shall be required by the District, except that during any time remaining of the thirty-nine (39) month eligibility period the employee may notify the District of his/her availability and thereafter the District may again offer reemployment consistent with this Article.

ARTICLE 13 HOURS OF EMPLOYMENT

13.1 WORK WEEK

The regular work week for unit members shall consist of five (5) consecutive work days of eight (8) hours per day in a seven (7) consecutive day period. The work week of hours of employment for less than full-time employees shall be in accordance with Education Code Section 45131:

a) A regular work week shall be Monday through Friday.

b) A modified work week, such as four (4) 10-hour days may be established so long as it does not cause a reduction to the current bargaining unit positions, and provide that the establishment of such a work week has the agreement of the Association representative of the incumbent employee(s) in the affected position(s). The District, upon notice to the Association, may establish such work weeks for vacant positions.

c) Modified work weeks shall consist of consecutive days unless mutually agreed upon for existing employee(s) or established prior to the filling of a vacant position.

d) The District may require a return from a modified work week to a regular work week with thirty (30) days written notice to the Association. For vacant positions, no duty to negotiate is required.

e) In the event the District proposes to change the work week of an existing position to include Saturday or Sunday, the District shall give prior notice to the Association. The parties agree to meet and negotiate the proposal to change the work week.

13.2 WORK DAY

The hours of the workday shall be designated by the District for each classified assignment, in accordance with the provisions set forth in this Agreement. Each employee shall be assigned a fixed, regular, and ascertain-able number of hours of work. Permanent changes to the hours of the work day shall be allowed upon two (2) weeks- notice in writing to the unit member, provided that such changes to not exceed one hour without the unit member's consent.

A temporary change in hours may be made with mutual consent of both the employer and the employee and with the approval of the employee's management supervisor.

13.3 ADJUSTMENT OF HOURS

Any employee who works an average of thirty (30) minutes or more per day in excess of a regular part-time assignment for a period of twenty (20) consecutive working days or more by virtue of assignment and or with specific knowledge of designated management personnel, shall have his/her regular assignment adjusted upward from the first day to reflect the longer hours in order to acquire fringe benefits on an appropriate pro-rata basis during the time the employee works the excess hours.

If a regular part-time position works an average of thirty (30) minutes or more by virtue of assignment and/or with specific knowledge of designated management personnel, after forty (40) consecutive work days the district shall post additional hours for selection in that classification at that site as a permanent increase in hours to a current job assignment, with the exception of transportation which is addressed elsewhere in the contract.

13.4 LUNCH PERIOD

Employees working four (4) hours per day or less do not have a lunch period. They may extend their duty day to include a non-paid lunch period with the approval of their supervisor. Employees who work more than four (4) hours shall have a non-paid lunch period. It shall be taken as close to the middle of the employee's shift as practical.

13.4.1 The length of time for such lunch periods shall be for a period not longer than one (1) hour, nor less than one-half (1/2) hour, and shall be scheduled for employees at or about the midpoint of each work shift. Lunch periods longer than one-half (1/2) hour are subject to the approval of the employee's supervisor.

13.5 REST PERIODS

Rest periods shall be based on the total hours worked per day. Employees working less than three and one-half (3.5) hours per day shall not be granted a paid rest period. Employees working three and one-half (3.5) up to seven (7) hours per day shall be granted one (1) paid rest period. Employees working more than seven (7) hours per day shall be granted two (2) paid rest periods.

All rest periods shall be no less than fifteen (15) minutes and shall be granted as close to the middle of each four (4) hour work period as possible. The employee shall be relieved of all duties during any rest period.

13.6 VOTING TIME OFF

Employees may be provided with time off upon request for the purpose of voting in federal, state, or local elections without loss of pay.

13.7 OVERTIME

All assigned hours beyond eight (8) hours in any regular workday, or forty (40) in any regular work week, shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular rate of pay. Overtime compensation shall be in accordance with Education Code Section 45128 and 45131. Overtime must be officially pre-approved by designated management personnel. The rate of compensation for overtime worked on the seventh day and/or Sunday shall be double time (i.e., twice the employee's normal rate of pay).

Employees having an average work day of four (4) hours or more during a work week shall be compensated at the overtime rate beginning with the sixth (6th) consecutive day of duty in the work week. Employees whose average work day is for (4) hours or less shall be compensated at the overtime rate for any work required to be performed on the seventh (7th) day of the work week.

Employees required to work on a legal district designated holiday shall be compensated at their regular rate of pay for the day worked plus the overtime rate of pay.

13.7.1 Overtime may be assigned to an employee as extension of his/her regular shift. Overtime that is scheduled in advance shall be scheduled on a rotating basis starting with the employee currently holding the position and/or shift, and then moving to the most senior qualified employee at each site and within each department. If there are not enough senior employees willing to work overtime, the overtime shall be assigned on a reverse seniority basis.

13.7.2 Any employee shall have the right to reject any offer or request for overtime or callback except where the District informs the employee that the work which the employee is being requested to do is necessary to avoid imminent damage to or loss of District facilities, equipment, buildings, or issues of safety regarding students/staff.

Unless reasonable grounds exist that would cause a hardship for the employee, the employee will be required to respond to said emergency.

13.8 COMPENSATORY AND IN-LIEU TIME

13.8.1 DEFINITIONS

In lieu of monetary compensation for time worked beyond regularly scheduled work days or hours, at his/her option the employee shall be able to bank that time, as limited below, as either compensatory time or in-lieu time, whichever is appropriate.

13.8.2 EARNING COMPENSATORY TIME

Compensatory time is time earned in accordance with the Fair Labor Standards Act, that is, for hours worked beyond eight (8) hours in one day, or more than forty (40) hours in one week, or a sixth day, shall be compensated at 1.5 hours for each hour worked. Work performed on seventh day or holiday is earned in a manner similar to that of Overtime, as defined in Article 13.7.

13.8.3 EARNING IN LIEU-TIME

In-lieu time is time earned by part-time employees working beyond their normal workday or extra days beyond their normally scheduled workdays. Such hours are compensated at a rate of 1.0 hour for each hour worked. Once a part-time employee works more than eight (8) hours in one day or forty (40) hours in one week, such time shall be Compensatory Time. All hours worked on a sixth day shall be Compensatory Time. All work performed on a seventh day and /or a Sunday, shall be compensated in a similar manner as Overtime, as defined in Article 13.7.

13.8.4 LIMIT ON ACCRUAL OF COMPENSATORY AND IN-LIEU TIME

The maximum total for accrual of compensatory and /or in-lieu time shall be forty (40) hours, at which time any additional hours shall be paid in the next payroll cycle. An employee who has not requested use of his/her accrued compensatory or in-lieu time, or has been denied its use during his/her work year, shall be paid for all banked accrued time in the June payroll warrant. Accrued compensatory time or in-lieu time not requested for payment at the end of the fiscal school year by June 10 will be scheduled for payment unless otherwise agreed and scheduled with the evaluating supervisor or designee. (Article 13.8.4)

13.8.5 USE OF COMPENSATORY AND IN-LIEU TIME AS TIME OFF

Compensatory and in-lieu time shall be used as time off only with the prior written approval of the employees' supervisor or supervisor's designee, and such requests shall be scheduled as to fit the normal workflow of the district. Such requests shall not be unreasonably denied. The reason(s) for denials shall be given to the employee in writing.

Employees working a twelve month calendar year may elect to carry over to the next fiscal school year calendar a maximum of 40 hours with written approval by the evaluating supervisor or designee for use during the month of July. The compensatory days will be scheduled no later than June 10 or the Friday proceeding, in order to schedule and fir the normal workflow of the district during the summer month of Jul. Compensatory days scheduled during the month of July are not subject to payroll status, except for days on callback at the direction of the district.

13.8.6 RATE OF PAYMENT FOR COMPENSATORY AND IN-LIEU TIME

Compensation for compensatory or in-lieu time shall be paid at the rate in effect at the time at which it is paid (Education Code Sections 45128 and 45131)

13.9 MINIMUM CALL-IN TIME

Any employee called in to work by a District authorized representative (Business, Personnel, Curriculum & Instruction, PPS, Maintenance, Principal, etc.) on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.

13.10 CALLBACK TIME

Any employee called after hours by a District authorized representative on a time when the employee is not scheduled to work shall receive a minimum of 15 minutes pay at the appropriate rate of pay under this Agreement. Pay for additional time will be compensated in 15 minute increments.

13.11 INSTRUCTIONAL ASSISTANTS / PARAPROFESSIONALS' WORK YEAR

The format of a calendar for instructional assistants and paraprofessionals will be set by district management in accordance with each individual school's program, and provided by September 1, except that the length of the work year shall not be involuntarily reduced below 180 days except as provided as a result of a negotiated agreement over the impact of layoffs.

13.12 DIFFERENTIAL COMPENSATION

13.12.1 LATE START DIFFERENTIAL

All employees in the bargaining unit who start a regular eight (8) hour shift after 6:00 p.m., when school is in session, shall work a seven and one-half (7 1/2) hour shift, and be paid for eight (8) hours. During the time when students are not in regular attendance, these employees shall work an eight (8) hour shift with the starting time to be fixed by designated management personnel.

13.12.2 SPLIT SHIFT DIFFERENTIAL

Employees whose shifts are split by more than one hour of unpaid time shall be compensated by an amount equivalent to one hour's pay at their respective placement on the Classified Salary Schedule for each day such a split occurs.

This differential is granted solely for recognizing the extended duration of the employee's work assignment.

13.13 USE OF LICENSES/CERTIFICATIONS OUTSIDE OF JOB DESCRIPTIONS

If the District requests the use of any license or certification held by an employee that is not required within the employee's regular job description, and the employee accepts the additional duties, then the employee shall receive special compensation equivalent to two (2) hours of the employee's applicable rate of pay for each day the license or certification is used.

The District specifically assumes no responsibilities for training, education or other requirement for maintaining said licenses or certifications.

13.14 OVERTIME - EQUAL DISTRIBUTION

Overtime shall be distributed and rotated as equally as is possible among employees in the bargaining unit within each department.

13.15 INCREASE IN HOURS

When the District has determined a necessity of expanding the assigned work hours, days or months, of an existing position, the following shall apply:

a) The additional time for the position shall be offered in the following order or priority:
    1. The incumbent
    2. Other employees in the class on the basis of seniority
    3. Employees who have been laid off and/or reduced in hours with reemployment rights

b) The incumbent in the targeted position when offered additional work must provide written acceptance of the additional time within 10 working days.

c) In the event the incumbent declines or does not respond to the offer of additional time, the employee shall be subject to the layoff provisions of Article 12.

13.16 DECREASE IN HOURS

No persons working as dual capacity employees will be laid off or have their hours reduced in order to create noon duty positions.

The work year, work week and workday shall not be involuntarily reduced below the 1997-98 school year. This provision shall apply to employees and positions but may be amended as a result of a negotiated agreement over the impact of layoffs

ARTICLE 14

LEAVES

14.1 COMPENSATION

Compensation will not be paid to any member of the unit absent for any reason other than those covered in this Article for which compensation is provided.

14.2 SICK LEAVE

14.2.1 Each member of the unit shall be entitled to one (1) day for each month worked for leave of absence for illness or injury during the school year, and such days shall be cumulative and carried forward to the succeeding year. For employees working less than eight (8) hours per day, this entitlement shall be prorated on the basis of the number of hours worked per day.

14.2.2 Sick leave is allowed for the illness or injury of the employee up to the employee's accrued total.

Sick leave, up to the amount that would have accrued during six (6) months at the employee's current rate of accrual, may be used to attend to an illness of a child, parent, spouse, or domestic partner. For purposes of this section, the definition of "domestic partner" shall be that as currently defined by Section 297 of the California Family Code.

14.2.3 Any absence due to illness or accident for three (3) or more consecutive days may be required to be verified by the member's physician or recognized practitioner. Upon exhaustion of full-salary sick leave, the District shall require verification for the full length of absence or portion thereof.

14.2.4 The annual maximum allowance of full-salary sick leave is as follows: Ten (10) month employees 10 days

Eleven (11) month employees 11 days
Twelve (12) month employees 12 days

An employee who has accumulated full-salary sick leave greater than his/her annual maximum allowance shall not be eligible for half-salary sick leave until his/her full-salary leave is exhausted.

Up to one hundred (100) half-salary sick leave days will be granted to eligible employees following exhaustion of all full-salary sick leave. The half-salary sick leave days are non- accumulative from year to year.

An employee becomes eligible to use the 100-half salary sick leave days during periods of his/her extended illness that are verified by a physician's statement.

When a permanent employee exhausts both full-salary and half-salary sick leave allowances, he/she may request a health leave of absence without pay for a definite period of time not to exceed (1) year, subject to renewal for a period up to two (2) years. Request must be accompanied by a physician's statement of incapacity. Return to duty is dependent upon the physician's statement of recovery.

Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery there-from are for all job-related purposes, temporary disabilities and shall be treated as such under the District's sick leave plan.

14.2.5 The District may require a physician's or recognized practitioner's verification of an illness/injury, if an employee has been on sick leave for five (5) or more consecutive days, or after the supervisor's counseling with the employee about whether a questionable pattern of absence exists. Such counseling shall be followed by a written warning that the employee may be required to provide such verification for future absences. Any such written warning shall remain in effect through June 30 of that year. Any expenses incurred by the employee in obtaining verification required by the District shall be reimbursed by the District.

Warnings in two (2) consecutive years is just cause for disciplinary action.

A questionable pattern of absence is indicated by repeated absences that occur as listed below:

a) Before or after holidays,

b) On Monday/Fridays, or the same day every week,

c) On special activity days, such as, but not limited to, track in/out days, graduation, or athletic events.

14.2.6 Upon exhaustion of full-salary sick leave, the District shall require verification for the full length of absence or portion thereof.

14.2.7 As per Education Code 45207, subject to the limitations in Article 14.2.5, up to seven (7) days of an employee's accumulated leave of absence for illness or injury (sick leave) may be used per work year by the employee, at his/her election, in cases of personal necessity. This leave is <u>not</u> in addition to accrued sick leave, but is deducted from the employee's current sick leave balance.

The employee shall not be required to secure advance approval for personal necessity leave taken for any of the following reasons:

a) Death of a member of the immediate family,

b) Illness or accident of a member of immediate family, including parents, and/or birth of their children,

c) Accident involving the employee's person or property or the person or property of a member of the immediate family. As used in this section; "child" means biological, foster, or adopted child, stepchild, legal ward, or child standing in loco parentis, and "parent" means biological, foster, adoptive parent, stepparent, or legal guardian.

14.2.8 Personal necessity leave may be taken with advance notice of at least one (1) day and approval by the immediate supervisor for the following reasons:

a) Appearance in court as a litigant, or as a witness under an official order.
b) Paternity.
c) Bereavement beyond the number of days specified in Section 14.06.
d) Adoption.
e) Attendance at graduation ceremonies involving a member of the immediate family.
f) Marriage of a member of the immediate family.
g) The Superintendent and/or her designee may grant other days for personal necessity leave at his/her discretion for other reasons upon advance notice of at least two (2) days and upon direct application.
h) Four (4) of the seven (7) days may be taken without stating a reason.

14.3 SICK LEAVE BANK

a) CREATION

The parties agree to create a Catastrophic Leave Bank. The Bank's operation shall begin July 1, 2002. The purpose of the Bank is to assist permanent employees who have a long-term catastrophic illness or injury, not covered by the Workers Compensation System, and who have exhausted all other paid leave. A catastrophic illness or injury is defined as a life threatening or terminal illness or injury that prevents the member from working as verified by appropriate medical documentation. It shall be created and operated according to the following provisions:

1. For purposes of this section, a "day" shall be any day a unit member is expected to be on duty during the school year as determined by the terms of this Agreement.
2. The currency of the Bank shall be "hours of leave" of the unit members. Hours in the Catastrophic Leave Bank shall accumulate from year to year. Such leave does not accrue to any individual member.
3. Hours shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank participant.

b) ADMINISTRATION OF THE BANK

1. A 3-member Governing Committee shall administer the CSEA Catastrophic Leave Bank, with each member serving a three-year term, appointed by the Executive Board of Chapter 454. For the first term only, one seat shall be for 1 year, the second seat shall be for 2 years, and the third seat for a full term. Subsequent terms for all seats shall be for the full three-year term. The Executive Board may appoint members to fill open seats caused by resignation.
2. The Committee's authority shall be limited to administration of the Bank. The Committee shall approve all properly submitted requests complying with the terms of this article.
3. The Governing Committee shall set the minimum and maximum number of days the Bank is allowed to accrue, to freeze yearly contributions, or to make special assessments in order to keep the Bank solvent. It shall not authorize withdrawals beyond the then current balance of days/hours of the Bank. All communications to participating members of the Bank shall be the responsibility of the Governing Committee and not that of the District.
4. The Bank is operated solely by the Chapter 454 of CSEA and not by the District. The District shall act only as the means of accounting, collecting and distributing the days/hours of sick leave as directed by the Governing Committee per this article. Creation of this Bank does not obligate the District to provide any days or hours of leave to any individual beyond that deposited to the Bank and correctly authorized for withdrawal by the Governing Committee.
5. The Committee shall keep records of its meetings and of its correspondence. It shall keep all records regarding health information confidential and shall not disclose the nature of any illness or injury except as necessary to process the request for withdrawal and to defend against any appeals.
6. The operation of the Bank, the actions and/or decisions of the Governing Committee, or decisions of the Executive Board regarding appeals of denied withdrawals, are not subject to the grievance sections of this Agreement.
7. If the Bank's operation is terminated for any reason, the days/hours remaining in the Bank at that time shall be returned to the then current participants proportionately to their FTE status.

c) ELIGIBILITY AND CONTRIBUTIONS

1. All permanent employees in paid status must have at least one year's accrual of sick leave plus 1 additional day accrued to become eligible for membership in the Bank. Participation is voluntary, but requires contribution to the Bank. Only active contributors shall be permitted to withdraw from the Bank.
2. Unit members may join the Bank during an open enrollment period once each year, which shall coincide with the unit's health benefit open enrollment period.
3. Unit members who elect not to join the Bank upon first becoming eligible must wait until the next open enrollment period before joining the Bank.
4. Upon creation of the Bank, each participating member shall contribute one equivalent day of sick leave (or the hour equivalent based on the member's

FTE). The contribution of one day per year, once authorized by completion and filing of the appropriate form secured from the Governing Committee, shall continue in each successive year until cancelled in writing to the Governing Committee by the member, or by direction of the Governing Committee of suspension of all yearly assessments. Such suspensions may be rescinded in subsequent years at which time all yearly contributions will resume.

5. A member of the Bank shall not be eligible to withdraw from the Bank as of the effective date of any cancellation. Cancellation of membership in the Bank shall occur automatically whenever a unit member refuses to authorize any special assessment determined by the Governing Committee. If the cancellation occurs during a year,not during the open enrollment period, the member may not rejoin the Bank until the next open enrollment period. Upon cancellation, the sick leave previously authorized for contribution by the participant to the Bank shall not be returned to the participant and shall remain with the Bank.
6. Members whose sick leave balance is insufficient for fulfilling any special assessment shall remain a member of the Bank until July 1, at which time the member shall contribute the amount of the special assessment in order to remain in the Bank.
7. All unused days contributed to the Bank will be carried over from year- to-year. At the end of each fiscal year, the Human Resources Office shall report the total number of days remaining in the Bank to the Governing Committee. In order to keep the Bank solvent, the Committee may make a special assessment of all Bank Members of up to 2 days per year to replenish the Bank.

d) WITHDRAWALS FROM THE BANK

1. The Bank is for members who suffer from a catastrophic illness or injury, not for those who have exhausted their paid leaves for other reasons, therefore participants applying for a withdrawal from the Bank shall be required to submit a physician's statement which includes verification of the need for catastrophic leave. During the first year of implementation, withdrawals cannot be authorized until the Governing Committee has determined that sufficient deposit of days is available for usage.
2. Withdrawals shall not be approved for illness or injury covered by Workers Compensation, or any claim in dispute.
3. Bank members qualifying in number one above must also have exhausted all other forms of paid leave before being eligible for application for a withdrawal.
4. Participating members may be granted a one-time benefit of up to 15 days of catastrophic leave.

5. If the participant is incapacitated, the participant's agent or member of the immediate family may submit the application.
6. To access a withdrawal, members must apply in writing on the appropriate form, to the Governing Committee. The Committee shall meet within 5 working days to consider the request and shall notify the member of the Committee's decision in writing within 5 days of the meeting.
7. A qualifying member whose request is denied may file a written appeal with the Chapter's Executive Board within 10 working days of receipt of the denial. The Chapter Executive Board shall hold a hearing within 10 working days and shall issue a confidential written decision to the applicant within 5 days of the hearing. The Executive Board's decision is final and non-grievable under the grievance section of this Agreement. If the participant is incapacitated and unable to attend the hearing, the participant's agent or member of the family may file the appeal and/or attend the appeal hearing.
8. If the Bank does not have sufficient hours to fund a withdrawal request, neither the District nor the Chapter or any of its affiliates is under any obligation to provide the days/hours. If the Committee determines that the request is valid, it may, at its discretion, fund up to the amount remaining in the Bank, at which time the Governing Committee must make the determination whether to make an assessment of the current members or permanently cease operation. If the Governing Committee denies or partially funds a request solely on the basis of lack of day/hours remaining in the Bank the Governing Committee shall notify the applicant of that fact in writing within 5 working days of the Committee's decision.

14.4 MATERNITY LEAVE

14.4.1 A member of the unit may use sick leave if physically disabled and unable to render service to the District as a result of the pregnancy.

14.4.2 At any time a member is absent as a result of her physical disability arising out of her pregnancy, the employee shall submit a doctor's verification of her inability to render service to the District.

14.4.3 In order to use sick leave for pregnancy disability, the member must have been actually rendering paid service to the district and not on any unpaid leave immediately preceding disability.

14.4.4 A member temporarily disabled as a result of pregnancy, termination of pregnancy, or childbirth may return to duty at any time she is physically able to render full and complete service to the

14.4.5 The employee shall submit a doctor's verification of the employee's ability to return to work.

14.5 HEALTH, STUDY, CHILD REARING, AND OTHER LEAVES

14.5.1 The Board may grant a leave of absence with or without pay for health, study, child rearing, and other reasons approved by the Board upon recommendations of the Superintendent.

14.5.2 The Superintendent may approve leaves of absence with or without pay for up to thirty (30) days in duration. Extensions to these requests or requests for leaves with or without pay that exceed thirty (30) days in duration must be submitted to the Board. After review of the request for extension, the Board may authorize the Superintendent to approve in thirty (30) day increments with the total leave not to exceed a total of one year.

14.5.3 During the period of such unpaid leaves, health benefits may be continued with the premium being paid by the employee.

14.5.4 Employees on leave without pay shall not earn sick leave or service credit.

14.5.5 When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to the District.

14.6 BREAVEMENT LEAVE

Unit members shall be allowed up to five (5) days Leave of Absence without loss of pay for the death of a spouse, parent or child. As used in this section only; "child" means biological, foster, or adopted child, stepchild, legal ward, or child standing in loco parentis, and "parent" means biological, foster, adoptive parent, mother-in-law, father-in-law, stepparent or legal guardian.

For all other members of the unit member's immediate family, the unit member shall be allowed three (3) days of Leave of Absence without loss of pay. For purposes of this section only, "members of the immediate family" means: grandmother or grandfather of the member or member's spouse, son-in-law, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandchild, aunt, uncle, niece, nephew, or any person residing in the immediate household of the unit member, or anyone who has over a period of time for whom the member has stood in loco parentis. The unit member may be asked to provide verification of the relationship to the unit member or spouse.

Up to a maximum of one (1) day Leave of Absence may be used for a person who is "of a close relationship" to the unit member. The relationship must be proven.

14.7 MILITARY LEAVE

14.7.1 The tenure status of a member of the unit shall not be affected by virtue of his or her induction or call to active duty in any branch of the Armed Forces of the United States of America or the State of California.

14.7.2 Any employee who is on temporary military leave of absence and who has been in the service of the public agency from which the leave is taken, for a period of not less than one (1) year, immediately prior to the day on which the absence begins, shall be entitled to receive his/her salary or compensation as such public

employee for the first thirty (30) calendar days of any such absence. Temporary Military Leave of Absence means a leave of absence from public employment to engage in ordered military duty for a period which, by the order, is not to exceed one-hundred-eighty (180) calendar days including travel time.

14.7.3 Such absence does not affect classification and does not constitute a break in service, although he/she may not count such absence as part of the service required as a condition precedent to permanent classification.

14.7.4 Upon return from military service, within six (6) months, the employee is entitled to his/her former position at a salary he/she would have received had he/she not been in military service.

14.7.5 During Reserve Corps and National Guard emergency military service periods, the time for which is ordered by the President of the United States or the Governor of California, the member of the unit will be granted leave as necessary.

14.8 JURY DUTY OR WITNESS LEAVE

Leaves of absence shall be granted employees regularly called for jury duty, or under an official order to appear as a witness in court (other than as a litigant), or to respond to an official order from another governmental jurisdiction. The school district will pay the member of the unit the difference between his/her regular salary and the amount he/she receives for witness or jury fees.

When appearance in court as a litigant is necessary, the member of the unit may use personal necessity leave as provided in this article.

14.9 INDUSTRIAL ACCIDENT LEAVE

14.9.1 An industrial accident or illness as used in this section is defined as illness or injury which qualifies under State Workers' Compensation Insurance as being work connected.

14.9.2 Industrial accident or illness leave up to sixty (60) days per accident/illness shall be granted to an employee covered by this Agreement.

14.9.3 When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Workers' Compensation Leave of this State at the time of exhaustion of Leave benefits under this section, he/she shall be entitled to use only so much of accumulated and available normal sick leave and vacation leaves, which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay. When all paid or unpaid leaves of absence have been exhausted following an industrial accident or illness, the employee's name shall be placed on the reemployment list for the class from which he/she was on leave for a period not to exceed thirty-nine (39) months.

14.9.4 An employee may be deemed to be recovered from an industrial accident or illness and thereby able to return to work at such time as the employee and the employee's physician agree that there has been such a recovery. However,

the district reserves the right to require a corroborative medical opinion at the District's expense and to deny the right if such opinion is not in agreement with the employee's physician.

14.9.5 Allowable leave shall not be accumulated from year to year.

14.9.6 Industrial accident or illness leave will commence on the first day of absence.

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

14.9.8 When an industrial accident or illness 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.

14.9.9 Whenever possible, the District will make a reasonable accommodation to place an injured employee on an early return to work program. Said placement shall be in accordance with the District's policies and any applicable law concerning injured workers including the Americans with Disabilities Act.

14.10 MISCELLANEOUS LEAVE MATTERS

14.10.1 Absence under paid leave shall not be considered a break in service, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence. An unpaid leave shall not accrue other benefits provided under the provisions of this Agreement during the period of the leave.

14.11 FAMILY MEDICAL LEAVE ACT

The Family Medical Leave Act shall be available to all bargaining unit members who qualify under the provisions of the Act. All other requests may be considered on a case by case basis.

14.12 STATE DISABILITY INSURANCE (SDI)

The District's participation in the State Disability Insurance (SDI) program shall be subject to applicable law and program requirements. The first seven days of a unit member's SDI claim is a non-payable waiting period, however, the employee may request to use accrued sick leave, vacation, and other paid leaves in order to remain in paid status during the seven (7) day waiting period.

After the seven (7) day waiting period, and assuming the claim is awarded, the employee may request to use sick leave, vacation, and other paid leaves in order to supplement their income through disability payments in accordance with applicable law and requirements. To the extent permitted by applicable law, leaves used to supplement an employee's SDI benefit will be reduced only by the proportion necessary to maintain the employee at 100% of their regular pay. To the extent permitted by applicable law, employees who exhaust their regular sick leave may use differential/extended sick leave for supplemental purposes.

14.13 REPRODUCTIVE LOSS LEAVE

Effective January 1, 2024, the District shall comply with the recently enacted Reproductive Loss Leave Law.

ARTICLE 15

HOLIDAYS

15.1 All employees in the bargaining unit are entitled to the following paid holidays: (Legal Holidays as provided for by Education Code Sections 37220 and 45203 and Board Designated Holidays.)

Holiday
Independence Day
Labor Day
Veteran's Day
Admission Day (in lieu)
Thanksgiving Day
Day After Thanksgiving
Winter Holiday
Christmas Day
Winter Holiday
New Year's Day
Martin Luther King Jr. Day
Lincoln's Birthday
President's Day
Spring Vacation Day
Memorial Day
Juneteenth

Floating Holiday - Leap Year, see article 15.7

15.2 When a legal holiday, as defined by Education Code Section 45203, falls on a Sunday, the following day is declared a holiday. When the legal holiday falls on Saturday, the preceding Friday is declared a holiday.

15.3 As provided in Education Code Sections 37220 and 45203, every day appointed by the President or Governor of this State as a public fast, mourning, thanksgiving or holiday requiring the closing of schools shall be a paid holiday for all employees in the bargaining unit provided they meet the requirements of Section 15.4.

15.4 An employee must be in paid status during any portion of the working day immediately preceding or succeeding the holiday to be paid for the holiday.

A unit member not scheduled to perform his/her assignment on any of the holidays listed herein shall receive one fifth of his/her weekly pay for the qualifying holidays(s).

Employees in the bargaining unit who are not normally assigned to duty during the school holiday periods Christmas and spring vacation shall be paid for all holidays within that period of time provided they were in paid status during any portion of the working

day of their normal assignment immediately preceding or succeeding the holiday period.

15.5 Members of the bargaining unit required to work on any legal holiday shall be paid compensation, or given compensating time off for such work in addition to the regular pay received for the holiday, at the rate of time and one-half the regular rate of pay. The employee shall have the option of selecting the form of holiday compensation.

Notwithstanding the adoption of separate work schedules for the certificated and the classified service, on any school day during which pupils would otherwise have been in attendance but are not and for which certificated personnel receive regular pay, classified personnel shall also receive regular pay whether or not they are required to report for duty on that day. (Ed Code. 45203)

15.6 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 classified employees who are a part of the bargaining unit.

15.7 During Leap Year, employees working more than ten (10) months, and in paid status on February 29, are entitled to one (1) floating holiday. That holiday shall be credit and treated in the same manner as a vacation day.

ARTICLE 16

VACATION

16.1 All Employees in the bargaining unit shall earn paid vacation under this Article. Vacation benefits are earned on a fiscal year basis, July 1 - June 30 each year.

16.2 Earned vacation shall not become a vested right until completion of the initial six months of employment.

16.3 Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it was earned. Where desired by the employee, the paid vacation may be granted in the fiscal year in which it is earned, except as provided in section 16.12 herein.

16.4 The District shall notify all employees in the bargaining unit and their immediate supervisors of accrued vacation credit projected to June 30 of each year by February 15 of each year.

16.5 Pay of vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been working at the time vacation is granted.

16.6 Upon separation from service, employees in the bargaining unit shall be entitled to compensation for all vacation pay earned and accumulated up to and including the effective date of termination, as per Section 16.9.

16.7 Employees in the bargaining unit may interrupt or terminate vacation if they are hospitalized or if there is a death in the immediate family. In these instances the sick leave provisions and bereavement leave provisions of this Agreement shall apply.

16.8 If for reasons of workload, as determined by the employee's immediate supervisor, a bargaining unit member is not permitted to take all or any part of his/her annual vacation, the amount not taken shall, at the option of the employee, be accumulated for use in the following year, or be compensated in money payment.

16.9 UTILIZATION OF ACCUMULATED VACATION, VACATION CARRYOVER, AND VACATION SELLBACK

Unit members may elect to carry over up to one (1) year's entitlement of earned vacation to the following year. Upon February notification of members' July 1st projected vacation accumulation, members shall be given the option to either schedule excess vacation by April 15th or be paid for the amount of the overage not to exceed fifteen (15) days. Any additional days still in excess of one year's entitlement of carryover will need to be scheduled by April 15th. If a member fails to schedule vacation days in excess of their one-year entitlement by April 15th, then management may exercise its right to schedule those

vacation days for the member. Any vacation days scheduled by management in these limited circumstances may not be canceled by the member without management approval.

16.10 VACATION CREDIT

Vacation credit shall be accrued at the following rates (Annually):

10 Month employees: 10 days
11 Month employees: 11 days
12 Month employees: 12 days

Accrued vacation credit shall be increase incrementally based on longevity at the following rates:

Completed & Consecutive Years in District	Multiplier
0-4	1.00
5-8	1.25
9-12	1.50
13-16	1.75
17+	2.00

Employees who begin or terminate their employment with the district shall be granted vacation credit that year on a pro-rata basis based upon their work calendar and the number of days the employee is on paid status.

Any less than 12-month employee working an extended school year/summer shall earn adjusted vacation time at .05 per hours worked and adjusted by the multiplier above.

16.11 When a holiday falls during the scheduled vacation of any bargaining unit employee, the holiday shall not count as a vacation day.

16.12 Vacation periods shall be scheduled so as to fit into the normal work flow of the district. Twelve-month employees shall submit vacation requests to their evaluating supervisor, or his/her designee, by May 1, for use during the following fiscal year. The evaluating supervisor shall respond in writing to such requests by June 1.

If an employee does not submit a request, the evaluating supervisor shall take the appropriate steps to insure that vacation is scheduled.

Once scheduled, the employee is guaranteed those days, notwithstanding a governmentally declared emergency.

For vacation requests not submitted by May 1, or for changes and/or additions, sufficient notice must be provided to the evaluating supervisor to allow for workplace coverage.

16.13 School employees working less than twelve (12) months, but more than ten (10), may take up to ten (10) days of vacation during the instructional calendar. All other vacation

time shall be taken when school is in recess during the regular school year, except for those days designated as paid holidays. Any excess shall be paid out in cash payment.

16.14 Ten-month employees may not take vacation time during the school year. Such employees shall be paid for their vacation in the June warrant, or upon the employee's election, equally among their monthly warrants.

Ten-month employees may use vacation time for reasons of personal necessity as defined in article 14.2.4. Use of vacation time for reasons of personal necessity will require prior approval. Employees who have elected to be paid for vacation time equally among their monthly warrants will not be eligible to use vacation time for reasons of personal necessity

16.15 As a regular reporting device, an absence certificate shall be completed by the employee stating "vacation" as the reason for absence.

ARTICLE 17

PAY AND ALLOWANCES

17.1 Salary

17.1.1 For the 2024-2025 school year: One percent (1%) one time off schedule payment (eligibility limited to unit members employed by the District as of this date of this signed tentative agreement).

For the 2025-2026 school year, classified salary schedules shall be increased by the same percentage as the final 2025-2026 COLA, effective July 1, 2025. The District's contribution to employee medical benefits shall be increased by the same percentage as the final 2025-2026 COLA, effective July 1, 2025.

Should any other bargaining unit or employee group receive an on-going salary schedule increase, one time off-schedule payment, or increase to the District's annual contribution to employee's health and welfare benefits premiums (under Article 18) for the 2024-2025 or 2025-2026 school year, then CSEA will be offered the same compensation increase for that school year.

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

Dual Capacity employees that work in one of their jobs as a Noon Duty Supervisor shall be paid for the Noon Duty Supervisor hours on Range 8 Step B.

An employee who is hired for an additional part-time position, and thus become s dual capacity employee, shall be placed on the appropriate step of the salary schedule for that additional position based up on the employee's qualifications and experience in the area of the additional position.

A new employee who receives wage credit for advance step placement must be provided documented verification. Notice will be provided to the Union upon written request.

17.3 All employees in the bargaining unit shall be paid once per month payable on the last day of the month on which the District Office is open with exception of any conflict with the County Office

17.4 Any employee in the bargaining unit has the option of correcting payroll errors which have resulted in insufficient payment as follows:

17.4.1 A supplemental warrant to be issued not later than five (5) working days after the error has been established.

17.4.2 An adjustment on the next month's payroll.

17.4.3 OVERPAYMENT

In the event an employee is overpaid, the District shall first notify the employee in writing and consult with the employee in order to establish a repayment plan that takes into consideration the needs of the employee. Exceptions shall be cases in which the employee is separating from the District.

In the event of direct deposits, the District shall not withdraw funds from any employee's financial account without the permission in writing of the affected employee. Exceptions shall be cases of employee's separating from the District.

17.5 A warrant for an employee in the bargaining unit which is lost or destroyed after receipt or which is not delivered within five (5) days of mailing shall be replaced upon the employee providing the payroll department with a signed Affidavit of Lost Warrant as follows:

17.5.1 A warrant which has been endorsed shall not be replaced until it has been declared stale-dated.

17.5.2 If a warrant which has been endorsed, is cashed by a party or parties unknown, it shall not be replaced.

17.5.3 A warrant which has not been endorsed shall be reissued within twelve (12) working days.

17.6 PROMOTION

When an employee is promoted, that is, reassigned to a position in a class with higher salary range than their previous class, their salary shall be adjusted so that they are placed on the appropriate step of the salary schedule within their new ranged based upoin the employee's qaulifications and expereicens (inside and outside of the District). In the event that such placement does not result in at least a 5% increase in thei salary they shall be assigned to a step in the new range which is at least 5% above their existing salary.

17.7 WORKING OUT OF CLASS

Whenever a unit member is temporarily to perform duties inconsistent with, and in a class higher than those of their regular position, their salary shall be adjusted upward to their current step in the actual salary range of the higher classification.

17.7.1 Opportunities for working out of class shall be offered to the most senior person in the department/site unless the district can show that another person with less seniority is more qualified for the particular out of class assignment.

17.7.2 When a unit member has a long term absence requiring a substitute, as determined by the District, another qualified unit member shall be allowed to substitute in the position during the vacancy. No more than one staffing

change shall result. Selection criteria for the substitute opportunity shall be consistent with the criteria in 17.7.1 above. To be considered for the substitute opportunity, the substitute opportunity must be in a classification higher than the would-be substitute's current classification.

17.8 Any employee in the bargaining unit required to use his/her vehicle on district business shall be reimbursed at the current IRS rate per mile for all employees for all miles driven on behalf of the District.

17.9 The District will arrange for lodging and payment for such lodging for any employee in the bargaining unit who, as result of work assignment, must be lodged away from home overnight. Costs for meals must be reimbursed if the employee is attending a District approved conference, school or workshop. Meals will be reimbursed in accordance with U.S General Services Administration (GSA) guidelines. These amounts shall be payable in a separate warrant drawn against District funds within ten (10) days working days of submission of the claim by the employee in the bargaining unit.

17.10 For sick leave, vacation, longevity and step advancement purposes, adjustments shall occur annually, in July, and not on the employee's anniversary date. For service toward the probationary period, the employee's anniversary date is the first day of the month of hire if employed between the first and the fifteenth, inclusive, of the month. Those employed between the sixteenth and the end of the month will begin their anniversary date the first of the following month.

17.11 Mandatory Inservice Training (required for an employee's job description or required certificates), shall take place during normal/regular working hours whenever feasible. In the event it is other than normal working hours, the employee will be paid at the regular or overtime rate of pay, whichever applies.

17.12 The district shall reimburse employees for the tuition and costs of all training programs required by the District and approved by the Superintendent or designee. The District shall also reimburse employees for obtaining, updating, and or renewing any certificated and or licenses required as a condition of their current employment.

17.13 The District shall not utilize non-bargaining unit personnel to perform bargaining unit work until CSEA has been notified and until the parties have reached a negotiated agreement over the impact on employees represented by CSEA including individuals in layoff status. Use of volunteers shall be in accordance with and limited to extent provided by applicable law. Special projects for volunteers shall include, when appropriate, a bargaining unit member on paid status to assist with the performance and oversight of such work.

17.14 Effective July 1, 2021, all members of the bargaining unit shall receive longevity pay as follows:

10 consecutive years completed in District - $828 per year (for 12-month employees); $759 per year (for 11-month, or less, employees)

12 consecutive years completed in District - $1100 per year (for 12-month employees); $1008 per year (for 11-month, or less, employees)

14 consecutive years completed in District - $1384 per year (for 12-month employees); $1269 per year (for 11-month, or less, employees)

16 consecutive years completed in District - $1656 per year (for 12-month employees); $1589 per year (for 11-month, or less, employees)

18 consecutive years completed in District - $1941 per year (for 12-month employees); $1779 per year (for 11-month, or less, employees)

Every two years thereafter – Additional $284 per year (for 12-month employees); $261 per year (for 11-month, or less, employees)

Longevity payments shall be considered part of the salary schedule and will increase whenever there is an increase to the salary schedule.

17.15 PROFESSIONAL GROWTH

Subject to approval by the District, members are eligible to be reimbursed for the successful completion of seminars, conferences, and courses taken at adult schools, community colleges, technical schools, and universities so long as the subject matter is relevant to District work (in and outside of their current classification) or required as part of their degree program.

Unit members may elect to submit their planned coursework for prior approval, and they shall submit proof of successfully completed coursework not later than 60 calendar days after issuance of official transcripts or written proof of successful completion.

a) Compensation Categories (increased amounts effective January 1, 2021)

1. Seminars, Conferences, Adult School, etc. 15 Hours = 1CEU 1 CEU = $30.00

2. Community College/Technical School a semester unit = $50.00

3. University/College 1 semester unit = $300.00

4. Effective January 1, 2021, a $1,200 maximum per employee per school year will be available for professional growth. Any money not used in a given year will not accumulate for use in future years.

17.16 CLASSIFICATION/RECLASSIFICATION/UPGRADE

a) Definitions:

- A Reclassification is a change in title and/or job description using the following criteria: Significant new or different duties/tasks, which are not currently in the job description.

- An Upgrade is a change in the range placement of any position(s) for any of the following reasons:
    1. The position is improperly placed on the salary schedule in relation to similar class or positions (i.e., clerical, maintenance, assistants, etc
    2. Position is out of line with similar position in comparison with agreed upon districts as to its placement on the salary schedule.
    3. Increase responsibility, complexity of current technical and/or decision-making skills.
    4. Less supervision by others and/or more supervision of others.

b) Placement in class: Every position shall be placed in a class and accompanied with a job description. All classifications shall be placed within the bargaining unit according with the Ed. Code.

c) <u>REQUEST APPLICATION AND TIMELINES</u>

Request for reclassification/upgrade: An employee is entitled to request that his/her position be reclassified or upgraded.

Request: In order to meet the criteria, an employee must submit their request and supporting documentation to the Human Resources Department no later than March 20 of each year. The request shall consist of the following:

- Employee name and current classification, title, range, and site
- Employee requested classification, title, and range
- Statement from the employee stating the reason for their request
- Supporting documentation provided by the employee will also be considered **or** Supporting documentation including job title, salary range and salary schedule from all districts within Solano County
- Supervisor's signature indicating their review
- Any additional supporting documentation the employee wishes to provide

It is the employee's responsibility to submit the request and all supporting documentation to the Human Resources Department by the deadline. Ther request will then be reviewed by the Reclassification Committee. The Reclassification Committee may choose to deny the request, forward the request to the Reclassification Panel or mutually agree to the changes.

d) THE RECLASSIFICATION COMMITTEE

1. All reclassification/upgrade application requests shall be screened by a committee comprised of both CSEA and the District prior to being sent to the panel. The committee will review to see if applications meet the criteria:

    a) The committee will decide the documentation is complete and meets the criteria.

b) Workload increase will not be considered a basis for either reclassification or upgrade.

c) There shall be no reclassification or upgrade of vacant positions.

d) Decide that reclassification is not appropriate based on documentation and is therefore denied and not forwarded to the panel.

e) If the Association and the District mutually agree to changes in title, range, or the addition to or deletion of duties from a job description, the changes need not go before the panel and shall be put in place after the normal ratification procedures of each party.

e) THE RECLASSIFICATION PANEL

1. The panel consists of the following: one CSEA appointee, one management appointee, and a neutral who is chosen by both parties. The cost of the neutral, should there by any, shall be shared by CSEA and the District.

2. The review panel shall meet once a year in April and/or May.

3. The employee(s) requesting the reclassification/upgrade shall present his/her facts to the review panel with any substantiating evidence.

4. The review panel shall have the authority to recommend the following:
   i. Range placement.

   ii. Changes or update of the job description.

   iii. Title changes.

   iv. Creation of a new classification or range.

      1. New classifications shall be assigned to the salary schedule pending negotiations on the appropriate placement of the new classification. Such negotiations shall be completed within sixty (60) working days of establishing the new classification.

   v. Internal consistency/integrity of the salary schedule must not be disrupted.

5. Upon reclassification upward or upgrade of a position or class of a position, the position (s) shall be assigned a range at least one range higher than the

former range. The incumbent(s) in the position(s) shall be reclassified or upgraded with the position (s) and shall retain the previous step.

6. All approved reclassifications/upgrades shall take effect as of the following July 1st unless special circumstances mutually agreed upon arise.

7. The recommendations of the panel shall be forwarded to the Superintendent for his/her final approval, which is binding.

8. The Superintendent response to reclassification/upgrade requests will be provided no later than September 1st unless special circumstances mutually agreed upon arise.

9. The Superintendent's decision on Reclassification/Upgrade requests will be rendered in the order received.

ARTICLE 18

FRINGE BENEFITS

18.1 BENEFIT PLANS

Subject to 2024-2025 negotiations the District's annual contribution shall revert to $7,500, effectively July 1, 2024. The District's contribution to employee medical benefits shall be increased by the same percentage as the final 2025-2026 COLA, effectively July 1, 2025.

The District will provide the following fringe benefits to unit member in accordance with 18.3.

a) MEDICAL INSURANCE

A medical insurance health plan selected from the following list:

Kaiser HMO $30
Kaiser Deductible HMO Kaiser HSA $2800
Kaiser HSA $1800
Sutter Health Plus HMO $20
Sutter Health Plus HSA $2500
Western Health Advantage HMO $20
Western Health Advantage HSA $1800

b) DENTAL INSURANCE

Delta Dental will pay 50% of covered fees for covered prosthodontics benefits (replacement of missing teeth), 100% of dental accident benefits and 50% of orthodontic benefits. (Percentage for these services do not increase as they do for preventative, basic, etc.) Payments for diagnostic, basic, restorative and prosthodontics services are limited to a maximum of $1,500 per person per calendar year. Payments for dental accident benefits are limited to a separated $1,000 maximum per calendar year.

Note: In order to make changes to dental benefits, an employee must have a documented qualifying life event, which includes the following:

- Loss of coverage, including turning 26 and aging out of parent plan.
- Change in household: marriage, divorce, having a baby, adopting a child, death in the family.
- Change in residence: moving to a different ZIP code or county.
- Other: change in income, additional hours or loss of hours, change in position.

c) IRS SECTION 125 FLEXIBLE BENEFIT PROGRAM
The District shall provide an IRS Section 125 Flexible Benefit plan through a third-party administrator. The plan shall include dependent day care, flexible spending account and supplemental plan options.

Hold Harmless Clause: In respect to any possible lack of follow-through, changes in IRS codes, or need for change of party administrator, the emp loyees and CSEA shall hold the Travis Unified School District harmless.

d) VISION INSURANCE
The District shall offer a vision plan to all bargaining unit members that is comparable to the vision plan offered to other bargaining units.

e) IN LIEU BENEFIT
The District shall continue to provide a cash in lieu benefit for those unit members who are receiving said benefit on or March 13,2008. The amount per month of employment of this benefit shall be $440.00. This amount shall be prorated for part time employees according to the schedule in Article 18.3.

Subject to the requirements of the health care providers, employees receiving the in lieu benefit are eligible to elect to convert that benefit to health care coverage during the annual open enrollment period, other times as permitted by the health care providers, or as mandated by law. This conversion may occur one time only. That is, once this benefit is converted to health care coverage, the employee shall lose the eligibility to revert to the in lieu benefit.

Employees hired after July 1, 2005, shall be offered enrollment in health care plans, however, they will <u>not</u> be eligible to receive the in lieu benefit, at that time or, any time in the future.

Employees who enrolled in health care coverage before October 2005, had the opportunity to elect, one time only during the October 2005 open enrollment period, to convert their health insurance benefit to the cash in lieu benefit. This benefit is no longer available.

f) LIFE INSURANCE
This District shall make available to unit member a District-paid forty thousand dollar ($40,000) term life insurance plan.

18.2 The District shall increase the current maximum monthly sum contribution to health care premiums (the benefit cap) from five hundred seventy five dollars ($575.00) to six hundred twenty-five dollars ($625.00) per month, effective January 1, 2018, per qualifying employee and his/her dependents, unless the employee is eligible for the cash in lieu payment under 18.1 (e).

Once an employee elects a given medical plan and specific plan coverage option, The District shall continue to make the necessary payroll deduction to maintain that plan membership for the employee, including any required increases in payroll deduction required by increases in plan rates, until such time as the employee submits the appropriate forms to the District Office to change plans and/or coverage options. Such request are subject to the limits of law, and the rules set forth by the plan carriers.

18.3 All regular and part-time employees are eligible for health and dental insurance on a pro-rata basis from two to eight hours with quarter hour increments shown as follows:

Hours		**Hours**		**Hours**	
2	31.250%	4	56.250%	6	81.250%
2.25	34.375%	4.25	59.375%	6.25	84.375%
2.5	37.500%	4.5	62.500%	6.5	87.500%
2.75	40.625%	4.75	65.625%	6.75	90.625%
3	43.750%	5	68.750%	7	93.750%
3.25	46.875%	5.25	71.875%	7.25	96.875%
3.5	50.000%	5.5	75.000%	7.50	100.000%
3.75	53.125%	5.75	78.125%		

California School Employees Association (CSEA) and Travis Unified School D istrict (TUSD) agree to form a joint benefits committee. This committee will rev iew health insurance options, including CalPERS, for cost effectiveness and to s ecure benefits for retiree medical coverage.

The committee will consider all options for options for cost containment includi ng but not limited to:

- Review plan configurations
- A district wide plan for Orthodontics
- The current district benefits CAP
- Chiropractic as a health plan option

This committee and all of its findings are advisory pending ratification by the pe rspective units.

ARTICLE 19

BUS DRIVERS

19.1 Bus drivers shall bid on District established routes at the beginning of each school year according to seniority and shall be paid according to the time established for each route. In the event two or more bus drivers have the same date of hire as a bus driver, seniority shall first be based on date of hire as a substitute bus driver in the District. If substitute date of hire is equal, the total number of hours worked, including all overtime hours worked in the classification shall be included. If the employees have met the same requirements stated above, total number of years of experience as a school bus driver shall determine the seniority for bidding of bus drivers on district established routes. Each route shall allow at least thirty (30) minutes at the beginning of the route for a safety check and at least fifteen (15) minutes at the end of the route for clean-up. There shall be three (3) possible routes during a school day.

19.2 Non-district funded field trips may be contracted out.

19.3 All drivers will be provided fringe benefits according to their hours in paid status.

19.4 If a route is reduced or eliminated during the school year, the affected driver shall have bumping rights to other routes held by less senior drivers.

19.5 DRUG AND ALCOHOL POLICY

a) The parties agreed that the District Drug and Alcohol Policy and Testing Program conforms to the law and is fair and equitable to the covered employees.

b) The covered employees, for purposes of this section, are: the Lead Bus Driver, Bus Drivers and Bus Mechanics, and their respective substitutes or any other job title subject to testing designated by Department of Transportation (DOT) or successor agency.

c) Prior to testing for controlled substances or alcohol under this policy, the District will notify employees that the alcohol and controlled substance test is required. The District shall provide a copy of the District Drug Policy and testing provisions to each new employee upon initial employment. At that time an attached certificate of receipt is to be signed by the employee.

d) The types of tests required by law are as follows: Pre-Employment Testing, Post Accident Testing, Reasonable Suspicion Testing and Random Testing.

e) The Supervisor of Maintenance and Transportation is the District-designated Supervisor authorized to make the decision to test an employee under the Reasonable Suspicion provisions of the District Drug Policy. In his/her absence, any other administrator/designee who has received appropriate training as recognized by DOT or successor agency shall make the decisions to test.

f) Both parties agree that a "Zero Tolerance" policy is the appropriate standard to be applied to employees who violate the prohibited conduct section of this policy, and to those employees who refuse to submit to an alcohol or controlled substance test. Under the Zero Tolerance Policy, employees testing positive for controlled substance test. Under the Zero Tolerance Policy, employees testing positive for controlled substances or receiving a .02 or higher reading on the breath test (EBT) will be dismissed.

g) The substances for which testing must be conducted are: Marijuana, cocaine, opiates, phencyclidine (PCP), amphetamines, alcohol and/or any controlled substance designated by DOT or successor agency.

h) For random testing the District will either make available one of its vehicles for transporting employees to the testing site or allow employees to use their own private vehicles. If the employee uses his/her own vehicle to travel to the test site, the District will pay mileage if applicable and will compensate employees for additional work time required for testing. In post accident or reasonable suspicion the District will transport the employee to the testing site.

i) The cost of a split sample test shall be borne by the employee. However, the employee will be reimbursed for such expense if the retest is negative.

j) The employee's test results will be released to the District. Test results cannot be released to any other party without the written consent of the employee with the exception of:
   1. The Secretary of Transportation
   2. Any DOT Agency
   3. Any state or local officials will regulatory authority over the employers or any of its employees, or when required as part of an accident investigation by the National Transportation Safety Board
   4. A decision maker in a lawsuit grievance, or any other proceeding initiated by or on behalf of the employee
   5. District's liability insurance carrier

k) The local collection site shall be determined by the District.

l) Permanent employees who voluntarily come forward and request assistance for a drug or alcohol related problem, prior to receiving a notification for required testing, will not be disciplined per this section. They may utilize this option one time only.

ARTICLE 20

GRIEVANCE PROCEDURE

20.1 PURPOSE

This grievance procedure shall be used to process and resolve grievances arising under this agreement.

a) To equitably resolve grievances informally at the lowest possible level.

b) To provide an orderly procedure for reviewing and resolving grievances promptly.

c) Neither the District nor the Association shall unlawfully discriminate against any unit member with respect to the application of any specific provision contained in this Agreement on the basis of race, color, creed, age, gender, national origin, marital status, pregnancy, sexual orientation, religion or disability.

It is recognized that any unit member may elect to pursue a charge of discrimination through contract procedures or that of an outside governmental agency such as the Department of Fair Employment and Housing (DFEH) or Equal Employment Opportunity Commission (EEOC).

It is understood to be in the interest of the District and the employees for resolving issues of alleged discrimination in a manner that is impartial, and of least disruption to District operations, therefore the following provisions will be utilized when an employee' claim of discrimination is provided to the District.

1. The employee will be informed of his/her right to pursue the desired corrective action through exercise of contract provisions, or the use of the governmental agencies listed above.

2. If the employee elects to utilize the contract provisions and the issue isn't resolved through Level II of the grievance procedure, the issue will be submitted to binding arbitration.

3. If the employee elects to utilize an outside agency such as those listed above (or their successor) for addressing an allegation of discrimination, the time lines for filing a grievance will be suspended until the agency has provided acknowledgement to the employee that its investigation has been completed. If findings of the investigating agency supports the employee' claim and the agency decision is to pursue the claim, the employee and the District shall be bound by terms of the administrative forum empowered to issue corrective action of the claim and there will not be allowance for contract grievance filing.

4. In the event the outside agency fails to issue a determination for sustaining the allegation of discrimination, or fails to act on the employee complaint, the employee may elect to seek corrective action through the grievance procedure. The time line for utilizing the grievance procedure resulting from inaction by the governmental agency will begin upon receipt of the agency's notification to the District.

20.2 DEFINITIONS

20.2.1 A "grievance" is an alleged violation, misinterpretation or misapplication of the express terms of this Agreement which directly or adversely affects the grievant. Actions to challenge or change the terms of this agreement shall not be considered a grievance. Matters for which a specific method of review is provided by law, by District policy or regulation, or by terms of this Agreement, are not within the scope of this procedure.

20.2.2 An "employee" is a person in the bargaining unit.

20.2.3 A "day" is any day in which the District Office is open for business.

20.2.4 "Grievant" is the Association or a member or members of the representation unit covered by this Agreement who files a grievance.

20.2.5 A "Supervisor" is a member of management who supervises an employee or employees in the unit.

20.3 TIME LIMITS

Every effort shall be made to complete action within the time limits contained within the grievance procedure; time limitation may be shortened or extended by written stipulation of both parties.

20.4 INFORMAL LEVEL

Within fifteen (15) days after the grievant knew or should have known of the event of circumstances occasioning the grievance, the grievant shall initially meet with his/her immediate supervisor in an attempt to resolve the grievance informally.

20.5 LEVEL 1

If the informal discussion fails to resolve the grievance to the satisfaction of the grievant, a formal grievance may be initiated in writing no later than ten (10) days after the informal discussion. The formal grievance shall be filed with the management level supervisor.

The formal document shall contain a concise statement of the grievance, stating specific sections of the Agreement allegedly violated, misinterpreted, or misapplied, the circumstances involved, and the specific remedy sought.

Within ten (10) days after the filing of the formal grievance, the management level supervisor shall investigate the grievance and give his/her decision in writing to the grievant. If a request for a conference is made by either the grievant or the immediate supervisor, such a conference shall be held within the ten (10) day period. In any case where the Association did not represent the grievant, the Association will have five (5) working days from receipt to review the District's proposed decision.

20.6 LEVEL II

If the grievant and the Association are not satisfied with the decision rendered at Level I, they may appeal the decision within ten (10) days to the Superintendent or designee.

The appeal shall include a copy of the original grievance, the decision rendered at Level 1, and a clear, concise statement of the reasons for the appeal.

Within ten (10) days after the appeal is filed, the Superintendent or designee shall investigate the grievance and render a written decision which shall be given to the grievant and the Association.

20.7 LEVEL III

a) The Association, by written notice to the Superintendent within fifteen (15) days after receipt of a decision, may submit the grievance to binding arbitration.
b) An impartial arbitrator shall be selected jointly by the Association and the District within ten (10) days of receipt of the written request. In the event that the parties cannot agree upon an impartial arbitrator, the American Arbitration Association (AAA) shall be requested to supply a list of names or arbitrators who have had a minimum of five (5) years experience in hearing public school arbitrations.

   Within five (5) days of the receipt of the list of names from the AAA, the parties shall meet. Alternate names shall be stricken until only one remains. The party to strike the first name shall be determined by the flip of a coin.
c) The fees and expenses of the arbitrator and court reporter, if required by the arbitrator, shall be shared equally between the District and the Association. Any additional expense shall be borne by the party incurring such expenses.
d) The arbitrator shall have no authority to add to, delete, or alter any provision of the Agreement, but shall limit the decision to the application and interpretation of its provisions.
e) The arbitrator shall rule upon the arbitrability of the issue prior to hearing the merits of the grievance.
f) After hearing the evidence, the arbitrator shall submit his/her findings and binding decision in writing to the District, and the Association.

20.8 MISCELLANEOUS

a) Response – If the District fails to respond to a grievance within the time limits specified for the level, the grievant shall have the right to appeal to the next level.

b) The grievant and the CSEA Job Representatives shall be entitled to release time while processing grievances.

c) Records - all records of the proceedings shall be retained by the Personnel Department in a separate grievance file.

d) Reprisals - No reprisals shall be taken by or against any participant in a grievance procedure by reason of such participation.

e) Representation - Each party may be represented by a conferee at each stage of the grievance procedure.

f) Pay - A grievant and/or witness required to be absent themselves by reason of this grievance procedure shall not suffer any loss of pay. The Union shall make prior arrangements for the release of any witnesses necessary to process the grievance.

g) Time Limitations - Failure to appeal a decision within a specified time limit shall be deemed an acceptance of the decision.

h) Initiate Grievance (Level II) - If a grievance arises from action or inaction on the part of a member of the administration at the level above the management level supervisor, the aggrieved shall submit such grievance in writing to the superintendent or his/her designee.

i) Forms - forms for filing and processing grievances shall be prepared jointly by the District and CSEA.

j) Grievance Without Intervention - An employee may present a grievance without the intervention of the Association as long as the adjustment is not inconsistent with the terms of the Agreement provided that he/she shall not agree to a resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

k) The grievant shall comply with administrative direction until the grievance has been processed.

ARTICLE 21

DISCIPLINE

Disciplinary actions shall be administered solely under the provisions of this Article.

21.1 PROGRESSIVE STEPS

In handling disciplinary matters, it is intended that the progressive steps be utilized to the greatest extent permitted by individual circumstances, and the discipline shall be commensurate with the offense. Progressive steps may be as follows except that steps "a" and "b" are mandatory in dealing with causes of a cumulative nature.

a) Verbal reprimand

b) Written reprimand with a copy to the employee's Personnel File

c) Suspension without pay

d) Demotion

e) Dismissal

21.2 DISCIPLINARY ACTION

The following disciplinary actions may be taken by the District against a permanent employee for the causes listed in Section 21.3

a) Dismissal is removal from the employment of the District.

b) Suspension is temporary removal from the employment of the district without pay for a specified period of time, not to exceed thirty (30) calendar days.

c) Involuntary demotion is placement in a lower classification.

21.3 CAUSE

A permanent employee may have disciplinary action taken against him/her for any of the following causes:

a) Failure to adequately perform bona fide requirements of the position held.

b) Willful, negligent, or persistent violation of rules and regulations.

c) Violation of any lawful directive by a supervisor.

d) Insubordination

e) Dishonesty

f) Use of controlled substances; i.e., alcoholic beverages and/or illegal drugs on the job site.*

g) Use of controlled substances; i.e., alcoholic beverages and/or illegal drugs, which has direct adverse effect on the District.

h) Disorderly or immoral conduct on duty or on the job site.*

i) Conviction of a sex offense as defined in Education Code Section 44010, conviction of narcotics offense in Section 44011, or conviction as a sexual psychopath in Article 1, Chapter 1, Part 1.5, Division 6 of the Health and Welfare Code.

j) Repeated, unexcused tardiness.

k) Repeated, unexcused failure to report to work as assigned.

l) Excessive absence which is detrimental to the District.

m) Repeated discourteous treatment of the public or other employees.

n) Willful or negligent damage to school property or willful waste of District supplies or equipment.

o) Mental or physical incapacity detrimental to the efficiency of the classified service.

p) Failure to maintain licenses or certificates required for the position by law or District policy.

q) Material and intentional misrepresentation or concealment of any relevant fact in connection with obtaining employment.

r) Misappropriation of district funds or property.

s) Conviction of a felony or conviction of a misdemeanor involving moral turpitude, a plea of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.

**in this context, travel between locations shall be construed as on the job site.*

t) Repeated discourteous treatment of the public or other employees.

21.4 DISCIPLINARY PROCEDURE FOR DEMOTION, SUSPENSION, AND/OR TERMINATION

a) ADMINISTRATIVE LEAVE

An employee may be placed on paid administrative leave, pending the completion of an investigation, when his/her continuing presence would be seriously detrimental to the welfare of the District, students, or employees. Such leave may be ordered by the Superintendent or designee after the employee has been notified of the allegation(s). At the conclusion of the investigation, if the district chooses not to file disciplinary charges, the employee shall be returned to work. If disciplinary charges are filed, then sections b) and c) of this section shall apply.

While on administrative leave, the employee shall not, without prior consent of the Superintendent or designee, be present at any time on any district property, have contact with district employees or students regarding the matter under investigation, take any action to hinder or impede the investigation, and shall make him/herself available during business hours on any day that he/she would otherwise be on duty, to assist in the investigation. Failure to abide by these constraints shall be cause for discipline separate and apart from the reason for the original investigation.

b) INFORMAL HEARING

An employee, against whom disciplinary action will be taken, may meet with the Superintendent or his/her designee prior to written notification of official charges. The employee shall be informed orally of the reasons for disciplinary action and the action to be taken and be given an opportunity to orally respond. The employee may be represented at the hearing by a representative of his/her choice.

c) WRITTEN NOTICE

An employee against whom disciplinary action is taken, shall be informed in writing, either in person or by Certified mail to the last known address, of the following:

1. Statement of Charges. A statement of the specific charges against the employee shall be written in ordinary and concise language and shall include the cause and the specific acts and omissions on which the disciplinary action is based. No charge, however, shall be made based on facts which occurred prior to the employee's becoming permanent nor more than two (2) years prior to the filing of this statement of charges, unless such facts were concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

2. Right to a Hearing. The employee may request a hearing, in writing either by mail or personal delivery, within five (5) working days after service of the statement of charges. A form shall be provided to the employee, the signing of which shall constitute a demand for a hearing and denial of all charges. In the absence of a request for a hearing within the five (5) working days, the disciplinary action shall be effective on the date the employee was served such notice.

3. Access to Material. The employee may, upon request, have copies of the material upon which the charges are based.

d) FORMAL HEARING

1. DEMOTION OR SUSPENSION.

i. If a hearing is requested, it shall be conducted by the Superintendent or designee.

ii. The hearing shall be held within a reasonable period of time but not before five (5) working days after the filing of the request for a hearing.

iii. The employee shall be given the opportunity to be represented at the hearing by a representative of her choice.

iv. Technical rules of evidence shall not apply at the hearing.

v. At the conclusion of the hearing the decision of the Superintendent or designee shall be effective immediately; however, the employee within five (5) work days may appeal the Superintendent/designee's decision to the Board in accordance with 21.4 (e) of this Article.

2. DISMISSAL

If a hearing is requested, it shall be conducted by an arbitrator. The arbitrator shall be selected by the District. A record of the hearing may be made. Cost of the hearing shall be borne by the District. The decision of the arbitrator shall be final.

e) APPEAL TO THE BOARD OF EDUCATION OF SUPERINTENDENT/DESIGNEE'S RECOMMENDED DECISION

1. Prior to making a final decision, the Board of Education shall afford the employee the opportunity to present arguments to it on the sufficiency of cause for disciplinary action.

2. After listening to the employee's appeal and reviewing the findings of fact of the District's report, the Board of Education may accept, reject, or reduce the recommended decision. The Board shall notify the employee in writing of its decision and the rationale thereof.

3. The decision of the Board of Education shall be final.

f) FAILURE TO APPEAR

Failure (without good cause) by the employee to appear in person or to be represented by a designated representative in his/her stead for any scheduled hearing shall constitute a waiver of the hearing. Disciplinary action will be taken without a hearing.

21.5 DISCIPLINARY ACTION INVOLVING A PROBATIONARY EMPLOYEE

As in accordance with Article 8, Section 8.

ARTICLE 22

NEGOTIATIONS PROCEDURES

22.1 NEGOTIATIONS - GENERAL

No sooner than the last regular public Board meeting in April of the year in which this Agreement expires, the Association shall present proposals with respect to a successor Agreement, unless through mutual agreement to waive the April time line.

Meeting and negotiating sessions between parties shall take place at mutually agreeable times and places.

No sooner than the last regular Board meeting in April, the Association shall present its re-opener proposals, unless through mutual agreement the time line is waived.

22.2 OUTSIDE CONSULTANTS

The Association and the Board may utilize the services of outside consultants to assist in negotiations.

22.3 DISCHARGE OF DUTIES

The Board and the Association may discharge their respective duties by means of authorized officers, individual representatives, or committees.

22.4 RELEASE TIME - NEGOTIATIONS

The Association shall be allowed reasonable release time for up to six (6) of its members for the purpose of attending scheduled sessions for negotiations. Representatives of the Association scheduled to participate during working hours in negotiations and impasse procedures (e. g., mediation and fact-finding), shall suffer no loss in compensation pursuant to Section 3543.1 of the Government Code.

22.5 NEGOTIATING REPRESENTATIVES

The Board and Association shall each respectively select their negotiating representatives provided the Board shall not select a member of the unit, as herein defined, as its representative, and the Association shall not select as its representative a District employee who is not a member of the Association's unit.

22.6 TENTATIVE AGREEMENT

During negotiations, items tentatively agreed upon shall be reduced to writing and initialed by both parties. If mutually agreeable, the tentatively agreed upon items shall be reduced to writing and initialed by both parties prior to adjournment of the meeting at which the tentative agreement is reached.

22.7 FINAL APPROVAL

When the Board and the Association reach tentative agreement on all matters being negotiated, the complete Agreement shall be submitted to and approved by the membership of the Association and the Board prior to implementation.

22.8 SUCCESSOR AGREEMENT

The parties hereto agree to enter into collective negotiations over a successor agreement in accordance with Article 22.1. Any agreement so negotiated shall be reduced to writing after ratification by the parties.

ARTICLE 23

EFFECT OF AGREEMENT

All conditions of employment within the scope of mandatory bargaining under Government Code Sections 3540, et seq., in effect in the District prior to and at the time of this Agreement was signed are null and void.

23.1 AGREEMENTS SET FORTH

The parties agree that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands or proposals and counterproposals with respect to any matter not reserved by law from compromise through negotiations, and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein.

23.2 WRITTEN AGREEMENT

The parties agree, therefore, that the other shall not be obligated to meet and negotiate with respect to any subject or matter, whether referred to herein or not, even though such subject or matter may not have been in contemplation or knowledge of either or both of the parties at the time that they negotiated or signed this Agreement. The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through voluntary, mutual consent of the parties in a written amendment executed in the same manner as this Agreement, except that, in the event the District determine that layoffs are necessary due to lack of work or funds, the impact of such layoffs shall be subject to negotiations between the parties.

23.3 SAVINGS

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain full force and effect for the duration of this Agreement if not affected by the deleted article, section, or clause. The parties agree to meet to discuss the effect of the invalidated portions.

23.4 SIGNED COPIES OF AGREEMENT

There shall be two (2) signed original copies of the final Agreement for record-keeping purposes. One shall be retained by the District and one by the Association.

23.5 COST OF PRINTING

The Board and the Association agree to produce and distribute the Agreement as they hereafter shall agree.

23.6 PRINTING OF CONTRACT

All contract changes shall be printed and distributed as soon as possible after signing off such changes.

ARTICLE 24

DURATION

24.1 DURATION

Terms and conditions of this Agreement, to include modifications negotiated during contract re-openers, shall become effective upon ratification by the Parties, Travis Unified School District (District), and California School Employees Association, Chapter 454 (Association), and shall continue in full force July 1, 2024 and continue through June 30, 2027, or such time that the Parties have ratified a Successor Agreement.

24.2 CONCERTED ACTIVITES

For the duration of this Agreement, the Association agrees that it will not organize or participate in any concerted activities of another bargaining unit employed by the District (i.e., strike, work stoppage, slow down, or refusal or failure to fully perform job functions and responsibilities).

The foregoing shall not be operational if such stated actions are directed by requirements of the parent organization of C.S.E.A., Chapter 454.

24.3 REOPENERS

Reopener negotiations for 2026-2027 shall be limited to total compensation (Article 17 & 18), calendar and two non-economic issues per side.

There shall be no reopeners negotiations during the 2025-2026 school year, except CSEA reserves its right to demand to negotiate impacts and effects related to any layoff decision initiated during the 2025-2026 school year. There shall be reopener negotiations during the 2026-2027 school year limited to Pay and Allowances (Article 17) and Fringe Benefits (Article 18), Calendar (Article 25), and two additional articles selected by each side.

24.4 CHANGES IN LAW

Nothing withstanding other subsections of this article, the District or the Association may request, at any time, to meet and negotiate items that are with the scope of bargaining that become necessary as a result of changes in law.

ARTICLE 25

CALENDAR

25.1 NEGOTIATIONS TIMELINE

The classified bargaining unit shall be consulted regarding future academic calendars. CSEA and the District will begin negotiating classified work calendars within thirty (30) calendar days after the academic calendars have been established.

25.2 NOTIFICATION

The District shall notify each bargaining unit member of the work calendar specific to their position no later than May 31 in the prior school year.

Travis Unified School District and
California School Employees Association, Chapter 454
Collective Bargaining Agreement July 1, 2024-June 30, 2027

Signature Page

Vincent Ruiz
Assistant Superintendent, Human Resources
Travis Unified School District

6/10/25
Date Ratified

Nadine Patterson
President. Travis 454
California School Employees Association

5/21/2025
Date Ratified

APPENDIX A

RANGE	CLASSIFICATION	RANGE	CLASSIFICATION
	A		**I**
19	Accounting Assistant III	9	Instructional Assistant
18	Accounting Assistant, Accounts Payable	14	Irrigation Worker
17	Accounting Assistant, Accounts Receivable		**L**
20	Accounting Payroll Technician	20	Lead Custodian-District
22	Accounting Budget/Fiscal Specialist	16	Lead Custodian- Middle/High School
11	Assistant Attendance Clerk	15	Lead Elementary Custodian
12	Attendance Clerk	15	Lead Groundskeeper
	B	20	Lead Maintenance Worker
17	Behavior Assistant	13	Library Media Technician
9	Bus Assistant		**M**
16	Bus Driver	12	Maintenance Worker I
17	Bus Driver/Instructor	18	Maintenance Worker II
	C		**O**
11	Campus Monitor	30	Occupational Therapist
12	Career Center Technician		**P**
15	Community Liaison	10	Para-Educator I
18	Computer Technician	11	Para-Educator II
12	Counselors Secretary	12	Para-Educator III
11	Custodian	20	Purchasing Payroll Technician
	D		**R**
18	Data Systems Specialist I	13	Registrar
20	Data Systems Specialist II		**S**
12	District Office Receptionist	15A	School Secretary
14	District Office Secretary	18	Secretary – Educational Services
	E	17	Secretary –MGTC/ SPED/ Student Services
12	Elementary Office Clerk	13	Storekeeper
	F	14	Special Education Office Clerk
14	File Clerk- Special Education	13	Student Body Account Clerk
12	Lead Elementary Food Service Worker	15	Student Support Specialist
14	Lead High School Food Service Worker		**T**
13	Lead Middle School Food Service Worker	13	Temporary Vehicle Driver
10	Food Service Worker	16	Transportation Dispatcher
	G		**W**
13	Groundskeeper	18	Warehouse and Purchasing Lead
	H	13	Workability Coordinator
13	Head Custodian		
18	Health Care Specialist		
18	Heavy Equipment Mechanic		
20	Human Resources Technician		

Travis Unified School District

Classified Salary Schedule

This schedule is used for all classifed employees who work 12 months at 1.0 FTE

Effective July 1, 2025

RANGE/ SALARY		STEP "A"	STEP "B"	STEP "C"	STEP "D"	STEP "E"	STEP "F"	STEP "G"	STEP "H"	STEP "I"	STEP "J"
8	Monthly	$ 3,150	$ 3,307	$ 3,475	$ 3,650	$ 3,830	$ 4,021	$ 4,082	$ 4,133	$ 4,185	$ 4,237
9	Monthly	$ 3,307	$ 3,475	$ 3,650	$ 3,830	$ 4,021	$ 4,224	$ 4,288	$ 4,342	$ 4,396	$ 4,451
10	Monthly	$ 3,475	$ 3,650	$ 3,830	$ 4,021	$ 4,224	$ 4,433	$ 4,499	$ 4,555	$ 4,612	$ 4,670
11	Monthly	$ 3,650	$ 3,830	$ 4,021	$ 4,224	$ 4,433	$ 4,658	$ 4,728	$ 4,787	$ 4,847	$ 4,907
12	Monthly	$ 3,830	$ 4,021	$ 4,224	$ 4,433	$ 4,658	$ 4,887	$ 4,963	$ 5,025	$ 5,088	$ 5,152
13	Monthly	$ 4,021	$ 4,224	$ 4,433	$ 4,658	$ 4,887	$ 5,130	$ 5,208	$ 5,274	$ 5,339	$ 5,406
14	Monthly	$ 4,224	$ 4,433	$ 4,658	$ 4,887	$ 5,130	$ 5,385	$ 5,469	$ 5,538	$ 5,607	$ 5,677
15a	Monthly	$ 4,271	$ 4,482	$ 4,706	$ 4,946	$ 5,192	$ 5,450	$ 5,531	$ 5,600	$ 5,670	$ 5,741
15	Monthly	$ 4,433	$ 4,658	$ 4,887	$ 5,130	$ 5,385	$ 5,654	$ 5,740	$ 5,811	$ 5,884	$ 5,957
16	Monthly	$ 4,658	$ 4,887	$ 5,130	$ 5,385	$ 5,654	$ 5,941	$ 6,029	$ 6,104	$ 6,180	$ 6,258
17	Monthly	$ 4,887	$ 5,130	$ 5,385	$ 5,654	$ 5,941	$ 6,247	$ 6,344	$ 6,423	$ 6,503	$ 6,585
18	Monthly	$ 5,130	$ 5,385	$ 5,654	$ 5,941	$ 6,247	$ 6,550	$ 6,648	$ 6,731	$ 6,815	$ 6,901
19	Monthly	$ 5,385	$ 5,654	$ 5,941	$ 6,247	$ 6,550	$ 6,872	$ 6,979	$ 7,066	$ 7,154	$ 7,244
20	Monthly	$ 5,654	$ 5,941	$ 6,247	$ 6,550	$ 6,872	$ 7,219	$ 7,327	$ 7,419	$ 7,511	$ 7,605
22	Monthly	$ 6,220	$ 6,534	$ 6,870	$ 7,204	$ 7,561	$ 7,941	$ 8,061	$ 8,162	$ 8,264	$ 8,368
26	Monthly	$ 7,560	$ 7,938	$ 8,336	$ 8,753	$ 9,190	$ 9,649	$ 9,795	$ 9,918	$ 10,042	$ 10,167
30	Monthly	$ 9,205	$ 9,663	$ 10,149	$ 10,658	$ 11,197	$ 11,748	$ 11,926	$ 12,075	$ 12,226	$ 12,379

*Longevity Increments For All Columns			
10 Years		$988	per year
12 Years		$1,311	per year
14 Years		$1,650	per year
16 Years		$1,974	per year
18 Years		$2,314	per year
Every 2 years thereafter		$339	per year

*Completed and consecutive years in the District

**Stipends		
Masters		$ 2,984
Doctorate		$ 5,965

**Members receive stipend which reflects highest degree obtained.

3% on salary schedule effective 07.01.21
2% on salary schedule effective 07.01.22
7.08% on salary schedule effective 07.01.23
2.3% on salary schedule effective 07.01.25

Travis Unified School District

Classified Salary Schedule

This schedule is used for all classifed employees who work less than 12 months

Effective July 1, 2025

RANGE/ SALARY		STEP "A"	STEP "B"	STEP "C"	STEP "D"	STEP "E"	STEP "F"	STEP "G"	STEP "H"	STEP "I"	STEP "J"
8	Hourly	$ 18.18	$ 19.08	$ 20.05	$ 21.07	$ 22.10	$ 23.21	$ 23.55	$ 23.85	$ 24.14	$ 24.44
9	Hourly	$ 19.08	$ 20.05	$ 21.07	$ 22.10	$ 23.21	$ 24.38	$ 24.74	$ 25.05	$ 25.36	$ 25.68
10	Hourly	$ 20.05	$ 21.07	$ 22.10	$ 23.21	$ 24.38	$ 25.58	$ 25.97	$ 26.29	$ 26.62	$ 26.96
11	Hourly	$ 21.07	$ 22.10	$ 23.21	$ 24.38	$ 25.58	$ 26.89	$ 27.29	$ 27.63	$ 27.97	$ 28.32
12	Hourly	$ 22.10	$ 23.21	$ 24.38	$ 25.58	$ 26.89	$ 28.19	$ 28.64	$ 29.00	$ 29.36	$ 29.73
13	Hourly	$ 23.21	$ 24.38	$ 25.58	$ 26.89	$ 28.19	$ 29.61	$ 30.06	$ 30.44	$ 30.82	$ 31.20
14	Hourly	$ 24.38	$ 25.58	$ 26.89	$ 28.19	$ 29.61	$ 31.08	$ 31.56	$ 31.96	$ 32.35	$ 32.76
15a	Hourly	$ 24.64	$ 25.87	$ 27.16	$ 28.53	$ 29.96	$ 31.45	$ 31.91	$ 32.31	$ 32.71	$ 33.12
15	Hourly	$ 25.58	$ 26.89	$ 28.19	$ 29.61	$ 31.08	$ 32.63	$ 33.12	$ 33.53	$ 33.95	$ 34.37
16	Hourly	$ 26.89	$ 28.19	$ 29.61	$ 31.08	$ 32.63	$ 34.29	$ 34.79	$ 35.22	$ 35.66	$ 36.11
17	Hourly	$ 28.19	$ 29.61	$ 31.08	$ 32.63	$ 34.29	$ 36.05	$ 36.61	$ 37.07	$ 37.53	$ 38.00
18	Hourly	$ 29.61	$ 31.08	$ 32.63	$ 34.29	$ 36.05	$ 37.80	$ 38.37	$ 38.85	$ 39.33	$ 39.82
19	Hourly	$ 31.08	$ 32.63	$ 34.29	$ 36.05	$ 37.80	$ 39.66	$ 40.26	$ 40.77	$ 41.28	$ 41.79
20	Hourly	$ 32.63	$ 34.29	$ 36.05	$ 37.80	$ 39.66	$ 41.66	$ 42.27	$ 42.80	$ 43.34	$ 43.88
22	Hourly	$ 35.90	$ 37.70	$ 39.64	$ 41.57	$ 43.63	$ 45.82	$ 46.51	$ 47.09	$ 47.68	$ 48.28
26	Hourly	$ 43.63	$ 45.80	$ 48.11	$ 50.51	$ 53.03	$ 55.67	$ 56.51	$ 57.22	$ 57.93	$ 58.66
30	Hourly	$ 53.12	$ 55.76	$ 58.55	$ 61.50	$ 64.61	$ 67.79	$ 68.81	$ 69.67	$ 70.54	$ 71.43

*Longevity Increments For All Columns			
10 Years		$988	per year
12 Years		$1,311	per year
14 Years		$1,650	per year
16 Years		$1,974	per year
18 Years		$2,314	per year
Every 2 years thereafter		$339	per year

*Completed and consecutive years in the District

**Stipends		
Masters		$ 2,984
Doctorate		$ 5,965

**Members receive stipend which reflects highest degree obtained.

3% on salary schedule effective 07.01.21
2% on salary schedule effective 07.01.22
7.08% on salary schedule effective 07.01.23
2.3% on salary schedule effective 07.01.25

Travis Unified School District
Classified Substitute Salary
Effective July 1, 2025

RANGE			RANGE			
7	Hourly	$16.98	15a		Hourly	$23.41
8	Hourly	$17.27	15		Hourly	$24.29
9	Hourly	$18.13	16		Hourly	$25.53
10	Hourly	$19.04	17		Hourly	$26.77
11	Hourly	$20.01	18		Hourly	$28.12
12	Hourly	$21.00	19		Hourly	$29.53
13	Hourly	$22.06	20		Hourly	$31.00
14	Hourly	$23.16	30		Hourly	$50.45

RANGE	CLASSIFICATION	RANGE	CLASSIFICATION
	A		**I**
19	Accounting Assistant III	9	Instructional Assistant
18	Accounting Assistant, Accounts Payable	14	Irrigation Worker
17	Accounting Assistant, Accounts Receivable		**L**
20	Accounting Payroll Technician	20	Lead Custodian-District
22	Accounting Budget/Fiscal Specialist	16	Lead Custodian- Middle/High School
11	Assistant Attendance Clerk	15	Lead Elementary Custodian
12	Attendance Clerk	15	Lead Groundskeeper
	B	20	Lead Maintenance Worker
17	Behavior Assistant	13	Library Media Technician
9	Bus Assistant		**M**
16	Bus Driver	12	Maintenance Worker I
17	Bus Driver/Instructor	18	Maintenance Worker II
	C		**N**
11	Campus Monitor	7	Noon Duty
12	Career Center Technician		**O**
15	Community Liaison	30	Occupational Therapist
18	Computer Technician		**P**
12	Counselors Secretary	10	Para-Educator I
11	Custodian	11	Para-Educator II
9	Crossing Guard	12	Para-Educator III
	D	20	Purchasing Payroll Technician
18	Data Systems Specialist I		**R**
20	Data Systems Specialist II	13	Registrar
12	District Office Receptionist		**S**
14	District Office Secretary	15A	School Secretary
	E	18	Secretary – Educational Services
12	Elementary Office Clerk	17	Secretary –MGTC/ SPED/ Student Services
	F	13	Storekeeper
14	File Clerk- Special Education	14	Special Education Office Clerk
12	Lead Elementary Food Service Worker	13	Student Body Account Clerk
14	Lead High School Food Service Worker	15	Student Support Specialist
13	Lead Middle School Food Service Worker		**T**
10	Food Service Worker	13	Temporary Vehicle Driver
	G	16	Transportation Dispatcher
13	Groundskeeper		**W**
	H	18	Warehouse and Purchasing Lead
13	Head Custodian	13	Workability Coordinator
18	Health Care Specialist		
18	Heavy Equipment Mechanic		
20	Human Resources Technician		

ADDENDUM

YEAR ROUND EDUCATION ADDENDUM

To The Master Collective Bargaining Agreement Between
California School Employees Association (CSEA) Chapter 454
and
Travis Unified School District (TUSD)

1.0 PREAMBLE

1.1 Scope

The parties recognize that some factors that relate to year-round education scheduling and are within the scope of bargaining may not have been identified. Should problems arise because of such unanticipated factors, the parties shall resolve differences through additional negotiations.

This article will apply any time a traditional school is converted to a year-round school or returns to a traditional calendar.

2.0 CONVERSION

2.1 Rate of Pay

The salary schedules for classified employees for this year and subsequent years are set through the negotiation process and are defined in Appendix A of current Master Agreement.

Employees assigned to a year-round site, in a twelve-month position, shall be paid over twelve monthly pay periods for each school year and will earn vacation, holidays, and sick leave as twelve-month employees.

No employee who is assigned to a YRE site shall suffer a loss in pay or benefits as a result of that assignment. In addition, employee assignment shall be adjusted as necessary to guarantee no loss of wages or benefits.

2.2 Calendar

Format

a) The form of year round education shall be as adopted by the Board of Education. The work year calendar for 12 month employees, including holidays, shall be subject to negotiation with the Association.

b) If additional days are added to the traditional calendar through legislation and/or negotiations, the YRE calendar will be adjusted accordingly.

c) The District shall attempt to establish a joint committee with the District's other bargaining units to discuss proposed changes to the YRE calendar.

d) The annual YRE school calendar shall be adjusted jointly with the District's chief personnel officer and the Association unless a joint committee of all bargaining units can be formed to discuss the calendar and related issues. Final approval of any calendars coming from any joint committee shall not be considered final until approved in the normal process.

2.3 Visitations

Each time a traditional calendar school is converted to a YRE calendar, representatives from that site will be released from work to do District organized visitations to another YRE school or schools. Except for the conversion of Foxboro Elementary School, this shall take place prior to April 1 of the year preceding the conversion.

2.4 Incumbents

When Year-Round Education (YRE) additional hours, days, weeks or months are assigned to a position on a regular basis, those hours, days, weeks or months shall be offered first to the incumbent employee.

2.5 Job Shares

If a site converts to YRE, a unit member whose position increases to a 12-month position at the converting site may share up to two months of their job with another unit member who has a different and compatible duty schedule. The site administrator and the employee assigned to the YRE site must mutually agree upon the job share. It must be requested in writing to the site principal and the Personnel Office at least two months prior to its proposed commencement. The recruitment of a job share partners is the sole responsibility of the unit member. If the employee cannot obtain an acceptable job share partner, he or she must either work the assigned calendar or use the transfer options as specified below.

The job share is renewable at the discretion of all parties on a year-to-year basis.

The District may terminate a job share at any time for good cause as defined in Article 21.3 of the Master Agreement. Nothing in this language is intended to grant permanent preference to an employee or create any job rights beyond this specific language.

2.6 Calendars

The unique need for support staff levels at YRE schools may cause less than 12-month employees to be offered different work calendars. These may be in the form of:

a) Conversion to 12-month employees.

b) A "rainbow" calendar – same number of work days but with different workdays individually established to equally span all tracks. Such calendars will be individually negotiated with the employee to allow for satisfactory off track periods. Employees may request union representation to assist them in this process.

c) Assignment to a specific track.

The district will determine the specific option offered.

2.7 Track Selection

The district will make every effort to assign employees assigned to a single track or the track of their choice. Placement shall be in accord with Article 11.2.3 of the Master Agreement.

The priority of track selection for the children of employees shall be governed by a Board of Education approved Administrative Regulation.

2.8 One Time Transfer

If an employee affected by a conversion to a YRE calendar elects not to remain at the converting site, by May 1 of the year preceding implementation, the employee may submit a written request for transfer. The employee will have a "one-time" opportunity, based upon classification, to transfer to an open position at another site that is on either a traditional calendar or single-track YRE calendar. The open position must be the same number of hours per week. If more than one employee of the same classification requests a transfer, the employees will interview for the open position.

If no position in that classification is currently open, the district shall post the position at the converting site as a "position open for exchange". Employees of the same classification at other sites may apply for the exchange. The two site administrators shall interview all applicants.

Selection shall be a qualifications and seniority based system to include evaluations, performance, attendance, and interview. If two or more candidates are equal regarding criteria, the applicant with the greatest seniority shall be offered the position.

Any employee who has been rejected for such a position, shall be given the reasons for

such rejection in writing, if the employee so requests, within five (5) working days.

If no one applies for the exchange position, the employee shall remain in place until an equivalent position becomes available.

If a vacancy is believed to be improperly filled or if the District has acted arbitrarily, unreasonably or capriciously, the informal discussion of the grievance procedure shall be with the District's chief personnel officer and any formal grievance shall be initiated at Level 2. The vacancy shall be considered not permanently filled until resolution of the grievance.

2.10 Dual Capacity Employees

The district will attempt to accommodate dual capacity employees. However, if it is not possible to do so, the employee must make a choice between positions.

3.0 WORKING CONDITIONS

3.1 Shifts

The District and the employee may, with the concurrence of the Association, mutually agree to establish non-traditional workweeks. These weeks may include, but are not limited to, "flex weeks", in that work schedules may be other than Monday through Friday workweeks, and four consecutive 10 hour per day work weeks

3.2 Substituting

Employees may work as on-call substitutes while off track or during regular non-duty time periods. They may not work as a substitute while on any form of leave. Preference for substitute work will be given to unit members over non-unit on-call substitutes. When substituting in their same classification, a unit member shall be paid at their current rate of pay. When substituting in another classification for which they are qualified and enrolled on the district's substitute list, they shall be paid the substitute rate for that position. No additional credit towards vacation/sick leave, etc. will be earned when substituting in a different classification.

In addition, if there is temporary work available, it shall be offered to current unit members who have given prior written notice that they wish to be contacted for such work. The district must make only a reasonable attempt to contact such employees who are off track or otherwise on non-duty time.

3.3 Posting of Open Positions

Until such time that the district implements a telephone job line and/or an employment posting section of its Internet website, employees may file a written request to be contacted for specific open positions and notices will be mailed to their homes via first class mail.

3.4 Vacation Scheduling

Vacations for classified employees in a multi-track YRE school shall be consistent with the provisions of Article 16, with the exception of Article 16.13, which is specifically excluded. The District shall make a good faith effort to meet the employee's request. Vacations shall be scheduled so that a majority of the regular employees at the site are available at any one time.

In the year of conversion any employee who can show verification of confirmed vacation plans shall submit those to the District no later than May 1 of the year prior to conversion. Those requests shall be honored.

3.5 Holidays

The parties recognize that employees who are assigned to the year-round program may not receive all holidays on the days specified depending upon the particular calendar for each year-round track. YRE classified employees shall receive the same number of paid holidays as other classified employees in their classification and work year.

3.6 Work Load

The district shall make reasonable efforts to assure there is sufficient staffing to accommodate the unique needs of a site due to a YRE calendar. This may include, but is not limited to, over hires, use of district provided substitute days.

3.7 Intersession

Any additional hours required by intersession shall be posted and offered in the same manner as at non-YRE sites.

3.8 Leaves

Sick leave, vacation leave and holiday benefits for year-round employees will be coordinated and shall be no less than that of traditional year employees.

4.0 CHANGES FOR SPECIFIC CLASSIFICATIONS

4.1 Instructional Assistants

Instructional Assistants shall normally be classified as 10-month employees. However, their work schedule may vary based on factors that include but are not limited to program design, track assignment of partner teacher, grade level, special student needs, etc. The work year will normally be 181 days. If the program extends into any Intersession or Summer School, the incumbent shall have the first opportunity for any additional hours. All other additional hours shall be offered by seniority.

Instructional Assistants shall have the opportunity to request particular track assignments. Depending upon the needs of the district and the specific program adopted at the site, instructional assistants may be placed on different calendars as outlined in the calendars section above.

Instructional assistants not satisfied with their calendar or track assignment may opt for the 'one time transfer' alternative specified above.

During Winter Break and the time between YRE school years, an employee shall:

1. Take vacation time or,
2. Take unpaid days or,
3. Work scheduled time with approval of their supervisor,

4.2 Clerical Office Staff

Clerical Office Staff shall be 12-month employees.

4.3 Custodians

Custodians shall be on a 12-month work schedule. The District will provide assistance when dealing with tracking on tracking off, deep cleaning and vacation times.

4.4 Library Media Assistants

Library Media Assistants shall be on a 12-month work schedule.

4.5 Transportation

Additional hours and/or reassignment of hours within the employee's hourly classification shall be determined by seniority. New positions and/or vacant positions shall be filled according to Article 19 of the Master Agreement.

4.6 Food Service Workers

YRE School site Food Service Workers shall be 12-month employees.

During Winter Break and the time between YRE school years, an employee shall:

1. Take vacation time or,
2. Take unpaid days or,
3. Work scheduled time with approval of their supervisor,

5.0 EXIT LANGUAGE

5.1 Notice

In the event that the district decides to return a school that is a multi-track year-round school site to a traditional calendar or a single track YRE calendar, it shall advise the classified staff as well as the association by November 1 of the year preceding the change. Negotiations will commence at that time.

TENTATIVE AGREEMENTS AND MOU'S

2022-2023

MOU SLA – AB119

2023-2024

MOU SCIL & SDC Preschool (Pilot)

2024-2025

MOU 45102

MOU SCIL & SDC Preschool (Extended Pilot)

MOU Transportation Extra Work Assignments & Field Trip

2025-2026

MOU Layoff Effects 2024-2027

MOU SCIL & SDC Preschool (Extended Pilot)

Side Letter of Agreement
Between
California School Employees Association and its Travis Chapter #454
And
Travis Unified School District
February 16, 2023

In compliance with AB 119 (Government Code sections 3555-3559), the District and CSEA agree to a Side Letter as follows:

1. ACCESS TO NEW EMPLOYEE ORIENTATIONS

   For purposes of this agreement, "newly hired employee," "new hire" or "new employee" means any employee whether permanent, full-time, part-time, hired by the District and who is still employed as of the date of the new employee orientation addressed in this agreement including previously hired employees who are promoted to transfer to a new position, and employees who resign from District employment and then return to District employment.

   For the purposes of this agreement, "new employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters. If the District has not conducted an in person new employee orientation within 30 days of a newly hired employee's start date, and the new employee is working in person CSEA shall be entitled to schedule an in person meeting at the worksite during employment hours, during which newly hired employees shall have the opportunity to attend and shall be relieved of other duties for the purpose of attending the meeting. During this meeting, CSEA shall be permitted to communicate directly with newly hired employees in the bargaining unit for up to 30 minutes on paid time. The District shall provide appropriate on-site meeting space within seven calendar days of receiving a request from CSEA.

   The District shall provide the Chapter President not less than 10 days' electronic notice in advance of an orientation, except that shorter notice may be provided, with the agreement of CSEA President or designee, or in a specific instance where there is an urgent need critical to the employer's operations that was not reasonably foreseeable.

   The Chapter President or his/her unit member designee shall receive release time to have access to new employee orientation meetings held by the District with new employees(s) (up to one hour per orientation). If the orientation occurs after the employee assumes paid status, the new employee shall receive up to 30 minutes of release time to meet with the Association representative during the orientation. This is in addition to release time already provided in the collective bargaining agreement.

2. UNIT MEMBER INFORMATION

The District shall provide CSEA with a list of names and contact information for any newly hired unit member within 30 days of the date of hire or by the first pay period of the month following hire and a list of all unit member names and contact information by the last working day of September, January, and May. The information will be provided to CSEA electronically and shall include:

- First name, middle initial and last name;
- Suffix (e.g. Jr., III);
- Job title;
- Primary worksite name;
- Home street address including apartment number, city, state and zip code (5 or 9 digits);
- Home telephone number (10 digits);
- Personal cellular telephone number (10 digits);
- Personal email address on file with the District;
- Social Security number (last 4 digits only);
- Birth date;
- Employee ID;
- Hire date;
- CalPERS status (y/n)

3. METHOD OF UNIT MEMBER INFORMATION SUBMISSION

The unit member information shall be provided in a Microsoft Excel compatible format and shall be transferred to CSEA electronically via secure FTP site hosted by CSEA.

4. GRIEVABILITY

This Side Letter is grievable only by CSEA (not a single employee unit member or group of employee unit members). Article 20 of the Collective Bargaining Agreement shall be followed.

5. DURATION OF AGREEMENT

a) Term: This Agreement shall remain in full force and effect from the date this Agreement is signed, through June 30, 2024 and shall be automatically renewed from year to year unless either serves written notice upon the other, outside of reopener or successor agreement negotiations, of its desire to modify the Side Letter agreement.

b) Savings Clause: If during the life of the Agreement there exists any applicable law, rule, regulation or order issued by governmental authority, other than the District, which shall render invalid or restrain compliance with or enforcement of any provision contained within this Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect. Upon written notification by one of the Parties to the other, any portion of the

Agreement that is invalidated in accordance with this Article shall be opened for negotiations within thirty (30) days of the invalidation.

Dated: February 16, 2023

For the District:

Vincent Ruiz, Asst. Supt. of H.R.

For the Association:

Nadine Patterson, Chapter President

Mac McClaran, Labor Rep.

TENTATIVE AGREEMENT

Memorandum of Understanding
Between
Travis Unified School District
and
California School Employees Association
Travis Chapter #454
October 2, 2023

Pilot of SCIL and SDC Preschool
For 2023-2024 School Year

This Memorandum of Understanding (MOU) between the Travis Unified School District (District) and the California School Employees Association Travis Chapter #454 (CSEA) sets forth the Parties' agreement regarding Para-Educator IIs' hours for Structured Class for Intensive Learning (SCIL) Preschool programs and Para-Educator Is' hours for Special Day Class (SDC) Preschool programs for the 2023-2024 school year.

Para-Educator IIs assigned to SCIL or Para-Educator Is assigned to SDC Preschool programs

Effective upon ratification by the parties and for the duration of the 2023-2024 school year, pursuant to Agreement section 13.15, Para-Educator Is and IIs assigned to SDC or SCIL Preschool programs shall have a 7 hour duty day (increased from a 6.5 hour duty day).

Consistent with current and past practice, in the event of Para-Educator II short-term absences due to leaves or ongoing recruitment efforts, at SCIL Preschool programs, the District may temporarily place a Para-Educator II from outside the Preschool programs for coverage purposes.

Para-Educator training opportunities shall be offered during the year for elementary and secondary Para-Educators, but substitutes shall not be provided for unit members to attend such trainings.

All other provisions in the collective agreement are still in effect. The Parties agree to meet on or before May 1, 2024 to extend and/or revise this MOU.

This MOU is non-precedent setting and will expire on June 30, 2024 unless mutually agreed to extend.

Date: October 5, 2023

Vincent Ruiz
TUSD Assistant Supt., Human Resources

Nadine Patterson
CSEA President

Shaywana Grace
CSEA Labor Relations Representative

MEMORANDUM OF UNDERSTANDING
Between
Travis Unified School District
And
CSEA and its Travis Chapter # 454

Travis Unified School District (District) and CSEA and its Travis Chapter # 454 (CSEA) agree to the following terms and conditions to satisfy the requirements of Education Code § 45102, 45103, 45191 and 45197 for less than 12-month employees who work an extended school year (summer term).

The parties acknowledge sick and vacation leave accruals were not given in 2021, 2022, 2023 and 2024 for employees who worked Summer School and Extended School Year. These employees will receive leave accruals at the rate below. Vacation accrual entitlements will be given as pay no later than the **April 2025 payroll**. Sick leave will be credited to the employee's sick leave bank as of **April 2025**.

1. Any less than 12-month employee working an extended school year/summer assignment 2021, 2022, 2023 or 2024 shall be paid for Juneteenth and/or July 4th Holidays provided they worked the workday preceding and / or succeeding the Holiday in order to be paid for the Holiday.

2. Any less than 12-month employee working an extended school year/summer assignment 2021, 2022, 2023 or 2024 shall earn sick leave at a rate below and no greater than the maximum number of hours worked.

Days Worked	Sick Accrued
0-4	0.5 hour
5-8	1.5 hours
9-12	2.5 hours
13-16	3.5 hours
17+	4.5 hours

3. Any less than 12-month employee working an extended school year/summer assignment 2021, 2022, 2023 or 2024 shall earn adjusted vacation time pay at .05 hours per hours worked and adjusted by the multiplier below.

Amount of vacation earned per day based on years of service:	
Completed & Consecutive Years in District	**Multiplier**
0-4	1.00
5-8	1.25
9-12	1.50
13-16	1.75
17+	2.00

4. Any less than 12-month employee working an extended school year/summer assignment 2021, 2022, 2023 or 2024 shall have all workdays during the assignment credited and reported for CalPERS retirement service credit.

5. Any disagreements arising from this agreement shall be referred to the grievance procedures in the collective bargaining agreement.

Date: January 28, 2025

FOR DISTRICT:

Vincent Ruiz, Assistant Superintendent

FOR CSEA:

Nadine Patterson, President

Shawana Grace, Labor Relations Representative

Memorandum of Understanding
Between
Travis Unified School District
and
California School Employees Association
Travis Chapter #454
April 24, 2024

Extended Pilot of SCIL and SDC Preschool
For 2024-2025 School Year

This Memorandum of Understanding (MOU) between the Travis Unified School District (District) and the California School Employees Association Travis Chapter #454 (CSEA) sets forth the Parties' agreement regarding Para-Educator IIs' hours for Structured Class for Intensive Learning (SCIL) Preschool programs and Para-Educator Is' hours for Special Day Class (SDC) Preschool programs. This MOU is for the 2024-2025 school year and extends the previous MOU in place for 2023-2024.

Para-Educator IIs assigned to SCIL or Para-Educator Is assigned to SDC Preschool programs

Effective upon ratification by the parties and for the duration of the 2024-2025 school year, pursuant to Agreement section 13.15, Para-Educator Is and IIs assigned to SDC or SCIL Preschool programs shall have a 7-hour duty day (increased from a 6.5-hour duty day).

Consistent with current and past practice, in the event of Para-Educator II short-term absences due to leaves or ongoing recruitment efforts, at SCIL Preschool programs, the District may temporarily place a Para-Educator II from outside the Preschool programs for coverage purposes.

Para-Educator training opportunities shall be offered during the year for elementary and secondary Para-Educators, but substitutes shall not be provided for unit members to attend such trainings.

All other provisions in the collective agreement are still in effect. The Parties agree to meet on or before May 1, 2025 to extend and/or revise this MOU.

This MOU is non-precedent setting and will expire on June 30, 2025 unless mutually agreed to extend.

Date: 4/24/2024

Vincent Ruiz
TUSD Assistant Supt., Human Resources

Nadine Patterson
CSEA President

Shawana Grace
CSEA Labor Relations Representative

MEMORANDUM OF UNDERSTANDING AND AGREEMENT
BY AND BETWEEN
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS TRAVIS CHAPTER #454
AND
TRAVIS UNIFIED SCHOOL DISTRICT
April 30, 2025

The following Pilot Memorandum of Understanding and agreement ("MOU") is entered into by and between the California School Employees Association and its Travis Chapter #454 ("CSEA") and the Travis Unified School District ("District") collectively referred to as the ("Parties") to this agreement. CSEA enters this MOU as the Exclusive Representative for the classified bargaining unit employed by the District. This MOU is intended to memorialize negotiations between the Parties concerning how extra work assignments and field trips are assigned, and transparency of bidding and seniority list.

WHEREAS, the collective bargaining agreement ("CBA"), Article 19, Bus Drivers provides, 19.1 Bus drivers shall bid on District established routes at the beginning of each school year according to seniority and shall be paid according to the time established for each route. In the event two or more bus drivers have the same date of hire as a bus driver, seniority shall first be based on date of hire as a substitute bus driver in the District. If the substitute date of hire is equal, the total number of hours worked, including all overtime hours worked in the classification shall be included. If the employees have met the same requirements stated above, total number of years of experience as a school bus driver shall determine the seniority for bidding of bus drivers on district established routes. Each route shall allow at least thirty (30) minutes at the beginning of the route for a safety check and at least fifteen (15) minutes at the end of the route for clean-up. There shall be three (3) possible routes during a school day.

WHEREAS, Article 19.1 does not address how extra work assignments and district funded field trips are scheduled for drivers.

WHEREAS, the Parties agree that there is a need to address procedures for fair and equitable transparency in distribution of extra work and district fund field trips.

THEREFORE, the Parties agree as follows:

Agreement

EXTRA WORK: Defined as local non-home-to-school weekday special activity trips and home-to-school, extra work shall be documented daily and made available nightly for drivers to view.

1) Local non-home-to-school weekday special activity trips and home-to-school, the run shall be assigned as follows:

A. There shall be the following categories of extra duty work:

   a. Less than 2 hour trips
   b. 2-4 hour trips (Overtime)
   c. Day Field trips
   d. Night Field trips
   e. Saturday field trips
   f. Sunday and holiday field trips

B. Extra duty for each category shall be offered to the most senior driver in the rotation who has signed up for extra hours in the respective category and can complete assignment without overtime, then offered in seniority rotation order of drivers who did not sign up. Drivers shall be assigned extra work even if minor overtime is anticipated. Minor overtime is defined as fifteen (15) minutes or less (If no driver meets the conditions, the assignment shall be assigned as overtime in accordance with this article and Articles 13.7.1 and 13.7.2)

C. The District will establish, maintain and post a rotation list of all extra duty categories listed in (A) above.

D. The most immediate driver in the vicinity of an emergency, as determined by the District, may not refuse extra hours to facilitate a home-to-school or non-home-to-school activity Drivers are to be paid at the appropriate rate.

   1.) EMERGENCY: Defined as broken down bus, accident involving bus, area locked down and needing assistance from another bus in the nearest vicinity.

E. Unit members shall have the right to refuse extra time. Should an assignment be refused by all members, the assignment shall be assigned to the unit member with the least seniority.

F. Non-home-to-school trips schedule shall be posted when received, but shall not be assigned more than one month in advance.

G. The District will post extra assignment sheets nightly for the following day.

H. The District will establish, maintain and post the seniority list.

I. Bus drivers must have 6 months experience driving TUSD routes and field trip training to be qualified to drive field trips more than 15 miles from the bus yard, Saturday or Sunday/Holiday trips, or field trips that require highway travel.

J. Recess, break or long-term assignments will be offered from available drivers that sign up to cover no more than a week at a time and shall rotate between drivers, following seniority order.

K. Calendars for each school district on the routes shall be attached to the route before the route bidding process.

L. Drivers will have the option to accept mid-day driving assignments and opt out of noon duty assignments to accept the higher paid driving assignment.

M. Field trip drivers who report to the yard for weekend trips or if the yard is closed will get 45 minutes to open the gate and check out the bus and lock the yard after leaving.

N. Field trips approaching 14-16 hours can be split in half or hotel room can be supplied for the driver to prevent DOT 16-hour violation.

O. Drivers shall remain in paid status while on trips or moves until the driver is relieved of duties or returns the bus to the yard and free to leave.

P. Drivers may receive additional assignments to meet their guaranteed time.

Q. The last two sentences of Article 19.1 are amended for clarification to state: Each route shall allow at least thirty (30) minutes for a safety check and at least fifteen (15) minutes at the end of the route for clean-up. There shall be three (3) possible routes during a school day.

The Parties agree to meet, review, and renegotiate the terms of this the MOU, if necessary, on or before September 1, 2025

By affixing their signatures to this MOU, the Parties acknowledge that the matter set forth herein is agreed. The signatories have represented that they are authorized representatives of the Parties to this MOU and that all actions necessary for the Parties to ratify and accept this MOU as a binding and bilateral agreement will be completed in a manner required by their respective internal policies and/or as required by law.

This Agreement was made on April 30, 2025.

Vincent Ruiz, Assistant Superintendent HR

Nadine Patterson 4/30/25

Nadine Patterson, CSEA 454 President

4/30/2025

Shawana Grace, CSEA LRR

Janice Hunt, CSEA LRR Intern

Transportation Rep CSEA 454

MV VB

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CALIFORNIA SCHOOL EMPLOYEES ASSOSCIATION
AND ITS TRAVIS CHAPTER #454
AND
TRAVIS UNIFIED SCHOOL DISTRICT
REGARDING
LAYOFF EFFECTS FOR THE 7/1/2024 – 6/30/2027 CONTRACT

The following Memorandum of Understanding and agreement ("MOU") is entered into by and between the California School Employees Association and its Travis Chapter #454 ("CSEA") and the Travis Unified School District ("District") collectively referred to as the ("Parties").

This MOU is intended to memorialize negotiations between the Parties concerning the impacts and effects of layoffs initiated during the term of the 2024-2027 Contract.

The Parties agree as follows:

Agreement

1. The District shall not subcontract or transfer CSEA unit work out of the bargaining unit that is currently being performed by unit members whose positions are to be eliminated or reduced (hours) as a result of the pending reduction in force.

2. Laid off bargaining unit members may volunteer to transfer to a classification of same range or demote into a lower classification in which they have not worked if the position is vacant and if they meet the minimum qualifications. Laid off bargaining unit members who take such action shall remain on the reemployment list for the classification from which they were demoted and preserve their right for an additional twenty-four (24) months. At the unit member's option, they may be returned to a position in their former class. If a unit member is laid off and subsequently rehired into a position in a lower class or with less hours than their rehire rights at the time of layoff, they shall be afforded the sixty-three (63) months of rehire rights calculated from the original date of layoff.

3. Each employee who is laid off shall be offered employment as a substitute on a seniority basis in any job classification in the District for which the employee meets the minimum qualifications. Employees must notify the District of any job classification (other than the classification from which the employee was laid off) in which the employee seeks to be considered for employment as a substitute.

4. The District shall not contest unemployment for those impacted by layoffs and/or reduction in hours where appropriate and as required by law.

5. The District will provide CSEA with a final list of the placement of the affected bargaining unit members and all communication sent to affected bargaining unit members.

6. Any unit member who relocates shall advise the district of their correct and current contact information (address, phone number and email address etc.).

7. Reemployment offers shall be made by phone or email to the laid-off bargaining unit member. The bargaining unit member shall have five (5) calendar days (Day as defined in the Collective Bargaining Agreement) to respond to the District. They may refuse an offer without affecting

their status or order of seniority if the offer is for a position at a lesser pay range, hours, or work year from the position from which they were laid off.

8. Laid off bargaining unit members shall have the right to apply for promotional positions as an in-house applicant and use their bargaining unit seniority therein for a period of thirty-nine (39) months following layoff.

9. Bargaining unit members laid off who are rehired within thirty-nine (39) months shall have all contractual rights and benefits as provided by law.

10. With advance notice to their supervisor, laid off bargaining unit members will be allowed to utilize Personal Necessity Leave pursuant to the Collective Bargaining Agreement for the purpose of seeking other employment.

11. Upon written request, the District may provide a laid-off bargaining unit member with a letter of recommendation.

12. Nothing in this MOU shall be construed as relinquishing any right already established in the Education Code.

13. Disagreement arising from the enforcement of this agreement shall be referred to the grievance procedure outlined in the parties' collective bargaining agreement.

The parties agree that the provisions outlined herein shall become effective immediately, the terms of this agreement will be considered non-precedent setting and by affixing their signatures to this MOU the Parties acknowledge that the matter set forth herein is agreed. The signatories have represented that they are authorized representatives of the Parties to this MOU and that all actions necessary for the Parties to ratify and accept this MOU as a binding and bilateral agreement will be completed in a manner required by their respective internal policies and/or as required by law.

This Agreement is made on April 30, 2025, and shall expire after June 30, 2028.

Vincent Ruiz
Assistant Superintendent

Timothy Montgomery
CSEA 454 Vice-President

Shawana Grace, CSEA LRR

5/7/25
Janice Hunt, CSEA LRR Intern

Memorandum of Understanding
Between
Travis Unified School District
and
California School Employees Association
Travis Chapter #454
April 1, 2025

Extended Pilot of SCIL and SDC Preschool
For 2025-2026 School Year

This Memorandum of Understanding (MOU) between the Travis Unified School District (District) and the California School Employees Association Travis Chapter #454 (CSEA) sets forth the Parties' agreement regarding Para-Educator IIs' hours for Structured Class for Intensive Learning (SCIL) Preschool programs and Para-Educator Is' hours for Special Day Class (SDC) Preschool programs. This MOU is for the 2025-2026 school year and extends the previous MOU in place for 2024-2025.

Para-Educator IIs assigned to SCIL or Para-Educator Is assigned to SDC Preschool programs

Effective upon ratification by the parties and for the duration of the 2025-2026 school year, pursuant to Agreement section 13.15, Para-Educator Is and IIs assigned to SDC or SCIL Preschool programs shall have a 7-hour duty day (increased from a 6.5-hour duty day).

Consistent with current and past practice, in the event of Para-Educator II short-term absences due to leaves or ongoing recruitment efforts, at SCIL Preschool programs, the District may temporarily place a Para-Educator II from outside the Preschool programs for coverage purposes.

Para-Educator training opportunities shall be offered during the year for elementary and secondary Para-Educators, but substitutes shall not be provided for unit members to attend such trainings.

All other provisions in the collective agreement are still in effect. The Parties agree to meet on or before May 1, 2026 to extend and/or revise this MOU.

This MOU is non-precedent setting and will expire on June 30, 2026 unless mutually agreed to extend.

Date: April 1, 2025

Vincent Ruiz
TUSD Assistant Supt., Human Resources

Nadine Patterson
CSEA President

Shawana Grace
CSEA Labor Relations Representative