

**ARTICLE 1**  
**RECOGNITION AND MODIFIED AGENCY SHOP**

**1.1 Acknowledgment**

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

Accounts Payable Technician

Administrative Assistant to Executive Director

Educational Services

Student Services

Business Services

Administrative Assistant

Facilities

Maintenance and Operations

Transportation

Administrative Secretary

Facilities

Adult Ed, CTE, College and Career

Food Service

School

Technology

Bilingual Translator Interpreter

Bilingual Support - Extra Duty

Budget Technician

Campus Operations

Campus Monitor

Yard-Duty-Supervisor

Career Center Technician

Community Liaison

Credentials Technician

Custodian

Head Custodian

Data Entry Technician

Employee Benefits Clerk/Substitute Coordinator

Food Service

Food Service Worker

Cook

High School

Attendance Secretary; Registrar; Secretary

Instructional Assistant

Bilingual

Child Care & Development

Child Care & Development - Lead

Instructional Assistant

Enhancement Paraprofessional

Lead Special -Education/Signing/Braillist

Special Education

Teacher Support

Special Friends

Library Media Assistant

Maintenance

Carpentry Craftsperson

Equipment Operator

Electrical Technician

Groundskeeper/Maintenance Person

Painting Craftsperson

Plumbing, Heating and Cooling Craftsperson

Payroll Technician

Placement Workability Specialist

Technology

Data Management Specialist

Student Information Systems Data

Mgmt. Technician

Technology Services Specialist

Technology Help Desk

Transportation

Dispatcher-Transportation

Lead Dispatcher Scheduler - Transportation

School Bus Driver

School Bus Driver – Instructor

Vehicle Service Worker

Heavy Duty Diesel Mechanic

Secretary – School

Warehouse

Delivery Driver

Operations Specialist

## ARTICLE 2

### DEFINITIONS

- 2.1 “Class” is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a class.
- 2.2 “Classification” is the act of placing a position in a class and shall be construed to mean that each position in the bargaining unit shall have a designated title; a regular minimum assigned hours per day, days per week, and months per year; a statement of the specific duties required to be performed in each such position; and the regular monthly and hourly wage rate for each such position.
- 2.3 “Closely related classifications,” as used in **Articles 9.8** and 15.2.1, include the following groupings:

<p><b><u>Instructional Assistants</u></b>            Bilingual            Child Care &amp; Development            Child Care &amp; Development - Lead            Instructional Assistant            Enhancement Paraprofessional            Lead Special - Education/Signing/Brailist            Special Education            Teacher Support            Special Friends            Library Media Assistant            Placement Workability Specialist</p>	<p><b><u>Office</u></b>            Accounts Payable Technician            Administrative Assistant to Executive            Director            Administrative Assistant            Administrative Secretary            Budget Technician            Credentials Technician            Data Entry Technician            Employee Benefits Clerk/Substitute            Coordinator            Attendance Secretary            Registrar; Secretary            Payroll Technician            Secretary - School            Career Center Technician</p>
<p><b><u>Maintenance and Operations</u></b>            Custodian            Head Custodian            Carpentry Craftsperson            Equipment Operator            Electrical Technician            Groundskeeper            Maintenance Person</p>	<p><b><u>Transportation</u></b>            Dispatcher - Transportation            Lead Dispatcher Scheduler -            Transportation            School Bus Driver            School Bus Driver - Instructor            Vehicle Service Worker            Heavy Duty Diesel Mechanic</p>

Painting Craftsperson Plumbing, Heating, and Cooling Craftsperson Delivery Driver Warehouse Operations Specialist	
<b><u>Food Service</u></b> Food Service Worker Cook	<b><u>Technology</u></b> Data Management Specialist Student Information Systems Data Mgmt. Technician Technology Services Specialist Technology Help Desk
<b><u>Bilingual</u></b> Bilingual Translator Interpreter Bilingual Support - Extra Duty Community Liaison	<b><u>Campus operations</u></b> Campus Monitor Yard Duty Supervisor

- 2.4 “Job Description” is the description of the duties, responsibilities, minimum qualifications, physical requirements, and authority of positions in a classification.
- 2.5 “Notice” Whenever notice is required to the “District” or the “Association” under this Agreement or by law, and no form of notice is otherwise designated, notice to the District shall be written notice made by personal delivery or first class mail to the District Superintendent Chief Learning Officer and notice to the Association shall be specific written notice made by personal delivery or first class mail to the President of the CSEA Chapter #383, and the assigned CSEA Field Representative.
- 2.6 “Permanent Employee” “ is a regular employee who successfully completes an initial probationary period of six (6) months of satisfactory service beyond the initial date of employment by the District, as described in Article 2.7.
- 2.7 “Probationary Employee” is a regular employee who will become permanent upon completion of the prescribed probationary period of six (6) months. If an employee is not in paid status during Summer recess, those days will not count toward satisfying probation.

- 2.8 “Reemployment List” is a list of names of persons who have been laid off for lack of work, lack of funds, or exhaustion of sick leave or industrial accident or illness leave and who are eligible for reemployment without examination in their former class for a period of thirty-nine (39) months, said list arranged in order of their right to reemployment.
- 2.9 “Fiscal Year” is the period from July 1 through June 30 of each year.
- 2.10 “Promotion” is movement to a higher classification and salary range.

## ARTICLE 4

### EVALUATIONS

#### 4.1 Evaluations

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

- 4.1.1 Evaluations for all probationary employees shall be submitted within sixty (60) days of employment and again before the end of the **six (6) month probationary period**, as described in Article 2.7. Probationary employees shall review and sign their evaluation forms before they are submitted to the Superintendent Chief Learning Officer by the management or administrative-level supervisor.
- 4.1.2 Evaluations for all permanent employees shall be submitted not later than June 30<sup>th</sup> each year. A special evaluation may be submitted at other times if it is desired by the management or administrative-level supervisor. Permanent employees shall review and sign their evaluation forms before they are submitted to the Superintendent Chief Learning Officer's Office by the management or administrative-level supervisor.
- 4.1.3 If an employee is working in a dual capacity, such as Bus Driver/Custodian, each management and/or administrative-level supervisor must make out a complete Classified Employee Evaluation form, an exact facsimile of the form, or a form as mutually agreed upon by the parties.
- 4.1.4 A specific amount of time shall be set aside by the management or administrative-level supervisor and the employee to discuss the evaluation and the reasons for the various ratings.
- 4.1.5 Employees shall be evaluated over the total year. Thus, an employee's total performance should be emphasized in the evaluation process as opposed to basing most of the evaluation on isolated incidents. Isolated incidents of performance, either positive or negative, should be weighed based on their significance and implications to the employee's effectiveness in their job and to the District's educational program.
  - 4.1.5.1 No evaluator shall base any comment or rating in any way upon an employee's participation in Association activities or any other exercise of protected rights, in accordance with Chapter 10.7, Sections 3540-3549 of the Government Code.

## ARTICLE 9

### PROMOTION

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

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

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

## ARTICLE 10

### TRANSFERS

#### 10.1 Definition

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

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

#### 10.2 Lateral Transfer

10.2.1 When the District determines that a permanent vacancy exists within the bargaining unit, the District shall give first consideration, as stated herein, to bargaining unit employees serving in the same position in the District. Such employees holding that classification may apply for lateral transfer to that vacancy **by submitting an application, via the District's electronic application program**, at any time during the posting period as set forth in Article 9, Section 9.1.

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

10.2.3 In order to grant "first consideration" to bargaining unit members, as provided in Article 10.2.1, transfer applicants from within the bargaining unit shall be interviewed and considered for the position before any outside or promotional candidates are interviewed and considered. If, after the completion of interviews and consideration of the applicants, the criteria listed in Article 10.2.2 of the CBA are equal between two (2) or more applicants, the unit employee with the most classification seniority among these applicants shall be selected for the position. Seniority will be defined as provided in Article 20.3.

10.2.4 An employee on vacation during the period the vacancy occurs shall be notified of the job vacancy by the District, provided the employee specifically requests in



writing that the District Office do so before their vacation commences.

### 10.3 Medical Transfers

- 10.3.1 The intent of this Section is not to create new or unnecessary jobs. This section is also excepted from the definitions of Section 10.1 and 10.2 herein.
- 10.3.2 The District shall offer alternate work, if available, to an employee who has become medically unable to satisfactorily perform their regular job duties. The alternate work may constitute demotion, promotion, or transfer.
- 10.3.3 The District shall require medical proof of such employee's inability to perform their regular job duties and also shall require medical proof regarding what duties the employee can perform.
- 10.3.4 Such attempt at placing an employee in alternate work shall not abridge the rights of any other employee covered by this Contract.
- 10.3.5 If the District determines that no work is available for the employee under this Section, he/she shall be placed on a reemployment list for thirty-nine (39) months.
- 10.3.6 This Section shall not apply to probationary employees.

### 10.4 Involuntary Transfers

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

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

involuntary transfer with the Superintendent Chief Learning Officer or their designee, in order to review reasons for the involuntary transfer. If the employee files a written objection of the involuntary transfer, a good faith effort to find an alternate solution to the problem will be made.

unforeseen tragedy or act of destruction.

- 11.9.1.2 An illness of a member of the employee's immediate family, which is of a serious nature. An illness of a serious nature shall be an illness, which an employee cannot reasonably be expected to disregard, and which requires the attention of the employee during their assigned hours.
  - 11.9.1.3 Appearance in court as a litigant or as a witness under official court subpoena. This provision shall not be used for the personal convenience of the employee.
  - 11.9.1.4 Any unexpected event involving damage or injury to personal property, which has crucial significance for the employee or their immediate family. The aftermath of fire, flood, falling objects, and burglary are examples.
  - 11.9.1.5 The death of a member of the employee's immediate family when additional leave is required beyond that provided in Section 11.2 of this Article.
  - 11.9.1.6 An employee may submit a request to their immediate supervisor to use this leave for other reasons. The immediate supervisor shall make their recommendations regarding the request to the Superintendent Chief Learning Officer or his designee, who shall authorize or deny the leave.
  - 11.9.1.7 Two Personal Necessity No Reason (PNNR) days shall be provided to unit members out of the existing 7 personal necessity leave days provided each year in accordance with 11.9.1 of the contract. These days may be used for any reason without disclosure to the District. These discretionary days cannot be used to extend a holiday or vacation period.
  - 11.9.1.8 A unit employee may utilize personal necessity leave for an absence due to volunteering time to specific emergency services, including fire department, sheriff's department, and avalanche/search and rescue, when requested by said agency and when approved by the Superintendent Chief Learning Officer.
- 11.9.2 For the purpose of this Section, "immediate family" shall be defined as the mother, father, grandmother, grandfather, or grandchild of the employee or the spouse of the employee, or the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee.
- 11.9.3 The employee shall request personal necessity leave on the appropriate form,

- 11.13.2 An individual who has made a donation to the SLB during the last regular or supplemental donation period may request up to twenty (20) days from SLB. The same individual may apply for an extension of ten (10) days once the first twenty (20) days have been exhausted.
- 11.13.3 An SLB Committee will be established to administer the SLB, develop all appropriate forms, and act as the decision making body. The Committee will consist of three (3) CSEA appointed members and two (2) District appointed members. Binding decisions will be reached by a majority vote and all voting will be confidential. The decision of the SLB Committee is not subject to the grievance procedure.
- 11.13.4 An individual wishing to apply for days from the SLB must submit to the SLB Committee written verification from their doctor substantiating the catastrophic illness or incapacitating condition. The Committee will notify the applicant of its decision within ten (10) working days of the initial application. The process and all information will be confidential.
- 11.13.5 The SLB Committee will accept donations during a regular annual donation period from the beginning of each school year until October 15<sup>th</sup>. If the SLB Committee determines that there are a sufficient number of sick leave days in the SLB, the Committee may waive the regular donation period. If sixty (60) days are not available during the year, a second donation period may be opened by the SLB Committee.
- 11.13.6 Employees may donate a maximum of two (2) days per school year to the SLB. Employees wishing to donate sick leave days to the bank must fill out the appropriate forms and submit them to the Payroll Department, which will maintain the documentation.
- 11.13.7 In order to donate to the SLB, an employee must have at least ten (10) sick leave days remaining in their account after the donation is made. Upon request, the SLB Committee may waive this requirement for individuals who have donated to the SLB during the previous regular annual or supplemental donation period but who were required to diminish their individual sick leave bank due to illness or injury.
- 11.13.8 Donation of days to the SLB is voluntary and irrevocable.

#### 11.14 Coaching Leave

Employees shall be granted up to three (3) days (prorated by FTE) leave for head coaches and up to one (1) day leave (prorated by FTE) for assistant/volunteer coach per school

calendar year from their regular work schedule without loss of pay for the purpose of coaching a district sponsored league game, including travel to and from said event. This leave must be pre-approved by the employee's site/department supervisor and the District. This provision does not extend to practices or routine meetings.

## ARTICLE 14

### VACATIONS

#### 14.1 Eligibility

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

#### 14.2 Vacation Schedule

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

##### 14.2.1 Twelve (12) Month Employees

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

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

##### 14.2.2 Eleven (11) Month Employees

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

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

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

## 15.8 Other Expenses

15.8.1 The district shall provide for the payment of the actual and necessary expenses including travel expenses of any employee of the District incurred in performing services for the District whether within or outside the District, under the direction of the Board of Trustees.

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

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

## 15.9 Lost Checks/Returned Automated Clearing House (ACH) Payment

15.9.1 If an employee's payroll check is lost by the District or a District error results in the return of an ACH, the District shall process a check as soon as possible under the provisions of Section 15.5.1 of this Article and Education Code Section 45167.

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

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

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

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

#### 15.10 Compensation for Working Out of Classification

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

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

#### 15.11 Longevity

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

1. \$1100/year at the completion of the 10th consecutive year, beginning in the 11th year **(\$91.67/month)**
2. \$1600/year at the completion of the 15th consecutive year, beginning in the 15th year **(\$133.33/mon)**
3. \$2100/year at the completion of the 20th consecutive year, beginning in the 21st year **(\$175.00/mon)**
4. \$2600/year at the completion of the 25th consecutive year, beginning in the 26th year **(\$216.67/mon)**
5. \$3100/year at the completion of the 30th consecutive year, beginning in the 31st year **(\$258.33/mon)**
  - Transition Period: Employees who retire on or before June 30, 2023 shall receive an additional payment equalling the amount of longevity pay they would have received under the 2017-2020 (board approved 6-21-19) contract and the actual amount of longevity pay they have received since July 1, 2020. **This final payment may not be reportable to CalPERS when final retirement settlement is made from CalPERS.**



## ARTICLE 20

### LAYOFF AND REEMPLOYMENT

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

20.2 Notice of Layoff

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

20.2.2 When, as a result of a bona fide reduction or elimination of the service being performed by any department, classified employees shall be subject to layoff for lack of work, affected employees shall be given notice of layoff, not less than Sixty(60) days prior to the effective date of the layoff, and informed of their displacement rights, if any, and reemployment rights.

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

20.3 Order of Layoff

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

20.4 Bumping Rights

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

Employees who plan to return must respond by telephone or in writing within five (5) working days upon receipt of notification to return. Actual reporting to work must then occur within fifteen (15) working days after receipt of the notification to return unless special arrangements have been made with the District Office to return later.

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

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

20.12 Reemployment in Highest Class

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

20.13 The District agrees not to utilize substitute, temporary, short-term, volunteer, management, confidential, supervisory, certificated, students or other non-unit persons where there has been a layoff.

20.14 The District agrees not to increase the workload of unit members, including the increased need of overtime, as a result of a layoff.

20.15 It is further agreed and understood that the District will do without the services provided by those unit members eliminated as a result of a layoff, even though some or all of the unit members holding the positions actually eliminated may still be employed as a result of the exercise of bumping rights.

20.16 All unit members on layoff shall be offered any substitute time available within the bargaining unit in classifications or positions as previously occupied.

20.17 When a position is eliminated from the District, but attrition makes layoff or reduction in the hours of a bargaining unit member unnecessary with the transfer of a unit member, such a transfer will be carried out pursuant to Article 10.4.