

**Tahoe Truckee Unified School District and
California School Employees Association and Its Tahoe Truckee Chapter #383
Tentative Agreement for 2020-2021 Reopener Negotiations**

June 10, 2021

The Tahoe Truckee Unified School District (District) and California School Employees Association and Its Tahoe Truckee Chapter #383 (CSEA) have completed contract reopener negotiations. The parties have agreed upon changes to contract language and to changes in wages and benefits for 2020-2021. This agreement also settles the term intended for successor negotiations, completed in 2019-2020.

Drafting Changes

Change the abbreviation of CSEA from “the Association” to “CSEA” throughout the collective bargaining agreement. This will not include the title to Article 5.

Change the naming of CSEA on the title page:

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS TAHOE TRUCKEE CHAPTER #383

Wages, 2020-2021

1. 2% ongoing salary increase on the classified schedule, retroactive to July 1, 2020;
2. One time \$2500 payment prorated by full-time equivalent (FTE);
3. Move range 7 to range 9 on the classified salary schedule beginning July 1, 2021; and
4. All classified employees will receive an extra day of compensation prorated by FTE for the 2020-21 school year.

Article 3

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

3.4.1.1 When overtime work is authorized and the employee desires compensatory time off in lieu of cash compensation, a form entitled “Report of Compensatory Time”, ~~Form No. A-114~~, must be completed by the employee and approved by the immediate supervisor and the Superintendent Chief Learning Officer **or designee**.

3.4.1.2 Maximum amount of compensatory time off will be limited to ~~eighty (80) hours~~ **the equivalent of two workdays** per twelve (12) month period commencing July 1.

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

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

3.10 Snow Days and Emergency Days

3.10.3 When any employees assigned to work less than twelve (12) months are paid for a day in which they are not required to work because of a snow day or emergency day, and that day or days is waived by the California State Department of Education for eleven (11) month unit employees and certificated employees, twelve (12) month employees who work, **or use accrued leave**, on any such day shall be granted an additional vacation day(s).

3.10.4 If the use of a Distance Learning model or remote technologies to mitigate snow and/or emergency days affects working conditions, the District agrees to enter into good faith negotiations on the matter.

Article 6

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

Article 11

11.10.1 Employees are entitled to use the provisions of sick leave as enumerated in Sections 11.5 for disabilities incurred by pregnancy, miscarriage, childbirth, and recovery there from. **Vacation and compensatory leaves may also be used for pregnancy related disability leave, at the discretion of the employee.** Such leave shall not be used for childcare or child rearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date upon which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee’s physician and be stated on the appropriate District Form.

11.10.4 In any event, when these leaves commence an end must be communicated to the District and a physician’s statement must accompany all requests for maternity leaves. ~~These statements shall arrive in the District Office no later than the end of the sixth month of pregnancy.~~ **An employee must provide the District with at least 30 days’ advance notice of the date for which the pregnancy disability leave is sought and the estimated duration of the leave. If 30 days’ advance notice is not possible due to a change in circumstances beyond the employee’s control or a medical emergency, notice must be given as soon as practicable.**

11.10.5 An employee should make an appointment with Human Resources, by their fourth month of pregnancy if possible, to go over parental leave rights and guidelines.

11.10.6 Leaves taken for disability related to pregnancy will not reduce the 12 weeks available to employees for family bonding as Parental Leave.

11.10.7 The District will maintain health and welfare benefits, according to the standard rates and requirements, for employees using any maternity leaves, whether paid or unpaid.

~~11.11.7 If both parents of a child work for the district, their family care and medical leave related to the birth or placement of the child shall be limited to a combined total of twelve (12) workweeks. This restriction shall apply regardless of the legal status of both parent's relationship~~

Article 18.

18.7 Bargaining Unit New Hire Reporting.

18.7.1 In compliance with Government Code section 3558, the District will provide CSEA with a list including the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the employer, and home address of every employee newly hired into the bargaining unit within 30 days of the date of hire or by the first pay period of the month following the hire.

18.7.1.1 These lists will be conveyed to CSEA by means agreed to by both parties.

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

Article 21

21.3 Future Negotiations Notwithstanding the above, and in accordance with the provisions of the Government Code of California, Chapter 10.7, Sections 3540-3549, it is agreed by the parties that the term of the Master Agreement begins on July 1, ~~2017~~ **2020** and expires on June 30, ~~2020~~ **2023**.

21.3.1 ~~The Association~~ **CSEA** shall present its initial reopener proposals so they may be publicly noticed at a regular Board Meeting in September of each year. The District shall subsequently present its initial reopener Agreement proposals to CSEA ~~#383~~ for public notice at a regular Board Meeting in October.

Reopener negotiations will cover wages, health and welfare benefits and up two (2) articles chosen by CSEA and up to two (2) articles chosen by the District.

For the District:

Signature on File at the District Office

Director of Human Resources, Joan Zappettini

Date

For CSEA:

Signature on File at the District Office

CSEA Chapter #383 President Malissa Cruz

Date

Signature on File at the District Office

CSEA Labor Relations Representative, Jeff Otter

Date