

Collective Bargaining Agreement

Between the

**Board of Trustees
Gold Trail Union School District**

and the

**Gold Trail Federation of Educators (GTFE),
Classified Chapter, Local 4911,**

**California Federation of Teachers (CFT),
American Federation of Teachers (AFT),
American Federation of Labor-Congress of Industrial
Organizations (AFL-CIO)**



July 1, 2024 - June 30, 2027

Ratified by GTFE: May 2024
Adopted by Board of Trustees:

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ARTICLE I

AGREEMENT

This Agreement is made and entered into this first day of July, 2001 between the Gold Trail Union School District School District (hereinafter referred to as the "District") and the Gold Trail Federation of Educators (GTFE), Classified Chapter, Local 4911, California Federation of Teachers (CFT), American Federation of Teachers (AFT), American Federation of Labor-Congress of Industrial Organizations (AFL-CIO), (hereinafter referred to as the "Federation").

ARTICLE II

RECOGNITION

1. The District recognizes the Gold Trail Federation of Educators (GTFE) – Classified Chapter, Local 4911, California Federation of Teachers (CFT), American Federation of Teachers (AFT), American Federation of Labor-Congress of Industrial Organizations (AFL-CIO), (hereinafter referred to as the "Federation") as the exclusive representative of the classified unit as described in Appendix A, attached hereto and incorporated by reference as part of this Agreement.
2. Newly created or retitled classified positions which are not management, confidential or supervisory shall be added to Appendix A upon mutual agreement of the parties. If the parties do not agree to the classification of a newly created or retitled position, and the Federation believes that the position should be a part of the classified unit, the matter shall be submitted to the Public Employment Relations Board for resolution.

ARTICLE III

NON-DISCRIMINATION

Neither the District nor the Federation shall discriminate against any employee of the District on the basis of race, color, creed, age, sex, national origin, religion, political affiliation, domicile, marital status, sexual orientation, physical or mental impairment, or for membership or participation in the activities of a unit member organization.

ARTICLE IV

EMPLOYMENT CATEGORIES

1. Probationary and Permanent Unit Members

Unit members hired to fill authorized permanent positions will be classified as probationary unit members during the first six (6) calendar months of their employment. After the six (6) calendar month probationary period, the unit member shall become a permanent employee.

Probationary and Permanent unit members are entitled to all employee benefits authorized by this Agreement and the Education Code.

A permanent employee who is serving a probationary period as a result of a transfer or promotion and who is found unsatisfactory in the new position shall be reinstated in permanent status in their former position.

2. Substitute Unit Members

A Substitute shall not be used to fill a vacant position for longer than sixty (60) calendar days.

ARTICLE V

UNION RIGHTS AND PAYROLL DEDUCTIONS

1. The District recognizes the right of unit members to form, join, and participate in the lawful activities of the Federation.
2. The Federation or its designated representative shall have the right to meet with the District at the request of either party, to consult on matters relating to the implementation of this Agreement.
3. The Federation may appear on the Board agenda in accordance with normally established Board procedure and speak on any issue of said agenda before a vote is taken on such issue. A copy of the Board agenda and public supporting information will be provided to the Federation by the Secretary of the Board at the same time it is made available to the members of the Board.
4. A copy of this Agreement shall be distributed by the District to each employee covered by this Agreement.
5. The Federation shall have the right to use District facilities during non-instructional hours when there is no conflicting previously scheduled use for the purpose of transacting lawful Federation business. The use of a teacher's classroom or the staff lounge shall not require any advance notice providing the teacher is in concurrence with the use of their classroom.
6. The Federation shall have the right to use the intra-District mail system and/or mailboxes for the purpose of communicating with unit members.
7. The Federation shall have the right to bulletin board space for communicating union business
8. The District agrees to provide release time without loss of compensation for up to four (4) representatives of the Federation for the purpose of negotiations.
9. The District shall not contract out any work customarily and routinely performed by bargaining unit members.
10. The District will deduct Federation dues and other voluntary deductions from the monthly paycheck of each unit member and forward to the Federation as authorized in writing by the unit member on a mutually accepted form. All Federation dues collected by the District as a result of deductions shall be remitted to the Federation together with a printout of each payee's name.

The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing no less than fifteen (15) days after submission of the form to the designated representative of the District.

11. Any unit member who is paying dues may stop making those payments by giving written notice to the Federation. The District will honor the unit member's written authorizations.

12. The Federation shall indemnify and hold harmless the District from any claims made of any nature and against any lawsuit instituted against the District arising from the deduction of dues, insurance or benefit programs of the Federation.

ARTICLE VI

DISTRICT RIGHTS

The Board of Trustees hereby retains and reserves unto themselves all rights, powers, authority, duties and responsibilities conferred upon it by law.

The exercise of those rights, powers, authority, duties, and responsibilities, and the adoption of such rules, regulations, and policies as it deems necessary in the management, direction, and administration of operations and activities of the District shall be limited only by the specific and express terms of this Agreement and by law.

ARTICLE VII

HOURS

1. A regular work schedule shall consist of not more than five (5) consecutive working days, Monday through Friday, of eight (8) hours per day and/or forty (40) hours per week. Additional work hours shall be approved by a supervisor in advance. Additional work hours shall be assigned according to the following priorities in descending order:

- a. Maintaining regular functions and operations of the district.
- b. Completion of employee schedules to work an 8-hour workday.
- c. Equitable distribution of additional work hours will be based on the bidding by seniority process.

Assignment of additional work hours according to these priorities does not include the assignment of overnight field trips, day field trips, and sports trips. This Article shall not restrict the extension of the regular workday or work week on an overtime basis when such is necessary to carry on the business of the District.

2. Unit members working their regular classification during the summer shall be compensated at their regular rate of pay and shall accrue holidays, vacation and sick leave in accordance with the regular school year schedule, as specified in this Agreement.

Unit members working at a lower classification during the summer shall be compensated at their regular rate of pay, and shall accrue holidays, vacation and sick leave in accordance with the regular school year schedule, as specified in this Agreement.

Unit members working at a higher classification during the summer shall be placed at the step in the new classification that provides them at least a 5% increase over their regular compensation and shall accrue holidays, vacation and sick leave in accordance with the regular school year schedule, as specified in this Agreement.

A unit member performing summer work outside of the unit member's classification shall not accrue seniority or retreat rights from this summer work.

3. Unit members may request flexible or alternative work hours, including a 10-hour day, four days a week work schedule, subject to agreement by the unit member, the District and Federation.
4. Unit members who render service of at least six (6) consecutive hours per work day shall be entitled to an uninterrupted lunch period. The length of the lunch period shall not be less than one-half hour and shall normally be scheduled at/or about the midpoint of each work shift.
5. Unit members shall be granted a ten (10) minute rest period at the mid-point in each four (4) hours worked. Rest periods are counted as hours worked for which there shall be no deduction from wages.
6. The District shall make available to unit members, on a non-exclusive basis, lunchroom, restroom and lavatory facilities at each site.
7. Overtime shall be approved in advance, with the exception of regularly scheduled bus routes.

Overtime shall be equitably distributed pursuant to a rotation list among unit members within each classification at each work site. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar week and shall be compensated at one and one-half (1-1/2) times the regular rate of pay of the employee. The employee shall decide whether to receive overtime pay or the equivalent in compensatory time at the time that the overtime is assigned. The employee shall receive payment for any compensatory time that remains on the books at the end of the fiscal year, or, at the employee's option, may roll over up to 80 hours of overtime into the next fiscal year. Employees who work hours beyond their hourly schedule but are not subject to overtime because they work less than eight (8) hours per day or forty (40) hours per week, shall have the option of receiving regular pay or compensatory time for the additional time that they work. They may also request in writing to roll up to 80 hours of regular time into the next fiscal year. Unit members who have accumulated over 80 hours at the end of the 2015-16 school year have the option to carryover up to 120 hours into the next fiscal year(s) forward.

8. When unit members are required to work on paid holidays, the District shall pay the employee at the rate of two and one-half (2-1/2) times the employee's regular hourly rate.
9. Each employee shall be assigned a regular number of hours to be completed in a fixed shift.
10. Unit members called back to work after completion of their regular assignment shall be compensated for not less than two (2) hours of overtime at the current overtime rate.
11. Unit members required to attend work-related activities which extend beyond their normal workday shall be compensated at the appropriate hourly rate of pay for such work. Unit members who work field trips shall be compensated for all on duty hours at the appropriate hourly rate of pay for such work.
12. The school year for unit members shall begin on July 1 and end on June 30th the following year.

ARTICLE VIII

PERSONNEL FILES

1. The District shall maintain personnel files for each unit member. The files shall be maintained in the District Office.
2. The file of an individual unit member is confidential information and shall be available only to authorized District personnel, the unit member, and any individual authorized by the unit member.
3. Every unit member shall have the right to inspect his/her personnel file. If the unit member is not present, anyone designated must have a signed statement from the unit member authorizing file access.
4. Information of a derogatory nature shall not be entered or filed in the unit member's personnel file until ten days after the employee is given a copy of the information. This shall be considered notice and an opportunity to review the information and comment upon it.
5. No material ascribed to any anonymous source shall be placed in a unit member's personnel file.
6. Any document, item or material in a unit member's personnel file which has been proven to be false or unsubstantiated shall be sealed.
7. The unit member shall have the right to attach a response to any material filed. No such answer, reply, clarification or explanation shall constitute a waiver of the employee's right to file a grievance in accordance with Article XV of this Agreement.

ARTICLE IX

EVALUATIONS

1. The primary purpose of employee evaluation shall be to recognize accomplishments and offer support for the improvement of performance.
2. The District retains sole responsibility for the evaluation and assessment of the performance of each employee, subject to the following procedural requirements:
 - a. The parties agree a supervisor shall have supervised a unit member's work for no less than three (3) months prior to an evaluation.
 - b. A unit member in the bargaining unit shall not evaluate another employee in the bargaining unit.
 - c. Unit members shall be provided with a current job description and shall be informed as to the evaluative standards, objectives, and criteria that have been established during negotiations.
3. Evaluations shall be completed and summarized in writing so that each employee shall receive his/her evaluation no later than thirty (30) calendar days prior to the last day of school. The evaluation model will be found in Appendix E.
4. The immediate supervisor shall prepare a formal evaluation for probationary unit members prior to the end of the third (3rd) month of service and prior to the completion of the sixth (6th) month of service. Promotional or reclassified unit members shall be evaluated by their immediate supervisor prior to the end of the third (3rd) month after promotion or reclassification.
5. The signature of a unit member on the evaluation reflects only that the employee has read the evaluation.
6. A unit member may be accompanied by a representative of the employee's choice at any conference which may lead to discipline or an adverse effect on the unit member's employment status. The employee shall be informed by the District of the purpose of any meeting called for discipline or formal evaluation purposes. The employee shall be told of the right to have representation by the Gold Trail Federation of Educators, the exclusive representative, either before the meeting or at the point in the meeting when an adverse effect related to the employee's status might result from the proceedings.

ARTICLE X

PUBLIC CHARGES

1. Public Charges

- a. If parents, other employees, or community members have a complaint against a unit member, the District will direct the complainant to communicate directly with the person against whom the complaint is lodged. The District will encourage the complainant to try to resolve concerns with the unit member personally.
- b. If the complaint is not resolved informally by the complainant and the unit member, the complainant may submit the complaint in writing, signed by the complainant, to the Site Administrator or immediate supervisor. The unit member shall be given a copy of the written complaint and shall have the right to respond orally or in writing within ten (10) work days after receipt of the complaint. Any written response made by the unit member will be attached to any report of the complaint placed in the unit member's personnel file. If the complaint is not put in writing, the District will advise the complainant that it cannot proceed with the investigation. If the complaint is not put in writing, the complaint cannot be used in an evaluation of the unit member. Nothing herein shall limit the District from proceeding with the investigation and otherwise processing the complaint.
- c. The Site Administrator or immediate supervisor shall be responsible for investigating the written complaint to be investigated. Any investigation shall include an interview with the unit member against whom the complaint has been made. The Site Administrator or immediate supervisor will attempt to resolve the complaint after making, or after having caused to be made, an investigation of the alleged facts and circumstances.
- d. Once the complaint has been put in writing and is signed by the complainant, the unit member may be represented by a Federation representative at any meeting regarding the complaint.
- e. If the complaint remains unresolved after the Site Administrator or immediate supervisor's review and investigation, the complaint shall be referred to the Superintendent, along with the supervisor's report, a copy of which shall be provided to the unit member. The Superintendent shall issue a written decision. The complainant shall consider the Superintendent's decision as final; however, the complainant or the employee may appeal the matter to the Governing Board.
- f. Any appeal to the Board must be filed in writing with the Board within ten (10) working days following receipt of the decision by the Superintendent.
- g. Should the employee appeal to the Governing Board, the Superintendent shall prepare a report, a copy of which shall be provided to the employee. The Superintendent's report shall contain the following:
 - i. The name of the employee and complainant.
 - ii. A brief summary of the facts.
 - iii. A copy of the original complaint.
 - iv. A summary of the action taken by the Superintendent.

- h. The Board shall address the appeal. All complaints or public charges concerning a unit member shall be discussed in closed session unless the employee requests that the issue charges be addressed in open session. All parties to the complaint may be asked to meet with the Board in closed session. A unit member has the right to a Federation representative at such a hearing in closed session meeting before the Board. The decision of the Board regarding the appeal following the hearing shall be final.
- i. The Federation may utilize the grievance procedure, commencing with Step 5, should it disagree with the Board's decision by requesting a hearing before an arbitrator within fifteen (15) working days of the decision.
- j. Complaints which are unsubstantiated or proven false shall not be included in the unit member's personnel file.

ARTICLE XI

LEAVES

An employee shall notify their immediate supervisor of their need to be absent as soon as such need is known.

1. Sick Leave

- a. All 10-month unit members covered by this Agreement shall be granted a total of ten (10) days sick leave at full compensation for each contract year which shall be cumulative for the term of their employment. All 11-month unit members covered by this Agreement shall be granted a total of eleven (11) days sick leave at full compensation for each contract year which shall be cumulative for the term of their employment. All 12-month unit members covered by this Agreement shall be granted a total of twelve (12) days sick leave at full compensation for each contract year which shall be cumulative for the term of their employment.
- b. Sick leaves shall be credited at the beginning of the school year. Unit members who do not complete a full year of service will be charged for any unearned sick leave used as of the date of termination. However, new unit members of the District shall not be eligible to use more than six (6) days of sick leave until six (6) months active service has been completed with the District.
- c. If a unit member does not utilize the full amount of sick leave authorized in any one school year, it shall be accumulated without limit from year to year. Upon retirement, unused accumulated sick leave may be included in PERS service retirement, as allowable under the current law.
- d. There shall be a wellness incentive bonus for unit members who on October 1 of each school year are employed in a position for at least 20 hours per week. This only applies to sick leave earned during the current fiscal year.
 - i. 10 and 11-month unit members who use no sick leave or personal necessity leave shall be paid an incentive of \$250.00 for the year.
 - ii. 10 and 11-month unit members who use one day or less of sick leave or personal necessity leave shall be paid an incentive of \$150.00 for the year.
 - iii. 12-month unit members who use no sick leave or personal necessity leave shall be paid an incentive of \$300.00 for the year.
 - iv. 12-month unit members who use one day or less of sick leave or personal necessity leave shall be paid an incentive of \$250.00 for the year.

2. Extended Sick Leave

- a. After all available sick leave is exhausted, when a unit member is absent from duty due to illness or injury for a period of five (5) months or less, the amount deducted from the salary due to the unit member for that month in which the absence occurs shall not exceed the sum actually paid a substitute employed to fill the position during the absence.
- b. Payments under this section shall be in conformance with the established procedures of the Education Code.
- c. In cases of suspected sick leave abuse (as determined by the Superintendent and excluding No Tell days), or when a unit member has reached a zero balance of sick leave:
 - 1) Additional illness absences must be verified in writing by the unit member's treating physician;
 - 2) Verification must be submitted to Human Resources on the first day the unit member returns to work;
 - 3) Failure to timely submit verification will result in a dock from the unit member's monthly pay warrant.

3. Industrial Accident Leave

- a. In the case of industrial accident or illness, allowable leave shall be for not less than sixty (60) days. During this period, the unit member shall be paid a salary which, when added to their temporary disability indemnity, will result in payment of their full salary. "Illness" includes a contagious disease which the Workers' Compensation Board determines to be an industrial illness.
- b. After using all of their industrial accident or illness leave, they are entitled to all other benefits for which they are eligible. These benefits include their current sick leave, accumulated sick leave, catastrophic sick leave, and the five (5) month period of accumulated sick leave and differential pay (See applicable sections in this Article). The absence shall be deemed to commence on the first day following the termination of the industrial accident or illness leave. If the unit member continues to receive their temporary disability indemnity, they may use as much of their sick leave as necessary to result in a payment of their full salary.
- c. The provisions for this leave are contained in the Education Code: the current Code section is 45192.

4. Pregnancy Disability Leave

Leave for pregnancy disability purposes may be taken as follows:

- a. A leave of absence for pregnancy disability purposes; and

- b. Sick leave for pregnancy disability purposes.
 - i. Pregnancy Disability Leave provides up to one (1) year of unpaid leave for pregnancy disability. Disability is determined by a unit member's physician if paid sick leave is to be used. The physician must certify that the unit member is medically capable of returning to employment. Such leave shall not constitute a break in service but will count towards advancement only if the unit member is on paid status for at least 50% of the year.
 - ii. Use of sick leave for pregnancy disability purposes: a unit member may apply for paid sick leave due to pregnancy disability when verified by a physician that she is no longer able to work due to the condition of pregnancy or recovery from childbirth. At the time of her release by the physician she shall return to normal duties.
- c. Sick leave for pregnancy disability purposes shall begin on the date the physician decides that the continued fulfillment of her duties would be detrimental to her health and shall terminate on the date her physician decides she can return to her normal job responsibilities.

5. Paternity/Maternity Leave

For up to one year following the birth, adoption, or foster placement of a child, either parent who has been employed by the District for at least one year may take up to twelve (12) weeks of leave for the purpose of bonding with the child. Under CFRA, this leave may be eligible for sub differential, pursuant to Education Code section 44977.5.

6. Family and Medical Leave

- a. Unit members who have been continuously employed at least twelve (12) months are eligible under Federal and State laws for unpaid family and medical leave. Leaves may be granted for up to twelve (12) weeks in a twelve (12) month period (26 weeks for qualifying illnesses and injuries incurred during active-duty military service).
- b. Unpaid leave is permitted for the following reasons: serious health condition of the employee; serious health condition of the employee's child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, registered domestic partner, or a designated person who is the equivalent of family; birth of a child, or placement of a child in the family for adoption or foster care; serious illness or injury sustained in the line of duty on active duty by a military service member who is the spouse, child, parent, or next of kin of the employee; or qualifying exigency arising out of the fact that a spouse, child or parent of the employee is a covered service member on covered active duty or has been notified of an impending call or order to covered active military duty.
- c. Leave does not constitute a break in service for the purposes of longevity, seniority, and/or sick leave. The unit member and dependent benefit coverage as provided in Appendix C shall continue.

7. Personal Necessity Leave

- a. Unit member shall be granted up to a total of seven (7) days of personal necessity leave at full compensation during each year of their employment. Such leave will not be cumulative and will be deducted from the unit member's sick leave.
- b. The purpose of this leave is to enable the unit member to take care of urgent personal business that would normally require them to be absent from duty and, therefore, suffer loss of pay as a result. Personal necessity leave is not for personal convenience, recreation, or other employment.
- c. Leave forms shall be provided at the school site. Unit members may use personal necessity leave for the following reasons:
 - i. Serious illness of a member of immediate family.
 - ii. Accident involving person or property of unit member or a member of unit member's immediate family.
 - iii. Extension of Bereavement Leave or bereavement for a person not covered by Bereavement Leave.
 - iv. Appearance in court as a litigant or as a witness in any proceeding to which they are party.
 - v. Inability to get to assigned place of duty because of circumstances beyond unit member's control, such time being not less than one full day of leave.
- d. For purposes of this section, members of the immediate family are: parent, parent-in-law, spouse, domestic partner, child, child-in-law, step-parents, step-children, grandparent, grandchild, sibling, brothers-in-law, sisters-in-law, aunts, uncles, cousins, nieces, nephews, or any relative in the immediate household of the unit member.
- e. No personal necessity leave shall be granted for purposes of personal convenience, for the extension of a holiday or vacation period, or for matters that can be taken care of outside of working hours. The District may authorize the use of personal necessity leave for purposes not specifically listed in this section.
- f. The unit members shall request permission in advance for personal necessity leave, except in urgent situations such as a death or serious illness of a member of the immediate family or accident involving the employee's person or property.
- g. After an absence due to personal necessity the employee shall verify the absence by submitting a completed and signed absence form to their immediate supervisor.
- h. No Tell Leave

Each school year, a unit member may use up to two (2) of their unused personal necessity days without naming a reason for the absence ("No Tell"). Unused No Tell days do not accrue/carry over from school year to school year.

- 1) Approval
 - a) A unit member must receive written approval by the Superintendent, or designee, at least one-week prior to the requested No Tell day.
 - b) The Superintendent has the discretion to deny the request if it places undue hardship on the District.
 - c) Requests shall be honored in the order that they are submitted.

- 2) No Tell days may not be used:
 - a) On non-student days;
 - b) During the first and last week of school;
 - c) For concerted activities against the District.

8. Bereavement Leave

- a. A unit member who is absent because of the death of a member of their immediate family shall be granted three (3) days of paid bereavement leave unless travel out of state or in excess of three hundred (300) miles, one-way, is required, for which five (5) days shall be granted.

- b. Unless extending Bereavement Leave, no deduction in sick leave shall be taken from a unit member.

- c. For purposes of this section, members of the immediate family are: parent, parent-in-law, spouse, domestic partner, child, child-in-law, step-parents, step-children, grandparent, grandchild, sibling, brothers-in-law, sisters-in-law, aunts, uncles, cousins, nieces, nephews, or any relative in the immediate household of the unit member.

9. Jury Duty and Court Appearance Leave

- a. Leave with pay shall be allowed for jury duty or when subpoenaed as a witness in any proceedings to which they are not party or one of the persons charged.

- b. Jury Duty Deferral
 - 1) Employees called for jury duty in a court of law during their regular work year who elect to defer their jury service to non-required service days (i.e. their next school break) as allowed by law shall be compensated in an amount equal to the District's daily substitute rate of pay for each day of jury service that was deferred.

 - 2) The employee must provide written documentation to the District showing the original jury summons date and the actual date(s) of jury duty served prior to receiving compensation under this section.

- c. Any jury fees received, excluding mileage reimbursement, will be remitted to the District.

10. Catastrophic Leave

- a. Catastrophic illness or injury is defined as an illness or injury that is expected to incapacitate a unit member or member of their immediate family for an extended period of time, and taking extended period of time off work creates a financial hardship for the unit member because they have exhausted all of their sick leave and other paid leave.
- b. Days in the Catastrophic Leave Bank shall accumulate from year to year.
- c. Immediate family member for the purposes of Catastrophic Leave means the unit member's spouse, domestic partner, mother, father, grandmother, grandfather, son, son-in-law, daughter, daughter-in-law, stepparent, step-child, brother, sister, aunt, uncle or any relative living in the immediate household of the unit member.
- d. The Catastrophic Leave Bank shall be administered by a committee comprised of two (2) members from each unit member group. Committee members must be participants in the program.
- e. Eligibility and Contributions
 - i. All unit members on active duty with the District are eligible to contribute to the Catastrophic Leave Bank eight (8) hours of accrued sick leave. Such time shall be donated in eight (8) hours increments from the unit member's accrued sick leave.
 - ii. A window period will commence each year, running from July 1st through October 31st during which time unit members may opt to participate in the leave bank. Those unit members joining the Catastrophic Leave Bank for the first time, those returning from leave, or newly hired unit members who wish to contribute to the Bank shall be required to contribute eight (8) hours to the Bank.
 - iii. Participation is voluntary but requires contribution to the bank. Only contributors will be permitted to withdraw from the bank
 - iv. All transfers of accumulated sick leave are irrevocable and binding.
 - v. An additional eight (8) hours of contribution will be required of participants if the number of hours in the Bank falls below two hundred and forty (240). Leave Bank participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible, nor shall participants who have exhausted their accumulated and annual sick leave. Should the leave bank run out of hours, the program shall be discontinued.
- f. Unit members applying to withdraw from the Bank will be required to submit to the Superintendent a doctor's statement indicating the nature of the illness or injury and the probable length of absence. Unit members will also be required to sign a form authorizing

release of necessary medical information. Information regarding the nature of the illness will be kept confidential.

- g. No unit member shall withdraw more than eight hundred (800) hours from the Bank for any one illness or injury.
- h. Withdrawals from the Bank may not be denied on the basis of the type of illness or injury.
- i. Denial of a withdrawal from the Bank shall not be subject to the grievance procedure.

11. Federation Leave

Voluntary Absence for Federation Purpose - A maximum of twelve (12) days per work year shall be granted for voluntary absences for those unit members designated by the Federation to conduct Federation business. The Federation shall notify the Superintendent and/or designee as soon as practicable, but not later than two (2) business days prior the commencement of the leave. The Federation shall pay the District for all costs of the substitute, including statutory benefits costs, or the amount which would have been paid if a substitute had been employed.

The Federation shall work cooperatively with the District to insure that there is sufficient coverage to conduct District business during the leave. This provision shall not be construed as a waiver of any rights available to the Federation under Education code section 44987.

This leave shall not be used for the purpose of or for conducting any concerted activity or litigation against the District.

12. Leave Without Pay

Leave without pay must be preapproved by the Superintendent.

ARTICLE XII

DISTRICT VACANCIES

1. Posting

- a. Whenever a vacancy occurs the District shall publish and post a job announcement for the available position on each work site's bulletin board. The vacancy notice shall include the classification, job description, salary range, location, minimum qualifications desired, the method of application, and the deadline for applying.
- b. The notice shall be posted in areas accessible and highly visible to all unit members in the bargaining unit. Such notice shall be posted for a minimum of five (5) calendar days prior to the expiration of the application deadline.
- c. A current employee may apply for any position for which the employee meets the qualification requirements. The employee shall be given first consideration to fill that position before consideration of a candidate who is not currently employed with the District.
- d. No employee shall be assigned to a permanent position resulting from a vacancy before the deadline for all interested unit members and/or applicants to apply has expired.
- e. The District shall notify all off track unit members by mail (and ParentSquare when appropriate) of any vacant positions.

2. Transfers

- a. A "transfer" is defined as a change of job site, but within the same classification.
- b. Employee Initiated Transfers:

Each employee covered by this agreement shall have the right to request a transfer to any job location within the same classification. The following procedures shall be followed for all transfer requests:

- i. The employee shall submit a written request for transfer
- ii. All unit members who submit a request for transfer and meet the minimum qualifications for an open position shall be interviewed for the vacancy.
- iii. If the relevant factors among two or more applicants are equal, preference shall be given to the current District employee with the most seniority.
- iv. If the employee is not offered the position, the reasons for the denial shall be provided in writing at the written request of the employee.

v. For the purpose of this Article, seniority shall mean a unit member's length of continuous service with the District. Service shall commence on the unit member's date of permanent hire with the District regardless of whether they are full time or part time.

c. District Initiated Transfers

The District shall have the right to transfer based on the needs of the District, any employee to any job location within the same classification.

3. Promotions

a. A promotion is defined as a change from one classification to a higher classification and involving a change of position and duties. It is the intention of the District to promote, whenever possible, District unit members to vacant promotional positions.

b. When a permanent employee receives a promotion, the employee shall move to the first step of the new salary range or that step of the new range which provides at least a 5 percent increase over the employee's current salary, whichever provides the highest salary.

c. First consideration shall be given to the employee with the most seniority.

d. The probationary period for transfers and promotions shall be six (6) months. During this time period, transferred or promoted unit members have the right to return to their original position if they are not successful in their new position. For purposes of this section only, transfer is defined as a change from a position to a new position which is paid at the same salary range and is in the bargaining unit.

ARTICLE XIII

VACATION AND HOLIDAYS

1. Vacation Procedure

- a. Each employee in the bargaining unit shall earn vacation days according to the employee's time of employment in the District. Part-time unit members earn vacation at the same ratio as their work assignment bears to a full-time assignment.

| Years Employed | Number of Days |
|----------------------------|---|
| 0-5 years' service | 1 day for each month of service earned during the work year for a maximum of 12 days annual vacation |
| 6-10 years' service | 1.25 days for each month of service earned during the work year for a maximum of 15 days annual vacation. |
| 11-15 years' service | 1.67 days for each month of service earned during the work year for a maximum of 20 days annual vacation. |
| 16-20 years' service | 2.09 days for each month of service earned during the work year for a maximum of 25 days annual vacation. |
| 21 years' service and over | 2.5 days for each month of service earned during the work year for a maximum of 30 days annual vacation. |

- b. Except when authorized in writing by the Superintendent, new unit members are ineligible to take any earned vacation during their first year of employment. Upon termination, all unit members who have completed the initial six months of employment will be paid for any accrued vacation.
- c. Except when authorized in writing by the Superintendent, less than 12-month unit members shall not take vacation time but shall be paid for the vacation time earned by June 10 of each year.
- d. Vacation absences are granted with the approval of the unit member's site administrator or Superintendent. Efforts will be made to enable vacation to be taken at times convenient to the unit member, consistent with the needs of the District and the workload of the school and department.

- e. Twelve-month unit members may request in writing, to carry over earned unused vacation time into the next fiscal year. The maximum carryover shall be two years vacation credit. Vacation that is not carried over will be paid out by July 10 of each year.
- f. Unearned vacation time may be granted in advance under unusual circumstances with prior approval of the unit member's supervisor and the District Superintendent.

2. Holidays

- a. Unit members are entitled to payment for authorized holidays provided they were in a paid status during any portion of the workday immediately preceding or succeeding the holiday.
- b. The authorized holidays for 12-month unit members are:

| | |
|------------------------|------------------------|
| New Year's Eve Day | New Year's Day |
| Independence Day | Christmas Day |
| Martin Luther King Day | Labor Day |
| Lincoln's Birthday | Veterans' Day |
| President's Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Christmas Eve Day | Good Friday |
| Juneteenth | |

- c. The authorized holidays for 10- and 11-month unit members are:

| | |
|------------------------|------------------------|
| New Year's Eve Day | New Year's Day |
| Martin Luther King Day | Labor Day |
| Lincoln's Birthday | Veterans' Day |
| President's Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Christmas Eve Day | Good Friday |
| Christmas Day | |

- d. If a holiday falls on a Saturday, the preceding Friday shall be designated the holiday; if the holiday falls on Sunday, the following Monday shall be designated as the holiday.
- e. All unit members assigned work on holidays shall receive compensation or compensatory time off equal to the time worked, in addition to the regular pay received for the holiday. The exception to this rule is when Lincoln's Birthday and President's Day are combined to make a four (4) day weekend.
- f. Two (2) floating holidays shall be available to all unit members per year with the days of choice determined by the unit member, with prior approval by the District. If the unit member does not elect to take one or both of the floating holidays, the employee will be compensated for the unused portion of time on the last pay warrant of the fiscal year. Floating holidays may only be taken as complete workday assignments.

ARTICLE XIV

TRANSPORTATION

Hours

Bus schedules may be amended due to a change in route caused by overcrowding, or other verifiable concern.

Drivers' assignments shall be determined by seniority in the following manner.

- a. Bidding by Seniority
 - i. The most senior bus driver shall decide their first choice of route or non-regularly scheduled trip. The second most senior bus driver shall then decide their first choice of route or non-regularly scheduled trip. This method will continue in descending order of seniority until all bus drivers have completed their first choice of assignments. Should additional trips remain on the list, the process will commence beginning with the next most senior driver in the rotation. Should a unit member accept or decline a driving assignment, the unit member shall provide written authorization and the bidding of assignments will commence with the next most senior driver in the rotation.
 - ii. Unit members shall not be prevented from assignment to a field trip due to unfamiliarity with the trip. The district shall provide an opportunity to become familiar with field trip routes if the assigned unit member is unfamiliar with the driving route.
 - iii. The field trip assignments and rotation list will be updated as practical and maintained in locations accessible and known to the affected unit members.
- b. Routes and Buses
 - i. Routes will be determined and posted prior to the beginning of the school year.
 - ii. Routes and buses may be subject to change depending upon routes/ridership.
 - iii. Routes and buses shall be bid upon by the unit members according to bidding by seniority.
 - iv. Should regularly scheduled routes change such that it affects the hours required of a route, routes shall be reassigned according to bidding by seniority.
 - v. In the case of a known absence extending beyond 10 working days, assignments for regular bus driving routes shall be reassigned according to bidding by seniority.
 - vi. Should any vacancy remain after exhaustion of the bidding process, the vacancy will be filled with a substitute, if available.
- c. Overnight Field Trips
 - i. Shall be assigned according to bidding by seniority.
 - ii. Each year, a list of all known overnight, out-of-district field trips shall be created prior to the first field trip.
 - iii. If an overnight trip is cancelled, the affected unit member shall be offered the next available trip on the overnight list.
 - iv. Accommodations for overnight field trips will be provided and will include a room with a bed and with a shower and bathroom within the facility. Accommodation paperwork shall be provided in advance of field trip.
 - v. In the case of an absence where the assigned bus driver is not able to fulfill their assigned trip, the trip will be forfeited and assigned according to bidding by seniority.

- d. Day Field Trips, Sports Trips, Late Bus
 - i. Shall be assigned according to bidding by seniority.
 - ii. Trips will be compiled on respective lists and communicated with drivers prior to the trip.
 - iii. New day trips will be compiled on a list to be communicated with drivers each week and the bidding by seniority process will commence.
 - iv. If a day trip is cancelled, the affected unit member shall be offered the next available trip on the respective list.
 - v. In the case of an absence where the assigned bus driver is not able to fulfill their assigned trip, the trip will be forfeited and assigned according to bidding by seniority.

Bus drivers on overnight field trips shall be compensated for all hours actually worked, which shall be at a minimum of eight (8) hours for the overnight stay.

Reimbursement for Certification

The District shall pay for the following related to bus driver certificate renewal:

- a. Medical certificate. If the employee has District health coverage, this should be obtained there. If the employee does not have District health coverage which will provide the medical certificate, the District shall choose the provider and pay for the cost of the needed examination.
- b. Time for any in-house training including but not limited to CPR and First Aid completion of which shall be sufficient to qualify the employee to maintain their license.
- c. Cost of license renewal application.
- d. TO-1 training shall be compensated as regular time worked. Should an employee, while completing TO-1 training, work longer than an eight (8) hour day or forty (40) hour week, the employee shall receive overtime as prescribed in Article VII, section 7 of this Agreement.

Joint Transportation Committee

The parties shall form a joint committee, including two (2) classified representatives appointed by the Federation and district administration or designee, whose purpose will be to develop a Transportation guideline for the District. The committee will meet as needed, to develop a guideline and such a guideline will be established only by mutual agreement of the parties.

ARTICLE XV

GRIEVANCE PROCEDURE

1. Definitions

- a. A “grievance” is an allegation by a unit member of the adverse effect of a misapplication, misrepresentation, or violation of a specific provision of this Agreement.
- b. A “grievant” is any party covered by the terms of this Agreement and/or the Federation.

2. Step One: Informal Level

An alleged grievance shall be presented for informal discussion with the site administrator within twenty (20) work days after the grievant knew or reasonably should have known of the condition upon which the grievance is based. The site administrator shall respond to the grievant within ten (10) work days with their decision.

3. Step Two: Formal Written

In the event the matter is not resolved informally, a written grievance shall be filed within ten (10) work days of the site administrator’s response at the informal level. The grievant shall inform the site administrator of the specific section (s) of the Agreement which gave rise to the grievance, and the circumstances involved; and the specific remedy sought. Within ten (10) workdays, the site administrator shall communicate in writing to the grievant their decision together with supporting reasons.

4. Step Three: Formal Written

If the grievance is not resolved to the satisfaction of the grievant, the grievant may appeal the decision in writing to the Superintendent within ten (10) workdays after receiving the Step Two decision.

Within ten (10) workdays from the date of receiving the grievance, the Superintendent shall communicate their decision to the grievant in writing. At the request of either party, a meeting shall be held including all parties before the issuance of a decision.

5. Step Four: Mediation

Within ten (10) workdays from the date of receiving the Superintendent’s Step Three decision, the Federation may appeal to mediation to assist the parties in resolving the issue. A mediator from the California Mediation and Conciliation Service shall be used.

6. Step Five: Arbitration

If the grievant is not satisfied with the disposition of the grievance at Step Four, the Federation may request a hearing before an arbitrator within fifteen (15) workdays.

- a. Upon receiving the request for arbitration, the Superintendent shall request a list of arbitrators from the California Mediation and Conciliation Service. As soon as possible after receiving the list of names from the Service, representatives of the District and the Federation shall alternately strike a name until one name remains. The person named shall serve as arbitrator.
- b. The arbitrator shall conduct a hearing at which both parties may present witnesses and evidence. The arbitrator shall render a decision on the issue(s) submitted.
- c. After a hearing, and after both parties have had an opportunity to make oral and written arguments, the arbitrator shall submit in writing to the parties their decision. The decision of the arbitrator shall be final and binding upon the parties.
- d. Each party shall bear the cost of preparing and presenting its own case in arbitration. All fees and expenses of the arbitrator and the arbitration process shall be shared equally by the parties. The grievant, the grievant's representative, and the grievant's witnesses shall be compensated at the regular rate and provided a substitute if the arbitration hearing is held during scheduled class time.

7. Handling of Grievance Documents

All documents, communications, and records pertaining to a grievance shall be placed in a separate grievance file in the GTUSD District Office. Any document or record removed from a personnel file or any other file for use in a grievance shall be returned to the original file.

8. No Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against anyone by reason of participation in the grievance procedure or support of any participant thereto.

9. Time Limits

Failure by the District at any step of this procedure to communicate the decision on a grievance within the specified time limits shall result in an automatic appeal to the next step of the procedure. Failure by the grievant to conform to timelines will result in the grievance being settled. The specified time limits in this procedure may be extended by mutual agreement, in writing, between the parties.

10. Other Procedures or Remedies

The grievance procedure provided in this Agreement shall be supplementary to, rather than exclusive of, any procedures or remedies afforded to a unit member by law.

11. Representation

Either party may be accompanied by a representative of his/her own choosing at any level of the procedure. However, nothing in this Agreement shall be construed as limiting the right of any employee having a grievance to discuss the matter with any appropriate member of the administration, and to have the grievance resolved without intervention of the Federation - provided, however, that the resolution of the grievance is consistent with this Agreement and that prior to any agreement on the resolution of a grievance, the Federation has received a copy of the grievance and the proposed resolution. Such resolution shall not be precedent setting.

12. Pending Grievances

While a grievance is pending, the grievant shall continue the assigned functions until the resolution of the grievance is final.

13. Release Time

Insofar as possible, the processing of the grievance shall take place outside of class time. However, the grievant and their representative shall be provided a reasonable amount of release time to process the grievance.

The grievant, representative, and any necessary witnesses shall be granted paid release time to attend any hearing required by this grievance process.

ARTICLE XVI

SALARY AND RATE OF PAY

1. Unit members shall be compensated in accordance with the salary schedule, incorporated as Appendix B as a part of this Agreement. If a salary increase is incorporated after the start of the school year, the employee must be employed in the position that is increased at the time of ratification of this agreement to be eligible to receive a retroactive payment.
2. Unit members shall be paid once per month, payable on or before the unit member's last working day of the month. If the normal pay date falls on a Saturday, Sunday or holiday, the paychecks shall be issued on the preceding workday.
3. Salary step increments shall be granted effective July 1 of each year. Unit members hired on or after February 1 shall not receive anniversary movement that year.
4. Payroll errors shall be corrected as soon as possible. Any paycheck that is lost after receipt shall be reported immediately to the Payroll Department. The District shall issue a check to replace the lost check as soon as administratively practicable.
5. New unit members will be hired at the first step on the salary schedule for the classification to which they are appointed. However, unit members hired may receive experience credit for all comparable experience and will be placed at the appropriate salary step commensurate with their experience not to exceed Step 7. Present unit members shall be compensated at the appropriate step on the salary schedule.
6. Liability vehicle insurance for unit members who use their vehicles on District business shall be at the state mandated minimum.
7. Degree Recognition Program
 - a. Unit members who possess an AA Degree shall receive an additional \$25.00 per month over and above their salary on Appendix B.
 - b. Unit members who possess a BA or BS Degree shall receive an additional \$75.00 per month over and above their salary on Appendix B.
 - c. Unit members hired after February 9, 2023, who have earned degrees (from accredited colleges) beyond the basic job requirement shall not be eligible for any additional pay under the degree recognition program.
 - d. No time from the Skills Enhancement Program may be used to gain a degree.

8. Skill Enhancement Program

- a. After one (1) year of service to the District, a unit member on the commencement of the second (2nd) year and thereafter, may qualify for a SEP stipend of \$500.00. To qualify for this stipend, the following criteria must be met:
- b. Prior written permission by the Superintendent for an approved program of coursework.
- c. Programs and/or classes must be job related.
- d. Completion of 120 hours.
- e. Units and/or hours must be taken after the employee has finished their first year of service.
- f. Verification of completion must be submitted by the employee to the Superintendent by September 20th of each calendar year.

9. Reimbursement and Expenses

- a. Employees will be reimbursed for pre-approved job-related expenses.
- b. Employees approved to travel are required to use a District vehicle if one is available. District vehicles are to be used for school business only and may only be driven by employees. Employees must possess a valid California driver's license and carry appropriate insurance in accordance with District Policy to operate a District vehicle.
- c. Unit members required by their supervisors to use their vehicles on District business shall be reimbursed at the current IRS rate per mile for all miles driven on behalf of the District. In addition, the District shall pay the deductible up to \$1000 for accidents which occur on District time.
- d. Employees who are assigned to two (2) school sites as part of their assignment will be reimbursed for mileage to and from each site.

ARTICLE XVII

BENEFITS

1. Health and welfare benefits, including vision and dental insurance, will be provided to all unit members with the current insurance carriers, for the duration of this Agreement. The District contribution for medical insurance shall be capped at the amount outlined in Appendix C for each full time employee. Part time unit members working at least four (4) hours shall receive a pro-rated amount of health and welfare benefits, including vision and dental insurance, based upon an 8-hour per day full time position.
 - a. As of March 10, 2022, employees who were receiving a pro-rated in-lieu cash differential, will continue to receive a pro-rated amount of the District cap set at \$559.00.
 - b. New employees (those hired after March 10, 2022) as well as current members not currently receiving a cash differential or any member who discontinues receiving a cash differential at any point after March 10, 2022, are not eligible for the cash differential.
2. Unit member's share of benefit premiums will be deducted from their pay warrant.
3. The parties shall form a joint medical benefits committee, including two (2) certificated representatives and two (2) classified representatives appointed by the Federation, and District representatives, whose purpose will be to explore medical plans. The committee shall meet upon request of either party. The parties shall work cooperatively to identify available medical plans (including plans that permit employees to decline District coverage in exchange for an opt-out payment), options and premiums for plan years that begin on or after July 1, 2020. Any changes shall be by mutual agreement between the parties.
4. Unit members who are absent on account of unpaid leave shall have the option to continue to receive full health coverage to be paid for by the employee.
5. Work for Benefits Program
 - a. General Provisions
 - i. Currently employed classified personnel of the District are eligible for application to the Early Retirement Work for Benefits Program:
 - a) At age 55 or over, if they have completed a minimum of ten (10) years, the last of which has been the year immediately preceding retirement.
 - b) Have retired under the PERS system and are no longer contributing to PERS.
 - c) Have resigned from the District.
 - d) Have agreed to work as a resource person.
 - b. An employee will be eligible for the program for a maximum of five (5) years or to age 65, whichever comes first. The program is for one (1) year and an employee must reapply each year, up to five (5) years. The retiree has the right to terminate the contract at any time and either

discontinue the benefits or continue paying for the benefits on his/her own per State and Federal requirements.

The District will work with American Fidelity to determine if this benefit can be provided under the pre-tax rules of Internal Revenue Code, Section 125. If so, it will be made available to eligible employees.

- c. An employee must be enrolled in the District's benefit program three (3) years prior to retirement to qualify for this Early Retirement Work for Benefits Program.
- d. An employee who was considered less than full-time will be eligible for medical benefits on the same prorated basis as their level of benefits at the time of retirement.
- e. All applicants for the Work for Benefits Program shall apply annually by February 15th to the Board of Trustees, who may approve or decline the application.
- f. Contract
 - i. The retiree will perform services during the fiscal year in activities mutually agreed upon by the retiree and the District. If activities cannot be agreed upon, then the contract with the retiree will be terminated. Such services, by definition, shall be in the best interest of the District and within the retiree's classification or that which they are qualified to perform.
 - ii. A contract will be executed which delineates the duties, responsibilities, and specific days to be worked.
 - iii. The agreement is not renewable beyond the five (5) years or age 65. The District reserves the right to request a doctor's verification of an incapacitating condition. If the retiree is unable to perform the duties mutually agreed to in the contract, the contract will be terminated. If the contract is terminated, the retiree will be able to maintain the benefits at their own cost per State and Federal regulations.
- g. Benefits
 - i. Health and Welfare Benefits (medical, vision and dental) will continue at the level contracted for certificated District employees and subject to any maximum District contribution thereon.
 - ii. In order to determine the number of days to be worked, the value of the retiree's contribution will be based on the daily rate of Step 7 of the date the employee retired.
- h. Impact on Retirement Allowance

Any classified employee interested in the Early Retirement Work for Benefits Program shall be required to contact PERS and Social Security Administration to determine if early retirement or resignation may have a serious impact on their retirement allowance that is to be paid by PERS and Social Security Administration. Said employee must seek advice from a representative of PERS and Social Security Administration prior to submitting an application for the Early Retirement Work for Benefits Program and verify in writing that a meeting was held. Pension reform measures enacted January 1, 2013 include a 180-day wait period. Contact CALPERS for additional information.

ARTICLE XVIII

DISCIPLINE LESS THAN DISCHARGE

1. The normal progression of discipline shall be: oral notice, written notice, written reprimand, suspension without pay, demotion. In cases of severe infractions, there is no expectation that the progressions be followed. In such cases suspension or demotion may be imposed without the prior steps. The progressive discipline procedures shall be:
 - a. Notice:

Oral notice is the initial stage of progressive discipline. At the first sign of misconduct or job performance deficiency, the supervisor shall put the employee on notice that their performance is unsatisfactory and shall advise the employee of the supervisor's level of expectation.

If the employee continues to violate rules/regulations and does not perform satisfactorily after at least two (2) oral notices are given, the matter may warrant the next level of discipline.
 - b. Written Notice:

If a unit member, after being given at least two (2) oral notices, continues to break rules, ignore orders, fail to perform assigned tasks, or otherwise fall short of the job standards, the supervisor shall document the problem in writing and provide a copy to the employee.
 - c. Written Reprimand:

Should the employee's performance continue to be unsatisfactory after issuance of one or more written notices, the supervisor may issue a formal written reprimand. The employee then becomes a candidate for possible serious disciplinary action.

The supervisor shall confer with the employee and the Federation to discuss employee shortcomings and provide specific directions for improvement. This conference should be summarized in writing by the supervisor and filed in the employee's official personnel record with the written reprimand. The employee shall be provided copies of all disciplinary reprimands and conference summaries. The disciplinary reprimands and conference summaries shall be written in ordinary and concise language.
 - d. Suspension

Upon notification to the employee, suspension may be recommended by the Superintendent to the Gold Trail Union School District Board of Trustees if two (2) related reprimands precede the offense. The length deemed appropriate to the offense shall not exceed five (5) calendar days for any one suspension.

e. Demotion

Demotion refers to a vertical downward movement of any employee from one class to another and involves a reduction in pay. Demotion signifies assignment to a lower classification.

Demotion for disciplinary reasons may be accomplished by the Board upon written recommendation of the superintendent for action or conduct that it deems detrimental to the welfare of the District.

2. Just Cause

No employee shall receive a written notice, written reprimand, suspension without pay, or demotion except for just cause.

3. Guidelines for Disciplinary Action

The following guidelines shall be used in the discipline of unit members under this Article.

- a. The Superintendent, or designee, shall inform the employee by written notice of the specific charges against the employee. The written notice of discipline shall be served at least 10 days prior to said initiation of a suspension or demotion.
- b. The District's rules, regulations and policies shall be reasonable and related to the efficient operation of the District.
- c. A fair and objective investigation should precede disciplinary action and the results of the investigation shall be available to the employee.
- d. Unsubstantiated information shall not be grounds for discipline.
- e. Rules, orders and penalties should be applied fairly and equitably.
- f. Unit members shall have the right to Federation representation throughout every step of the disciplinary procedure.
- g. Disciplinary action should be appropriate and reasonably related to the nature of the offense.

- h. The employee has the right to respond in writing and to have the response attached to any derogatory information to be placed in their personnel file.
- i. The employee's supervisor may recommend at any time either that the employee be disciplined or that the employee be given additional time to improve their performance.
- j. The employee may request an informal conference, at any time, with the superintendent or designee to resolve the issues in question.
- k. The employee may utilize the grievance procedure to challenge any alleged violation of this section.

4. Use of Monitoring Devices

- a. Monitoring devices installed on district property shall be used to curb vandalism and for the promotion of employee and student safety/security. Monitoring devices are not to be used for the purpose of unit member surveillance or for use in disciplining or evaluating work performance of unit members.
- b. The recording and equipment will be maintained according to District prescribed procedures and policies.
- c. The retention of recordings is to be in accordance with District policy and administrative rules.
- d. The superintendent or designee may authorize a unit member to access and utilize video surveillance equipment for the purpose of deterring misconduct of students and promotion of the District's conduct rules.
- e. In the event that monitoring devices are being reviewed, unit members assigned to work in the areas being monitored shall be notified.

ARTICLE XIX

HEALTH AND SAFETY

1. The District shall provide for healthy and safe working conditions and training in accordance with the requirements of Federal and State Statutes, including but not limited to Cal-OSHA laws and regulations.
2.
 - a. Unit members shall not be required to perform duties under conditions which pose an immediate threat to the safety of themselves or their students.
 - b. Unit members shall report existing or potentially unsafe conditions to their site administrators in writing as soon as practicable. If steps to correct the hazardous conditions have not been taken within 24 hours and the threat of potential danger continues, the District shall provide an alternate work station.
 - c. District officials shall respond in writing to the unit members and the Federation within forty-eight (48) hours to respond to inquiries regarding health and safety issues. Should it be necessary, remedial timelines will be provided.
3. Training
 - a. The District shall provide safety meetings and sufficient training for persons using equipment, hazardous and/or toxic substances in the line of duty. Custodial staff shall be trained in the proper usage of chemicals and machinery.
 - b. Appropriate safety equipment and apparel for each employee shall be provided by the District for unit members whose work requires such equipment.
 - c. The District shall maintain a Safety Committee. The Committee will consist of equitable representation from unit member groups. The duty of the Safety Committee will be to review all applicable safety regulations and to make recommendations for the maintenance of proper safety conditions as required by law.
4. Personal Safety
 - a. Unit members shall be provided with, consistent with the safeguarding of private information, the names of pupils known to be afflicted or suffering from physical and/or emotional problems that may constitute a safety or health hazard, as soon as they're available. The District will provide additional background or training that will enable the unit member to address said problems.
 - b. Unit members, acting within the scope of their duties and responsibilities, may utilize the amount of physical control necessary to maintain order and protect themselves, and the health and safety of students.

- c. As soon as practical, any assault upon a unit member, by either students or adults shall be immediately reported to their site administrator who shall promptly report the same to the appropriate law enforcement authorities. The District shall provide legal and other related assistance in accordance with applicable law for any assault upon a unit member, while fulfilling assigned duties.
 - d. The District shall reimburse unit members for actual out-of-pocket expenses for the cost of medical, surgical, or hospital services incurred as the result of any injury or assault, as well as for any associated loss, damage, or destruction of clothing or personal property sustained in the proper performance of job duties and course of employment
5. When an absence arises out of or from an injury that occurred within the scope of duty, the employee shall file a Workers' Compensation claim and if it is approved shall not forfeit any sick leave or personal leave. When an accident arises out of or from an injury that occurred within the scope of duty, the employee is required to immediately file an accident report with the school office.
6. CPR and First Aid training shall be mandatory for all bus drivers and provided by the District at no cost to any unit member.

Unit members who work with students who have potential assaultive/destructive behaviors or medical conditions that might prove injurious to themselves or to others shall be provided with a communication system while supervising such students.

7. Occupational Exposure to Blood-borne Pathogens
- a. The District agrees to establish training standards of protection from blood-borne pathogens for unit members who may reasonably anticipate coming into contact with human blood and other potentially infectious materials in the course of performing their assigned duties.
 - b. The District agrees to establish a written exposure control plan for unit members regarding occupational exposure to blood and other potentially infectious materials. The control plan shall include the following provisions:
 - i. The District shall distribute health and safety rules to all unit members.
 - ii. The District shall establish a method for keeping records of exposure incidents, post-exposure follow-up, Hepatitis-B vaccinations and unit member training.
 - c. The District shall inform unit members how to obtain Hepatitis B vaccinations. Unit members with occupational exposure to blood-borne pathogens will be provided with Hepatitis B vaccinations on a voluntary basis at the District's expense. Unit members who choose not to accept the vaccination must sign a declination form and unit members who decline the vaccinations may elect to be vaccinated at a later date.

- d. The District shall provide medical follow-up and appropriate counseling as may be required by law if an exposure incident occurs.
- e. The District agrees to provide in-service training on Human Immunodeficiency Virus infection (HIV), Acquired Immune Deficiency Syndrome (AIDS), and Hepatitis B to all unit members regarding occupational exposure to blood and other potentially infectious material. Training shall be provided as follows:
 - i. At the time of initial assignment to tasks where exposure may take place.
 - ii. At least annually thereafter.
- f. The District agrees to provide warning labels and containers for regulated waste as required by law.

8. Driver Safety

All drivers for the District, including bus drivers, shall undergo periodic safety, driving and licensing training as required by law.

ARTICLE XX

LAYOFF: PROCEDURES, EFFECTS AND REEMPLOYMENT FROM LAYOFF

1. Definitions

Layoff is involuntary termination of unit member employment for lack of work or lack of funds.

2. Order of Layoff

Any layoff shall be affected within a classification. The order of layoff within the class shall be based on hire date. A unit member who has been employed the shortest time within the class, plus higher classes, shall be laid off first. Length of service means date of hire adjusted for leaves of absence without pay. Summer work outside of the unit member's classification shall not accrue seniority.

3. Layoff in Lieu of Bumping

A unit member, who elects a layoff in lieu of bumping, maintains their reemployment rights under this agreement.

4. Equal Seniority

If two or more unit members in a classification subject to layoff have equal seniority, the determination as to who shall be laid off will be made according to hire date (from the last date of hire with continuous service to the present date). Any member may challenge their place on the seniority roster by making objections in writing to the Superintendent or Human Resources.

5. Reemployment Rights

Laid off unit members are eligible for reemployment for a period of 39 months and shall be reemployed in reverse order of layoff and in preference to new applicants. In addition, laid off classified unit members have the right to participate in promotional examinations within the District during the period of 39 months. (Education Code section 45298)

6. Voluntary Demotion or Voluntary Reduction in Hours In Lieu of Layoff

Classified unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months; provided, that the same tests of fitness under which they qualified for appointment to the class shall still apply.

Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the unit member, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority. (Education Code section 45298)

7. Offer of Reemployment

- a. Upon return to work, eligibility for vacation and sick leave entitlement shall be computed in accordance with seniority.
- b. Unused sick leave benefits, accumulated prior to layoff, will be reinstated upon return to work.
- c. Upon return to work, benefits will not be less than all other unit members working the same hours in the same class.
- d. Notification of possible recall shall be made by certified mail to the last known address of all laid off unit members within the classification. The most senior laid off unit member confirming their availability to accept the position shall be offered the position. The unit members shall have ten (10) working days to respond to the notification. It shall be the unit member's responsibility to keep contact information current with the District. A laid off unit member's decision not to accept an offer of employment by the District shall not affect his or her recall and reemployment rights.
- e. In the event that none of the laid off unit members from the classification for which there is a vacant position is available to accept the position, the District shall then notify other laid off unit members from other classifications that an opening exists for which they may apply. Acceptance of a position in a different classification from which the unit member was laid off shall not cause the unit member to forfeit their recall rights to the former position.

8. When Layoff of Classified Unit Members is Anticipated by the Administration

- a. The District will inform the Chapter Executive Vice President as soon as possible, but not later than sixty (60) days prior to the commencement of any anticipated layoff.
- b. The Federation and the District will discuss all reasonable alternatives to layoff. The District will provide the Chapter Executive Vice-President with reasons regarding a proposed layoff.
- c. The District will meet with the Chapter Executive Vice President regarding the proposed layoff.

9. Effects of Layoff

- a. Any work shall be given to laid off unit members in reverse seniority. A unit member will be used as a substitute within any classification for which a person has seniority.
- b. Fringe benefits (health/welfare) will be continued for a period of two months, at the normal District contribution level.
- c. Vacation time earned and unused at the time of layoff shall be computed and paid to the unit member.

10. Procedure

- a. 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 unit members will be subject to layoff for lack of funds, the unit members to be laid off at the end of the school year shall be given written notice on or before May 29 informing them of their layoff effective at the end of the 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, the notice shall be given not less than 60 calendar days prior to the effective date of their layoff.
- b. When, as a result of a bona fide reduction or elimination of the service being performed by any department, unit members shall be subject to layoff for lack of work, affected unit members shall be given notice in accordance with Education Code and informed of their displacement rights, if any, and reemployment rights.
- c. 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 unit member, nor layoff for lack of work resulting from causes not foreseeable or preventable by the Governing Board, without the notice required by subdivisions (a) or (b) (Education Code section 45117)

11. Retirement In Lieu of Layoff

Any unit member who was subject to being, or was in fact, laid off for lack of work or lack of funds and who elected service retirement from the Public Unit members' Retirement System shall be placed on an appropriate reemployment list. The District shall notify the Board of Administration of the Public Unit members' Retirement System of the fact that retirement was due to layoff for lack of work or lack of funds. If the employee is subsequently subject to reemployment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Unit members' Retirement System has properly processed their request for reinstatement from retirement. (Education Code section 45115.)

ARTICLE XXI

JOB CLASSIFICATIONS

1. Job Descriptions

A written job description shall be provided to each employee at the employee's date of hire and at the beginning of each subsequent year. Job descriptions shall reflect updated responsibilities and actual duties assigned.

2. Working Out of Classification

Whenever a unit member is assigned on an acting basis, through action of the District, to the duties of a higher paying position (working out of classification) the employee shall be paid for the duration of the acting assignment.

- a. A regular employee who is assigned to work out of classification, to perform duties of a higher classification, shall be compensated at the first step of the salary range for the higher classification or the equivalent to a one-step increment, whichever is higher but not greater than the maximum for the classification.
- b. Unit members assigned to perform duties of a lower classification shall be compensated at their regular pay.

ARTICLE XXII

EFFECT OF AGREEMENT

1. Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement. This Agreement terminates and supersedes those past practices, agreements, procedures, traditions and rules or regulations inconsistent with any matters covered herein. The parties agree that during the negotiations that culminated in this Agreement, each party enjoyed and exercised without restraint, coercion, intimidation or other limitation, the right and opportunity to make demands and proposals or counterproposals with respect to any matter not reserved by policy or from compromise through negotiations and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein. No further negotiations shall take place at any time within the scope of bargaining during the term of this Agreement except as specifically authorized herein. This shall not preclude the Federation from exercising its right to consult pursuant to Government Code 3543.2 on items not included in this Agreement.

2. Savings Clause

Should any section, paragraph or provision of this Agreement be declared or adjudicated unlawful, void, inoperative or unenforceable by a court of competent jurisdiction, all remaining sections, paragraphs and provisions of this Agreement shall remain in full force and effect to the extent permitted by law. As soon as both parties become aware of the decision, they shall meet to discuss the impact of the decision on the contract. If both parties mutually agree, the parties shall meet not later than ten (10) days after such discussion to renegotiate the section, paragraph or provision affected.

ARTICLE XXIII

TERM OF AGREEMENT

1. This Agreement shall constitute the entire agreement for the 2024-2027 contract years and thereafter until a successor agreement is negotiated.
2. For the 2025-26 and the 2026-27 school years, the parties shall reopen each year on salary and benefits and up to two (2) articles selected by each party.
3. The parties agree to commence negotiations no later than October of 2025.

Agreed to and ratified by both parties as of this 31st day of May, 2024, in Placerville, California.

For the Federation:

For the District:



Signed:
KERRY KOENIG, President
Gold Trail Council of Classified Unit
AFT Local 491 1, CFT/CCE, AFL-CIO



Signed:
KERI PHILLIPS, Superintendent
Gold Trail Union School District

APPENDIX A

BARGAINING UNIT CLASSIFICATIONS

Behavioral Intervention Instructional Assistant
Bilingual Learner Support Advocate
Bus Driver
Cafeteria Aide
Courier
Custodian/Groundsworker
Educationally Related Health Care Counselor

Fueller/Washer
Health Assistant/School Secretary Assistant
Health Assistant (LVN)/School Secretary Assistant
Lead Bus Driver
Lead Cafeteria Aide
K-8 Library Clerk
Maintenance/Bus Driver
Maintenance/Custodian
Medically Fragile Aides
Nurse
Office Clerk (School)
Site Maintenance Coordinator (1)
Teacher Associate
Van Driver

APPENDIX B

CLASSIFIED SALARY SCHEDULE 2024/2025

APPENDIX C

HEALTH INSURANCE BENEFITS

Group medical, dental, and vision insurance coverage is available to all employees of the bargaining unit in accordance with the terms of the health insurance provider.

All unit members who work at least half time are eligible for District contributions towards medical benefits, including vision and dental premiums, at the amount of the District cap listed below, or on a pro-rata basis for part-time unit members working at least four (4) hours.

Effective July 1, 2023, the District contribution for medical insurance shall be capped at \$559.00 per month for each full-time employee.

Current health and welfare plan and rate information is available at the District Office.

Vision and Dental insurance premiums are provided by the District at 100% for full-time unit members and pro-rated for part-time unit members working at least four (4) hours.

APPENDIX D

GRIEVANCE FORM
STEP TWO - FORMAL WRITTEN
In Accordance with Article XIV

In the event the matter is not resolved informally, a written grievance shall be filed within ten (10) workdays of the site administrator's response at the informal level. The grievant shall inform the site administrator of the specific section (s) of the Agreement which gave rise to the grievance, and the circumstances involved; and the specific remedy sought. Within ten (10) workdays, the site administrator shall communicate in writing to the grievant his/her decision together with supporting reasons.

All portions of this section must be completed by the grievant.

| | | |
|--|---------------|-----------------------------------|
| Employee Name | Work Location | Date of Informal (Step 1) Meeting |
| Statement of Grievance | | |
| Specific Section of Contract Alleged to have been Violated | | |
| Specific Remedy Sought | | |
| Date | Signature | |

Upon completion of this section, grievant shall retain one copy and give one copy to immediate supervisor.

| | |
|---------------------------------|-----------|
| Immediate Supervisor's Response | |
| Date | Signature |

Upon completion of this section, immediate supervisor shall retain one copy and send copies to grievant, Superintendent, and the Federation.

APPENDIX D

GRIEVANCE FORM
STEP THREE - FORMAL WRITTEN
In Accordance with Article XIV

Appeal to the Superintendent

If the grievance is not resolved to the satisfaction of the grievant, the grievant may appeal the decision in writing to the Superintendent within ten (10) workdays after receiving the Step Two decision.

Within ten (10) workdays from the date of receiving the grievance, the Superintendent shall communicate their decision to the grievant in writing. At the request of either party, a meeting shall be held including all parties before the issuance of a decision.

All portions of this section must be completed by the grievant. Response at Step Two must be attached.

| | |
|-------------------|-----------|
| Employee Name | |
| Reason for Appeal | |
| Remedy Sought | |
| Date | Signature |

Upon completion of this section, grievant shall retain one copy and give one copy to Superintendent.

| | |
|---------------------------|-----------|
| Superintendent's Response | |
| Date | Signature |

Upon completion of this section, Superintendent shall retain original and forward copies to grievant, immediate supervisor, and the Federation.

APPENDIX E

EVALUATION MODEL

In Accordance with Article IX

| Employee Information |
|----------------------|
|----------------------|

| Name | Position | Date |
|--|----------------------------------|----------------------------------|
| Review Period | | |
| Probationary | <input type="checkbox"/> 3 Month | <input type="checkbox"/> 6 Month |
| Permanent | <input type="checkbox"/> Annual | <input type="checkbox"/> ** |
| <i>Supervisor will first meet with employee within the first thirty (30) instructional days of the new school year to discuss evaluation and goals. Evaluations shall be completed and summarized in writing so that the employee receives his/her evaluation no later than thirty (30) calendar days prior to the last day of school.</i> | | |

| Review Rating Guidelines |
|--------------------------|
|--------------------------|

Meets or Exceeds Standard; Needs Improvement*: Unacceptable*
**Requires written comments, including methods to meet expectations.*

| Evaluation | | | | |
|--|----------------------------|--------------------------|--------------------------|--|
| Performance Indicators | Meets or Exceeds Standards | Needs Improvement* | Unacceptable* | Comments: Attach separate sheet if necessary. |
| Attendance: Attends work regularly and is on time. When late or absent, notifies supervisor(s) in a timely manner. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Job Knowledge: Understands the duties, responsibilities and expectations of the position. Has knowledge of subject area and related policies, procedures and technical expertise; uses information, materials, and techniques accurately and appropriately. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Organization: Sets priorities, utilizes time efficiently, follows through with assigned tasks; meets deadlines. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Interpersonal Relations: Maintains smooth working relations with others; is helpful and supportive of others as necessary; is understanding of the feelings and needs of co-workers and others; contributes to maintaining a high level of morale and motivation; is appreciative of the diversity of co-workers, parents, students and visitors; supports the District's commitment to teamwork. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Technology: Effectively utilizes the tools/equipment required of the position. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Professional Growth: Accepts new ideas and/or procedures; continues to upgrade skill by taking advantage of additional training/education. Keeps current with appropriate legislation, policies, procedures and/or techniques. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |

| | | | | |
|--|--------------------------|--------------------------|--------------------------|--|
| Quality of Work: Work product is accurate, reliable, thorough, and has a good presentation. Effectively handles a variety of situations, projects and assignments; exercises good judgment and discretion relative to sensitive or confidential issues. Effectively performs the work of the position and assigned area. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Appearance: Is always neat and groomed, using good taste as suitable for job assignment. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Initiative: Demonstrates by seeking more efficient methods for performing assigned tasks; evaluates alternative courses of action and makes a logical decision; keeps supervisor informed of important work or emergencies; seeks new challenges, self-development and learning opportunities. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Communication: Writes, and speaks with the skill required of the position; listens to individuals and can elicit valuable information from others. Appropriately seeks assistance when needed and is able to accept assistance; is knowledgeable of laws and regulations related to job assignment and is able to apply and translate them appropriately. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Safety: Performs job assignments safely, protecting people and property. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |

| Overall Work Performance | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|--|
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |

Goals

Probationary Employees**

I recommend that this employee be advanced to permanent status. Yes No

Signature of Supervisor _____ Date _____

Signature of Employee _____ Date _____

Certification of Employee: I certify that this report has been discussed with me. I understand my signature does not necessarily indicate agreement and that I may submit a written statement to my supervisor within five (5) days from receipt of the review. I further understand that my statement will be attached to this evaluation and submitted to my personnel file.