

NEGOTIATED AGREEMENT

BETWEEN

TEAMSTERS LOCAL UNION 150

AND

**THE GOVERNING BOARD AND
ADMINISTRATION**

OF THE

BERRYESSA UNION SCHOOL DISTRICT

July 1, 2016 – June 30, 2019

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1 **PREAMBLE**

2 This Agreement is made and entered into by and between Berryessa Union
3 School District, hereinafter referred to as the "District", and the Teamsters, Local
4 Union 150 or its successor, hereinafter referred to as "Union". As used in this
5 Agreement, and unless otherwise indicated, the word 'employee' shall mean a
6 member of the Teamsters Local Union150 bargaining unit.

7 **ARTICLE 1: RECOGNITION**

8 The District confirms its recognition of the Union as the exclusive representative
9 for that unit of employees recognized by the Certification of Representative by
10 the Public Employment Relations Board dated June 20, 1979.

11 **ARTICLE 2: DISTRICT RIGHTS**

- 12 2.1 It is understood and agreed that the District retains all of its powers and
13 authority to direct, manage, and control to the full extent of the law.
14 Included in, but not limited to those duties and powers, is the exclusive
15 right to: determine its organization; direct the work of its employees;
16 determine the times and hours of operation; determine the kinds and
17 levels of services to be provided, and the methods and means of providing
18 them; establish its educational policies, goals and objectives; ensure the
19 rights and education opportunities of students; determine staffing patterns,
20 determine the number and kinds of personnel required; transfer personnel;
21 maintain the efficiency of District operations; determine the curriculum;
22 build, move, or modify facilities; establish budget procedures and
23 determine budgetary allocation; determine the methods of raising revenue;
24 contract out work; and take action on any matter in the event of an
25 emergency. In addition, the Board retains the right to hire, classify,
26 assign, evaluate promote, terminate, and discipline employees.
- 27 2.2 The exercise of the foregoing powers, rights, authority, duties and
28 responsibilities by the District, the adoption of policies, rules, procedures,
29 regulations and practices in the furtherance thereof, and the use of
30 judgment and discretion in connection therewith, shall be limited only by
31 the specific and express terms of this Agreement, and then only to the
32 extent such specific and express terms are in conformance with the law.

33 **ARTICLE 3: UNION RIGHTS**

34 3.1 TEAMSTERS LOCAL UNION 150, business and activities will be
35 conducted by unit members or Union officials outside established work
36 hours as defined and will be conducted in places other than District
37 property, except when:

38 3.1.1 An authorized Union representative obtains advance
39 authorization from the Superintendent or designee regarding the
40 specific time, place, and type of activity to be conducted.

41 3.1.2 The Superintendent or designee can verify that such requested
42 activities and use of facilities will not interfere with the school
43 programs and/or duties of unit members as defined.

44 3.1.3 The Union pays a reasonable fee for expenses related to any
45 unusual wear or damage and is subject to District policies and
46 regulations for the use of facilities.

47 3.2 The Union may use the school mail boxes and bulletin board spaces
48 designated by the Superintendent, subject to the following conditions:

49 3.2.1 All postings for bulletin boards or items for school mail boxes
50 must contain the date of posting or distribution and the
51 identification of the organization, together with a designated
52 authorization by the Union president or other authorized person.

53 3.2.2 A copy of such postings or distributions must be delivered to the
54 Superintendent or designee at the same time as the posting or
55 distribution.

56 3.2.3 The Union will not post or distribute information that violates
57 Education Code Section 7054, or is obscene or defamatory,
58 subject to the immediate removal by the District of the right to
59 post or to distribute for a period of at least six months.

60 3.3 Any unit member who is a member of the Teamsters Local Union 150, or
61 who has applied for membership, may sign and deliver to the District an
62 assignment authorizing deduction of membership dues, initiation fees and
63 general assessments in the Union. Pursuant to such authorization, the
64 District shall deduct the prescribed dues on a monthly basis.

65 3.4 Any unit member who is not a member of the Teamsters Union, Local 150,
66 or who does not make application for membership within thirty (30) days
67 from the effective date of this Agreement, or within thirty (30) days from
68 the date of the commencement of assigned duties within the bargaining
69 unit, shall become a member of the Union or pay to the Union a service
70 fee as determined by the Union, payable to the Union in one lump sum
71 cash payment in the same manner as required for the payment of

72 membership dues, provided, however, that the unit member may
73 authorize payroll deduction for such fee in the same manner as provided
74 above. The amount of the service fee shall not exceed membership dues
75 and shall be established pursuant to the requirements of law, including,
76 but not limited to California Government Code Section 3546 and California
77 Code of Regulations, title 8, Sections 32990-32997. In the event that a
78 member shall not pay such a fee directly to the Union, or authorize
79 payment through payroll deduction as provided in Article 3, the Union shall
80 so inform the District, and the District shall immediately begin automatic
81 payroll deduction as provided in state laws and regulations and in the
82 same manner as set forth in Article 3. The Union shall pay the additional
83 costs, if any, for mandatory agency fee deductions.

84 3.5 Any unit member who is a member of a religious body whose traditional
85 tenets or teachings include objections to joining or financially supporting
86 employee organizations shall not be required to join or financially support
87 the Teamsters Union, Local 150, as a condition of employment; except
88 that such unit member shall pay, in lieu of a service fee, sums equal to
89 such service fee to one of the following non-religious, non-labor
90 organization, charitable funds exempt from taxation under Section
91 501(c)(3) of Title 26 of the Internal Revenue Code:

- 92 ▪ United Way of Santa Clara County,
- 93 ▪ Red Cross, or
- 94 ▪ Berryessa Education Foundation

95 Such payment of the in-lieu service fee shall be made by authorizing the
96 District to deduct an amount equal to the service fee described in Section
97 3.4 from the regular salary check of the employee each month worked and
98 remit directly to the non-profit organization.

99 Proof of payment and a written statement of objection, along with
100 verifiable evidence of membership in a religious body whose traditional
101 tenets or teachings object to joining or financially supporting employee
102 organizations pursuant to this Article shall be made to the Union. Proof of
103 payment shall be in the form of receipts, cancelled checks indicating the
104 amount paid, date of payments, and to whom payment in lieu of the
105 service fee has been made. Such proof shall be presented on or before
106 September 13 of each school year.

107 Any unit member making payments to the charitable funds as set forth
108 above, and who requests that the grievance or arbitration provisions of the
109 Agreement be used in his or her behalf, shall be responsible for paying the
110 reasonable cost of using said grievance or arbitration procedures.

111 3.6 With respect to all sums deducted by the District pursuant to the above,
112 whether for membership dues or service fees, the District agrees to

113 authorize the County to remit such monies to the Union. The District shall
114 provide an alphabetical list of unit members to the Union on a monthly
115 basis and indicate for whom such deductions are being made,
116 categorizing them as to membership or non-membership in the Union, and
117 indicating any changes in personnel from the list previously furnished.
118 The Union agrees to furnish any information needed by the District to fulfill
119 the provisions of this Article.

120 3.7 The Union shall provide all required notices and comply with all applicable
121 provisions of law related to membership dues and the payment of service
122 fees, including any applicable objection procedures. These procedures
123 include, but are not limited to those set forth in California Government
124 Code Section 3546, and California Code of Regulations, title 8, Sections
125 32990-32997, and established by the courts.
126

127 3.8 The Union shall indemnify and hold harmless the District and its Board
128 individually and collectively, from any legal costs and damages arising
129 from claims, demands or liability by reason of litigation arising from this
130 Article, provided that this obligation applies to litigation brought by third
131 parties and not to disputes between the Union and the District over the
132 interpretation or application of this Article. International Brotherhood of
133 Teamsters shall have the exclusive right to decide and determine whether
134 any action or proceeding referred to in this Article shall or shall not be
135 compromised, settled, dismissed or appealed.

136 3.9 The District shall send the Union at its Sacramento Office, a list of the
137 employees hired, terminated or retired during the preceding month. On
138 June 1 and December 1 of each year, the District shall send the Union a
139 list of all employees in the bargaining unit, with job classification and
140 addresses on file with the District. The District shall inform all new
141 employees how to access this Agreement online and will provide twenty
142 (20) copies of the Agreement to the Chief Steward.

143 **ARTICLE 4: EMPLOYEE RIGHTS**

- 144 4.1 Neither the District nor Union shall interfere with, intimidate, restrain,
145 coerce, discriminate, or harass any employee because of the exercising of
146 his/her rights to engage or not engage in Union activities. Prior to the
147 implementation of changes in his/her position description or job duties, a
148 bargaining unit member has the right to notice of, and to discuss such
149 changes, with the department manager.
- 150 4.2 An employee shall have the right to representation at any meeting with the
151 employee's supervisor when the employee has a reasonable belief that
152 disciplinary action may result from such meeting.
- 153 4.3 An employee shall be permitted to meet with a shop steward or Union
154 representative during the employee's and shop steward's work times.
- 155 4.4 If the site supervisor gives prior approval, an employee may discuss terms
156 and conditions of employment under this contract with their shop steward
157 so long as the shop steward is on non-work time and the employee
158 continues to satisfactorily perform his/her job assignment. If approval is
159 not granted, an alternate time will be established.

160 **ARTICLE 5: CONCERTED ACTIVITIES**

161 5.1 It is agreed and understood that there will be no strike, work stoppage,
162 slow-down, picketing or refusal or failure to fully and faithfully perform job
163 functions and responsibilities, or other interference with the operations of
164 the District by the Union or by its officers, agents, or members during the
165 term of this Agreement, including compliance with the request of other
166 labor organizations to engage in such activity.

167 5.2 The Union recognizes the duty and obligation of its representatives to
168 comply with the provisions of the Agreement and to make every effort
169 toward inducing all employees to do so. In the event of a strike, work
170 stoppage, slow-down, or other interference with the operations of the
171 District by employees who are represented by the Union, the Union
172 agrees in good faith to take all necessary steps to cause those employees
173 to cease such action.

174 5.3 It is agreed and understood that any employee violating this Article will be
175 subject to discipline up to and including termination by the District.

176 5.4 It is understood that in the event this Article is violated by the Union, the
177 District is entitled to whatever appropriate legal action is available to the
178 District.

179 **ARTICLE 6: UNION RELEASE TIME**

180 6.1 Union members will exclusively receive time off from duties for grievance
181 meetings past the informal level of the grievance procedure, Article 7
182 herein, for Union members who are designated as Union representatives
183 as follows:

184 6.1.1 By no later than ten (10) working days following the signing of
185 this Agreement, and within ten (10) working days following the
186 appointment of new representatives, the Union will designate in
187 writing to the Superintendent or designee shop stewards
188 authorized to receive release time.

189 6.1.2 Whenever possible, twenty-four (24) hours prior to release from
190 duties for grievance processing, the shop steward shall inform
191 his/her immediate supervisor in order that an adequate
192 substitute may be obtained, if such is necessary.

193 6.1.3 When an employee requests representation in a grievance
194 meeting or a meeting under Article 4, during regular work hours
195 of the shop steward, such shop steward shall receive release
196 time from duties.

197 6.2 In addition to release time for grievance meetings described above, the
198 Teamsters Chief Steward or designee may use up to 8 hours per month of
199 release time for preparing for grievance meetings, problem solving, or
200 conducting Teamsters business. The Union will provide at least 24 hours
201 notice to the immediate supervisor of the use of this release time, except
202 when such advance notice is not possible.

203 **ARTICLE 7: GRIEVANCE**

204 7.1 It is in the best interest of the District and the unit members to resolve
205 disputes at the informal level. Prior to implementation of the Procedures
206 for Grievances, unit members are encouraged to attempt to identify and
207 resolve a problem at an informal conference. Either party (the District or
208 the Union) has the right to call for a problem-solving conference at any
209 level within the procedures for grievance. No reprisals shall be invoked
210 against any unit member for processing a grievance.

211 7.2 **Definitions**

212 7.2.1 **Grievance**

213 An allegation by a grievant, (that he/she/it has been adversely
214 affected by a violation of the specific provisions of the Contract.
215 Actions to abolish or change the policies of the District as set
216 forth in the Rules and Regulations, or administrative
217 procedures, must be undertaken through a separate process.

218 7.2.2 **Grievant**

219 A unit member, a group of unit members having the same
220 grievance, or the Union.

221 7.2.3 **Working Day**

222 A "working day" is any day on which the central administrative
223 offices of the Berryessa Union School District are open for
224 business.

225 7.3 **Procedures for Grievance**

226 7.3.1 Except by mutual agreement, failure by the employer at any
227 level to communicate a decision within the specified time limit
228 shall permit the grievant to proceed to the next level.

229 7.3.2 Except by mutual agreement, failure by grievant at any level to
230 appeal a grievance to the next level within the specified time
231 limit shall be considered acceptance of the grievance at that
232 level. All meetings to process grievances will be conducted in
233 District facilities.

234 7.3.3 If the Level 3 conference with the Superintendent is scheduled
235 by the Superintendent during the employee's regular working
236 day, the grievant and one Union representative will receive time
237 off from normal duties for the purpose of processing the
238 grievance. The grievant must be present at each level of the
239 grievance process.

240 7.4 **Level 1 - Immediate Supervisory Administrator**

241 7.4.1 Within ten (10) working days after grievant knew, or by
242 reasonable diligence could have known, of the condition upon
243 which the grievance is based, the grievant may present his/her
244 grievance in writing, on a form to be provided by the District, to
245 the administrator with immediate administrative responsibilities
246 for the position to which the grievant is assigned. A copy of the
247 grievance shall also be provided to the Assistant Superintendent
248 of Human Resources.

249 7.4.2 The statement of grievance shall be a clear, concise statement
250 of the circumstances on which the grievance is based, the
251 people involved, and the remedy sought.

252 7.4.3 Either party to the grievance shall have the right to request a
253 personal conference with the other party.

254 7.4.4 The immediate supervisor shall communicate his/her decision to
255 the employee in writing within ten (10) working days after
256 receiving the grievance.

257 7.5 **Level 2 - District Level Administrator**

258 7.5.1 A unit member may appeal, in writing, the decision from Level 1
259 to the Assistant Superintendent of Human Resources within ten
260 (10) working days after receiving it.

261 7.5.2 This statement shall be a clear, concise statement of the
262 grievance; the circumstances on which the grievance is based;
263 the people involved, and the remedy sought; an outline of
264 actions taken to adjust the complaint; and the reasons for the
265 appeal from the decision.

266 7.5.3 The Assistant Superintendent of Human Resources shall confer
267 with the unit member and communicate his/her decision to the
268 grievant in writing, within ten (10) working days of the appeal
269 date.

270 7.6 **Level 3 - Superintendent**

271 7.6.1 The unit member may appeal the decision from Level 2 to the
272 Superintendent within ten (10) working days after receiving it
273 and may request a conference with the Superintendent. A copy
274 of the appeal shall be furnished to the Assistant Superintendent
275 of Human Resources who shall forward the grievance appeal to
276 the Superintendent.

277 7.6.2 If requested, the conference shall be held and the
278 Superintendent shall communicate his/her decision to the unit
279 member within ten (10) working days of the appeal date. The
280 unit member may bring a Union representative to the
281 conference.

282 7.7 **Level 4 - Arbitration**

283 7.7.1 If the grievant is not satisfied with the decision at Level 3, or the
284 time limits expire without the issuance of the Superintendent's
285 written reply, the Union may, within ten (10) working days,
286 submit the grievance to arbitration. The parties to the arbitration
287 are the Union and the District. The notice of intent to arbitrate
288 shall be submitted in writing to the Superintendent and the
289 Assistant Superintendent of Human Resources within ten (10)
290 working days of the Superintendent's Level 3 decision

291 7.7.2 **Optional Resolution Procedures**

292 Before the arbitrator is selected, the parties may mutually agree
293 to either of the options described in Section 7.6.2.1 or 7.6.2.2 to
294 attempt to resolve the grievance without need for the formal
295 arbitration provisions described in Section 7.6.3. Before
296 proceeding with either option, the parties will agree in writing
297 about the specific procedures they will follow under the option
298 selected, including, but not limited to the applicable timelines,
299 the extent to which the decision by the Grievance Resolution
300 Panel or Informal Arbitrator will be binding upon the parties, and
301 the procedure for moving the matter to formal arbitration under
302 Section 7.6.3, if the optional resolution procedures fail to resolve
303 the grievance.

304 7.7.2.1 **Option 1 - Grievance Resolution Panel**

305 7.7.2.1.1 The parties may mutually agree to
306 convene a joint Grievance Resolution
307 Panel consisting of two (2)
308 representatives selected by the Union
309 and two (2) representatives selected by
310 the District. The representatives to the
311 Grievance Resolution Panel shall not be
312 District employees. The cost, if any, for
313 these representatives will be borne
314 solely by the party appointing the
315 representative.

316 7.7.2.1.2 Within thirty (30) days after written
317 notice of submission to Level 4
318 (Arbitration) the Grievance Resolution

319 Panel will convene to hear from the
320 District and the Union regarding their
321 respective positions regarding the
322 grievance appeal. The Panel shall
323 conduct any investigation into the merits
324 of the matter that it deems appropriate.

325 7.7.2.1.3 The Grievance Resolution Panel may,
326 by majority vote, recommend a
327 resolution of the grievance. If the Panel
328 is unable to reach a recommended
329 resolution, the appeal shall be
330 scheduled for arbitration as set forth in
331 the written agreement regarding
332 Optional Resolution Procedures
333 described in Section 7.6.2 above.

334 7.7.2.2 **Option 2 - Informal Arbitration**

335 The parties may mutually agree to proceed with an
336 informal arbitration. In an informal arbitration, the
337 arbitrator selected by the parties will be requested to
338 hear the matter without a reporter and issue a bench
339 decision without the submission of briefs or lengthy
340 deliberations. If the parties mutually agree to use
341 informal arbitration, they shall mutually agree upon an
342 arbitrator, within ten (10) working days after written
343 notice of submission to Level 4 (Arbitration).

344 7.8.3 **Formal Arbitration**

345 7.8.3.1 **Selection of the Arbitrator**

346 7.8.3.1.1 Within ten (10) working days after
347 written notice of submission to Level 4
348 (Arbitration), or within the alternate
349 timelines specified by the parties
350 pursuant to Section 7.6.2, the Union and
351 the Superintendent will agree on a
352 mutually acceptable arbitrator
353 competent in the area of the grievance
354 and will obtain a commitment from said
355 arbitrator serve.

356 7.8.3.1.2 If the parties do not reach agreement
357 regarding the selection of an arbitrator,
358 the parties will request that the
359 California State Conciliation Service or
360 the American Arbitration Association

361 supply a list of arbitrators. Thereafter,
362 the parties shall select the arbitrator
363 from the list by each party alternately
364 striking a name, until one name
365 remains. The party striking first shall be
366 determined by a flip of a coin.

367 7.8.3.1.3 The District and the grievant will share
368 equally the payment of the services and
369 expenses of the arbitrator.

370 7.8.3.1.4 At the request of either party, a certified
371 shorthand reporter shall be employed to
372 personally record verbatim the entire
373 hearing. The parties shall share equally
374 the cost of the reporter. If either party
375 desires a transcript, that party shall pay
376 the cost of the transcript.

377 7.8.3.2 **Functions Of The Arbitrator**

378 7.8.3.2.1 To hold a hearing concerning the
379 grievance.

380 7.8.3.3.1 To render a written decision to the
381 Union and the District.

382 7.8.3.3 **Powers and Limitations of the Arbitrator**

383 7.8.3.3.1 The arbitrator shall consider only those
384 issues which have been properly carried
385 through all prior steps of the Grievance
386 Procedure.

387 7.8.3.3.2 The arbitrator shall afford the District
388 and the Union , a reasonable
389 opportunity to present evidence,
390 witnesses, and arguments.

391 7.8.3.3.3 The jurisdiction of the arbitrator shall be
392 confined to a determination of the facts
393 and interpretation of the provisions of
394 this Agreement.

395 7.8.3.3.4 The arbitrator shall have no authority to
396 interpret any state or federal law when
397 the compliance or non-compliance
398 therewith might be involved in the

399 consideration of the grievance or to
400 award punitive damages.

401 7.8.3.3.5 The arbitrator's decision shall be final
402 and binding, except that awards equal to
403 or greater than \$200,000 shall be
404 advisory decisions to the Board of
405 Trustees.

406 7.8.3.4 **Advisory Decision**

407 7.8.3.4.1 The Board of Trustees shall consider
408 the advisory decision of the arbitrator at
409 its next scheduled meeting. The Board
410 of Trustees, at its option, shall accept,
411 modify or reject the arbitrator's decision.
412 In the event the Board of Trustees takes
413 no action within ten (10) days of the
414 meeting, the decision of the arbitrator
415 shall be the decision of the Board of
416 Trustees. If the Board of Trustees
417 elects to modify or reject the decision of
418 the arbitrator, the grievant may request
419 a hearing for the next regular meeting of
420 the Board of Trustees.

421 7.8.3.4.2 The decision of the Board of Trustees
422 shall be binding to the extent that no
423 rights of the aggrieved to further legal
424 action are abrogated.

425 **ARTICLE 8: COMPENSATION AND BENEFITS**

426 8.1 **Salary**

427 **2013-2014 Salary Schedule Increase**

428 Effective January 1, 2014, the existing salary schedule (dated May 5,
429 2010) will be increased by 4.0%. This revised salary schedule shall be
430 attached to this Agreement as Appendix A-1.

431 **2013-2014 One-Time Lump Sum Payment**

432 The District shall pay each full-time bargaining unit member in active paid
433 status on the date the Governing Board approves this agreement a one-
434 time, lump sum, non-recurring payment equivalent to \$957. This amount
435 shall be pro-rated based on FTE for part-time unit members. This one-
436 time payment shall not be placed on the salary schedule. The District
437 shall have no obligation to make a similar one-time payment on any future
438 date.

439 **2014-2015 Salary Schedule Increase**

440 Effective July 1, 2014, the 2013-2014 salary schedule will be increased by
441 5.5%. This revised salary schedule shall be attached to this Agreement
442 as Appendix A-2.

443 **2015-2016 Salary Schedule Increase**

444
445 Effective July 1, 2015, the 2014-2015 salary schedule will be increased by
446 4%. This revised salary schedule shall be attached to this Agreement as
447 Appendix A-3.

448 **2016-2017 Salary Schedule Increase**

449
450 Effective July 1, 2016, the 2015-2016 salary schedule will be increased by
451 3.75%. This revised salary schedule shall be attached to this Agreement
452 as Appendix A-4.

453
454

455 8.2 **Health and Welfare Benefits**

456 The District will make available medical, vision and dental insurance
457 programs and will contribute toward premiums for these insurance
458 programs as described below.

459 8.2.1 **Medical Premiums**

460 For the 2013-2014 year, medical benefits will be provided by
461 participation in the CalPERS Health Benefits Program in

462 accordance with the Public Employees' Medical And Hospital
463 Care Act (PEMHCA). Unit members may choose any one of the
464 plans offered by CalPERS, and must comply with all applicable
465 rules and regulations of the CalPERS Health Benefits Program
466 and PEMHCA. The District shall make contributions toward
467 CalPERS medical premiums for unit members as described
468 below:

469 **8.2.1.1 District Basic Contribution For Medical Premiums**

470 PEMHCA (California Government Code Section
471 22892) requires the District to make minimum
472 contributions for both unit members and annuitants.
473 This minimum contribution is referred to in this Article
474 as the "District Basic Contribution." Effective January
475 1, 2014, the District Basic Contribution is \$119 per
476 month per eligible full-time unit member (four hours or
477 more) for an approved CalPERS health plan option.
478 The District Basic Contribution will increase thereafter
479 will as required by law. This District Basic
480 Contribution is required only to the extent that it is
481 mandated by law and only as long as the District
482 participates in the PEMHCA plan.

483 **8.2.1.2 District Supplemental Benefits Contribution For**
484 **Medical Premiums**

485 8.2.1.2.1 Beginning January 1, 2016, the District
486 will provide to each eligible full-time unit
487 member a supplemental monthly
488 contribution toward the costs of the
489 medical plans that when added to the
490 District Basic Contribution in Section
491 8.2.1.1 will not exceed the following
492 monthly amounts.

- 493 • For unit members enrolled in
494 employee only medical benefits
495 plans: \$617.
- 496 • For unit members enrolled in two-
497 party medical benefits plans:
498 \$1,209.
- 499 • For unit members enrolled in family
500 medical benefits plans: \$1,493.

501 This supplemental contribution is
502 referred to in this Article as the “District
503 Supplemental Contribution.”

504 8.2.1.2.2 Beginning January 1, 2017, the District
505 will provide to each eligible full-time unit
506 member a supplemental monthly
507 contribution toward the costs of the
508 medical plans that when added to the
509 District Basic Contribution in Section
510 8.2.1.1 will not exceed the following
511 monthly amounts.

512 • For unit members enrolled in
513 employee only medical benefits
514 plans: \$632.

515 • For unit members enrolled in two-
516 party medical benefits plans:
517 \$1,284.

518 • For unit members enrolled in family
519 medical benefits plans: \$1,668.

520 8.2.1.2.3 Notwithstanding Subsections 8.2.1.2.1
521 and 8.4.2, for each part-time unit
522 member working at least four hours per
523 day whose regular total part-time
524 assignment on June 1, 2010 was at
525 least four hours per day, the District will
526 continue to provide supplemental
527 monthly contributions toward the costs
528 of the medical plans that when added to
529 the District Basic Contribution in Section
530 8.2.1.1 will not exceed the greater of
531 \$1,075 per month or the applicable plan
532 cap listed in Section 8.2.1.2.1, pro-rated
533 pursuant to Section 8.4.2.

534 8.2.1.2.4 If both spouses are full-time unit
535 members, the total District contribution
536 (District Basic Contribution added to the
537 District Supplemental Contribution), to
538 medical premiums for both unit
539 members, shall not exceed the family
540 cap specified above in Section 8.2.1.1
541 (\$1,668)

542 8.3 **Dental and Vision Premiums**

543 The District will pay the cost of the dental and vision insurance premiums,
544 up to the combined total of the Delta Dental composite rate and the Vision
545 Services composite rate for full-time employees. All eligible unit members
546 working at least 0.5 FTE are required to participate in dental and vision
547 programs.

548 8.4 **Part-Time Unit Members**

549 8.4.1 Unit members must work at least 0.50 FTE to participate in the
550 District's medical, dental, and vision programs, and to receive
551 District premium contributions.

552 8.4.2 The District's medical, dental, and vision premium contributions
553 for part-time unit members shall be prorated based on the ratio
554 of the time employed compared to a full-time unit member in the
555 same job classification.

556 8.4.3 Part-time unit members regularly assigned to work part-time for
557 at least four hours per day on June 1, 2010, shall be provided
558 medical, dental and vision benefits contributions equal to the
559 greater of (1) \$1075 per month for medical benefits plus fully
560 paid dental and vision benefits, or (2) medical, dental and vision
561 benefits contributions provided pursuant to Sections 8.2 and 8.3
562 pro-rated as specified in Section 8.4.2.

563 8.5 **Domestic Partners**

564 The District will provide health benefits for qualified domestic partners of
565 bargaining unit members to the same extent, and subject to the same
566 terms and conditions, as health benefits are available to dependents of
567 unit members under this Agreement. This coverage is conditioned upon
568 the domestic partner meeting all the criteria of California Family Code
569 Section 297, and upon the unit member presenting the District with proof
570 that a valid declaration of domestic partnership has been filed pursuant to
571 the above Family Code section or with any local agency registering
572 domestic partnership.

573 8.6 **Retiree Medical Benefits**

574 8.6.1 For retired unit members hired on or after July 1, 2007, the
575 District shall provide only the District Basic Contribution toward
576 medical premiums set forth in Section 8.2.1.1. This District
577 Basic Contribution shall be required only to the extent required
578 by law, and only as long as the District participates in the
579 PEMHCA plan.

- 580 8.6.2 For unit members hired before July 1, 2007, and retiring on or
581 after July 1, 2008, the District shall provide unit members
582 retiring at age 55 or older, fringe benefits premium contributions
583 according to the following schedule:
- 584 8.6.2.1 The District Basic Contribution required by Section
585 8.2.1.1 and Government Code Section 22892.
- 586 8.6.2.2 In addition to the District Basic Contribution, for retired
587 unit members with at least 15 and up to 20 years of
588 District service, the District shall provide an amount
589 for unit member coverage only that, when added to
590 the District Basic Contribution required by Section
591 8.2.1.1, will not exceed the Kaiser single party rate in
592 effect on the date the unit member's retirement
593 becomes effective. This rate cap shall be increased
594 by 5% on January 1 of the first year after the effective
595 date of the unit member's retirement, and shall be
596 increased by an additional 5% on January 1, of the
597 second year after the effective date of the unit
598 member's retirement.
- 599 8.6.2.3 In addition to the District Basic Contribution, for retired
600 unit members with at least 20 and up to 30 years of
601 District service, the District shall provide dental and
602 vision coverage and an amount for unit member only
603 medical coverage that, when added to the District
604 Basic Contribution required by Section 8.2.1.1, will not
605 exceed the Kaiser single party rate in effect on the
606 date the unit member's retirement becomes effective.
607 This rate cap shall be increased by 5% on January 1
608 of the first year after the effective date of the unit
609 member's retirement, and shall be increased by an
610 additional 5% on January 1 of the second year after
611 the effective date of the unit member's retirement.
- 612 8.6.2.4 In addition to the District Basic Contribution, for retired
613 unit members with 30 years or more of District
614 service, the District shall provide premiums for unit
615 members only dental and vision coverage and an
616 amount for unit member only medical coverage that,
617 when added to the District Basic Contribution required
618 by Section 8.2.1.1, will not exceed a dollar amount
619 equal to the Kaiser two-party rate, in effect on the
620 date the unit member's retirement becomes effective.
- 621 8.6.4 For unit members hired before July 1, 2007, and retiring before
622 July 1, 2008, the District shall provide unit members retiring at

- 623 the age of 55 or older, fringe benefits premium contributions
624 according to the following schedule:
- 625 8.6.4.1 The District Basic Contribution required by Section
626 8.2.1.1 and Government Code Section 22892.
- 627 8.6.4.2 In addition to the District Basic Contribution, for retired
628 unit members with at least 15 and up to 20 years of
629 District service, the District shall provide an amount
630 for unit member coverage only that, when added to
631 the District Basic Contribution required by Section
632 8.2.1.1, will not exceed the Kaiser single party rate.
- 633 8.6.4.3 In addition to the District Basic Contribution, for retired
634 unit members with at least 20 and up to 30 years of
635 District service, the District shall provide premiums for
636 dental and vision coverage and an amount for unit
637 member only medical coverage that, when added to
638 the District Basic Contribution required by Section
639 8.2.1.1, will not exceed the Kaiser single party rate.
- 640 8.6.4.4 In addition to the District Basic Contribution for retired
641 unit members with 30 or more years of District
642 service, the District shall provide premiums for dental
643 and vision coverage and an amount for the retiree
644 and spouse or domestic partner coverage that, when
645 added to the District Basic Contribution required by
646 Section 8.2.1.1, will not exceed the Kaiser two-party
647 rate.
- 648 8.6.5 The years of service described in Sections 8.5.3 and 8.5.4 must
649 be as a unit member in the Berryessa Union School District.
- 650 8.6.6 The payment of any premiums required under the provisions of
651 Section 8.5 will continue until the unit member retiree is eligible
652 for Medicare or reaches the age of 65, whichever event occurs
653 first. When the unit member retiree is eligible for Medicare or
654 reaches the age of 65 (whichever occurs first), the unit member
655 retiree shall be eligible only for the District Basic Contribution as
656 required by Section 8.2.1.1 and Government Code Section
657 22892, and only to the extent that such contribution is required
658 by law.
- 659 8.6.7 To be eligible for retiree medical benefits under this Section 8.5,
660 the unit member must have been on paid status in the District or
661 on approved leave at the time of retirement and comply with all
662 applicable rules and requirements for eligibility and participation
663 in retiree medical benefits through CalPERS, including, but not
664 limited to the requirement that the unit member retire under

665 CalPERS, and that the unit member must have been enrolled in
666 a CalPERS health plan as an active employee at the time of
667 retirement.

668 8.6.8 In lieu of any fringe benefits for those qualifying, a unit member
669 with 20 or more years of Berryessa Union School District
670 service may elect to receive a one-time payment calculated on
671 \$500 per each year of District service, up to a maximum of
672 \$15,000.

673 8.7 **Longevity**

674 8.7.1 Employees hired prior to the start of the 1976-77 fiscal year
675 shall be given longevity service credit toward longevity bonus for
676 less than four (4) hours a day service achieved prior to the
677 1976-77 fiscal year.

678 8.7.2 For periods worked subsequent to the start of the 1976-77 fiscal
679 year, employees shall be given longevity service credit only for
680 service of four (4) hours per day or more and at least 75% of the
681 total work year.

682 8.7.3 Eligible unit members (4 hours or more) will receive longevity
683 steps on July 1 as follows:

684	Beginning of the 7 th consecutive year	4% increase in base salary
685	Beginning of the 12 th consecutive year	7% increase in base salary
686	Beginning of the 17 th consecutive year	10% increase in base salary
687	Beginning of the 21 st consecutive year	13% increase in base salary

688 8.7.4 A permanent employee who voluntarily resigns from a permanent
689 classified position with the District and is reinstated or reemployed
690 by the District within 39 months after the resignation shall be
691 eligible to have all years worked (as defined in Sections 8.7.1 and
692 8.7.2) counted for longevity without regard to the break in service.
693 This Section 8.7.4 applies only to unit members reinstated or
694 reemployed on or after July 1, 2014.
695

696 8.7.5 Employees with breaks in service shall be eligible to have all
697 years worked (as defined in Sections 8.7.1 and 8.7.2) counted
698 for longevity, effective November 1, 2001. This Section 8.7.5
699 shall apply only to unit members reinstated or reemployed
700 before July 1, 2014.

701 8.8 **Step Increases**

702 All eligible unit members will receive a step increase commencing in the
703 month following the anniversary date of hire.
704

705 Effective July 1, 2015, the step increase will be restored for any unit
706 member(s) below step 6 on July 1, 2015 as a result of step freeze that
707 was effective August 1, 2010 pursuant to Section 8.9 of the Negotiated
708 Agreement between the District and Teamsters Local 150 in effect for the
709 2010-2011 year. Before this section is implemented, the District and
710 Teamsters will agree upon a list of the unit member(s) affected by the
711 2010-11 step freeze who had not attained the maximum step placement
712 (step 6) by July 1, 2015. This determination shall not be subject to the
713 grievance provisions of Article 7. Any unit member who believes the step
714 change determination is in error must notify the District of the alleged error
715 no later than May 27, 2016. The District and Union will meet to consider
716 and resolve the unit member's claim within thirty (30) days of receipt.
717

718 **8.9 Middle School Custodian Differential**

719 8.9.1 Beginning July 1, 2016, each full-time custodian assigned to a
720 middle school shall receive a five percent (5%) differential above
721 the regular rate of pay for the custodian classification.
722

723 8.9.2 Payment of overtime for hours worked as specified in Article 17
724 shall be computed at one and one-half times the base rate, and
725 shall not include the differential rate.

726
727 **8.10 Professional Growth**

728 **8.10.1 Establishment of Professional Growth Committee**

729 The President of the majority classified organization shall
730 appoint a Professional Growth Chairperson for a one-(1) year
731 term. Three (3) committee members shall be chosen by the
732 affected units (CSEA, Teamsters, and Classified Confidential
733 Management Team). It shall be up to the units to decide on
734 their selection process, with one (1) administrative staff
735 member, the Superintendent or designee, for a total of five (5)
736 members.

737 **8.10.2 Duties of the Committee**

738 Committee members will approve/disapprove requests for
739 Professional Growth, for their respective bargaining units. The
740 Committee will review all Professional Growth applications
741 monthly. The committee will assist the District in preparing
742 goals for the Professional Growth Program, investigate
743 inside/outside resources for the Professional Growth Program
744 and increase awareness of the program among employees.

745 **8.10.3 Professional Growth Requirements**

746 Professional Growth increments will be awarded per Union
747 Contracts or in accordance with District policy for
748 Confidential/Management Employees. Professional Growth
749 increments may be earned by completing nine (9) units of work
750 in junior college, university or state colleges and Adult
751 Education (including seminars, trade classes and workshops),
752 Professional Growth Increments will be paid at \$250 per
753 increment paid in a lump sum on November 30. All unit
754 members shall be eligible to participate in the Professional
755 Growth program.

756 8.10.4 **Unit Evaluation Requirements**

757 8.10.4.1 All units approved and earned, must be job related
758 and/or a course that provides a direct benefit to the
759 District. Credit may be granted only for courses
760 completed beginning after employment with the
761 Berryessa Union School District. Courses submitted
762 for credit must be approved by the appropriate
763 Professional Growth Committee Member or by the
764 Professional Growth Chairperson should the member
765 not be available. Courses submitted for credit must
766 be approved prior to beginning classes.

767 8.10.4.2 One (1) unit (or one semester) normally represents
768 one (1) hour per week during one (1) semester in
769 lecture or recitation work with necessary preparation
770 time, or three (3) hours per week in laboratory or
771 other work not requiring homework or other
772 preparation.

773 8.10.4.3 Credit for classes in adult education or other
774 approved education experience (including seminars,
775 trade classes, and workshops) will be granted as
776 follows:

Total Hours Adult Education (including seminars, trade classes and workshops)	Absences Permitted	Professional Growth Units Granted
5-9 hours	None	0.25
10-14 hours	None	0.50
15-19 hours	1	1.00
20-29 hours	1	1.50
30-39 hours	2	2.00
40-49 hours	2	2.50
50 hours or more	2	3.00

777 8.10.4.4 Credit for adult education courses, seminars, trade
778 classes, and/or workshops that are less than five
779 hours in length may be combined in order to earn
780 professional growth units and increments.

781 8.10.4.5 In order to receive credit for the course, all employees
782 taking courses in adult education must obtain a
783 satisfactory grade and follow the attendance schedule
784 (see absences permitted). Courses may only be
785 repeated if the employee fails the course. Credit for
786 District units may be carried into the succeeding
787 school year.

788

8.10.5 **Procedures**

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790
791

8.10.5.1 Get Professional Growth form from the office of Human Resources. Fill out completely. Obtain supervisor's approval signature.

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8.10.5.2 After approval/disapproval, the committee member will forward to the Assistant Superintendent of Human Resources for counter signature. After the Assistant Superintendent of Human Resources approves/disapproves, the form will be forwarded to the Professional Growth Committee Chairperson for committee review.

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8.10.5.3 It is the responsibility of the classified employee to apply for Professional Growth Credit and verify completion of course work with Human Resources. An official transcript, verified grade card, instructor's signed statement, or signed certificate of completion covering work completed must be submitted and on file in Human Resources within 3 months of completing the class.

807

8.10.6 **Denial of Request for Professional Growth**

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If a request for Professional Growth is denied, the person denying the request will attach a brief statement of explanation. If the employee feels that the denial is inappropriate, the employee shall meet with:

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813
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817

8.10.6.1 The Assistant Superintendent of Human Resources. Should the denial stand, the Assistant Superintendent of Human Resources shall notify the Professional Growth Committee Chairperson. The denial will be reviewed at the next meeting of the committee, which may overturn the decision or uphold it.

818
819

8.10.6.2 If the denial is upheld, the employee should file a grievance.

820
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822

8.11 **Public Employee's Retirement System (PERS) Payments For Unit Members Employed By The District Before January 1, 2013 And "Classic" PERS Members**

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824
825
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827

The District shall pay 7% of the qualified unit member's PERS payment to the extent allowed by law for unit members employed by the District before January 1, 2013, and "classic members" as defined by CalPERS. This payment shall be the property of the unit member as if he/she had the payment deducted from wages.

828 Pursuant to Government Code Section 7522.04(f), effective January 1,
829 2013, the District shall not pay any required member contributions for unit
830 members employed by the District on or after January 1, 2013 who are
831 "new members" as defined by law and any related CalPERS rules and
832 regulations.

833 8.12 **Private Disability**

834 The District agrees to install and administer a state or private disability
835 plan selected by the Union to be paid for by the employees.

836 **ARTICLE 9: PROBATION AND EVALUATION**

837 9.1 **Newly Hired Unit Member And Lateral Transfers**

838 The probationary period for all newly hired unit members shall be a
839 minimum of six (6) months. Failure to successfully complete the
840 probationary period will require only a notice of such failure before the end
841 of the period for all new hires.

842 Newly hired probationary unit members shall be evaluated by their
843 immediate supervisor during the second and sixth months of employment.

844 9.2 **Permanent Unit Members**

845 Permanent unit members shall be evaluated every other year by June 1,
846 and may be evaluated yearly at the evaluator's discretion. Permanent unit
847 members laterally transferred must be evaluated by their new supervisor
848 during the first year of reassignment by June 1. Copies of the written
849 evaluation reports will be made available to the individuals who are the
850 subjects of the reports.

851 In the event that an unsatisfactory evaluation is made, the supervisor shall
852 make recommendations for methods of improvement and assist the unit
853 member in achieving that improvement. The unit member shall cooperate
854 in this program. The evaluation form shall include a statement that the
855 unit member has the right to submit a letter of rebuttal to any evaluation
856 with which he/she does not agree.

857 9.3 **Promoted Unit Members**

858 All unit members who are promoted into a higher classification will have a
859 probationary period in the new classification of six (6) months in paid
860 status. (See Article 10 for Failure To Complete Promotional Probation.)

861 Within ten (10) days after the effective date of the promotion, the
862 supervisor or designee will meet with the promoted unit member to
863 discuss the new duties and expectations in the new position.

864 Unit members who were promoted into a higher classification shall be
865 evaluated by their immediate supervisors during the third month of
866 employment in the new classification.

867 **ARTICLE 10: TRANSFERS AND ADVANCEMENT**

868 10.1 **Filing Vacancies**

869 In the event a vacancy becomes available in the District, the order for
870 filling vacancy shall be determined as set forth in section 10.1.1 and
871 10.1.3.

872 10.1.1 **Current Bargaining Unit Members**

873 Seniority = hire date into the District

874 The selection criteria shall be training, skills, and previous
875 experience. If training skills and previous experience are equal,
876 seniority will be the determining factor.

877 Current bargaining unit members shall be considered before
878 outside applicants are considered.

879 10.1.2 **Posting of Vacancies**

880 The vacancy will be posted for a minimum of six (6) working
881 days. All vacancies will be posted at each District job site. The
882 vacancy notice shall include: the job title, brief description of
883 duties, the assigned work site (and any notice of preliminary
884 location within the assigned site), the number of hours per
885 week, the salary range, the date of the posting, the closing date
886 for applications, and a statement of the selection criteria. A job
887 description shall be provided by Human Resources upon
888 Request.

889 Any unit member interested in a vacant position must apply for
890 the vacancy. Human Resources shall send a job posting to the
891 Chief Steward and the steward for the classification of the
892 posting. The steward will have to the end of the posting period
893 to submit to Human Resources any additional information for
894 use in the screening of candidates.

895 10.1.3 **Outside Candidates**

896 Supervisors shall receive applications from current unit
897 members first. If all applications from current unit members are
898 rejected, Human Resources will consider outside candidates.

899 10.2 **Failure To Complete Promotional Probation**

900 Any permanent employee who is promoted into a higher classification and
901 fails to successfully complete the six (6) month probation period in the new
902 position, shall be employed in the classification from which he or she was
903 promoted. The employee may be terminated if cause exists.

904 10.3 **Administrative Transfer**

905 10.3.1 **Definition**

906 An administrative transfer is a District-initiated movement of an
907 employee from one work site to another work site within the
908 same classification or within the same salary range that is non-
909 promotional in nature.

910 10.3.2 **Transfer**

911 An administrative transfer may be initiated by the District at any
912 time such transfer is in the District's best interest based on
913 work-related needs. The unit member affected by such transfer
914 and the Union shall be given notice as soon as possible. The
915 unit member shall be afforded the opportunity to meet with the
916 District regarding the transfer.

917 10.3.3 **Accommodation For Disability**

918 The District may also administratively transfer a unit member or
919 unit members, if the transfer is necessary to accommodate an
920 individual with a qualified disability under the Americans with
921 Disabilities Act or the parallel California statute. This provision
922 is not grievable.

923 10.3.4 **District Reorganization**

924 The District shall consult with the Union in advance of
925 implementing any reorganization that may cause the transfer of
926 unit members.

927 10.4 **Substitute Service While Filling Vacancy**

928 If the District is engaged in the process of hiring a permanent employee to
929 fill a vacancy in any unit position, the District may fill the vacancy through
930 the employment of one or more substitutes for not more than sixty (60)
931 calendar days. If the position remains unfilled after sixty (60) calendar
932 days, the District shall consult with the Union concerning the difficulties in
933 the filling of the position. The Union may grant an extension for an
934 additional thirty (30) work days.

935 10.5 **Part-Time Unit Members Working As Substitutes**

936 10.5.1 Part-time unit members may act as substitutes or may assume
937 short-term positions in those hours that they are not regularly
938 employed. To be considered, the unit member must place
939 his/her name on a District list, the unit member must be
940 qualified, and the extra work may be assigned without
941 administrative difficulties.

942 10.5.2 The unit member's status in these positions remains short term
943 or that of a substitute. The unit member does not accrue
944 seniority or gain hours for benefit eligibility. The pay rate will be
945 in accordance with the rate applicable to the classification in
946 which the unit member is serving as a substitute.

947 10.6 **Promotional Pay**

948 When a unit member is promoted to a higher classification, the unit
949 member will be entitled to placement in the appropriate range and step
950 that provides no less than a five percent (5%) increase.

951 **ARTICLE 11: LEAVE PROVISIONS**

952 11.1 **Release Time**

953 Released time without loss of compensation shall be granted to two Union
954 designated delegates to attend the actual days the Teamsters Union
955 annual conference is in session. The Union shall provide the District with
956 thirty (30) days written notice of the names of the two delegates that are
957 entitled to receive released time.

958 11.2 **Sick Leave**

959 11.2.1 An employee who is absent for any reason must report by
960 telephone to the employee's department head on the first day of
961 such absence, unless prior approval has been obtained. Failure
962 to report an absence is considered a serious offense and
963 continual failure to submit such a report will be considered
964 grounds for dismissal.

965 11.2.2 Whenever an illness/injury causes absence of five or more
966 consecutive days, the employee shall provide to the Assistant
967 Superintendent of Human Resources a written statement from a
968 physician certifying that the physician has determined the nature
969 of the illness/injury, and that it renders the unit member unable
970 to work. The physician's statement shall be specific as to health
971 condition and as to the expected duration of the unit member's
972 absence due to the illness/injury. At reasonable intervals
973 thereafter, the District may require from the employee additional
974 written statements by a physician certifying the continuing
975 inability to work.

976 11.2.3 In the event of a scheduled sick leave absence (surgery,
977 childbirth, etc.) the employee shall notify Human Resources in
978 writing of the anticipated absence. Such notification shall
979 include the anticipated beginning and ending dates of the leave.

980 11.2.4 Whenever possible, such notification shall be provided at least
981 twenty (20) working days prior to the scheduled disability.

982 11.2.5 Definition: Sick Leave is defined as the authorized absence
983 from duty of an employee because of:

984 11.2.5.1 The employee's own illness or injury not covered by
985 Worker's Compensation

986 11.2.5.2 The employee's dental, eye and other physical or
987 medical examination or treatment by a licensed
988 practitioner.

989 11.3 **Paid Sick Leave**

990 11.3.1 Regular classified bargaining unit employees shall earn paid
991 sick leave in accordance with the provisions of the Education
992 Code (Section 45191). Unused sick leave may be accumulated
993 without limit.

994 11.3.2 At the beginning of each fiscal year, the number of sick leave
995 days of the employee shall be increased by the number of days
996 of paid sick leave which the employee would normally earn in
997 the ensuing fiscal year. An employee's number of sick leave
998 days shall be adjusted if a change of assignment alters the
999 amount of sick leave earnable.

1000 11.3.3 Sick leave may be taken at any time, provided that new
1001 employees shall not be eligible to use more than six (6) days of
1002 paid sick leave until the first day of the calendar month after
1003 completion of six (6) months active service with the District.

1004 11.3.4 Pay for any day of sick leave shall be based upon the same
1005 hours, exclusive of premium hours the employee was scheduled
1006 to work and would have worked that day but shall not be paid
1007 for less than the employee's assigned hours. When an
1008 employee's sick pay exceeds his/her normally or averaged
1009 hours, the difference shall be deducted from the employee's
1010 sick leave account in increments equal to that overage.

1011 11.3.5 Sick leave absence shall be deducted in one-hour increments of
1012 earned sick leave. Such leaves of one (1) hour or less shall be
1013 equal to one hour. In order to receive compensation while
1014 absent on sick leave, the employee must notify the supervisor of
1015 the employee's absence at least one (1) hour before the
1016 beginning of the working day on the first day absent, unless
1017 conditions make notification impossible. The burden of proof of
1018 impossible conditions shall be upon the employee.

1019 11.3.6 At least one (1) day prior to the employee's expected return to
1020 work, the employee shall notify the supervisor in order that any
1021 substitute may be terminated. If the employee fails to notify the
1022 supervisor and both the employee and the substitute report, the
1023 substitute is entitled to the assignment, and the employee shall
1024 not receive pay for that day.

1025 11.3.7 Employees have the option to verify prior sick leave credit and
1026 request adjustments. The Payroll Department shall maintain
1027 records of sick leave utilization and balance.

1028 11.4 **Labor Code Section 233 Sick Leave Use (Formerly “Kin-Care”)**

1029 11.4.1 To the extent required by California Labor Code Section 233, in
1030 any fiscal year, a unit member may use up to a maximum of
1031 one-half (1/2) of the days of sick leave that are credited to the
1032 unit member in one (1) year pursuant to Section 11.3.1 and
1033 Education Code Section 45191 for the reasons stated in Labor
1034 Code Section 246.5, including the following:

1035 11.4.1.1 Diagnosis, care, or treatment of an existing health
1036 condition of, or preventive care for the unit member’s
1037 child, parent, spouse, registered domestic partner,
1038 parent-in-law, grandparent, grandchild, or sibling; or

1039 11.4.1.2 For a unit member who is a victim of domestic
1040 violence, sexual assault, or stalking, the purposes
1041 described in Labor Code Sections 230(c) and 230.1
1042 (a).

1043 11.4.2 For purposes of this Section 11.4, “child” means a biological,
1044 foster, or adopted child, a stepchild, a legal ward, a child of a
1045 domestic partner, or a child to whom the unit member stands in
1046 loco parents (regardless of the age or dependency status of the
1047 child); and “parent” means a biological, foster, or adoptive
1048 parent, stepparent, or legal guardian of the unit member or the
1049 unit member’s spouse or registered domestic partner, or a
1050 person who stood in loco parentis when the unit member was a
1051 minor child.

1052 11.4.3 This Section 11.4 does not extend the maximum period of leave
1053 to which a unit member is entitled under the Family and Medical
1054 Leave Act of 1993) (29 U.S.C. Section 2606 et. seq.), the
1055 California Family Rights Act (Government Code Section
1056 12945.2), and District policies implementing these Acts,
1057 regardless of whether the unit member receives sick leave
1058 compensation during those leaves.

1059 11.5 **Additional Sick Leave**

1060 11.5.1 After expiration of paid sick leave, an employee who is ill or
1061 injured may, upon request, use accumulated vacation to avoid
1062 leave without pay.

1063 11.5.2 After all paid leave and vacation time are exhausted, a unit
1064 member shall receive the difference between the employee’s
1065 salary and that actually paid a substitute for a period of time, not
1066 to exceed five (5) calendar months from the first day of the
1067 extended illness or injury.

1068 11.5.3 The District shall not deduct substitute pay unless a substitute is
1069 actually performing the absent employee's duties or those of
1070 another employee in order that the other employee may perform
1071 the duties of the absent employee.

1072 11.6 **Termination of Sick Leave**

1073 11.6.1 An employee who has been placed on paid or unpaid sick leave
1074 may return to duty at any time during the leave, provided that
1075 the employee is able to resume the assigned duties, and if the
1076 leave has been for more than 20 working days, provided that
1077 the employee has notified the District of the employee's return
1078 at least one (1) working day in advance.

1079 11.6.2 If, at the conclusion of all sick leave and additional leave, paid or
1080 unpaid, granted under this contract, the employee is still unable
1081 to return to active employment, the employee will be placed on
1082 a re-employment list for a period of 39 months in the same
1083 manner as if the employee were laid off for lack of work or lack
1084 of funds.

1085 11.7 **Industrial Accident and Illness Leave**

1086 11.7.1 Permanent Classified Bargaining Unit employees shall be
1087 granted industrial accident leave or illness leave in accordance
1088 with the following regulations:

1089 11.7.1.1 An employee suffering an injury or illness arising out
1090 of and in the course and scope of his/her employment
1091 shall be entitled to a leave of sixty (60) working days
1092 in any one fiscal year for the same accident. This
1093 leave shall not be accumulated from year to year, and
1094 when any leave will overlap a fiscal year, the
1095 employee shall be entitled to only that amount
1096 remaining at the end of the fiscal year in which the
1097 injury or illness occurred. Industrial accident or illness
1098 leave will commence on the first day of absence. If
1099 within the sixty (60) working day period, an employee
1100 who is on leave is released by a medical practitioner
1101 to return to work without restrictions, the employee
1102 shall assume his/her normal duties on the second
1103 working day following his/her release.

1104 11.7.1.2 Payment for wages lost on any day shall not, when
1105 added to an award granted the employee under the
1106 Worker's Compensation laws of this state, exceed the
1107 normal wage for the day. The industrial accident or
1108 illness leave is to be used in lieu of normal sick leave
1109 benefits. When entitlement to industrial accident or

1110 illness leave under this section has been exhausted,
1111 entitlement to other sick leave, vacation or other paid
1112 leave may be used. If, however, an employee is still
1113 receiving temporary disability payments under the
1114 Worker's Compensation laws for this state at the time
1115 of the exhaustion of benefits under this section,
1116 he/she shall be entitled to use only so much of his/her
1117 accumulated and available normal sick leave and
1118 vacation leave, which when added to the Worker's
1119 Compensation award, provides for a days pay at the
1120 regular rate of pay.

1121 11.7.1.3 During all paid leaves of absence, whether industrial
1122 accident leave as provided in this section, sick leave,
1123 vacation, compensated time off or other available
1124 leave provided by law or the action of a governing
1125 board, the employee shall endorse to the District
1126 wage loss benefit check received under the Worker's
1127 Compensation laws of this state. The District, in turn
1128 shall issue the employee appropriate warrants for
1129 payment of wages or salary and shall deduct normal
1130 retirement and other authorized contributions. When
1131 all available leaves of absences, paid or unpaid, have
1132 been exhausted and if the employee is not medically
1133 able to assume the duties of the position, or the
1134 employee is not in another position, they shall be
1135 placed on a re-employment list for a period of 39
1136 months. When available, during the 39-month period,
1137 he/she shall be employed, provided the employee is
1138 medically able, in a vacant position in the
1139 classification previously held over all other available
1140 candidates except for re-employment lists established
1141 because of lack of work or lack of funds, in which
1142 case he/she shall be listed in accordance with
1143 appropriate seniority regulations. Any employee
1144 receiving benefits as a result of this section shall,
1145 during periods of injury or illness, remain within the
1146 State of California unless the Board of Trustees
1147 authorizes travel outside the state.

1148 11.7.1.4 An employee who has been placed on a re-
1149 employment list, as provided herein, who has been
1150 medically released for return to duty and who fails to
1151 accept an appropriate assignment, shall be dropped
1152 from the re-employment list.

1153 11.7.1.5 Employees who are entitled to a leave of absence
1154 under the Family Medical Leave Act and the Family

1155 Rights Act may take such leave as long as the
1156 employee meets the provision of the Act as permitted
1157 by law and District policy.

1158 11.8 **Bereavement Leave**

1159 Each unit member is entitled to a leave of absence, not to exceed five (5)
1160 days on account of the death of any member of the employee's immediate
1161 family. The immediate family is defined as husband, wife, mother, father,
1162 sister, brother, son, daughter, mother-in-law, father-in-law, grandfather,
1163 grandmother, son-in-law, daughter-in-law, grandchild of the employee,
1164 step-parent, step-son, step-daughter, brother-in-law, sister-in-law, or any
1165 relative of either spouse living in the immediate house of the employee.

1166 11.9 **Child-Rearing Leave**

1167 The Board may grant child-rearing leave to classified personnel. The
1168 granting of such leave is subject to the following conditions:

1169 11.9.1 An employee who is the natural or adoptive parent of a child
1170 may be entitled to an unpaid leave of absence for the purpose
1171 of rearing his/her child.

1172 11.9.2 Application for a child-rearing leave must be made to the Board
1173 of Trustees through Human Resources.

1174 11.9.3 A leave may be granted when unusual circumstances exist.
1175 Such leave may be granted for maximum duration of one year
1176 upon giving the District two (2) weeks notice prior to the
1177 anticipated date on which the leave is to commence.

1178 11.9.4 Human Resources shall attempt to assign unit members
1179 returning from a child-rearing leave to a position similar to the
1180 one held prior to leave.

1181 11.9.5 The employee shall receive no salary or fringe benefits while on
1182 leave other than those benefits he/she chooses to continue at
1183 personal expense.

1184 11.10 **Sick Leave for Personal Necessity**

1185 Up to seven (7) days of the leave granted annually to unit members as
1186 specified in Section 11.3.1 may be used by the employee for reasons of
1187 personal necessity.

1188 11.10.1 Business of an emergency or urgent nature, accidents, family
1189 illness, court appearances, death, imminent danger to home or
1190 personal property, and other unforeseen occurrences that
1191 require the unit member's presence are representative of those

- 1192 situations that constitute personal necessity. Personal
1193 necessity leave may not be used for purposes other than those
1194 described in this Section.
- 1195 11.10.2 Each unit member may utilize the provisions of this Section to
1196 take care of personal business which, under the circumstances,
1197 the unit member cannot reasonably be expected to disregard
1198 and which requires his/her attention during his/her assigned
1199 hours of service.
- 1200 11.10.3 Prior approval for utilization of personal necessity days is
1201 required, except when prior approval is not reasonably possible
1202 due to the circumstances of the need for the leave. If the unit
1203 member's immediate supervisor denies the request for Personal
1204 Necessity Leave, the unit member may appeal the decision to
1205 the Assistant Superintendent of Human Resources. The unit
1206 member shall inform his/her supervisor of the general nature of
1207 the personal necessity, but shall not be required to provide
1208 personal and private details beyond the information required to
1209 demonstrate that the leave qualified for personal necessity.
1210 (Education Code Section 45207)
- 1211 11.10.4 Seven (7) days represents the maximum allowable number of
1212 days available in any school year for personal necessity leave.
1213 Personal necessity days may not be carried over from one year
1214 to the next.
- 1215 11.10.5 Absences from duty related to employee organizational
1216 concerns or work stoppage shall not be charged to personal
1217 necessity. It shall continue to be the unit member's
1218 responsibility to notify the department head or supervisor of their
1219 absence.
- 1220 11.11 **Official Business**
- 1221 Personnel may be excused from duty without loss of pay for participation
1222 in Board-approved professional meetings of value to the District. These
1223 absences from duty shall be classified as official business.
- 1224 Legally authorized expenses, including mileage to people so authorized,
1225 will be allowed.
- 1226 11.12 **Legal Commitments and Transactions**
- 1227 Leaves of absence to serve on a jury or to appear as a witness in court
1228 other than as a litigant shall be granted with no loss in pay provided the
1229 employee endorses the fee received, exclusive of mileage allowance, to

1230 the District. At the employee's option such leave of absence will be
1231 granted without pay.

1232 11.13 **Military Leave**

1233 Every unit member who enters the military of the United States or the
1234 State of California is entitled to a military leave. Such absence does not
1235 affect classification and does not constitute a break in service. However,
1236 this absence does not count as part of the probationary period required as
1237 a condition precedent to classification as a permanent employee.

1238 Within six (6) months after an employee honorably leaves the service, the
1239 employee is entitled to the position formerly held at a salary the employee
1240 would have received had the employee not been on military leave. Unit
1241 members ordered into military service are entitled to one (1) month's pay
1242 from the school district if one year of service has been rendered in the
1243 District. Members of the National Guard are entitled to leave without
1244 regard to the length of their public service, but this does not include one
1245 (1) month's pay. See also related provisions in Appendix E related to
1246 leave to care for covered family members who are service members.

1247 11.14 **Family Medical Leave**

1248 Unit members are eligible for leave without pay under the federal Family
1249 and Medical Leave Act (FMLA) and the California Family Rights Act
1250 (CFRA). This leave is subject to the rules and regulations implementing
1251 the Acts. These rules and regulations are attached to this Agreement as
1252 Appendix E.

1253 11.15 **Leave of Absence Without Pay**

1254 11.15.1 Leaves of absence without pay may be granted to a permanent
1255 classified bargaining unit employee upon written request by the
1256 employee to Human Resources and the approval of the Board
1257 of Trustees, subject to the following restrictions:

1258 11.15.1.1 Leave of absence without pay may be granted to a
1259 permanent classified bargaining unit employee who
1260 has exhausted all entitlement to sick leave, vacation,
1261 and other available paid leave and who is absent
1262 because of illness/disability.

1263 11.15.1.2 Such leave may be granted for a period of time not to
1264 exceed six (6) months. The Board may renew the
1265 leave of absence without pay for two (2) additional six
1266 (6) month periods, or such lesser leave periods that it
1267 may provide, but not to exceed a total of eighteen (18)
1268 months.

1269 11.15.2 Leave of absence without pay may be granted to a permanent
1270 classified bargaining unit employee for the purpose of permitting
1271 study by the employee or for the purpose of retraining the
1272 employee to meet changing conditions within the District. Such
1273 leave shall not exceed one (1) year in length. The Board may
1274 provide that such leave be taken in separate six (6) month
1275 periods or in any other appropriate periods, rather than for a
1276 continuous one (1) year period, provided that the separate
1277 periods of leave of absence shall be commenced and
1278 completed within a three (3) year period.

1279 11.15.3 An employee returning from a leave of absence without pay
1280 shall be assigned to a position within the classification as held
1281 prior to the leave.

1282 11.15.4 If time is requested away from a position for a period of less
1283 than two (2) weeks, the employee need not apply for a leave of
1284 absence. He/she should make arrangements with his/her
1285 department supervisor and obtain prior approval.

1286 11.15.5 The unit member on leave of absence is not eligible to receive
1287 the District's contribution to the Health and Welfare Benefits
1288 program. However, the employee may continue to participate in
1289 the program by paying total premiums required.

1290 **ARTICLE 12: DISABILITY ACCOMMODATION**

1291 12.1 The District and the Union acknowledge that the law requires reasonable
1292 accommodation for disabled unit members as defined, that
1293 accommodations must be determined on an individual case by case basis,
1294 and that the District has a legal obligation to meet with individual case by
1295 case basis, and that the District has a legal obligation to meet with the unit
1296 member to discuss accommodations. Prior to implementing any
1297 accommodation which violates this Agreement or modifies a District
1298 practice, the District shall give the Union notice and opportunity to
1299 negotiate about matters within the scope of representation.

1300 12.2 Any accommodation provided to a bargaining unit member as required by
1301 law or other state and federal disability statutes shall not establish a past
1302 practice nor shall it be used as evidence of a past practice in
1303 grievance/arbitration procedure.

1304 12.3 The District's procedures for processing all accommodation requests will
1305 be consistent with the requirements of applicable law and regulations.

1306 **ARTICLE 13: PAYROLL ERRORS**

1307 13.1 A payroll error caused by the District resulting in insufficient payment to an
1308 employee shall be corrected and a supplemental check issued not later
1309 than five (5) working days after the employee provides notice to the
1310 Payroll Department. A payroll error caused by the employee resulting in
1311 insufficient payment to the employee shall be corrected in the next pay
1312 period. Any payroll errors resulting in an overpayment to the employee
1313 shall be corrected in the next pay period.

1314 13.2 If, after timely turning in his/her time card to his/her supervisor, an
1315 employee receives insufficient payment due to the supervisor's untimely
1316 filing of the approved time card, the payroll error shall be corrected no
1317 later than five (5) working days after the time card has been provided to
1318 the Payroll Department.

1319 **ARTICLE 14: UNIFORMS AND EQUIPMENT**

1320 14.1 The District shall pay the full cost of the purchase, lease, or rental of
1321 uniforms, equipment, identification badges, emblems, and cards if
1322 required by the District to be worn or used by bargaining unit employees.
1323 If the District requires an employee to use any specific equipment or gear
1324 in the performance of the employee's duties, the District agrees to furnish
1325 such equipment or gear.

1326 14.2 In lieu of using District supplied safety-related shoes or boots, unit
1327 members who are required to use specific safety shoes or boots may elect
1328 to receive reimbursement of a maximum total of up to \$150 per year for
1329 the purchase of no more than two pairs of approved safety-related shoes
1330 or boots. To be eligible for reimbursement pursuant to this Section, unit
1331 members must purchase the safety-related shoes or boots that meet the
1332 District's specifications no later than December 1 each year. For newly
1333 hired unit members first employed on or after September 1, any year, the
1334 deadline for purchasing safety-related shoes or boots in the first year shall
1335 be 90 days after the first date of employment. All requests for
1336 reimbursement must include a receipt dated no more than 30 days before
1337 the submission of the reimbursement request.

1338 14.3 Notwithstanding the above, if an employee voluntarily provides tools or
1339 equipment belonging to the employee for use in the course of
1340 employment, the District is not liable for any loss or damage or the
1341 replacement cost of the tools or equipment.

1342 14.4 Should it be determined by the District that the employment duties of an
1343 employee in the bargaining unit reasonably require the use of any
1344 equipment or gear to ensure the safety of the employee or others, the
1345 District agrees to furnish such equipment or gear.

1346 14.5 The District shall provide each school site with one set of rain gear for the
1347 use of the school custodian. The lead custodian shall be responsible for
1348 the safe keeping of the rain gear. As the rain gear needs replacing, the
1349 lead custodian shall turn in such gear and receive new gear.

1350 **ARTICLE 15: PHYSICAL EXAMS**

1351 The District shall retain the right to require a physical examination of an
1352 employee as a condition of continued employment. The District shall pay all
1353 costs of such examination, including the employee's regular salary in the event
1354 the examination is scheduled by the District during the employee's scheduled
1355 work hours. In addition, full-time employees may have required tuberculosis
1356 examinations performed during regular work hours subject to prior approval of
1357 the employee's immediate supervisor. Unit members with occupational exposure
1358 to blood borne pathogens (as determine by Board Policy and/or Administrative
1359 Regulations) will be entitled to receive Hepatitis B vaccinations at no cost to
1360 themselves.

1361 **ARTICLE 16: VACATION**

1362 16.1 **Vacation Accrual**

1363 16.1.1 Every regular unit member shall earn vacation at the prescribed
1364 rate as part of the employee's compensation.

1365 16.1.2 All unit members shall earn vacation as follows:

	<u>10-Month Employee</u>	<u>12-Month Employee</u>
1366 First through fourth year:	10 days	12 days
1367 Fifth through ninth year:	12 days	15 days
1368 Ten plus years:	15 days	20 days

1370 16.2 **Posting of Vacation Leave**

1371 Employees earn vacation on a fiscal year basis. At the beginning of each
1372 fiscal year, the employee's pay warrant shall reflect the carryover of paid
1373 vacation hours plus the vacation hours normally earned in the ensuing
1374 fiscal year. Employees hired during the fiscal year shall earn vacation on
1375 a prorated basis for that initial fiscal year.

1376 16.3 **Vacation Leave During Probationary Period**

1377 No vacation shall be granted an employee during the first six (6) months of
1378 employment, but on successful completion thereof, prorated vacation time
1379 shall be allowed for time of service accrued.

1380 16.4 **Vacation**

1381 16.4.1 Earned vacation accumulated on a fiscal year basis must be
1382 taken during the following fiscal year. Employees may be
1383 permitted to take earned vacation leave within the same fiscal
1384 year in which it is earned with the approval of the department
1385 head, principal, or administrator.

1386 16.4.2 A department head, principal, or administrator may not defer an
1387 employee's vacation without obtaining the approval of the
1388 Superintendent or his/her designee in writing.

1389 16.5 **Vacation Interruption**

1390 Employees may interrupt, terminate, or defer vacation in order to use
1391 bereavement leave or to use sick leave in the event of an illness which
1392 exceeds five (5) work days without a return to active service, provided the
1393 employee first notifies their supervisor and supplies Human Resources
1394 with sufficient relative supporting information regarding the basis for such
1395 interruption, termination, or deferment. Any vacation so deferred shall

1396 only be rescheduled with the approval of the employee's immediate
1397 supervisor.

1398 16.6 **Vacation Scheduling**

1399 Vacation leave shall be scheduled and approved by the department head,
1400 principal, or administrator. Effort shall be made to enable vacation time to
1401 be taken at times mutually convenient to the employee, consistent with the
1402 needs of the service and the work load of the department.

1403 16.7 **Ten-Month Employees**

1404 Vacation for 10-month unit members may be taken during their work year
1405 when students are not scheduled for attendance. At the end of the work
1406 year for 10-month employees, any vacation days remaining that could not
1407 be scheduled during the work year will be paid on the June payroll
1408 warrant. The amount paid will be the balance of any day(s) in excess of
1409 one fiscal year carryover.

1410 16.8 **Twelve-Month Employees**

1411 Unit members shall present the proposed work and vacation calendars for
1412 the next fiscal year to their supervisor no later than May 15. The District,
1413 through the Assistant Superintendent of Human Resources, shall have the
1414 right of final decision on vacation schedule. The vacation schedule shall
1415 give priority consideration to student days, the summer cleaning needs of
1416 the school and the return to work date for the teachers.

1417 16.9 **Holidays**

1418 A holiday which falls during the scheduled vacation period of any
1419 bargaining unit employee shall be paid as a holiday and shall not be
1420 charged to the employee's vacation account.

1421 16.10 **Vacation Salary**

1422 The salary at which vacation is paid shall be the employee's current salary
1423 rate. An employee whose vacation time is earned and begun under a
1424 given status shall suffer no loss of earned vacation by reason of
1425 subsequent changes in conditions of employment.

1426 16.11 **Vacation Pay Upon Termination**

1427 When an employee in the bargaining unit is terminated for any reason,
1428 he/she shall be entitled to all vacation pay earned and accumulated up to
1429 and including the effective date of termination.

1430 **ARTICLE 17: HOURS**

1431 17.1 The normal work day shall be eight (8) hours; the normal work week shall
1432 consist of not more than five (5) consecutive days, Monday through
1433 Friday, for current employees. The District may change any employee's
1434 work week to include Saturday and/or Sunday when it is necessary to
1435 perform work which cannot reasonably be performed during regular work
1436 week. Employees affected by such change in work week shall receive at
1437 least two (2) weeks advance notice of any proposed change in work week
1438 unless an emergency situation exists. In the event the change in work
1439 week results in an employee being scheduled to work Saturday and/or
1440 Sunday for a period of two (2) months or longer, such employee shall
1441 receive one (1) additional day of vacation in lieu of premium pay on an
1442 annual basis for as long s the employee is assigned to the altered work
1443 week schedule.

1444 17.2 If the District makes scheduled changes for unit members in order to meet
1445 the optional needs in the District, the District shall provide the Chief
1446 Steward and the affected unit member written notice of the schedule
1447 change at least 72-hours before the effective date of the schedule change.

1448 17.3 During normal calendar schedule changes (e.g., changes between regular
1449 and summer sessions), the District is not required to provide written notice
1450 to employees of changes in scheduled hours.

1451 17.4 Nothing herein shall prohibit the District from establishing a work week of
1452 other than Monday through Friday for vacant or newly created positions.
1453 In such cases, the provisions contained herein above do not apply with
1454 regard to notice or the extra day of vacation.

1455 17.5 **Overtime**

1456 17.5.1 Overtime shall be paid only if it is approved by the supervisor.
1457 Authorized overtime shall be compensated at the rate of one
1458 and one-half times the regular rate for all hours worked in
1459 excess of eight (8) hours per day or forty (40) hours per week.
1460 Employees whose work day is four (4) hours or more shall be
1461 compensated at the overtime rate for work performed on the
1462 sixth and seventh consecutive day of work. An employee
1463 having an average work day of less than four (4) hours during a
1464 work week shall be compensated at the overtime rate for any
1465 work performed on the seventh consecutive day.

1466 17.5.2 Overtime shall be distributed equally as practical among
1467 employees within each department. However, nothing herein
1468 shall be construed as limiting a supervisor from assigning
1469 overtime to employees whose specific skills or residency meet
1470 the needs of the District in any particular circumstance.

1471 17.6 **Hours Worked**

1472 For the purpose of computing the number of hours worked, all time
1473 worked during which an employee is in an authorized paid status shall be
1474 computed to the nearest one-quarter (1/4) hour.

1475 17.7 **Part-Time Employees**

1476 17.7.1 An employee who works a minimum of thirty (30) minutes per
1477 day in excess of his part-time assignment for a period of twenty
1478 (20) consecutive working days or more shall have the
1479 employee's basic assignment changed to reflect the longer
1480 hours in order to acquire future benefits on a properly prorated
1481 basis.

1482 17.7.2 Exclusive of overtime, when a part-time employee's average
1483 paid time exceeds the employee's average assigned time by
1484 fifty (50) minutes or more per working days in any quarter, the
1485 hours paid per day for compensable leaves of absence and
1486 holidays in the succeeding quarter shall be equivalent to the
1487 average hours paid per working day in the preceding quarter,
1488 excluding overtime.

1489 17.8 **Shift Differential**

1490 17.8.1 A full-time employee shall receive a five percent (5%) shift
1491 differential above the regular rate of pay for all hours worked
1492 after 3:00 p.m., provided that such employee's regular work shift
1493 schedule consists of at least five (5) hours) per day after 3:00
1494 p.m. Part-time employees whose regular work shift is entirely
1495 scheduled after 3:00 p.m. shall receive a five percent (5%) shift
1496 differential above the regular rate of pay.

1497 17.8.2 Payment of overtime for hours worked under shift differential
1498 shall be computed at one and one-half times the base rate, not
1499 the differential rate.

1500 17.8.3 See Article 8 for provision on middle school custodian
1501 differential.

1502 17.9 **Summer Work**

1503 17.9.1 Employees who normally work less than twelve (12) months,
1504 and who apply for or request summer work in their regular
1505 classification, shall be given first consideration for such work.
1506 Employees who normally work less than twelve (12) months and
1507 who apply for or request summer work in a different
1508 classification, shall next be considered for such work, if
1509 qualified. Employees who perform summer work ad who

1510 normally work less than twelve months, shall accrue sick leave
1511 and vacation in the same manner as those benefits are accrued
1512 in that classification during the normal work year.

1513 17.9.2 Bus drivers and food service workers not assigned work in the
1514 month of August will be allowed to sign-up for extra work,
1515 including grounds work and clean-up. Bus drivers and food
1516 service workers will be assigned the extra work before a
1517 substitute is hired by the District to perform the work. Unit
1518 members who want to be considered for extra work during
1519 August must notify their immediate supervisor no later than
1520 June 1 in order to be considered for work in August. It shall be
1521 the responsibility of the bus driver and food service worker to
1522 indicate his/her specific weekly period of work request: (i.e.,
1523 week of August 2-6; week of August 9-13; etc.) Bus drivers and
1524 food service workers requesting extra work in the month of
1525 August will be required to perform the extra work if assigned.

1526 **ARTICLE 18: LUNCH PERIOD, REST PERIODS, CALL**
1527 **BACK – CALL IN**

1528 18.1 Employees scheduled to a work day in excess of four (4) hours shall be
1529 entitled to a duty free lunch period of not less than one-half (1/2) hour nor
1530 more than one (1) hour. The specific time for lunch shall be determined
1531 by the employee's immediate supervisor. When schedule permits, such
1532 lunch period should be arranged for approximately mid-shift. Such lunch
1533 period does not count toward the scheduled hours to be worked. In the
1534 event an employee is denied a lunch period and required to work by the
1535 immediate supervisor, such employee shall be given a shortened work
1536 day in the commensurate amount of time such employee worked during
1537 the lunch period.

1538 18.2 **Rest Periods**

1539 18.2.1 Employees who work eight (8) hours per day shall be allowed
1540 two (2) fifteen (15) minute rest periods per day to be scheduled
1541 by the employee's immediate supervisor. Employees who work
1542 from four (4) to eight (8) hours shall be allowed rest periods on a
1543 prorated basis to be scheduled by the employee's immediate
1544 supervisor.

1545 18.2.2 Rest periods are a part of the regular work day and shall be
1546 compensated at the regular rate of pay for the employee

1547 18.3 **Call Back – Call In**

1548 18.3.1 The District shall attempt to apply the provisions of this section
1549 to employees who volunteer to be subject to call back or call in.
1550 In the event of an emergency, employees who have not agreed
1551 to volunteer may be obligated to report to work pursuant to
1552 these provisions.

1553 18.3.2 A full-time employee called back to work after completion of the
1554 employee's regular assignment shall be compensated for a
1555 minimum of two (2) hours of work at the overtime rate. Part-
1556 time employees called back to work after completion of the
1557 employee's regular assignment shall be compensated for a
1558 minimum of two (2) hours of work at the employee's appropriate
1559 rate of pay. Any employee who reports to work in a condition
1560 which makes the employee unfit to perform the assigned duties
1561 shall not be entitled to Call In Time Pay.

1562 **ARTICLE 19: OUT OF CLASSIFICATION WORK**

- 1563 19.1 Bargaining unit employees shall not be required to perform duties which
1564 are not fixed and prescribed for their classification, unless the duties
1565 reasonably relate to those fixed for the class, and shall be paid from the
1566 first day on in the performance of any out of classification work.
- 1567 19.2 A bargaining unit employee may be required to perform duties inconsistent
1568 with those assigned to the class for a period of more than five (5) working
1569 days. The District agrees to pay the employee doing out of classification
1570 work the first day he/she is required to work in a higher class and in such
1571 amounts as will provide for at least five percent (5%) salary differential.
- 1572 19.3 Notwithstanding the above, whenever the Bus Dispatcher performs the
1573 duties of the Transportation Supervisor for any period of time which
1574 exceeds two (2) working days within a 15-calendar day period, shall have
1575 his/her salary adjusted by five percent (5%) for the entire period he/she is
1576 required to work.
- 1577 19.4 Employees who are temporarily assigned to a lower classification shall
1578 suffer no reduction in pay or hours as a result of the temporary
1579 assignment.
- 1580 19.5 As used in this Article, "classification" shall be defined as any group of
1581 positions sufficiently similar in duties, responsibilities, and authority that
1582 the same job title, minimum qualifications and salary range are
1583 appropriate for all positions in the classification.
- 1584 19.6 **Summer School**
- 1585 19.6.1 Employees who are not normally assigned during the summer
1586 or intersession periods shall be eligible to apply for Summer
1587 School or intersession positions. Such employees shall be
1588 assigned by the District as needed, subject to the employee
1589 selected having the specific qualifications and skills necessary
1590 to satisfy the service needs of the District in any particular
1591 circumstance.
- 1592 19.6.2 An employee so selected shall receive on a pro rata basis, the
1593 compensation and benefits, which are applicable to that
1594 classification during the regular year.

1595 **ARTICLE 20: HOLIDAYS**

1596 20.1 Employees shall be entitled to be paid 16 legal holidays as follows:

DATES	HOLIDAYS
January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr. Day
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
The Friday before Easter	Good Friday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veteran's Day
Wednesday before Thanksgiving	Day in lieu of Admission Day
Third Thursday in November	Thanksgiving Day
Friday after Thanksgiving	Day after Thanksgiving Day
December 24	Day before Christmas
December 25	Christmas Day
December 26	Day after Christmas Day
December 31	New Year's Eve Day

1597 20.2 When a legal holiday listed above falls on a Sunday, the following Monday
1598 shall be deemed a holiday. When a legal holiday listed above falls on a
1599 Saturday, the preceding Friday shall be deemed a holiday.

1600 20.3 When consecutive holidays, such as December 24th and 25th, fall on a
1601 Friday and Saturday, or on a Sunday and Monday, the District will grant
1602 the local holiday on Thursday or Tuesday.

1603 20.4 The Board of Trustees may require unit members to work (at the regular
1604 rate of pay) on February 12, the third Monday in February, the last
1605 Monday in May, September 9, or November 11, provided: (1) the action is
1606 taken prior to July 1 of any year, and (2) that an alternate day within the
1607 school year is given as the holiday. The day selected as the alternate day
1608 must provide a three-day weekend, and it must be selected when
1609 employees entitled to the original holiday are also entitled to the alternate
1610 holiday. If an employee is required to work on that day with no alternate
1611 day designated, he/she shall, in addition to regular pay, be paid time and
1612 one-half.

1613 **ARTICLE 21: SAFETY**

1614 21.1 Every effort shall be made to maintain healthful and safe conditions at all
1615 work stations. Unit members shall not be required to work under unsafe
1616 conditions or to perform tasks, which endanger their health, safety, or well
1617 being.

1618 21.1.1. It shall be the responsibility for unit members to report unsafe,
1619 hazardous or unsanitary conditions as soon as possible to their
1620 supervisor.

1621 21.1.2 Unsafe, hazardous, or unsanitary conditions shall be corrected
1622 as soon as possible.

1623 21.2 Designated classifications are to receive one pair of safety shoes that
1624 meet OSHA standards once a year. Management will select styles of
1625 shoe or boot to be worn. Employees at their option and expense may
1626 select a different style safety shoe so long as the shoe meets OSHA
1627 standards. Employees shall be required to wear the purchased shoe at all
1628 times. Teamsters' shop steward to meet with the Director of School
1629 Facilities to identify shoe or boot approved section.

1630 21.3 The District's central safety committee shall include in its membership one
1631 employee selected by the Union and one non-management employee
1632 selected from Food Services.

1633 **ARTICLE 22: TRANSPORTATION**

1634 22.1 This Article is intended to address itself to some of the unique situations
1635 that exist within the Transportation Department, and the provisions herein
1636 shall not apply generally District-wide.

1637 22.2 **Buses**

1638 Buses are assigned after bid by seniority. Bus assignments may change
1639 when it becomes necessary to do so in order to accommodate students
1640 with special needs.

1641 22.3 **Shifts**

1642 Each transportation shift shall be of a minimum duration as stated below.
1643 Route assignments are made up of shifts as described below. All routes
1644 and buses shall be assigned by seniority upon bid by all qualified bus
1645 drivers. Such bid will occur annually at the beginning of the school year.

1646 22.4 **Hours**

1647 22.4.1 Hours worked shall include periods of driving and non-driving
1648 times as stated below. Employees in a paid status shall be
1649 expected to perform duties and any additional runs, trips, or
1650 assignments which may be assigned during that shift and if the
1651 additional assigned time exceeds the normal shift, such time
1652 shall be added to the employee's assigned shift time for that
1653 day.

1654 22.4.2 **Special Trips Layover Times**

1655 All periods of non-driving time while on special trips shall be
1656 considered paid time. Special trip hours shall be added to
1657 normally assigned hours, including any layover periods, except
1658 for a lunch period. All special trips on days not normally worked
1659 shall be paid for a minimum of two (2) hours.

1660 22.5 **Morning Shift**

1661 22.5.1 The morning shift shall be paid at a minimum of two (2) hours
1662 duration, including but not limited to the following:

- 1663
- Check-out and warm-up time
 - Scheduled routes
 - Time for necessary administrative duties and clean-up of equipment.
- 1664
- 1665
- 1666

1667 22.6 **Mid-Day Shift**

1668 The mid-day shift shall be paid at a minimum of one and one-half (1-1/2)
1669 hours duration with an unpaid, uninterrupted, duty-free lunch period taken
1670 at the end of the shift, unless the supervisor determined that
1671 circumstances require the lunch period to be taken in the middle of the
1672 shift.

1673 22.7 Shift time shall include but not be limited to the following:

- 1674 • Warm-up and preparation
- 1675 • Scheduled routes
- 1676 • Time for necessary administrative duties and clean-up of equipment.
- 1677 • If an employee is given an additional assignment that interferes with
1678 taking of a lunch break during or after the shift, the employee shall be
1679 compensated in accordance with the Section of Hours and Overtime.

1680 22.8 **Special Trips**

1681 22.8.1 Drivers who receive notification of a cancellation less than six
1682 (6) working hours prior to their scheduled departure time shall
1683 receive two (2) hours of pay at the appropriate rate. The special
1684 trip shall include but not be limited to the following:

- 1685 • Check-out and warm-up time
- 1686 • Driving time to and from departure point and a scheduled trip
- 1687 • Time necessary for administrative duties and clean—up of
1688 equipment.

1689 22.8.2 In the event that a trip return is later than scheduled, the driver
1690 shall notify the dispatcher in writing.

1691 22.9 **Extra Work**

1692 22.9.1 The Director of School Facilities shall assign drivers to extra
1693 work on the basis of the needs of the District and the availability
1694 and qualifications of the individual employees. Extra work
1695 assignments should be distributed as equitably as possible
1696 within the above structure. An employee list shall be posted
1697 monthly which indicates the number of extra work hours each
1698 driver has been assigned during the month.

1699 Drivers who work a field trip on a Saturday or Sunday shall
1700 receive a minimum of four (4) hours of pay.

1701 22.10 **Notice of Extra Work**

1702 The dispatcher shall notify the employees, in writing, of routine additional
1703 work assignments (field trips and run coverage for same) on the morning
1704 of the day preceding the assignment, when possible. Emergency
1705 assignment of coverage shall be given as the dispatcher becomes aware
1706 of the need.

1707 22.11 **Employee Availability**

1708 Drivers shall make every reasonable effort to be available for extra work
1709 that may be assigned between 7:00 a.m. and 5:00 p.m. Drivers shall give
1710 the dispatcher no less than one (1) week notice, in writing, of medical-
1711 dental appointments, educational activities, court appearances, etc.,
1712 unless personal emergency conditions exist. A master calendar for driver
1713 availability shall be posted in the dispatcher's office. Refusal to accept
1714 additional work assignments may result in assignments not being offered
1715 and/or disciplinary action taken.

1716 22.12 **Training & Upgrading Of Certificate**

1717 The individual driver shall cooperate with the Transportation Department
1718 in an effort to upgrade the driver's experience and training. It shall be,
1719 however, at the discretion of the Transportation Supervisor and the
1720 dispatcher to determine assignments, regardless of that driver's license
1721 status. Time used in training conducted by the District for this purpose
1722 shall be paid at the appropriate rate.

1723 22.13 **Training**

1724 The Transportation Department shall conduct training and safety meetings
1725 once a month during the school year. These meetings shall be held to
1726 provide notice of new laws and related matters as they become binding,
1727 and to improve standards of defensive driving skills, care of equipment,
1728 and introduction of new equipment (or made available). Training classes
1729 shall be held to meet renewal requirements and may be held to train new
1730 drivers when such circumstances require it. All training and safety
1731 meetings shall be paid for time at the applicable rate. If a meeting has to
1732 be cancelled, management will give as much notice as possible to permit
1733 drivers time to adjust their schedules. Commencing in school year 1989-
1734 90 a mandatory in-service for Drivers, Mechanics and Dispatcher shall be
1735 scheduled by the District on one of the school improvement program in-
1736 service days for teachers. This training day shall be at least two hours in
1737 duration.

1738 22.14 **Examinations**

1739 Time spent taking the driving license examination shall be paid at the
1740 applicable rate provided the employee passes the license examination.

1741 22.15 **Driver Responsibility**

1742 The employee shall be responsible for obtaining and maintaining all
1743 licenses and certifications necessary to qualify as a driver for the District.
1744 The District shall make available to the employee materials and instruction
1745 for the maintenance of the license and certificates applicable to this
1746 Article.

1747 22.16 **Language Development Assignment Overtime**

1748 Language regarding assignment of overtime procedures to be developed
1749 between the Teamsters and District in side negotiations. The District will
1750 provide language depicting of the status quo procedures for the
1751 assessments of weekend runs and weekday runs. Meetings will be
1752 scheduled as necessary.

1753 **ARTICLE 23: BARGAINING UNIT WORK**

1754 Contracts for Services - Written notice that the District intends to award a
1755 contract for services which directly affects the bargaining unit member's work
1756 assignment shall be given to the Union prior to the contract being awarded.

1757 **ARTICLE 24: AFTER HOURS/ON-CALL SYSTEM**

- 1758 24.1 The Union and the District agree to an on-call system for bargaining unit
1759 members to accept calls related to break-ins or other emergencies at
1760 other than normal working hours.
- 1761 24.2 The Union and the District agree that the maintenance of these guidelines
1762 should result in a fair distribution of on-call opportunities for participating
1763 unit members. Unit members who wish to participate will be placed on an
1764 on-call list maintained by the District.
- 1765 24.3 To be qualified to provide on-call services pursuant to this Article, a unit
1766 member must be approved by the Director of Facilities or designee, and
1767 be assigned to one of the following classifications: Custodian (Night or
1768 Lead Day), Maintenance-Grounds Worker, Maintenance Worker III, or
1769 Energy Technician.
- 1770 24.4 Each month the list will rotate so that the unit member who is first on the
1771 list one month will be placed last on the list the following month, and all
1772 other employees will move up on the list.
- 1773 24.5 The unit member named first on the on-call list will be designated to
1774 receive calls for a period of up to one month. The District designated
1775 security system provider shall contact the unit member to address the
1776 emergency.
- 1777 24.6 The on-call unit member shall follow District procedures for determining
1778 whether the situation requires call-in of a District employee, and
1779 determining what employee should be called in. These procedures must
1780 be consistent with the requirements of Article 18, Section 18.3.
- 1781 24.7 The employee has the responsibility to report all after hours emergency
1782 related calls to the Director of School Facilities. The report should be
1783 submitted the following working day on the District provided form.
- 1784 24.8 A unit member providing on-call services pursuant to this Article 24 shall
1785 be paid a stipend of \$50 per week. This amount will be prorated if the unit
1786 member provides the on-call service for a partial week. This stipend is in
1787 addition to any call back/call in pay the unit member may be entitled to
1788 pursuant to Article 18, Section 18.3 if he/she is required to report to work.

1789 **ARTICLE 25: COMMUNITY SERVICE VOLUNTEER DAYS**

1790 25.1 The Union and District agree as a community service to allow volunteers
1791 in coordination with parents and teachers to do specific clean-up, paint-up
1792 and fix-up of school premises.

1793 25.2 Bargaining unit employees shall be offered the opportunity to supervise
1794 the work. This provision is limited to a maximum of three (3) events each
1795 year at each school site.

1796 25.3 Principals shall be required to notify the Maintenance Department
1797 regarding scheduled volunteer work being performed, in order to assign
1798 the extra work to the bargaining unit member affected.

1799 **ARTICLE 26: COMPENSATION SURVEY**

1800 The parties will work cooperatively to identify, collect, compile, and analyze
1801 information from comparable school districts regarding compensation provided to
1802 employees in those school districts whose job duties are comparable to the job
1803 duties of Teamsters Local 150 bargaining unit positions in the Berryessa Union
1804 School District. The compensation survey shall include, but is not limited to,
1805 salary, longevity, health and welfare benefits contributions, PERS contributions,
1806 and retiree benefits. The parties agree to jointly complete this compensation
1807 survey on or before June 30, 2007, and to consider this data in compensation
1808 negotiations for 2007-2008.

1809 **ARTICLE 27: DISCIPLINE**

- 1810 27.1 The District shall follow the procedures described in Board Policy 4219 in
1811 disciplining unit members. A copy of Board Policy 4219 is attached to this
1812 Agreement as Appendix B. A unit member may appeal disciplinary action
1813 through the procedures set forth in Board Policy 4219, and may not use
1814 the grievance procedures of Article 7 to appeal disciplinary action.
- 1815 27.2 Board Policy 4219 shall be maintained through the duration of this
1816 Agreement. Before the Board modifies Board Policy 4219, the District
1817 shall provide the Union with notice and opportunity to negotiate any
1818 proposed change(s) within the scope of bargaining defined by the
1819 Educational Employment Relations Act. (Government Code Section 3540,
1820 et seq.)

1821 **ARTICLE 28: LAYOFFS**

1822 28.1 **Decision To Lay Off**

1823 A decision to lay off classified employees is solely within the discretion of
1824 the Board of Trustees. A layoff may involve a reduction of an entire
1825 position or a portion of a position.

1826 This Agreement on layoff procedures does not waive the Union's right to
1827 negotiate over the impact or the effects of a particular layoff or reduction in
1828 hours to the extent that this Article does not cover the impact or effects,
1829 nor does it waive the Union's right to negotiate the District's decision to
1830 reduce the regularly assigned hours.

1831 28.2 **Notice To Employees**

1832 28.2.1 Notice of layoff will be given to the Union and the employee
1833 affected at least 60 days prior to the effective date of layoff,
1834 which will be specified in notice. If the District is eliminating
1835 positions at the end of any school year as a result of the
1836 expiration of specifically funded programs, the notice shall be
1837 given by April 29. The notice requirements of this section will
1838 not apply in circumstances specified in Education Code Section
1839 45117(d). (Copy of Education Code Section 45117 is attached
1840 as Appendix C.) If the Education Code notice requirements
1841 change in future years, the Education Code notice requirements
1842 shall prevail over the notice requirements of this section.

1843 28.2.2 The notice shall contain:

- 1844
- The effective date of layoff;
 - A statement of the employee's layoff rights, if any, pursuant to Section 28.4 below, and copies of appropriate Education Code provisions;
 - A statement of re-employment rights pursuant to Section 28.5 and the Education Code; and
- 1848
- The reason for layoff.
- 1849

1851 28.3 **Order of Layoff**

1852 28.3.1 Whenever a classified employee is laid off, the order of layoff
1853 within the classification shall be determined by length of service
1854 in the classification. The employee who has been employed the
1855 shortest time in the classification, plus time in equal and higher
1856 classes, shall be laid off first. For the purposes of this Section

1857 only, "classification" shall be those classifications in Appendix D.
1858 Re-employment shall be in reverse order of layoff.

1859 28.3.2 Any short-term employee whose term of services does not
1860 exceed 45 days at the time of the layoff must be terminated
1861 before the District lays off any classified employee who is
1862 qualified to render the service provided by the short-term
1863 employee.

1864 28.3.3 **Definition Of Length Of Service Seniority**

1865 28.3.3.1 For the purposes of this Section, "length of service"
1866 means first date of paid service in a regular
1867 classification, or a higher or equal classification, as a
1868 permanent or probationary employee. Service as a
1869 substitute or short-term employee shall not count as
1870 first date of paid service.

1871 28.3.3.2 When the first date of paid service is the same,
1872 seniority shall be determined by the total service in
1873 the District. If that total service is the same, then
1874 seniority shall be determined by lot.

1875 28.3.3.3 An employee shall have their date of hire adjusted
1876 whenever there is a break in service. A break in
1877 service for purposes of this Article shall mean: (a)
1878 any resignation or retirement, or (b) any unpaid status
1879 without leave.

1880 28.4 **Displacement Rights**

1881 28.4.1 A permanent employee laid off from his/her present
1882 classification may: (1) fill an open position in that classification;
1883 or (2) if no open position exists, may displace the employee
1884 with least seniority in that classification, having the same or
1885 higher number of hours nearest to the hours of the senior
1886 employee; or (3) may displace the least senior employee with
1887 the same or higher number of hours nearest to the hours of the
1888 senior employee in the next lower classification or equal
1889 classification in which the first employee has previously gained
1890 permanence. A senior employee may not use the displacement
1891 process to increase that employee's regularly assigned hours by
1892 more than two hours per day.

1893 28.4.2 Displacement rights must be exercised within five (5) working
1894 days of notice of layoff. The District and Union will conduct a
1895 joint meeting before the end of this period with the employees
1896 affected by the layoff in order to explain displacement rights.

- 1897 28.4.3 **Service In More Than One Position**
- 1898 Employees may serve in two or more positions as long as the
1899 schedules of those positions are compatible. The combined
1900 hours of these positions will determine the employees' right to
1901 benefits under this Agreement. However, for purposes of layoff
1902 and displacement rights, the employee serving in two or more
1903 positions can only assert the right to each position as if held
1904 separately, and cannot combine the total hours of the separate
1905 positions for asserting displacement rights.
- 1906 28.4.4 If a classified employee scheduled for layoff is qualified to
1907 render the service provided by a short-term employee with a
1908 term exceeding 45 days, the classified employee will be placed
1909 in the short-term position for its duration prior to being laid off.
- 1910 28.5 **Re-Employment Rights**
- 1911 28.5.1 Persons laid off are eligible for re-employment in the class from
1912 which they were laid off for a period of 39 months and shall be
1913 re-employed in preference to new applicants.
- 1914 28.5.2 Employees who take voluntary demotions or voluntary
1915 reductions in assigned time in lieu of layoff shall be granted the
1916 same rights as persons laid off and shall retain eligibility to be
1917 considered for re-employment for an additional period of up to
1918 24 months, provided that the same tests of fitness under which
1919 they qualified for appointment to the class shall still apply.
- 1920 28.5.3 If the District re-employs a unit member as a permanent
1921 employee under the provisions of this Section, it shall disregard
1922 the break in service of the employee and classify him/her as,
1923 and restore him/her to all the rights, benefits and burdens of a
1924 permanent employee in the class to which he/she is reinstated
1925 or re-employed.
- 1926 28.6 **Notification Of Re-Employment Openings**
- 1927 28.6.1 Any unit member who is laid off and is subsequently eligible for
1928 re-employment shall be notified in writing by the District of an
1929 opening in the same or related class held at the time of layoff.
1930 Such notice shall be sent by certified mail to the last address
1931 given the District by the laid off unit member. A copy of the
1932 notice shall be given to the Union. It shall be the responsibility
1933 of the laid off unit member to promptly notify the District of any
1934 change of address. Failure to provide the District with a current
1935 address shall result in the laid off unit member's name being
1936 eliminated from consideration for the open position and shall
1937 constitute an "offer" of employment under Section 28.6.2. The

- 1938 laid off unit member shall become re-eligible for future open
1939 positions, provided the laid off unit member notifies the District
1940 of his/her current address.
- 1941 28.6.2 A laid off unit member shall notify the District of his/her intent to
1942 accept or refuse employment within five (5) working days
1943 following receipt of the re-employment notice. If the laid off unit
1944 member accepts re-employment, he/she shall not be required to
1945 report for work any sooner than ten (10) working days following
1946 receipt of the re-employment notice. Failure to notify the District
1947 within the time limits given, or refusal to accept the offered
1948 position, shall free the District to eliminate the former employee
1949 from consideration for the opening. The former employee shall
1950 be removed from the re-employment list after three (3) bona fide
1951 offers are made for a position in a previously held classification
1952 that is within two (2) hours per day of the last position held by
1953 the former employee.
- 1954 28.7 **Seniority List**
- 1955 The District shall maintain and update a Classified Seniority List. The
1956 Union shall receive a copy of the updated list by April 1 of each year. In
1957 addition, the Union's Chief Steward may request and receive an updated
1958 list.

1959 **ARTICLE 29: PERSONNEL FILES**

1960 29.1 The personnel file of each unit member shall be maintained in Human
1961 Resources. However, this requirement shall not prohibit the attachment
1962 to disciplinary memoranda materials not previously placed in the
1963 personnel file.

1964 29.2 Materials in the personnel files of unit members are to be made available
1965 for the inspection of the unit member involved. A unit member shall have
1966 the right to inspect his/her personnel file upon request, provided that the
1967 request is made at a time when the person is not actually required to
1968 render services to the District. The unit member shall make advance
1969 arrangements with Human Resources to review the personnel file.

1970 29.3 Information of a derogatory nature shall not be entered or filed in the
1971 personnel file unless and until the unit member is given notice and an
1972 opportunity to review and comment thereon. A unit member shall have
1973 the right to enter their comments thereon and have such comments
1974 attached in any derogatory statement.

1975 **ARTICLE 30: SUPPORT OF AGREEMENT**

1976 The District and the Union agree that it is to their mutual benefit to encourage the
1977 resolution of differences through the meet and negotiate process. Therefore, it is
1978 agreed that the District and the Union will support this Agreement for its term and
1979 will not appear before any public bodies to seek changes or improvement in any
1980 matter subject to the meet and negotiation process, except by mutual agreement
1981 of the District and the Union.

1982 **ARTICLE 31: COMPLETION OF NEGOTIATIONS**

1983 31.1 During the term of this Agreement, the Union expressly waives and
1984 relinquishes the right to meet and negotiate, and agrees that the District
1985 shall not be obligated to meet and negotiate with respect to any subject or
1986 matter whether or not referred to or covered in this Agreement. It is
1987 understood by the Union and the District that current Board policies which
1988 specifically relate to the negotiable areas delineated in the Educational
1989 Employment Relations Act will remain in full force and effect during the
1990 term of this Agreement.

1991 31.2 The District will provide all school and department sites five (5) copies of
1992 the negotiated agreement within 60 calendar days. The agreement will be
1993 made available for bargaining unit members' reference. In addition, the
1994 agreement will be posted on the District's web site.

1995 31.3 A copy of this contract will be sent to the Public Employment Relations
1996 Board (PERB) to comply with Section 32120 of PERB Regulations
1997 (California Administrative Code).

1998 **ARTICLE 32: SAVINGS PROVISIONS**

1999 If any provisions of this Agreement are held to be contrary to law by a court of
2000 competent jurisdiction, such provisions will not be deemed valid and subsisting
2001 except to the extent permitted by law, but all other provisions will continue in full
2002 force and effect.

2003 **ARTICLE 33: TERM AND EXECUTION OF AGREEMENT**

2004 33.1 This Agreement entered into and effective upon ratification shall remain in
2005 effect from July 1, 2016 up to and including June 30, 2019. This
2006 Agreement shall remain in effect unless either party gives written notice of
2007 a desire to reopen, modify, amend, or terminate.

2008 33.2 Notwithstanding Article 31, for the 2017-2018 and 2018-2019 years, the
2009 parties agree to re-open Article 8 (Compensation and Benefits), and up to
2010 two (2) additional articles selected by each party.

2011 33.3 This Agreement is a result of good faith meeting and negotiating between
2012 Teamsters, Local 150 and the District, and was ratified by the Union on
2013 and was approved by the Berryessa Union School District Board of
2014 Trustees on April 12, 2016.

2015 FOR THE
2016 BERRYESSA UNION SCHOOL DISTRICT

FOR THE
TEAMSTERS, LOCAL 150

2017 _____
2018 Douglas Staine, Ed.D.
2019 Assistant Superintendent of Human Resources

Pete Reyes, Jr.,
Chief Job Steward

2020 Date: _____

Date: _____

2021

2022
2023
2024

Alan Daurie
Business Representative

2025

Date: _____

2026

2027

2028

APPENDIX A-1: 2014-2015 SALARY SCHEDULE

TEAMSTERS UNION - LOCAL 150																		
2014-2015 Effective July 1, 2014 5.5%																		
Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 1	Step 2	Step 3	Step 4	Step 5							
30.0	2187 (12.57)	2,272 (13.06)	2,363 (13.59)	2,457 (14.13)	2,555 (14.69)	2,664 (15.32)	30.5	2286 (13.14)	2,352 (13.52)	2,462 (14.16)	2,556 (14.70)	2,655 (15.27)	2,765 (15.90)					
31.0	2190 (12.59)	2,284 (13.13)	2,383 (13.70)	2,492 (14.33)	2,593 (14.91)	2,701 (15.53)	32.0	2383 (13.70)	2,492 (14.33)	2,593 (14.91)	2,701 (15.53)	2,824 (16.24)	2,957 (17.00)					
32.0	2383 (13.70)	2,492 (14.33)	2,593 (14.91)	2,701 (15.53)	2,824 (16.24)	2,957 (17.00)	33.0	3110 (17.88)	3,247 (18.67)	3,381 (19.44)	3,521 (20.24)	3,656 (21.02)	3,793 (21.81)					
33.0	3110 (17.88)	3,247 (18.67)	3,381 (19.44)	3,521 (20.24)	3,656 (21.02)	3,793 (21.81)	34.0	2658 (15.28)	2,773 (15.94)	2,892 (16.63)	3,020 (17.36)	3,161 (18.18)	3,296 (18.95)					
34.0	2658 (15.28)	2,773 (15.94)	2,892 (16.63)	3,020 (17.36)	3,161 (18.18)	3,296 (18.95)	35.0	2981 (17.14)	3,100 (17.82)	3,225 (18.54)	3,362 (19.33)	3,505 (20.15)	3,651 (20.99)					
35.0	2981 (17.14)	3,100 (17.82)	3,225 (18.54)	3,362 (19.33)	3,505 (20.15)	3,651 (20.99)	36.0	3130 (18.00)	3,252 (18.70)	3,381 (19.44)	3,514 (20.20)	3,650 (20.99)	3,795 (21.82)					
36.0	3130 (18.00)	3,252 (18.70)	3,381 (19.44)	3,514 (20.20)	3,650 (20.99)	3,795 (21.82)	36.5	3183 (18.30)	3,322 (19.10)	3,465 (19.92)	3,604 (20.72)	3,743 (21.52)	3,887 (22.35)					
36.5	3183 (18.30)	3,322 (19.10)	3,465 (19.92)	3,604 (20.72)	3,743 (21.52)	3,887 (22.35)	37.0	3044 (17.50)	3,173 (18.24)	3,300 (18.97)	3,435 (19.75)	3,570 (20.53)	3,715 (21.36)					
37.0	3044 (17.50)	3,173 (18.24)	3,300 (18.97)	3,435 (19.75)	3,570 (20.53)	3,715 (21.36)	37.5	3106 (17.86)	3,238 (18.62)	3,364 (19.34)	3,496 (20.10)	3,639 (20.92)	3,780 (21.73)					
37.5	3106 (17.86)	3,238 (18.62)	3,364 (19.34)	3,496 (20.10)	3,639 (20.92)	3,780 (21.73)	38.0	2957 (17.00)	3,084 (17.73)	3,218 (18.50)	3,369 (19.37)	3,526 (20.27)	3,671 (21.11)					
38.0	2957 (17.00)	3,084 (17.73)	3,218 (18.50)	3,369 (19.37)	3,526 (20.27)	3,671 (21.11)	38.5	2959 (17.01)	3,105 (17.85)	3,265 (18.77)	3,429 (19.72)	3,595 (20.67)	3,780 (21.73)					
38.5	2959 (17.01)	3,105 (17.85)	3,265 (18.77)	3,429 (19.72)	3,595 (20.67)	3,780 (21.73)	39.0	3218 (18.50)	3,373 (19.39)	3,526 (20.27)	3,671 (21.11)	3,842 (22.09)	4,013 (23.07)					
39.0	3218 (18.50)	3,373 (19.39)	3,526 (20.27)	3,671 (21.11)	3,842 (22.09)	4,013 (23.07)	40.0	3373 (19.39)	3,526 (20.27)	3,671 (21.11)	3,842 (22.09)	4,013 (23.07)	4,200 (24.15)					
40.0	3373 (19.39)	3,526 (20.27)	3,671 (21.11)	3,842 (22.09)	4,013 (23.07)	4,200 (24.15)	41.0	3526 (20.27)	3,671 (21.11)	3,842 (22.09)	4,013 (23.07)	4,200 (24.15)	4,382 (25.20)					
41.0	3526 (20.27)	3,671 (21.11)	3,842 (22.09)	4,013 (23.07)	4,200 (24.15)	4,382 (25.20)	42.0	3671 (21.11)	3,842 (22.09)	4,013 (23.07)	4,200 (24.15)	4,382 (25.20)	4,585 (26.36)					
42.0	3671 (21.11)	3,842 (22.09)	4,013 (23.07)	4,200 (24.15)	4,382 (25.20)	4,585 (26.36)	43.0	3657 (21.03)	3,811 (21.91)	3,966 (22.80)	4,118 (23.68)	4,273 (24.57)	4,429 (25.47)					
43.0	3657 (21.03)	3,811 (21.91)	3,966 (22.80)	4,118 (23.68)	4,273 (24.57)	4,429 (25.47)	44.0	3783 (21.75)	3,954 (22.73)	4,133 (23.76)	4,328 (24.89)	4,515 (25.96)	4,725 (27.17)					
44.0	3783 (21.75)	3,954 (22.73)	4,133 (23.76)	4,328 (24.89)	4,515 (25.96)	4,725 (27.17)	Group Position						Group Position					
39.0	A.V. Technician						32.0	Food Services Assistant II										
39.0	Bus Dispatcher (Lead)						36.0	Grounds Worker										
37.5	Bus Driver						38.0	Grounds Worker II										
38.0	Bus Driver/Mechanic II						43.0	Grounds Worker-Lead										
42.0	Bus Driver/Trainer						43.0	Maintenance Worker III										
40.0	Computer Repair Technician I						40.0	Maintenance-Grounds Worker										
44.0	Computer Repair Technician II						44.0	Mechanic (Lead)										
35.0	Custodian (Night)						41.0	Mechanic III										
34.0	Custodian (Non-Lead Day)						36.0	Mower Operator										
37.0	Custodian-Lead						32.0	Reprographic Assistant										
36.5	Delivery Person						42.0	Transportation Coordinator										
40.0	District Reprographics Technician						35.0	Utility Crew										
44.0	Energy Technician						40.0	Warehouse Worker (Lead)										
30.5	Food Services Assistant I																	

Board Approve date: January 20, 2015

Signature  Date 1/22/2015

APPENDIX A-2: 2015-2016 SALARY SCHEDULE

Appendix A-2

TEAMSTERS UNION - LOCAL 150													
2015-2016 Effective July 1, 2015 4%													
Group	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6		
30.0	2274	(13.07)	2,363	(13.59)	2,458	(14.13)	2,555	(14.69)	2,657	(15.28)	2,771	(15.93)	
30.5	2377	(13.67)	2,446	(14.06)	2,560	(14.72)	2,658	(15.28)	2,761	(15.88)	2,876	(16.54)	
31.0	2278	(13.10)	2,375	(13.66)	2,478	(14.25)	2,592	(14.90)	2,697	(15.51)	2,809	(16.15)	
32.0	2478	(14.25)	2,592	(14.90)	2,697	(15.51)	2,809	(16.15)	2,937	(16.89)	3,075	(17.68)	
33.0	3234	(18.59)	3,377	(19.42)	3,516	(20.22)	3,662	(21.06)	3,802	(21.86)	3,945	(22.68)	
34.0	2764	(15.89)	2,884	(16.58)	3,008	(17.30)	3,141	(18.06)	3,287	(18.90)	3,428	(19.71)	
35.0	3100	(17.82)	3,224	(18.54)	3,354	(19.28)	3,496	(20.10)	3,645	(20.96)	3,797	(21.83)	
36.0	3255	(18.72)	3,382	(19.45)	3,516	(20.22)	3,655	(21.02)	3,796	(21.83)	3,947	(22.69)	
36.5	3310	(19.03)	3,455	(19.87)	3,604	(20.72)	3,748	(21.55)	3,893	(22.38)	4,042	(23.24)	
37.0	3166	(18.20)	3,300	(18.97)	3,432	(19.73)	3,572	(20.54)	3,713	(21.35)	3,864	(22.22)	
37.5	3230	(18.57)	3,368	(19.37)	3,499	(20.12)	3,636	(20.91)	3,785	(21.76)	3,931	(22.60)	
38.0	3075	(17.68)	3,207	(18.44)	3,347	(19.24)	3,504	(20.15)	3,667	(21.08)	3,818	(21.95)	
38.5	3077	(17.69)	3,229	(18.57)	3,396	(19.53)	3,566	(20.50)	3,739	(21.50)	3,931	(22.60)	
39.0	3347	(19.24)	3,508	(20.17)	3,667	(21.08)	3,818	(21.95)	3,996	(22.98)	4,174	(24.00)	
40.0	3508	(20.17)	3,667	(21.08)	3,818	(21.95)	3,996	(22.98)	4,174	(24.00)	4,368	(25.11)	
41.0	3667	(21.08)	3,818	(21.95)	3,996	(22.98)	4,174	(24.00)	4,368	(25.11)	4,557	(26.20)	
42.0	3818	(21.95)	3,996	(22.98)	4,174	(24.00)	4,368	(25.11)	4,557	(26.20)	4,768	(27.41)	
43.0	3803	(21.87)	3,963	(22.79)	4,125	(23.72)	4,283	(24.63)	4,444	(25.55)	4,606	(26.48)	
44.0	3934	(22.62)	4,112	(23.64)	4,298	(24.71)	4,501	(25.88)	4,696	(27.00)	4,914	(28.25)	
Group	Position												
39.0	A.V. Technician												
39.0	Bus Dispatcher (Lead)												
37.5	Bus Driver												
38.0	Bus Driver/Mechanic II												
42.0	Bus Driver/Trainer												
40.0	Technology Support Specialist I												
44.0	Technology Support Specialist II												
46.0	Technology Support Specialist III												
35.0	Custodian (Night)												
34.0	Custodian (Non-Lead Day)												
37.0	Custodian-Lead												
36.5	Delivery Person												
40.0	District Reprographics Technician												
44.0	Energy Technician												
30.5	Food Services Assistant I												
32.0	Food Services Assistant II												
36.0	Grounds Worker												
38.0	Grounds Worker II												
43.0	Grounds Worker-Lead												
43.0	Maintenance Worker III												
40.0	Maintenance-Grounds Worker												
44.0	Mechanic (Lead)												
41.0	Mechanic III												
36.0	Mower Operator												
32.0	Reprographic Assistant												
42.0	Transportation Coordinator												
35.0	Utility Crew												
40.0	Warehouse Worker (Lead)												

Board Approve date: April 12, 2016

Signature:  Date: 5/10/16

APPENDIX A-3: 2016-2017 SALARY SCHEDULE

Appendix A-3

TEAMSTERS UNION - LOCAL 150 2016-2017 Effective July 1, 2016 3.75%

Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
30.0	2,359 (13.56)	2,452 (14.10)	2,550 (14.66)	2,651 (15.24)	2,757 (15.85)	2,875 (16.53)
30.5	2,466 (14.18)	2,538 (14.59)	2,656 (15.27)	2,758 (15.86)	2,865 (16.47)	2,984 (17.16)
31.0	2,363 (13.59)	2,464 (14.17)	2,571 (14.78)	2,689 (15.46)	2,798 (16.09)	2,914 (16.75)
32.0	2,571 (14.78)	2,689 (15.46)	2,798 (16.09)	2,914 (16.75)	3,047 (17.52)	3,190 (18.34)
33.0	3,355 (19.29)	3,504 (20.15)	3,648 (20.98)	3,799 (21.84)	3,945 (22.68)	4,093 (23.53)
34.0	2,868 (16.49)	2,992 (17.20)	3,121 (17.95)	3,259 (18.74)	3,410 (19.61)	3,557 (20.45)
35.0	3,216 (18.49)	3,345 (19.23)	3,480 (20.01)	3,627 (20.85)	3,782 (21.75)	3,939 (22.65)
36.0	3,377 (19.42)	3,509 (20.18)	3,648 (20.98)	3,792 (21.80)	3,938 (22.64)	4,095 (23.55)
36.5	3,434 (19.74)	3,585 (20.61)	3,739 (21.50)	3,889 (22.36)	4,039 (23.22)	4,194 (24.11)
37.0	3,285 (18.89)	3,424 (19.69)	3,561 (20.47)	3,706 (21.31)	3,852 (22.15)	4,009 (23.05)
37.5	3,351 (19.27)	3,494 (20.09)	3,630 (20.87)	3,772 (21.69)	3,927 (22.58)	4,078 (23.45)
38.0	3,190 (18.34)	3,327 (19.13)	3,473 (19.97)	3,635 (20.90)	3,805 (21.88)	3,961 (22.77)
38.5	3,192 (18.35)	3,350 (19.26)	3,523 (20.26)	3,700 (21.27)	3,879 (22.30)	4,078 (23.45)
39.0	3,473 (19.97)	3,640 (20.93)	3,805 (21.88)	3,961 (22.77)	4,146 (23.84)	4,331 (24.90)
40.0	3,640 (20.93)	3,805 (21.88)	3,961 (22.77)	4,146 (23.84)	4,331 (24.90)	4,532 (26.06)
41.0	3,805 (21.88)	3,961 (22.77)	4,146 (23.84)	4,331 (24.90)	4,532 (26.06)	4,728 (27.18)
42.0	3,961 (22.77)	4,146 (23.84)	4,331 (24.90)	4,532 (26.06)	4,728 (27.18)	4,947 (28.44)
43.0	3,946 (22.69)	4,112 (23.64)	4,280 (24.61)	4,444 (25.55)	4,611 (26.51)	4,779 (27.48)
44.0	4,082 (23.47)	4,266 (24.53)	4,459 (25.64)	4,670 (26.85)	4,872 (28.01)	5,098 (29.31)
45.0	4,225 (24.29)	4,415 (25.39)	4,615 (26.54)	4,833 (27.79)	5,043 (29.00)	5,276 (30.34)
46.0	4,373 (25.14)	4,570 (26.28)	4,777 (27.47)	5,003 (28.77)	5,219 (30.01)	5,461 (31.40)

Group Position	Group Position
39.0 A.V. Technician	32.0 Food Services Assistant II
39.0 Bus Dispatcher (Lead)	36.0 Grounds Worker
37.5 Bus Driver	38.0 Grounds Worker II
38.0 Bus Driver/Mechanic II	43.0 Grounds Worker-Lead
42.0 Bus Driver/Trainer	43.0 Maintenance Worker III
40.0 Technology Support Specialist I	40.0 Maintenance-Grounds Worker
44.0 Technology Support Specialist II	44.0 Mechanic (Lead)
46.0 Technology Support Specialist III	41.0 Mechanic III
37.0 Custodian	36.0 Mower Operator
36.5 Delivery Person	32.0 Reprographic Assistant
40.0 District Reprographics Technician	42.0 Transportation Coordinator
44.0 Energy Technician	35.0 Utility Crew
30.5 Food Services Assistant I	40.0 Warehouse Worker (Lead)

Board Approve date: April 12, 2016

Signature *Phumy B. Le* Date 5/10/16

APPENDIX B: BP4219

BP 4219

PERSONNEL: CLASSIFIED

Disciplinary Procedures for Classified Employees

1. Definition of Probationary Period and Permanent Status

- 1.1 All employees in regular positions not requiring certification qualifications shall be classified employees. The following employees are excluded from the classified service: substitute and short-term employees, part-time playground positions, apprentices and professional experts employed on a temporary basis for a specific project and full-time or part-time students employed part-time in any work study or work experience education program which is conducted by the District and financed by state or federal funds.
- 1.2 The probationary period of all members of the classified service shall be as defined in the appropriate collective bargaining agreement, which shall be deemed to include days of absence for illness or injury to which the employee is entitled without loss of pay pursuant to the requirements and authority of Section 45191 of the Education Code.
- 1.3 During the probationary period, any employee in the classified service shall be subject to disciplinary action, including termination. The employee shall not have a right to a hearing regarding any disciplinary action taken during the probationary period.
- 1.4 Upon satisfactory completion of the probationary period, a member of the classified service is designated as a permanent employee who shall be subject to disciplinary action only for cause as prescribed in this policy.

2. Cause for Discipline

A permanent classified employee shall be subject to disciplinary action for cause, including suspension, demotion, and dismissal. Cause for discipline shall include, but is not limited, to the following:

- 2.1 Incompetency or inefficiency.
- 2.2 Absence and/or repeated tardiness without authorization or sufficient reason.

- 2.3 Abuse or misuse of sick leave or any other authorized leave.
- 2.4 Being under the influence of alcohol or controlled substances without authorization while on duty or using or possessing alcohol or controlled substances without authorization while on duty. "Controlled substance" means any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance defined in state federal law. A determination of whether an employee is under the influence of alcohol controlled substances will be based on specific contemporaneous, articulable, observations concerning the employee's appearance, behavior, speech, or body odors and may include indications of the chronic and withdrawal effect of controlled substances.
- 2.5 Insubordination or discourteous treatment toward superiors or other employees.
- 2.6 Dishonesty.
- 2.7 Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, disability, marital status, sex, sexual orientation, or age against members of the public or other employees while acting in the capacity of a District employee.
- 2.8 Unlawful retaliation against any other District officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to actual or suspected violation of any law of this state or the United States occurring on the job or directly related hereto.
- 2.9 Conviction of a felony, any crime involving moral turpitude, or any crime bringing discredit upon the District.
- 2.10 Immoral conduct.
- 2.11 Evident unfitness for service.
- 2.12 Physical or mental condition unfitting him/her for service.
- 2.13 Violation of or refusal to obey the laws of the state or rules, regulations and policies of the District.
- 2.14 Discourteous treatment of members of the public, students or other employees while on duty.

- 2.15 Conduct in violation of Section 1028 of the Government Code, which provides:
- 2.16 "It shall be sufficient cause for the dismissal of any public employee when such public employee advocates or is knowingly a member of the Communist Party or of an organization which during the time of his/her membership he/she knows advocates overthrow of the government of the United States or any state by force or violence."
- 2.17 Any conduct contrary to the welfare of the schools or the students.
- 2.18 Failure to perform adequately requirements of the position held.
- 2.19 Failure to work with others, to the detriment of the District.
- 2.20 For employees who are required to drive a vehicle in the regular course of their employment:
- Loss of his/her driver's license; or
 - Any restriction or limitations on the employee's driver's license or ability to drive ordered by the Department of Motor Vehicles or any other lawful authority; or
 - Failure to maintain a good personal or business driving record; or
 - Failure to satisfy the insurability requirements of the District's insurance carrier under the District's regular insurance policies. The District's ability to obtain insurance for the employee under a high risk or any policy other than the regular insurance policies does not mitigate this failure.
- 2.21 Neglect of duty.
- 2.22 Material and intentional misrepresentation or concealment of any fact in connection with obtaining employment.
- 2.23 Falsifying any information submitted to the District.
- 2.24 Willful damage to district property, waste of District supplies or equipment, or excessive carelessness with District property or funds.
- 2.25 Misappropriation of district funds or property.
- 2.26 Failure to possess or keep in effect any license, certificate or other similar requirement specified in the law or the employee's class

specification or otherwise necessary for the employee to perform the duties of the position.

3. Progressive Discipline

3.1 Progressive Discipline

The following progressive discipline procedure shall be applied in disciplinary actions, which are generally subject to remediation:

3.1.1 Verbal Counseling/Warning. Verbal counseling/warning may result in a post conference summary memorandum. Any written memorandum shall be placed in the unit member's personnel file. The memorandum shall be clearly labeled, limited to a statement that the meeting took place and the topic discussed.

3.1.2 Written Reprimand. Written reprimands usually shall not be used unless the unit member has been verbally warned about similar actions within the last three (3) preceding years. The unit member shall sign the reprimand to acknowledge receipt and a copy shall be placed in the unit member's personnel file. The unit member has the right to write a response and that response shall be attached to the reprimand and retained in the personnel file.

3.1.3 Suspension Without Pay For Repeated Offenses. Suspension usually shall not be used unless the unit member has received a written reprimand about similar actions.

3.1.4 Demotion or Dismissal. Demotion or dismissal will be used when an employee's conduct does not meet District standards after other progressive discipline procedures have been utilized. However, the District may demote or dismiss an employee without first suspending the employee for similar conduct.

3.2 Discipline Without Progression

Nothing in this provision shall prohibit the District from disciplining a unit member for just cause, up to and including termination in instances where the District determines that remediation is inappropriate.

4. Procedure for Discipline

4.1 Preliminary Written Notice

4.1.1 A permanent classified employee shall receive a preliminary written notice of the proposed discipline. The written notice must contain a specific statement of charges or grounds upon which the proposed disciplinary action is based and the date the proposed disciplinary action will be effective.

4.1.2 Any known written materials, reports or documentation upon which the proposed disciplinary action is based must be attached to the preliminary written notice.

4.1.3 The classified employee shall have the right to respond either orally or in writing within ten (10) calendar days to the Superintendent or his/her designee. The purpose of the meeting shall be to permit the employee to respond to charges against him/her, to offer information regarding the proposed discipline and to examine the materials, if any, on which the proposed action is based.

4.1.4 The Superintendent or designee shall consider the employee's response and recommend within fifteen (15) calendar days that the proposed disciplinary action either be taken or not taken.

4.2 Notice of Intention to Suspend or Demote or Dismiss

Any permanent classified employee against whom suspension without pay or demotion or termination action is initiated by the District shall be given written notice by the Superintendent or his/her designee of the specific charges against him/her. The notice shall contain a statement of the employee's rights to a hearing on such charges. The time within which a hearing may be requested shall not be less than five (5) calendar days after service of the notice on the employee, and the notice shall be accompanied by a paper, the signing and filing of which with the Superintendent or designee shall constitute a demand for a hearing and a denial of all charges. Failure of the employee to file a request for hearing within the time specified shall constitute a waiver of the employee's right to a hearing.

4.3 Employee's Status

4.3.1 Administrative Leave. Any permanent classified employee may be placed on administrative leave from duty with pay pending a determination of whether or not discipline will be recommended by the Superintendent.

4.3.2 Suspension. An employee against whom dismissal is recommended shall be suspended without pay from the date of the intent to dismiss notice until the effective date of his/her dismissal.

4.4 Sex or Narcotics Offenses: Compulsory Leave

4.4.1 Any classified employee charged with the commission of any sex offense as defined in, but not limited to, Education Code Section 44010, or with the commission of any narcotics offense as defined in, but not limited to Education Code Section 44011, may be placed upon compulsory leave of absence pending a final disposition of such charges.

4.4.2 An employee placed on compulsory leave shall continue to be paid his or her regular salary during such leave if he or she furnishes to the District a suitable bond as a guarantee that the employee will repay the salary paid during the compulsory leave in case the employee is convicted of such charges, or fails to return to service following expiration of the compulsory leave. If the employee does not furnish a bond and if the employee is acquitted of such offense or the charges dropped, the District shall pay the employee upon his or her return to service the full amount of salary which was withheld during the compulsory leave.

4.5 Appeal Procedure for Suspension Without Pay or Demotion or Dismissal

4.5.1 Hearing Authority. The hearing will be conducted before a Hearing Officer mutually selected by the Governing Board, or designee, and bargaining unit representative.

4.5.2 Notice of Hearing. The Hearing Officer shall set the matter for hearing and shall give the employee at least twenty (20) calendar days' notice in writing of the date and place of the hearing. The hearing and the Board's consideration of the Hearing Officer's proposed decision shall be conducted in closed session unless the employee requests an open hearing in the employee's written request for a hearing.

4.5.3 Rights of Employee. The employee shall attend any hearing, unless excused by the Hearing Officer, and shall be entitled to:

- 1) be represented by counsel or any other person at the hearing;
- 2) testify under oath;
- 3) compel the attendance of other employees of the District to testify in his/her behalf;
- 4) cross-examine all witnesses appearing against him/her and all employees of the District whose actions are in question or who have investigated any of the matters involved in the hearing and whose reports are offered in evidence before the Hearing Officer.
- 5) impeach any witness;
- 6) present such evidence as the Hearing Officer deems pertinent to the inquiry;
- 7) argue his/her case.

The party attempting to substantiate the charges against the employee shall be entitled to the same privileges.

4.5.4 Evidence. The hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be admitted for any purpose but shall not be sufficient in itself to support a finding unless it would be admissible in civil actions. The rules of privileges and of official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.

- 4.5.5 Exclusion of Witnesses. The Hearing Officer may in his/her discretion exclude witnesses not under examination, except the employee and the party attempting to substantiate the charges against the employee, and their respective counsel. When hearing testimony which may bring disrepute to persons other than the accused employee, all persons not having a direct interest in the hearing may be excluded.
- 4.5.6 Burden of Proof. The burden of proof shall be upon the party attempting to substantiate the charges.
- 4.5.7 Findings and Decision. Upon completion of the hearing, written Proposed Findings of Fact and Conclusions shall be signed and filed with the Governing Board by the Hearing Officer which shall constitute his/her decision. If the Governing Board adopts the Hearing Officer's findings and conclusions, it need not review the record of the hearing; if it declines to accept the findings and conclusions, it must review the record or provide for an additional opportunity to be heard, after which it may adopt the findings and conclusions made by the Hearing Officer, or adopt its own findings and conclusions.

Unless the decision provides otherwise, it shall be effective immediately. Notice of the decision adopted by the Governing Board shall be mailed promptly to the employee or the employee's counsel or representative. Except for the correction of clerical error, the decision shall be final and conclusive.

- 4.5.8 Report of Hearings. Hearings may be conducted without a stenographic reporter or audio tape recording machine unless either party requests that the hearing be reported or recorded. Both parties shall share equally the cost or fee for the reporting or recording.
- 4.5.9 Transcripts of Hearings. Transcripts of hearings shall be furnished to any person on payment of the cost of preparing such transcripts. When transcripts are provided by employees of the District, the cost shall be determined by the employee in charge of business affairs of the District. When transcripts are provided by an independent contractor, the cost will be established by the independent contractor.
- 4.5.10 Continuances. The Hearing Officer may grant a continuance of any hearing upon such terms and conditions as he/she may deem proper. The employee shall remain on unpaid

suspension for the period of any continuance. Any request for continuance made less than 48 hours prior to the time set for the hearing will be denied unless good cause is shown for the continuance.

- 4.6 Judicial Review. Judicial review of the Governing Board's decision is available pursuant to Code of Civil Procedure, Section 1094.5 only if the petition for writ of mandate is filed within the time limit specified in Code of Civil Procedure Section 1094.6.

Legal References: California Education Code
45113. Rules and Regulation for Classified
Service in Districts
Not Incorporating the Merit System
45116. Notice of Disciplinary Action
Government Code, Section 20981

Policy Adopted: April 8, 1976
Revised Policy Adopted: November 21, 1995

1 **APPENDIX C: EDUCATION CODE SECTION 45117**

- 2 (a) When, as a result of the expiration of a specially funded program, classified
3 positions must be eliminated at the end of any school year, and classified
4 employees will be subject to layoff for lack of funds, the employees to be laid off at
5 the end of the school year shall be given written notice on or before April 29
6 informing them of their layoff effective at the end of the school year and of their
7 displacement rights, if any, and reemployment rights. However, if the termination
8 date of any specially funded program is other than June 30, the notice shall be
9 given not less than 45 days prior to the effective date of their layoff.
- 10 (b) When, as a result of a bona fide reduction or elimination of the service being
11 performed by any department, classified employees shall be subject to layoff for
12 lack of work, affected employees shall be given notice of layoff not less than 45
13 days prior to the effective date of layoff, and informed of their displacement rights,
14 if any, and reemployment rights.
- 15 (c) (1) A classified employee may not be laid off if a short-term employee
16 is retained to render a service that the classified employee is qualified to
17 render. This subdivision does not create a 45-day layoff notice
18 requirement for any individual hired as a short-term employee, as
19 defined in Section 45103, for a period not exceeding 45 days.
- 20 (2) This subdivision does not apply to the retention of a short-term
21 employee, as defined in Section 45103, who is hired for a period not
22 exceeding 45 days after which the short-term service may not be
23 extended or renewed.
- 24 (d) This section does not preclude the governing board of a school district from
25 implementing either of the following actions without providing the notice required
26 by subdivision (a) or (b):
- 27 (1) A layoff for a lack of funds in the event of an actual and existing
28 financial inability to pay the salaries of classified employees.
- 29 (2) A layoff for a lack of work resulting from causes not foreseeable
30 or preventable by the governing board.
- 31 (e) This section shall apply to districts that have adopted the merit system in the same
32 manner and effect as if it were a part of Article 6 (commencing with Section
33 45240).

APPENDIX D: CLASSIFICATIONS

BERRYESSA UNION SCHOOL DISTRICT

TEAMSTERS LOCAL 150

*A.V. Technician	Food Services Assistant II
Bus Driver	*Grounds Worker
Bus Dispatcher (Lead)	*Grounds Worker II
*Bus Driver/Mechanic II	Grounds Worker (Lead)
Bus Driver/Trainer	Maintenance-Grounds Worker
Technology Support Specialist I	Maintenance Worker III
Technology Support Specialist II	*Mechanic III
Technology Support Specialist III	Mechanic (Lead)
Custodian	*Mower Operator
Delivery Person	*Reprographic Assistant
District Reproduction Technician	*Transportation Coordinator
Energy Technician	*Utility Crew
Food Services Assistant I	*Warehouse Worker (Lead)

*Inactive Classifications at the time of publication

APPENDIX E
BERRYESSA UNION SCHOOL DISTRICT
FAMILY AND MEDICAL CARE LEAVE AND
PREGNANCY DISABILITY LEAVE GUIDELINES

Each eligible employee is entitled to family care and medical leave as provided by the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), as amended, and pursuant to the Uniform Services Employment and Reemployment Rights Act (USERRA). The leaves under FMLA and CFRA will run concurrently to the extent permitted by law. In addition, an eligible employee is entitled to pregnancy disability leave (PDL) as provided by California law.

These guidelines are provided to inform employees generally about FMLA, CFRA, and PDL. These guidelines are not intended to provide an exhaustive description of the terms and conditions of these leaves, and the District will administer these leaves in compliance with state and federal statutes and regulations and the collective bargaining agreement.

I. Family Care & Medical Leave

A. Eligibility

To be eligible for family care and medical leave, on the date on which leave is to begin, a full-time or part-time employee must have been employed by the District for at least twelve (12) months (52 weeks), which need not be consecutive, and have actually worked at least 1,250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave.

B. Family Care And Medical Leave Entitlement

Subject to the provisions of this Agreement and state and federal law and regulations, including the federal FMLA and the CFRA, an eligible employee is entitled to a total of twelve (12) workweeks of unpaid leave during any twelve (12) month period for any one, or more, of the following reasons:

1. The birth of a child and to care for the newborn child (FMLA and CFRA);
2. The placement with the employee of a child for adoption or foster care and care for the newly placed child (FMLA and CFRA);
3. To care for the employee's child, parent, or spouse who has a serious health condition (FMLA and CFRA).
 - a. A child is defined as biological, adopted, or foster child, stepchild, legal ward, or child of a person standing in loco parentis who is under 18 years of age or an adult dependent child. "In loco

parentis” means in the place of a parent; instead of a parent; charged with a parent’s rights, duties, and responsibilities. It does not require a biological or legal relationship.

- b. Parent is defined as biological, foster or adoptive parent, stepparent, or legal guardian. Parent does not include a parent-in-law.
 - c. “Spouse” means a partner in marriage as defined by Family Code Section 300, which provides, in part, “Marriage is a personal relation arising out of a civil contract between two persons” For CFRA purposes only, “spouse” also includes a registered domestic partner within the meaning of Family Code Section 297.5.
4. Because of an employee’s own serious health condition that makes the employee unable to perform the functions of the employee’s position, except for disability on account of pregnancy, childbirth, or related medical conditions, which is covered by pregnancy disability leave. (Pregnancy disability counts toward only California Pregnancy Disability Leave (PDL) and FMLA leave. Pregnancy disability does not count toward an employee’s CFRA leave entitlement.)
5. Because of any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a U.S. National Guard or Reserve member on active duty or has been notified of an impending call or order to active duty status in support of a contingency operation (FMLA only).

The twelve (12) month period for FMLA and CFRA leave purposes is determined by a “rolling” twelve (12) month period measured backwards from the date an employee first uses FMLA/CFRA leave.

C. Family Care And Medical Leave To Care For A Covered Service Member With A Service Injury Or Illness (FMLA Only)

Subject to the provisions of this Agreement, District policy, and state and federal law, including the FMLA, an eligible employee may take FMLA leave to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member.

- 1. An eligible employee’s entitlement under Section C is limited to a total of twenty-six (26) workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness. The “single 12-month period” in which the 26-weeks-of-leave-entitlement

described in this section begins on the first day an employee takes leave to care for the covered service member.

2. During the “single 12-month period” described above, an eligible employee’s FMLA leave entitlement is limited to a combined total of twenty-six (26) workweeks of FMLA leave for any qualifying reason.

D. Minimum Duration Of Leave

1. Minimum duration of family care and medical leave taken for the birth, adoption, or foster care placement of a child: Leave taken for reason of the birth, adoption, or foster care placement of a child of the employee does not have to be taken in one continuous period of time. Any leave(s) taken shall be concluded within one year of the birth or placement of the child with the employee in connection with the adoption or foster care of the child by the employee. The basic minimum duration of the leave shall be two weeks. However, the District shall grant a request for a leave of less than two weeks’ duration on any two occasions.
2. Intermittent or reduced schedule leave: Eligible employees may take family care and medical leave on an intermittent or reduced schedule basis when medically necessary due to the serious health condition of a covered family member or the employee (FMLA/CFRA) or the serious injury or illness of a covered service member (FMLA only). Eligible employees may also take FMLA leave on an intermittent or reduced schedule basis when necessary because of a qualifying exigency. If an employee needs leave intermittently or on a reduced leave schedule for planned medical treatment, then the employee must make a reasonable effort to schedule the treatment so as not to disrupt unduly the District’s operations.

E. Pay Status And Benefits

Except as provided in this Agreement, a family care and medical leave will be unpaid. The District will, however, continue to provide District contributions toward health plans’ premiums during the period of family care and medical leave for up to the maximum amount of family care and medical leave required by law on the same basis as District contributions would have been provided had the employee not taken family care and medical leave. The employee will be required to continue to pay the employee’s share of premiums payments, if any, during the leave.

F. RELATIONSHIP OF FAMILY CARE AND MEDICAL LEAVE TO OTHER Leaves

Any leave of absence that qualifies as family care and medical leave and is designated by the District as family care and medical leave will be counted as running concurrently with any other paid or unpaid leave to which the

employee may be entitled for the same qualifying reason under the collective bargaining agreement or District policy.

G. Relationship To Pregnancy Disability Leave

The family care and medical leave provided under this section is in addition to any leave taken on account of disability due to pregnancy, childbirth, or related medical conditions for which an employee may be qualified under state law (CFRA only).

H. Notice To The District Of Need For FMLA/CFRA or PDL Leave

1. The employee must provide written notice to the District as far in advance of the leave as possible and as soon as the employee reasonably knows of the need for the leave. If the need for the leave is foreseeable based on an expected birth, placement of a child for adoption or foster care or planned medical treatment, the notice must be provided at least 30 calendar days in advance of the leave, or if not reasonably known 30 calendar days before the leave, then as soon as reasonably practicable.
2. The written notice must inform the District of the reasons for the leave, the anticipated start of the leave, and the anticipated duration of the leave.
3. The employee shall consult with the District and make a reasonable effort to schedule any planned medical treatment or supervision so as to minimize disruption to department operations.

I. Medical Certification

1. An employee's request for family care and medical leave to care for a child, a spouse, or a parent who has a serious health condition shall be supported by a certification issued by the health care provider of the individual requiring care. If additional leave is required after the expiration of the time originally estimated by the health care provider, the employee shall provide the District with recertification by the health care provider.
2. An employee's request for family care and medical leave because of employee's own serious health condition or pregnancy disability leave shall be supported by a certification issued by the employee's health care provider.

3. As a condition of an employee's return from leave taken because of the employee's own serious health condition, the employee is required to obtain certification from the employee's care provider that the employee is able to resume work.
4. Employees are required to use the medical certification forms available from the District Human Resources Department to meet the certification and recertification requirements of this section.

J. District's Response To Leave Request

It is the District's responsibility to designate leave, paid or unpaid, as family and medical leave-qualifying and to notify the employee of the designation.

K. Dual Parent Employment

Where both parents are District employees, allowable leave for the birth, adoption, or foster care placement of a child or the care of an employee's ill parent is limited to a total of twelve (12) work weeks in a 12-month period between the two employees. Their family care and medical leave entitlement is not limited or combined for any other qualifying purpose.

L. Employee's Status On Returning From FMLA, CFRA, or Pregnancy Disability Leave

Except as provided by law, on return from family care and medical leave or PDL, an employee is entitled to be returned to the same or equivalent position the employee held when leave commenced, with equivalent benefits, pay, and other terms and conditions of employment. An employee has no right to return to the same position. Use of family care and medical leave or PDL will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's family care and medical leave.

II. Pregnancy Disability Leave (PDL)

The following additional guidelines apply to Pregnancy Disability Leave (PDL):

A. PDL Entitlement

Under California Pregnancy Disability Leave law, an employee is entitled to a leave of up to four months, as needed, for the period(s) of time an employee is actually disabled because of pregnancy, childbirth, or a related medical condition.

B. Intermittent or Reduced Schedule Leave

Leave may be taken intermittently or on a reduced work schedule when an employee is disabled because of pregnancy, as determined by the employee's health care provider.

C. Relationship of PDL to FMLA and CFRA Leaves

Pregnancy disability leave shall run concurrently with FMLA leave. An eligible employee is entitled to a maximum of four months of pregnancy disability leave for the period of actual disability and an additional maximum of 12 workweeks of CFRA leave to care for the newborn child.

D. Pay Status and Benefits

Except as provided in this Agreement, pregnancy disability leave will be unpaid. The District will continue to provide District contributions toward health insurance plans premiums during the period of pregnancy disability leave on the same basis as coverage and contributions would have been provided had the employee not taken pregnancy disability leave. The employee will be required to continue to pay the employee's share of these health plan premiums, if any. The employee's entitlement to health plan coverage and the District's premium contributions during pregnancy disability leave and during CFRA leave are two separate and distinct entitlements and the time periods for these two entitlements do not run concurrently.

District Recovery of Fringe Benefits Premiums

To the extent allowed by law, the District may recover from an employee health plans premiums paid by the District for the employee's coverage while the employee was on any FMLA, CFRA, and/or pregnancy disability leave (PDL) and the employee fails to return to work following the leave(s).