

NEGOTIATED AGREEMENT



BETWEEN



Pathway to the Future

California School Employees Association,
Chapter 364

AND

THE GOVERNING BOARD AND
ADMINISTRATION

OF THE

BERRYESSA UNION SCHOOL DISTRICT

July 1, 2019 - June 30, 2022

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1 **PREAMBLE**

2 This agreement made and entered into this 30th day of April, 1987, by and between Berryessa
3 Union School District, hereinafter referred to as the District, and the California School Employee
4 Association and its Berryessa Union School District Chapter 364, hereinafter referred to as
5 “CSEA”.

6 Modified: 5/12/88, 7/19/89, 01/12/90, 1991, 11/17/92, 12/17/93, 7/5/95, 10/96, 5/98, 9/99, 9/00,
7 4/22/02, 4/9/04, 6/30/05, 1/10/06, 4/12/06, 9/20/06, 5/15/07, 4/15/08, 6/9/09, 4/20/10, 3/7/11,
8 10/18/11, 2/25/14, 4/21/15, 2/23/16, 11/15/16, 5/8/18, 1/23/20.

9 **ARTICLE 1: RECOGNITION**

10 The Berryessa Union School District (hereinafter referred to as “District”) confirms its
11 recognition of the California School Employee Association and its Chapter 364 (hereinafter
12 referred to as “CSEA”) as the exclusive representative for that unit of clerical, instructional
13 employees and the Noon Duty Supervisor Unit. CSEA and the District agree to list the Noon
14 Duty Supervisors to the bargaining unit classification in Appendix C. New positions within this
15 unit shall be established by the District after consultation with CSEA. Notification of the new
16 position(s) will be sent to PERB for certification.

17 **ARTICLE 2: DISTRICT RIGHTS**

18 2.1 It is understood and agreed that the District retains all of its powers and authority to
19 direct, manage, and control to the full extent of the law. Included in, but not limited to,
20 those duties and powers is the exclusive right to: determine its organization; direct the
21 work of its employees; determine the times and hours of operation; determine the kinds
22 and levels of services to be provided, and the methods and means of providing them;
23 establish its educational policies, goals and objectives; ensure the rights and educational
24 opportunities of students; determine staffing patterns, determine the number and kinds of
25 personnel required; transfer personnel; maintain the efficiency of District operations;
26 determine the curriculum; build, move, or modify facilities; establish budget procedures
27 and determine budgetary allocation; determine the methods of raising revenue; contract
28 out work; and take action on any matter in the event of an emergency. In addition, the
29 Board retains the rights to hire, classify, assign, evaluate, promote, and discipline
30 employees.

31 2.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the
32 District, the adoption of policies, rules, procedures, regulations and practices in the
33 furtherance thereof, and the use of judgment and discretion in connection therewith, shall
34 be limited only by the specific and express terms of this Agreement, and then only to the
35 extent such specific and express terms are in conformance with the law.

36 **ARTICLE 3: CSEA RIGHTS**

37 3.1 **CSEA Business**

38 CSEA business and activities will be conducted by unit members or CSEA officials
39 outside established work hours as defined and will be conducted in places other than
40 District property, except when:

41 3.1.1 An authorized CSEA representative obtains advance authorization from the
42 Superintendent or designee regarding the specific time, place, and type of
43 activity to be conducted.

44 3.1.2 The Superintendent or designee can verify that such requested activities and
45 one of facilities will not interfere with the school programs and/or duties of
46 unit members as defined.

47 3.1.3 CSEA pays a reasonable fee for expenses related to any usual wear or damage
48 and it is subject to Civic Center Act and District guidelines for the use of
49 facilities.

50 3.2 **Posting Information**

51 CSEA may use the mail boxes and bulletin board spaces designated by the
52 Superintendent, subject to the following conditions:

53 3.2.1 All postings for bulletin boards or items for school mail boxes must contain
54 the date of posting or distribution and the identification of the organization,
55 together with a designated authorization by CSEA President or other
56 authorized person.

57 3.2.2 A copy of such postings or distributions must be delivered to the
58 Superintendent or designee at the same time as posting or distribution.

59 3.2.3 CSEA will not post or distribute information which is obscene or defamatory
60 of the District or its personnel, subject to the immediate removal by the
61 District of the right to post or to distribute for a period of 90 days.

62 3.2.4 CSEA shall have exclusive use of an electronic bulletin board which shall be
63 limited to union business. Except for the designated bulletin board, unit
64 members shall use the electronic mail system for school business only. Any
65 CSEA use of the District's electronic mail system shall comply with the
66 established District rules and protocol.

67 3.3 **Dues and Fees**

68 3.3.1 Any employee covered by this Agreement may sign and deliver to the District
69 an assignment authorizing deduction of California School Employees
70 Association (CSEA) membership dues. The employer shall deduct, in

- 71 accordance with the CSEA dues schedule, dues from the wages of all
72 employees who are members of CSEA. CSEA shall have the sole and
73 exclusive right to receive the payroll deduction for regular membership dues.
- 74 3.3.2 The District shall not interfere with the terms of any agreement between
75 CSEA and the District's employee with regard to that employee's membership
76 in CSEA, including but not limited to automatic renewal yearly unless the
77 worker drops out during a specified window period. The District need not
78 need keep track of this period which shall be tracked by CSEA within its
79 membership database. The District shall refer all employee requests to revoke
80 membership to the CSEA Labor Relations Representative and shall obtain
81 their approval on behalf of the union before processing any revocation
82 request.
- 83 3.3.3 With respect to all sums deducted by the District pursuant to this Article, the
84 District agrees to promptly authorize the Santa Clara County Office of
85 Education to remit such monies to CSEA accompanied by an alphabetical list
86 of names of the employees for whom such deductions have been made.
87 CSEA agrees to furnish any information needed by the District to fulfill the
88 provisions of this Article.
- 89 3.3.4 If an employee does not have sufficient funds due him/her to provide for the
90 payment of dues after all other authorized or mandatory deductions or
91 garnishments have been made, no such sums shall be deducted and CSEA
92 shall assume the duty of direct collection from the employee CSEA shall
93 assume the same responsibility in all cases where no deductions have been
94 made because an employee's earnings are insufficient during any pay period
95 to pay such dues.
- 96 3.3.5 (a) CSEA shall indemnify and hold harmless the District and its Board,
97 individually and collectively, from any legal costs and damages arising from
98 claims, damages, or liability by reason of litigation arising from this Article,
99 provided that the obligation applies to litigation brought by third parties
100 (including disputes between CSEA and its members) and not to disputes
101 between CSEA and the District over the interpretation or application of this
102 Article The District shall promptly notify CSEA of any claims made by
103 employees relating to dues authorization.
- 104 (b) CSEA shall have the exclusive right to decide and determine whether any
105 such action or proceeding referred to in paragraph (a) shall or shall not be
106 compromised, resisted, defended, tried or appealed.
107
- 108 3.3.6. If any provision of this Article is invalid under Federal or State law, said
109 provision shall be modified to comply with the requirements of said Federal or
110 State law.

111 3.4 **Change of Status**

112 The District will provide CSEA with written notification of any new employment or
113 change of status of any unit member. The District will provide this notice to the CSEA
114 President and Treasurer.

115
116 3.5 **CSEA Membership**

117 The District will provide a CSEA, Chapter 364 membership application in the
118 information packet provided to each new employee in the bargaining unit. CSEA shall
119 receive not less than ten (10) days' notice of any onboarding orientation meeting held
120 between the Human Resources Department representatives and new bargaining unit
121 employees. If a bargaining unit member's first day of work begins less than ten (10) days
122 after the date the employee is hired, the 10-day notice requirement may be reduced, and
123 the District will instead provide as much advance notice as reasonably possible of the
124 orientation meeting.

125 **3.6 Access to New Employee Orientation**

126 3.6.1 The District will provide an annual New Employee Orientation session for
127 new employees in the bargaining unit. CSEA will be provided up to thirty
128 (30) minutes during the New Employee Orientation session to address the new
129 employees and provide information about CSEA. Newly hired unit members
130 shall be paid for attending the New Employee Orientation session at their
131 regularly established pay rate. CSEA shall be provided up to one (1) hour of
132 paid release time to allow one (1) CSEA representative to attend the
133 orientation meeting if the meeting is scheduled during the representative's
134 work time. This release time shall not be counted against the total release
135 time provided by any other provision of this Agreement. The CSEA Labor
136 Relations Representative (a non-District employee) may also attend the New
137 Employee Orientation session.

138 3.6.2 If unit members are hired after the New Employee Orientation session, the
139 District will provide notice to CSEA of any onboarding orientation meeting
140 held between the new unit member and the Human Resources Department as
141 required by Section 3.5 above, and shall allow a CSEA representative paid
142 release time from work to spend fifteen (15) minutes with the new unit
143 member at the end of the onboarding orientation meeting in order to provide
144 information about CSEA. This release time shall not be counted against the
145 total release time provided by any other provision of this Agreement. The
146 CSEA Labor Relations Representative (a non-District employee) may also
147 attend the New Employee Orientation session.

148 **3.7 Bargaining Unit Member Contact Information**

149 The District shall provide CSEA with a list of names and contact information (listed
150 below) for any newly hired unit members within 30 days of the date of hire or by the first
151 pay period of the month following hire. The District shall also provide CSEA a list of all
152 unit member names and contact information on the last working day of September,
153 January, and May. The information required by this Section 3.7 shall include the
154 following information except for any information subject to exclusion pursuant to
155 Government Code Section 6254.3(c):

- 156 • Employee identification number;
- 157 • Full name;
- 158 • Job title;
- 159 • Department;
- 160 • Primary worksite;
- 161 • FTE value (e.g. 1.00 or 0.75 or similar);
- 162 • Hire date;
- 163 • Work telephone number;
- 164 • Home address; and
- 165 • Personal email address on file with the District, if any.

166 **ARTICLE 4: EMPLOYEE RIGHTS**

167 Neither the District nor CSEA shall interfere with, intimidate, restrain, coerce, or discriminate
168 against employees because of their decision to exercise the right to engage or not engage in
169 CSEA activities.

170 **ARTICLE 5: CONCERTED ACTIVITIES**

- 171 5.1 It is agreed and understood that there will be no strike, work stoppage, slow-down,
172 picketing or refusal or failure to fully and faithfully perform job functions and
173 responsibilities, or other interference with the operations of the District by CSEA or by
174 its officers, agents, or members during the term of this Agreement, including compliance
175 with the request of other labor organizations to engage in such activity.
- 176 5.2 CSEA recognizes the duty and obligations of its representatives to comply with the
177 provisions of the Agreement and to make every effort toward inducing all employees to
178 do so. In the event of a strike, work stoppage, slow-down or other interference with the
179 operations of the District by employees who are represented by CSEA, CSEA agrees in
180 good faith to take all necessary steps to cause those employees to cease such action.
- 181 5.3 It is agreed and understood that any employee violating this Article will be subject to
182 discipline up to and including termination by the District.
- 183 5.4 It is understood that in the event this Article is violated by CSEA or the District, either
184 party is entitled to take whatever appropriate legal action is available. This Section is not
185 grievable under the provisions of Article 7.
- 186 5.5 The District agrees not to lock out bargaining unit employees during the term of this
187 Agreement.

188 **ARTICLE 6: CSEA RELEASE TIME**

189 6.1 CSEA representatives will exclusively receive time off from duties for the processing of
190 grievances past the informal level of the grievance procedure, Article 7 herein, for CSEA
191 members who are designated as CSEA representatives, subject to the following
192 conditions:

193 6.1.1 Within ten (10) working days following the appointment of new
194 representatives, the CSEA President will designate in writing to the
195 Superintendent or designee CSEA representatives authorized to receive
196 release time.

197 6.1.2 For grievance processing, the designated representative shall inform his/her
198 immediate supervisor of the need to be absent no later than the work day
199 before the use of release time in order that an adequate substitute may be
200 obtained, if such is necessary.

201 6.1.3 That such time off shall be limited solely to representing a grievance in a
202 conference with a management person, beyond the informal level and in no
203 way shall this limitation include use of such time for matters such as gathering
204 information, interviewing witnesses, or preparing a presentation.

205 6.2 Four (4) days per month release time will be given to the CSEA President or designee for
206 the purpose of problem solving and other CSEA business. The District will provide a
207 substitute as needed. CSEA will generally be required to provide at least two (2) weeks
208 advance notice of the absence, but may provide lesser notice when circumstances call for
209 less notice. The advance notice must be reasonable in light of the circumstances.

210 **6.3 Annual Conference**

211 Release time without loss of compensation shall be granted to three (3) CSEA designated
212 delegates to attend the actual days the CSEA annual conference is in session. CSEA shall
213 provide the District with thirty (30) days written notice of the names of the three (3)
214 delegates that are entitled to receive release time.

215 **ARTICLE 7: GRIEVANCE**

216 It is in the best interests of unit members, the District, and CSEA to resolve problems at the
217 lowest level soon after they arise. Toward this end, unit members and their immediate
218 supervisors are encouraged to promptly address and work together to resolve problems
219 informally when possible.

220 7.1 **Definitions**

221 7.1.1 **Grievance**: An allegation by unit member(s) or CSEA of a violation of
222 specific provision(s) of the Contract.

223 7.1.2 **Working Day**: A “working day” is any day on which the central
224 administrative offices of the Berryessa Union School District are open for
225 business.

226 7.1.3 **Grievant**: A unit member, unit members, or CSEA.

227 7.2 **Grievance Procedures**

228 7.2.1 A unit member has a right to a CSEA representative at all grievance
229 conferences, and the District administrator/supervisor involved in the
230 conference may as another District representative to attend grievance
231 conferences.

232 7.2.2 No reprisal shall be invoked against any grievant for processing a grievance.

233 7.2.3 Except by mutual agreement, failure by the employer at any level to
234 communicate a decision within the specified time limit shall permit the
235 grievant to proceed to the next level.

236 7.2.4 Except by mutual agreement, failure by grievant at any level to appeal a
237 grievance to the next level within the specified time limit shall be considered
238 acceptance of the grievance at that level. All meetings to process grievance
239 will be conducted in District facilities.

240 7.2.5 If the Level 3 hearing with the Superintendent is scheduled during the
241 grievant’s regular working day, the grievant and one (1) CSEA representative
242 will receive time off from normal duties for the purpose of processing the
243 grievance.

244 7.2.6 The grievant must be present at each level of the grievance process.

245 7.2.7 In the event a grievance is filed by a unit member without the assistance of
246 CSEA, the District shall send a copy of the grievance and its resolution to
247 CSEA. Within ten (10) days of receipt, CSEA may submit a written response,
248 which shall be filed with the grievance and resolution in a grievance file.

- 249 7.2.8 Group Grievance: If the same grievance involves unit members at different
250 work sites or departments, the grievance shall be filed at Level 2.
- 251 7.3 **Level 1 – Immediate Supervisor**
- 252 7.3.1 Within ten (10) working days after the grievant knew, or reasonably should
253 have known of the condition upon which the grievance is based, the grievant
254 may present the grievance in writing, on a form to be provided by the District,
255 to the administrator with immediate administrative responsibilities for the
256 position to which the grievant is assigned.
- 257 7.3.2 The statement of grievance shall be a clear, concise statement of the
258 circumstances on which the grievance is based, the persons involved, and the
259 remedy sought.
- 260 7.3.3 Either party to the grievance shall have the right to a conference with the other
261 party.
- 262 7.3.4 The immediate supervisor shall communicate the decision to the grievant and
263 CSEA in writing within ten (10) working days after receiving the grievance.
- 264 7.4 **Level 2 – Human Resources Administrator**
- 265 7.4.1 A grievant may appeal, in writing, the decision from Level 1 to the Assistant
266 Superintendent of Human Resources within ten (10) working days after
267 receiving it.
- 268 7.4.2 This statement shall be a clear, concise statement and shall include: the
269 circumstances on which the grievance is based; the persons involved and the
270 remedy sought; an outline of actions taken to adjust the complaint; and the
271 reasons for the appeal from the decision.
- 272 7.4.3 The Assistant Superintendent of Human Resources shall confer with the
273 grievant and communicate the decision to the grievant in writing, within ten
274 (10) working days of the appeal date.
- 275 7.5 **Level 3 - Superintendent**
- 276 7.5.1 The grievant may appeal the decision from Level 2 to the Superintendent
277 within ten (10) working days after receiving it. The appeal shall be submitted
278 to the Assistant Superintendent of Human Resources who shall forward the
279 grievance to the Superintendent.
- 280 7.5.2 A conference shall be held and the Superintendent shall communicate the
281 decision to the grievant within ten (10) working days of the appeal.

282 7.6 **Level 4 – Arbitration**

283 7.6.1 If the grievant and CSEA are not satisfied with the disposition at Level 3 or
284 the time limits expire without the issuance of the Superintendent’s written
285 reply, CSEA may, within twenty (20) working days, submit the grievance to
286 arbitration. The notice of intent to arbitrate shall be submitted in writing to
287 the Superintendent within those twenty (20) working days.

288 7.6.2 The parties to the arbitration shall be the District and CSEA.

289 7.6.3 At the request of either party, a certified court reporter shall be employed to
290 personally record verbatim the entire hearing. The parties shall share equally
291 the cost of the reporter. If either party desires a transcript, that party shall pay
292 the cost of the transcript.

293 7.6.4 **Functions of the Arbitrator**

294 7.6.4.1 To hold a hearing concerning the grievance.

295 7.6.4.2 To render a written decision to CSEA and the District within
296 twenty (20) working days after the closing of the hearing unless
297 the parties agree otherwise.

298 7.6.5 **Arbitrator Selection**

299 7.6.5.1 Within ten (10) working days after written notice of submission to
300 arbitration, the California State Conciliation Service will be
301 requested by either party to supply a list of five (5) arbitrators.
302 Thereafter, the arbitrator shall be selected from the list by each
303 party, alternately striking a name, until one name remains. The
304 party striking first shall be determined by a flip of the coin.

305 7.6.5.2 The District and CSEA will share equally the payment of the
306 services and expenses of the arbitrator.

307 7.6.6 **Arbitrator’s Powers and Limitations**

308 7.6.6.1 The arbitrator shall consider only those issues that have been
309 properly carried through all prior steps of the Grievance Procedure.

310 7.6.6.2 The arbitrator shall afford the parties a reasonable opportunity to
311 present evidence, witnesses and arguments.

312 7.6.6.3 The arbitrator’s jurisdiction shall be confined to a determination of
313 the facts and interpretation of the provisions of this Agreement.

314 7.6.6.4 The arbitrator shall have no authority to interpret any state or
315 federal law when the compliance or noncompliance therewith

316 might be involved in the consideration of the grievance or to award
317 punitive damages.

318 7.6.6.5 The arbitrator's decision shall be final and binding.

319 **ARTICLE 8: COMPENSATION AND BENEFITS**

320 8.1 **Salary**

321

322 **2019-2020 Salary**

323

324 Salary Schedule Increase: Effective July 1, 2019, the salary schedule for the 2019-2020
325 year shall be increased by three and twenty-six hundredths (3.26%) over the 2018-2019
326 salary schedule and is attached to this Agreement as Appendix B.

327

328 The one-time, off the salary schedule payment contained in the September 11, 2019
329 Tentative Agreement shall be based upon the 2018-2019 salary schedule for CSEA unit
330 members. The September 11, 2019 Tentative Agreement shall be re-formatted such that
331 the one-time, off the salary schedule payment based upon the 2018-2019 salary schedule,
332 shall be 1.04% of base salary. All other terms of the September 11, 2019 Tentative
Agreement are unaffected.

333

334 The parties agree to modify the salary schedule attached as Appendix B to this
335 Agreement to include the Noon Duty Supervisor classification at Range 3.5. The parties
336 agree that effective July 1, 2019, all Noon Duty Supervisor employees will be placed at
337 Range 3.5, Step 1 of the CSEA salary schedule.

338 8.2 **Step Increases**

339

340 Unit members will receive step increases on July 1 of each fiscal year. Persons hired
341 prior to January 1, of any year, will receive step increase on July 1 (for those who are
342 eligible) of the next fiscal year. Persons hired on or after January 1 of any year will
receive step increases on July 1 of the second successive fiscal year.

343 8.3 **Other Compensation**

344

345 8.3.1 For unit members continuously employed by the District prior to January 1,
346 2013 the District will pick up a three percent (3%) PERS buyout for those unit
members participating in PERS.

347

348 8.3.2 For unit members first employed by the District (or re-employed after a break
349 in service) on or after January 1, 2013, the District will not pick up any
portion of the employees' required PERS contributions.

350

351 8.3.3 **Occupational Therapists shall receive a one and one-half (1.5%) percent
increase for obtaining and maintaining National Board Certification.**

352

353 8.3.4 **Speech-Language Pathology Assistants shall receive a one thousand
(\$1000) dollar stipend.**

354 8.3.5 **Bargaining unit employees assigned overnight travel for science camp**
355 **shall receive a two hundred (\$200) dollar stipend per day in addition to**
356 **their regular salary.**

357 8.3.6 Bargaining unit employees shall receive an annual stipend for the following
358 degrees:

359 Masters \$1,725

360

361 8.4 **Working in a Higher Classification**

362 8.4.1 Bargaining unit employees shall not be required to perform duties which are
363 not fixed and prescribed for their classification, unless the duties reasonably
364 relate to those fixed for the class, for any period of time which exceeds five
365 (5) working days within a fifteen (15) calendar day period except as
366 authorized herein.

367 8.4.2 A bargaining unit employee may be required to perform duties inconsistent
368 with those assigned to the class for a period of more than five (5) working
369 days provided that his/her salary is adjusted retroactive for the entire period
370 he/she is required to work in a higher class and in such amounts as will
371 provide an amount equivalent to the higher range and the step the unit
372 member is currently on.

373 8.4.3 Unit members who are temporarily assigned to a lower classification shall
374 suffer no reduction in pay or hours as a result of the temporary assignment.

375 8.4.4 As used in this Article, "classification" shall be defined as any group of
376 positions sufficiently similar in duties, responsibilities, and authority that the
377 same job title, minimum qualifications and salary range are appropriate for all
378 positions in the classification.

379 8.5 **School Site Clerical Substitutes**

380 In the event a school site office clerical person is absent for a full school day and a
381 substitute is not provided for the full school day, the elementary school secretary or clerk
382 will be compensated an additional fifty dollars (\$50) per day for assuming the full
383 responsibilities of the absent staff person. At the middle school level the fifty dollars
384 (\$50) will be evenly divided between the secretary and/or school clerks who assumed the
385 full responsibilities. The unit member seeking compensation pursuant to this Section 8.5
386 shall submit a time sheet for payment to the Human Resources Department within 5 days
387 of performing the full responsibilities of the absent staff person. The Assistant
388 Superintendent of Human Resources may establish a limit on such additional payments
389 on a case-by-case basis if the limit is established before the work is performed.

390 8.6 **Maintaining a Classroom**

391 8.6.1 In case of certificated work stoppage, natural disaster, and/or lack of qualified
392 substitutes, a unit member may be assigned the responsibility of maintaining a
393 classroom when certificated staff is unavailable to directly maintain a
394 classroom, and periodic supervision is provided by a certificated employee.

395 8.6.2 Effective July 1, 2016, the pay for such classroom maintenance shall be
396 sixteen dollars and sixty cents (\$16.60) in addition to the unit member's
397 regular pay. . Effective July 1, 2017, this amount will increase to seventeen
398 dollars and forty-three cents (\$17.43). Effective July 1, 2018, this amount will
399 increase to seventeen dollars and eighty-seven cents (17.87).

400 8.6.2.1 This amount shall be increased each year by the percentage
401 increase of the salary schedule as indicated above.

402 8.6.2.2 If more than one classified employee assumes the same classroom
403 responsibility, the above rate shall be divided equally.

404 8.6.2.3 The utilization of a unit member to maintain a classroom cannot
405 exceed two (2) consecutive days under any circumstances, except
406 in instances of a certificated work stoppage or natural disaster.

407 8.7 **Pay Provision and Training for Special Education Paraeducators, Case Facilitators**
408 **and Behavior Management Technicians**

409 8.7.1 The salary range for Special Education Paraeducator I shall be: 6.5.

410 8.7.2 The salary range for Special Education Paraeducator II shall be as follows:

411 8.7.2.1 Salary range with District certificate placement: 8.5.

412 8.7.2.2 A Special Education Paraeducator II placed in the above
413 classification must obtain a District certificate of competency in
414 order to be placed at range: 8.5.

415 8.7.2.3 Salary range with placement only: 7.5.

416 8.7.3 **Training**

417 8.7.3.1 Based on program needs, the District will determine appropriate
418 training for Special Education Paraeducator I's to become eligible
419 to be Special Education Paraeducator II's and for Special
420 Education Paraeducator II's to become eligible to be Behavior
421 Management Technicians. The District will provide this training
422 as needed. The District will provide CSEA with the annual
423 training schedule no later than October 1 of each year.

424 8.7.3.2 All bargaining unit members assigned to enroll in certified
425 Therapeutic Crisis Intervention (TCI) training to obtain de-
426 escalation and restraint certification shall be paid \$21.43 per hour
427 for the training. The District shall meet with the Chapter President
428 or designee to discuss recommendations for the prioritization of
429 TCI training attendees.

430 8.7.3.3 For the 2019-2020 school year, unit members assigned to 180-day,
431 181-day and 183-day positions will work and receive pay for an
432 additional two days of service. For the 2020-2021 and 2021-2022
433 school years, the parties agree to negotiate this section during
434 annual reopener negotiations.

435 8.7.4 **Daily Living Requirements**

436 8.7.4.1 Special Education Paraeducators I and II, Case Facilitators, and
437 Behavior Management Technicians I and II are expected to
438 provide daily living requirements if students require such services
439 except for a Special Education Paraeducator I employed before
440 March 1, 1997 will not be required to provide daily living
441 requirements as part of developing students' daily living skills.
442 Daily living requirements, as used in this provision, involves actual
443 bodily assistance of the student and not mere escorting or mere
444 observation for emergencies.

445 8.7.4.2 When a Special Education Paraeducator I (regardless of hire date)
446 provides daily living requirements, that individual shall receive a
447 one (1) range differential per month for the time daily living
448 requirements are provided.

449 8.7.5 **Medical Procedures**

450 8.7.5.1 The District may assign Special Education Paraeducators I and II
451 to be trained and assigned for such services to provide medical
452 procedures for students, including, but not limited to
453 catheterization, gavage feeding, injection, or suctioning. Unit
454 members assigned to provide medical procedures to students on a
455 regular basis shall be paid seventy-five dollars (\$75) a month for
456 providing these services.

457 8.7.5.2 Under the District nurse and/or principal's direction, each school
458 site will develop a backup plan to provide designated medical
459 procedures when the unit member assigned those duties is absent.
460 This plan shall include provisions for providing appropriate
461 training to unit members who provide the designated medical
462 procedures. Unit members providing designated medical
463 procedures on a back-up basis shall be paid ten dollars (\$10) per

- 464 day on which the service is provided, not to exceed a total of
465 seventy-five dollars (\$75) in any calendar month.
- 466 8.7.5.3 Unit members assigned to provide medical procedures for a
467 specific child will be provided the necessary on-the-job training for
468 the specific procedures. This training will be at the District's
469 expense and provided by qualified personnel. Interested unit
470 members (other than those in positions listed in Section 8.7.4.1)
471 can also volunteer for and receive this specific training. Upon
472 successful completion of the training, these volunteers will become
473 eligible for assignment to provide medical procedures to students.
474 The District has sole discretion to determine whether and when to
475 provide training, and to select appropriate unit members for
476 assignment to provide the medical procedures.
- 477 8.7.6 Special Education Paraeducators I and II, Behavior Management Technicians
478 I and II, and Case Facilitators shall be considered placed at the District Office
479 for purposes of assignment only.
- 480 8.7.7 When a Special Education Paraeducator I or II is assigned to a Special Day
481 Class or a Resource Program when a substitute teacher is provided, the
482 Paraeducator shall receive an additional hour of pay for each day with the
483 substitute, except in the case of the assignment of a long-term substitute, in
484 which case the Paraeducator will be paid an additional hour for only the first
485 ten (10) days. If a new long-term substitute is assigned, the ten (10) day limit
486 shall reset.
- 487 8.7.8 When an Instructional Associate, Kindergarten Instructional Associate, PE
488 Instructional Associate or Transitional Kindergarten Associate is assigned to a
489 class when a substitute is provided due to the teacher's unplanned absence
490 (defined as all absences outside of official business), the above classification
491 shall receive an additional hour of pay for each day with the substitute, except
492 in the case of the assignment of a long term substitute, in which case the
493 above classifications will be paid an additional hour for only the first ten (10)
494 days.
- 495 8.8 **Longevity**
- 496 8.8.1 Unit members must be in paid status at least seventy-five percent (75%) of the
497 school year in order to receive credit for a year of service.
- 498 8.8.2 Unit members will receive longevity steps on July 1 as follow:
- 499 beginning of the 7th consecutive year – 4% increase in base salary
500 beginning of the 12th consecutive year – 7% increase in base salary
501 beginning of the 17th consecutive year – 10% increase in base salary
502 beginning of the 21st consecutive year – 13% increase in base salary

503 beginning of the 25th consecutive year – 16% increase in base salary.

504

505 8.8.3 Unit members with breaks-in-service shall be eligible to have all years
506 counted for longevity effective November 1, 1987.

507 8.8.4 Although Noon Duty Supervisors shall be placed on the salary schedule at
508 Range 3.5, Step 1, their years of service prior to becoming unit members shall
509 be credited when determining Longevity increases in base salary under
510 Section 8.8 of this Agreement.

511 8.9 **Health and Welfare Benefits**

512 The District's required contributions toward premiums for medical, dental and vision
513 benefits are set forth in this Section 8.9 (including subsections). Any premium costs
514 above the amounts listed in Section 8.9 will be deducted from unit members' pay checks.

515

516 8.9.1 **Medical Premiums**

517 For the school years 2019-2020 through 2021-2022, medical benefits will be
518 provided by participation in the CalPERS Health Benefits Program, the Public
519 Employees' Medical and Hospital Care Act (PEMHCA). Unit members may
520 choose any one of the plans offered by CalPERS, and must comply with all
521 applicable rules and regulations of the CalPERS Health Benefits Program and
522 PEMHCA. The District shall make contributions toward CalPERS medical
523 premiums for unit members as described below:

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8.9.1.1 **District Basic Contribution For Medical Premiums**

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As required by California Government Code Section 22892, the District will contribute the minimum required contribution amount for each unit member enrolled in an approved CalPERS health plan option. The amount required by Government Code Section 22892 increases annually and is the District's Basic employee only medical benefits Contribution. This Basic Contribution is required only to the extent mandated by law and only as long as the District participates in the PEMHCA plan.

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8.9.1.2 **District Supplemental Benefits Contribution For Medical Premiums**

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Effective the first day of the month in 2019 after the District governing board approves the amendments to this Agreement, the District will provide to each eligible full-time unit member a supplemental monthly contribution toward the costs of the medical plans that, when added to the District Basic Contribution in Section 8.9.1.1 will not exceed the following amounts:

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545

- \$1,075 per month for unit members enrolled in employee only medical benefit plans; and

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- \$1,818 per month for unit members enrolled in two-party or family medical benefits plans.

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The supplemental benefits contribution shall be prorated for part-time unit members as described in Section 8.9.3.

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8.9.2 **Dental and Vision Premiums**

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Until the Joint Powers Authority (JPA) through which the District secures its dental insurance moves away from the composite rate and into a tiered rate plan, the District will pay the cost of the dental and vision insurance premiums, up to the combined total of the Delta Dental composite rate and the Vision Services composite rate. Effective on the date that the JPA moves to the tiered dental insurance plan, the District will pay the full cost of vision insurance premiums and the cost of the dental insurance premiums in an amount up to the full cost of premiums for the JPA's Delta Dental "High Plan" for the tier in which the unit member is eligible and enrolled (single/two-party/family) as authorized by the JPA. Unit members may elect to enroll in the Delta Dental "Premium Plan," as allowed by the JPA, and shall be responsible to pay any premium cost above the "High Plan" premiums for the tier in which the unit member is enrolled. Any additional premium costs shall be deducted from the unit members' paychecks. Unit members assigned

565 to work a total of at least 0.5 FTE are required to participate in the District's
566 dental and vision insurance programs.

567 8.9.3 **Part-time Employees – Pro-Ration of Benefits**

568 8.9.3.1 Unit members hired prior to January 1, 1978, will be entitled to a
569 pro-ration of medical, dental, and vision benefits regardless of
570 number of hours worked. Unit members hired after January 1,
571 1978, must be assigned to work a total of at least 0.5 FTE to
572 qualify on a pro-rata basis.

573 8.9.3.2 Ten (10) month employees shall have their annual health and
574 welfare payment prorated over the ten (10) month work period.

575 8.9.3.3 The proration of benefits for part-time unit members pursuant to
576 this section 8.9.3 shall be calculated by prorating each unit
577 member's "total District contribution amount" by their FTE status.
578 For purposes of this proration, the "total District contribution
579 amount" is defined as the sum of (1) the medical benefits cap
580 established by section 8.9.1 for the plan tier for which the part-time
581 unit member is eligible and enrolled (employee only or two-
582 party/family), (2) the dental benefits premium cap for dental
583 benefits coverage (i.e. the composite rate until the JPA change
584 described in section 8.9.2 becomes effective, or the "High Plan"
585 premium for the tier for which the unit member is eligible and
586 enrolled) and (3) the applicable premium cost for the unit member
587 for vision insurance coverage. The prorated "total District
588 contribution amount" will be used to pay health and welfare
589 premiums in the following order: (1) dental (no more than the
590 High Plan premium cost), (2) vision, (3) medical. Unit members
591 are responsible to pay for any premium costs not covered by the
592 prorated "total District contribution amount."

593 8.9.3.4 The District will pay the full costs of vision insurance premiums
594 and dental insurance premiums up to the High Plan premium level
595 for part-time unit members who elect not to enroll in the District's
596 medical insurance plan, but not more than the pro-rated single cap
597 amount specified in Section 8.9.1.4.

598 8.10 **Domestic Partners**

599 8.10.1 Domestic partners will be covered by the District's health and welfare plans to
600 the extent that the District carriers provide such coverage.

601 8.10.2 The District will provide health benefits for qualified domestic partners of
602 bargaining unit members to the same extent, and subject to the same terms and
603 conditions, as health benefits are available to dependents of unit members

604 under this Agreement. This coverage is conditioned upon the domestic
605 partner meeting all of the criteria of California Family Code Section 297, and
606 upon the unit member presenting the District with proof that a valid
607 declaration of domestic partnership has been filed pursuant to the above
608 Family Code Section or with any local agency registering domestic
609 partnership.

610 8.11 **Section 125 Plan**

611 A Section 125 plan will be implemented and made available to unit members. Effective
612 November 1, 1999, the District will no longer allow the funds listed in Subsection 8.9.1
613 above for payment of premiums for insurance other than medical, dental, or vision.
614 Other insurance premiums may be purchased at District group rates by a unit member
615 through the salary reduction plan (IRS Code Section 125 plan).

616 8.12 **Retiree Medical Benefits**

617 8.12.1 For unit members hired on or after July 1, 2007, the District shall be required
618 to provide only the District Basic Contribution toward medical premiums set
619 forth in Section 8.9.1.1. This District Basic Contribution shall be required
620 only to the extent required by law, and only as long as the District participates
621 in the PEMHCA plan.

622 8.12.2 For unit members hired before July 1, 2007, and retiring on or after July 1,
623 2008, the District shall provide unit members retiring at the age of fifty-five
624 (55) or older, fringe benefits premium contributions according to the
625 following schedule:

626 8.12.2.1 The District Basic Contribution required by Section 8.9.1.1 and
627 Government Code Section 22892.

628 8.12.2.2 In addition to the District Basic Contribution for retired unit
629 members with fifteen (15) up to twenty (20) years of District
630 service, the District shall provide an amount for unit member only
631 medical coverage that, when added to the District Basic
632 Contribution required by Section 8.9.1.1, will not exceed the
633 Kaiser single party rate in effect on the date the unit member's
634 retirement becomes effective;

635 8.12.2.3 In addition to the District Basic Contribution for retired unit
636 members with twenty (20) and up to thirty (30) years of District
637 service, the District shall provide premiums for dental and vision
638 coverage and an amount for unit member only medical coverage
639 only that, when added to the District Basic Contribution required
640 by Section 8.9.1.1 will not exceed the Kaiser single party rate in
641 effect on the date the unit member's retirement becomes effective.

- 642 8.12.2.4 In addition to the District Basic Contribution, for retired unit
643 members with thirty (30) years or more of District service who
644 were hired before January 1, 2002, the District shall provide an
645 amount for the retiree and spouse or domestic partner premiums
646 for dental and vision coverage and medical coverage that, when
647 added to the District Basic Contribution required by Section
648 8.9.1.1, will not exceed the Kaiser two-party rate, dental rate, and
649 vision rate. Unit members hired on or after January 1, 2002, with
650 thirty (30) years or more of District service shall receive the same
651 retiree health benefits contributions as that described in Section
652 8.12.3.3 for retired unit members with twenty to thirty (20-30)
653 years of District service.
- 654 8.12.3 For unit members hired before July 1, 2007, and retiring before July 1, 2008,
655 the District shall provide unit members retiring at the age of fifty-five (55) or
656 older, fringe benefits premium contributions according to the following
657 schedule:
- 658 8.12.3.1 The District Basic Contribution required by Section 8.9.1.1 and
659 Government Code Section 22892.
- 660 8.12.3.2 In addition to the District Basic Contribution, for retired unit
661 members with at least fifteen (15) and up to twenty (20) years of
662 District service, the District shall provide an amount for unit
663 member only coverage that, when added to the District Basic
664 Contribution required by Section 8.9.1.1 will not exceed the Kaiser
665 single party rate.
- 666 8.12.3.3 In addition to the District Basic Contribution for retired unit
667 members with at least twenty (20) and up to thirty (30) years of
668 District service, the District shall provide premiums for dental and
669 vision coverage and an amount for unit member coverage only
670 that, when added to the District Basic Contribution required by
671 Section 8.9.1.1 will not exceed the Kaiser single party rate, dental
672 rate and vision rate.
- 673 8.12.3.4 In addition to the District Basic Contribution for retired unit
674 members with thirty (30) or more years of District service, the
675 District shall provide premiums for dental and vision coverage and
676 an amount for the retiree and spouse or domestic partner coverage
677 that, when added to the District Basic Contribution required by
678 Section 8.9.1.1, will not exceed the Kaiser two-party rate, dental
679 rate and vision rate.
- 680 8.12.4 The years of service described in Sections 8.12.2 and 8.12.3 must be as a unit
681 member in the Berryessa Union School District.

- 682 8.12.5 For retired unit members who worked part-time at the time of retirement, the
683 District's premium contribution described in this Section 8.12 shall be
684 prorated based on the number of hours worked.
- 685 8.12.6 The payment of premiums (if any) required under Section 8.12 will continue
686 until the unit member-retiree is eligible for Medicare or reaches the age of
687 sixty-five (65), whichever event occurs first. When the unit member retiree is
688 eligible for Medicare or reaches the age of sixty-five (65) (whichever occurs
689 first), the unit member-retiree shall be eligible only for the District Basic
690 Contribution as required by Section 8.9.1.1 and Government Code Section
691 22892, and only to the extent that such contribution is required by law.
- 692 8.12.7 To be eligible for retiree medical benefits under Section 8.12, the unit member
693 must have been on paid status in the District or on approved leave at the time
694 of retirement and comply with all applicable rules and requirements for
695 eligibility and participation in retiree medical benefits through CalPERS,
696 including but not limited to the requirement that the unit member retires under
697 CalPERS, and that the unit member must have been enrolled in a CalPERS
698 health plan as an active employee at the time of retirement.
- 699 8.12.8 In lieu of any fringe benefits for those qualifying under this Section 8.12, a
700 unit member with twenty (20) or more years of Berryessa Union School
701 District service, may elect to receive a one (1) time payment calculated on five
702 hundred dollars (\$500) per each year of District service, up to a maximum of
703 fifteen thousand dollars (\$15,000).
- 704 8.13 **Professional Growth Program**
- 705 8.13.1 **Establishment of Professional Growth Committee**
- 706 The President of the Majority Classified Organization shall appoint a
707 Professional Growth Chairperson for a one (1) year term. Three (3)
708 committee members shall be chosen by the affected units (CSEA, Teamsters,
709 and Classified Confidential Management Team). It shall be up to the units to
710 decide on their selection process, with one (1) administrative staff member,
711 and the Superintendent or designee, for a total of five (5) members.
- 712 8.13.2 **Duties of the Committee**
- 713 Committee members will review requests for Professional Growth, for their
714 respective bargaining units. The Committee will review Professional Growth
715 applications in accordance with Article 8.13.5.4 below.
- 716 8.13.3 **Professional Growth Requirements**
- 717 Professional Growth increments may be awarded after completing nine (9)
718 units of work in community college, accredited university or college, Adult
719 Education (including seminars and workshops). Effective July 1, 1998,

720 Professional Growth Increments will be paid at two hundred and fifty dollars
721 (\$250) per increment paid in a lump sum on November 30. All CSEA unit
722 members shall be eligible to participate in the Professional Growth program.

723 8.13.4 **Unit Evaluation Requirements**

724 8.13.4.1 All units approved and earned must be job related.

725 8.13.4.2 Courses submitted for credit must be approved prior to beginning
726 classes.

727 8.13.4.3 Credit may be granted only for courses completed after the date of
728 beginning employment with Berryessa Union School District.

729 8.13.4.4 One (1) unit (or one (1) semester) normally represents one (1) hour
730 per week during one (1) semester in lecture or recitation work with
731 necessary preparation time, or three (3) hours per week in
732 laboratory or other work not requiring homework or other
733 preparation.

734 8.13.4.5 Credit for classes in adult education or other approved education
735 experience (including seminars and workshops) will be granted as
736 follows:

Total Hours Adult Education (including seminars 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

737 8.13.4.6 Credit for adult education courses, seminars, and/or workshops that
738 are less than five (5) hours in length may be combined in order to
739 earn professional growth units and increments.

740 8.13.4.7 In order to receive credit for the course, all unit members taking
741 courses in adult education must obtain a satisfactory grade and
742 follow the attendance schedule (see absences permitted). Courses
743 may only be repeated if the unit member fails the course. Credit
744 for District units may be carried into the succeeding school year.

745 8.13.4.8 Professional growth credit will not be granted for courses,
746 seminars, and/or workshops paid for by the District or attended on

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district time. Professional growth credit will not be granted for any class for which the District provided expense reimbursement under the Career Ladder Program established by Section 8.15.

750 8.13.5 **Procedures**

751
752 8.13.5.1 Applicants for Professional Growth obtain the application form
753 from the office of Human Resources. Applicants shall fill out the
754 form completely and obtain immediate supervisor's signature.

755 8.13.5.2 Applicants shall submit the signed form to Human Resources.
756 Upon receipt, Human Resources shall distribute applications to the
757 CSEA Professional Growth Committee Member.

758 8.13.5.3 The CSEA Committee Member shall indicate on the application
759 that they approve or deny and shall submit the application to the
760 Assistant Superintendent of Human Resources for counter
761 signature within five (5) work days. The Assistant Superintendent
762 of Human Resources shall indicate on the application that they
763 approve or deny within 5 work days of receipt of application.
764 Should the CSEA Committee Member and the Assistant
765 Superintendent of Human Resources both approve, the application
766 is considered complete and the applicant may begin approved
767 courses. Should both deny, the application is considered complete
768 and the application is denied.

769
770 8.13.5.4 **Professional Growth Committee Review**

771
772 If there is disagreement between the CSEA Committee Member
773 and the Assistant Superintendent of Human Resources, the
774 application shall be forwarded to the Professional Growth
775 Committee Chairperson for committee review within five (5) work
776 days. The Committee shall vote to approve or deny such
777 applications. The decision of the Professional Growth Committee
778 is final.

779
780 8.13.5.5 It is the responsibility of the applicant to apply for Professional
781 Growth Credit and verify completion of course work with the
782 Human Resources Department. An official transcript, verified
783 grade card, instructor's signed statement, or signed certificate of
784 completion covering work completed shall be filed by the
785 applicant to Human Resources within three (3) months of
786 completing the class.

787 8.14 **Staff Development**

788 Each school year, the District will deposit five thousand dollars (\$5,000) into a fund to
789 provide staff development for unit members. A committee of CSEA representatives and
790 District administrators will review and approve proposals for use of these funds. The
791 committee shall be comprised of the following four (4) members: (1) the CSEA President

792 or designee, (2) a second representative appointed by CSEA, (3) the Assistant
793 Superintendent of Human Resources or designee, and (4) The Assistant Superintendent of
794 Educational Services or designee. Any money left in the account at the end of the fiscal
795 year will be “rolled over” to the following year up to a maximum of twenty-five thousand
796 dollars (\$25,000).

797 8.15 **Career Ladder Program**

798 8.15.1 **Program Description**

799 8.15.1.1 Each school year, five thousand dollars (\$5,000) will be set aside
800 by the District in support of a Career Ladder Program for unit
801 members who are working towards completing requirements for a
802 teaching or other services credential issued by the California
803 Commission on Teacher Credentialing (CTC). Any money left in
804 the account at the end of the fiscal year will be “rolled over” to the
805 following year.

806 8.15.1.2 The Program shall provide reimbursement to unit members of up
807 to a maximum of \$5,000 per year for the costs of completing
808 approved coursework needed to obtain a teaching or other services
809 credential issued by the CTC. Costs reimbursable through the
810 Career Ladder Program include costs of course registration, tuition,
811 books, lab and examination fees at accredited higher education
812 institutions. Incidental expenses such as parking, health services,
813 and student penalty fees will not be reimbursed.

814 8.15.1.3 The Career Ladder Committee shall consider applications for
815 reimbursement as stated in Section 8.15.3.

816 8.15.1.4 No more than four (4) participants may be authorized during any
817 year that the Program is in effect.

818 8.15.2 **Program Requirements**

819 8.15.2.1 The Classified Career Ladder Award Program application must be
820 completed by the applicant and submitted to the Human Resources
821 Department. Upon receipt, Human Resources shall distribute
822 completed applications to the Career Ladder Committee.
823 Applications must be approved by the Career Ladder Committee
824 prior to commencing the coursework for which reimbursement is
825 sought.

826 8.15.2.2 Unit members who have completed their initial probationary
827 period with the District may apply for the Career Ladder Program.
828 Career Ladder Program Participants must be working toward
829 completing requirements for a teaching or other services credential
830 issued by the California Commission on Teacher Credentialing.

- 831 8.15.2.3 The Program application shall require Participants to specify a plan
832 and timeline for completion of the educational and other
833 requirements for a CTC-issued credential, and shall include
834 confirmation that the Program applicant understands and agrees to
835 the Participant requirements, including, but not limited to the
836 Program commitment requirements set forth in Section 8.15.4.
- 837 8.15.2.4 After a Program application is approved and the Participant is
838 accepted into the Program, the Participant is not required to
839 reapply to receive reimbursement through the Program for
840 reimbursable tuition costs and other expenses as approved in the
841 Program application.
- 842 8.15.2.5 To receive reimbursement for costs approved in the Program
843 application, Participants must submit to Human Resources verified
844 transcripts from the accredited institution where coursework has
845 been completed, as well as copies of receipts for approved
846 expenses. Participants must obtain a C/Pass grade or better in
847 order to receive reimbursement for tuition associated with that
848 class.
- 849 8.15.2.6 Approval of an initial Program application does not guarantee that
850 funding will be available to provide reimbursement for all years of
851 Program participation as described in the application.
- 852 8.15.3 **Career Ladder Committee**
- 853 8.15.3.1 A Career Ladder Committee shall be established to consider and
854 approve applications for participation in the Career Ladder
855 Program. The Committee shall have four (4) members, with two
856 appointed by CSEA, and two appointed by the District.
- 857 8.15.3.2 The Committee will review each application to determine whether
858 to grant or deny the request for funding, and may approve funding
859 in an amount different from that requested in the initial application.
860 The committee may approve applications for up to a maximum of
861 \$5,000 per year per participant for approved career ladder
862 activities. Approval of Program applications requires an
863 affirmative vote of at least three committee members. Decisions of
864 the Committee shall be final and are not subject to appeal or the
865 grievance procedure of this Negotiated Agreement.
- 866 8.15.3.3 In considering Program applications, the Committee shall consider
867 at least the following:
- 868 • The likelihood that the applicant will obtain a CTC-issued
869 credential within the timeline specified in the application;

- 870 • The length of time it will take to complete the credential; and
- 871 • The available funding for the Program and the extent to which
- 872 that funding will be available to assist the applicant and other
- 873 approved Program Participants to complete the Program and
- 874 receive CTC-issued credentials on the timelines set forth in the
- 875 approved program applications.

876 8.15.4 **Participant Commitment**

877 8.15.4.1 As a condition of receiving funding through the Career Ladder
878 Program, Participants must commit to applying for employment in
879 a certificated position in the Berryessa Union School District after
880 they have obtained a CTC teaching or other credential. If hired into
881 a certificated position in the District, the Program Participants
882 agree that they will serve as certificated employees in the District
883 for at least two years. Participation in the Career Ladder Program
884 does not guarantee an offer of employment in the District as a
885 certificated employee.

886 8.15.4.2 If a Program Participant otherwise fulfills the requirements of this
887 Program, but the District does not make an offer of employment as
888 a certificated employee, the Participant shall not be penalized or
889 required to reimburse the District.

890 8.15.4.3 If a Program Participant resigns from employment in the District or
891 is terminated for cause before completing two years as a
892 certificated employee in the District, the Participant shall
893 reimburse the District a pro rata share of all funds received from
894 the District for participation in the Program (e.g., if the Participant
895 completes only one year of service as a certificated employee in
896 the District, the Participant shall reimburse the District for 50% of
897 the funds received through the Program).

898 8.15.4.4 If the District terminates a Program Participant by layoff or by
899 release from probation before the Participant completes two years
900 of service as a certificated employee in the District, the Participant
901 shall not be required to reimburse the District for funds received
902 for participation in the Program.

903 8.15.4.5 If a Program Participant does not receive a CTC-issued credential
904 by the expected credential completion date as described in the
905 approved Program application, the Participant shall be required to
906 reimburse the District for one-half of the funds received through
907 the Program on a reimbursement schedule mutually agreed by the
908 District and the Participant that ensures repayment within no less
909 than five (5) years. If unforeseen circumstances cause a delay in

910 the credential completion time, the Participant may apply to the
911 Committee for an extension of time to receive the credential.

912 8.15.4.6 Should a Participant receive no funding pursuant to Article
913 8.15.2.6, the plan and timeline for completion described under
914 Article 8.15.2.3 shall be automatically extended to account for the
915 break in funding.

BERRYESSA UNION SCHOOL DISTRICT
1376 Piedmont Road
San Jose, CA 95132

REQUEST FOR AWARD APPROVAL
Classified Career Ladder Program

Career Ladder for unit members who are working towards completing requirements for a teaching or other services credential issued by the California Commission on Teacher Credentialing. Unit members may apply for the Career Ladder Program after completion of their initial probationary period with the District.

Participants must agree to serve as a certificated employee in Berryessa Union School District for two years after obtaining their credential while utilizing this program.

In order to receive reimbursement for approved Program expenses, Participants must submit a reimbursement request form to Human Resources after completion of each term (e.g. quarter or semester). The reimbursement request must include verification of course work completion from the accredited community college or university, as well as copies of receipts. Participants must obtain a C/Pass grade or better in order to be reimbursed for tuition in that class. Reimbursement may be provided for the costs of course registration, tuition, books, lab and examination fees at accredited higher education institutions. Incidental expenses such as parking, health services, and student penalty fees will not be reimbursed.

The Career Ladder Committee may approve applications for up to a maximum of \$5,000 per year for approved activities.

(See Article 8.15 of CSEA Negotiated Agreement)

Name: _____ Date: _____

Classification: _____ Site/Department: _____

Phone: _____ Email: _____

Indicate Highest Level of Education

- High school diploma, GED
- Some college
- Associate degree
- Bachelor's degree
- Master's degree
- Degree obtained in foreign country, if yes, where: _____

Credential desired: _____

Accredited Institution planning to attend: _____

Plan and Schedule for Credential Completion: [*Attach additional pages as needed.*]

Prior applicant:

YES: _____ NO: _____

If yes, indicate last time you received a Career Ladder award: _____

Amount of reimbursement expected to be requested during each year of program participation: [*Attach additional pages as needed.*]

By signing this application, the participant understands they may be required to reimburse Berryessa Union School District for funds received during participation in the Career Ladder Program. The specific circumstances by which a participant may be required to reimburse are explained in Article 8.15.2 and 8.15.4 of the CSEA Collective Bargaining Agreement.

Signature

Date

916 8.16 **District Work Opportunities Outside Bargaining Unit**

917 Within the first three (3) weeks of the school year, Human Resources Department will
918 notify the CSEA President and unit members of the District's hourly rate for before-
919 school and after-school instruction. This is not CSEA bargaining unit work, and as such,
920 will be considered employment separate from any unit position, and not part of overtime
921 calculations or eligibility for benefits.

922 8.17 **Payment of Compensation**

923 8.17.1 The monthly salary will be calculated by multiplying the hourly rate by one
924 hundred and seventy-four (174).

925 8.17.2 Each unit member will receive their regular monthly pay on the last working
926 day of the month. If any unit member works less than one (1) full month, then
927 the unit member will receive a pro-ration of their monthly pay rate on the last
928 working day of the month.

929 **8.18 Emergency School/Work Site Closure**

930 In the event that a school or other worksite must be closed as the result of an emergency,
931 epidemic, quarantine, or other condition involving the health or safety of employees or
932 students, the District will notify CSEA as soon as reasonably possible of the closure.
933 Upon request of CSEA, the District will meet promptly with CSEA and will negotiate
934 regarding impacts identified by CSEA of the closure on compensation, vacation leaves,
935 safety, and any other mandatory subjects of bargaining to the extent required by the
936 Education Employment Relations Act and the provisions of this Negotiated Agreement,
937 including but not limited to Article 2.

938 **ARTICLE 9: PROBATION AND EVALUATION**

939 9.1 **Probationary Unit Members**

940 9.1.1 **Probationary Period – New Hires**

941 The probationary period for all classified unit members new to the District
942 shall be six (6) months in paid status. The District may release a probationary
943 unit member new to the District at any time during the probationary period by
944 providing notice to the probationary unit member.

945 9.1.2 **Probationary Period – Promoted Unit Members**

946 9.1.2.1 All unit members who are promoted into a higher classification
947 will have a probationary period of forty-five (45) workdays in paid
948 status. The District may, at its discretion, extend this probationary
949 period for an additional period of up to forty-five (45) workdays.

950 9.1.2.2 Unit members in probationary status due to a promotion will have
951 the right to return to their previous position within the first two
952 months of the probationary period. A substitute may be employed
953 to fill the vacancy for the two-month period.

954 9.1.2.2.1 In order to assist the probationary unit member in
955 making a decision whether or not to return to their
956 prior position, and upon request of the probationary
957 unit member, the immediate supervisor will provide
958 an initial assessment of the likelihood of
959 successfully completing probation.

960 9.1.2.2.2 A permanent unit member who is promoted to a
961 new position and fails to successfully complete
962 probation in the new position shall be employed in
963 the classification from which he or she was
964 promoted.

965 9.2 **Evaluation System Purposes and Goals**

966 The evaluation system should assist unit members and evaluators in focusing on the
967 important elements of effective evaluation. Throughout the evaluation process, the
968 evaluator and unit member should be mindful of the multiple activities and
969 responsibilities of unit members that contribute to student learning and the success of the
970 District. The District and Association will continue to work together to support the
971 professional growth and effectiveness of unit members.

972 9.3 **Evaluation of Permanent Unit Members**

973 9.3.1 Permanent unit members shall be evaluated every other year by June 1, and
974 may be evaluated yearly at the evaluator's discretion. Permanent unit
975 members transferred must be evaluated by their new supervisor during the
976 first year of reassignment by June 1. The unit member shall receive a copy of
977 the completed evaluation. The supervisor shall hold a conference with the
978 unit member to discuss the written evaluation.

979 9.3.2 Prior to the evaluation, the District shall inform permanent unit members of
980 who will serve as the evaluator.

981 9.3.3 Any less than satisfactory designation must be described in writing, and in the
982 event of an overall unsatisfactory evaluation, the supervisor and the unit
983 member shall collaboratively develop methods of improvement. The
984 supervisor shall assist the unit member in achieving improvements. The unit
985 member shall cooperate in this program.

986 9.3.4 If, during the rating period, a unit member works a split assignment at two (2)
987 sites, the District may require the immediate supervisor at each site to provide
988 separate evaluations, or may require the two (2) supervisors to jointly evaluate
989 the unit member.

990 9.3.5 All unit members have a right to respond to any evaluation and to have that
991 response attached to the evaluation within ten (10) workdays.

992 9.4 **Evaluation Of Newly Hired Probationary Unit Members**

993 Probationary unit members new to the District shall be evaluated by their immediate
994 supervisors during the second (2nd) and sixth (6th) month of the probationary period.
995 The evaluation shall be in writing, and the probationary unit member shall have a right to
996 respond to any evaluation and to have the response attached to the evaluation within ten
997 (10) workdays.

998 9.5 **Evaluation Form**

999 The evaluation form, *Classified Employee's Work Performance Report*, is attached as
1000 Appendix G.

1001 **ARTICLE 10: VACANCIES TRANSFERS AND PROMOTIONS**

1002 10.1 **Definitions**

1003 10.1.1 **Transfer**

1004 A transfer is the movement of a unit member from one work site to another
1005 work site within the same classification or within the same salary range,
1006 which is non-promotional in nature. A voluntary transfer is a transfer initiated
1007 by a unit member. An administrative transfer is a District-initiated transfer.

1008 10.1.2 **Promotion**

1009 A promotion is the movement within the bargaining unit of a unit member
1010 from one classification to another classification with a higher salary range
1011 designation. See Article 9, Section 9.1.2, for provisions on promotional
1012 probationary period.

1013 10.2 **Procedure for Posting and Filling Vacancies**

1014 10.2.1 **Determining Existence of Vacancies**

1015 After meeting the requirements for any re-employment placements and/or
1016 administrative transfers, the District will determine if a vacancy exists.

1017 10.2.2 **Posting Notice of Transfer Opportunities**

1018 If the District determines that a vacancy exists, it shall post the position for
1019 transfer from within the same classification for three (3) working days before
1020 it posts the position for promotion of other applicants. The District may
1021 approve a written transfer request submitted in response to this notice without
1022 conducting interviews. The District is not required to approve any transfer
1023 requests.

1024 10.2.3 **Posting Notice of Vacancy**

1025 If the District does not fill the vacancy by transfer pursuant to Section 10.2.2,
1026 the District will post the position declared vacant for seven (7) working days.
1027 The District may announce the position simultaneously within the District and
1028 outside the District. Copies of the vacancy announcement will be sent to the
1029 CSEA President or designee.

1030 10.2.4 **Notice and Posting Procedures**

1031 10.2.4.1 The vacancy notice shall include: the job title, brief description of
1032 duties, the assigned work site, the number of hours per week, the
1033 salary range, the date of the posting, the closing date for
1034 applications, and a statement of the selection criteria. A job

- 1035 description shall be provided by Human Resources Department
1036 upon request.
- 1037 10.2.4.2 All vacancy notices shall be posted at a designated area at each
1038 work site. The District will also send notices of vacant positions
1039 under Sections 10.2.2 and 10.2.3 by e-mail to all unit members
1040 who have District e-mail accounts.
- 1041 10.2.5 **Notice During Recess**
- 1042 Notice of vacancies occurring during recess periods will be mailed only to
1043 unit members who submit a written request to receive mailed notices during
1044 recess periods or vacations.
- 1045 10.2.6 **Screening of Applicants**
- 1046 The District will paper screen all applications to determine if all the minimum
1047 qualifications are met based on the job description. The District retains the
1048 right to determine qualifications of candidates. A bargaining unit applicant
1049 who meets the minimum qualifications for the vacancy shall be granted an
1050 interview. Unit members on probationary or remediation status shall not be
1051 eligible automatically for an interview.
- 1052 10.2.7 **Selection Process**
- 1053 10.2.7.1 After the screening process has been completed, the selection will
1054 be based on:
- 1055 10.2.7.1.1 Training
- 1056 10.2.7.1.2 Specified skills, and
- 1057 10.2.7.1.3 Prior experience
- 1058 10.2.7.2 The above criteria will be assessed for each candidate through an
1059 interview and/or a formal test.
- 1060 10.2.7.3 If candidates are judged equal after the assessment, the seniority
1061 within the District shall be the determining factor.
- 1062 10.2.7.4 Within fifteen (15) days of a request by an unsuccessful candidate,
1063 the Assistant Superintendent of Human Resources or designee
1064 shall meet and provide reasons for non-selection based on the
1065 established selection criteria.
- 1066 10.2.7.5 The Association shall have the right to appoint a unit member to
1067 serve on each interview panel. The Association will, during the
1068 first full week of each school year, submit to the Human Resources

1069 Department a list of names of those unit members who the
1070 Association, through its Chapter President or designee, has
1071 appointed to serve on any upcoming/future interview panels.

1072 10.3 **Administrative Transfer**

1073 10.3.1 **Transfer**

1074 An administrative transfer may be initiated by the District at any time such
1075 transfer is in the best interest of the District based on work-related needs. The
1076 unit member affected by such transfer and the Association will be given notice
1077 as soon as possible. Upon request, the unit member shall be afforded the
1078 opportunity to meet with the Assistant Superintendent of Human Resources or
1079 designee regarding the transfer.

1080 10.3.2 **Accommodation for Disability**

1081 The District may administratively transfer a unit member(s), if the transfer is
1082 necessary to reasonably accommodate an individual with a qualified disability
1083 under the Americans with Disabilities Act or the parallel California statute.
1084 This provision is not grievable.

1085 10.3.3 **District Reorganization**

1086 The District will consult with CSEA in advance of implementing any
1087 reorganization, which may cause the transfer of unit member.

1088 10.4 **Substitute Service While Filling Vacancy**

1089 If the District is engaged in the process to hire a permanent employee to fill a vacancy in
1090 any unit position, the District may fill the vacancy through the employment of one or
1091 more substitutes for not more than sixty (60) calendar days. If the position remains
1092 unfilled after sixty (60) calendar days, the District will consult with the Association on
1093 the difficulties in the filling of the position. The Association may grant an extension for
1094 an additional thirty (30) work days.

1095 10.5 **Part-time Unit Members Working as Substitutes**

1096 10.5.1 Part-time unit members may act as substitutes or may assume short-term
1097 positions in those hours that they are not regularly employed. To be
1098 considered, the unit member must place his/her name on a District list; the
1099 unit member must be qualified; and the extra work may be assigned without
1100 administrative difficulties.

1101 10.5.2 The unit member's status in these positions remains as substitute or short-
1102 term. A unit member does not accrue seniority or gain hours for benefit
1103 eligibility. The pay rate will be in accordance with Article 8.4, Working in a
1104 Higher Classification.

1105 10.6 **Promotional Pay**

1106 When a unit member is promoted to a higher classification, the unit member shall be
1107 entitled to placement in the appropriate range and step that provides no less than a five
1108 percent (5%) increase.

1109

1110 10.7 **Training**

1111 When filling vacancies, the District shall consider the training needs of the unit member
1112 filling the vacancy and make training available as deemed appropriate by the District.
1113 The unit member shall inform his/her immediate supervisor within the first two weeks of
1114 working in the new position if he/she requests additional training.

1115 **ARTICLE 11: LEAVE PROVISIONS**

1116 11.1 **Sick Leave**

1117 11.1.1 A unit member who is absent for any reason must report by telephone to the
1118 unit member's department head or designee on the first day of such absence,
1119 unless prior approval has been obtained. Failure to report an absence is
1120 considered a serious offense and continual failure to submit such a report will
1121 be considered grounds for dismissal.

1122 11.1.2 Whenever illness/injury causes absence of five (5) or more consecutive days,
1123 the unit member shall provide to the Assistant Superintendent of Human
1124 Resources, a written statement that a physician certifying the nature of the
1125 disability. The physician's statement shall be specific as to health condition
1126 and as to the disabling effects of the health condition. At reasonable intervals
1127 thereafter, the District may require from the unit member additional written
1128 statements by a physician certifying to the continuing nature for the disability.

1129 11.1.3 In the event of a scheduled disability (surgery, childbirth, etc.) the unit
1130 member shall notify the Assistant Superintendent of Human Resources in
1131 writing of the anticipated absence. Such notification shall include the
1132 anticipated beginning and ending dates of the leave. Whenever possible, such
1133 notification shall be provided at least twenty (20) working days prior to the
1134 scheduled disability.

1135 11.1.3.1 **Definition:**

1136 Sick Leave is defined as the authorized absence from duty of a unit
1137 member because of:

1138 11.1.3.1.1 The unit member's own illness or injury not
1139 covered by Worker's Compensation.

1140 11.1.3.1.2 The unit member's dental, eye, and other physical
1141 or medical examination or treatment by a licensed
1142 practitioner.

1143 11.2 **Paid Sick Leave**

1144 11.2.1 A regular unit member shall earn paid sick leave in accordance with the
1145 provisions of the Education Code. Unused sick leave may be accumulated
1146 without limit.

1147 11.2.2 At the beginning of each fiscal year, the number of sick leave days of the unit
1148 member shall be increased by the number of days of paid sick leave, which
1149 the unit member would normally earn in the ensuing fiscal year. A unit

- 1150 member's number of sick leave shall be adjusted if a change of assignment
1151 alters the amount of sick leave earnable.
- 1152 11.2.3 Sick leave may be taken at any time, provided that new unit members shall
1153 not be eligible to use more than six (6) days of paid sick leave until the first
1154 day of the calendar month after completion of six (6) months active service
1155 with the District.
- 1156 11.2.4 Unit members shall have sick leave absence deducted in ¼-hour increments.
1157 In order to receive compensation while absent on sick leave, the unit member
1158 must notify the supervisor of the absence at least one (1) hour before the
1159 beginning of the working day on the first day absent, unless conditions make
1160 notification impossible. The burden of proof of impossible conditions shall be
1161 upon the unit member.
- 1162 11.2.5 At least one (1) day prior to the unit member's expected return to work, the
1163 unit member shall notify the supervisor in order that any substitute may be
1164 terminated. If the unit member fails to notify the supervisor and both the unit
1165 member and the substitute report, the substitute is entitled to the assignment,
1166 and the unit member shall not receive pay for that day.
- 1167 11.2.6 Unit members have the option to verify prior sick leave credit and request
1168 adjustments. The Payroll Department shall maintain records of sick leave
1169 utilization and balance.
- 1170 11.2.7 The entitlements to regular paid sick leave, vacation time, compensatory time,
1171 Family Medical Leave, and catastrophic benefits shall run concurrently with
1172 the five-months of extended sick leave.
- 1173 11.3 **Additional Sick Leave**
- 1174 11.3.1 After expiration of paid sick leave, a unit member who is ill or injured may,
1175 upon request, use accumulated vacation or compensatory time, to avoid leave
1176 without pay.
- 1177 11.3.2 For a period not to exceed five (5) calendar months from the first day of the
1178 extended illness or injury, including the exhaustion of all paid sick leave,
1179 vacation time, and compensatory time, a unit member shall be paid at the rate
1180 of fifty percent (50%) of the employee's regular salary.
- 1181 11.4 **Sick Leave for Personal Necessity**
- 1182 11.4.1 Up to seven (7) days of the sick leave granted annually to unit members may
1183 be used for reasons of personal necessity.
- 1184 11.4.1.1 Unit members may annually use up to three (3) of the
1185 allotted seven (7) Personal Necessity Leave days as
1186 Discretionary Days.

- 1187
1188 11.4.1.2 Unit members are not required to provide a reason for the
1189 use of any Discretionary Day but must provide at least
1190 three (3) work days’ notice of the use of such day to their
1191 immediate supervisor through completion and submission
1192 of the “Leave of Absence Request Form.”
1193
- 1194 11.4.1.3 Discretionary Days may not be used on scheduled training
1195 or staff development days, immediately before, after or
1196 during a holiday recess period, or during the first two (2)
1197 weeks or the last two (2) weeks of the instructional school
1198 year without prior approval.
1199
- 1200 11.4.1.4 Unused Discretionary Days do not accumulate and cannot
1201 be carried over from year to year.
1202
- 1203 11.4.2 Business of an emergency or urgent nature, accidents, family illness, court
1204 appearances, deaths, imminent danger to home or personal property, and other
1205 unforeseen occurrences which require the presence of the unit member are
1206 representative of those situations which constitute personal necessity.
1207 Medical and dental appointments meet the definition of sick leave as stated in
1208 Section 11.1.3.1.2 and shall be reported as sick leave. Personal necessity
1209 leave may not be used for the purpose of extending a weekend, vacation or
1210 holiday.
- 1211 11.4.3 Each unit member may utilize the provisions of this Section to take care of
1212 personal business which, under the circumstances, the unit member cannot
1213 reasonably be expected to disregard and which requires his/her attention
1214 during his/her assigned hours of service.
- 1215 11.4.4 Prior approval for utilization of personal necessity days is required except
1216 when prior approval is not reasonably possible due to the circumstances of the
1217 need for the leave. The unit member shall inform his/her supervisor of the
1218 general nature of the personal necessity, but shall not be required to provide
1219 personal and private details beyond the information required to show that the
1220 leave qualifies for personal necessity.
- 1221 11.4.5 Seven (7) days represents the maximum allowable number of days available
1222 in any school year for personal necessity leave. Personal necessity days may
1223 not be carried over from one year to the next.
- 1224 11.4.6 Absences from duty related to employee organizational concerns or work
1225 stoppage shall not be charged to personal necessity.
- 1226 11.4.7 It shall continue to be the responsibility of the unit member to notify the
1227 department head or supervisor of his/her absence.

1228 11.5 **Termination of Sick Leave**

1229 A unit member who has been placed on paid or unpaid sick leave may return to duty at
1230 any time during the leave, provided that the unit member is able to resume the assigned
1231 duties, and if the leave has been for more than twenty (20) working days, provided that
1232 the unit member has notified the District of the employee's return at least one (1)
1233 working day in advance.

1234 11.6 **Exhaustion of Sick Leave and Any Leave Without Pay**

1235 11.6.1 Leave of absence without pay may be granted to a unit member who has
1236 exhausted all entitlement to sick leave, vacation, and other available paid
1237 leave, excluding catastrophic leave benefit, and who continues to be absent
1238 because of illness/injury. Such leave may be granted for a period of time not
1239 to exceed six (6) months. The Board may renew the leave of absence without
1240 pay for two (2) additional six (6) month periods or such lesser leave periods
1241 that it may provide, but not exceed a total of eighteen (18) months.

1242 11.6.2 At the conclusion of all paid and unpaid leaves, excluding catastrophic leave
1243 benefit, if the unit member is unable to assume the duties of the position, or
1244 the unit member is not transferred to another position, the unit member shall
1245 be placed on a re-employment list for a period of 39 months.

1246 11.6.3 When available, during the 39-month period, he/she shall be employed,
1247 provided he/she is medically able, in a vacant position in the classification
1248 previously held over all other available candidates except for re-employment
1249 lists established because of lack of work or lack of funds, in which case he/she
1250 shall be listed in accordance with appropriate seniority regulations. Any unit
1251 member receiving benefits as a result of this Section shall, during periods of
1252 injury or illness, remain within the State of California unless the Board of
1253 Trustees authorizes travel outside the state. A unit member who has been
1254 placed on a re-employment list, as provided herein, who has been medically
1255 released for return to duty and who fails to accept an appropriate assignment
1256 shall be dropped from the re-employment list.

1257 11.6.4 Upon return from the re-employment list and the resumption of duties, the
1258 break in service will be disregarded and the unit member shall be fully
1259 restored as a permanent employee.

1260 11.7 **Catastrophic Illness Benefit**

1261 On a case-by-case basis and with mutual agreement of the Association and the District,
1262 any bargaining unit member may donate accumulated and unused eligible leave credits to
1263 another bargaining unit member when that bargaining unit member or a member of
1264 his/her family suffers from a catastrophic illness or injury.

1265	11.7.1	<u>Definition</u>	
1266	11.7.1.1	Catastrophic illness or injury means an illness or injury that is	
1267		expected to incapacitate a member of the bargaining unit for an	
1268		extended period of time, or that incapacitates a unit member's	
1269		family, and that incapacity requires the bargaining unit member	
1270		to take time off from work for an extended period of time to	
1271		care for that family member, and taking extended time off from	
1272		work creates a financial hardship for the bargaining unit	
1273		member because of his/her sick leave and other paid time off	
1274		has been exhausted.	
1275	11.7.1.2	"Eligible leave credits" means sick leave accrued to the	
1276		donating bargaining unit member.	
1277	11.7.1.3	"Family members" shall be as defined in this Article for	
1278		bereavement leave.	
1279	11.7.2	<u>Eligibility</u>	
1280		Eligible leave credits may be donated to a bargaining unit member for a	
1281		catastrophic illness or injury if all of the following requirements are met:	
1282	11.7.2.1	The bargaining unit member who is, or whose family member	
1283		is suffering from a catastrophic illness or injury requires that	
1284		eligible leave credits be donated and provides verification of	
1285		catastrophic injury or illness as required by the District.	
1286	11.7.2.2	The District determines that the bargaining unit member is	
1287		unable to work due to the bargaining unit member's, or his or	
1288		her family member's, catastrophic illness or injury.	
1289	11.7.2.3	The unit member requesting donations of sick leave has	
1290		exhausted all accrued paid leave credits, including differential	
1291		leave.	
1292	11.7.2.4	Days of pay granted as a benefit under this Section, shall not be	
1293		considered as leave that must be exhausted prior to being	
1294		placed on the thirty-nine (39)-month re-employment list. A	
1295		unit member may be on the re-employment list and still receive	
1296		days of pay donated under this Section.	
1297	11.7.3	<u>Procedure</u>	
1298	11.7.3.1	A bargaining unit member who wishes to receive the	
1299		catastrophic illness benefit must request in writing to the	
1300		Association and District that sick leave donations be solicited	

- 1301 on his or her behalf. The request must be accompanied by a
1302 verification of the catastrophic injury or illness.
- 1303 11.7.3.2 Donations will be solicited by a joint announcement of the
1304 Association and District. The announcement will not name the
1305 specific individual for whom the donations are requested.
- 1306 11.7.3.3 Sick leave may be donated in one-(1) hour increments.
- 1307 11.7.3.4 The maximum amount of time that donated leave credits may
1308 be used by the recipient bargaining unit member shall not
1309 exceed twelve (12) consecutive months.
- 1310 11.7.3.5 All transfers of eligible leave credits shall be irrevocable.
1311 However, if the leave is not used within twelve (12) months of
1312 donation, it will revert to the donor.
- 1313 11.7.3.6 A bargaining unit member who received paid leave pursuant to
1314 this Section shall use any leave credits that he/she continues to
1315 accrue on a monthly basis prior to receiving paid leave
1316 pursuant to this catastrophic illness benefit.
- 1317 11.7.3.7 Donated leave credits shall be used in the order donations are
1318 received. However, one (1) day of leave will be used from
1319 each donor before a second day is utilized from any other
1320 donor. This sequential process will be repeated for all donation
1321 rounds thereafter.
- 1322 11.7.3.8 Donated eligible credits shall be utilized on a one to one ratio
1323 (1:1). The recipient shall be paid at his/her regular rate of pay.
- 1324 11.7.3.9 The District may adopt rules and regulations for the
1325 administration of this benefit as long as the regulations do not
1326 conflict with the specific provisions of the collective
1327 bargaining agreement. Such rules and regulations will be
1328 submitted to the Association for review prior to
1329 implementation.
- 1330 11.8 **Industrial Accident and Illness Leave**
- 1331 11.8.1 As a result of an industrial accident leave, the District shall endorse benefit
1332 checks received from the Worker's Compensation Carrier to the unit member
1333 (when possible). These checks will be available with the unit member's
1334 regular warrant. The unit member's warrant will be adjusted to reflect
1335 appropriate earnings. If, within the sixty (60) working day period, a unit
1336 member who is on leave is released by a medical practitioner to return to work
1337 without restrictions, the unit member shall assume his/her normal duties on
1338 the second working day following his/her release. Periods for leave of

- 1339 absence, paid or unpaid, shall not be considered a break in service for the unit
1340 member on leave.
- 1341 11.8.2 Payment for wages lost on any day shall not, when added to an award granted
1342 the unit member under the Worker's Compensation laws of this state, exceed
1343 the normal wage for the day. The industrial accident or illness leave is to be
1344 use in lieu of all other sick leave benefits. When entitlement to industrial
1345 accident or illness leave under this Section has been exhausted, entitlement to
1346 all other sick leave, vacation or other paid leave may then be used.
- 1347 11.8.3 If, however, a unit member is still receiving temporary disability payments
1348 under the Worker's Compensation laws of this state at the time of the
1349 exhaustion of benefits under this Section, he/she shall be entitled to use only
1350 so much of his/her accumulated and available normal sick leave and vacation
1351 leave, which when added to the Worker's Compensation award, provides for a
1352 day's pay at the regular rate of pay.
- 1353 11.8.4 During all paid leaves of absence, the unit member shall endorse to the
1354 District wage loss benefit checks received under worker's compensation law.
1355 The District shall issue the unit member appropriate warrants for payment of
1356 wages or salary and shall deduct normal retirement and other authorized
1357 contributions when all available leaves of absences, paid or unpaid, have been
1358 exhausted.
- 1359 11.8.5 When all available leaves of absence, paid or unpaid, have been exhausted,
1360 and if the unit member is medically unable to assume the duties of the unit
1361 member's position, the unit member shall, if not placed in another position, be
1362 placed on a re-employment list for a period of thirty-nine (39) months. When
1363 available, during the thirty-nine (39)-month period, the person shall be
1364 employed in a vacant position in the class of the previous assignment over all
1365 other available candidates, except for the re-employment list established
1366 because of lack of work or lack of funds, in which case the person shall be
1367 listed in accordance with appropriate seniority. A person who has been placed
1368 on a re-employment list, and has been medically released for return to duty
1369 and who fails to accept an appropriate position shall be dismissed.
- 1370 11.9 **Bereavement Leave**
- 1371 Each unit member is entitled to a leave of absence, not to exceed five (5) days on account
1372 of the death of any member of the unit member's immediate family. Such days need not
1373 be taken consecutively, but must be taken within a 12-month period. The immediate
1374 family is defined as husband, wife, mother, father, sister, brother, son, daughter, mother-
1375 in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild
1376 of the unit member, step-parent, step-son, step-daughter, brother-in-law, sister-in-law, or
1377 any relative of a spouse living in the immediate household of the unit member.

1378 11.10 **Sick Leave to Care for Ill Family Members**

1379 11.10.1 As required by Labor Code Section 233, in any school year, unit members
1380 may use up to a maximum of one-half (1/2) of the hours of sick leave that are
1381 credited in one (1) year under Section 11.2 to attend to an illness of the unit
1382 member's ill family member. All requirements applicable to the use of sick
1383 leave for a unit member's own illness shall apply to a unit member's use of
1384 sick leave to attend to an illness of the unit member's ill family member.

1385 11.10.2 As used in this Section, "family member" means a biological, foster, or
1386 adopted child, a stepchild, a legal ward, a child of a domestic partner, a child
1387 to whom the employee stands in loco parentis, a biological, adoptive or foster
1388 parent, stepparent or legal guardian of a unit member or the unit member's
1389 spouse or registered domestic partner, or a person who stood in loco parentis
1390 when the unit member was a minor child, a spouse, a registered domestic
1391 partner, a grandparent, a grandchild, or a sibling.

1392 11.10.3 This Section does not extend the maximum period of leave to which a
1393 bargaining unit member is entitled under the federal Family and Medical
1394 Leave Act of 1993, the California Family Rights Act, and provisions of this
1395 Agreement or District policy implementing these Acts, regardless of whether
1396 the unit member receives sick leave compensation during that leave.

1397 11.11 **Family Medical Leave and Pregnancy Disability Leave**

1398 Unit members are eligible for leave without pay under the Federal Family and Medical
1399 Leave Act (FMLA), the California Family Rights Act (CFRA), and the requirements of
1400 California law for Pregnancy Disability Leave (PDL). This leave is subject to the District
1401 rules and regulations implementing the Acts. These rules and regulations will be attached
1402 to, and become part of, the collective bargaining agreement as Appendix F.

1403 11.12 **Paid Parental Leave**

1404 11.12.1 **Definition of Parental Leave**

1405 For the purpose of this Section 11.12, "parental leave" means parental leave as
1406 defined in Education Code Section 45196.1, i.e. leave required by
1407 Government Code Section 12945.2 (CFRA) for reasons of the birth of a child
1408 of a unit member, or the placement of a child with a unit member in
1409 connection with the adoption or foster care of the child by the unit member.
1410 This Section 11.12 shall be interpreted and implemented in accordance with
1411 the requirements of these laws.

1412 11.12.2 **Eligibility for Parental Leave Differential Pay**

1413 When a unit member has exhausted all available sick leave, including all
1414 accumulated sick leave, and continues to be absent from his or her duties on
1415 account of parental leave pursuant to Government Code Section 12945.2 for a

1416 period of up to twelve (12) work weeks whether or not the absence arises out
1417 of or in the course of the employment of this employee, the amount deducted
1418 from the salary due the unit member for any of the additional twelve (12)
1419 work weeks in which the absence occurs shall not exceed the sum that is
1420 actually paid a substitute employee employed to fill the unit member's
1421 position during the absence.

1422 All of the eligibility requirements for using CFRA leave under Government
1423 Code Section 12945.2 apply to the use of parental leave except, to the extent
1424 required by law (Education Code Section 45196.1(d)), a unit member shall not
1425 be required to have 1,250 hours of service with the District during the
1426 previous 12-month period in order to be eligible for parental leave difference
1427 pay.

1428 11.12.3 **Calculation of Parental Leave**

1429 For the purposes of this Section 11.12, the following shall apply:

1430 11.12.3.1 The 12-work week period shall be reduced by any period of
1431 sick leave, including accumulated sick leave taken during a
1432 period a parental leave pursuant to Government Code Section
1433 12945.2. The 12-work week period of parental leave
1434 differential pay runs concurrently with any entitlement to
1435 unpaid leave for this purpose under Government Code Section
1436 12945.2, and the aggregate amount of parental leave taken
1437 pursuant to this Section 11.12.3 and Government Code Section
1438 12945.2 shall not exceed 12-work weeks in a 12-month period.

1439 11.12.3.2 A unit member shall not be provided more than one 12-work
1440 week period per parental leave during any 12-month period.

1441 11.12.3.3 The parental leave described in this Section and required by
1442 Education Code Section 45196.1 shall be applicable whether or
1443 not the absence from duty is by reason of a leave of absence
1444 granted by the District's governing board.

1445 11.13 **Official Business**

1446 Personnel may be excused from duty without loss of pay for participation in Board-
1447 approved professional meetings of value to the District. These absences from duty shall
1448 be classified as official business. Legally authorized expenses, including mileage to
1449 people so authorized, will be allowed.

1450 11.14 **Legal Commitments and Transactions**

1451 Leaves of absence to serve on a jury or to appear as a witness in court other than as a
1452 litigant shall be granted with no loss in pay provided the employee endorses the fee

1453 received, exclusive of mileage allowance to the District. At the unit member's option
1454 such leave of absence will be granted without pay.

1455 11.15 **Military Leave**

1456 11.15.1 Every unit member, who enters the military of the United States or the State
1457 of California, is entitled to a military leave. Such absence does not affect
1458 classification and does not constitute a break in service. However, this
1459 absence does not count as part of the probationary period required as a
1460 condition precedent to classification as a permanent employee.

1461 11.15.2 Within six (6) months after a unit member honorably leaves the service, the
1462 unit member is entitled to the position formerly held at a salary the unit
1463 member would have received had the unit member not been on military leave.
1464 Unit members ordered into military service are entitled to one (1) month's pay
1465 from the school district if one (1) year of service has been rendered in the
1466 District. Members of the National Guard are entitled to leave without regard
1467 to the length of their public service, but this does not include one (1) month's
1468 pay.

1469 11.15.3 **Military Service-Connected Disability Leave**

1470 As required by Education Code Section 45191.5, in addition to any other
1471 entitlement for leave of absence for illness or injury with pay, a unit member
1472 hired on or after January 1, 2017, who is a military veteran with a military
1473 service-connected disability rated at 30 percent or more by the United States
1474 Department of Veterans Affairs shall be entitled to leave of absence for illness
1475 or injury with pay of up to 12 days for the purpose of undergoing medical
1476 treatment for the unit member's military service-connected disability.

1477 Credit for leave of absence for illness or injury granted under this section shall
1478 be credited to a qualifying unit member on the first day of employment and
1479 shall remain available for use for the following 12 months of employment.

1480 Leave of absence for illness or injury credited pursuant to this subdivision that
1481 is not used during the 12-month period shall not be carried over and shall be
1482 forfeited.

1483 The District may require the unit member to submit satisfactory proof that a
1484 leave of absence for illness or injury granted under this section is used for
1485 treatment of a military service-connected disability.

1486 An eligible unit member employed five (5) days per week, who is employed
1487 for less than a full fiscal year is entitled to that proportion of 12 days' leave of
1488 absence for illness or injury as the number of months the unit member is
1489 employed bears to 12.

1490 An eligible unit member employed less than five (5) days per week shall be
1491 entitled to that proportion of 12 days' leave of absence for illness or injury
1492 granted as the number of days the unit member is employed per week bears to
1493 five (5).

1494 11.16 **Other Leaves Required By Law**

1495 To the extent required by state or federal law, the District will provide unit members with
1496 leave of absence for reasons not specifically listed in this section. For example, unit
1497 members may be entitled to leaves pursuant to Labor Code Sections 230 (crime victims),
1498 230.1 (domestic violence), and 230.8 (school or child care enrollment or emergencies).
1499 Personal necessity leave may be available for these purposes pursuant to Section 11.4
1500 above.

1501 11.17 **Leave of Absence Without Pay**

1502 Leave of absence without pay may be granted to a permanent unit member upon written
1503 request by the unit member to the Assistant Superintendent of Human Resources and the
1504 approval of the Board of Trustees, subject to the following restrictions:

1505 11.17.1 **Education Leave**

1506 Leave of absence without pay may be granted to a unit member for the
1507 purpose of permitting study by the unit member or for the purpose of
1508 retraining the unit member to meet changing conditions within the District.
1509 Such leave shall not exceed one (1) year in length. The Board may provide
1510 that such leave be taken in separate six (6) month periods or in any other
1511 appropriate periods, rather than for a continuous one (1) year period, provided
1512 that the separate periods of leave of absence shall be commenced and
1513 completed within a three (3) year period.

1514 11.17.2 **Other Leaves of Absence Without Pay**

1515 A leave of absence without pay may be granted to a unit member for any other
1516 reason. Such leave shall not exceed one (1) year.

1517 11.17.3 **Return from Leave of Absence Without Pay**

1518 11.17.3.1 Provided a vacancy exists, a unit member returning from a leave of
1519 absence without pay shall be assigned to a position within the same
1520 classification as held prior to the leave. If no vacancy exists, the
1521 unit member shall be placed on a re-employment list for a period
1522 not to exceed thirty-nine (39) months and shall be offered the first
1523 vacancy within the same classification as was held prior to the
1524 leave.

1525 11.17.3.2 If time requested away from position for a period of less than two
1526 (2) weeks, the unit member need not apply for a leave of absence.

1527 He/she should make arrangements with his/her department
1528 supervisor and obtain prior approval.

1529 11.17.4 **Benefits While On Unpaid Leave**

1530 Except as provided otherwise in this Agreement or as required by law, the unit
1531 member on unpaid leave of absence is not eligible to receive the District's
1532 contribution to the Health and Welfare Benefits program. However, the unit
1533 member may continue to participate in the program by paying the total
1534 premium required.

1535 **ARTICLE 12: PAYROLL ERROR**

1536 12.1 A payroll error caused by the District resulting in insufficient payment to a unit member
1537 shall be corrected and a supplemental check issued not later than five (5) working days
1538 after the unit member provides notice to the Payroll Department. A payroll error caused
1539 by the unit member, resulting in insufficient payment to the unit member, shall be
1540 corrected in the next pay period.

1541 12.2 In the event a unit member receives an overpayment, the unit member shall be given the
1542 option to repay the District in the next pay period or on a reasonable repayment schedule
1543 established by the District.

1544 **ARTICLE 13: UNIFORMS AND EQUIPMENT**

1545 13.1 The District shall pay the full cost of the purchase, lease, or rental of uniforms,
1546 equipment, identification badges, emblems, and cards if required by the District to be
1547 worn or used by bargaining unit employees. If the District requires a unit member to use
1548 any specific equipment or gear in the performance of the unit member's duties, the
1549 District agrees to furnish such equipment or gear.

1550 13.2 Notwithstanding the above, if a unit member voluntarily provides tools or equipment
1551 belonging to the unit member for use in the course of employment, the District is not
1552 liable for any loss or damage or the replacement cost of the tools or equipment.

1553 **ARTICLE 14: PHYSICAL EXAMS**

1554 The District shall retain the right to require a physical examination of a unit member as a
1555 condition of continued employment. The District shall pay all costs of such examination,
1556 including the unit member's regular salary in the event the examination is scheduled by the
1557 District during the unit member's scheduled work hours. In addition, full-time unit members
1558 may have required tuberculosis examinations performed during regular work hours subject to
1559 prior approval of the unit member's immediate supervisor.

1560 **ARTICLE 15: VACATION**

1561 15.1 **Vacation Accrual**

1562 Every regular unit member shall earn vacation at the prescribed rate as part of the unit
1563 member's compensation. Unit members shall earn vacation according to the number of
1564 assigned work days per year (excluding holidays and vacation) as follows:

1565 For the purpose of applying Article 15.1 to determine vacation accrual, Noon Duty
1566 Supervisors shall receive credit for years of service prior to their inclusion in the
1567 bargaining unit upon the ratification of the current contract.

	160-190 Days	191-223 Days	224 Or More Days
First through third year:	10 days	11 days	12 days
Fourth through sixth year:	12 days	13 days	15 days
Seventh through ninth year:	14 days	15 days	17 days
Ten plus years:	16 days	19 days	20 days

1568 15.2 **Posting of Vacation Leave**

1569 Unit members earn vacation on a fiscal-year basis. At the beginning of each fiscal year,
1570 the unit member's pay warrant shall reflect the carryover of paid vacation hours plus the
1571 vacation hours normally earned in the ensuing fiscal year. Unit members hired during the
1572 fiscal year shall earn vacation on a prorated basis for that initial fiscal year.

1573 15.3 **Vacation Leave During Probationary Period**

1574 No vacation shall be granted to a unit member during the first six (6) months of
1575 employment, but on successful completion thereof, prorated vacation time shall be
1576 allowed for time of service accrued.

1577 15.4 **Vacation Carryover**

1578 15.4.1 Earned vacation accumulated on a fiscal year basis must be taken during the
1579 following fiscal year. Unit members may be permitted to take earned vacation
1580 leave within the same fiscal year in which it is earned with the approval of the
1581 department head, principal, or administrator.

1582 15.4.2 A department head, principal or administrator may not defer a unit member's
1583 vacation without obtaining the approval of the Superintendent or his/her
1584 designee in writing.

1585 15.5 **Vacation Interruption**

1586 Unit members may interrupt, terminate, or defer vacation in order to use bereavement
1587 leave or to use sick leave in the event of an illness which exceeds five (5) work days

1588 without a return to active service, provided the unit member first notifies his/her
1589 supervisor and supplies the Human Resources Department with sufficient relative
1590 supporting information regarding the basis for such interruption, termination, or
1591 deferment. Any vacation so deferred shall only be rescheduled with the approval of the
1592 unit member's immediate supervisor.

1593 15.6 **Vacation Scheduling**

1594 15.6.1 Vacation leave shall be scheduled and approved by the department head,
1595 principal, or administrator. Effort shall be made to enable vacation time to be
1596 taken at times mutually convenient to the unit member, consistent with the
1597 needs of the service and the workload of the department.

1598 15.6.2 Vacation for unit members who work less than twelve (12) months per year
1599 must be taken during their work year when students are not scheduled for
1600 attendance. At the end of the work year, any vacation days remaining that
1601 could not be scheduled during the work year, will be paid on the June payroll
1602 warrant. The amount paid will be the balance of any day(s) in excess of one
1603 (1) fiscal year carryover.

1604 15.6.3 In exceptional circumstances, a unit member may request, and the District
1605 may approve, a temporary change in schedule to allow the unit member to
1606 take time off when the unit member is ineligible for vacation leave or has no
1607 accrued and available vacation leave. In determining whether or not to grant
1608 the temporary schedule change pursuant to this subsection, the District shall
1609 consider student and District service needs and the workload of the
1610 department.

1611 15.6.4 A holiday which falls during the scheduled vacation period of any bargaining
1612 unit employee shall be paid as a holiday and shall not be charged to the unit
1613 member's vacation account.

1614 15.7 **Vacation Salary**

1615 The salary at which vacation is paid shall be the unit member's current salary rate. A unit
1616 member whose vacation time is earned and begun under a given status shall suffer no loss
1617 of earned vacation by reason of subsequent changes in conditions of employment.

1618 15.8 **Effect of Change of Status on Vacation Leave**

1619 The salary at which vacation is paid shall be the unit member's current salary rate. A unit
1620 member whose vacation time is earned and begun under a given status shall suffer no loss
1621 of earned vacation by reason of subsequent changes in conditions of employment.

1622 15.9 **Vacation Pay Upon Termination**

1623 When an employee in the bargaining unit is terminated for any reason, he/she shall be
1624 entitled to all vacation pay earned and accumulated up to and including the effective date
1625 of termination.

1626 **ARTICLE 16: HOURS**

1627 16.1 **Work Day and Work Week**

1628 16.1.1 The normal work day shall be eight (8) hours; the normal work week shall
1629 consist of not more than five (5) consecutive days, Monday through Friday,
1630 for unit members.

1631 16.1.2 The District will consult with CSEA prior to making any permanent changes
1632 greater than two (2) hours.

1633 16.1.3. In the event the change in work week results in a unit member being
1634 scheduled to work Saturday and/or Sunday for a period of two (2) months or
1635 longer, such unit member shall receive one (1) additional day of vacation in
1636 lieu of premium pay on an annual basis for as long as the unit member is
1637 assigned to the altered work week schedule.

1638 16.1.4 The District shall provide the Union and unit members at least thirty (30) days
1639 advance notice if the District decides to schedule four (4), ten (10) hour work
1640 days during periods when school is not in session. Each affected unit member
1641 and his/her immediate supervisor by mutual agreement will develop the unit
1642 member's particular work schedule for each four (4), ten (10) hour work day
1643 period. Unit members who do not mutually agree to work four (4), ten (10)
1644 hour days will be allowed to use accrued vacation time.

1645 16.1.5 Nothing in Section 16.1 shall prohibit the District from establishing a work
1646 week of other than Monday through Friday for vacant or newly created
1647 positions. In such cases, the provisions contained in Section 16.1 do not apply
1648 with regard to notice or the extra day of vacation.

1649 16.2 **Overtime**

1650 16.2.1 **Overtime Defined**

1651 16.2.1.1 Overtime shall be paid only if it is approved by the supervisor,
1652 unless the supervisor knowingly permitted or suffered the unit
1653 member to work. Authorized overtime shall be compensated for at
1654 the rate of one and one-half (1.5) times the unit member's regular
1655 rate for all hours worked in excess of eight (8) hours per day or
1656 forty (40) hours per week.

1657 16.2.1.2 Unit members whose workday is four (4) hours or more shall be
1658 compensated at the overtime rate for work performed on the sixth
1659 (6th) and seventh (7th) consecutive day of work.

- 1660 16.2.1.3 A unit member having an average workday of less than four (4)
1661 hours during a work week shall be compensated at the overtime
1662 rate for any work performed on the seventh (7th) consecutive day.
- 1663 16.2.1.4 For those working a four (4)-day/ten (10) hour schedule, overtime
1664 shall be paid for all hours worked in excess of the required work
1665 day, which shall not exceed ten (10) hours. Work performed on
1666 the fifth (5th), sixth (6th) and seventh (7th) days shall be
1667 compensated at the rate of one and one-half (1½) times the unit
1668 member's regular rate.
- 1669 16.2.2 Overtime and additional time (straight time for part-time unit members) will
1670 be offered to unit members on a fair and equitable basis. When overtime or
1671 additional time is offered to unit employees, it shall be on a rotating seniority
1672 basis within the appropriate classification with the department/site from a list
1673 of qualified volunteers. If no unit member volunteers, the supervisor may
1674 assign the overtime in reverse order of seniority. However, nothing herein
1675 shall be construed as limiting a supervisor from assigning overtime to
1676 employees because of unique skills or residency are required in any particular
1677 circumstance.
- 1678 16.2.3 For the purpose of computing the number of hours worked, all time during
1679 which a unit member is excused from work because of holidays, sick leave,
1680 vacation, compensatory time off, or other paid leave of absence shall be
1681 considered as time worked. This time shall be computed to the nearest one-
1682 quarter (1/4) hour.
- 1683 16.3 **Compensatory Time Off**
- 1684 16.3.1 Compensatory time off in lieu of cash compensation may be granted by the
1685 supervisor only if it is authorized in writing before the overtime work is done.
1686 No more than two hundred forty (240) hours of compensatory time may be
1687 granted in one (1) year for any unit member.
- 1688 16.3.2 Compensatory time shall be taken June 30 of the fiscal year in which the
1689 compensatory time was earned, otherwise, any unused time as of that date,
1690 will automatically be paid in cash compensation. The taking of compensatory
1691 time shall be scheduled with the supervisor in a manner not to impair the
1692 District's services.
- 1693 16.4 **Overtime for Scheduled Holiday**
- 1694 Unit members who are required to work on a scheduled holiday as specified in Article 19
1695 shall be compensated at the rate of time and one-half the unit member's regular rate, in
1696 addition to the regular pay received for that holiday.

1697 16.5 **Temporary Increase in Scheduled Hours**

1698 16.5.1 **Part-time Unit Members Adjustment for Pro-ration of Benefits**

1699 A part-time unit member who works a minimum of thirty (30) minutes per
1700 day in excess of the part-time assignment for a period of twenty (20)
1701 consecutive working days, or more, shall have the unit member's basic
1702 assignment changed to reflect the longer hours in order to acquire fringe
1703 benefits and leaves on a properly prorated basis as specified by the Education
1704 Code.

1705 16.5.2 **Temporary Adjustment of Hours**

1706 16.5.2.1 After the regular hours of a part-time position have been
1707 designated for the work year, the District may temporarily increase
1708 the hours of a part-time position by no more than two (2) hours for
1709 more than twenty (20) working days without having to utilize the
1710 posting/vacancy provisions of Article 10 of this Agreement.

1711 16.5.2.2 This two (2)-hour or less change will be considered temporary, and
1712 will not last beyond the end of the unit member's work year. If the
1713 change in assignment continues past June 30 of the year in which it
1714 was instituted, the change will be considered permanent. In such
1715 cases, the District will institute the appropriate posting/vacancy
1716 procedure.

1717 16.5.2.3 When the hours are increased temporarily, the unit member may
1718 earn compensatory time at straight time in lieu of cash
1719 compensation. The earning and scheduling of this compensatory
1720 time will be according to Section 16.3, and will be authorized only
1721 with the written approval of the supervisor.

1722 16.5.2.4 The Association will be notified of any increases and the reason
1723 for the change instituted under this Section.

1724 16.5.3 **Permanent Adjustment of Regular Hours**

1725 Any increase in the regular hours of a part-time position, or any increase
1726 beyond the two hours on a temporary basis, shall be posted and filled
1727 according to the provisions of Article 10 of this Agreement

1728 16.6 **Shift Differential**

1729 16.6.1 A full-time unit member shall receive a five percent (5%) shift differential
1730 above the regular rate of pay for all hours worked after 3:00 p.m., provided
1731 that such employee's regular work shift schedule consists of at least five (5)
1732 hours per day after 3:00 p.m. Part-time unit members, whose regular work

1733 shift is entirely scheduled after 3:00 p.m., shall receive a five percent (5%)
1734 shift differential above the regular rate of pay.

1735 16.6.2 Payment of overtime for hours worked under shift differential shall be
1736 computed at one and one-half (1½) times the base rate, not the differential
1737 rate.

1738 **ARTICLE 17: LUNCH PERIOD, REST PERIODS, CALL**
1739 **BACK/CALL IN**

1740 17.1 **Lunch Periods**

1741 Unit members scheduled to a work day in of five (5) or more hours shall be entitled to a
1742 duty free lunch period of not less than one-half (1/2) hour nor more than one (1) hour.
1743 The specific time for lunch shall be determined by the unit member's immediate
1744 supervisor. When schedule permits, such lunch period should be arranged for
1745 approximately mid-shift. Such lunch period does not count toward the scheduled hours
1746 to be worked and shall be unpaid.

1747 17.2 **Rest Periods**

1748 17.2.1 Unit members who work from four (4) to eight (8) hours shall be allowed rest
1749 periods to be scheduled by the unit member's immediate supervisor as
1750 follows:

1751 17.2.1.1 Unit members who work at least four (4), but less than six (6)
1752 hours per day shall be allowed one (1) fifteen (15) minute rest
1753 period;

1754 17.2.1.2 Unit members who work at least six (6), but less than seven (7)
1755 hours per day shall be allowed one (1) fifteen (15) minute rest
1756 period, and one (1) ten (10) minute rest period; and;

1757 17.2.1.3 Unit members who work seven (7) to eight (8) hours per day shall
1758 be allowed two (2) fifteen (15) minute rest periods per day.

1759 17.2.2 Rest periods shall be scheduled by the unit member's immediate supervisor.
1760 Unit members may not combine rest periods or lunch and rest periods, and
1761 cannot take lunch or rest periods at the end of the work day.

1762 17.2.3 Rest periods are a part of the regular workday and shall be compensated at the
1763 regular rate of pay for the unit member.

1764 17.3 **Call Back/Call In**

1765 The District shall attempt to apply the provisions of this Section to employees who
1766 volunteer to be subject to call back or call in. In the event of an emergency, employees
1767 who have not agreed to volunteer may be obligated to report to work pursuant to these
1768 provisions.

1769 17.3.1 **Call Back Pay**

1770 A full-time unit member called back to work after completion of his/her
1771 regular assignment shall be compensated for a minimum of two (2) hours of

1772 work at the overtime rate. Part-time unit members called back to work after
1773 completion of the unit member's regular assignment shall be compensated for
1774 a minimum of two (2) hours of work at that rate.

1775 17.3.2 **Call-In Time**

1776 Any unit member called in to work on a day when the unit member is not
1777 scheduled to work shall receive a minimum of two (2) hours pay at his/her
1778 appropriate rate of pay. Any unit member who reports to work in a condition
1779 which makes the unit member unfit to perform the assigned duties shall not be
1780 entitled to Call-In Time Pay.

1781 **ARTICLE 18: SUMMER EMPLOYMENT**

1782 18.1 **Notification**

1783 CSEA shall be notified when the Governing Board authorizes Summer School.

1784 18.2 **Summer School Representation**

1785 Unit member shall be represented on the District's Summer School Planning Committee.
1786 Recommendations of this committee, as they affect changes in working conditions of unit
1787 members, shall be negotiated between CSEA and the District.

1788 18.3 **Applicants**

1789 18.3.1 The provisions of Article 10 do not apply to filling Summer School positions.

1790 18.3.2 Applicants from within the classification will be selected before applicants
1791 outside the classification. Qualified unit members will be given preference in
1792 hiring over non-employee applicants. Such unit members shall be assigned by
1793 the District upon recommendation by the Summer School principal. Unit
1794 members who are selected must have the specific qualifications and skills
1795 necessary to satisfy the posted Summer School job description.

1796 18.3.3 Applications that are submitted after the closing date of the posting will be
1797 held until all applicants who applied on time have been considered.

1798 18.4 **Compensation and Benefits**

1799 A unit member selected shall receive the compensation and benefits, which are applicable
1800 to that classification, even if the unit member holds a lesser position with the District
1801 during the school year. A unit member working in a higher classification for Summer
1802 School shall be placed on the appropriate range and step that provides no less than a five
1803 percent (5%) increase, plus longevity.

1804 18.5 **Accrued Vacation**

1805 When unit members hired for Summer School do not use their accrued vacation day, it
1806 will be paid off at the appropriate rate at the end of Summer School.

1807 **ARTICLE 19: HOLIDAYS AND WORK CALENDAR**

1808 19.1 **Holidays**

1809 19.1.1 Unit members shall be entitled to be paid holidays as follows:

DATES	HOLIDAYS
January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr. Day
February 12, or a day in lieu	Lincoln Day
Third Monday in February	Washington Day
Last Monday in May	Memorial Day
The Friday before Easter	The Friday before Easter
July 4	Independence Day
First Monday in September	Labor Day
In lieu day, to be determined annually	Admission Day
November 11	Veteran's Day
A Thursday in November	Thanksgiving Day
A Friday in November	The Friday after Thanksgiving
December 24	The day before Christmas
December 25	Christmas Day
December 26	The day after Christmas
December 31	New Year's Eve Day

1810 19.1.2 When a legal holiday listed above falls on a Sunday, the following Monday
1811 shall be deemed a holiday. When a legal holiday listed above falls on a
1812 Saturday, the preceding Friday shall be deemed a holiday.

1813 19.1.3 The Board of Trustees may require unit members to work (at the regular rate
1814 of pay) on February 12, the third Monday in February, the last Monday in
1815 May, or September 9, provided: (1) the action is taken prior to July 1 of any
1816 year, and (2) that an alternate day within the school year is given as the
1817 holiday. The day selected as the alternate day must provide a three-day
1818 weekend and it must be selected when unit members entitled to the original
1819 holiday are also entitled to the alternate holiday. If a unit member is required
1820 to work on that day with no alternate day designated, he/she shall, in addition
1821 to regular pay, be paid time and one-half.

1822 19.2 **District Calendar Representation**

1823 CSEA will participate in the District joint process for development of the District
1824 calendar to ensure that the work calendars of all bargaining units are consistent and meet
1825 student and related District service needs. If the joint process does not result in an agreed
1826 upon calendar specifying holidays, non-work-days, and potential work days for all CSEA
1827 unit members, the District shall determine these matters, and CSEA reserves the right to

1828 negotiate regarding any mandatory subjects of bargaining by submitting a written
1829 demand to bargain regarding the issue.

1830 19.3 **Unit Member Work Schedules**

1831 Less than twelve (12)-month unit members' work schedules shall be approved by the site
1832 administrator or immediate supervisor and be consistent with the District work year
1833 calendar. The work year for persons employed in classifications designated as less than
1834 twelve (12)-month positions are listed in Appendix C. Site administrators or immediate
1835 supervisors shall consult with the unit member regarding the unit member's schedule, and
1836 develop a written work schedule for each unit member no later than June 1 each year for
1837 the following fiscal year. For the 2011-2012 year, work schedules will be developed no
1838 later than October 3, 2011.

1839 19.3.1 If a change in the work schedule is needed for a class or classes of unit
1840 members during the year, the District shall provide CSEA with at least thirty
1841 (30) days notice of the proposed change in the work schedule for the unit
1842 members. The change must be consistent with the District calendar.

1843 19.3.2 If the site administrator or immediate supervisor proposes a change in the
1844 work schedule for an individual unit member(s) during the year, the site
1845 administrator/immediate supervisor shall inform the unit member of the
1846 proposed change as soon as reasonably possible after the need for the change
1847 is identified. The change to the unit member's schedule shall be consistent
1848 with the District calendar.

1849 19.3.3 If a unit member seeks a change in schedule, the unit member shall make the
1850 request to his/her immediate supervisor as soon as reasonably possible after
1851 the need for the change is identified. The immediate supervisor shall approve
1852 or deny the request within 30 days. Any change to the unit member's
1853 schedule approved by the supervisor shall be consistent with the District
1854 calendar.

1855 19.3.4 Unit members whose work year for their classification is extended beyond the
1856 regular work year shall be compensated at a current salary per diem rate and at
1857 a prorata amount in lieu of vacation and sick leave for each additional day
1858 served. Any reduction in the work year shall result in salary reduction of one
1859 per diem rate for each day of reduction.

1860 19.3.5 A current salary per diem is determined by dividing the monthly rate as
1861 reflected on the salary schedule by 21.74 days.

1862 **ARTICLE 20: SAFETY**

1863 20.1 **Work Stations**

1864 Every effort shall be made to maintain healthful and safe conditions at all work stations.
1865 Unit members shall not be required to work under unsafe conditions or to perform tasks,
1866 which endanger their health, safety, or wellbeing.

1867 20.1.1 It shall be the responsibility of unit members to report unsafe, hazardous or
1868 unsanitary conditions as soon as possible to their Supervisor. The supervisor
1869 will notify the unit member of the action he/she has taken regarding the report
1870 within five (5) days.

1871 20.1.2 Unsafe, hazardous, or unsanitary conditions shall be corrected as soon as
1872 possible. To ensure safe working conditions additional accommodations will
1873 be provided pending correction of the problem.

1874 20.1.3 When purchasing new furniture and equipment, ergonomic needs of the unit
1875 members will be considered.

1876 20.2 **Emergency Preparedness**

1877 The District will make first aid and CPR training available to all unit members on an
1878 annual basis.

1879 **ARTICLE 21: BARGAINING UNIT WORK**

1880 21.1 **Contract for Service**

1881 Notice that the District intends to award a contract for services which directly affects the
1882 bargaining unit member's work assignment shall be given to CSEA prior to the contract
1883 being awarded. For the purpose of this Section, receipt of the Board agenda listing the
1884 contract to be awarded shall be deemed sufficient notice.

1885 21.2 **Rights Under EERA**

1886 This provision does not constitute a waiver of CSEA's right to negotiate mandatory
1887 subjects under EERA.

1888 21.3 **Transfer of Unit Work**

1889 The District will not transfer unit work, as defined under the provisions of the EERA,
1890 without first providing CSEA with notice and opportunity to negotiate. This includes the
1891 transfer of work to supervisors, to the certificated bargaining unit, to confidential or
1892 management, or to another employer, and under certain circumstances to non-employee
1893 volunteers. The District will provide training for management personnel regarding their
1894 obligation to provide notice and opportunity to negotiate before transferring unit work.

1895 **ARTICLE 22: LAYOFFS**

1896 22.1 **Decision to Layoff**

1897 22.1.1 A decision to lay off classified employees is solely within the discretion of the
1898 Board of Trustees. A layoff may involve a reduction of an entire position or a
1899 portion of a position.

1900 22.1.2 This Agreement on layoff procedures does not waive the Association's right
1901 to negotiate over the impact or the effects of a particular layoff or reduction in
1902 hours, nor does it waive the Association's right to negotiate the District's
1903 decision to reduce the regularly assigned hours.

1904 22.2 **Notice to Unit Members**

1905 22.2.1 Notice of layoff will be given to CSEA and the unit member affected at least
1906 sixty (60) days prior to the effective date of layoff, which will be specified in
1907 notice. If the District must eliminate classified positions at the end of any
1908 school year as a result of the expiration of specifically funded program(s), the
1909 District shall provide notice to the unit members subject to layoff by April 29.
1910 This notice requirement will not apply under circumstances authorized by
1911 Education Code Section 45117(d). This Section reflects the requirements of
1912 Education Code Section 45117 in effect on October 28, 2013. If the
1913 Education Code notice requirements change in future years, the notice
1914 requirements of law shall prevail over the provisions of this Section.

1915 22.2.2 The notice shall contain:

1916 22.2.2.1 Effective date of layoff;

1917 22.2.2.2 Statement of unit member's layoff rights, if any, pursuant to
1918 Section 22.4 below, and the Education Code;

1919 22.2.2.3 Statement of re-employment rights pursuant to Section 22.5 below
1920 and the Education Code below; and

1921 22.2.2.4 Reason for layoff.

1922 22.3 **Order of Layoff**

1923 22.3.1 Whenever a classified employee is laid off, the order of layoff within the
1924 classification shall be determined by length of service in the classification.
1925 The employee, who has been employed the shortest time in the classification
1926 plus time in equal and higher classes, shall be laid off first. For the purposes
1927 of this Section only, "classification" shall be those classifications listed in
1928 Appendix B. Re-employment shall be in reverse order of layoff.

1929 22.3.2 Any short term employee, whose term of services does not exceed forty-five
1930 (45) days at the time of the layoff, must be terminated before the District lays
1931 off any classified employee who is qualified to render the service provided by
1932 the short term employee.

1933 22.3.3 **Definition of Length of Service Seniority**

1934 22.3.3.1 For the purposes of this Section, “length of service” means first
1935 date of paid service in a regular classification, or a higher or equal
1936 classification, as a permanent or probationary employee. Service
1937 as a substitute or short term employee shall not count as first date
1938 of paid service. Article 22.3.3 (“Definition of Length of Service
1939 Seniority”), when applied to Noon Duty Supervisors, shall be
1940 interpreted to include service by Noon Duty Supervisors prior to
1941 their inclusion in the bargaining unit upon the ratification of the
1942 current contract.

1943 22.3.3.2 When the first date of paid service is the same, seniority shall be
1944 determined by the total service in the District. If that total service
1945 is the same, then seniority shall be determined by lot.

1946 22.3.3.3 An employee shall have his/her date of hire adjusted whenever
1947 there is a break in service. A break in service for purposes of this
1948 Article shall mean: (a) any resignation or retirement; or (b) any
1949 unpaid status without leave.

1950 22.4 **Displacement Rights**

1951 A permanent employee laid off from his/her present classification may (1) fill an open
1952 position in that classification, or (2) if no open position exists, may displace the employee
1953 with least seniority in that classification, having the same or higher number of hours
1954 nearest to the hours of the senior employee, or (3) may displace the least senior employee
1955 with the same or higher number of hours nearest to the hours of the senior employee in
1956 the next lower classification or equal classification in which the first employee has
1957 previously gained permanence. A senior employee may not use the displacement process
1958 to increase that employee’s regularly assigned hours by more than two (2) hours per day.

1959 22.4.1 Displacement rights must be exercised within five (5) working days of notice
1960 of layoff. The District and Association will conduct a joint meeting before the
1961 end of this period with the employees affected by the layoff in order to explain
1962 displacement rights.

1963 22.4.2 **Service in More than One (1) Position**

1964 Employees will be provided with the opportunity to serve in two (2) or more
1965 positions as long as the schedules of those positions are compatible. The
1966 combined hours of these positions will determine the employee’s right to pro-
1967 ration of benefits under Section 8.9 of this Agreement. However, for purposes

- 1968 of layoff and displacement rights, the employee serving in two (2) or more
1969 positions can only assert the right to each position as if held separately, and
1970 cannot combine the total hours of the separate positions for asserting
1971 displacement rights.
- 1972 22.4.3 If a classified employee scheduled for layoff is qualified to render the service
1973 provided by a short term employee with a term exceeding forty-five (45) days,
1974 the classified employee will be placed in the short term position for its
1975 duration prior to being laid off.
- 1976 22.5 **Re-employment Rights**
- 1977 22.5.1 Persons laid off are eligible for re-employment in the class from which they
1978 were laid off for a period of thirty-nine (39) months and shall be re-employed
1979 in preference to new applicants.
- 1980 22.5.2 Employees who take voluntary demotions or voluntary reductions in assigned
1981 time in lieu of layoff shall be granted the same rights as persons laid off and
1982 shall retain eligibility to be considered for re-employment for an additional
1983 period of up to twenty-four (24) months; provided that the same tests of
1984 fitness under which they qualified for appointment to the class shall still
1985 apply.
- 1986 22.5.3 If the District re-employs a unit member as a permanent employee under the
1987 provisions of this Section, it shall disregard the break in service of the
1988 employee and classify him/her as, and restore him/her to all the rights,
1989 benefits and burdens of a permanent employee in the class to which he/she is
1990 reinstated or re-employed.
- 1991 22.6 **Notification of Re-employment Opening**
- 1992 22.6.1 Any employee who is laid off and is subsequently eligible for re-employment
1993 shall be notified in writing by the District of an opening in the same or related
1994 class held at the time of layoff. Such notice shall be sent by certified mail to
1995 the last address given the District by the employee. A copy of the notice shall
1996 be given to CSEA. It shall be the responsibility of the employee to promptly
1997 notify the District of any change of address. Failure to provide the District
1998 with a current address shall result in the employee's name being eliminated
1999 from consideration for the open position and shall constitute an "offer" of
2000 employment under Section 22.6.2. The employee shall become re-eligible for
2001 future open positions, provided the employee notifies the District of the
2002 employee's current address.
- 2003 22.6.2 An employee shall notify the District of his/her intent to accept or refuse
2004 employment within five (5) working days following receipt of the re-
2005 employment notice. If the employee accepts re-employment, the employee
2006 shall not be required to report for work any sooner than ten (10) working days

2007 following receipt of the re-employment notice. Failure to notify the District
2008 within the time limits given or refusal to accept the offered position, shall free
2009 the District to eliminate the former employee from consideration for the
2010 opening. The former employee shall be removed from the re-employment list
2011 after three (3) bona fide offers are made for a position in a previously held
2012 classification that is within two (2) hours per day of the last position held by
2013 the former employee.

2014 22.7 **Seniority List**

2015 The District shall maintain and update a Classified Seniority List on a monthly basis.
2016 Each CSEA site shall receive a copy of the updated list by April 1 of each year. In
2017 addition, the CSEA President, or designee, shall receive an updated list on the first (1st)
2018 working day of each month.

2019 **ARTICLE 23: DISCIPLINE**

2020 23.1 **Definition of Probationary Period and Permanent Status**

2021 23.1.1 During the probationary period, any unit member shall be subject to
2022 disciplinary action, including termination. The unit member shall not have a
2023 right to a hearing regarding any disciplinary action taken during the
2024 probationary period.

2025 23.1.2 Upon satisfactory completion of the probationary period, a unit member is
2026 designated as a permanent employee who shall be subject to disciplinary
2027 action only for cause as prescribed in this Article.

2028 23.2 **Cause for Discipline**

2029 23.2.1 A permanent classified employee shall be subject to disciplinary action for
2030 cause, including suspension, demotion, and dismissal. Cause for discipline
2031 shall include, but is not limited, to the following:

2032 23.2.1.1 Incompetence or inefficiency.

2033 23.2.1.2 Absence and/or repeated tardiness without authorization or
2034 sufficient reason.

2035 23.2.1.3 Abuse or misuse of sick leave or any other authorized leave.

2036 23.2.1.4 Being under the influence of alcohol or controlled substances
2037 without authorization while on duty or using or possessing alcohol
2038 or controlled substances without authorization while on duty.
2039 "Controlled substance" means any narcotic drug, hallucinogenic
2040 drug, amphetamine, barbiturate, marijuana or any other controlled
2041 substance defined in state or federal law. A determination of
2042 whether an employee is under the influence of alcohol or
2043 controlled substances will be based on specific contemporaneous,
2044 articulable, observations concerning the employee's appearance,
2045 behavior, speech, or body odors and may include indications of the
2046 chronic and withdrawal effect of controlled substances.

2047 23.2.1.5 Insubordination or discourteous treatment toward superiors or
2048 other employees.

2049 23.2.1.6 Dishonesty.

2050 23.2.1.7 Unlawful discrimination, including harassment, on the basis of
2051 race, religious creed, color, national origin, ancestry, disability,
2052 marital status, sex, sexual orientation, or age against members of
2053 the public or other employees while acting in the capacity of an
2054 employee.

- 2055 23.2.1.8 Unlawful retaliation against any other District officer or employee
2056 or member of the public who, in good faith, reports, discloses,
2057 divulges, or otherwise brings to the attention of any appropriate
2058 authority any information relative to actual or suspected violation
2059 of any law of this state or the United States occurring on the job or
2060 directly related hereto.
- 2061 23.2.1.9 Conviction of a felony, any crime involving moral turpitude, or
2062 any crime bringing discredit upon the District.
- 2063 23.2.1.10 Immoral conduct.
- 2064 23.2.1.11 Evident unfitness for service.
- 2065 23.2.1.12 Physical or mental conditions rendering him/her unfit for service.
- 2066 23.2.1.13 Violation of or refusal to obey the laws of the state or rules,
2067 regulations and policies of the District.
- 2068 23.2.1.14 Discourteous treatment of members of the public, students or other
2069 employees while on duty.
- 2070 23.2.1.15 Conduct in violation of Section 1028 of the Government Code
2071 involving advocacy or membership in the Communist Party.
- 2072 23.2.1.16 Any conduct contrary to the welfare of the schools or the students.
- 2073 23.2.1.17 Failure to perform adequately requirements of the position held.
- 2074 23.2.1.18 Failure to work with others, to the detriment of the District.
- 2075 23.2.1.19 For employees who are required to drive a vehicle in the regular
2076 course of their employment:
- 2077 23.2.1.19.1 Loss of his/her driver's license; or
- 2078 23.2.1.19.2 Any restriction or limitations on the employee's
2079 driver's license or ability to drive ordered by the
2080 Department of Motor Vehicles or any other lawful
2081 authority; or failure to maintain a good personal or
2082 business driving record; or
- 2083 23.2.1.19.3 Failure to satisfy the insurability requirements of
2084 the District's insurance carrier under the District's
2085 regular insurance policies. The District's ability to
2086 obtain insurance for the employee under a high risk
2087 or any policy other than the regular insurance
2088 policies does not mitigate this failure.

- 2089 23.2.1.20 Neglect of duty.
- 2090 23.2.1.21 Material and intentional misrepresentation or concealment of any
2091 fact in connection with obtaining employment.
- 2092 23.2.1.22 Falsifying any information submitted to the District.
- 2093 23.2.1.23 Willful damage to District property, waste of District supplies or
2094 equipment, or excessive carelessness with District property or
2095 funds.
- 2096 23.2.1.24 Misappropriation of District funds or property.
- 2097 23.2.1.25 Failure to obtain, possess or keep in effect any license, certificate
2098 or other similar requirement specified in the law or the employee's
2099 class specification or otherwise necessary for the employee to
2100 perform the duties of the position.
- 2101 23.3 **Progressive Discipline**
- 2102 The following progressive discipline procedure shall be applied in disciplinary actions,
2103 which are generally subject to remediation:
- 2104 23.3.1 **Verbal Counseling/Warning**
- 2105 Verbal counseling/warning may result in a post-conference summary
2106 memorandum. Any written memorandum shall be placed in the unit
2107 member's personnel file. The memorandum shall be clearly labeled, limited
2108 to a statement that the meeting took place and the topic discussed. The unit
2109 member has the right to write a response and that response shall be attached to
2110 the memorandum.
- 2111 23.3.2 **Written Reprimand**
- 2112 Written reprimands usually shall not be used unless the unit member has been
2113 verbally warned about similar actions within the last three (3) preceding years.
2114 The unit member shall sign the reprimand to acknowledge receipt and a copy
2115 shall be placed in the unit member's personnel file. The unit member has the
2116 right to write a response and that response shall be attached to the reprimand
2117 and retained in the personnel file.
- 2118 23.3.3 **Suspension Without Pay For Repeated Offenses**
- 2119 Suspension usually shall not be used unless the unit member has received a
2120 written reprimand about similar actions.

2121 23.3.4 **Demotion or Dismissal**

2122 Demotion or dismissal will be used when a unit member's conduct does not
2123 meet District standards after other progressive discipline procedures have
2124 been utilized. However, the District may demote or dismiss a unit member
2125 without first suspending the unit member for similar conduct.

2126 23.4 **Discipline Without Progression**

2127 Nothing in this provision shall prohibit the District from disciplining a unit member for
2128 just cause, up to and including termination in instances where the District determines that
2129 remediation is inappropriate.

2130 23.5 **Procedure for Discipline**

2131 23.5.1 **Preliminary Written Notice**

2132 23.5.1.1 A permanent classified employee shall receive a preliminary
2133 written notice of the proposed discipline. The written notice must
2134 contain a specific statement of charges or grounds upon which the
2135 proposed disciplinary action is based and the date the proposed
2136 disciplinary action will be effective.

2137 23.5.1.2 Any known written materials, reports or documentation upon
2138 which the proposed disciplinary action is based must be attached to
2139 the preliminary written notice.

2140 23.5.1.3 The unit member shall have the right to respond either orally or in
2141 writing within ten (10) calendar days to the Superintendent or
2142 his/her designee. The purpose of the meeting shall be to permit the
2143 unit member to respond to charges against him/her, to offer
2144 information regarding the proposed discipline and to examine the
2145 materials, if any, on which the proposed action is based.

2146 23.5.1.4 The Superintendent or designee shall consider the unit member's
2147 response and recommend within fifteen (15) calendar days that the
2148 proposed disciplinary action either be taken or not taken.

2149 23.5.2 **Notice of Intention to Suspend or Demote or Dismiss**

2150 Any permanent classified employee against whom suspension without pay or
2151 demotion or termination action is initiated by the District shall be given
2152 written notice by the Superintendent or his/her designee of the specific
2153 charges against him/her. The notice shall contain a statement of the unit
2154 member's rights to a hearing on such charges. The time within which a
2155 hearing may be requested shall not be less than five (5) calendar days after
2156 service of the notice on the employee, and the notice shall be accompanied by
2157 a paper, the signing and filing of which with the Superintendent or designee

2158 shall constitute a demand for a hearing and a denial of all charges. Failure of
2159 the unit member to file a request for hearing within the time specified shall
2160 constitute a waiver of the unit member's right to a hearing.

2161 23.5.3 **Employee's Status**

2162 23.5.3.1 **Administrative Leave**

2163 Any permanent classified employee may be placed on
2164 administrative leave from duty with pay pending a determination
2165 of whether or not discipline will be recommended by the
2166 Superintendent.

2167 23.5.3.2 **Suspension**

2168 A unit member against whom dismissal is recommendation shall
2169 be suspended without pay from the date of the intent to dismiss
2170 notice until the effective date of his/her dismissal.

2171 23.5.4 **Sex or Narcotics Offenses: Compulsory Leave**

2172 23.5.4.1 Any classified employee charged with the commission of any sex
2173 offense defined in, but not limited to, Education Code Section
2174 44010, or with the commission of any narcotics offense as defined
2175 in, but not limited to Education Code Section 44011, may be
2176 placed upon compulsory leave of absence pending a final
2177 disposition of such charges.

2178 23.5.4.2 A unit member placed on compulsory leave shall continue to be
2179 paid his or her regular salary during such leave if he or she
2180 furnishes to the District a suitable bond as a guarantee that the unit
2181 member will repay the salary paid during the compulsory leave in
2182 case the unit member is convicted of such charges, or fails to
2183 return to service following expiration of the compulsory leave. If
2184 the unit member does not furnish a bond and if the employee is
2185 acquitted of such offense or charges dropped, the District shall pay
2186 the unit member upon his or her return to service the full amount
2187 of salary which was withheld during the compulsory leave.

2188 23.5.5 **Appeal Procedure for Suspension Without Pay or Demotion or Dismissal**
2189 **Hearing Authority**

2190 23.5.5.1 The hearing will be conducted before an arbitrator selected from
2191 the list provided, in rotational order.

2192 23.5.5.2 **Notice of Hearing**

2193 The arbitrator shall set the matter for hearing and shall give the
2194 unit member at least twenty (20) calendar days notice in writing of
2195 the date and place of the hearing. The hearing and the Board's
2196 consideration of the arbitrator's proposed decision shall be
2197 conducted in closed session unless the unit member requests an
2198 open hearing in the unit member's written request for a hearing.

2199 23.5.5.3 **Rights of Unit Member**

2200 The unit member shall attend any hearing, unless excused by the
2201 arbitrator, and shall be entitled to:

2202 23.5.5.3.1 be represented by counsel or any other person at the
2203 hearing;

2204 23.5.5.3.2 testify under oath;

2205 23.5.5.3.3 compel the attendance of other employees of the
2206 District to testify in his/her behalf;

2207 23.5.5.3.4 cross-examine all witnesses appearing against
2208 him/her and all employees of the District whose
2209 actions are in question or who have investigated any
2210 of the matters involved in the hearing and whose
2211 reports are offered in evidence before the arbitrator;

2212 23.5.5.3.5 impeach any witness;

2213 23.5.5.3.6 present such evidence as the arbitrator deems
2214 pertinent to the inquiry;

2215 23.5.5.3.7 argue his/her case.

2216 23.5.5.4 The party attempting to substantiate the charges against the unit
2217 member shall be entitled to the same privileges.

2218 23.5.5.5. **Evidence**

2219 The hearing shall be informal and need not be conducted according
2220 to technical rules relating to evidence and witnesses. Any relevant
2221 evidence shall be admitted if it is the sort of evidence on which
2222 responsible persons are accustomed to rely in the conduct of
2223 serious affairs, regardless of the existence of any common law or
2224 statutory rule which might make improper the admission of such
2225 evidence over objection in civil actions. Hearsay evidence may be
2226 admitted for any purpose but shall not be sufficient in itself to
2227 support a finding unless it would be admissible in civil actions.
2228 The rules of privileges and of official or judicial notice shall be

2229 effective to the same extent as in civil actions. Irrelevant and
2230 repetitious evidence shall be excluded. Oral evidence shall be
2231 taken only under oath or affirmation.

2232 23.5.5.6 **Exclusion of Witnesses**

2233 The arbitrator may in his/her discretion exclude witnesses not
2234 under examination, except the unit member and the party
2235 attempting to substantiate the charges against the unit member, and
2236 their respective counsel. When hearing testimony that may bring
2237 disrepute to persons other than the accused unit member, all
2238 persons not having a direct interest in the hearing may be excluded.

2239 23.5.5.7 **Burden of Proof**

2240 The burden of proof shall be upon the party attempting to
2241 substantiate the charges.

2242 23.5.5.8 **Findings and Decision**

2243 23.5.5.8.1 Upon completion of the hearing, written Proposed
2244 Findings of Fact and Conclusions shall be signed
2245 and filed with the Governing Board by the
2246 arbitrator, which shall constitute his/her decision. If
2247 the Governing Board adopts the arbitrator's findings
2248 and conclusions, it need not review the record of the
2249 hearing; if it declines to accept the findings and
2250 conclusions, it must review the record or provide
2251 for an additional opportunity to be heard, after
2252 which it may adopt the findings and conclusions
2253 made by the arbitrator, or adopt its own findings
2254 and conclusions.

2255 23.5.5.8.2 Unless the decision provides otherwise, it shall be
2256 effective immediately. Notice of the decision
2257 adopted by the Governing Board shall be mailed
2258 promptly to the employee or the employee's
2259 counsel or representative. Except for the correction
2260 of clerical error, the decision shall be final and
2261 conclusive.

2262 23.5.5.9 **Report of Hearings**

2263 Hearings may be conducted without a stenographic reporter or
2264 audio tape recording machine unless either party requests that the
2265 hearing be reported or recorded. Both parties shall share equally
2266 the cost or fee for the reporting or recording.

- 2267 23.5.5.10 **Transcript of Hearings**
- 2268 Transcripts of hearings shall be furnished to any party on payment
2269 of the cost of preparing such transcripts. When transcripts are
2270 provided by employees of the District, the cost shall be determined
2271 by the employee in charge of business affairs of the District.
2272 When transcripts are provided by an independent contractor, the
2273 cost will be established by the independent contractor.
- 2274 23.5.5.11 **Continuances**
- 2275 The arbitrator may grant a continuance of any hearing upon such
2276 terms and conditions as he/she may deem proper. The unit
2277 member shall remain on unpaid suspension for the period of any
2278 continuance. Any request for continuance made less than forty-
2279 eight (48) hours prior to the time set for the hearing will be denied
2280 unless good cause is shown for the continuance.
- 2281 23.5.5.12 **Judicial Review**
- 2282 Judicial review of the Governing Board's decision is available
2283 pursuant to Code of Civil Procedure Section 1094.5 only if the
2284 petition for writ of mandate is filed within the time limit specified
2285 in Code of Civil Procedure Section 1094.6.
- 2286 23.6 **Personnel Files**
- 2287 23.6.1 The personnel file of each unit member shall be maintained in the District
2288 Human Resources Department; however, this requirement shall not prohibit
2289 the attachment to disciplinary memoranda materials not previously placed in
2290 the personnel file.
- 2291 23.6.2 Materials in personnel files of unit members that may serve as basis for
2292 affecting the status of their employment are to be made available for the
2293 inspection of the unit member involved. This material is not to include
2294 ratings, reports, or records that: (1) were obtained prior to the employment of
2295 the person involved, (2) were prepared by identifiable examination committee
2296 members, or (3) were obtained in connection with promotional examination
2297 except numerical score obtained as a result of a written examination. A unit
2298 member shall have the right to inspect these materials upon request, provided
2299 that the request is made at a time when the person is not actually required to
2300 render services to the employing district.
- 2301 23.6.3 Information of derogatory nature, except material mentioned in the Section
2302 above shall not be entered or filed unless and until the unit member is given
2303 notice and an opportunity to review and comment thereon. A unit member
2304 shall have the right to enter, and have attached to any derogatory statement,
2305 the unit member's comments thereon. The review shall take place during

2306
2307
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normal business hours and the unit member shall be released from duty without salary reduction for a sufficient time, not to exceed three hours, to be scheduled by the Human Resources Department.

2309 **ARTICLE 24: JOB DESCRIPTIONS, RECLASSIFICATION**
2310 **AND POSITION UPGRADE, SALARY SURVEYS**

2311 24.1 **Reclassification and Position Upgrade**

2312 The purpose of this Section 24.1 is to provide an orderly process for the facilitation of
2313 necessary reclassifications.

2314 24.1.1 **Reclassification Definition**

2315 Reclassification means the redefining of a position or group of positions to a
2316 different job class with a corresponding change in title and job description to
2317 account for permanent changes in technology, duties, or work that may alter
2318 the nature of the job.

2319 24.1.2 **Upgrade/Regrade Definition**

2320 Reclassification is distinguished from an upgrade/regrade in that an
2321 upgrade/regrade constitutes a change in salary without changes in job title or
2322 job description.

2323 24.1.3 **Timeline to Propose Reclassification**

2324 Reclassification requests shall be submitted only during the month of October
2325 each year. Requests may be submitted by an individual employee, group of
2326 employees, CSEA, or the District. The requestor shall submit the request to
2327 the District Human Resources Department using the jointly approved Position
2328 Classification Questionnaire.

2329 24.1.4 **Reclassification Negotiations**

2330 No later than November 5 each year, the Human Resources Department shall
2331 forward to CSEA all reclassification requests that were received within the
2332 timeline specified in Section 24.1.3. The parties shall meet no later than
2333 December to consider the reclassification request(s) and to negotiate regarding
2334 any mandatory subjects of bargaining to the extent required by the EERA.

2335 24.2 **Job Descriptions**

2336 All modifications in bargaining unit job descriptions shall be reviewed with CSEA, and
2337 the parties shall negotiate regarding proposed changes to the job descriptions to the extent
2338 required by the EERA. All modified bargaining unit job descriptions shall include the
2339 date of Board Approval.

2340 24.2.1 The parties shall annually, beginning no later than January, engage in a
2341 process to review and update existing job descriptions as needed. Each party
2342 shall be entitled to up to three (3) participants in this process. Each year, the

2343 parties shall identify 1-2 job families in which job descriptions shall be
2344 reviewed and updated as needed. The parties shall make best efforts to
2345 complete review and revision of all unit member job descriptions in a three-
2346 year cycle.

2347 24.3 **Salary Surveys And Data Collection**

2348 The parties will meet annually in preparation for compensation negotiations to identify
2349 their common data collection needs for negotiations. The parties will work cooperatively
2350 to collect and compile information from comparable school districts regarding
2351 compensation provided including, but not limited to salary, longevity, health and welfare
2352 benefits, PERS contributions, and retiree benefits. The parties shall consider using
2353 CSEA's statewide salary survey, and may seek information from additional sources as
2354 well.

2355 **ARTICLE 25: EFFECT OF AGREEMENT**

- 2356 25.1 It is understood and agreed that the specific provisions contained in the Agreement shall
2357 prevail over District practices and procedures and over state laws to the extent permitted
2358 by state law.
- 2359 25.2 All side letters or memoranda of understanding shall expire June 30, 2003. In order for
2360 any side letter or memorandum of understanding to be enforceable thereafter, it must be
2361 dated, approved by the Governing Board, have an express expiration date, and be given a
2362 specific number (e.g. CSEA No. 98-1).

2363 **ARTICLE 26: SUPPORT OF AGREEMENT**

2364 The District and CSEA agree that it is to their mutual benefit to encourage the resolution of
2365 differences through the meet and negotiate process. Therefore, it is agreed that the District and
2366 CSEA support this Agreement for its term and will not appear before any public bodies to seek
2367 changes or improvement in any matter subject to the meet and negotiate process, except by
2368 mutual agreement of the District and CSEA.

2369 **ARTICLE 27: COMPLETION OF NEGOTIATIONS AND**
2370 **REOPENERS**

2371 27.1 This Agreement shall be effective from the date of approval by the District Governing
2372 Board through June 30, 2019.

2373
2374 27.2 Except for the reopeners specified in this Article 27, during the term of this Agreement,
2375 CSEA and the District expressly waive and relinquish the right to meet and negotiate, and
2376 agree that the parties shall not be obligated to meet and negotiate with respect to any
2377 subject or matter whether or not referred to or covered in this Agreement. The current
2378 Board policies that specifically relate to the negotiable areas delineated in the Educational
2379 Employment Relations Act will remain in full force and effect during the term of the
2380 Agreement.

2381 27.3 For the 2020-2021 and 2021-2022 school years, each party shall have the right to re-open
2382 Article 8 (“Compensation and Benefits”) by providing the other party a written demand
2383 to bargain no sooner than ninety (90) days prior to the end of the prior school year (i.e.,
2384 June 30), and otherwise following the requirements for disclosure of bargaining proposals
2385 contained in Government Code Section 3547. In addition to Compensation and Benefits,
2386 each party shall be entitled to re-open negotiations on no more than two (2) Articles of
2387 this Agreement.

2388 27.4 The District will provide all school and department sites two (2) copies of the negotiated
2389 agreement within sixty (60) calendar days of the signing. The Agreement will be made
2390 available for bargaining unit members’ reference. In addition, the Agreement will be
2391 posted on the District’s web site.

2392 27.5 A copy of this contract will be sent to PERB (Public Employment Relations Board) if
2393 required to comply with PERB Regulations.

2394 This Agreement is a result of good faith meeting and negotiating between CSEA and the District,
2395 completed on September 18, 2019, and approved by the Berryessa Union School District Board
2396 of Trustees on November 12, 2019.

2397 **MEMBERS OF THE COLLABORATIVE BARGAINING TEAM**

2398 **CSEA**

DISTRICT

2399 Debbie Narvaes, CSEA President
2400 Mark Corpuz, Paraeducator I
2401 Laurie Andrade, Assessment Examiner-Clerk
2402 Gloria Vargas, Accountant
2403 Rhonda Valdez Noon Duty Supervisor
2404 Jim Trujillo, Labor Relation Rep. CSEA
2405

Darrien Johnson, Asst. Supt. of Human Resources
Kevin Franklin, Asst. Supt. of Business Services
Josh Quitariano, Director of Fiscal Services
Carol Mar, Principal
Mya Duong, Principal
Jamie Garcia, Administrative Assistant of HR
John Yeh, Partner - Burke, Williams &

2406
2407

Sorensen, LLP

2408 **Signature for CSEA**
2409 _____
2410 Debbie Narvaes
2411 CSEA President
2412 Date: _____

Signature for the District

Darrien Johnson
Asst. Supt. of Human Resources
Date: _____

2413 **ARTICLE 28: SAVINGS PROVISIONS**

2414 28.1 If any of this Agreement is held to be contrary to law by a court of competent
2415 jurisdiction, such provisions will not be deemed valid and subsisting except to the extent
2416 permitted by law, but all other provisions will continue in full force and effect.

2417 28.2 Provisions of this Agreement held contrary to the law and not subject to appeal will be
2418 opened for renegotiations within sixty (60) days following a request by either party to
2419 meet and negotiate.

2420 **ARTICLE 29: TERM**

2421 29.1 This Agreement shall be effective upon ratification by the union and approval by the
2422 Governing Board through June 30, 2019. Upon the request of either party, the parties
2423 agree to reopen negotiations during the term of the Agreement regarding the impact that
2424 any new legislation may have on mandatory subjects of bargaining.

2425 29.2 The parties agree to submit their initial proposals for 2022-2023 re-opener negotiations,
2426 as required by Government Code Section 3547, no later than May 1, 2022. Negotiations
2427 shall commence no later than thirty (30) calendar days following the public hearing on
2428 the proposal.

2429 29.3 The parties shall abide by the provisions of Article 27 with respect to any other right to
2430 re-open negotiations during the term of this Agreement.

2431

2432

APPENDIX A: 2018-2019 SALARY SCHEDULES

California School Employees Association 2018-19 Effective 07/01/18 2.39%											
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6					
4.0	2,659 (15.29)	2,774 (15.95)	2,926 (16.82)	3,063 (17.61)	3,223 (18.53)	3,373 (19.39)					
4.5	2,724 (15.66)	2,848 (16.38)	2,992 (17.20)	3,143 (18.07)	3,285 (18.89)	3,451 (19.84)					
5.0	2,774 (15.95)	2,926 (16.82)	3,063 (17.61)	3,223 (18.53)	3,373 (19.39)	3,523 (20.26)					
5.5	2,848 (16.38)	2,992 (17.20)	3,143 (18.07)	3,285 (18.89)	3,451 (19.84)	3,610 (20.76)					
6.0	2,926 (16.82)	3,063 (17.61)	3,223 (18.53)	3,373 (19.39)	3,523 (20.26)	3,697 (21.26)					
6.5	2,992 (17.20)	3,143 (18.07)	3,285 (18.89)	3,451 (19.84)	3,610 (20.76)	3,785 (21.76)					
7.0	3,063 (17.61)	3,223 (18.53)	3,373 (19.39)	3,523 (20.26)	3,697 (21.26)	3,878 (22.30)					
7.5	3,143 (18.07)	3,285 (18.89)	3,451 (19.84)	3,610 (20.76)	3,785 (21.76)	3,968 (22.82)					
8.0	3,223 (18.53)	3,373 (19.39)	3,523 (20.26)	3,697 (21.26)	3,878 (22.30)	4,066 (23.38)					
8.5	3,285 (18.89)	3,451 (19.84)	3,610 (20.76)	3,785 (21.76)	3,968 (22.82)	4,160 (23.92)					
9.0	3,373 (19.39)	3,523 (20.26)	3,697 (21.26)	3,878 (22.30)	4,066 (23.38)	4,264 (24.52)					
9.5	3,451 (19.84)	3,610 (20.76)	3,785 (21.76)	3,968 (22.82)	4,160 (23.92)	4,364 (25.09)					
10.0	3,523 (20.26)	3,697 (21.26)	3,878 (22.30)	4,066 (23.38)	4,264 (24.52)	4,464 (25.67)					
10.5	3,610 (20.76)	3,785 (21.76)	3,968 (22.82)	4,160 (23.92)	4,364 (25.09)	4,575 (26.31)					
11.0	3,697 (21.26)	3,878 (22.30)	4,066 (23.38)	4,264 (24.52)	4,464 (25.67)	4,689 (26.96)					
11.5	3,785 (21.76)	3,968 (22.82)	4,160 (23.92)	4,364 (25.09)	4,575 (26.31)	4,796 (27.58)					
11.7	3,785 (21.76)	4,066 (23.38)	4,364 (25.09)	4,689 (26.96)	5,031 (28.93)	5,400 (31.05)					
12.0	3,878 (22.30)	4,066 (23.38)	4,264 (24.52)	4,464 (25.67)	4,689 (26.96)	4,916 (28.27)					
12.5	3,968 (22.82)	4,160 (23.92)	4,364 (25.09)	4,575 (26.31)	4,796 (27.58)	5,031 (28.93)					
13.0	4,066 (23.38)	4,264 (24.52)	4,464 (25.67)	4,689 (26.96)	4,916 (28.27)	5,154 (29.63)					
13.5	4,160 (23.92)	4,364 (25.09)	4,575 (26.31)	4,796 (27.58)	5,031 (28.93)	5,276 (30.34)					
14.0	4,264 (24.52)	4,464 (25.67)	4,689 (26.96)	4,916 (28.27)	5,154 (29.63)	5,400 (31.05)					
14.5	4,364 (25.09)	4,575 (26.31)	4,796 (27.58)	5,031 (28.93)	5,276 (30.34)	5,531 (31.80)					
14.7	4,364 (25.09)	4,689 (26.96)	5,037 (28.96)	5,411 (31.11)	5,816 (33.44)	6,257 (35.98)					
15.0	4,464 (25.67)	4,689 (26.96)	4,916 (28.27)	5,154 (29.63)	5,400 (31.05)	5,667 (32.58)					
15.5	4,577 (26.32)	4,806 (27.63)	5,037 (28.96)	5,281 (30.36)	5,534 (31.82)	5,805 (33.38)					
16.0	4,691 (26.97)	4,926 (28.32)	5,161 (29.67)	5,411 (31.11)	5,673 (32.62)	5,953 (34.23)					
16.5	4,807 (27.64)	5,048 (29.02)	5,290 (30.42)	5,548 (31.90)	5,816 (33.44)	6,100 (35.07)					
17.0	4,928 (28.33)	5,175 (29.76)	5,423 (31.18)	5,687 (32.70)	5,959 (34.26)	6,257 (35.98)					
17.5	5,052 (29.05)	5,308 (30.52)	5,561 (31.97)	5,828 (33.51)	6,111 (35.14)	6,410 (36.86)					
25.0	5,559 (31.96)	5,978 (34.37)	6,424 (36.94)	6,904 (39.70)	7,421 (42.67)	7,980 (45.88)					
26.0	8,649 (49.73)	8,873 (51.02)	9,105 (52.35)	9,342 (53.71)	9,585 (55.11)	9,824 (56.49)					
SCHOOL SITE PERSONNEL			RANGE		OFFICE PERSONNEL			RANGE			
Administrative Secretary - Principal		11.0	Account Technician I			9.5					
Administrative Secretary - CNS		11.0	Account Technician II			11.5					
AVID Tutor		5.0	Account Technician III			15.0					
Alt. Learning Center Instructional Asso.		8.0	Accountant			17.5					
Behavior Management Technician I		11.7	Accountant-Bond Budget			17.5					
Behavior Management Technician II		14.7	Accounting Specialist			14.5					
Bilingual Aide		5.0	Accounting Technician			12.5					
Case Facilitator		25.0	Administrative Assistant/Communication			16.0					
Child Aide		5.0	Administrative Secretary - Support Services			11.5					
Computer Clerk School		8.0	Budget-Computer System Specialist			15.0					
Computer Instructional Associate		7.0	Categorical Programs Technician			13.5					
District Media Resource Technician		11.0	Assessment Examiner-Clerk			10.0					
Duplicating Machine Operator		5.5	Child Nutrition Clerk			7.0					
English Learner (EL) Newcomer Aide		8.0	Clerk Typist, Categorical Program			7.0					
ESI Tutor		8.0	District - Librarian Assistant			8.0					
Health Clerk		7.0	District - Student Information Specialist			16.5					
Instructional Associate		5.5	District - Student Information Clerk			8.0					
Math/Science Lab Associate		6.0	Education Services Center Clerk			8.0					
Migrant Instructional Aide		5.0	English Learner (EL) Community Liaison			6.5					
Migrant Health Statistical Aide		8.0	Executive Assistant, Education Services			13.0					
PLA Tutor		6.5	Executive Assistant/Operations			13.0					
Program Reading Tutor		5.5	Information Clerk			7.0					
School Clerk		8.0	Occupational Therapist			26.0					
School-Community Liaison		10.0	Office Assistant			8.0					
School Library/Multi Media Technician		8.0	Operations Department Clerk			8.0					
Special Education Paraeducator I		6.5	Payroll Technician			14.5					
Special Education Paraeducator II		7.5/8.5*	Purchasing Specialist			13.0					
*With Certification			Second Language Translator-Interpreter			8.0					
			Senior Executive Assistant			16.5					
			Special Projects Coordinator			16.5					
			Speech-Language Pathology Assistant			15.5					
			Substitute Services Specialist			10.0					

Board Approve Date: May 8, 2018

Signature: *[Handwritten Signature]* Date: 5/21/18

APPENDIX B: 2019-2020 SALARY SCHEDULES

California School Employees Association													
2019-2020 Effective 07/01/19 3.26%-New rate 07/01/19													
Range	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6		
3.5	2,522	(14.50)	2,630	(15.12)	2,775	(15.96)	2,904	(16.70)	3,056	(17.57)	3,198	(18.39)	
4.0	2,746	(15.79)	2,864	(16.47)	3,021	(17.37)	3,163	(18.19)	3,328	(19.14)	3,483	(20.03)	
4.5	2,813	(16.17)	2,941	(16.91)	3,090	(17.77)	3,245	(18.66)	3,392	(19.50)	3,564	(20.49)	
5.0	2,864	(16.47)	3,021	(17.37)	3,163	(18.19)	3,328	(19.14)	3,483	(20.03)	3,638	(20.92)	
5.5	2,941	(16.91)	3,090	(17.77)	3,245	(18.66)	3,392	(19.50)	3,564	(20.49)	3,728	(21.44)	
6.0	3,021	(17.37)	3,163	(18.19)	3,328	(19.14)	3,483	(20.03)	3,638	(20.92)	3,818	(21.95)	
6.5	3,090	(17.77)	3,245	(18.66)	3,392	(19.50)	3,564	(20.49)	3,728	(21.44)	3,908	(22.47)	
7.0	3,163	(18.19)	3,328	(19.14)	3,483	(20.03)	3,638	(20.92)	3,818	(21.95)	4,004	(23.02)	
7.5	3,245	(18.66)	3,392	(19.50)	3,564	(20.49)	3,728	(21.44)	3,908	(22.47)	4,097	(23.56)	
8.0	3,328	(19.14)	3,483	(20.03)	3,638	(20.92)	3,818	(21.95)	4,004	(23.02)	4,199	(24.14)	
8.5	3,392	(19.50)	3,564	(20.49)	3,728	(21.44)	3,908	(22.47)	4,097	(23.56)	4,296	(24.70)	
9.0	3,483	(20.03)	3,638	(20.92)	3,818	(21.95)	4,004	(23.02)	4,199	(24.14)	4,403	(25.32)	
9.5	3,564	(20.49)	3,728	(21.44)	3,908	(22.47)	4,097	(23.56)	4,296	(24.70)	4,506	(25.91)	
10.0	3,638	(20.92)	3,818	(21.95)	4,004	(23.02)	4,199	(24.14)	4,403	(25.32)	4,610	(26.51)	
10.5	3,728	(21.44)	3,908	(22.47)	4,097	(23.56)	4,296	(24.70)	4,506	(25.91)	4,724	(27.16)	
11.0	3,818	(21.95)	4,004	(23.02)	4,199	(24.14)	4,403	(25.32)	4,610	(26.51)	4,842	(27.84)	
11.5	3,908	(22.47)	4,097	(23.56)	4,296	(24.70)	4,506	(25.91)	4,724	(27.16)	4,952	(28.47)	
11.7	3,908	(22.47)	4,199	(24.14)	4,506	(25.91)	4,842	(27.84)	5,195	(29.87)	5,576	(32.06)	
12.0	4,004	(23.02)	4,199	(24.14)	4,403	(25.32)	4,610	(26.51)	4,842	(27.84)	5,076	(29.19)	
12.5	4,097	(23.56)	4,296	(24.70)	4,506	(25.91)	4,724	(27.16)	4,952	(28.47)	5,195	(29.87)	
13.0	4,199	(24.14)	4,403	(25.32)	4,610	(26.51)	4,842	(27.84)	5,076	(29.19)	5,322	(30.60)	
13.5	4,296	(24.70)	4,506	(25.91)	4,724	(27.16)	4,952	(28.47)	5,195	(29.87)	5,448	(31.32)	
14.0	4,403	(25.32)	4,610	(26.51)	4,842	(27.84)	5,076	(29.19)	5,322	(30.60)	5,576	(32.06)	
14.5	4,506	(25.91)	4,724	(27.16)	4,952	(28.47)	5,195	(29.87)	5,448	(31.32)	5,711	(32.84)	
14.7	4,506	(25.91)	4,842	(27.84)	5,201	(29.90)	5,587	(32.12)	6,006	(34.53)	6,461	(37.15)	
15.0	4,610	(26.51)	4,842	(27.84)	5,076	(29.19)	5,322	(30.60)	5,576	(32.06)	5,852	(33.65)	
15.5	4,726	(27.17)	4,963	(28.54)	5,201	(29.90)	5,453	(31.35)	5,714	(32.85)	5,994	(34.46)	
16.0	4,844	(27.85)	5,087	(29.25)	5,329	(30.64)	5,587	(32.12)	5,858	(33.68)	6,147	(35.34)	
16.5	4,964	(28.54)	5,213	(29.97)	5,462	(31.41)	5,729	(32.94)	6,006	(34.53)	6,299	(36.22)	
17.0	5,089	(29.26)	5,344	(30.73)	5,600	(32.20)	5,872	(33.76)	6,153	(35.38)	6,461	(37.15)	
17.5	5,217	(30.00)	5,481	(31.51)	5,742	(33.02)	6,018	(34.60)	6,310	(36.28)	6,619	(38.06)	
25.0	5,740	(33.00)	6,173	(35.49)	6,633	(38.14)	7,129	(40.99)	7,663	(44.06)	8,240	(47.38)	
26.0	8,931	(51.35)	9,162	(52.68)	9,402	(54.06)	9,647	(55.47)	9,897	(56.91)	10,144	(58.33)	
SCHOOL SITE PERSONNEL				RANGE				OFFICE PERSONNEL				RANGE	
Administrative Secretary - Principal				11.0				Account Technician I				9.5	
Administrative Secretary - CNS				11.0				Account Technician II				11.5	
Alt. Learning Center Instructional Asso.				8.0				Account Technician III				15.0	
Behavior Management Technician I				11.7				Accountant				17.5	
Behavior Management Technician II				14.7				Accountant-Bond Budget				17.5	
Bilingual Aide				5.0				Accounting Specialist				14.5	
Case Facilitator				25.0				Accounting Technician				12.5	
Child Aide				5.0				Administrative Assistant/Communication				16.0	
Computer Clerk School				8.0				Administrative Secretary - Support Services				11.5	
Computer Instructional Associate				7.0				Budget-Computer System Specialist				15.0	
District Media Resource Technician				11.0				Categorical Programs Technician				13.5	
Duplicating Machine Operator				5.5				Assessment Examiner-Clerk				10.0	
English Learner (EL) Newcomer Aide				8.0				Child Nutrition Clerk				7.0	
ESL Tutor				8.0				Clerk Typist, Categorical Program				7.0	
Health Clerk				7.0				District - Librarian Assistant				8.0	
Instructional Associate				5.5				District - Student Information Specialist				16.5	
Math/Science Lab Associate				6.0				District - Student Information Clerk				8.0	
Migrant Instructional Aide				5.0				Education Services Center Clerk				8.0	
Migrant Health Statistical Aide				8.0				English Learner (EL) Community Liaison				6.5	
Noon Duty Supervisor				3.5				Executive Assistant, Education Services				13.0	
PLA Tutor				6.5				Executive Assistant/Operations				13.0	
Program Reading Tutor				5.5				Information Clerk				7.0	
School Clerk				8.0				Occupational Therapist				26.0	
School-Community Liaison				10.0				Office Assistant				8.0	
School Library/Multi Media Technician				8.0				Operations Department Clerk				8.0	
Special Education Paraeducator I				6.5				Payroll Technician				16.5	
Special Education Paraeducator II				7.5/8.5*				Purchasing Specialist				13.0	
*With Certification								Second Language Translator-Interpreter				8.0	
								Senior Executive Assistant				16.5	
								Special Projects Coordinator				16.5	
								Speech-Language Pathology Assistant				15.5	
								Substitute Services Specialist				10.0	

Board Approve Date: November 12, 2018

Signature



Date

11/13/19

APPENDIX C: CLASSIFICATIONS AND WORK DAYS

CLASSIFICATION	WORK DAYS
*Account Technician I	12 months of service + paid vacation
Account Technician II	11 months of service + paid vacation
Account Technician II	12 months of service + paid vacation
Account Technician III	12 months of service + paid vacation
*Accountant	12 months of service + paid vacation
*Accounting Specialist	12 months of service + paid vacation
*Accounting Technician	12 months of service + paid vacation
*Administrative Assistant/Communications	12 months of service + paid vacation
Administrative Secretary-Principal	205 days of service + paid vacation
Administrative Secretary-Support Services	12 months of service + paid vacation
*Alternative Learning Center Instructional Associate	181 days of service + paid vacation
Assessment Examiner - Clerk	12 months of service + paid vacation
Behavior Management Technician I (BMT I)	180 days of service + paid vacation (182 days of service + paid vacation in 2018-2019 and 2019-2020 years only)
Behavior Management Technician II (BMT II)	180 days of service + paid vacation (182 days of service + paid vacation in 2018-2019 and 2019-2020 years only)
*Bilingual Aide	
*Budget Computer System Specialist	12 months of service + paid vacation
*Case Facilitator	225 days of service + paid vacation
Categorical Programs Technician	12 months of service + paid vacation
*CDC Lead Teacher	
*CDC Paraeducator	
*CDC Teacher	
*Child Aide	10 months of service + paid vacation
*Child Nutrition Clerk	180 days of service + paid vacation
*Clerk Typist, Categorical Program	
*S.I.P School/Community Liaison	10 months of service + paid vacation
Computer Clerk	205 days of service + paid vacation
District Librarian Assistant	191 days of service + paid vacation
*District Media Resource Technician	12 months of service + paid vacation
District-Student Information Specialist	12 months of service + paid vacation
*Duplicating Machine Operator	181 days of service + paid vacation
*Education Services Center Clerk	12 months of service + paid vacation
*English Learner (EL) Community Liaison	180 days of services + paid vacation
*English Learner (EL) Newcomer Aide	180 days of service + paid vacation
*ESL Tutor	180 days of service + paid vacation
Executive Assistant, Education Services	12 months of service + paid vacation
*Executive Assistant, Operations	12 months of service + paid vacation

CLASSIFICATION	WORK DAYS
Health Clerk	181 days of service + paid vacation (183 days of service + paid vacation in 2018-2019 and 2019-2020 years only)
*Information Clerk	12 months of service + paid vacation
Instructional Associate	181 days of service + paid vacation (183 days of service + paid vacation in 2018-2019 and 2019-2020 years only)
Instructional Associate – Computer	181 days of service + paid vacation (183 days of service + paid vacation in 2018-2019 and 2019-2020 years only)
Instruction Associate – Math-Science Lab	181 days of service + paid vacation (183 days of service + paid vacation in 2018-2019 and 2019-2020 years only)
*Lead Preschool Teacher	202 days of service + paid vacation
*Migrant Instructional Aide	
*Migrant Health Statistical Aide	181 days of service + paid vacation
Occupational Therapist	187 days of service + paid vacation
Office Assistant	11 months of service + paid vacation
*Office Assistant	12 months of service + paid vacation
*Operations Department Clerk	12 months of service + paid vacation
Payroll Technician	12 months of service + paid vacation
*PLA Tutor (Primary Language Assistant)	Up to 175 days of service + paid vacation
Program Reading Tutor (PRT)	181 days of service + paid vacation (183 days of service + paid vacation in 2018-2019 and 2019-2020 years only)
*Purchasing Specialist	12 months of service + paid vacation
School Clerk-Elementary	200 days of service + paid vacation
School Clerk-Middle	205 days of service + paid vacation
*School-Community Liaison	180 days of service + paid vacation (182 days of service + paid vacation in 2018-2019 and 2019-2020 years only)
School Library/Multi-Media Technician	191 days of service + paid vacation
Second Language Translator-Interpreter	180 days of service + paid vacation (182 days of service + paid vacation in 2018-2019 and 2019-2020 years only)
*Senior Executive Assistant	12 months of service + paid vacation
Special Education Paraeducator I	183 days of service + paid vacation (185 days of service + paid vacation in 2018-2019 and 2019-2020 years only)
Special Education Paraeducator II	183 days of service + paid vacation (185 days of service + paid vacation in 2018-2019 and 2019-2020 years only)
*Special Education Paraeducator III (replaced by Case Facilitator)	225 days of service + paid vacation

CLASSIFICATION	WORK DAYS
*Special Projects Coordinator	12 months of service + paid vacation
Speech-Language Pathology Assistant	183 days of service + paid vacation
*State Preschool Paraprofessional	182 days of service + paid vacation
*Substitute Services Specialist	11 months of service + paid vacation
Technology Operations Assistant	12 months of service + paid vacation

*Inactive Classifications at the time of publication

For the 2018-2019 and 2019-2020 years only, the number of work days for unit members assigned to position listed above with 180, 181, and 183 days of service will be increased by two days, to 182, 183, and 185 respectively. Beginning in the 2020-2021 year, the required number of work days for these positions will return to 180, 181, and 183 work days respectively.

APPENDIX D: TENTATIVE AGREEMENT BETWEEN CSEA CHAPTER 364 AND BERRYESSA UNION SCHOOL DISTRICT

The undersigned parties, having negotiated under the Educational Employment Relations Act ("EERA," Government Code Section 3540, et seq.) on the issues of CDC and State Preschool salaries and benefits, the effects of the 1997 layoffs and reduction in hours, and the impact of the elimination of the Accounting Specialist, agree to the following:

A. CDC/State Preschool

The existing Collective Agreement will be amended by adding the following provision as Appendix A.

APPENDIX A

CDC and State Preschool Unit Members

1. *The 1996-97 salary bonus for CDC and Preschool unit members, payable in September 1997, will be computed and paid according to prior practices and procedures.*

2. *Salary and Benefits*

a. *CDC Benefits — The District will contribute \$3,732 per year per FTE toward health and welfare benefits of those unit members employed four hours or more; and will contribute 2.0% of salary to the PERS employer pick-up.*

b. *State Preschool Benefits — The District will contribute the same amount per year per FTE toward health and welfare benefits and PERS as contributed for other unit members.*

c. *State Preschool Salary — Effective July 1, 1997, the preschool unit members will be paid on the following salary schedule, prorated for FTE. The longevity provisions for regular unit members will apply. Any salary reclassification will consider Preschool Paraeducators as a separate classification.*

Step 1 Step 2 Step 3 Step 4 Step 5 Step 6

- *Paraeducator* 1,460 1,536 1,617 1,702 1,787 1,876
- *Lead Teacher* 2,028 2,135 2,247 2,366 2,484 2,608

d. *CDC Salary — Effective July 1, 1997, CDC unit members will be paid on the following salary schedule. In addition, a year end*

bonus will be paid from any excess and unused funds according to the prior practices and procedures.

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
• Clerk	1,000	1,051	1,103	1,156	1,215	1,276
• Paraeducator	973	1,022	1,073	1,127	1,183	1,241
• Teacher	1,250	1,312	1,378	1,447	1,520	1,596
• Lead Teacher	1,389	1,460	1,533	1,609	1,689	1,773

- e. *Work Year — The CDC Center unit members work year will be 245 days. The State Preschool Teacher work year will be 202 days, and the Preschool Paraeducator work year will be 182 days.*
- f. *For purposes of negotiating successor salary and benefit terms under the EERA, the 1996-97 practices and provisions will constitute the status quo ante.*

3. *Participation in District Study*

The CSEA officers and CDC personnel will be fully included in a discussion regarding the future of the CDC program. This discussion will involve at least the following:

- *disparity in funding between CDC and regular education programs;*
- *the restructuring of the CDC program within the limitations of the funding provisions and state regulations, including consideration of restructuring with salaries and benefits equal to the prevailing district standards;*
- *review of roles, purposes, and allocation of overhead costs;*
- *the role and purpose of consultants and clerks;*
- *the effectiveness of cross training employees for multiple job functions; and*
- *job layoff and employment rights if program is discontinued.*

This review will begin no later than November 15, 1997, and will be completed before March 31, 1998. It is the intent of the parties to enter into negotiations regarding the potential effects of the study within 30 days of completion of the study.

B. Unit Clarification

1. Job titles will be added to the Collective Agreement as Appendix B (see attached). The parties will submit a Unit Modification Petition to PERB listing those same positions.

2. Before submitting the Unit Modification Petition, a representative from each party will conduct a mini-fact finding regarding the supervisory status of lead/head teacher. If the fact finding group determines that the lead/head teacher should be removed from the unit because of supervisory status, the parties will meet and negotiate over the impact of removing that member from the unit.
- C. Effects of Eliminating Accounting Specialist
1. By September 30, 1997, the District will undertake a review of the impact of the following changes upon the workload within the Business Department: the change to the new IFAS system, the year end closing, and the elimination of the Accounting Specialist position. This review will involve the Department members.
- D. Effects of 1997 Layoffs and Reduction in Hours
1. The following provision will be added to Article XXII, subsection "2":

"2." The District will not transfer unit work, as defined under the provisions of the Educational Employment Relations Act, without first providing CSEA with notice and opportunity to negotiate. This includes the transfer of work to supervisors, to the certificated bargaining unit, to confidential or management \, or to another employer, and under certain circumstances to non-employee volunteers. The District will provide training for management personnel regarding their obligations to provide notice and opportunity to negotiate before transferring unit work."
 2. Before September 15, 1997, the District will undertake a review of whether or not the work previously done by the Reading Tutors at Northwood School was transferred to parents and other non-paid volunteers. The District will provide the CSEA negotiating team with its findings by September 30, 1997.

APPENDIX E: WORKING MEMORANDUM REGARDING CSEA UNIT MEMBER INVOLVEMENT IN STAFF DEVELOPMENT AND SITE DECISION MAKING

February, 1998

During the 1998 negotiations, the negotiating parties discussed various approaches to increasing classified staff involvement in decisions relating to staff development and site-based decision-making.

The parties agreed to undertake multiple approaches to increase classified staff involvement in these vital areas. This memorandum summarizes those undertakings.

Staff Development

- The District will continue with the annual survey of classified staff regarding matters to be addressed on the District's staff development days.
- When possible, the District will involve the affected classified employees in the formulation of a staff development program.
- The District will begin funding an experimental program allowing a limited number of classified staff to attend staff development programs other than those the District offers.

District Site Councils

- District site administrators will enforce the site council selection process requiring classified employees to select a classified employee representative on the site council. (Education Code Section 52852).
- The CSEA President may be invited to attend the principals' staff meeting to address the issue of greater involvement in site decision-making and staff development.
- The District's policies and the administrative manual will be revised to conform with the Education Code provisions and the District's desires regarding increased classified employee participation on site councils.
- The District site administrators will inform the classified employees of their right to participate in the site councils' decision.

APPENDIX F: 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 towards 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, and 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 (1) continuous period of time. Any leave(s) taken shall be concluded within one (1) 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 (2) weeks. However, the District shall grant a request for a leave of less than two (2) weeks' duration on any two (2) 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 take 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 qualified 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 thirty (30) calendar days in advance of the leave, or if not reasonably known thirty (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 (4) 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 (4) months of pregnancy disability leave for the period of actual disability and an additional maximum of twelve (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 (2) separate and distinct entitlements and the time periods for these two (2) entitlements do not run concurrently.

E. 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).

**APPENDIX G: CLASSIFIED EMPLOYEE'S WORK PERFORMANCE
REPORT**

BERRYESSA UNION SCHOOL DISTRICT

CLASSIFIED EMPLOYEE'S WORK PERFORMANCE REPORT

Employee:		Position:	
School/Department:		Supervisor:	
Report Period: From:	To:	Status: Probationary : <input type="checkbox"/> 2 month <input type="checkbox"/> 6 month	
		Permanent : <input type="checkbox"/>	

Performance Standard:

O = Outstanding

S = Satisfactory

U = Unsatisfactory

O S U

COMMENTS SHOULD PROVIDE SPECIFIC COMMENDATIONS AND RECOMMENDATIONS:

A. JOB RELATED PERFORMANCE	O	S	U
Demonstrates knowledge and skills appropriate for the position. Work performed is accurate, thorough, neat, and meets quality expectations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Communicates well orally and in writing; effectively carries out verbal and written instructions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Anticipates upcoming work cycles, allocates time and organizes tasks appropriately.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Exercises problem solving skills and abilities, appropriate to the position. Asks appropriate questions and seeks assistance from appropriate sources when needed to solve problems.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

O S U

B. WORK HABITS	O	S	U
1. Dependable and punctual attendance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Demonstrates initiative and flexibility to accommodate work place needs. Sets priorities and improves methods and skills for completing duties.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Uses time well. Works efficiently, concentrating efforts to assigned tasks. Completes assigned work on time.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Follows policies and procedures, including safety and security.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

O S U

C. ATTITUDE AND COOPERATION	O	S	U
1. Accepts direction from supervisor(s) and effectively implements suggestions for improvement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Works effectively with, and uses tact and discretion when dealing with students, public, and other employees.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Respects confidential and personal information.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

CLASSIFIED EMPLOYEE'S WORK PERFORMANCE REPORT

Employee:

OVERALL PERFORMANCE RATING (mark one only)

Outstanding Satisfactory Unsatisfactory*

*CSEA Contract, Article 9.2.2

Any less than satisfactory designation must be described in writing, and in the event of an overall unsatisfactory evaluation, the supervisor and the employee shall collaboratively develop methods of improvements. The supervisor shall assist the employee in achieving improvements. The employee shall cooperate in this program.

Commendations:

Recommendations:

Future Objectives:

Signature of Evaluator: _____

Date:

Signature of Employee: _____

Date:

The employee's signature does not indicate an agreement but that the employee has read the evaluation and has had the opportunity to respond in writing. If the employee submits an attached written response, it will become a permanent part of the Employee's Work Performance Report.

Employee Response Attached: Yes No