

NEGOTIATED AGREEMENT

BETWEEN

TEAMSTERS LOCAL UNION 150

AND

**THE GOVERNING BOARD AND
ADMINISTRATION**

OF THE

BERRYESSA UNION SCHOOL DISTRICT

November 1, 2006 – October 31, 2009

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1 **PREAMBLE**

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

7 **ARTICLE 1: RECOGNITION**

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

11 **ARTICLE 2: DISTRICT RIGHTS**

12 2.1 It is understood and agreed that the District retains all of its powers and
13 authority to direct, manage, and control to the full extent of the law.
14 Included in, but not limited to those duties and powers, is the exclusive
15 right to: determine its organization; direct the work of its employees;
16 determine the times and hours of operation; determine the kinds and
17 levels of services to be provided, and the methods and means of providing
18 them; establish its educational policies, goals and objectives; ensure the
19 rights and education opportunities of students; determine staffing patterns,
20 determine the number and kinds of personnel required; transfer personnel;
21 maintain the efficiency of District operations; determine the curriculum;
22 build, move, or modify facilities; establish budget procedures and
23 determine budgetary allocation; determine the methods of raising revenue;
24 contract out work; and take action on any matter in the event of an
25 emergency. In addition, the Board retains the right to hire, classify,
26 assign, evaluate promote, terminate, and discipline employees.

27 2.2 The exercise of the foregoing powers, rights, authority, duties and
28 responsibilities by the District, the adoption of policies, rules, procedures,
29 regulations and practices in the furtherance thereof, and the use of
30 judgment and discretion in connection therewith, shall be limited only by
31 the specific and express terms of this Agreement, and then only to the
32 extent such specific and express terms are in conformance with the law.

33 **ARTICLE 3: UNION RIGHTS**

- 34 3.1 TEAMSTERS LOCAL UNION 150, business and activities will be
35 conducted by unit members or Union officials outside established work
36 hours as defined and will be conducted in places other than District
37 property, except when:
- 38 3.1.1 An authorized Union representative obtains advance
39 authorization from the Superintendent or designee regarding the
40 specific time, place, and type of activity to be conducted.
- 41 3.1.2 The Superintendent or designee can verify that such requested
42 activities and use of facilities will not interfere with the school
43 programs and/or duties of unit members as defined.
- 44 3.1.3 The Union pays a reasonable fee for expenses related to any
45 unusual wear or damage and is subject to District policies and
46 regulations for the use of facilities.
- 47 3.2 The Union may use the school mail boxes and bulletin board spaces
48 designated by the Superintendent, subject to the following conditions:
- 49 3.2.1 All postings for bulletin boards or items for school mail boxes
50 must contain the date of posting or distribution and the
51 identification of the organization, together with a designated
52 authorization by the Union president or other authorized person.
- 53 3.2.2 A copy of such postings or distributions must be delivered to the
54 Superintendent or designee at the same time as the posting or
55 distribution.
- 56 3.2.3 The Union will not post or distribute information that is obscene
57 or defamatory regarding the District or its personnel, subject to
58 the immediate removal by the District of the right to post or to
59 distribute for a period of at least a sixth month period.
- 60 3.3 Any unit member who is a member of the Teamsters Local Union 150, or
61 who has applied for membership, may sign and deliver to the District an
62 assignment authorizing deduction of membership dues, initiation fees and
63 general assessments in the Union. Pursuant to such authorization, the
64 District shall deduct the prescribed dues on a monthly basis.
- 65 3.4 Any unit member who is not a member of the Teamsters Union, Local 150,
66 or who does not make application for membership within thirty (30) days
67 from the effective date of this Agreement, or within thirty (30) days from
68 the date of the commencement of assigned duties within the bargaining
69 unit, shall become a member of the Union or pay to the Union a service
70 fee in an amount equal to membership dues, as determined by the Union,
71 payable to the Union in one lump sum cash payment in the same manner

72 as required for the payment of membership dues, provided, however, that
73 the unit member may authorize payroll deduction for such fee in the same
74 manner as provided above. In the event that a member shall not pay such
75 a fee directly to the Union, or authorize payment through payroll deduction
76 as provided in Article 3, the Union shall so inform the District, and the
77 District shall immediately begin automatic payroll deduction as provided in
78 state laws and regulations and in the same manner as set forth in Article
79 3. The Union shall pay the additional costs, if any, for mandatory agency
80 fee deductions.

81 3.5 Any unit member who is a member of a religious body whose traditional
82 tenets or teachings include objections to joining or financially supporting
83 employee organizations shall not be required to join or financially support
84 the Teamsters Union, Local 150, as a condition of employment; except
85 that such unit member shall pay, in lieu of a service fee, sums equal to
86 such service fee to one of the following non-religious, non-labor
87 organization, charitable funds exempt from taxation under Section
88 501(c)(3) of Title 26 of the Internal Revenue Code:

89 3.5.2 United Way of Santa Clara County

90 3.5.3 Red Cross

91 Such payment of the in-lieu service fee shall be made by authorizing the
92 District to deduct 1.15% of gross monthly salary in-lieu fee from the
93 regular salary check of the employee each month worked and remit
94 directly to the non-profit organization.

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

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

107 3.6 With respect to all sums deducted by the District pursuant to the above,
108 whether for membership dues or service fees, the District agrees to
109 authorize the County to remit such monies to the Union. The District shall
110 provide an alphabetical list of unit members to the Union on a monthly
111 basis and indicate for whom such deductions are being made,
112 categorizing them as to membership or non-membership in the Union, and
113 indicating any changes in personnel from the list previously furnished.

114 The Union agrees to furnish any information needed by the District to fulfill
115 the provisions of this Article.

116 3.7 The Union shall indemnify and hold harmless the District and its Board
117 individually and collectively, from any legal costs and damages arising
118 from claims, demands or liability by reason of litigation arising from this
119 Article, provided that this obligation applies to litigation brought by third
120 parties and not to disputes between the Union and the District over the
121 interpretation or application of this Article. International Brotherhood of
122 Teamsters shall have the exclusive right to decide and determine whether
123 any action or proceeding referred to in this Article shall or shall not be
124 compromised, settled, dismissed or appealed.

125 3.8 The District shall send the Union at its Sacramento Office, a list of the
126 employees hired, terminated or retired during the preceding month. On
127 June 1 and December 1 of each year, the District shall send the Union a
128 list of all employees in the bargaining unit, with job classification and
129 addresses on file with the District. The District shall inform all new
130 employees how to access this Agreement on line and will provide twenty
131 (20) copies of the Agreement to the Chief Steward.

132 **ARTICLE 4: EMPLOYEE RIGHTS**

- 133 4.1 Neither the District nor Union shall interfere with, intimidate, restrain,
134 coerce, discriminate, or harass any employee because of the exercising of
135 his/her rights to engage or not engage in Union activities. Prior to the
136 implementation of changes in his/her position description or job duties, a
137 bargaining unit member has the right to notice of, and to discuss such
138 changes, with the department manager.
- 139 4.2 An employee shall have the right to representation at any meeting with the
140 employee's supervisor when the employee has a reasonable belief that
141 disciplinary action may result from such meeting.
- 142 4.3 An employee shall be permitted to meet with a shop steward or Union
143 representative during the employee's and shop steward's work times.
- 144 4.4 If the site supervisor gives prior approval, an employee may discuss terms
145 and conditions of employment under this contract with their shop steward
146 so long as the shop steward is on non-work time and the employee
147 continues to satisfactorily perform his/her job assignment. If approval is
148 not granted, an alternate time will be established.

149 **ARTICLE 5: CONCERTED ACTIVITIES**

150 5.1 It is agreed and understood that there will be no strike, work stoppage,
151 slow-down, picketing or refusal or failure to fully and faithfully perform job
152 functions and responsibilities, or other interference with the operations of
153 the District by the Union or by its officers, agents, or members during the
154 term of this Agreement, including compliance with the request of other
155 labor organizations to engage in such activity.

156 5.2 The Union recognizes the duty and obligation of its representatives to
157 comply with the provisions of the Agreement and to make every effort
158 toward inducing all employees to do so. In the event of a strike, work
159 stoppage, slow-down, or other interference with the operations of the
160 District by employees who are represented by the Union, the Union
161 agrees in good faith to take all necessary steps to cause those employees
162 to cease such action.

163 5.3 It is agreed and understood that any employee violating this Article will be
164 subject to discipline up to and including termination by the District.

165 5.4 It is understood that in the event this Article is violated by the Union, the
166 District is entitled to whatever appropriate legal action is available to the
167 District.

168 **ARTICLE 6: UNION RELEASE TIME**

169 6.1 Union members will exclusively receive time off from duties for grievance
170 meetings past the informal level of the grievance procedure, Article 7
171 herein, for Union members who are designated as Union representatives
172 as follows:

173 6.1.1 By no later than ten (10) working days following the signing of
174 this Agreement, and within ten (10) working days following the
175 appointment of new representatives, the Union will designate in
176 writing to the Superintendent or designee shop stewards
177 authorized to receive release time.

178 6.1.2 Whenever possible, twenty-four (24) hours prior to release from
179 duties for grievance processing, the shop steward shall inform
180 his/her immediate supervisor in order that an adequate
181 substitute may be obtained, if such is necessary.

182 6.1.3 When an employee requests representation in a grievance
183 meeting or a meeting under Article 4, during regular work hours
184 of the shop steward, such shop steward shall receive release
185 time from duties.

186 6.2 In addition to release time for grievance meetings described above, the
187 Teamsters Chief Steward or designee may use up to 8 hours per month of
188 release time for preparing for grievance meetings, problem solving, or
189 conducting Teamsters business. The Union will provide at least 24 hours
190 notice to the immediate supervisor of the use of this release time, except
191 when such advance notice is not possible.

192 **ARTICLE 7: GRIEVANCE**

193 7.1 It is in the best interest of the District and the unit members to resolve
194 disputes at the informal level. Prior to implementation of the Procedures
195 for Grievances, unit members are encouraged to attempt to identify and
196 resolve a problem at an informal conference. Either party (the District or
197 the Union) has the right to call for a problem-solving conference at any
198 level within the procedures for grievance. No reprisals shall be invoked
199 against any unit member for processing a grievance.

200 7.2 **Definitions**

201 7.2.1 **Grievance**

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

207 7.2.2 **Grievant**

208 A unit member, a group of unit members having the same
209 grievance, or the Union.

210 7.2.3 **Working Day**

211 A "working day" is any day on which the central administrative
212 offices of the Berryessa Union School District are open for
213 business.

214 7.3 **Procedures for Grievance**

215 7.3.1 Except by mutual agreement, failure by the employer at any
216 level to communicate a decision within the specified time limit
217 shall permit the grievant to proceed to the next level.

218 7.3.2 Except by mutual agreement, failure by grievant at any level to
219 appeal a grievance to the next level within the specified time
220 limit shall be considered acceptance of the grievance at that
221 level. All meetings to process grievances will be conducted in
222 District facilities.

223 7.3.3 If the Level 3 conference with the Superintendent is scheduled
224 by the Superintendent during the employee's regular working
225 day, the grievant and one Union representative will receive time
226 off from normal duties for the purpose of processing the
227 grievance. The grievant must be present at each level of the
228 grievance process.

229 7.4 **Level 1 - Immediate Supervisory Administrator**

230 7.4.1 Within ten (10) working days after grievant knew, or by
231 reasonable diligence could have known, of the condition upon
232 which the grievance is based, the grievant may present his/her
233 grievance in writing, on a form to be provided by the District, to
234 the administrator with immediate administrative responsibilities
235 for the position to which the grievant is assigned. A copy of the
236 grievance shall also be provided to the Assistant Superintendent
237 of Personnel Services Department.

238 7.4.2 The statement of grievance shall be a clear, concise statement
239 of the circumstances on which the grievance is based, the
240 people involved, and the remedy sought.

241 7.4.3 Either party to the grievance shall have the right to request a
242 personal conference with the other party.

243 7.4.4 The immediate supervisor shall communicate his/her decision to
244 the employee in writing within ten (10) working days after
245 receiving the grievance.

246 7.5 **Level 2 - District Level Administrator**

247 7.5.1 A unit member may appeal, in writing, the decision from Level 1
248 to the Assistant Superintendent of Personnel Services
249 Department within ten (10) working days after receiving it.

250 7.5.2 This statement shall be a clear, concise statement of the
251 grievance; the circumstances on which the grievance is based;
252 the people involved, and the remedy sought; an outline of
253 actions taken to adjust the complaint; and the reasons for the
254 appeal from the decision.

255 7.5.3 The Assistant Superintendent of Personnel Services
256 Department shall confer with the unit member and communicate
257 his/her decision to the grievant in writing, within ten (10) working
258 days of the appeal date.

259 7.6 **Level 3 - Superintendent**

260 7.6.1 The unit member may appeal the decision from Level 2 to the
261 Superintendent within ten (10) working days after receiving it
262 and may request a conference with the Superintendent. A copy
263 of the appeal shall be furnished to the Assistant Superintendent
264 of Personnel Services Department who shall forward the
265 grievance appeal to the Superintendent.

- 266 7.6.2 If requested, the conference shall be held and the
267 Superintendent shall communicate his/her decision to the unit
268 member within ten (10) working days of the appeal date. The
269 unit member may bring a Union representative to the
270 conference.
- 271 7.7 **Level 4 - Arbitration**
- 272 7.7.1 If the grievant is not satisfied with the decision at Level 3, or the
273 time limits expire without the issuance of the Superintendent's
274 written reply, the Union may, within ten (10) working days,
275 submit the grievance to arbitration. The parties to the arbitration
276 are the Union and the District. The notice of intent to arbitrate
277 shall be submitted in writing to the Superintendent and the
278 Assistant Superintendent of Personnel Services Department
279 within ten (10) working days of the Superintendent's Level 3
280 decision
- 281 7.7.2 **Optional Resolution Procedures**
- 282 Before the arbitrator is selected, the parties may mutually agree
283 to either of the options described in Section 7.6.2.1 or 7.6.2.2 to
284 attempt to resolve the grievance without need for the formal
285 arbitration provisions described in Section 7.6.3. Before
286 proceeding with either option, the parties will agree in writing
287 about the specific procedures they will follow under the option
288 selected, including, but not limited to the applicable timelines,
289 the extent to which the decision by the Grievance Resolution
290 Panel or Informal Arbitrator will be binding upon the parties, and
291 the procedure for moving the matter to formal arbitration under
292 Section 7.6.3, if the optional resolution procedures fail to resolve
293 the grievance.
- 294 7.7.2.1 **Option 1 - Grievance Resolution Panel**
- 295 7.7.2.1.1 The parties may mutually agree to
296 convene a joint Grievance Resolution
297 Panel consisting of two (2)
298 representatives selected by the Union
299 and two (2) representatives selected by
300 the District. The representatives to the
301 Grievance Resolution Panel shall not be
302 District employees. The cost, if any, for
303 these representatives will be borne
304 solely by the party appointing the
305 representative.
- 306 7.7.2.1.2 Within thirty (30) days after written
307 notice of submission to Level 4

308 (Arbitration) the Grievance Resolution
309 Panel will convene to hear from the
310 District and the Union regarding their
311 respective positions regarding the
312 grievance appeal. The Panel shall
313 conduct any investigation into the merits
314 of the matter that it deems appropriate.

315 7.7.2.1.3 The Grievance Resolution Panel may,
316 by majority vote, recommend a
317 resolution of the grievance. If the Panel
318 is unable to reach a recommended
319 resolution, the appeal shall be
320 scheduled for arbitration as set forth in
321 the written agreement regarding
322 Optional Resolution Procedures
323 described in Section 7.6.2 above.

324 7.7.2.2 **Option 2 - Informal Arbitration**

325 The parties may mutually agree to proceed with an
326 informal arbitration. In an informal arbitration, the
327 arbitrator selected by the parties will be requested to
328 hear the matter without a reporter and issue a bench
329 decision without the submission of briefs or lengthy
330 deliberations. If the parties mutually agree to use
331 informal arbitration, they shall mutually agree upon an
332 arbitrator, within ten (10) working days after written
333 notice of submission to Level 4 (Arbitration).

334 7.8.3 **Formal Arbitration**

335 7.8.3.1 **Selection of the Arbitrator:**

336 7.8.3.1.1 Within ten (10) working days after
337 written notice of submission to Level 4
338 (Arbitration), or within the alternate
339 timelines specified by the parties
340 pursuant to Section 7.6.2, the Union and
341 the Superintendent will agree on a
342 mutually acceptable arbitrator
343 competent in the area of the grievance
344 and will obtain a commitment from said
345 arbitrator serve.

346 7.8.3.1.2 If the parties do not reach agreement
347 regarding the selection of an arbitrator,
348 the parties will request that the
349 California State Conciliation Service or

350 the American Arbitration Association
351 supply a list of arbitrators. Thereafter,
352 the parties shall select the arbitrator
353 from the list by each party alternately
354 striking a name, until one name
355 remains. The party striking first shall be
356 determined by a flip of a coin.

357 7.8.3.1.3 The District and the grievant will share
358 equally the payment of the services and
359 expenses of the arbitrator.

360 7.8.3.1.4 At the request of either party, a certified
361 shorthand reporter shall be employed to
362 personally record verbatim the entire
363 hearing. The parties shall share equally
364 the cost of the reporter. If either party
365 desires a transcript, that party shall pay
366 the cost of the transcript.

367 7.8.3.2 **Functions Of The Arbitrator Are:**

368 7.8.3.2.1 To hold a hearing concerning the
369 grievance.

370 7.8.3.3.1 To render a written decision to the
371 Union and the District.

372 7.8.3.3 **Powers and Limitations of the Arbitrator**

373 7.8.3.3.1 The arbitrator shall consider only those
374 issues which have been properly carried
375 through all prior steps of the Grievance
376 Procedure.

377 7.8.3.3.2 The arbitrator shall afford the District
378 and the Union , a reasonable
379 opportunity to present evidence,
380 witnesses, and arguments.

381 7.8.3.3.3 The jurisdiction of the arbitrator shall be
382 confined to a determination of the facts
383 and interpretation of the provisions of
384 this Agreement.

385 7.8.3.3.4 The arbitrator shall have no authority to
386 interpret any state or federal law when
387 the compliance or non-compliance
388 therewith might be involved in the

389 consideration of the grievance or to
390 award punitive damages.

391 7.8.3.3.5 The arbitrator's decision shall be final
392 and binding, except that awards equal to
393 or greater than \$200,000 shall be
394 advisory decisions to the Board of
395 Trustees.

396 7.8.3.4 **Advisory Decision**

397 7.8.3.4.1 The Board of Trustees shall consider
398 the advisory decision of the arbitrator at
399 its next scheduled meeting. The Board
400 of Trustees, at its option, shall accept,
401 modify or reject the arbitrator's decision.
402 In the event the Board of Trustees takes
403 no action within ten (10) days of the
404 meeting, the decision of the arbitrator
405 shall be the decision of the Board of
406 Trustees. If the Board of Trustees
407 elects to modify or reject the decision of
408 the arbitrator, the grievant may request
409 a hearing for the next regular meeting of
410 the Board of Trustees.

411 7.8.3.4.2 The decision of the Board of Trustees shall
412 be binding to the extent that no rights of
413 the aggrieved to further legal action are
414 abrogated.

415 **ARTICLE 8: COMPENSATION AND BENEFITS**

416 8.1 **Salary**

417 Effective July 1, 2006, the salary schedule will be improved by 4% for
418 bargaining unit members in active paid status on the date the Governing
419 Board ratifies this Agreement. This revised 2006-2007 salary schedule
420 shall be attached to this Agreement as Appendix A. On a one-time
421 nonprecedent setting basis, for the 2006-2007 fiscal year, in addition to
422 the salary schedule increase, the District will allocate a lump sum total of
423 \$37,994 to the bargaining unit. This one-time lump sum payment shall be
424 divided on the basis of FTE to all unit members in active paid status on the
425 date the Governing Board approves this Agreement.

426 8.2 **Health and Welfare Benefits**

427 The District will make available medical, vision and dental insurance
428 programs and will contribute toward premiums for these insurance
429 programs as described below

430 8.2.1 **Medical Premiums**

431 For the school year 2006-2007, medical benefits will be
432 provided by participation in the CalPERS Health Benefits
433 Program in accordance with the Public Employees' Medical And
434 Hospital Care Act (PEMHCA). Unit members may choose any
435 one of the plans offered by CalPERS, and must comply with all
436 applicable rules and regulations of the CalPERS Health Benefits
437 Program and PEMHCA. The District shall make contributions
438 toward CalPERS medical premiums for unit members as
439 described below:

440 8.2.1.1 **District Basic Contribution For Medical Premiums**

441 PEMHCA (California Government Code Section
442 22892) requires the District to make minimum
443 contributions for both unit members and annuitants.
444 This minimum contribution is referred to in this Article
445 as the "District Basic Contribution." Effective January
446 1, 2006, the District Basic Contribution is \$64.60 per
447 month per eligible full-time unit member (four hours or
448 more) for an approved CalPERS health plan option.
449 Effective January 1, 2007, the District Basic
450 Contribution will increase to \$80.80, and thereafter
451 will increase as required by law. This District Basic
452 Contribution is required only to the extent that it is
453 mandated by law and only as long as the District
454 participates in the PEMHCA plan.

455 8.2.1.2 **District Supplemental Benefits Contribution For**
456 **Medical Premiums**

457 8.2.1.2.1 Beginning July 1, 2007, the District will
458 provide to each eligible full-time unit
459 member (four hours or more) a
460 supplemental monthly contribution
461 toward the costs of the medical plans
462 that when added to the District Basic
463 Contribution in Section 8.2.1.1 will be up
464 to \$1012 per month. This supplemental
465 contribution is referred to in this Article
466 as the "District Supplemental
467 Contribution."

468 8.2.1.2.2 If both spouses are unit members, the
469 total District contribution (District Basic
470 Contribution added to the District
471 Supplemental Contribution), to medical
472 premiums for both unit members, shall
473 not exceed the full Kaiser family rates.

474 8.2.1.3 **2007-2008 Negotiations**

475 In negotiations regarding medical benefits for the
476 2007-2008 year, the District and Union agree to meet
477 and negotiate in good faith and to consider any
478 proposals presented, including but not limited to the
479 Union's proposal (based upon a percentage of the
480 District's increased cost) to establish a cap on unit
481 members' out-of-pocket costs for medical premiums.

482 8.3 **Dental and Vision Premiums**

483 The District will pay the cost of the dental and vision insurance premiums,
484 up to the combined total of the Delta Dental composite rate and the Vision
485 Services composite rate for full-time employees (four hours or more)

486 8.4 **Domestic Partners**

487 The District will provide health benefits for qualified domestic partners of
488 bargaining unit members to the same extent, and subject to the same
489 terms and conditions, as health benefits are available to dependents of
490 unit members under this Agreement. This coverage is conditioned upon
491 the domestic partner meeting all the criteria of California Family Code
492 Section 297, and upon the unit member presenting the District with proof
493 that a valid declaration of domestic partnership has been filed pursuant to
494 the above Family Code section or with any local agency registering
495 domestic partnership.

496 8.5 **Retiree Medical Benefits**

497 8.5.1 The District and the Union will reopen negotiations regarding the
498 retiree medical benefits provided by Section 8.5 in the 2007-
499 2008 fiscal year. In preparation for the 2007-2008 negotiations,
500 the parties will establish a subcommittee to make
501 recommendations about retiree medical benefits for unit
502 members hired on or after July 1, 2007. The subcommittee will
503 consider the needs of unit members, the current and future
504 costs of providing retiree medical benefits, the extent to which
505 comparable school districts provide medical benefits to retirees
506 in comparable classified positions, and any other relevant
507 information. The subcommittee will submit its report and
508 recommendation to the parties on or before September 14,
509 2007.

510 8.5.2 For retired unit members hired on or after July 1, 2007, the
511 District shall provide only the District Basic Contribution toward
512 medical premiums set forth in Section 8.2.1.1. This District
513 Basic Contribution shall be required only to the extent required
514 by law, and only as long as the District participates in the
515 PEMHCA plan.

516 8.5.3 For unit members hired before July 1, 2007, and retiring on or
517 after July 1, 2008, the District shall provide unit members
518 retiring at age 55 or older, fringe benefits premium contributions
519 according to the following schedule:

520 8.5.3.1 The District Basic Contribution required by Section
521 8.2.1.1 and Government Code Section 22892.

522 8.5.3.2 In addition to the District Basic Contribution, for retired
523 unit members with at least 15 and up to 20 years of
524 District service, the District shall provide an amount
525 for unit member coverage only that, when added to
526 the District Basic Contribution required by Section
527 8.2.1.1, will not exceed the Kaiser single party rate in
528 effect on the date the unit member's retirement
529 becomes effective. This rate cap shall be increased
530 by 5% on January 1 of the first year after the effective
531 date of the unit member's retirement, and shall be
532 increased by an additional 5% on January 1, of the
533 second year after the effective date of the unit
534 member's retirement.

535 8.5.3.3 In addition to the District Basic Contribution, for retired
536 unit members with at least 20 and up to 30 years of
537 District service, the District shall provide dental and
538 vision coverage and an amount for unit member only

539 medical coverage that, when added to the District
540 Basic Contribution required by Section 8.2.1.1, will not
541 exceed the Kaiser single party rate in effect on the
542 date the unit member's retirement becomes effective.
543 This rate cap shall be increased by 5% on January 1
544 of the first year after the effective date of the unit
545 member's retirement, and shall be increased by an
546 additional 5% on January 1 of the second year after
547 the effective date of the unit member's
548 retirement.8.5.3.4 In addition to the District Basic
549 Contribution, for retired unit members with 30 years or
550 more of District service, the District shall provide
551 premiums for unit members only dental and vision
552 coverage and an amount for unit member only
553 medical coverage that, when added to the District
554 Basic Contribution required by Section 8.2.1.1, will not
555 exceed a dollar amount equal to the Kaiser two-party
556 rate, in effect on the date the unit member's
557 retirement becomes effective.

558 8.5.4 For unit members hired before July 1, 2007, and retiring before
559 July 1, 2008, the District shall provide unit members retiring at
560 the age of 55 or older, fringe benefits premium contributions
561 according to the following schedule:

562 8.5.4.1 The District Basic Contribution required by Section
563 8.2.1.1 and Government Code Section 22892.

564 8.5.4.2 In addition to the District Basic Contribution, for retired
565 unit members with at least 15 and up to 20 years of
566 District service, the District shall provide an amount
567 for unit member coverage only that, when added to
568 the District Basic Contribution required by Section
569 8.2.1.1, will not exceed the Kaiser single party rate.

570 8.5.4.3 In addition to the District Basic Contribution, for retired
571 unit members with at least 20 and up to 30 years of
572 District service, the District shall provide premiums for
573 dental and vision coverage and an amount for unit
574 member only medical coverage that, when added to
575 the District Basic Contribution required by Section
576 8.2.1.1, will not exceed the Kaiser single party rate.

577 8.5.4.4 In addition to the District Basic Contribution for retired
578 unit members with 30 or more years of District
579 service, the District shall provide premiums for dental
580 and vision coverage and an amount for the retiree
581 and spouse or domestic partner coverage that, when

- 582 added to the District Basic Contribution required by
583 Section 8.2.1.1, will not exceed the Kaiser two-party
584 rate.
- 585 8.5.5 The years of service described in Sections 8.5.3 and 8.5.4 must
586 be as a unit member in the Berryessa Union School District.
- 587 8.5.6 The payment of any premiums required under the provisions of
588 Section 8.5 will continue until the unit member-retiree is eligible
589 for Medicare or reaches the age of 65, whichever event occurs
590 first. When the unit member retiree is eligible for Medicare or
591 reaches the age of 65 (whichever occurs first), the unit member-
592 retiree shall be eligible only for the District Basic Contribution as
593 required by Section 8.2.1.1 and Government Code Section
594 22892, and only to the extent that such contribution is required
595 by law.
- 596 8.5.7 To be eligible for retiree medical benefits under this Section 8.5,
597 the unit member must have been on paid status in the District or
598 on approved leave at the time of retirement and comply with all
599 applicable rules and requirements for eligibility and participation
600 in retiree medical benefits through CalPERS, including, but not
601 limited to the requirement that the unit member retire under
602 CalPERS, and that the unit member must have been enrolled in
603 a CalPERS health plan as an active employee at the time of
604 retirement.
- 605 8.5.8 In lieu of any fringe benefits for those qualifying, a unit member
606 with 20 or more years of Berryessa Union School District
607 service may elect to receive a one-time payment calculated on
608 \$500 per each year of District service, up to a maximum of
609 \$15,000.
- 610 8.6 **Longevity**
- 611 8.6.1 Employees hired prior to the start of the 1976-77 fiscal year
612 shall be given longevity service credit toward longevity bonus for
613 less than four (4) hours a day service achieved prior to the
614 1976-77 fiscal year.
- 615 8.6.2 For periods worked subsequent to the start of the 1976-77 fiscal
616 year, employees shall be given longevity service credit only for
617 service of four (4) hours per day or more and at least 75% of the
618 total work year.
- 619 8.6.3 Eligible unit members (4 hours or more) will receive longevity
620 steps on July 1 as follows:
- 621 Beginning of the 7th consecutive year 4% increase in base salary

622	Beginning of the 12 th consecutive year	7% increase in base salary
623	Beginning of the 17 th consecutive year	10% increase in base salary
624	Beginning of the 21 st consecutive year	13% increase in base salary

625 8.6.4 Employees with breaks in service shall be eligible to have all
626 years counted for longevity, effective November 1, 2001.

627 8.7 **Step Increases**

628 All eligible unit members will receive a step increase commencing in the
629 month following the anniversary date of hire.

630 8.8 **Professional Growth**

631 8.8.1 **Establishment of Professional Growth Committee**

632 The President of the majority classified organization shall
633 appoint a Professional Growth Chairperson for a one-(1) year
634 term. Three (3) committee members shall be chosen by the
635 affected units (CSEA, Teamsters, and Classified Confidential
636 Management Team). It shall be up to the units to decide on
637 their selection process, with one (1) administrative staff
638 member, the Superintendent or designee, for a total of five (5)
639 members.

640 8.8.2 **Duties of the Committee**

641 Committee members will approve/disapprove requests for
642 Professional Growth, for their respective bargaining units. The
643 Committee will review all Professional Growth applications
644 monthly. The committee will assist the District in preparing
645 goals for the Professional Growth Program, investigate
646 inside/outside resources for the Professional Growth Program
647 and increase awareness of the program among employees.

648 8.8.3 **Professional Growth Requirements**

649 Professional Growth increments will be awarded per Union
650 Contracts or in accordance with District policy for
651 Confidential/Management Employees. Professional Growth
652 increments may be earned by completing nine (9) units of work
653 in junior college, university or state colleges and Adult
654 Education (including seminars, trade classes and workshops),
655 Professional Growth Increments will be paid at \$250 per
656 increment paid in a lump sum on November 30. All unit
657 members shall be eligible to participate in the Professional
658 Growth program.

659 8.8.4 **Unit Evaluation Requirements**

660 8.8.4.1 All units approved and earned, must be job related
661 and/or a course that provides a direct benefit to the
662 District. Credit may be granted only for courses
663 completed beginning after employment with the
664 Berryessa Union School District. Courses submitted
665 for credit must be approved by the appropriate
666 Professional Growth Committee Member or by the
667 Professional Growth Chairperson should the member
668 not be available. Courses submitted for credit must
669 be approved prior to beginning classes.

670 8.8.4.2 One (1) unit (or one semester) normally represents
671 one (1) hour per week during one (1) semester in
672 lecture or recitation work with necessary preparation
673 time, or three (3) hours per week in laboratory or
674 other work not requiring homework or other
675 preparation.

676 8.8.4.3 Credit for classes in adult education or other
677 approved education experience (including seminars,
678 trade classes, and workshops) will be granted as
679 follows:

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

680 8.8.4.4 Credit for adult education courses, seminars, trade
681 classes, and/or workshops that are less than five
682 hours in length may be combined in order to earn
683 professional growth units and increments.

684 8.8.4.5 In order to receive credit for the course, all employees
685 taking courses in adult education must obtain a
686 satisfactory grade and follow the attendance schedule
687 (see absences permitted). Courses may only be
688 repeated if the employee fails the course. Credit for
689 District units may be carried into the succeeding
690 school year.

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8.8.5 **Procedures**

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8.8.5.1 Get Professional Growth form from the office of Personnel Services Department. Fill out completely. Obtain supervisor’s approval signature.

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

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

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8.8.6 **Denial of Request for Professional Growth**

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

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

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

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8.9 **Public Employee’s Retirement System (PERS) Payments**

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The District shall pay 7% of the qualified unit member’s PERS payment. This payment shall be the property of the unit member as if he/she had the payment deducted from wages.

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8.10 **Private Disability**

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

732 **ARTICLE 9: PROBATION AND EVALUATION**

733 9.1 **Newly Hired Unit Member And Lateral Transfers**

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

738 9.2 Newly hired probationary unit members shall be evaluated by their
739 immediate supervisor during the second and sixth months of employment.

740 9.3 Permanent unit members shall be evaluated every other year by June 1,
741 and may be evaluated yearly at the evaluator's discretion. Permanent unit
742 members laterally transferred must be evaluated by their new supervisor
743 during the first year of reassignment by June 1. Copies of the written
744 evaluation reports will be made available to the individuals who are the
745 subjects of the reports.

746 9.4 In the event that an unsatisfactory evaluation is made, the supervisor shall
747 make recommendations for methods of improvement and assist the unit
748 member in achieving that improvement. The unit member shall cooperate
749 in this program. The evaluation form shall include a statement that the
750 unit member has the right to submit a letter of rebuttal to any evaluation
751 with which he/she does not agree.

752 9.5 **Promoted Unit Members**

753 9.5.1 All unit members who are promoted into a higher classification
754 will have a probationary period in the new classification of six (6)
755 months in paid status. (See Article 10 for Failure To Complete
756 Promotional Probation.)

757 9.5.2 Within ten (10) days after the effective date of the promotion,
758 the supervisor or designee will meet with the promoted unit
759 member to discuss the new duties and expectations in the new
760 position.

761 9.5.3 Unit members who were promoted into a higher classification
762 shall be evaluated by their immediate supervisors during the
763 third month of employment in the new classification.

764 **ARTICLE 10: TRANSFERS AND ADVANCEMENT**

765 10.1 **Filing Vacancies**

766 In the event a vacancy becomes available in the District, the following will
767 be the order for filing said vacancy.

768 10.1.1 **Bargaining Unit Members Advancement**

769 10.1.1.1 Seniority = hire date into the District

770 10.1.1.2 For advancement, the selection criteria shall be
771 training, skills, and previous experience. If training
772 skills and previous experience are equal, seniority will
773 be the determining factor.

774 10.1.2 **Lateral Transfers**

775 10.1.2.1 Within the same classification

776 10.1.2.2 Seniority = hire date in the classification

777 10.1.2.3 For lateral transfers, the selection criteria shall be
778 seniority, training, skills and previous experience.

779 10.1.3 **Outside Candidates**

780 The vacancy will be posted for a minimum of six (6) working
781 days. All vacancies will be posted at each District job site. Any
782 unit member interested in an advancement or lateral transfer
783 must apply for the vacancy. The Personnel Services
784 Department shall send a job posting to the Chief Steward and
785 the steward for the classification of the posting. The steward
786 will have to the end of the posting period to submit to the
787 Personnel Services Department any additional information for
788 use in the screening of candidates. Supervisors shall receive
789 applications for advancement first. If all candidates for
790 advancement are rejected, the Personnel Services Department
791 will then provide supervisors with the applicants for transfers. If
792 a vacancy still exists after considering advancements or lateral
793 transfers of unit members, a posting for outside candidates will
794 occur.

795 10.2 **Failure To Complete Promotional Probation**

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

800 10.3 **Administrative Transfer**

801 10.3.1 **Definition**

802 An administrative transfer is a District-initiated movement of an
803 employee from one work site to another work site within the
804 same classification or within the same salary range that is non-
805 promotional in nature.

806 10.3.2 **Transfer**

807 An administrative transfer may be initiated by the District at any
808 time such transfer is in the District's best interest based on
809 work-related needs. The unit member affected by such transfer
810 and the Union shall be given notice as soon as possible. The
811 unit member shall be afforded the opportunity to meet with the
812 District regarding the transfer.

813 10.3.3 **Accommodation For Disability**

814 The District may also administratively transfer a unit member or
815 unit members, if the transfer is necessary to accommodate an
816 individual with a qualified disability under the Americans with
817 Disabilities Act or the parallel California statute. This provision
818 is not grievable.

819 10.3.4 **District Reorganization**

820 The District shall consult with the Union in advance of
821 implementing any reorganization that may cause the transfer of
822 unit members.

823 10.4 **Substitute Service While Filling Vacancy**

824 If the District is engaged in the process of hiring a permanent employee to
825 fill a vacancy in any unit position, the District may fill the vacancy through
826 the employment of one or more substitutes for not more than sixty (60)
827 calendar days. If the position remains unfilled after sixty (60) calendar
828 days, the District shall consult with the Union concerning the difficulties in
829 the filling of the position. The Union may grant an extension for an
830 additional thirty (30) work days.

831 10.5 **Part-Time Unit Members Working As Substitutes**

832 10.5.1 Part-time unit members may act as substitutes or may assume
833 short-term positions in those hours that they are not regularly
834 employed. To be considered, the unit member must place
835 his/her name on a District list, the unit member must be

836 qualified, and the extra work may be assigned without
837 administrative difficulties.

838 10.5.2 The unit member's status in these positions remains short term
839 or that of a substitute. The unit member does not accrue
840 seniority or gain hours for benefit eligibility. The pay rate will be
841 in accordance with the rate applicable to the classification in
842 which the unit member is serving as a substitute.

843 10.6 **Promotional Pay**

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

847 **ARTICLE 11: LEAVE PROVISIONS**

848 11.1 **Release Time**

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

854 11.2 **Sick Leave**

855 11.2.1 An employee who is absent for any reason must report by
856 telephone to the employee's department head on the first day of
857 such absence, unless prior approval has been obtained. Failure
858 to report an absence is considered a serious offense and
859 continual failure to submit such a report will be considered
860 grounds for dismissal.

861 11.2.2 Whenever illness/disability causes absence of five or more
862 consecutive days, the employee shall provide to the Assistant
863 Superintendent of Personnel Services Department a written
864 statement from a physician certifying the nature of the disability.
865 The physician's statement shall be specific as to health
866 condition and as to the disabling effects of the health condition.
867 At reasonable intervals thereafter, the District may require from
868 the employee additional written statements by a physician
869 certifying to the continuing nature for the disability.

870 11.2.3 In the event of a scheduled disability (surgery, childbirth, etc.)
871 the employee shall notify the Executive Director,
872 Personnel/Educational Services in writing of the anticipated
873 absence. Such notification shall include the anticipated
874 beginning and ending dates of the leave.

875 11.2.4 Whenever possible, such notification shall be provided at least
876 twenty (20) working days prior to the scheduled disability.

877 11.2.5 Definition: Sick Leave is defined as the authorized absence
878 from duty of an employee because of:

879 11.2.5.1 The employee's own illness or injury not covered by
880 Worker's Compensation

881 11.2.5.2 The employee's dental, eye and other physical or
882 medical examination or treatment by a licensed
883 practitioner.

884 11.3 **Paid Sick Leave**

- 885 11.3.1 Regular classified bargaining unit employees shall earn paid
886 sick leave in accordance with the provisions of the Education
887 Code. Unused sick leave may be accumulated without limit.
- 888 11.3.2 At the beginning of each fiscal year, the number of sick leave
889 days of the employee shall be increased by the number of days
890 of paid sick leave which the employee would normally earn in
891 the ensuing fiscal year. An employee's number of sick leave
892 days shall be adjusted if a change of assignment alters the
893 amount of sick leave earnable.
- 894 11.3.3 Sick leave may be taken at any time, provided that new
895 employees shall not be eligible to use more than six (6) days of
896 paid sick leave until the first day of the calendar month after
897 completion of six (6) months active service with the District.
- 898 11.3.4 Pay for any day of sick leave shall be based upon the same
899 hours, exclusive of premium hours the employee was scheduled
900 to work and would have worked that day but shall not be paid
901 for less than the employee's assigned hours. When an
902 employee's sick pay exceeds his/her normally or averaged
903 hours, the difference shall be deducted from the employee's
904 sick leave account in increments equal to that overage.
- 905 11.3.5 Sick leave absence shall be deducted in one-hour increments of
906 earned sick leave. Such leaves of one (1) hour or less shall be
907 equal to one hour. In order to receive compensation while
908 absent on sick leave, the employee must notify the supervisor of
909 the employee's absence at least one (1) hour before the
910 beginning of the working day on the first day absent, unless
911 conditions make notification impossible. The burden of proof of
912 impossible conditions shall be upon the employee.
- 913 11.3.6 At least one (1) day prior to the employee's expected return to
914 work, the employee shall notify the supervisor in order that any
915 substitute may be terminated. If the employee fails to notify the
916 supervisor and both the employee and the substitute report, the
917 substitute is entitled to the assignment, and the employee shall
918 not receive pay for that day.
- 919 11.3.7 Employees have the option to verify prior sick leave credit and
920 request adjustments. The Payroll Department shall maintain
921 records of sick leave utilization and balance.
- 922 11.4 **Additional Sick Leave**
- 923 11.4.1 After expiration of paid sick leave, an employee who is ill or
924 injured may, upon request, use accumulated vacation to avoid
925 leave without pay.

926 11.4.2 After all paid leave and vacation time are exhausted, a unit
927 member shall receive the difference between the employee's
928 salary and that actually paid a substitute for a period of time, not
929 to exceed five (5) calendar months from the first day of the
930 extended illness or injury.

931 11.4.3 The District shall not deduct substitute pay unless a substitute is
932 actually performing the absent employee's duties or those of
933 another employee in order that the other employee may perform
934 the duties of the absent employee.

935 11.5 **Termination of Sick Leave**

936 11.5.1 An employee who has been placed on paid or unpaid sick leave
937 may return to duty at any time during the leave, provided that
938 the employee is able to resume the assigned duties, and if the
939 leave has been for more than 20 working days, provided that
940 the employee has notified the District of the employee's return
941 at least one (1) working day in advance.

942 11.5.2 If, at the conclusion of all sick leave and additional leave, paid or
943 unpaid, granted under this contract, the employee is still unable
944 to return to active employment, the employee will be placed on
945 a re-employment list for a period of 39 months in the same
946 manner as if the employee were laid off for lack of work or lack
947 of funds.

948 11.6 **Industrial Accident and Illness Leave**

949 11.6.1 Permanent Classified Bargaining Unit employees shall be
950 granted industrial accident leave or illness leave in accordance
951 with the following regulations:

952 11.6.1.1 An employee suffering an injury or illness arising out
953 of and in the course and scope of his/her employment
954 shall be entitled to a leave of sixty (60) working days
955 in any one fiscal year for the same accident. This
956 leave shall not be accumulated from year to year, and
957 when any leave will overlap a fiscal year, the
958 employee shall be entitled to only that amount
959 remaining at the end of the fiscal year in which the
960 injury or illness occurred. Industrial accident or illness
961 leave will commence on the first day of absence. If
962 within the sixty (60) working day period, an employee
963 who is on leave is released by a medical practitioner
964 to return to work without restrictions, the employee
965 shall assume his/her normal duties on the second
966 working day following his/her release.

967 11.6.1.2 Payment for wages lost on any day shall not, when
968 added to an award granted the employee under the
969 Worker's Compensation laws of this state, exceed the
970 normal wage for the day. The industrial accident or
971 illness leave is to be used in lieu of normal sick leave
972 benefits. When entitlement to industrial accident or
973 illness leave under this section has been exhausted,
974 entitlement to other sick leave, vacation or other paid
975 leave may be used. If, however, an employee is still
976 receiving temporary disability payments under the
977 Worker's Compensation laws for this state at the time
978 of the exhaustion of benefits under this section,
979 he/she shall be entitled to use only so much of his/her
980 accumulated and available normal sick leave and
981 vacation leave, which when added to the Worker's
982 Compensation award, provides for a days pay at the
983 regular rate of pay.

984 11.6.1.3 During all paid leaves of absence, whether industrial
985 accident leave as provided in this section, sick leave,
986 vacation, compensated time off or other available
987 leave provided by law or the action of a governing
988 board, the employee shall endorse to the District
989 wage loss benefit check received under the Worker's
990 Compensation laws of this state. The District, in turn
991 shall issue the employee appropriate warrants for
992 payment of wages or salary and shall deduct normal
993 retirement and other authorized contributions when all
994 available leaves of absences, paid or unpaid, have
995 been exhausted and if the employee is not medically
996 able to assume the duties of the position, or the
997 employee is not in another position, they shall be
998 placed on a re-employment list for a period of 39
999 months. When available, during the 39-month period,
1000 he/she shall be employed, provided the employee is
1001 medically able, in a vacant position in the
1002 classification previously held over all other available
1003 candidates except for re-employment lists established
1004 because of lack of work or lack of funds, in which
1005 case he/she shall be listed in accordance with
1006 appropriate seniority regulations. Any employee
1007 receiving benefits as a result of this section shall,
1008 during periods of injury or illness, remain within the
1009 State of California unless the Board of Trustees
1010 authorizes travel outside the state.

1011 11.6.1.4 An employee who has been placed on a re-
1012 employment list, as provided herein, who has been

1013 medically released for return to duty and who fails to
1014 accept an appropriate assignment, shall be dropped
1015 from the re-employment list.

1016 11.6.1.5 Employees who are entitled to a leave of absence
1017 under the Family Medical Leave Act and the Family
1018 Rights Act may take such leave as long as the
1019 employee meets the provision of the Act as permitted
1020 by law and District policy.

1021 11.7 **Bereavement Leave**

1022 Each unit member is entitled to a leave of absence, not to exceed five (5)
1023 days on account of the death of any member of the employee's immediate
1024 family. The immediate family is defined as husband, wife, mother, father,
1025 sister, brother, son, daughter, mother-in-law, father-in-law, grandfather,
1026 grandmother, son-in-law, daughter-in-law, grandchild of the employee,
1027 step-parent, step-son, step-daughter, brother-in-law, sister-in-law, or any
1028 relative of either spouse living in the immediate house of the employee.

1029 11.8 **Child-Rearing Leave**

1030 The Board may grant child-rearing leave to classified personnel. The
1031 granting of such leave is subject to the following conditions:

1032 11.8.1 An employee who is the natural or adoptive parent of a child
1033 may be entitled to an unpaid leave of absence for the purpose
1034 of rearing his/her child.

1035 11.8.2 Application for a child-rearing leave must be made to the Board
1036 of Trustees through the Personnel Services Department.

1037 11.8.3 A leave may be granted when unusual circumstances exist.
1038 Such leave may be granted for maximum duration of one year
1039 upon giving the District two (2) weeks notice prior to the
1040 anticipated date on which the leave is to commence.

1041 11.8.4 The Personnel Services Department shall attempt to assign unit
1042 members returning from a child-rearing leave to a position
1043 similar to the one held prior to leave.

1044 11.8.5 The employee shall receive no salary or fringe benefits while on
1045 leave other than those benefits he/she chooses to continue at
1046 personal expense.

1047 11.9 **Sick Leave for Personal Necessity**

- 1048 Up to seven (7) days of the leave granted annually to unit members for
1049 personal illness may be used by the employee for reasons of personal
1050 necessity.
- 1051 11.9.1 Business of an emergency or urgent nature, accidents, family
1052 illness, court appearances, death, imminent danger to home or
1053 personal property, and other unforeseen occurrences that
1054 require the unit member's presence are representative of those
1055 situations that constitute personal necessity. Personal
1056 necessity leave may not be used for purposes other than those
1057 described in this Section.
- 1058 11.9.2 Each unit member may utilize the provisions of this Section to
1059 take care of personal business which, under the circumstances,
1060 the unit member cannot reasonably be expected to disregard
1061 and which requires his/her attention during his/her assigned
1062 hours of service.
- 1063 11.9.3 Prior approval for utilization of personal necessity days is
1064 required, except when prior approval is not reasonably possible
1065 due to the circumstances of the need for the leave. If the unit
1066 member's immediate supervisor denies the request for Personal
1067 Necessity Leave, the unit member may appeal the decision to
1068 the Assistant Superintendent of Personnel Services
1069 Department. The unit member shall inform his/her supervisor
1070 of the general nature of the personal necessity, but shall not be
1071 required to provide personal and private details beyond the
1072 information required to demonstrate that the leave qualified for
1073 personal necessity. (Education Code Section 45207)
- 1074 11.9.4 Seven (7) days represents the maximum allowable number of
1075 days available in any school year for personal necessity leave.
1076 Personal necessity days may not be carried over from one year
1077 to the next.
- 1078 11.9.5 Absences from duty related to employee organizational
1079 concerns or work stoppage shall not be charged to personal
1080 necessity. It shall continue to be the unit member's
1081 responsibility to notify the department head or supervisor of their
1082 absence.
- 1083 11.10 **Official Business**
- 1084 Personnel may be excused from duty without loss of pay for participation
1085 in Board-approved professional meetings of value to the District. These
1086 absences from duty shall be classified as official business.
- 1087 11.10.2 Legally authorized expenses, including mileage to people so
1088 authorized, will be allowed.

1089 11.11 **Legal Commitments and Transactions**

1090 Leaves of absence to serve on a jury or to appear as a witness in court
1091 other than as a litigant shall be granted with no loss in pay provided the
1092 employee endorses the fee received, exclusive of mileage allowance, to
1093 the District. At the employee's option such leave of absence will be
1094 granted without pay.

1095 11.12 **Military Leave**

1096 11.12.1 Every unit member who enters the military of the United States
1097 or the State of California is entitled to a military leave. Such
1098 absence does not affect classification and does not constitute a
1099 break in service. However, this absence does not count as part
1100 of the probationary period required as a condition precedent to
1101 classification as a permanent employee.

1102 11.12.2 Within six (6) months after an employee honorably leaves the
1103 service, the employee is entitled to the position formerly held at
1104 a salary the employee would have received had the employee
1105 not been on military leave. Unit members ordered into military
1106 service are entitled to one (1) month's pay from the school
1107 district if one year of service has been rendered in the District.
1108 Members of the National Guard are entitled to leave without
1109 regard to the length of their public service, but this does not
1110 include one (1) month's pay

1111 11.13 **Leave of Absence Without Pay**

1112 11.13.1 Leaves of absence without pay may be granted to a permanent
1113 classified bargaining unit employee upon written request by the
1114 employee to the Executive Director, Personnel/Educational
1115 Services and the approval of the Board of Trustees, subject to
1116 the following restrictions:

1117 11.13.1.1 Leave of absence without pay may be granted to a
1118 permanent classified bargaining unit employee who
1119 has exhausted all entitlement to sick leave, vacation,
1120 and other available paid leave and who is absent
1121 because of illness/disability.

1122 11.13.1.2 Such leave may be granted for a period of time not to
1123 exceed six (6) months. The Board may renew the
1124 leave of absence without pay for two (2) additional six
1125 (6) month periods, or such lesser leave periods that it
1126 may provide, but not to exceed a total of eighteen (18)
1127 months.

- 1128 11.13.2 Leave of absence without pay may be granted to a permanent
1129 classified bargaining unit employee for the purpose of permitting
1130 study by the employee or for the purpose of retraining the
1131 employee to meet changing conditions within the District. Such
1132 leave shall not exceed one (1) year in length. The Board may
1133 provide that such leave be taken in separate six (6) month
1134 periods or in any other appropriate periods, rather than for a
1135 continuous one (1) year period, provided that the separate
1136 periods of leave of absence shall be commenced and
1137 completed within a three (3) year period.
- 1138 11.13.3 An employee returning from a leave of absence without pay
1139 shall be assigned to a position within the classification as held
1140 prior to the leave.
- 1141 11.13.4 If time is requested away from a position for a period of less
1142 than two (2) weeks, the employee need not apply for a leave of
1143 absence. He/she should make arrangements with his/her
1144 department supervisor and obtain prior approval.
- 1145 11.13.5 The unit member on leave of absence is not eligible to receive
1146 the District's contribution to the Health and Welfare Benefits
1147 program. However, the employee may continue to participate in
1148 the program by paying total premiums required.

1149 **ARTICLE 12: AMERICANS WITH DISABILITIES ACT**
1150 **(ADA)**

- 1151 12.1 The District and the Union acknowledge that the Americans with
1152 Disabilities Act (ADA) and other state and federal statutes require
1153 accommodation for unit members protected under that statute, that
1154 accommodations must be determined on an individual case by case basis,
1155 and that the District has a legal obligation to meet with individual case by
1156 case basis, and that the District has a legal obligation to meet with the unit
1157 member to discuss accommodations. Prior to implementing any
1158 accommodation which violates this Agreement or modifies a District
1159 practice, the District shall give the Union notice and opportunity to
1160 negotiate about matters within the scope of representation.
- 1161 12.2 Any accommodation provided to a bargaining unit member as required by
1162 the ADA or other state and federal disability statutes shall not establish a
1163 past practice nor shall it be used as evidence of a past practice in
1164 grievance/arbitration procedure.
- 1165 12.3 The District's procedures for processing all ADA accommodation requests
1166 will be consistent with the regulations set forth in the Americans with
1167 Disabilities Act.

1168 **ARTICLE 13: PAYROLL ERRORS**

1169 13.1 A payroll error caused by the District resulting in insufficient payment to an
1170 employee shall be corrected and a supplemental check issued not later
1171 than five (5) working days after the employee provides notice to the
1172 Payroll Department. A payroll error caused by the employee resulting in
1173 insufficient payment to the employee shall be corrected in the next pay
1174 period. Any payroll errors resulting in an overpayment to the employee
1175 shall be corrected in the next pay period.

1176 13.2 If, after timely turning in his/her time card to his/her supervisor, an
1177 employee receives insufficient payment due to the supervisor's untimely
1178 filing of the approved time card, the payroll error shall be corrected no
1179 later than five (5) working days after the time card has been provided to
1180 the Payroll Department.

1181 **ARTICLE 14: UNIFORMS AND EQUIPMENT**

1182 14.1 The District shall pay the full cost of the purchase, lease, or rental of
1183 uniforms, equipment, identification badges, emblems, and cards if
1184 required by the District to be worn or used by bargaining unit employees.
1185 If the District requires an employee to use any specific equipment or gear
1186 in the performance of the employee's duties, the District agrees to furnish
1187 such equipment or gear.

1188 14.2 Notwithstanding the above, if an employee voluntarily provides tools or
1189 equipment belonging to the employee for use in the course of
1190 employment, the District is not liable for any loss or damage or the
1191 replacement cost of the tools or equipment.

1192 14.3 Should it be determined by the District that the employment duties of an
1193 employee in the bargaining unit reasonably require the use of any
1194 equipment or gear to ensure the safety of the employee or others, the
1195 District agrees to furnish such equipment or gear.

1196 14.4 The District shall provide each school site with one set of rain gear for the
1197 use of the school custodian. The lead custodian shall be responsible for
1198 the safe keeping of the rain gear. As the rain gear needs replacing, the
1199 lead custodian shall turn in such gear and receive new gear.

1200 **ARTICLE 15: PHYSICAL EXAMS**

1201 The District shall retain the right to require a physical examination of an
1202 employee as a condition of continued employment. The District shall pay all
1203 costs of such examination, including the employee's regular salary in the event
1204 the examination is scheduled by the District during the employee's scheduled
1205 work hours. In addition, full-time employees may have required tuberculosis
1206 examinations performed during regular work hours subject to prior approval of
1207 the employee's immediate supervisor. Unit members with occupational exposure
1208 to blood borne pathogens (as determine by Board Policy and/or Administrative
1209 Regulations) will be entitled to receive Hepatitis B vaccinations at no cost to
1210 themselves.

1211 **ARTICLE 16: VACATION**

1212 16.1 **Vacation Accrual**

1213 16.1.1 Every regular unit member shall earn vacation at the prescribed
1214 rate as part of the employee's compensation.

1215 16.1.2 All unit members shall earn vacation as follows:

	<u>10-Month Employee</u>	<u>12-Month Employee</u>
1216 First through fourth year:	10 days	12 days
1217 Fifth through ninth year:	12 days	15 days
1218 Ten plus years:	15 days	20 days

1220 16.2 **Posting of Vacation Leave**

1221 Employees earn vacation on a fiscal year basis. At the beginning of each
1222 fiscal year, the employee's pay warrant shall reflect the carryover of paid
1223 vacation hours plus the vacation hours normally earned in the ensuing
1224 fiscal year. Employees hired during the fiscal year shall earn vacation on
1225 a prorated basis for that initial fiscal year.

1226 16.3 **Vacation Leave During Probationary Period**

1227 No vacation shall be granted an employee during the first six (6) months of
1228 employment, but on successful completion thereof, prorated vacation time
1229 shall be allowed for time of service accrued.

1230 16.4 **Vacation**

1231 16.4.1 Earned vacation accumulated on a fiscal year basis must be
1232 taken during the following fiscal year. Employees may be
1233 permitted to take earned vacation leave within the same fiscal
1234 year in which it is earned with the approval of the department
1235 head, principal, or administrator.

1236 16.4.2 A department head, principal, or administrator may not defer an
1237 employee's vacation without obtaining the approval of the
1238 Superintendent or his/her designee in writing.

1239 16.5 **Vacation Interruption**

1240 Employees may interrupt, terminate, or defer vacation in order to use
1241 bereavement leave or to use sick leave in the event of an illness which
1242 exceeds five (5) work days without a return to active service, provided the
1243 employee first notifies their supervisor and supplies the Personnel
1244 Services Department with sufficient relative supporting information
1245 regarding the basis for such interruption, termination, or deferment. Any

1246 vacation so deferred shall only be rescheduled with the approval of the
1247 employee's immediate supervisor.

1248 16.6 **Vacation Scheduling**

1249 Vacation leave shall be scheduled and approved by the department head,
1250 principal, or administrator. Effort shall be made to enable vacation time to
1251 be taken at times mutually convenient to the employee, consistent with the
1252 needs of the service and the work load of the department.

1253 16.7 **Ten-Month Employees**

1254 Vacation for 10-month unit members may be taken during their work year
1255 when students are not scheduled for attendance. At the end of the work
1256 year for 10-month employees, any vacation days remaining that could not
1257 be scheduled during the work year will be paid on the June payroll
1258 warrant. The amount paid will be the balance of any day(s) in excess of
1259 one fiscal year carryover.

1260 16.8 **Twelve-Month Employees**

1261 Unit members shall present the proposed work and vacation calendars for
1262 the next fiscal year to their supervisor no later than May 15. The District,
1263 through the Assistant Superintendent of Personnel Services Department,
1264 shall have the right of final decision on vacation schedule. The vacation
1265 schedule shall give priority consideration to student days, the summer
1266 cleaning needs of the school and the return to work date for the teachers.

1267 16.9 **Holidays**

1268 A holiday which falls during the scheduled vacation period of any
1269 bargaining unit employee shall be paid as a holiday and shall not be
1270 charged to the employee's vacation account.

1271 16.10 **Vacation Salary**

1272 The salary at which vacation is paid shall be the employee's current salary
1273 rate. An employee whose vacation time is earned and begun under a
1274 given status shall suffer no loss of earned vacation by reason of
1275 subsequent changes in conditions of employment.

1276 16.11 **Vacation Pay Upon Termination**

1277 When an employee in the bargaining unit is terminated for any reason,
1278 he/she shall be entitled to all vacation pay earned and accumulated up to
1279 and including the effective date of termination.

1280 **ARTICLE 17: HOURS**

1281 17.1 The normal work day shall be eight (8) hours; the normal work week shall
1282 consist of not more than five (5) consecutive days, Monday through
1283 Friday, for current employees. The District may change any employee's
1284 work week to include Saturday and/or Sunday when it is necessary to
1285 perform work which cannot reasonably be performed during regular work
1286 week. Employees affected by such change in work week shall receive at
1287 least two (2) weeks advance notice of any proposed change in work week
1288 unless an emergency situation exists. In the event the change in work
1289 week results in an employee being scheduled to work Saturday and/or
1290 Sunday for a period of two (2) months or longer, such employee shall
1291 receive one (1) additional day of vacation in lieu of premium pay on an
1292 annual basis for as long s the employee is assigned to the altered work
1293 week schedule.

1294 17.2 If the District makes scheduled changes for unit members in order to meet
1295 the optional needs in the District, the District shall provide the Chief
1296 Steward and the affected unit member written notice of the schedule
1297 change at least 72-hours before the effective date of the schedule change.

1298 17.3 During normal calendar schedule changes (e.g., changes between regular
1299 and summer sessions), the District is not required to provide written notice
1300 to employees of changes in scheduled hours.

1301 17.4 Nothing herein shall prohibit the District from establishing a work week of
1302 other than Monday through Friday for vacant or newly created positions.
1303 In such cases, the provisions contained herein above do not apply with
1304 regard to notice or the extra day of vacation.

1305 17.5 **Overtime**

1306 17.5.1 Overtime shall be paid only if it is approved by the supervisor.
1307 Authorized overtime shall be compensated at the rate of one
1308 and one-half times the regular rate for all hours worked in
1309 excess of eight (8) hours per day or forty (40) hours per week.
1310 Employees whose work day is four (4) hours or more shall be
1311 compensated at the overtime rate for work performed on the
1312 sixth and seventh consecutive day of work. An employee
1313 having an average work day of less than four (4) hours during a
1314 work week shall be compensated at the overtime rate for any
1315 work performed on the seventh consecutive day.

1316 17.5.2 Overtime shall be distributed equally as practical among
1317 employees within each department. However, nothing herein
1318 shall be construed as limiting a supervisor from assigning
1319 overtime to employees whose specific skills or residency meet
1320 the needs of the District in any particular circumstance.

1321 17.6 **Hours Worked**

1322 For the purpose of computing the number of hours worked, all time
1323 worked during which an employee is in an authorized paid status shall be
1324 computed to the nearest one-quarter (1/4) hour.

1325 17.7 **Part-Time Employees**

1326 17.7.1 An employee who works a minimum of thirty (30) minutes per
1327 day in excess of his part-time assignment for a period of twenty
1328 (20) consecutive working days or more shall have the
1329 employee's basic assignment changed to reflect the longer
1330 hours in order to acquire future benefits on a properly prorated
1331 basis.

1332 17.7.2 Exclusive of overtime, when a part-time employee's average
1333 paid time exceeds the employee's average assigned time by
1334 fifty (50) minutes or more per working days in any quarter, the
1335 hours paid per day for compensable leaves of absence and
1336 holidays in the succeeding quarter shall be equivalent to the
1337 average hours paid per working day in the preceding quarter,
1338 excluding overtime.

1339 17.8 **Shift Differential**

1340 17.8.1 A full-time employee shall receive a five percent (5%) shift
1341 differential above the regular rate of pay for all hours worked
1342 after 3:00 p.m., provided that such employee's regular work shift
1343 schedule consists of at least five (5) hours) per day after 3:00
1344 p.m. Part-time employees whose regular work shift is entirely
1345 scheduled after 3:00 p.m. shall receive a five percent (5%) shift
1346 differential above the regular rate of pay.

1347 17.8.2 Payment of overtime for hours worked under shift differential
1348 shall be computed at one and one-half times the base rate, not
1349 the differential rate.

1350 17.9 **Summer Work**

1351 17.9.1 Employees who normally work less than twelve (12) months,
1352 and who apply for or request summer work in their regular
1353 classification, shall be given first consideration for such work.
1354 Employees who normally work less than twelve (12) months and
1355 who apply for or request summer work in a different
1356 classification, shall next be considered for such work, if
1357 qualified. Employees who perform summer work ad who
1358 normally work less than twelve months, shall accrue sick leave
1359 and vacation in the same manner as those benefits are accrued
1360 in that classification during the normal work year.

1361 17.9.2 Bus drivers and food service workers not assigned work in the
1362 month of August will be allowed to sign-up for extra work,
1363 including grounds work and clean-up. Bus drivers and food
1364 service workers will be assigned the extra work before a
1365 substitute is hired by the District to perform the work. Unit
1366 members who want to be considered for extra work during
1367 August must notify their immediate supervisor no later than
1368 June 1 in order to be considered for work in August. It shall be
1369 the responsibility of the bus driver and food service worker to
1370 indicate his/her specific weekly period of work request: (i.e.,
1371 week of August 2-6; week of August 9-13; etc.) Bus drivers and
1372 food service workers requesting extra work in the month of
1373 August will be required to perform the extra work if assigned.

1374 **ARTICLE 18: LUNCH PERIOD, REST PERIODS, CALL**
1375 **BACK – CALL IN**

1376 18.1 Employees scheduled to a work day in excess of four (4) hours shall be
1377 entitled to a duty free lunch period of not less than one-half (1/2) hour nor
1378 more than one (1) hour. The specific time for lunch shall be determined
1379 by the employee's immediate supervisor. When schedule permits, such
1380 lunch period should be arranged for approximately mid-shift. Such lunch
1381 period does not count toward the scheduled hours to be worked. In the
1382 event an employee is denied a lunch period and required to work by the
1383 immediate supervisor, such employee shall be given a shortened work
1384 day in the commensurate amount of time such employee worked during
1385 the lunch period.

1386 18.2 **Rest Periods**

1387 18.2.1 Employees who work eight (8) hours per day shall be allowed
1388 two (2) fifteen (15) minute rest periods per day to be scheduled
1389 by the employee's immediate supervisor. Employees who work
1390 from four (4) to eight (8) hours shall be allowed rest periods on a
1391 prorated basis to be scheduled by the employee's immediate
1392 supervisor.

1393 18.2.2 Rest periods are a part of the regular work day and shall be
1394 compensated at the regular rate of pay for the employee

1395 18.3 **Call Back – Call In**

1396 18.3.1 The District shall attempt to apply the provisions of this section
1397 to employees who volunteer to be subject to call back or call in.
1398 In the event of an emergency, employees who have not agreed
1399 to volunteer may be obligated to report to work pursuant to
1400 these provisions.

1401 18.3.2 A full-time employee called back to work after completion of the
1402 employee's regular assignment shall be compensated for a
1403 minimum of two (2) hours of work at the overtime rate. Part-
1404 time employees called back to work after completion of the
1405 employee's regular assignment shall be compensated for a
1406 minimum of two (2) hours of work at the employee's appropriate
1407 rate of pay. Any employee who reports to work in a condition
1408 which makes the employee unfit to perform the assigned duties
1409 shall not be entitled to Call In Time Pay.

1410 **ARTICLE 19: OUT OF CLASSIFICATION WORK**

- 1411 19.1 Bargaining unit employees shall not be required to perform duties which
1412 are not fixed and prescribed for their classification, unless the duties
1413 reasonably relate to those fixed for the class, and shall be paid from the
1414 first day on in the performance of any out of classification work.
- 1415 19.2 A bargaining unit employee may be required to perform duties inconsistent
1416 with those assigned to the class for a period of more than five (5) working
1417 days. The District agrees to pay the employee doing out of classification
1418 work the first day he/she is required to work in a higher class and in such
1419 amounts as will provide for at least five percent (5%) salary differential.
- 1420 19.3 Notwithstanding the above, whenever the Bus Dispatcher performs the
1421 duties of the Transportation Supervisor for any period of time which
1422 exceeds two (2) working days within a 15-calendar day period, shall have
1423 his/her salary adjusted by five percent (5%) for the entire period he/she is
1424 required to work.
- 1425 19.4 Employees who are temporarily assigned to a lower classification shall
1426 suffer no reduction in pay or hours as a result of the temporary
1427 assignment.
- 1428 19.5 As used in this Article, "classification" shall be defined as any group of
1429 positions sufficiently similar in duties, responsibilities, and authority that
1430 the same job title, minimum qualifications and salary range are
1431 appropriate for all positions in the classification.
- 1432 19.6 **Summer School**
- 1433 19.6.1 Employees who are not normally assigned during the summer
1434 or intersession periods shall be eligible to apply for Summer
1435 School or intersession positions. Such employees shall be
1436 assigned by the District as needed, subject to the employee
1437 selected having the specific qualifications and skills necessary
1438 to satisfy the service needs of the District in any particular
1439 circumstance.
- 1440 19.6.2 An employee so selected shall receive on a pro rata basis, the
1441 compensation and benefits, which are applicable to that
1442 classification during the regular year.

1443 **ARTICLE 20: HOLIDAYS**

1444 20.1 Employees shall be entitled to be paid 16 legal holidays as follows:

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

1445 20.2 When a legal holiday listed above falls on a Sunday, the following Monday
1446 shall be deemed a holiday. When a legal holiday listed above falls on a
1447 Saturday, the preceding Friday shall be deemed a holiday.

1448 20.3 When consecutive holidays, such as December 24th and 25th, fall on a
1449 Friday and Saturday, or on a Sunday and Monday, the District will grant
1450 the local holiday on Thursday or Tuesday.

1451 20.4 The Board of Trustees may require unit members to work (at the regular
1452 rate of pay) on February 12, the third Monday in February, the last
1453 Monday in May, September 9, or November 11, provided: (1) the action is
1454 taken prior to July 1 of any year, and (2) that an alternate day within the
1455 school year is given as the holiday. The day selected as the alternate day
1456 must provide a three-day weekend, and it must be selected when
1457 employees entitled to the original holiday are also entitled to the alternate
1458 holiday. If an employee is required to work on that day with no alternate
1459 day designated, he/she shall, in addition to regular pay, be paid time and
1460 one-half.

1461 **ARTICLE 21: SAFETY**

1462 21.1 Every effort shall be made to maintain healthful and safe conditions at all
1463 work stations. Unit members shall not be required to work under unsafe
1464 conditions or to perform tasks, which endanger their health, safety, or well
1465 being.

1466 21.1.1. It shall be the responsibility for unit members to report unsafe,
1467 hazardous or unsanitary conditions as soon as possible to their
1468 supervisor.

1469 21.1.2 Unsafe, hazardous, or unsanitary conditions shall be corrected
1470 as soon as possible.

1471 21.2 Designated classifications are to receive one pair of safety shoes that
1472 meet OSHA standards once a year. Management will select styles of
1473 shoe or boot to be worn. Employees at their option and expense may
1474 select a different style safety shoe so long as the shoe meets OSHA
1475 standards. Employees shall be required to wear the purchased shoe at all
1476 times. Teamsters' shop steward to meet with the Director of School
1477 Facilities to identify shoe or boot approved section.

1478 21.3 The District's central safety committee shall include in its membership one
1479 employee selected by the Union and one non-management employee
1480 selected from Food Services.

1481 **ARTICLE 22: TRANSPORTATION**

1482 22.1 This Article is intended to address itself to some of the unique situations
1483 that exist within the Transportation Department, and the provisions herein
1484 shall not apply generally District-wide.

1485 22.2 **Buses**

1486 Buses are assigned after bid by seniority. Bus assignments may change
1487 when it becomes necessary to do so in order to accommodate students
1488 with special needs.

1489 22.3 **Shifts**

1490 Each transportation shift shall be of a minimum duration as stated below.
1491 Route assignments are made up of shifts as described below. All routes
1492 and buses shall be assigned by seniority upon bid by all qualified bus
1493 drivers. Such bid will occur annually at the beginning of the school year.

1494 22.4 **Hours**

1495 22.4.1 Hours worked shall include periods of driving and non-driving
1496 times as stated below. Employees in a paid status shall be
1497 expected to perform duties and any additional runs, trips, or
1498 assignments which may be assigned during that shift and if the
1499 additional assigned time exceeds the normal shift, such time
1500 shall be added to the employee's assigned shift time for that
1501 day.

1502 22.4.2 **Special Trips Layover Times:** all periods of non-driving time
1503 while on special trips shall be considered paid time. Special trip
1504 hours shall be added to normally assigned hours, including any
1505 layover periods, except for a lunch period. All special trips on
1506 days not normally worked shall be paid for a minimum of two (2)
1507 hours.

1508 22.5 **Morning Shift**

1509 22.5.1 The morning shift shall be paid at a minimum of two (2) hours
1510 duration, including but not limited to the following:

1511 22.5.1.1 Check-out and warm-up time

1512 22.5.1.2 Scheduled routes

1513 22.5.1.3 Time for necessary administrative duties and clean-up
1514 of equipment.

1515 22.6 **Mid-Day Shift**

1516 The mid-day shift shall be paid at a minimum of one and one-half (1-1/2)
1517 hours duration with an unpaid, uninterrupted, duty-free lunch period taken
1518 at the end of the shift, unless the supervisor determined that
1519 circumstances require the lunch period to be taken in the middle of the
1520 shift.

1521 22.7 Shift time shall include but not be limited to the following:

1522 22.7.1 Warm-up and preparation

1523 22.7.2 Scheduled routes

1524 22.7.3 Time for necessary administrative duties and clean-up of
1525 equipment.

1526 22.7.4 If an employee is given an additional assignment that interferes
1527 with taking of a lunch break during or after the shift, the
1528 employee shall be compensated in accordance with the Section
1529 of Hours and Overtime.

1530 22.8 **Special Trips**

1531 22.8.1 Drivers who receive notification of a cancellation less than six
1532 (6) working hours prior to their scheduled departure time shall
1533 receive two (2) hours of pay at the appropriate rate. The special
1534 trip shall include but not be limited to the following:

1535 22.8.1.1 Check-out and warm-up time

1536 22.8.1.2 Driving time to and from departure point and a
1537 scheduled trip

1538 22.8.1.3 Time necessary for administrative duties and clean—
1539 up of equipment.

1540 22.8.2 In the event that a trip return is later than scheduled, the driver
1541 shall notify the dispatcher in writing.

1542 22.9 **Extra Work**

1543 22.9.1 The Director of School Facilities shall assign drivers to extra
1544 work on the basis of the needs of the District and the availability
1545 and qualifications of the individual employees. Extra work
1546 assignments should be distributed as equitably as possible
1547 within the above structure. An employee list shall be posted
1548 monthly which indicates the number of extra work hours each
1549 driver has been assigned during the month.

1550 22.9.1.1 Drivers who work a field trip on a Saturday or Sunday
1551 shall receive a minimum of four (4) hours of pay.

1552 22.10 **Notice of Extra Work**

1553 The dispatcher shall notify the employees, in writing, of routine additional
1554 work assignments (field trips and run coverage for same) on the morning
1555 of the day preceding the assignment, when possible. Emergency
1556 assignment of coverage shall be given as the dispatcher becomes aware
1557 of the need.

1558 22.11 **Employee Availability**

1559 Drivers shall make every reasonable effort to be available for extra work
1560 that may be assigned between 7:00 a.m. and 5:00 p.m. Drivers shall give
1561 the dispatcher no less than one (1) week notice, in writing, of medical-
1562 dental appointments, educational activities, court appearances, etc.,
1563 unless personal emergency conditions exist. A master calendar for driver
1564 availability shall be posted in the dispatcher's office. Refusal to accept
1565 additional work assignments may result in assignments not being offered
1566 and/or disciplinary action taken.

1567 22.12 **Training & Upgrading Of Certificate**

1568 The individual driver shall cooperate with the Transportation Department
1569 in an effort to upgrade the driver's experience and training. It shall be,
1570 however, at the discretion of the Transportation Supervisor and the
1571 dispatcher to determine assignments, regardless of that driver's license
1572 status. Time used in training conducted by the District for this purpose
1573 shall be paid at the appropriate rate.

1574 22.13 **Training**

1575 The Transportation Department shall conduct training and safety meetings
1576 once a month during the school year. These meetings shall be held to
1577 provide notice of new laws and related matters as they become binding,
1578 and to improve standards of defensive driving skills, care of equipment,
1579 and introduction of new equipment (or made available). Training classes
1580 shall be held to meet renewal requirements and may be held to train new
1581 drivers when such circumstances require it. All training and safety
1582 meetings shall be paid for time at the applicable rate. If a meeting has to
1583 be cancelled, management will give as much notice as possible to permit
1584 drivers time to adjust their schedules. Commencing in school year 1989-
1585 90 a mandatory in-service for Drivers, Mechanics and Dispatcher shall be
1586 scheduled by the District on one of the school improvement program in-
1587 service days for teachers. This training day shall be at least two hours in
1588 duration.

1589 22.14 **Examinations**

1590 Time spent taking the driving license examination shall be paid at the
1591 applicable rate provided the employee passes the license examination.

1592 22.15 **Driver Responsibility**

1593 The employee shall be responsible for obtaining and maintaining all
1594 licenses and certifications necessary to qualify as a driver for the District.
1595 The District shall make available to the employee materials and instruction
1596 for the maintenance of the license and certificates applicable to this
1597 Article.

1598 22.16 **Language Development Assignment Overtime**

1599 Language regarding assignment of overtime procedures to be developed
1600 between the Teamsters and District in side negotiations. The District will
1601 provide language depicting of the status quo procedures for the
1602 assessments of weekend runs and weekday runs. Meetings will be
1603 scheduled as necessary.

1604 **ARTICLE 23: BARGAINING UNIT WORK**

1605 Contracts for Services - Written notice that the District intends to award a
1606 contract for services which directly affects the bargaining unit member's work
1607 assignment shall be given to the Union prior to the contract being awarded.

1608 **ARTICLE 24: SONITROL AGREEMENT**

- 1609 24.1 The Union and the District agree to a call-in system for bargaining unit
1610 employees who respond to calls for break-ins or other emergencies at
1611 other than normal working hours.
- 1612 24.2 The Union and the District agree that the maintenance of these guidelines
1613 should result in a fair distribution of call-in opportunities for participating
1614 employees. Employees who wish to participate will be placed on a call-in
1615 list maintained by the District.
- 1616 24.3 Each month the list will rotate so that the person who is first on the list one
1617 month will be placed last on the list the following month, and all other
1618 employees will move up on the list.
- 1619 24.4 The person named first on the call-in list will receive the pager from the
1620 District on or before the first day of the month in which he or she is first on
1621 the call-in list. The pager will be used by Sonitrol or other security system
1622 in force at school premises, in addition to telephone contact, to contact the
1623 employee to cover the emergency.
- 1624 24.5 The employee has the responsibility to report all Sonitrol related calls to
1625 the Director of School Facilities. The report should be submitted the
1626 following working day on the District provided form.
- 1627 24.6 The District is in the process of developing a request for proposals for a
1628 new security system for its schools. The parties agree to re-open Article
1629 24 (Sonitrol Agreement) and Article 18 (Call Back-Call In) to establish any
1630 new procedures appropriate to the new system. The parties agree to
1631 meet and negotiate on or before August 1, 2007 regarding any proposed
1632 changes to these two Articles.

1633 **ARTICLE 25: COMMUNITY SERVICE VOLUNTEER**
1634 **DAYS**

1635 25.1 The Union and District agree as a community service to allow volunteers
1636 in coordination with parents and teachers to do specific clean-up, paint-up
1637 and fix-up of school premises.

1638 25.2 Bargaining unit employees shall be offered the opportunity to supervise
1639 the work. This provision is limited to a maximum of three (3) events each
1640 year at each school site.

1641 25.3 Principals shall be required to notify the Maintenance Department
1642 regarding scheduled volunteer work being performed, in order to assign
1643 the extra work to the bargaining unit member affected.

1644 **ARTICLE 26: COMPENSATION SURVEY**

1645 The parties will work cooperatively to identify, collect, compile, and analyze
1646 information from comparable school districts regarding compensation provided to
1647 employees in those school districts whose job duties are comparable to the job
1648 duties of Teamsters Local 150 bargaining unit positions in the Berryessa Union
1649 School District. The compensation survey shall include, but is not limited to,
1650 salary, longevity, health and welfare benefits contributions, PERS contributions,
1651 and retiree benefits. The parties agree to jointly complete this compensation
1652 survey on or before June 30, 2007, and to consider this data in compensation
1653 negotiations for 2007-2008.

1654 **ARTICLE 27: DISCIPLINE**

- 1655 27.1 The District shall follow the procedures described in Board Policy 4219 in
1656 disciplining unit members. A copy of Board Policy 4219 is attached to this
1657 Agreement as Appendix B. A unit member may appeal disciplinary action
1658 through the procedures set forth in Board Policy 4219, and may not use
1659 the grievance procedures of Article 7 to appeal disciplinary action.
- 1660 27.2 Board Policy 4219 shall be maintained through the duration of this
1661 Agreement. Before the Board modifies Board Policy 4219, the District
1662 shall provide the Union with notice and opportunity to negotiate any
1663 proposed change(s) within the scope of bargaining defined by the
1664 Educational Employment Relations Act. (Government Code Section 3540,
1665 et seq.)

1666 **ARTICLE 28: LAYOFFS**

1667 28.1 **Decision To Lay Off**

1668 28.1.1 A decision to lay off classified employees is solely within the
1669 discretion of the Board of Trustees. A layoff may involve a
1670 reduction of an entire position or a portion of a position.

1671 28.1.2 This Agreement on layoff procedures does not waive the
1672 Union's right to negotiate over the impact or the effects of a
1673 particular layoff or reduction in hours to the extent that this
1674 Article does not cover the impact or effects, nor does it waive
1675 the Union's right to negotiate the District's decision to reduce
1676 the regularly assigned hours.

1677 28.2 **Notice To Employees**

1678 28.2.1 Notice of layoff will be given to the Union and the employee
1679 affected at least 45 days prior to the effective date of layoff,
1680 which will be specified in notice, except for specifically funded
1681 programs, where the notice shall be given by April 29 for
1682 programs funded during the fiscal year. This notice requirement
1683 will not apply in circumstances specified in Education Code
1684 Section 45117(d). (Copy of Education Code Section 45117 is
1685 attached as Appendix C.)

1686 28.2.2 The notice shall contain:

1687 28.2.2.1 The effective date of layoff;

1688 28.2.2.2 A statement of the employee's layoff rights, if any,
1689 pursuant to Section 28.4 below, and copies of
1690 appropriate Education Code provisions;

1691 28.2.2.3 A statement of re-employment rights pursuant to
1692 Section 28.5 and the Education Code; and

1693 28.2.2.4 The reason for layoff.

1694 28.3 **Order of Layoff**

1695 28.3.1 Whenever a classified employee is laid off, the order of layoff
1696 within the classification shall be determined by length of service
1697 in the classification. The employee who has been employed the
1698 shortest time in the classification, plus time in equal and higher
1699 classes, shall be laid off first. For the purposes of this Section
1700 only, "classification" shall be those classifications in Appendix D.
1701 Re-employment shall be in reverse order of layoff.

- 1702 28.3.2 Any short-term employee whose term of services does not
1703 exceed 45 days at the time of the layoff must be terminated
1704 before the District lays off any classified employee who is
1705 qualified to render the service provided by the short-term
1706 employee.
- 1707 28.3.3 **Definition Of Length Of Service Seniority**
- 1708 28.3.3.1 For the purposes of this Section, “length of service”
1709 means first date of paid service in a regular
1710 classification, or a higher or equal classification, as a
1711 permanent or probationary employee. Service as a
1712 substitute or short-term employee shall not count as
1713 first date of paid service.
- 1714 28.3.3.2 When the first date of paid service is the same,
1715 seniority shall be determined by the total service in
1716 the District. If that total service is the same, then
1717 seniority shall be determined by lot.
- 1718 28.3.3.3 An employee shall have their date of hire adjusted
1719 whenever there is a break in service. A break in
1720 service for purposes of this Article shall mean: (a)
1721 any resignation or retirement, or (b) any unpaid
1722 status without leave.
- 1723 28.4 **Displacement Rights**
- 1724 28.4.1 A permanent employee laid off from his/her present
1725 classification may: (1) fill an open position in that classification;
1726 or (2) if no open position exists, may displace the employee
1727 with least seniority in that classification, having the same or
1728 higher number of hours nearest to the hours of the senior
1729 employee; or (3) may displace the least senior employee with
1730 the same or higher number of hours nearest to the hours of the
1731 senior employee in the next lower classification or equal
1732 classification in which the first employee has previously gained
1733 permanence. A senior employee may not use the displacement
1734 process to increase that employee’s regularly assigned hours by
1735 more than two hours per day.
- 1736 28.4.2 Displacement rights must be exercised within five (5) working
1737 days of notice of layoff. The District and Union will conduct a
1738 joint meeting before the end of this period with the employees
1739 affected by the layoff in order to explain displacement rights.

- 1740 28.4.3 **Service In More Than One Position**
- 1741 Employees may serve in two or more positions as long as the
1742 schedules of those positions are compatible. The combined
1743 hours of these positions will determine the employees' right to
1744 benefits under this Agreement. However, for purposes of layoff
1745 and displacement rights, the employee serving in two or more
1746 positions can only assert the right to each position as if held
1747 separately, and cannot combine the total hours of the separate
1748 positions for asserting displacement rights.
- 1749 28.4.4 If a classified employee scheduled for layoff is qualified to
1750 render the service provided by a short-term employee with a
1751 term exceeding 45 days, the classified employee will be placed
1752 in the short-term position for its duration prior to being laid off.
- 1753 28.5 **Re-Employment Rights**
- 1754 28.5.1 Persons laid off are eligible for re-employment in the class from
1755 which they were laid off for a period of 39 months and shall be
1756 re-employed in preference to new applicants.
- 1757 28.5.2 Employees who take voluntary demotions or voluntary
1758 reductions in assigned time in lieu of layoff shall be granted the
1759 same rights as persons laid off and shall retain eligibility to be
1760 considered for re-employment for an additional period of up to
1761 24 months, provided that the same tests of fitness under which
1762 they qualified for appointment to the class shall still apply.
- 1763 28.5.3 If the District re-employs a unit member as a permanent
1764 employee under the provisions of this Section, it shall disregard
1765 the break in service of the employee and classify him/her as,
1766 and restore him/her to all the rights, benefits and burdens of a
1767 permanent employee in the class to which he/she is reinstated
1768 or re-employed.
- 1769 28.6 **Notification Of Re-Employment Openings**
- 1770 28.6.1 Any unit member who is laid off and is subsequently eligible for
1771 re-employment shall be notified in writing by the District of an
1772 opening in the same or related class held at the time of layoff.
1773 Such notice shall be sent by certified mail to the last address
1774 given the District by the laid off unit member. A copy of the
1775 notice shall be given to the Union. It shall be the responsibility
1776 of the laid off unit member to promptly notify the District of any
1777 change of address. Failure to provide the District with a current
1778 address shall result in the laid off unit member's name being
1779 eliminated from consideration for the open position and shall
1780 constitute an "offer" of employment under Section 28.6.2. The

1781 laid off unit member shall become re-eligible for future open
1782 positions, provided the laid off unit member notifies the District
1783 of his/her current address.

1784 28.6.2 A laid off unit member shall notify the District of his/her intent to
1785 accept or refuse employment within five (5) working days
1786 following receipt of the re-employment notice. If the laid off unit
1787 member accepts re-employment, he/she shall not be required to
1788 report for work any sooner than ten (10) working days following
1789 receipt of the re-employment notice. Failure to notify the District
1790 within the time limits given, or refusal to accept the offered
1791 position, shall free the District to eliminate the former employee
1792 from consideration for the opening. The former employee shall
1793 be removed from the re-employment list after three (3) bona fide
1794 offers are made for a position in a previously held classification
1795 that is within two (2) hours per day of the last position held by
1796 the former employee.

1797 28.7 **Seniority List**

1798 The District shall maintain and update a Classified Seniority List. The
1799 Union shall receive a copy of the updated list by April 1 of each year. In
1800 addition, the Union's Chief Steward may request and receive an updated
1801 list.

1802 **ARTICLE 29: PERSONNEL FILES**

1803 29.1 The personnel file of each unit member shall be maintained in Personnel
1804 Services Department. However, this requirement shall not prohibit the
1805 attachment to disciplinary memoranda materials not previously placed in
1806 the personnel file.

1807 29.2 Materials in the personnel files of unit members are to be made available
1808 for the inspection of the unit member involved. A unit member shall have
1809 the right to inspect his/her personnel file upon request, provided that the
1810 request is made at a time when the person is not actually required to
1811 render services to the District. The unit member shall make advance
1812 arrangements with Personnel Services Department to review the
1813 personnel file.

1814 29.3 Information of a derogatory nature shall not be entered or filed in the
1815 personnel file unless and until the unit member is given notice and an
1816 opportunity to review and comment thereon. A unit member shall have
1817 the right to enter their comments thereon and have such comments
1818 attached in any derogatory statement.

1819 **ARTICLE 30: SUPPORT OF AGREEMENT**

1820 The District and the Union agree that it is to their mutual benefit to encourage the
1821 resolution of differences through the meet and negotiate process. Therefore, it is
1822 agreed that the District and the Union will support this Agreement for its term and
1823 will not appear before any public bodies to seek changes or improvement in any
1824 matter subject to the meet and negotiation process, except by mutual agreement
1825 of the District and the Union.

1826 **ARTICLE 31: COMPLETION OF NEGOTIATIONS**

1827 31.1 During the term of this Agreement, the Union expressly waives and
1828 relinquishes the right to meet and negotiate, and agrees that the District
1829 shall not be obligated to meet and negotiate with respect to any subject or
1830 matter whether or not referred to or covered in this Agreement. It is
1831 understood by the Union and the District that current Board policies which
1832 specifically relate to the negotiable areas delineated in the Educational
1833 Employment Relations Act will remain in full force and effect during the
1834 term of this Agreement.

1835 31.2 The District will provide all school and department sites five (5) copies of
1836 the negotiated agreement within 60 calendar days. The agreement will be
1837 made available for bargaining unit members' reference. In addition, the
1838 agreement will be posted on the District's web site.

1839 31.3 A copy of this contract will be sent to the Public Employment Relations
1840 Board (PERB) to comply with Section 32120 of PERB Regulations
1841 (California Administrative Code).

1842 **ARTICLE 32: SAVINGS PROVISIONS**

1843 If any provisions of this Agreement are held to be contrary to law by a court of
1844 competent jurisdiction, such provisions will not be deemed valid and subsisting
1845 except to the extent permitted by law, but all other provisions will continue in full
1846 force and effect.

1847 **ARTICLE 33: TERM AND EXECUTION OF**
1848 **AGREEMENT**

1849 33.1 This Agreement entered into and effective upon ratification shall remain in
1850 effect from the date of approval by the Berryessa Union School District
1851 Board of Trustees up to and including June 30, 2009. As set forth herein,
1852 this Agreement shall remain in effect unless either party gives written
1853 notice of a desire to reopen, modify, amend, or terminate. Notice shall be
1854 accompanied by proposed amendments or modifications and may be
1855 presented to the other party on or after April 1. Negotiations shall
1856 commence no later than thirty (30) days following the public hearing on
1857 the proposals.

1858 33.2 This Agreement is a result of good faith meeting and negotiating between
1859 Teamsters, Local 150 and the District, and was executed by both parties
1860 on April 24, 2007, and approved by the Berryessa Union School District
1861 Board of Trustees on May 15, 2007.

1862 33.3 For both the 2007-2008 and 2008-2009 school years, the parties will
1863 reopen negotiations on Compensation and Benefits (Article 8)

1864 33.4 The parties will also reopen negotiations on or before August 1, 2007, on
1865 Article 24 (Sonitrol Agreement) and Article 28 (Call-Back Call-In) to
1866 establish procedures appropriate to the District's new security system.

1867 FOR THE
1868 BERRYESSA UNION SCHOOL DISTRICT

FOR THE
TEAMSTERS, LOCAL 150

1869 _____
1870 Jack L. Owens,
1871 Assistant Superintendent Personnel

Rosendo Guzman
Chief Job Steward

1872 _____
1873 Janet Sommer,
1874 Attorney, Kay and Stevens

Chuck Brooks,
Teamsters Business Representative

1875 _____
1876
1877

Marta Stanton
Bus Driver

1878 _____
1879
1880
1881

Peter Reyes,
Delivery Assistant

Jason McDill, Lead Custodian

APPENDIX A: SALARY SCHEDULE

TEAMSTERS UNION - LOCAL 150												
Effective July 1, 2006 thru June 30th 2007												
Group	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6	
30.0	1900	(10.92)	1,975	(11.36)	2,054	(11.81)	2,135	(12.28)	2,221	(12.77)	2,316	(13.32)
30.5	1988	(11.43)	2,043	(11.75)	2,140	(12.30)	2,222	(12.78)	2,308	(13.27)	2,403	(13.82)
31.0	1903	(10.94)	1,986	(11.42)	2,071	(11.91)	2,165	(12.45)	2,253	(12.95)	2,347	(13.49)
32.0	2071	(11.91)	2,165	(12.45)	2,253	(12.95)	2,347	(13.49)	2,455	(14.12)	2,570	(14.78)
33.0	2703	(15.54)	2,822	(16.23)	2,939	(16.90)	3,060	(17.59)	3,177	(18.27)	3,296	(18.95)
34.0	2310	(13.28)	2,410	(13.86)	2,513	(14.45)	2,625	(15.09)	2,747	(15.79)	2,864	(16.47)
35.0	2591	(14.90)	2,694	(15.49)	2,802	(16.11)	2,922	(16.80)	3,046	(17.51)	3,173	(18.24)
36.0	2720	(15.64)	2,825	(16.24)	2,939	(16.90)	3,054	(17.56)	3,172	(18.24)	3,298	(18.96)
36.5	2766	(15.90)	2,887	(16.60)	3,011	(17.31)	3,132	(18.01)	3,254	(18.71)	3,377	(19.42)
37.0	2645	(15.21)	2,758	(15.86)	2,868	(16.49)	2,985	(17.16)	3,103	(17.84)	3,229	(18.57)
37.5	2699	(15.52)	2,813	(16.17)	2,924	(16.81)	3,039	(17.47)	3,162	(18.18)	3,284	(18.88)
38.0	2570	(14.78)	2,680	(15.41)	2,797	(16.08)	2,928	(16.84)	3,064	(17.62)	3,190	(18.34)
38.5	2572	(14.79)	2,698	(15.51)	2,837	(16.31)	2,979	(17.13)	3,124	(17.96)	3,284	(18.88)
39.0	2797	(16.08)	2,931	(16.85)	3,064	(17.62)	3,190	(18.34)	3,339	(19.20)	3,488	(20.06)
40.0	2931	(16.85)	3,064	(17.62)	3,190	(18.34)	3,339	(19.20)	3,488	(20.06)	3,650	(20.99)
41.0	3064	(17.62)	3,190	(18.34)	3,339	(19.20)	3,488	(20.06)	3,650	(20.99)	3,808	(21.90)
42.0	3190	(18.34)	3,339	(19.20)	3,488	(20.06)	3,650	(20.99)	3,808	(21.90)	3,985	(22.91)
43.0	3178	(18.27)	3,311	(19.04)	3,446	(19.81)	3,579	(20.58)	3,713	(21.35)	3,849	(22.13)
44.0	3287	(18.90)	3,437	(19.76)	3,592	(20.65)	3,760	(21.62)	3,923	(22.56)	4,106	(23.61)
Group	Position											
30.5	Food Services Assistant I											
32.0	Food Services Assistant II											
32.0	Reprographic Assistant											
32.0	Warehouse Helper											
33.0	Warehouse Delivery											
34.0	Custodian (Non-Lead Day)											
35.0	Custodian (Night)											
35.0	Utility Crew											
36.0	Groundsworker											
36.0	Mower Operator											
36.5	Delivery Assistant											
36.5	Delivery Person (Warehouse)											
37.0	Custodian (Lead Day)											
37.5	Bus Driver											
38.0	Bus Driver/Mechanic II											
38.0	Groundsworker II											
39.0	A.V. Technician											
39.0	Bus Dispatcher (Lead)											
40.0	Computer Repair Technician I											
40.0	District Reproduction Technician											
40.0	Warehouse Worker (Lead)											
41.0	Mechanic III											
42.0	Bus Driver/Trainer											
42.0	Transportation Coordinator											
43.0	Groundsworker (Lead)											
43.0	Maintenance Worker III											
44.0	Energy Technician											
44.0	Computer Repair Technician II											
44.0	Mechanic (Lead)											

Date 8/1/07

APPENDIX B: BP4219

BP 4219

PERSONNEL: CLASSIFIED

Disciplinary Procedures for Classified Employees

1. Definition of Probationary Period and Permanent Status

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

2. Cause for Discipline

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

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

- 2.3 Abuse or misuse of sick leave or any other authorized leave.
- 2.4 Being under the influence of alcohol or controlled substances without authorization while on duty or using or possessing alcohol or controlled substances without authorization while on duty. "Controlled substance" means any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance defined in state federal law. A determination of whether an employee is under the influence of alcohol controlled substances will be based on specific contemporaneous, articulable, observations concerning the employee's appearance, behavior, speech, or body odors and may include indications of the chronic and withdrawal effect of controlled substances.
- 2.5 Insubordination or discourteous treatment toward superiors or other employees.
- 2.6 Dishonesty.
- 2.7 Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, disability, marital status, sex, sexual orientation, or age against members of the public or other employees while acting in the capacity of a District employee.
- 2.8 Unlawful retaliation against any other District officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to actual or suspected violation of any law of this state or the United States occurring on the job or directly related hereto.
- 2.9 Conviction of a felony, any crime involving moral turpitude, or any crime bringing discredit upon the District.
- 2.10 Immoral conduct.
- 2.11 Evident unfitness for service.
- 2.12 Physical or mental condition unfitting him/her for service.
- 2.13 Violation of or refusal to obey the laws of the state or rules, regulations and policies of the District.
- 2.14 Discourteous treatment of members of the public, students or other employees while on duty.
- 2.15 Conduct in violation of Section 1028 of the Government Code,

which provides:

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

the duties of the position.

3. Progressive Discipline

3.1 Progressive Discipline

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

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

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

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

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

3.2 Discipline Without Progression

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

4. Procedure for Discipline

4.1 Preliminary Written Notice

- 4.1.1 A permanent classified employee shall receive a preliminary written notice of the proposed discipline. The written notice must contain a specific statement of charges or grounds upon which the proposed disciplinary action is based and the date the proposed disciplinary action will be effective.
- 4.1.2 Any known written materials, reports or documentation upon which the proposed disciplinary action is based must be attached to the preliminary written notice.
- 4.1.3 The classified employee shall have the right to respond either orally or in writing within ten (10) calendar days to the Superintendent or his/her designee. The purpose of the meeting shall be to permit the employee to respond to charges against him/her, to offer information regarding the proposed discipline and to examine the materials, if any, on which the proposed action is based.
- 4.1.4 The Superintendent or designee shall consider the employee's response and recommend within fifteen (15) calendar days that the proposed disciplinary action either be taken or not taken.

4.2 Notice of Intention to Suspend or Demote or Dismiss

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

4.3 Employee's Status

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

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

4.4 Sex or Narcotics Offenses: Compulsory Leave

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

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

4.5 Appeal Procedure for Suspension Without Pay or Demotion or Dismissal

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

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

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

- 1) be represented by counsel or any other person at the hearing;

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

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

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

4.5.5 Exclusion of Witnesses. The Hearing Officer may in his/her discretion exclude witnesses not under examination, except the employee and the party attempting to substantiate the charges against the employee, and their respective counsel. When hearing testimony which may bring disrepute to persons other than the accused employee, all persons not having a direct interest in the hearing may be excluded.

4.5.6 Burden of Proof. The burden of proof shall be upon the party attempting to substantiate the charges.

4.5.7 Findings and Decision. Upon completion of the hearing, written Proposed Findings of Fact and Conclusions shall be signed and filed with the Governing Board by the Hearing Officer which shall constitute his/her decision. If the Governing Board adopts the Hearing Officer's findings and conclusions, it need not review the record of the hearing; if it declines to accept the findings and conclusions, it must review the record or provide for an additional opportunity to be heard, after which it may adopt the findings and conclusions made by the Hearing Officer, or adopt its own findings and conclusions.

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

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

4.5.9 Transcripts of Hearings. Transcripts of hearings shall be furnished to any person on payment of the cost of preparing such transcripts. When transcripts are provided by employees of the District, the cost shall be determined by the employee in charge of business affairs of the District. When transcripts are provided by an independent contractor, the cost will be established by the independent contractor.

4.5.10 Continuances. The Hearing Officer may grant a continuance of any hearing upon such terms and conditions as he/she may deem proper. The employee shall remain on unpaid suspension for the period of any continuance. Any request for continuance made less than 48 hours prior to the time set for the hearing will be denied unless good cause is shown for the continuance.

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

Legal References: California Education Code

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

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

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

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

APPENDIX D: CLASSIFICATIONS

BERRYESSA UNION SCHOOL DISTRICT

TEAMSTERS LOCAL 150

A.V. Technician*	Food Services Assistant II
Bus Driver	Groundswoker
Bus Dispatcher (Lead)	Groundswoker II
Bus Driver/Mechanic II	Groundswoker (Lead)
Bus Driver/Trainer	Maintenance Worker III
Computer Repair Technician I	Mechanic III
Computer Repair Technician II	Mechanic (Lead)
Custodian (Night)	Mower Operator
Custodian (Lead Day)	Reprographic Assistant*
Custodian (Non-Lead Day)	Transportation Coordinator
Delivery Assistant	Utility Crew
Delivery Person (Warehouse)	Warehouse Helper*
District Reproduction Technician	Warehouse Delivery*
Energy Technician	Warehouse Worker (Lead)
Food Services Assistant I	

*Inactive Classifications at the time of publication