

**NEGOTIATED AGREEMENT**

*BETWEEN*

**TEAMSTERS LOCAL UNION 150**

**AND**

**THE GOVERNING BOARD AND  
ADMINISTRATION**

**OF THE**

**BERRYESSA UNION SCHOOL DISTRICT**

**July 1, 2019 – June 30, 2022**

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1 **PREAMBLE**

2 This Agreement 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**

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

38 3.1.1 An authorized Union representative obtains advance authorization  
39 from the Superintendent or designee regarding the specific time,  
40 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 **Posting Information**

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

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

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

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

61 3.3 **Dues and Fees**

62 3.3.1 Any unit member who is a member of the Teamsters Local Union  
63 150, or who has applied for membership, may sign and deliver to  
64 the District an assignment authorizing deduction of membership  
65 dues, initiation fees and general assessments in the Union.  
66 Pursuant to such authorization, the District shall deduct the  
67 prescribed dues on a monthly basis.

68 3.3.2 Any unit member who is not a member of the Teamsters Union,  
69 Local 150, or who does not make application for membership within  
70 thirty (30) days from the effective date of this Agreement, or within  
71 thirty (30) days from the date of the commencement of assigned



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

89 3.3.3 Any unit member who is a member of a religious body whose  
90 traditional tenets or teachings include objections to joining or  
91 financially supporting employee organizations shall not be required  
92 to join or financially support the Teamsters Union, Local 150, as a  
93 condition of employment; except that such unit member shall pay,  
94 in lieu of a service fee, sums equal to such service fee to one of the  
95 following non-religious, non-labor organization, charitable funds  
96 exempt from taxation under Section 501(c)(3) of Title 26 of the  
97 Internal Revenue Code:

- 98           ▪ United Way of Santa Clara County,
- 99           ▪ Red Cross, or
- 100          ▪ Berryessa Education Foundation

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

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

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

120 3.3.4 With respect to all ums deducted by the District pursuant to the  
121 above, whether for membership dues or service fees, the District  
122 agrees to authorize the County to remit such monies to the Union.  
123 The District shall provide an alphabetical list of unit members to the  
124 Union on a monthly basis and indicate for whom such deductions  
125 are being made, categorizing them as to membership or non-  
126 membership in the Union, and indicating any changes in personnel  
127 from the list previously furnished. The Union agrees to furnish any  
128 information needed by the District to fulfill the provisions of this  
129 Article.

130 3.3.5 The Union shall provide all required notices and comply with all  
131 applicable provisions of law related to membership dues and the  
132 payment of service fees, including any applicable objection  
133 procedures. These procedures include, but are not limited to those  
134 set forth in California Government Code Section 3546, and  
135 California Code of Regulations, title 8, Sections 32990-32997, and  
136 established by the courts.

137 3.3.6 The Union shall indemnify and hold harmless the District and its  
138 Board individually and collectively, from any legal costs and  
139 damages arising from claims, demands or liability by reason of  
140 litigation arising from this Article, provided that this obligation  
141 applies to litigation brought by third parties and not to disputes  
142 between the Union and the District over the interpretation or  
143 application of this Article. International Brotherhood of Teamsters  
144 shall have the exclusive right to decide and determine whether any  
145 action or proceeding referred to in this Article shall or shall not be  
146 compromised, settled, dismissed or appealed.

147 3.4 **Unit Member Contact Information**

148 The District shall provide the Union with a list of names and contact  
149 information (listed below) for any newly hired unit members within 30 days  
150 of the date of hire or by the first pay period of the month following hire.  
151 The District shall also provide the Union with a list of all unit member  
152 names and contact information on the last working day of September,  
153 January, and May. The information required by this Section 3.4 shall  
154 include the following information except for any information subject to  
155 exclusion pursuant to Government Code Section 6254.3(c)

156 • Full name,

157 • Job title,

- 158 • Department,
- 159 • Primary worksite,
- 160 • Hire date,
- 161 • Work telephone number,
- 162 • Home address, and
- 163 • Personal telephone numbers and email addresses on file with the  
164 District, if any.

165 In addition to the above information, upon the request of the Union, the  
166 District will provide information regarding unit members' pay.

### 167 3.5 **Union Access to New Employee Orientation**

168 The District will provide a Teamsters Local Union 150 membership application in  
169 the information packet provided to each new employee in the bargaining unit.  
170 The Union shall receive not less than ten (10) days' notice of any onboarding  
171 orientation meeting held between the Human Resources Department  
172 representatives and new bargaining unit employees. If a bargaining unit  
173 member's first day of work begins less than ten (10) days after the date the  
174 employee is hired, the 10-day notice requirement may be reduced, and the District  
175 will instead provide as much advance notice as reasonably possible of the  
176 orientation meeting.

177 The District will provide an annual New Employee Orientation session for new  
178 employees in the bargaining unit. The Union will be provided up to thirty (30)  
179 minutes during the New Employee Orientation session to address the new  
180 employees and provide information about the Teamsters Local 150. Newly hired  
181 unit members shall be paid for attending the New Employee Orientation session at  
182 their regularly established pay rate. The Union shall be provided up to one (1)  
183 hour of paid release time to allow one (1) Teamsters Local 150 representative to  
184 attend the orientation meeting if the meeting is scheduled during the  
185 representative's work time. A Teamsters Local 150 labor representative (a non-  
186 District employee) may also attend the New Employee Orientation session.

187 If unit members are hired after the New Employee Orientation session, the  
188 District will provide notice to the Union of any onboarding orientation meeting  
189 held between the new unit member and the Human Resources Department as  
190 required above, and shall allow a Union representative paid release time from  
191 work to spend fifteen (15) minutes with the new unit member at the end of the  
192 onboarding orientation meeting in order to provide information. A Teamsters  
193 Local 150 labor representative (a non-District employee) may also attend the New  
194 Employee orientation session.

195 **ARTICLE 4: EMPLOYEE RIGHTS**

196 4.1 Neither the District nor Union shall interfere with, intimidate, restrain,  
197 coerce, discriminate, or harass any employee because of the exercising of  
198 his/her rights to engage or not engage in Union activities. Prior to the  
199 implementation of changes in his/her position description or job duties, a  
200 bargaining unit member has the right to notice of, and to discuss such  
201 changes, with the department manager.

202 4.2 An employee shall have the right to representation at any meeting with the  
203 employee's supervisor when the employee has a reasonable belief that  
204 disciplinary action may result from such meeting.

205 4.3 An employee shall be permitted to meet with a shop steward or Union  
206 representative during the employee's and shop steward's work times.

207 4.4 If the site supervisor gives prior approval, an employee may discuss terms  
208 and conditions of employment under this contract with their shop steward  
209 so long as the shop steward is on non-work time and the employee  
210 continues to satisfactorily perform his/her job assignment. If approval is  
211 not granted, an alternate time will be established.

212 **ARTICLE 5: CONCERTED ACTIVITIES**

213 5.1 It is agreed and understood that there will be no strike, work stoppage,  
214 slow-down, picketing or refusal or failure to fully and faithfully perform job  
215 functions and responsibilities, or other interference with the operations of  
216 the District by the Union or by its officers, agents, or members during the  
217 term of this Agreement, including compliance with the request of other  
218 labor organizations to engage in such activity.

219 5.2 The Union recognizes the duty and obligation of its representatives to  
220 comply with the provisions of the Agreement and to make every effort  
221 toward inducing all employees to do so. In the event of a strike, work  
222 stoppage, slow-down, or other interference with the operations of the  
223 District by employees who are represented by the Union, the Union  
224 agrees in good faith to take all necessary steps to cause those employees  
225 to cease such action.

226 5.3 It is agreed and understood that any employee violating this Article will be  
227 subject to discipline up to and including termination by the District.

228 5.4 It is understood that in the event this Article is violated by the Union, the  
229 District is entitled to whatever appropriate legal action is available to the  
230 District.

231 **ARTICLE 6: UNION RELEASE TIME**

232 6.1 Union members will exclusively receive time off from duties for grievance  
233 meetings past the informal level of the grievance procedure, Article 7  
234 herein, for Union members who are designated as Union representatives  
235 as follows:

236 6.1.1 By no later than ten (10) working days following the signing of  
237 this Agreement, and within ten (10) working days following the  
238 appointment of new representatives, the Union will designate in  
239 writing to the Superintendent or designee shop stewards  
240 authorized to receive release time.

241 6.1.2 Whenever possible, twenty-four (24) hours prior to release from  
242 duties for grievance processing, the shop steward shall inform  
243 his/her immediate supervisor in order that an adequate  
244 substitute may be obtained, if such is necessary.

245 6.1.3 When an employee requests representation in a grievance  
246 meeting or a meeting under Article 4, during regular work hours  
247 of the shop steward, such shop steward shall receive release  
248 time from duties.

249 6.2 In addition to release time for grievance meetings described above, the  
250 Teamsters Chief Steward or designee may use up to 8 hours per month of  
251 release time for preparing for grievance meetings, problem solving, or  
252 conducting Teamsters business. The Union will provide at least 24 hours'  
253 notice to the immediate supervisor of the use of this release time, except  
254 when such advance notice is not possible.

255 **ARTICLE 7: GRIEVANCE**

256 7.1 It is in the best interest of the District and the unit members to resolve  
257 disputes at the informal level. Prior to implementation of the Procedures  
258 for Grievances, unit members are encouraged to attempt to identify and  
259 resolve a problem at an informal conference. Either party (the District or  
260 the Union) has the right to call for a problem-solving conference at any  
261 level within the procedures for grievance. No reprisals shall be invoked  
262 against any unit member for processing a grievance.

263 7.2 **Definitions**

264 7.2.1 **Grievance**

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

270 7.2.2 **Grievant**

271 A unit member, a group of unit members having the same  
272 grievance, or the Union.

273 7.2.3 **Working Day**

274 A "working day" is any day on which the central administrative  
275 offices of the Berryessa Union School District are open for  
276 business.

277 7.3 **Procedures for Grievance**

278 7.3.1 Except by mutual agreement, failure by the employer at any  
279 level to communicate a decision within the specified time limit  
280 shall permit the grievant to proceed to the next level.

281 7.3.2 Except by mutual agreement, failure by grievant at any level to  
282 appeal a grievance to the next level within the specified time  
283 limit shall be considered acceptance of the grievance at that  
284 level. All meetings to process grievances will be conducted in  
285 District facilities.

286 7.3.3 If the Level 3 conference with the Superintendent is scheduled  
287 by the Superintendent during the employee's regular working  
288 day, the grievant and one Union representative will receive time  
289 off from normal duties for the purpose of processing the  
290 grievance. The grievant must be present at each level of the  
291 grievance process.

292 7.4 **Level 1 - Immediate Supervisory Administrator**

293 7.4.1 Within ten (10) working days after grievant knew, or by  
294 reasonable diligence could have known, of the condition upon  
295 which the grievance is based, the grievant may present his/her  
296 grievance in writing, on a form to be provided by the District, to  
297 the administrator with immediate administrative responsibilities  
298 for the position to which the grievant is assigned. A copy of the  
299 grievance shall also be provided to the Assistant Superintendent  
300 of Human Resources.

301 7.4.2 The statement of grievance shall be a clear, concise statement  
302 of the circumstances on which the grievance is based, the  
303 people involved, and the remedy sought.

304 7.4.3 Either party to the grievance shall have the right to request a  
305 personal conference with the other party.

306 7.4.4 The immediate supervisor shall communicate his/her decision to  
307 the employee in writing within ten (10) working days after  
308 receiving the grievance.

309 7.5 **Level 2 - District Level Administrator**

310 7.5.1 A unit member may appeal, in writing, the decision from Level 1  
311 to the Assistant Superintendent of Human Resources within ten  
312 (10) working days after receiving it.

313 7.5.2 This statement shall be a clear, concise statement of the  
314 grievance; the circumstances on which the grievance is based;  
315 the people involved, and the remedy sought; an outline of  
316 actions taken to adjust the complaint; and the reasons for the  
317 appeal from the decision.

318 7.5.3 The Assistant Superintendent of Human Resources shall confer  
319 with the unit member and communicate his/her decision to the  
320 grievant in writing, within ten (10) working days of the appeal  
321 date.

322 7.6 **Level 3 - Superintendent**

323 7.6.1 The unit member may appeal the decision from Level 2 to the  
324 Superintendent within ten (10) working days after receiving it  
325 and may request a conference with the Superintendent. A copy  
326 of the appeal shall be furnished to the Assistant Superintendent  
327 of Human Resources who shall forward the grievance appeal to  
328 the Superintendent.



329           7.6.2       If requested, the conference shall be held and the  
330                    Superintendent shall communicate his/her decision to the unit  
331                    member within ten (10) working days of the appeal date. The  
332                    unit member may bring a Union representative to the  
333                    conference.

334    7.7        **Level 4 - Arbitration**

335           7.7.1       If the grievant is not satisfied with the decision at Level 3, or the  
336                    time limits expire without the issuance of the Superintendent's  
337                    written reply, the Union may, within ten (10) working days,  
338                    submit the grievance to arbitration. The parties to the arbitration  
339                    are the Union and the District. The notice of intent to arbitrate  
340                    shall be submitted in writing to the Superintendent and the  
341                    Assistant Superintendent of Human Resources within ten (10)  
342                    working days of the Superintendent's Level 3 decision

343           7.7.2       **Optional Resolution Procedures**

344                    Before the arbitrator is selected, the parties may mutually agree  
345                    to either of the options described in Section 7.6.2.1 or 7.6.2.2 to  
346                    attempt to resolve the grievance without need for the formal  
347                    arbitration provisions described in Section 7.6.3. Before  
348                    proceeding with either option, the parties will agree in writing  
349                    about the specific procedures they will follow under the option  
350                    selected, including, but not limited to the applicable timelines,  
351                    the extent to which the decision by the Grievance Resolution  
352                    Panel or Informal Arbitrator will be binding upon the parties, and  
353                    the procedure for moving the matter to formal arbitration under  
354                    Section 7.6.3, if the optional resolution procedures fail to resolve  
355                    the grievance.

356           7.7.2.1       **Option 1 - Grievance Resolution Panel**

357                    7.7.2.1.1       The parties may mutually agree to  
358                    convene a joint Grievance Resolution  
359                    Panel consisting of two (2)  
360                    representatives selected by the Union  
361                    and two (2) representatives selected by  
362                    the District. The representatives to the  
363                    Grievance Resolution Panel shall not be  
364                    District employees. The cost, if any, for  
365                    these representatives will be borne  
366                    solely by the party appointing the  
367                    representative.

368 7.7.2.1.2 Within thirty (30) days after written  
369 notice of submission to Level 4  
370 (Arbitration) the Grievance Resolution  
371 Panel will convene to hear from the  
372 District and the Union regarding their  
373 respective positions regarding the  
374 grievance appeal. The Panel shall  
375 conduct any investigation into the merits  
376 of the matter that it deems appropriate.

377 7.7.2.1.3 The Grievance Resolution Panel may,  
378 by majority vote, recommend a  
379 resolution of the grievance. If the Panel  
380 is unable to reach a recommended  
381 resolution, the appeal shall be  
382 scheduled for arbitration as set forth in  
383 the written agreement regarding  
384 Optional Resolution Procedures  
385 described in Section 7.6.2 above.

386 7.7.2.2 **Option 2 - Informal Arbitration**

387 The parties may mutually agree to proceed with an  
388 informal arbitration. In an informal arbitration, the  
389 arbitrator selected by the parties will be requested to  
390 hear the matter without a reporter and issue a bench  
391 decision without the submission of briefs or lengthy  
392 deliberations. If the parties mutually agree to use  
393 informal arbitration, they shall mutually agree upon an  
394 arbitrator, within ten (10) working days after written  
395 notice of submission to Level 4 (Arbitration).

396 7.8.3 **Formal Arbitration**

397 7.8.3.1 **Selection of the Arbitrator**

398 7.8.3.1.1 Within ten (10) working days after  
399 written notice of submission to Level 4  
400 (Arbitration), or within the alternate  
401 timelines specified by the parties  
402 pursuant to Section 7.6.2, the Union and  
403 the Superintendent will agree on a  
404 mutually acceptable arbitrator  
405 competent in the area of the grievance  
406 and will obtain a commitment from said  
407 arbitrator serve.

- 408 7.8.3.1.2 If the parties do not reach agreement  
409 regarding the selection of an arbitrator,  
410 the parties will request that the  
411 California State Conciliation Service or  
412 the American Arbitration Association  
413 supply a list of arbitrators. Thereafter,  
414 the parties shall select the arbitrator  
415 from the list by each party alternately  
416 striking a name, until one name  
417 remains. The party striking first shall be  
418 determined by a flip of a coin.
- 419 7.8.3.1.3 The District and the grievant will share  
420 equally the payment of the services and  
421 expenses of the arbitrator.
- 422 7.8.3.1.4 At the request of either party, a certified  
423 shorthand reporter shall be employed to  
424 personally record verbatim the entire  
425 hearing. The parties shall share equally  
426 the cost of the reporter. If either party  
427 desires a transcript, that party shall pay  
428 the cost of the transcript.
- 429 7.8.3.2 **Functions Of The Arbitrator**
- 430 7.8.3.2.1 To hold a hearing concerning the  
431 grievance.
- 432 7.8.3.2.2 To render a written decision to the  
433 Union and the District.
- 434 7.8.3.3 **Powers and Limitations of the Arbitrator**
- 435 7.8.3.3.1 The arbitrator shall consider only those  
436 issues which have been properly carried  
437 through all prior steps of the Grievance  
438 Procedure.
- 439 7.8.3.3.2 The arbitrator shall afford the District  
440 and the Union, a reasonable opportunity  
441 to present evidence, witnesses, and  
442 arguments.
- 443 7.8.3.3.3 The jurisdiction of the arbitrator shall be  
444 confined to a determination of the facts  
445 and interpretation of the provisions of  
446 this Agreement.

- 447 7.8.3.3.4 The arbitrator shall have no authority to  
448 interpret any state or federal law when  
449 the compliance or non-compliance  
450 therewith might be involved in the  
451 consideration of the grievance or to  
452 award punitive damages.
- 453 7.8.3.3.5 The arbitrator's decision shall be final  
454 and binding, except that awards equal to  
455 or greater than \$200,000 shall be  
456 advisory decisions to the Board of  
457 Trustees.
- 458 7.8.3.4 **Advisory Decision**
- 459 7.8.3.4.1 The Board of Trustees shall consider  
460 the advisory decision of the arbitrator at  
461 its next scheduled meeting. The Board  
462 of Trustees, at its option, shall accept,  
463 modify or reject the arbitrator's decision.  
464 In the event the Board of Trustees takes  
465 no action within ten (10) days of the  
466 meeting, the decision of the arbitrator  
467 shall be the decision of the Board of  
468 Trustees. If the Board of Trustees  
469 elects to modify or reject the decision of  
470 the arbitrator, the grievant may request  
471 a hearing for the next regular meeting of  
472 the Board of Trustees.
- 473 7.8.3.4.2 The decision of the Board of Trustees  
474 shall be binding to the extent that no  
475 rights of the aggrieved to further legal  
476 action are abrogated.

477 **ARTICLE 8: COMPENSATION AND BENEFITS**

478 8.1 **Salary**

479 **2019-2020 Salary Schedule Increase**

480 Effective July 1, 2019, the existing salary schedule for 2018-2019 will be  
481 increased by 3.5%. This revised salary schedule shall be attached to this  
482 Agreement as Appendix A-1.

483 **2018-2019 Salary Schedule Increase**

484 Effective July 1, 2018, the 2017-2018 salary schedule will be increased by  
485 two and one-half percent (2.5%). This revised 2018-2019 salary schedule  
486 shall be attached to this Agreement as Appendix A-2.

487 8.2 **Health and Welfare Benefits**

488 The District will make available medical, vision and dental insurance  
489 programs and will contribute toward premiums for these insurance  
490 programs as described below.

491 8.2.1 **Medical Premiums**

492 For the 2013-2014 year, medical benefits will be provided by  
493 participation in the CalPERS Health Benefits Program in  
494 accordance with the Public Employees' Medical And Hospital  
495 Care Act (PEMHCA). Unit members may choose any one of the  
496 plans offered by CalPERS, and must comply with all applicable  
497 rules and regulations of the CalPERS Health Benefits Program  
498 and PEMHCA. The District shall make contributions toward  
499 CalPERS medical premiums for unit members as described  
500 below:

501 8.2.1.1 **District Basic Contribution For Medical Premiums**

502 PEMHCA (California Government Code Section  
503 22892) requires the District to make minimum  
504 contributions for both unit members and annuitants.  
505 This minimum contribution is referred to in this Article  
506 as the "District Basic Contribution." Effective January  
507 1, 2014, the District Basic Contribution is \$119 per  
508 month per eligible full-time unit member (four hours or  
509 more) for an approved CalPERS health plan option.  
510 The District Basic Contribution will increase thereafter  
511 will as required by law. This District Basic  
512 Contribution is required only to the extent that it is  
513 mandated by law and only as long as the District  
514 participates in the PEMHCA plan.

515  
516

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

517  
518  
519  
520  
521  
522  
523  
524

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

525  
526  
527

- For unit members enrolled in employee only medical benefits plans: \$617.

528  
529  
530

- For unit members enrolled in two-party medical benefits plans: \$1,209.

531  
532

- For unit members enrolled in family medical benefits plans: \$1,493.

533  
534  
535

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

536  
537  
538  
539  
540  
541  
542

8.2.1.2.2 The District will provide to each eligible full-time unit member a supplemental monthly contribution toward the costs of the medical plans that when added to the district Basic Contribution in Section 8.2.1.1 will not exceed the following monthly amounts.

543  
544  
545

- For unit members enrolled in employee only medical benefits plans: \$792.

546  
547  
548

- For unit members enrolled in two-party medical benefits plans: \$1,559.

549  
550

- For unit members enrolled in family medical benefits plans: \$1,986.

551  
552  
553

This change in contribution will take effect as of the first day of the month following the date of Board approval

554 of the successor collective  
555 bargaining agreement.

556 8.2.1.2.3 Beginning on the date the Governing  
557 Board approves this revised agreement,  
558 the District will provide to each eligible  
559 full-time unit member a supplemental  
560 monthly contribution toward the costs of  
561 the medical plans that when added to  
562 the District Basic Contribution in Section  
563 8.2.1.1 will not exceed the following  
564 monthly amounts.

565 • For unit members enrolled in  
566 employee only medical benefits  
567 plans: \$661.

568 • For unit members enrolled in two-  
569 party medical benefits plans:  
570 \$1,347.

571 • For unit members enrolled in family  
572 medical benefits plans: \$1,747.

573 8.2.1.2.4 Notwithstanding Subsections 8.2.1.2  
574 and 8.4.2, for each part-time unit  
575 member working at least four hours per  
576 day whose regular total part-time  
577 assignment on June 1, 2010 was at  
578 least four hours per day, the District will  
579 continue to provide supplemental  
580 monthly contributions toward the costs  
581 of the medical plans that when added to  
582 the District Basic Contribution in Section  
583 8.2.1.1 will not exceed the greater of  
584 \$1,075 per month or the applicable plan  
585 cap listed in Section 8.2.1.2, pro-rated  
586 pursuant to Section 8.4.2.

587 8.2.1.2.5 If both spouses are full-time unit  
588 members, the total District contribution  
589 (District Basic Contribution added to the  
590 District Supplemental Contribution), to  
591 medical premiums for both unit  
592 members, shall not exceed the Kaiser  
593 family premium.

594 **8.3 Dental and Vision Premiums**

595 Until the Joint Powers Authority (JPA) through which the District secures  
596 its dental insurance moves away from the composite rate and into a tiered  
597 dental insurance premium plan, the District will pay the cost of the dental  
598 and vision insurance premiums, up to the combined total of the Delta  
599 Dental composite rate and the Vision Services composite rate for full-time  
600 employees. All eligible unit members working at least 0.5 FTE are  
601 required to participate in dental and vision programs. Effective on the date  
602 that the JPA moves to the tiered dental insurance plan, the District will  
603 pay, for each full-time unit member, the full cost of vision insurance  
604 premiums and the cost of the dental insurance premiums in an amount up  
605 to the full cost of premiums for the JPA's Delta Dental "High Plan" for the  
606 tier in which the unit member is enrolled (single/two-party/family) as  
607 authorized by the JPA. Unit members may elect to enroll in the Delta  
608 dental "Premium Plan," as allowed by the JPA, and shall be responsible to  
609 pay any premium cost above the "High Plan" premiums for the tier in  
610 which the unit member is enrolled. Any additional premium costs shall be  
611 deducted from the unit members' paychecks.

612 **8.4 Part-Time Unit Members**

613 8.4.1 Unit members must work at least 0.50 FTE to participate in the  
614 District's medical, dental, and vision programs, and to receive  
615 District premium contributions.

616 8.4.2 The District's medical, dental, and vision premium contributions  
617 for part-time unit members shall be prorated based on the ratio  
618 of the time employed compared to a full-time unit member in the  
619 same job classification.

620 8.4.3 Part-time unit members regularly assigned to work part-time for  
621 at least four hours per day on June 1, 2010, shall be provided  
622 medical, dental and vision benefits contributions equal to the  
623 greater of (1) \$1075 per month for medical benefits plus fully  
624 paid dental and vision benefits, or (2) medical, dental and vision  
625 benefits contributions provided pursuant to Sections 8.2 and 8.3  
626 pro-rated as specified in Section 8.4.2.



627 8.5 **Domestic Partners**

628 The District will provide health benefits for qualified domestic partners of  
629 bargaining unit members to the same extent, and subject to the same  
630 terms and conditions, as health benefits are available to dependents of  
631 unit members under this Agreement. This coverage is conditioned upon  
632 the domestic partner meeting all the criteria of California Family Code  
633 Section 297, and upon the unit member presenting the District with proof  
634 that a valid declaration of domestic partnership has been filed pursuant to  
635 the above Family Code section or with any local agency registering  
636 domestic partnership.

637 8.6 **Retiree Medical Benefits**

638 8.6.1 For retired unit members hired on or after July 1, 2007, the  
639 District shall provide only the District Basic Contribution toward  
640 medical premiums set forth in Section 8.2.1.1. This District  
641 Basic Contribution shall be required only to the extent required  
642 by law, and only as long as the District participates in the  
643 PEMHCA plan.

644 8.6.2 For unit members hired before July 1, 2007, and retiring on or  
645 after July 1, 2008, the District shall provide unit members  
646 retiring at age 55 or older, fringe benefits premium contributions  
647 according to the following schedule:

648 8.6.2.1 The District Basic Contribution required by Section  
649 8.2.1.1 and Government Code Section 22892.

650 8.6.2.2 In addition to the District Basic Contribution, for retired  
651 unit members with at least 15 and up to 20 years of  
652 District service, the District shall provide an amount  
653 for unit member coverage only that, when added to  
654 the District Basic Contribution required by Section  
655 8.2.1.1, will not exceed the Kaiser single party rate in  
656 effect on the date the unit member's retirement  
657 becomes effective. This rate cap shall be increased  
658 by 5% on January 1 of the first year after the effective  
659 date of the unit member's retirement, and shall be  
660 increased by an additional 5% on January 1, of the  
661 second year after the effective date of the unit  
662 member's retirement.

663 8.6.2.3 In addition to the District Basic Contribution, for retired  
664 unit members with at least 20 and up to 30 years of  
665 District service, the District shall provide dental and  
666 vision coverage and an amount for unit member only  
667 medical coverage that, when added to the District  
668 Basic Contribution required by Section 8.2.1.1, will not

669 exceed the Kaiser single party rate in effect on the  
670 date the unit member's retirement becomes effective.  
671 This rate cap shall be increased by 5% on January 1  
672 of the first year after the effective date of the unit  
673 member's retirement, and shall be increased by an  
674 additional 5% on January 1 of the second year after  
675 the effective date of the unit member's retirement.

676 8.6.2.4 In addition to the District Basic Contribution, for retired  
677 unit members with 30 years or more of District  
678 service, the District shall provide premiums for unit  
679 members only dental and vision coverage and an  
680 amount for unit member only medical coverage that,  
681 when added to the District Basic Contribution required  
682 by Section 8.2.1.1, will not exceed a dollar amount  
683 equal to the Kaiser two-party rate, in effect on the  
684 date the unit member's retirement becomes effective.

685 8.6.4 For unit members hired before July 1, 2007, and retiring before  
686 July 1, 2008, the District shall provide unit members retiring at  
687 the age of 55 or older, fringe benefits premium contributions  
688 according to the following schedule:

689 8.6.4.1 The District Basic Contribution required by Section  
690 8.2.1.1 and Government Code Section 22892.

691 8.6.4.2 In addition to the District Basic Contribution, for retired  
692 unit members with at least 15 and up to 20 years of  
693 District service, the District shall provide an amount  
694 for unit member coverage only that, when added to  
695 the District Basic Contribution required by Section  
696 8.2.1.1, will not exceed the Kaiser single party rate.

697 8.6.4.3 In addition to the District Basic Contribution, for retired  
698 unit members with at least 20 and up to 30 years of  
699 District service, the District shall provide premiums for  
700 dental and vision coverage and an amount for unit  
701 member only medical coverage that, when added to  
702 the District Basic Contribution required by Section  
703 8.2.1.1, will not exceed the Kaiser single party rate.

704 8.6.4.4 In addition to the District Basic Contribution for retired  
705 unit members with 30 or more years of District  
706 service, the District shall provide premiums for dental  
707 and vision coverage and an amount for the retiree  
708 and spouse or domestic partner coverage that, when  
709 added to the District Basic Contribution required by  
710 Section 8.2.1.1, will not exceed the Kaiser two-party  
711 rate.

712 8.6.5 The years of service described in Sections 8.5.3 and 8.5.4 must  
713 be as a unit member in the Berryessa Union School District.

714 8.6.6 The payment of any premiums required under the provisions of  
715 Section 8.5 will continue until the unit member retiree is eligible  
716 for Medicare or reaches the age of 65, whichever event occurs  
717 first. When the unit member retiree is eligible for Medicare or  
718 reaches the age of 65 (whichever occurs first), the unit member  
719 retiree shall be eligible only for the District Basic Contribution as  
720 required by Section 8.2.1.1 and Government Code Section  
721 22892, and only to the extent that such contribution is required  
722 by law.

723 8.6.7 To be eligible for retiree medical benefits under this Section 8.5,  
724 the unit member must have been on paid status in the District or  
725 on approved leave at the time of retirement and comply with all  
726 applicable rules and requirements for eligibility and participation  
727 in retiree medical benefits through CalPERS, including, but not  
728 limited to the requirement that the unit member retire under  
729 CalPERS, and that the unit member must have been enrolled in  
730 a CalPERS health plan as an active employee at the time of  
731 retirement.

732 8.6.8 In lieu of any fringe benefits for those qualifying, a unit member  
733 with 20 or more years of Berryessa Union School District  
734 service may elect to receive a one-time payment calculated on  
735 \$500 per each year of District service, up to a maximum of  
736 \$15,000.

737 8.7 **Longevity**

738 8.7.1 Employees hired prior to the start of the 1976-77 fiscal year  
739 shall be given longevity service credit toward longevity bonus for  
740 less than four (4) hours a day service achieved prior to the  
741 1976-77 fiscal year.

742 8.7.2 For periods worked subsequent to the start of the 1976-77 fiscal  
743 year, employees shall be given longevity service credit only for  
744 service of four (4) hours per day or more and at least 75% of the  
745 total work year.

746 8.7.3 Eligible unit members (4 hours or more) will receive longevity  
747 steps on July 1 as follows:

|     |  |                             |
|-----|--|-----------------------------|
| 748 | Beginning of the 7 <sup>th</sup> consecutive year  | 4% increase in base salary  |
| 749 | Beginning of the 12 <sup>th</sup> consecutive year | 7% increase in base salary  |
| 750 | Beginning of the 17 <sup>th</sup> consecutive year | 10% increase in base salary |
| 751 | Beginning of the 21 <sup>st</sup> consecutive year | 13% increase in base salary |

752 Beginning of the 25<sup>th</sup> consecutive year 16% increase in base salary

753 This additional step takes effect for unit members beginning their 25<sup>th</sup>  
754 consecutive year on or after the date of Board approval of the successor  
755 collective bargaining agreement. The application of this longevity increase  
756 shall be prospectively only, and not retroactive.

757 8.7.4 A permanent employee who voluntarily resigns from a permanent  
758 classified position with the District and is reinstated or reemployed  
759 by the District within 39 months after the resignation shall be  
760 eligible to have all years worked (as defined in Sections 8.7.1 and  
761 8.7.2) counted for longevity without regard to the break in service.  
762 This Section 8.7.4 applies only to unit members reinstated or  
763 reemployed on or after July 1, 2014.  
764

765 8.7.5 Employees with breaks in service shall be eligible to have all  
766 years worked (as defined in Sections 8.7.1 and 8.7.2) counted  
767 for longevity, effective November 1, 2001. This Section 8.7.5  
768 shall apply only to unit members reinstated or reemployed  
769 before July 1, 2014.

770 8.7.6 Effective July 1, 2015, one year of longevity credit shall be  
771 restored for each unit member whose longevity credit was  
772 frozen effective August 1, 2010 pursuant to Section 8.9 of the  
773 Negotiated Agreement between the District and Teamsters  
774 Local 150 in effect for the 2010-2011 year, and who had not  
775 reached the maximum longevity credit on or before July 1, 2015.  
776 Before this section is implemented, the District and Teamsters  
777 will agree upon a list of unit members affected by the 2010-11  
778 longevity credit freeze who will receive a longevity adjustment  
779 pursuant to this Section 8.7.6 effective on July 1, 2015. This  
780 determination shall not be subject to the grievance provisions of  
781 Article 7. Any unit member who believes the longevity  
782 determination is in error must notify the District of the alleged  
783 error no later than May 27, 2016. The District and Union will  
784 meet to consider and resolve the unit member's claim within  
785 thirty (30) days of receipt.

786 8.8 **Step Increases**

787 All eligible unit members will receive a step increase commencing in the  
788 month following the anniversary date of hire.  
789

790 Effective July 1, 2015, the step increase will be restored for any unit  
791 member(s) below step 6 on July 1, 2015 as a result of step freeze that  
792 was effective August 1, 2010 pursuant to Section 8.9 of the Negotiated  
793 Agreement between the District and Teamsters Local 150 in effect for the  
794 2010-2011 year. Before this section is implemented, the District and

795 Teamsters will agree upon a list of the unit member(s) affected by the  
796 2010-11 step freeze who had not attained the maximum step placement  
797 (step 6) by July 1, 2015. This determination shall not be subject to the  
798 grievance provisions of Article 7. Any unit member who believes the step  
799 change determination is in error must notify the District of the alleged error  
800 no later than May 27, 2016. The District and Union will meet to consider  
801 and resolve the unit member's claim within thirty (30) days of receipt.  
802

803 **8.9 Shift Differential**

804 A full-time unit member shall receive a five percent (5%) shift differential  
805 above the regular rate of pay for all hours worked after 3 p.m. provided  
806 that such employee's regular work shift schedule consists of a least five  
807 (5) hours per day after 3:00 p.m. Part-time employees whose regular  
808 work shift is entirely scheduled after 3:00 p.m. shall receive a five percent  
809 (5%) shift differential above the regular rate of pay.

810 **8.10 Middle School Custodian Differential**

811 Beginning July 1, 2016, each full-time custodian assigned to a middle  
812 school shall receive a five percent (5%) differential above the regular rate  
813 of pay for the custodian classification

814  
815 **8.11 Professional Growth**

816 **8.11.1 Establishment of Professional Growth Committee**

817 The President of the majority classified organization shall  
818 appoint a Professional Growth Chairperson for a one-(1) year  
819 term. Three (3) committee members shall be chosen by the  
820 affected units (CSEA, Teamsters, and Classified Confidential  
821 Management Team). It shall be up to the units to decide on  
822 their selection process, with one (1) administrative staff  
823 member, the Superintendent or designee, for a total of five (5)  
824 members.

825 **8.11.2 Duties of the Committee**

826 Committee members will review requests for Professional  
827 Growth, for their respective bargaining units. The Committee  
828 will review Professional Growth applications in accordance with  
829 Section 8.11.5.4 below.

830 **8.11.3 Professional Growth Requirements**

831 Professional Growth increments may be earned by completing  
832 nine (9) units of work in community college, accredited  
833 university or college or Adult Education (including seminars,

834 trade classes and workshops). Professional Growth Increments  
835 will be paid at \$250 per increment paid in a lump sum on  
836 November 30. All unit members shall be eligible to participate in  
837 the Professional Growth program.

838 8.11.4 **Unit Evaluation Requirements**

839 8.11.4.1 All units approved and earned, must be job related  
840 and/or a course that provides a direct benefit to the  
841 District. Credit may be granted only for courses  
842 completed beginning after employment with the  
843 Berryessa Union School District. Courses submitted  
844 for credit must be approved as stated in Section  
845 8.11.5 prior to beginning classes.

846 8.11.4.2 One (1) unit (or one semester) normally represents  
847 one (1) hour per week during one (1) semester in  
848 lecture or recitation work with necessary preparation  
849 time, or three (3) hours per week in laboratory or  
850 other work not requiring homework or other  
851 preparation.

852 8.11.4.3 Credit for classes in adult education or other  
853 approved education experience (including seminars,  
854 trade classes, and workshops) will be granted as  
855 follows:

| Total Hours Adult Education<br>(including seminars, trade classes<br>and workshops) | Absences<br>Permitted | Professional<br>Growth Units<br>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                                    |

856 8.11.4.4 Credit for adult education courses, seminars, trade  
857 classes, and/or workshops that are less than five  
858 hours in length may be combined in order to earn  
859 professional growth units and increments.

860 8.11.4.5 In order to receive credit for the course, all employees  
861 taking courses in adult education must obtain a  
862 satisfactory grade and follow the attendance schedule  
863 (see absences permitted). Courses may only be  
864 repeated if the employee fails the course. Credit for  
865 District units may be carried into the succeeding  
866 school year.

- 867 8.11.4.6 Professional growth credit will not be granted for  
868 courses, seminars, and/or workshops paid for by the  
869 District or attended on District time.
- 870 8.11.5 **Procedures**
- 871 8.11.5.1 Applicants for Professional Growth obtain the  
872 application form from the office of Human Resources.  
873 Applicants shall fill out the form completely and obtain  
874 the immediate supervisor's signature.
- 875 8.11.5.2 Applicants shall submit the signed form to the Human  
876 Resources office. Upon receipt, Human Resources  
877 shall distribute applications to the Teamsters  
878 Professional Growth Committee Member
- 879 8.11.5.3 The Teamsters Committee Member shall indicate on  
880 the application that they approve or deny the request,  
881 and shall submit the application to the Assistant  
882 Superintendent of Human Resources for approval  
883 within five (5) work days. The Assistant  
884 Superintendent of Human Resources shall indicate on  
885 the application form that they approve or deny the  
886 request within five (5) work days of receipt of the  
887 application. If both the Teamsters Committee  
888 Member and the Assistant Superintendent of Human  
889 Resources approve the request, the application is  
890 considered complete and the applicant may begin  
891 approved courses. If both deny the request, the  
892 application is considered complete and the application  
893 is denied.
- 894 8.11.5.4 If there is disagreement between the Teamster  
895 Committee Member and the Assistant Superintendent  
896 of Human Resources, the application shall be  
897 forwarded to the Professional Growth Committee  
898 Chairperson for committee review within five (5) work  
899 days. The Committee shall vote to approve or deny  
900 the application. The decision of the Professional  
901 Growth Committee is final.
- 902 8.11.5.5 It is the responsibility of the applicant to apply for  
903 Professional Growth Credit and verify completion of  
904 course work with Human Resources. An official  
905 transcript, verified grade card, instructor's signed  
906 statement, or signed certificate of completion covering  
907 work completed shall be filed by the applicant with  
908 Human Resources within three (3) months of  
909 completing the class.



910 8.12 **Public Employee’s Retirement System (PERS) Payments For Unit**  
911 **Members Employed By The District Before January 1, 2013 And**  
912 **“Classic” PERS Members**

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

918 Pursuant to Government Code Section 7522.04(f), effective January 1,  
919 2013, the District shall not pay any required member contributions for unit  
920 members employed by the District on or after January 1, 2013 who are  
921 “new members” as defined by law and any related CalPERS rules and  
922 regulations.

923 8.13 **Private Disability**

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

926 **ARTICLE 9: PROBATION AND EVALUATION**

927 9.1 **Newly Hired Unit Member And Lateral Transfers**

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

932 Newly hired probationary unit members shall be evaluated by their  
933 immediate supervisor during the third and sixth months of employment.

934 9.2 **Permanent Unit Members**

935 Permanent unit members shall be evaluated every other year by June 1,  
936 and may be evaluated yearly at the evaluator's discretion. Permanent unit  
937 members laterally transferred must be evaluated by their new supervisor  
938 during the first year of reassignment by June 1. Copies of the written  
939 evaluation reports will be made available to the individuals who are the  
940 subjects of the reports.

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

947 9.3 **Promoted Unit Members**

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

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

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

957 **ARTICLE 10: TRANSFERS AND ADVANCEMENT**

958 10.1 **Filing Vacancies**

959 In the event a vacancy becomes available in the District, the order for  
960 filling vacancy shall be determined as set forth in section 10.1.1 and  
961 10.1.3.

962 10.1.1 **Current Bargaining Unit Members**

963 Seniority = hire date into the District

964 The selection criteria shall be training, skills, and previous  
965 experience. If training skills and previous experience are equal,  
966 seniority will be the determining factor.

967 Current bargaining unit members shall be considered before  
968 outside applicants are considered.

969 10.1.2 **Posting of Vacancies**

970 The vacancy will be posted for a minimum of six (6) working  
971 days. All vacancies will be posted at each District job site. The  
972 vacancy notice shall include: the job title, brief description of  
973 duties, the assigned work site (and any notice of preliminary  
974 location within the assigned site), the number of hours per  
975 week, the salary range, the date of the posting, the closing date  
976 for applications, and a statement of the selection criteria. A job  
977 description shall be provided by Human Resources upon  
978 Request.

979 Any unit member interested in a vacant position must apply for  
980 the vacancy. Human Resources shall send a job posting to the  
981 Chief Steward and the steward for the classification of the  
982 posting. The steward will have to the end of the posting period  
983 to submit to Human Resources any additional information for  
984 use in the screening of candidates.

985 10.1.3 **Outside Candidates**

986 Supervisors shall receive applications from current unit  
987 members first. If all applications from current unit members are  
988 rejected, Human Resources will consider outside candidates.

989 10.2 **Failure To Complete Promotional Probation**

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

994 10.3 **Administrative Transfer**

995 10.3.1 **Definition**

996 An administrative transfer is a District-initiated movement of an  
997 employee from one work site to another work site within the  
998 same classification or within the same salary range that is non-  
999 promotional in nature.

1000 10.3.2 **Transfer**

1001 An administrative transfer may be initiated by the District at any  
1002 time such transfer is in the District's best interest based on  
1003 work-related needs. The unit member affected by such transfer  
1004 and the Union shall be given notice as soon as possible. The  
1005 unit member shall be afforded the opportunity to meet with the  
1006 District regarding the transfer.

1007 10.3.3 **Accommodation For Disability**

1008 The District may also administratively transfer a unit member or  
1009 unit members, if the transfer is necessary to accommodate an  
1010 individual with a qualified disability under the Americans with  
1011 Disabilities Act or the parallel California statute. This provision  
1012 is not grievable.

1013 10.3.4 **District Reorganization**

1014 The District shall consult with the Union in advance of  
1015 implementing any reorganization that may cause the transfer of  
1016 unit members.

1017 10.4 **Substitute Service While Filling Vacancy**

1018 If the District is engaged in the process of hiring a permanent employee to  
1019 fill a vacancy in any unit position, the District may fill the vacancy through  
1020 the employment of one or more substitutes for not more than sixty (60)  
1021 calendar days. If the position remains unfilled after sixty (60) calendar  
1022 days, the District shall consult with the Union concerning the difficulties in  
1023 the filling of the position. The Union may grant an extension for an  
1024 additional thirty (30) work days.

1025 10.5 **Part-Time Unit Members Working As Substitutes**

1026 10.5.1 Part-time unit members may act as substitutes or may assume  
1027 short-term positions in those hours that they are not regularly  
1028 employed. To be considered, the unit member must place  
1029 his/her name on a District list, the unit member must be  
1030 qualified, and the extra work may be assigned without  
1031 administrative difficulties.

1032 10.5.2 The unit member's status in these positions remains short term  
1033 or that of a substitute. The unit member does not accrue  
1034 seniority or gain hours for benefit eligibility. The pay rate will be  
1035 in accordance with the rate applicable to the classification in  
1036 which the unit member is serving as a substitute.

1037 10.6 **Promotional Pay**

1038 When a unit member is promoted to a higher classification, the unit  
1039 member will be entitled to placement in the appropriate range and step  
1040 that provides no less than a five percent (5%) increase.

1041 **ARTICLE 11: LEAVE PROVISIONS**

1042 11.1 **Release Time**

1043 Released time without loss of compensation shall be granted to two Union  
1044 designated delegates to attend the actual days the Teamsters Union  
1045 annual conference is in session. The Union shall provide the District with  
1046 thirty (30) days written notice of the names of the two delegates that are  
1047 entitled to receive released time.

1048 11.2 **Sick Leave**

1049 11.2.1 An employee who is absent for any reason must report by  
1050 telephone to the employee's department head on the first day of  
1051 such absence, unless prior approval has been obtained. Failure  
1052 to report an absence is considered a serious offense and  
1053 continual failure to submit such a report will be considered  
1054 grounds for dismissal.

1055 11.2.2 Whenever an illness/injury causes absence of five or more  
1056 consecutive days, the employee shall provide to the Assistant  
1057 Superintendent of Human Resources a written statement from a  
1058 physician certifying that the physician has determined the nature  
1059 of the illness/injury, and that it renders the unit member unable  
1060 to work. However, in the event of habitual absences, the District  
1061 may require a physician certifying that the physician after an  
1062 absence of three or more consecutive days. The physician's  
1063 statement shall be specific as to the expected duration of the  
1064 unit member's absence due to the illness/injury. At reasonable  
1065 intervals thereafter, the District may require from the employee  
1066 additional written statements by a physician certifying the  
1067 continuing inability to work.

1068 11.2.3 In the event of a scheduled sick leave absence (surgery,  
1069 childbirth, etc.) the employee shall notify Human Resources in  
1070 writing of the anticipated absence. Such notification shall  
1071 include the anticipated beginning and ending dates of the leave.

1072 11.2.4 Whenever possible, such notification shall be provided at least  
1073 twenty (20) working days prior to the scheduled absence.

1074 11.2.5 Definition: Sick Leave is defined as the authorized absence  
1075 from duty of an employee because of:

1076 11.2.5.1 The employee's own illness or injury not covered by  
1077 Worker's Compensation.

1078 11.2.5.2 The employee's dental, eye and other physical or  
1079 medical examination or treatment by a licensed  
1080 practitioner.

1081 11.3 **Paid Sick Leave**

1082 11.3.1 Regular classified bargaining unit employees shall earn paid  
1083 sick leave in accordance with the provisions of the Education  
1084 Code (Section 45191). Unused sick leave may be accumulated  
1085 without limit.

1086 11.3.2 At the beginning of each fiscal year, the number of sick leave  
1087 days of the employee shall be increased by the number of days  
1088 of paid sick leave which the employee would normally earn in  
1089 the ensuing fiscal year. An employee's number of sick leave  
1090 days shall be adjusted if a change of assignment alters the  
1091 amount of sick leave earnable.

1092 11.3.3 Sick leave may be taken at any time, provided that new  
1093 employees shall not be eligible to use more than six (6) days of  
1094 paid sick leave until the first day of the calendar month after  
1095 completion of six (6) months active service with the District.

1096 11.3.4 Pay for any day of sick leave shall be based upon the same  
1097 hours, exclusive of premium hours the employee was scheduled  
1098 to work and would have worked that day but shall not be paid  
1099 for less than the employee's assigned hours. When an  
1100 employee's sick pay exceeds his/her normally or averaged  
1101 hours, the difference shall be deducted from the employee's  
1102 sick leave account in increments equal to that overage.

1103 11.3.5 Sick leave absence shall be deducted in one-hour increments of  
1104 earned sick leave. Such leaves of one (1) hour or less shall be  
1105 equal to one hour. In order to receive compensation while  
1106 absent on sick leave, the employee must notify the supervisor of  
1107 the employee's absence at least one (1) hour before the  
1108 beginning of the working day on the first day absent, unless  
1109 conditions make notification impossible. The burden of proof of  
1110 impossible conditions shall be upon the employee.

1111 11.3.6 At least one (1) day prior to the employee's expected return to  
1112 work, the employee shall notify the supervisor in order that any  
1113 substitute may be terminated. If the employee fails to notify the  
1114 supervisor and both the employee and the substitute report, the  
1115 substitute is entitled to the assignment, and the employee shall  
1116 not work on that day.

1117 11.3.7 Employees have the option to verify prior sick leave credit and  
1118 request adjustments. The Payroll Department shall maintain  
1119 records of sick leave utilization and balance.

1120 11.4 **Labor Code Section 233 Sick Leave Use (Formerly “Kin-Care”)**

1121 11.4.1 To the extent required by California Labor Code Section 233, in  
1122 any fiscal year, a unit member may use up to a maximum of  
1123 one-half (1/2) of the days of sick leave that are credited to the  
1124 unit member in one (1) year pursuant to Section 11.3.1 and  
1125 Education Code Section 45191 for the reasons stated in Labor  
1126 Code Section 246.5, including the following:

1127 11.4.1.1 Diagnosis, care, or treatment of an existing health  
1128 condition of, or preventive care for the unit member's  
1129 child, parent, spouse, registered domestic partner,  
1130 parent-in-law, grandparent, grandchild, or sibling; or

1131 11.4.1.2 For a unit member who is a victim of domestic  
1132 violence, sexual assault, or stalking, the purposes  
1133 described in Labor Code Sections 230(c) and 230.1  
1134 (a).

1135 11.4.2 For purposes of this Section 11.4, “child” means a biological,  
1136 foster, or adopted child, a stepchild, a legal ward, a child of a  
1137 domestic partner, or a child to whom the unit member stands in  
1138 loco parents (regardless of the age or dependency status of the  
1139 child); and “parent” means a biological, foster, or adoptive  
1140 parent, stepparent, or legal guardian of the unit member or the  
1141 unit member’s spouse or registered domestic partner, or a  
1142 person who stood in loco parentis when the unit member was a  
1143 minor child.

1144 11.4.3 This Section 11.4 does not extend the maximum period of leave  
1145 to which a unit member is entitled under the Family and Medical  
1146 Leave Act of 1993) (29 U.S.C. Section 2606 et. seq.), the  
1147 California Family Rights Act (Government Code Section  
1148 12945.2), and District policies implementing these Acts,  
1149 regardless of whether the unit member receives sick leave  
1150 compensation during those leaves.

1151 11.5 **Additional Sick Leave**

1152 11.5.1 After expiration of paid sick leave, an employee who is ill or  
1153 injured may, upon request, use accumulated vacation to avoid  
1154 leave without pay.



1155 11.5.2 After all paid leave and vacation time are exhausted, a unit  
1156 member shall receive the difference between the employee's  
1157 salary and that actually paid a substitute for a period of time, not  
1158 to exceed five (5) calendar months from the first day of the  
1159 extended illness or injury.

1160 11.5.3 The District shall not deduct substitute pay unless a substitute is  
1161 actually performing the absent employee's duties or those of  
1162 another employee in order that the other employee may perform  
1163 the duties of the absent employee.

1164 11.6 **Termination of Sick Leave**

1165 11.6.1 An employee who has been placed on paid or unpaid sick leave  
1166 may return to duty at any time during the leave, provided that  
1167 the employee is able to resume the assigned duties, and if the  
1168 leave has been for more than 20 working days, provided that  
1169 the employee has notified the District of the employee's return  
1170 at least one (1) working day in advance.

1171 11.6.2 If, at the conclusion of all sick leave and additional leave, paid or  
1172 unpaid, the employee is still unable to return to active  
1173 employment, the employee will be placed on a re-employment  
1174 list for a period of 39 months in the same manner as if the  
1175 employee were laid off for lack of work or lack of funds.

1176 11.7 **Industrial Accident and Illness Leave**

1177 11.7.1 Permanent Classified Bargaining Unit employees shall be  
1178 granted industrial accident leave or illness leave in accordance  
1179 with the following regulations:

1180 11.7.1.1 An employee suffering an injury or illness arising out  
1181 of and in the course and scope of his/her employment  
1182 shall be entitled to a leave of sixty (60) working days  
1183 in any one fiscal year for the same accident. This  
1184 leave shall not be accumulated from year to year, and  
1185 when any leave will overlap a fiscal year, the  
1186 employee shall be entitled to only that amount  
1187 remaining at the end of the fiscal year in which the  
1188 injury or illness occurred. Industrial accident or illness  
1189 leave will commence on the first day of absence. If  
1190 within the sixty (60) working day period, an employee  
1191 who is on leave is released by a medical practitioner  
1192 to return to work without restrictions, the employee  
1193 shall assume his/her normal duties on the second  
1194 working day following his/her release.

1195 11.7.1.2 Payment for wages lost on any day shall not, when  
1196 added to an award granted the employee under the  
1197 Worker's Compensation laws of this state, exceed the  
1198 normal wage for the day. The industrial accident or  
1199 illness leave is to be used in lieu of normal sick leave  
1200 benefits. When entitlement to industrial accident or  
1201 illness leave under this section has been exhausted,  
1202 entitlement to other sick leave, vacation or other paid  
1203 leave may be used. If, however, an employee is still  
1204 receiving temporary disability payments under the  
1205 Worker's Compensation laws for this state at the time  
1206 of the exhaustion of benefits under this section,  
1207 he/she shall be entitled to use only so much of his/her  
1208 accumulated and available normal sick leave and  
1209 vacation leave, which when added to the Worker's  
1210 Compensation award, provides for a day's pay at the  
1211 regular rate of pay.

1212 11.7.1.3 During all paid leaves of absence, whether industrial  
1213 accident leave as provided in this section, sick leave,  
1214 vacation, compensated time off or other available  
1215 leave provided by law or the action of a governing  
1216 board, the employee shall endorse to the District  
1217 wage loss benefit check received under the Worker's  
1218 Compensation laws of this state. The District, in turn  
1219 shall issue the employee appropriate warrants for  
1220 payment of wages or salary and shall deduct normal  
1221 retirement and other authorized contributions. When  
1222 all available leaves of absences, paid or unpaid, have  
1223 been exhausted and if the employee is not medically  
1224 able to assume the duties of the position, or the  
1225 employee is not in another position, they shall be  
1226 placed on a re-employment list for a period of 39  
1227 months. When available, during the 39-month period,  
1228 he/she shall be employed, provided the employee is  
1229 medically able, in a vacant position in the  
1230 classification previously held over all other available  
1231 candidates except for re-employment lists established  
1232 because of lack of work or lack of funds, in which  
1233 case he/she shall be listed in accordance with  
1234 appropriate seniority regulations. Any employee  
1235 receiving benefits as a result of this section shall,  
1236 during periods of injury or illness, remain within the  
1237 State of California unless the Board of Trustees  
1238 authorizes travel outside the state.

1239 11.7.1.4 An employee who has been placed on a re-  
1240 employment list, as provided herein, who has been

1241 medically released for return to duty and who fails to  
1242 accept an appropriate assignment, shall be dropped  
1243 from the re-employment list.

1244 11.7.1.5 Employees who are entitled to a leave of absence  
1245 under the Family Medical Leave Act and the Family  
1246 Rights Act may take such leave as long as the  
1247 employee meets the provision of the Act as permitted  
1248 by law and District policy.

1249 11.8 **Bereavement Leave**

1250 Each unit member is entitled to a leave of absence, not to exceed five (5)  
1251 days on account of the death of any member of the employee's immediate  
1252 family. The immediate family is defined as husband, wife, mother, father,  
1253 sister, brother, son, daughter, mother-in-law, father-in-law, grandfather,  
1254 grandmother, son-in-law, daughter-in-law, grandchild of the employee,  
1255 step-parent, step-son, step-daughter, brother-in-law, sister-in-law, or any  
1256 relative of either spouse living in the immediate house of the employee.

1257 11.9 **Paid Parental Leave**

1258 11.9.1 **Definition of Parental Leave**

1259 For the purpose of this Section 11.9, "parental leave" means  
1260 parental leave as defined in Education Code Section 45196.1,  
1261 i.e. leave required by Government Code Section 12945.2  
1262 (CFRA) for reasons of the birth of a child of a unit member, or  
1263 the placement of a child with a unit member in connection with  
1264 the adoption or foster care of the child by the unit member. This  
1265 Section 11.9 shall be interpreted and implemented in  
1266 accordance with the requirement of these laws.

1267 11.9.2 **Eligibility for Parental Leave Differential Pay**

1268 When a unit member has exhausted all available sick leave,  
1269 including all accumulated sick leave, and continues to be absent  
1270 from his or her duties on account of parental leave pursuant to  
1271 Government Code Section 12945.2 for a period of up to twelve  
1272 (12) work weeks whether or not the absence arises out of or in  
1273 the course of the employment of this employee, the amount  
1274 deducted from the salary due the unit member for any of the  
1275 additional twelve (12) work weeks in which the absence occurs  
1276 shall not exceed the sum that is actually paid a substitute  
1277 employee employed to fill the unit member's position during the  
1278 absence.

1279 All of the eligibility requirements for using CFRA leave under  
1280 Government Code Section 12945.2 apply to the use of parental

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leave except, to the extent required by law (Education Code  
Section 45196.1(d), a unit member shall not be required to have  
1,250 hours of service with the District during the previous 12-  
month period in order to be eligible for parental leave difference  
pay.

1286            11.9.3    **Calculation Of Parental Leave**

1287                            For the purposes of this Section 11.9, the following shall apply:

1288            11.9.3.1    The 12-work week period shall be reduced by any  
1289                            period of sick leave, including accumulated sick leave  
1290                            taken during a period of parental leave pursuant to  
1291                            Government Code 12945.2. The 12-work week  
1292                            period of parental leave differential pay runs  
1293                            concurrently with any entitlement to unpaid leave for  
1294                            this purpose under Government Code section  
1295                            12945.2, and the aggregate amount of parental leave  
1296                            taken pursuant to this Section 11.9.3 and Government  
1297                            Code Section 12945.2 shall not exceed 12-work  
1298                            weeks in a 12-month period.

1299            11.9.3.2    A unit member shall not be provided more than one  
1300                            12-work week period per parental leave during any  
1301                            12-month period.

1302            11.9.3.3    The parental leave described in this Section and  
1303                            required by Education Code Section 45196.1 shall be  
1304                            applicable whether or not the absence from duty is by  
1305                            reason of a leave of absence granted by the District's  
1306                            governing board.

1307    11.10 **Sick Leave for Personal Necessity**

1308                            Up to seven (7) days of the sick leave granted annually to unit members  
1309                            as specified in Section 11.3.1 may be used by the employee for reasons  
1310                            of personal necessity.

1311            11.10.1    Business of an emergency or urgent nature, accidents, family  
1312                            illness, court appearances, death, imminent danger to home or  
1313                            personal property, and other unforeseen occurrences that  
1314                            require the unit member's presence are representative of those  
1315                            situations that constitute personal necessity. Personal  
1316                            necessity leave may not be used for purposes other than those  
1317                            described in this Section.

1318            11.10.2    Each unit member may utilize the provisions of this Section to  
1319                            take care of personal business which, under the circumstances,  
1320                            the unit member cannot reasonably be expected to disregard  
1321                            and which requires his/her attention during his/her assigned  
1322                            hours of service.

1323            11.10.3    Prior approval for utilization of personal necessity days is  
1324                            required, except when prior approval is not reasonably possible  
1325                            due to the circumstances of the need for the leave. If the unit

1326 member's immediate supervisor denies the request for Personal  
1327 Necessity Leave, the unit member may appeal the decision to  
1328 the Assistant Superintendent of Human Resources. The unit  
1329 member shall inform his/her supervisor of the general nature of  
1330 the personal necessity, but shall not be required to provide  
1331 personal and private details beyond the information required to  
1332 demonstrate that the leave qualified for personal necessity.  
1333 (Education Code Section 45207)

1334 11.10.4 Seven (7) days represents the maximum allowable number of  
1335 days available in any school year for personal necessity leave.  
1336 Personal necessity days may not be carried over from one year  
1337 to the next.

1338 11.10.5 Absences from duty related to employee organizational  
1339 concerns or work stoppage shall not be charged to personal  
1340 necessity. It shall continue to be the unit member's  
1341 responsibility to notify the department head or supervisor of their  
1342 absence.

1343 11.11 **Family Medical Leave and Pregnancy Disability Leave**

1344 Unit members are eligible for leave without pay under the federal Family  
1345 and Medical Leave Act (FMLA), the California Family Rights Act (CFRA),  
1346 and California's Pregnancy Disability Leave law. This leave is subject to  
1347 the rules and regulations implementing the Acts. These rules and  
1348 regulations are attached to this Agreement as Appendix E.

1349 11.12 **Official Business**

1350 Personnel may be excused from duty without loss of pay for participation  
1351 in Board-approved professional meetings of value to the District. These  
1352 absences from duty shall be classified as official business.

1353 Legally authorized expenses, including mileage to people so authorized,  
1354 will be allowed.

1355 11.13 **Legal Commitments and Transactions**

1356 Leaves of absence to serve on a jury or to appear as a witness in court  
1357 other than as a litigant shall be granted with no loss in pay provided the  
1358 employee endorses the fee received, exclusive of mileage allowance, to  
1359 the District. At the employee's option such leave of absence will be  
1360 granted without pay.

1361 11.14 **Military Leave**

1362 11.14.1 Every unit member who enters the military of the United States  
1363 or the State of California is entitled to a military leave. Such

1364 absence does not affect classification and does not constitute a  
1365 break in service. However, this absence does not count as part  
1366 of the probationary period required as a condition precedent to  
1367 classification as a permanent employee.

1368 11.14.2 Within six (6) months after an employee honorably leaves the  
1369 service, the employee is entitled to the position formerly held at  
1370 a salary the employee would have received had the employee  
1371 not been on military leave. Unit members ordered into military  
1372 service are entitled to one (1) month's pay from the school  
1373 district if one year of service has been rendered in the District.  
1374 Members of the National Guard are entitled to leave without  
1375 regard to the length of their public service, but this does not  
1376 include one (1) month's pay. See also related provisions in  
1377 Appendix E related to leave to care for covered family members  
1378 who are service members.

1379 11.14.3 **Military Service-Connected Disability Leave**

1380 As required by Education Code Section 45191.5, in addition to  
1381 any other entitlement for leave of absence for illness or injury  
1382 with pay, a unit member hired on or after January 1, 2017, who  
1383 is a military veteran with a military service-connected disability  
1384 rated at thirty percent (30%) or more by the United States  
1385 Department of Veterans Affairs shall be entitled to leave of  
1386 absence for illness or injury with pay of up to twelve (12) days  
1387 for the purpose of undergoing medical treatment for the unit  
1388 member's military service-connected disability.

1389 Credit for leave of absence for illness or injury granted under  
1390 this Section 11.14.3 shall be credited to a qualifying unit  
1391 member on the first day of employment and shall remain  
1392 available for use for the following twelve (12) months of  
1393 employment.

1394 Leave of absence for illness or injury credited pursuant to this  
1395 Section 11.14.3 that is not used during the 12-month period  
1396 shall not be carried over and shall be forfeited.

1397 The District may require the unit member to submit satisfactory  
1398 proof that a leave of absence for illness or injury granted under  
1399 this section is used for treatment of a military service-connected  
1400 disability.

1401 An eligible unit member employed five (5) days per week, who  
1402 is employed for less than a full fiscal year is entitled to that  
1403 proportion of twelve (12) days' leave of absence for illness or  
1404 injury as the number of months the unit members is employed  
1405 bears to twelve (12).

1406 An eligible unit member employed less than five (5) days per  
1407 week shall be entitled to that proportion of twelve (12) days'  
1408 leave of absence for illness or injury granted as the number of  
1409 days the unit member is employed per week bears to five (5).

1410 11.14.4 See also related provision in Appendix E related to leave to care  
1411 for covered family members who are servicemembers.

1412 **11.15 Other Leaves Required By Law**

1413 To the extend required by state or federal law, the District will provide unit  
1414 members with paid or unpaid leave of absence for reasons not specifically  
1415 listed in this section. For example, unit members may be entitled to  
1416 leaves pursuant to Labor Code Section 230 (crime victims), 230.1  
1417 (domestic violence), and 230.8 (school or child care enrollment or  
1418 emergencies). Personal necessity leave may be available for these  
1419 purposes pursuant to Section 11.10 above.

1420 **11.16 Leave Of Absence Without Pay**

1421 11.16.1 Leaves of absence without pay may be granted to a permanent  
1422 classified bargaining unit employee upon written request by the  
1423 employee to Human Resources and the approval of the Board  
1424 of Trustees, subject to the following restrictions:

1425 11.16.1.1 Leave of absence without pay may be granted to a  
1426 permanent classified bargaining unit employee who  
1427 has exhausted all entitlement to sick leave, vacation,  
1428 and other available paid leave and who is absent  
1429 because of illness/disability.

1430 11.16.1.2 Such leave may be granted for a period of time not to  
1431 exceed six (6) months. The Board may renew the  
1432 leave of absence without pay for two (2) additional six  
1433 (6) month periods, or such lesser leave periods that it  
1434 may provide, but not to exceed a total of eighteen (18)  
1435 months.

1436 11.16.2 Leave of absence without pay may be granted to a permanent  
1437 classified bargaining unit employee for the purpose of permitting  
1438 study by the employee or for the purpose of retraining the  
1439 employee to meet changing conditions within the District. Such  
1440 leave shall not exceed one (1) year in length. The Board may  
1441 provide that such leave be taken in separate six (6) month  
1442 periods or in any other appropriate periods, rather than for a  
1443 continuous one (1) year period, provided that the separate  
1444 periods of leave of absence shall be commenced and  
1445 completed within a three (3) year period.



- 1446            11.16.3    An employee returning from a leave of absence without pay  
1447                            shall be assigned to a position within the classification as held  
1448                            prior to the leave.
- 1449            11.16.4    If time is requested away from a position for a period of less  
1450                            than two (2) weeks, the employee need not apply for a leave of  
1451                            absence. He/she should make arrangements with his/her  
1452                            department supervisor and obtain prior approval.
- 1453            11.16.5    The unit member on leave of absence is not eligible to receive  
1454                            the District's contribution to the Health and Welfare Benefits  
1455                            program. However, the employee may continue to participate in  
1456                            the program by paying total premiums required.

1457 **ARTICLE 12: DISABILITY ACCOMMODATION**

1458 12.1 The District and the Union acknowledge that the law requires reasonable  
1459 accommodation for disabled unit members as defined, that  
1460 accommodations must be determined on an individual case by case basis,  
1461 and that the District has a legal obligation to meet with individual case by  
1462 case basis, and that the District has a legal obligation to meet with the unit  
1463 member to discuss accommodations. Prior to implementing any  
1464 accommodation which violates this Agreement or modifies a District  
1465 practice, the District shall give the Union notice and opportunity to  
1466 negotiate about matters within the scope of representation.

1467 12.2 Any accommodation provided to a bargaining unit member as required by  
1468 law or other state and federal disability statutes shall not establish a past  
1469 practice nor shall it be used as evidence of a past practice in  
1470 grievance/arbitration procedure.

1471 12.3 The District's procedures for processing all accommodation requests will  
1472 be consistent with the requirements of applicable law and regulations.

1473 **ARTICLE 13: PAYROLL ERRORS**

1474 13.1 A payroll error caused by the District resulting in insufficient payment to an  
1475 employee shall be corrected and a supplemental check issued not later  
1476 than five (5) working days after the employee provides notice to the  
1477 Payroll Department. A payroll error caused by the employee resulting in  
1478 insufficient payment to the employee shall be corrected in the next pay  
1479 period. Any payroll errors resulting in an overpayment to the employee  
1480 shall be corrected in the next pay period.

1481 13.2 If, after timely turning in his/her time card to his/her supervisor, an  
1482 employee receives insufficient payment due to the supervisor's untimely  
1483 filing of the approved time card, the payroll error shall be corrected no  
1484 later than five (5) working days after the time card has been provided to  
1485 the Payroll Department.

1486

## **ARTICLE 14: UNIFORMS AND EQUIPMENT**

- 1487 14.1 The District shall pay the full cost of the purchase, lease, or rental of  
1488 uniforms, equipment, identification badges, emblems, and cards if  
1489 required by the District to be worn or used by bargaining unit employees.  
1490 If the District requires an employee to use any specific equipment or gear  
1491 in the performance of the employee's duties, the District agrees to furnish  
1492 such equipment or gear.
- 1493 14.2 In lieu of using District supplied safety-related shoes or boots, unit  
1494 members who are required to use specific safety shoes or boots may elect  
1495 to receive reimbursement of a maximum total of up to Two Hundred  
1496 (\$200) per year for the purchase of no more than two pairs of approved  
1497 safety-related shoes or boots. To be eligible for reimbursement pursuant  
1498 to this Section, unit members must purchase the safety-related shoes or  
1499 boots that meet the District's specifications no later than December 1 each  
1500 year. For newly hired unit members first employed on or after September  
1501 1, any year, the deadline for purchasing safety-related shoes or boots in  
1502 the first year shall be 90 days after the first date of employment. All  
1503 requests for reimbursement must include a receipt dated no more than 30  
1504 days before the submission of the reimbursement request.
- 1505 14.3 Notwithstanding the above, if an employee voluntarily provides tools or  
1506 equipment belonging to the employee for use in the course of  
1507 employment, the District is not liable for any loss or damage or the  
1508 replacement cost of the tools or equipment.
- 1509 14.4 Should it be determined by the District that the employment duties of an  
1510 employee in the bargaining unit reasonably require the use of any  
1511 equipment or gear to ensure the safety of the employee or others, the  
1512 District agrees to furnish such equipment or gear.
- 1513 14.5 The District shall provide each school site with one set of rain gear for the  
1514 use of the school custodian. The lead custodian shall be responsible for  
1515 the safe keeping of the rain gear. As the rain gear needs replacing, the  
1516 lead custodian shall turn in such gear and receive new gear.

1517 **ARTICLE 15: PHYSICAL EXAMS**

1518 The District shall retain the right to require a physical examination of an  
1519 employee as a condition of continued employment. The District shall pay all  
1520 costs of such examination, including the employee's regular salary in the event  
1521 the examination is scheduled by the District during the employee's scheduled  
1522 work hours. In addition, full-time employees may have required tuberculosis  
1523 examinations performed during regular work hours subject to prior approval of  
1524 the employee's immediate supervisor. Unit members with occupational exposure  
1525 to blood borne pathogens (as determine by Board Policy and/or Administrative  
1526 Regulations) will be entitled to receive Hepatitis B vaccinations at no cost to  
1527 themselves.

1528 **ARTICLE 16: VACATION**

1529 16.1 **Vacation Accrual**

1530 16.1.1 Every regular unit member shall earn vacation at the prescribed  
1531 rate as part of the employee's compensation.

1532 16.1.2 All unit members shall earn vacation as follows:

|      | <u>10-Month</u>             | <u>11-Month</u> | <u>12-Month</u>  |         |
|------|-----------------------------|-----------------|------------------|---------|
| 1533 |                             |                 |                  |         |
| 1534 | 160-190 Days                | 191-223 Days    | 224 or More Days |         |
| 1535 | First through third year:   | 10 days         | 11 days          | 12 days |
| 1536 | Fourth through sixth year:  | 12 days         | 13 days          | 15 days |
| 1537 | Seventh through ninth year: | 14 days         | 15 days          | 17 days |
| 1538 | Ten plus years:             | 16 days         | 19 days          | 20 days |

1539 16.2 **Posting of Vacation Leave**

1540 Employees earn vacation on a fiscal year basis. At the beginning of each  
1541 fiscal year, the employee's pay warrant shall reflect the carryover of paid  
1542 vacation hours plus the vacation hours normally earned in the ensuing  
1543 fiscal year. Employees hired during the fiscal year shall earn vacation on  
1544 a prorated basis for that initial fiscal year.

1545 16.3 **Vacation Leave During Probationary Period**

1546 No vacation shall be granted an employee during the first six (6) months of  
1547 employment, but on successful completion thereof, prorated vacation time  
1548 shall be allowed for time of service accrued.

1549 16.4 **Vacation**

1550 16.4.1 Earned vacation accumulated on a fiscal year basis must be  
1551 taken during the following fiscal year. Employees may be  
1552 permitted to take earned vacation leave within the same fiscal  
1553 year in which it is earned with the approval of the department  
1554 head, principal, or administrator.

1555 16.4.2 A department head, principal, or administrator may not defer an  
1556 employee's vacation without obtaining the approval of the  
1557 Superintendent or his/her designee in writing.

1558 16.5 **Vacation Interruption**

1559 Employees may interrupt, terminate, or defer vacation in order to use  
1560 bereavement leave or to use sick leave in the event of an illness which  
1561 exceeds five (5) work days without a return to active service, provided the  
1562 employee first notifies their supervisor and supplies Human Resources  
1563 with sufficient relative supporting information regarding the basis for such

1564 interruption, termination, or deferment. Any vacation so deferred shall  
1565 only be rescheduled with the approval of the employee's immediate  
1566 supervisor.

1567 16.6 **Vacation Scheduling**

1568 Vacation leave shall be scheduled and approved by the department head,  
1569 principal, or administrator. Effort shall be made to enable vacation time to  
1570 be taken at times mutually convenient to the employee, consistent with the  
1571 needs of the service and the work load of the department.

1572 16.7 **Ten-Month Employees**

1573 Vacation for 10-month unit members may be taken during their work year  
1574 when students are not scheduled for attendance. At the end of the work  
1575 year for 10-month employees, any vacation days remaining that could not  
1576 be scheduled during the work year will be paid on the June payroll  
1577 warrant. The amount paid will be the balance of any day(s) in excess of  
1578 one fiscal year carryover.

1579 16.8 **Twelve-Month Employees**

1580 Unit members shall present the proposed work and vacation calendars for  
1581 the next fiscal year to their supervisor no later than May 15. The District,  
1582 through the Assistant Superintendent of Human Resources, shall have the  
1583 right of final decision on vacation schedule. The vacation schedule shall  
1584 give priority consideration to student days, the summer cleaning needs of  
1585 the school and the return to work date for the teachers.

1586 16.9 **Holidays**

1587 A holiday which falls during the scheduled vacation period of any  
1588 bargaining unit employee shall be paid as a holiday and shall not be  
1589 charged to the employee's vacation account.

1590 16.10 **Vacation Salary**

1591 The salary at which vacation is paid shall be the employee's current salary  
1592 rate. An employee whose vacation time is earned and begun under a  
1593 given status shall suffer no loss of earned vacation by reason of  
1594 subsequent changes in conditions of employment.

1595 16.11 **Vacation Pay Upon Termination**

1596 When an employee in the bargaining unit is terminated for any reason,  
1597 he/she shall be entitled to all vacation pay earned and accumulated up to  
1598 and including the effective date of termination.

1599 **ARTICLE 17: HOURS**

1600 17.1 The normal work day shall be eight (8) hours; the normal work week shall  
1601 consist of not more than five (5) consecutive days, Monday through  
1602 Friday, for current employees. The District may change any employee's  
1603 work week to include Saturday and/or Sunday when it is necessary to  
1604 perform work which cannot reasonably be performed during regular work  
1605 week. Employees affected by such change in work week shall receive at  
1606 least two (2) weeks advance notice of any proposed change in work week  
1607 unless an emergency situation exists. In the event the change in work  
1608 week results in an employee being scheduled to work Saturday and/or  
1609 Sunday for a period of two (2) months or longer, such employee shall  
1610 receive one (1) additional day of vacation in lieu of premium pay on an  
1611 annual basis for as long as the employee is assigned to the altered work  
1612 week schedule.

1613 17.2 If the District makes scheduled changes for unit members in order to meet  
1614 the optional needs in the District, the District shall provide the Chief  
1615 Steward and the affected unit member written notice of the schedule  
1616 change at least 72-hours before the effective date of the schedule change.

1617 17.3 During normal calendar schedule changes (e.g., changes between regular  
1618 and summer sessions), the District is not required to provide written notice  
1619 to employees of changes in scheduled hours.

1620 17.4 Nothing herein shall prohibit the District from establishing a work week of  
1621 other than Monday through Friday for vacant or newly created positions.  
1622 In such cases, the provisions contained herein above do not apply with  
1623 regard to notice or the extra day of vacation.

1624 17.5 **Overtime**

1625 17.5.1 Overtime shall be paid only if it is approved by the supervisor.  
1626 Authorized overtime shall be compensated at the rate of one  
1627 and one-half times the regular rate for all hours worked in  
1628 excess of eight (8) hours per day or forty (40) hours per week.  
1629 Employees whose work day is four (4) hours or more shall be  
1630 compensated at the overtime rate for work performed on the  
1631 sixth and seventh consecutive day of work. An employee  
1632 having an average work day of less than four (4) hours during a  
1633 work week shall be compensated at the overtime rate for any  
1634 work performed on the seventh consecutive day.

1635 17.5.2 Overtime shall be distributed equally as practical among  
1636 employees within each department. However, nothing herein  
1637 shall be construed as limiting a supervisor from assigning  
1638 overtime to employees whose specific skills or residency meet  
1639 the needs of the District in any particular circumstance.



1640 17.6 **Hours Worked**

1641 For the purpose of computing the number of hours worked, all time  
1642 worked during which an employee is in an authorized paid status shall be  
1643 computed to the nearest one-quarter (1/4) hour.

1644 17.7 **Part-Time Employees**

1645 17.7.1 An employee who works a minimum of thirty (30) minutes per  
1646 day in excess of his part-time assignment for a period of twenty  
1647 (20) consecutive working days or more shall have the  
1648 employee's basic assignment changed to reflect the longer  
1649 hours in order to acquire future benefits on a properly prorated  
1650 basis.

1651 17.7.2 Exclusive of overtime, when a part-time employee's average  
1652 paid time exceeds the employee's average assigned time by  
1653 fifty (50) minutes or more per working days in any quarter, the  
1654 hours paid per day for compensable leaves of absence and  
1655 holidays in the succeeding quarter shall be equivalent to the  
1656 average hours paid per working day in the preceding quarter,  
1657 excluding overtime.

1658 17.8 **Summer Work**

1659 17.8.1 Employees who normally work less than twelve (12) months,  
1660 and who apply for or request summer work in their regular  
1661 classification, shall be given first consideration for such work.  
1662 Employees who normally work less than twelve (12) months and  
1663 who apply for or request summer work in a different  
1664 classification, shall next be considered for such work, if  
1665 qualified. Employees who perform summer work and who  
1666 normally work less than twelve months, shall accrue sick leave  
1667 and vacation in the same manner as those benefits are accrued  
1668 in that classification during the normal work year.

1669 17.8.2 Bus drivers and food service workers not assigned work in the  
1670 month of August will be allowed to sign-up for extra work,  
1671 including grounds work and clean-up. Bus drivers and food  
1672 service workers will be assigned the extra work before a  
1673 substitute is hired by the District to perform the work. Unit  
1674 members who want to be considered for extra work during  
1675 August must notify their immediate supervisor no later than  
1676 June 1 in order to be considered for work in August. It shall be  
1677 the responsibility of the bus driver and food service worker to  
1678 indicate his/her specific weekly period of work request: (i.e.,  
1679 week of August 2-6; week of August 9-13; etc.) Bus drivers and  
1680 food service workers requesting extra work in the month of  
1681 August will be required to perform the extra work if assigned.

1682 **ARTICLE 18: LUNCH PERIOD, REST PERIODS, CALL**  
1683 **BACK – CALL IN**

1684 18.1 Employees scheduled to a work day in excess of four (4) hours shall be  
1685 entitled to a duty-free lunch period of not less than one-half (1/2) hour nor  
1686 more than one (1) hour. The specific time for lunch shall be determined  
1687 by the employee's immediate supervisor. When schedule permits, such  
1688 lunch period should be arranged for approximately mid-shift. Such lunch  
1689 period does not count toward the scheduled hours to be worked. In the  
1690 event an employee is denied a lunch period and required to work by the  
1691 immediate supervisor, such employee shall be given a shortened work  
1692 day in the commensurate amount of time such employee worked during  
1693 the lunch period.

1694 18.2 **Rest Periods**

1695 18.2.1 Employees who work eight (8) hours per day shall be allowed  
1696 two (2) fifteen (15) minute rest periods per day to be scheduled  
1697 by the employee's immediate supervisor. Employees who work  
1698 from four (4) to eight (8) hours shall be allowed rest periods on a  
1699 prorated basis to be scheduled by the employee's immediate  
1700 supervisor.

1701 18.2.2 Rest periods are a part of the regular work day and shall be  
1702 compensated at the regular rate of pay for the employee

1703 18.3 **Call Back – Call In**

1704 18.3.1 The District shall attempt to apply the provisions of this section  
1705 to employees who volunteer to be subject to call back or call in.  
1706 In the event of an emergency, employees who have not agreed  
1707 to volunteer may be obligated to report to work pursuant to  
1708 these provisions.

1709 18.3.2 A full-time employee called back to work after completion of the  
1710 employee's regular assignment shall be compensated for a  
1711 minimum of two (2) hours of work at the overtime rate. Part-  
1712 time employees called back to work after completion of the  
1713 employee's regular assignment shall be compensated for a  
1714 minimum of two (2) hours of work at the employee's appropriate  
1715 rate of pay. Any employee who reports to work in a condition  
1716 which makes the employee unfit to perform the assigned duties  
1717 shall not be entitled to Call In Time Pay.

1718 **ARTICLE 19: OUT OF CLASSIFICATION WORK**

- 1719 19.1 Bargaining unit employees shall not be required to perform duties which  
1720 are not fixed and prescribed for their classification, unless the duties  
1721 reasonably relate to those fixed for the class, and shall be paid from the  
1722 first day on in the performance of any out of classification work.
- 1723 19.2 A bargaining unit employee may be required to perform duties inconsistent  
1724 with those assigned to the class for a period of more than five (5) working  
1725 days. The District agrees to pay the employee doing out of classification  
1726 work the first day he/she is required to work in a higher class and in such  
1727 amounts as will provide for at least five percent (5%) salary differential.
- 1728 19.3 Notwithstanding the above, whenever the Bus Dispatcher performs the  
1729 duties of the Transportation Supervisor for any period of time which  
1730 exceeds two (2) working days within a 15-calendar day period, shall have  
1731 his/her salary adjusted by five percent (5%) for the entire period he/she is  
1732 required to work.
- 1733 19.4 Employees who are temporarily assigned to a lower classification shall  
1734 suffer no reduction in pay or hours as a result of the temporary  
1735 assignment.
- 1736 19.5 As used in this Article, "classification" shall be defined as any group of  
1737 positions sufficiently similar in duties, responsibilities, and authority that  
1738 the same job title, minimum qualifications and salary range are  
1739 appropriate for all positions in the classification.
- 1740 19.6 **Summer School**
- 1741 19.6.1 Employees who are not normally assigned during the summer  
1742 or intersession periods shall be eligible to apply for Summer  
1743 School or intersession positions. Such employees shall be  
1744 assigned by the District as needed, subject to the employee  
1745 selected having the specific qualifications and skills necessary  
1746 to satisfy the service needs of the District in any particular  
1747 circumstance.
- 1748 19.6.2 An employee so selected shall receive on a pro rata basis, the  
1749 compensation and benefits, which are applicable to that  
1750 classification during the regular year.

1751 **ARTICLE 20: HOLIDAYS**

1752 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           |

1753 20.2 When a legal holiday listed above falls on a Sunday, the following Monday  
1754 shall be deemed a holiday. When a legal holiday listed above falls on a  
1755 Saturday, the preceding Friday shall be deemed a holiday.

1756 20.3 When consecutive holidays, such as December 24<sup>th</sup> and 25<sup>th</sup>, fall on a  
1757 Friday and Saturday, or on a Sunday and Monday, the District will grant  
1758 the local holiday on Thursday or Tuesday.

1759 20.4 The Board of Trustees may require unit members to work (at the regular  
1760 rate of pay) on February 12, the third Monday in February, the last  
1761 Monday in May, September 9, or November 11, provided: (1) the action is  
1762 taken prior to July 1 of any year, and (2) that an alternate day within the  
1763 school year is given as the holiday. The day selected as the alternate day  
1764 must provide a three-day weekend, and it must be selected when  
1765 employees entitled to the original holiday are also entitled to the alternate  
1766 holiday. If an employee is required to work on that day with no alternate  
1767 day designated, he/she shall, in addition to regular pay, be paid time and  
1768 one-half.

1769 **ARTICLE 21: SAFETY**

1770 21.1 Every effort shall be made to maintain healthful and safe conditions at all  
1771 work stations. Unit members shall not be required to work under unsafe  
1772 conditions or to perform tasks, which endanger their health, safety, or  
1773 wellbeing.

1774 21.1.1 It shall be the responsibility for unit members to report unsafe,  
1775 hazardous or unsanitary conditions as soon as possible to their  
1776 supervisor.

1777 21.1.2 Unsafe, hazardous, or unsanitary conditions shall be corrected  
1778 as soon as possible.

1779 21.2 Designated classifications are to receive no more than two (2) pairs of  
1780 safety shoes that meet OSHA standards once a year. Management will  
1781 select styles of shoe or boot to be worn. Employees at their option and  
1782 expense may select a different style safety shoe so long as the shoe  
1783 meets OSHA standards. Employees shall be required to wear the  
1784 purchased shoe at all times. Teamsters' shop steward to meet with the  
1785 Director of School Facilities or designee to identify shoe or boot approved  
1786 section.

1787 21.3 The District's central safety committee shall include in its membership one  
1788 employee selected by the Union and one non-management employee  
1789 selected from Food Services.

1790 **ARTICLE 22: TRANSPORTATION**

1791 22.1 This Article is intended to address itself to some of the unique situations  
1792 that exist within the Transportation Department, and the provisions herein  
1793 shall not apply generally District-wide.

1794 22.2 **Buses**

1795 Buses are assigned after bid by seniority. Bus assignments may change  
1796 when it becomes necessary to do so in order to accommodate students  
1797 with special needs.

1798 22.3 **Shifts**

1799 Each transportation shift shall be of a minimum duration as stated below.  
1800 Route assignments are made up of shifts as described below. All routes  
1801 and buses shall be assigned by seniority upon bid by all qualified bus  
1802 drivers. Such bidding will occur twice a year: once in August for the  
1803 regular school year, and once in June for the extended school year.

1804 22.4 **Hours**

1805 22.4.1 Hours worked shall include periods of driving and non-driving  
1806 times as stated below. Employees in a paid status shall be  
1807 expected to perform duties and any additional runs, trips, or  
1808 assignments which may be assigned during that shift and if the  
1809 additional assigned time exceeds the normal shift, such time  
1810 shall be added to the employee's assigned shift time for that  
1811 day.

1812 22.4.2 **Special Trips Layover Times**

1813 All periods of non-driving time while on special trips shall be  
1814 considered paid time. Special trip hours shall be added to  
1815 normally assigned hours, including any layover periods, except  
1816 for a lunch period. All special trips on days not normally worked  
1817 shall be paid for a minimum of two (2) hours.

1818 22.5 **Morning Shift**

1819 22.5.1 The morning shift shall be paid at a minimum of two (2) hours  
1820 duration, including but not limited to the following:

- 1821
- Check-out and warm-up time
  - Scheduled routes
  - Time for necessary administrative duties and clean-up of equipment.
- 1822
- 1823
- 1824

1825 22.6 **Mid-Day Shift**

1826 The mid-day shift shall be paid at a minimum of one and one-half (1-1/2)  
1827 hours duration with an unpaid, uninterrupted, duty-free lunch period taken  
1828 at the end of the shift, unless the supervisor determined that  
1829 circumstances require the lunch period to be taken in the middle of the  
1830 shift.

1831 22.7 Shift time shall include but not be limited to the following:

- 1832 • Warm-up and preparation
- 1833 • Scheduled routes
- 1834 • Time for necessary administrative duties and clean-up of equipment.
- 1835 • If an employee is given an additional assignment that interferes with  
1836 taking of a lunch break during or after the shift, the employee shall be  
1837 compensated in accordance with the Section of Hours and Overtime.

1838 22.8 **Special Trips**

1839 22.8.1 Drivers who receive notification of a cancellation less than six  
1840 (6) working hours prior to their scheduled departure time shall  
1841 receive two (2) hours of pay at the appropriate rate. The special  
1842 trip shall include but not be limited to the following:

- 1843 • Check-out and warm-up time
- 1844 • Driving time to and from departure point and a scheduled trip
- 1845 • Time necessary for administrative duties and clean—up of  
1846 equipment.

1847 22.8.2 In the event that a trip return is later than scheduled, the driver  
1848 shall notify the dispatcher in writing.

1849 22.9 **Extra Work**

1850 22.9.1 The Director of School Facilities or designee shall assign drivers  
1851 to extra work on the basis of the needs of the District and the  
1852 availability and qualifications of the individual employees. Extra  
1853 work assignments should be distributed as equitably as possible  
1854 within the above structure. An employee list shall be posted  
1855 monthly which indicates the number of extra work hours each  
1856 driver has been assigned during the month.

1857 Drivers who work a field trip on a Saturday or Sunday shall  
1858 receive a minimum of four (4) hours of pay. No unit member

1859 shall be required to obtain additional certification to perform the  
1860 extra work under this Article.

1861 22.10 **Notice of Extra Work**

1862 The dispatcher shall notify the employees, in writing, of routine additional  
1863 work assignments (transportation, warehouse, food service, custodial) on  
1864 the morning of the day preceding the assignment, when possible.  
1865 Emergency assignment of coverage shall be given as the dispatcher  
1866 becomes aware of the need. The extra work shall support, not replace,  
1867 any other unit member within the job families listed above. Article 19 (Out  
1868 of Classification Work) shall apply to extra work performed under this  
1869 Article.

1870 22.11 **Employee Availability**

1871 Drivers shall make every reasonable effort to be available for extra work  
1872 that may be assigned between 7:00 a.m. and 5:00 p.m. Drivers shall give  
1873 the dispatcher no less than one (1) week notice, in writing, of medical-  
1874 dental appointments, educational activities, court appearances, etc.,  
1875 unless personal emergency conditions exist. A master calendar for driver  
1876 availability shall be posted in the dispatcher's office. Refusal to accept  
1877 additional work assignments may result in assignments not being offered  
1878 and/or disciplinary action taken.

1879 22.12 **Training And Upgrading Of Certificate**

1880 The individual driver shall cooperate with the Transportation Department  
1881 in an effort to upgrade the driver's experience and training. It shall be,  
1882 however, at the discretion of the Transportation Supervisor and the  
1883 dispatcher to determine assignments, regardless of that driver's license  
1884 status. Time used in training conducted by the District for this purpose  
1885 shall be paid at the appropriate rate.

1886 22.13 **Training**

1887 The Transportation Department shall conduct training and safety meetings  
1888 once a month during the school year. These meetings shall be held to  
1889 provide notice of new laws and related matters as they become binding,  
1890 and to improve standards of defensive driving skills, care of equipment,  
1891 and introduction of new equipment (or made available). Training classes  
1892 shall be held to meet renewal requirements and may be held to train new  
1893 drivers when such circumstances require it. All training and safety  
1894 meetings shall be paid for time at the applicable rate. If a meeting has to  
1895 be cancelled, management will give as much notice as possible to permit  
1896 drivers time to adjust their schedules. Commencing in school year 1989-  
1897 90 a mandatory in-service for Drivers, Mechanics and Dispatcher shall be  
1898 scheduled by the District on one of the school improvement program in-



1899 service days for teachers. This training day shall be at least two hours in  
1900 duration.

1901 **22.14 Examinations**

1902 Time spent taking the driving license examination shall be paid at the  
1903 applicable rate provided the employee passes the license examination.

1904 **22.15 Driver Responsibility**

1905 The employee shall be responsible for obtaining and maintaining all  
1906 licenses and certifications necessary to qualify as a driver for the District.  
1907 The District shall make available to the employee materials and instruction  
1908 for the maintenance of the license and certificates applicable to this  
1909 Article.

1910 **22.16 Language Development Assignment Overtime**

1911 Language regarding assignment of overtime procedures to be developed  
1912 between the Teamsters and District in side negotiations. The District will  
1913 provide language depicting of the status quo procedures for the  
1914 assessments of weekend runs and weekday runs. Meetings will be  
1915 scheduled as necessary.

1916 **ARTICLE 23: BARGAINING UNIT WORK**

1917 Contracts for Services - Written notice that the District intends to award a  
1918 contract for services which directly affects the bargaining unit member's work  
1919 assignment shall be given to the Union prior to the contract being awarded.

1920 **ARTICLE 24: AFTER HOURS/ON-CALL SYSTEM**

- 1921 24.1 The Union and the District agree to an on-call system for bargaining unit  
1922 members to accept calls related to break-ins or other emergencies at  
1923 other than normal working hours.
- 1924 24.2 The Union and the District agree that the maintenance of these guidelines  
1925 should result in a fair distribution of on-call opportunities for participating  
1926 unit members. Unit members who wish to participate will be placed on an  
1927 on-call list maintained by the District.
- 1928 24.3 To be qualified to provide on-call services pursuant to this Article, a unit  
1929 member must be approved by the Director of Facilities or designee.
- 1930 24.4 Each month the list will rotate so that the unit member who is first on the  
1931 list one month will be placed last on the list the following month, and all  
1932 other employees will move up on the list.
- 1933 24.5 The unit member named first on the on-call list will be designated to  
1934 receive calls for a period of up to one month. The District designated  
1935 security system provider shall contact the unit member to address the  
1936 emergency.
- 1937 24.6 The on-call unit member shall follow District procedures for determining  
1938 whether the situation requires call-in of a District employee, and  
1939 determining what employee should be called in. These procedures must  
1940 be consistent with the requirements of Article 18, Section 18.3.
- 1941 24.7 The unit member on call has the responsibility to report all after hours  
1942 emergency related calls to the Director of School Facilities. Unless  
1943 otherwise directed, the report should be submitted the following working  
1944 day on the District provided form.
- 1945 24.8 A unit member providing on-call services pursuant to this Article 24 shall  
1946 be paid a stipend of \$50 per week. This amount will be prorated if the unit  
1947 member provides the on-call service for a partial week. This stipend is in  
1948 addition to any call back/call in pay the unit member may be entitled to  
1949 pursuant to Article 18, Section 18.3 if he/she is required to report to work.

1950 **ARTICLE 25: COMMUNITY SERVICE VOLUNTEER DAYS**

1951 25.1 The Union and District agree as a community service to allow volunteers  
1952 in coordination with parents and teachers to do specific clean-up, paint-up  
1953 and fix-up of school premises.

1954 25.2 Bargaining unit employees shall be offered the opportunity to supervise  
1955 the work. This provision is limited to a maximum of three (3) events each  
1956 year at each school site.

1957 25.3 Principals shall be required to notify the Maintenance Department  
1958 regarding scheduled volunteer work being performed, in order to assign  
1959 the extra work to the bargaining unit member affected.

1960 **ARTICLE 26: COMPENSATION SURVEY**

1961 The parties will work cooperatively to identify, collect, compile, and analyze  
1962 information from comparable school districts regarding compensation provided to  
1963 employees in those school districts whose job duties are comparable to the job  
1964 duties of Teamsters Local 150 bargaining unit positions in the Berryessa Union  
1965 School District. The compensation survey shall include, but is not limited to,  
1966 salary, longevity, health and welfare benefits contributions, PERS contributions,  
1967 and retiree benefits. The parties agree to jointly complete this compensation  
1968 survey on or before June 30, 2007, and to consider this data in compensation  
1969 negotiations for 2007-2008.

1970 **ARTICLE 27: DISCIPLINE**

1971 27.1 The District shall follow the procedures described in Administrative  
1972 Regulation 4218 in disciplining unit members. A copy of Administrative  
1973 Regulation 4218 is attached to this Agreement as Appendix B. A unit  
1974 member may appeal disciplinary action through the procedures set forth in  
1975 Administrative Regulation 4218, and may not use the grievance  
1976 procedures of Article 7 to appeal disciplinary action.

1977 27.2 Administrative Regulation 4218 shall be maintained through the duration  
1978 of this Agreement. Before the Board modifies Administrative Regulation  
1979 4218, the District shall provide the Union with notice and opportunity to  
1980 negotiate any proposed change(s) within the scope of bargaining defined  
1981 by the Educational Employment Relations Act. (Government Code  
1982 Section 3540, et seq.)

1983 **ARTICLE 28: LAYOFFS**

1984 28.1 **Decision To Lay Off**

1985 A decision to lay off classified employees is solely within the discretion of  
1986 the Board of Trustees. A layoff may involve a reduction of an entire  
1987 position or a portion of a position.

1988 This Agreement on layoff procedures does not waive the Union's right to  
1989 negotiate over the impact or the effects of a particular layoff or reduction in  
1990 hours to the extent that this Article does not cover the impact or effects,  
1991 nor does it waive the Union's right to negotiate the District's decision to  
1992 reduce the regularly assigned hours.

1993 28.2 **Notice To Employees**

1994 28.2.1 Notice of layoff will be given to the Union and the employee  
1995 affected at least 60 days prior to the effective date of layoff,  
1996 which will be specified in notice. If the District is eliminating  
1997 positions at the end of any school year as a result of the  
1998 expiration of specifically funded programs, the notice shall be  
1999 given by April 29. The notice requirements of this section will  
2000 not apply in circumstances specified in Education Code Section  
2001 45117(d). (Copy of Education Code Section 45117 is attached  
2002 as Appendix C.) If the Education Code notice requirements  
2003 change in future years, the Education Code notice requirements  
2004 shall prevail over the notice requirements of this section.

2005 28.2.2 The notice shall contain:

- 2006
- The effective date of layoff;
- 2007
- A statement of the employee's layoff rights, if any, pursuant  
2008 to Section 28.4 below, and copies of appropriate Education  
2009 Code provisions;
- 2010
- A statement of re-employment rights pursuant to Section  
2011 28.5 and the Education Code; and
- 2012
- The reason for layoff.

2013 28.3 **Order of Layoff**

2014 28.3.1 Whenever a classified employee is laid off, the order of layoff  
2015 within the classification shall be determined by length of service  
2016 in the classification. The employee who has been employed the  
2017 shortest time in the classification, plus time in equal and higher  
2018 classes, shall be laid off first. For the purposes of this Section

2019 only, "classification" shall be those classifications in Appendix D.  
2020 Re-employment shall be in reverse order of layoff.

2021 28.3.2 Any short-term employee whose term of services does not  
2022 exceed 45 days at the time of the layoff must be terminated  
2023 before the District lays off any classified employee who is  
2024 qualified to render the service provided by the short-term  
2025 employee.

2026 28.3.3 **Definition Of Length Of Service Seniority**

2027 28.3.3.1 For the purposes of this Section, "length of service"  
2028 means first date of paid service in a regular  
2029 classification, or a higher or equal classification, as a  
2030 permanent or probationary employee. Service as a  
2031 substitute or short-term employee shall not count as  
2032 first date of paid service.

2033 28.3.3.2 When the first date of paid service is the same,  
2034 seniority shall be determined by the total service in  
2035 the District. If that total service is the same, then  
2036 seniority shall be determined by lot.

2037 28.3.3.3 An employee shall have their date of hire adjusted  
2038 whenever there is a break in service. A break in  
2039 service for purposes of this Article shall mean: (a)  
2040 any resignation or retirement, or (b) any unpaid status  
2041 without leave.

2042 28.4 **Displacement Rights**

2043 28.4.1 A permanent employee laid off from his/her present  
2044 classification may: (1) fill an open position in that classification;  
2045 or (2) if no open position exists, may displace the employee  
2046 with least seniority in that classification, having the same or  
2047 higher number of hours nearest to the hours of the senior  
2048 employee; or (3) may displace the least senior employee with  
2049 the same or higher number of hours nearest to the hours of the  
2050 senior employee in the next lower classification or equal  
2051 classification in which the first employee has previously gained  
2052 permanence. A senior employee may not use the displacement  
2053 process to increase that employee's regularly assigned hours by  
2054 more than two hours per day.

2055 28.4.2 Displacement rights must be exercised within five (5) working  
2056 days of notice of layoff. The District and Union will conduct a  
2057 joint meeting before the end of this period with the employees  
2058 affected by the layoff in order to explain displacement rights.



- 2059            28.4.3    **Service In More Than One Position**
- 2060            Employees may serve in two or more positions as long as the  
2061            schedules of those positions are compatible. The combined  
2062            hours of these positions will determine the employees' right to  
2063            benefits under this Agreement. However, for purposes of layoff  
2064            and displacement rights, the employee serving in two or more  
2065            positions can only assert the right to each position as if held  
2066            separately, and cannot combine the total hours of the separate  
2067            positions for asserting displacement rights.
- 2068            28.4.4    If a classified employee scheduled for layoff is qualified to  
2069            render the service provided by a short-term employee with a  
2070            term exceeding 45 days, the classified employee will be placed  
2071            in the short-term position for its duration prior to being laid off.
- 2072            28.5    **Re-Employment Rights**
- 2073            28.5.1    Persons laid off are eligible for re-employment in the class from  
2074            which they were laid off for a period of 39 months and shall be  
2075            re-employed in preference to new applicants.
- 2076            28.5.2    Employees who take voluntary demotions or voluntary  
2077            reductions in assigned time in lieu of layoff shall be granted the  
2078            same rights as persons laid off and shall retain eligibility to be  
2079            considered for re-employment for an additional period of up to  
2080            24 months, provided that the same tests of fitness under which  
2081            they qualified for appointment to the class shall still apply.
- 2082            28.5.3    If the District re-employs a unit member as a permanent  
2083            employee under the provisions of this Section, it shall disregard  
2084            the break in service of the employee and classify him/her as,  
2085            and restore him/her to all the rights, benefits and burdens of a  
2086            permanent employee in the class to which he/she is reinstated  
2087            or re-employed.
- 2088            28.6    **Notification Of Re-Employment Openings**
- 2089            28.6.1    Any unit member who is laid off and is subsequently eligible for  
2090            re-employment shall be notified in writing by the District of an  
2091            opening in the same or related class held at the time of layoff.  
2092            Such notice shall be sent by certified mail to the last address  
2093            given the District by the laid off unit member. A copy of the  
2094            notice shall be given to the Union. It shall be the responsibility  
2095            of the laid off unit member to promptly notify the District of any  
2096            change of address. Failure to provide the District with a current  
2097            address shall result in the laid off unit member's name being  
2098            eliminated from consideration for the open position and shall  
2099            constitute an "offer" of employment under Section 28.6.2. The

2100 laid off unit member shall become re-eligible for future open  
2101 positions, provided the laid off unit member notifies the District  
2102 of his/her current address.

2103 28.6.2 A laid off unit member shall notify the District of his/her intent to  
2104 accept or refuse employment within five (5) working days  
2105 following receipt of the re-employment notice. If the laid off unit  
2106 member accepts re-employment, he/she shall not be required to  
2107 report for work any sooner than ten (10) working days following  
2108 receipt of the re-employment notice. Failure to notify the District  
2109 within the time limits given, or refusal to accept the offered  
2110 position, shall free the District to eliminate the former employee  
2111 from consideration for the opening. The former employee shall  
2112 be removed from the re-employment list after three (3) bona fide  
2113 offers are made for a position in a previously held classification  
2114 that is within two (2) hours per day of the last position held by  
2115 the former employee.

2116 28.7 **Seniority List**

2117 The District shall maintain and update a Classified Seniority List. The  
2118 Union shall receive a copy of the updated list by April 1 of each year. In  
2119 addition, the Union's Chief Steward may request and receive an updated  
2120 list.

2121 **ARTICLE 29: PERSONNEL FILES**

2122 29.1 The personnel file of each unit member shall be maintained in Human  
2123 Resources. However, this requirement shall not prohibit the attachment  
2124 to disciplinary memoranda materials not previously placed in the  
2125 personnel file.

2126 29.2 Materials in the personnel files of unit members are to be made available  
2127 for the inspection of the unit member involved. A unit member shall have  
2128 the right to inspect his/her personnel file upon request, provided that the  
2129 request is made at a time when the person is not actually required to  
2130 render services to the District. The unit member shall make advance  
2131 arrangements with Human Resources to review the personnel file.

2132 29.3 Information of a derogatory nature shall not be entered or filed in the  
2133 personnel file unless and until the unit member is given notice and an  
2134 opportunity to review and comment thereon. A unit member shall have  
2135 the right to enter their comments thereon and have such comments  
2136 attached in any derogatory statement.

2137 **ARTICLE 30: SUPPORT OF AGREEMENT**

2138 The District and the Union agree that it is to their mutual benefit to encourage the  
2139 resolution of differences through the meet and negotiate process. Therefore, it is  
2140 agreed that the District and the Union will support this Agreement for its term and  
2141 will not appear before any public bodies to seek changes or improvement in any  
2142 matter subject to the meet and negotiation process, except by mutual agreement  
2143 of the District and the Union.

2144

**ARTICLE 31: COMPLETION OF NEGOTIATIONS**

2145 31.1 During the term of this Agreement, the Union expressly waives and  
2146 relinquishes the right to meet and negotiate, and agrees that the District  
2147 shall not be obligated to meet and negotiate with respect to any subject or  
2148 matter whether or not referred to or covered in this Agreement. It is  
2149 understood by the Union and the District that current Board policies which  
2150 specifically relate to the negotiable areas delineated in the Educational  
2151 Employment Relations Act will remain in full force and effect during the  
2152 term of this Agreement.

2153 31.2 The District will provide all school and department sites five (5) copies of  
2154 the negotiated agreement within 60 calendar days. The agreement will be  
2155 made available for bargaining unit members' reference. In addition, the  
2156 agreement will be posted on the District's web site.

2157 31.3 A copy of this contract will be sent to the Public Employment Relations  
2158 Board (PERB) to comply with Section 32120 of PERB Regulations  
2159 (California Administrative Code).

2160 **ARTICLE 32: SAVINGS PROVISIONS**

2161 If any provisions of this Agreement are held to be contrary to law by a court of  
2162 competent jurisdiction, such provisions will not be deemed valid and subsisting  
2163 except to the extent permitted by law, but all other provisions will continue in full  
2164 force and effect.

2165 **ARTICLE 33: TERM AND EXECUTION OF AGREEMENT**

2166 33.1 This Agreement entered into and effective upon ratification shall remain in  
2167 effect from July 1, 2019 up to and including June 30, 2022. The three  
2168 year contract with openers for wages, benefits and up to two additional  
2169 articles for each party in the second and third year.

2170 33.2 This Agreement is a result of good faith meeting and negotiating between  
2171 Teamsters, Local 150 and the District, and was ratified by the Union and  
2172 was approved by the Berryessa Union School District Board of Trustees  
2173 on February 11, 2020.

2174 FOR THE  
2175 BERRYESSA UNION SCHOOL DISTRICT

FOR THE  
TEAMSTERS, LOCAL 150

2176 \_\_\_\_\_  
2177 Darrien Johnson, M. Ed.,  
2178 Assistant Superintendent of Human Resources

\_\_\_\_\_  
Johnny Salgado,  
Acting Chief Shop Steward

2179 Date: \_\_\_\_\_

Date: \_\_\_\_\_

2180  
2181  
2182

\_\_\_\_\_  
Alan Daurie  
Business Agent

2183

Date: \_\_\_\_\_

## APPENDIX A-1: 2019-2020 SALARY SCHEDULE

Appendix A-1

**TEAMSTERS UNION - LOCAL 150**  
*2019-20 Effective July 1, 2019 3.5%*

| Group | Step 1        | Step 2        | Step 3        | Step 4        | Step 5        | Step 6        |
|-------|---------------|---------------|---------------|---------------|---------------|---------------|
| 30.0  | 2,628 (15.11) | 2,731 (15.70) | 2,841 (16.34) | 2,954 (16.98) | 3,071 (17.66) | 3,202 (18.41) |
| 30.5  | 2,747 (15.79) | 2,828 (16.26) | 2,959 (17.01) | 3,072 (17.66) | 3,191 (18.35) | 3,323 (19.11) |
| 31.0  | 2,632 (15.13) | 2,745 (15.78) | 2,865 (16.47) | 2,995 (17.22) | 3,116 (17.92) | 3,247 (18.67) |
| 32.0  | 2,865 (16.47) | 2,995 (17.22) | 3,116 (17.92) | 3,247 (18.67) | 3,394 (19.51) | 3,554 (20.43) |
| 33.0  | 3,737 (21.49) | 3,903 (22.44) | 4,063 (23.36) | 4,232 (24.33) | 4,395 (25.27) | 4,559 (26.21) |
| 34.0  | 3,194 (18.36) | 3,334 (19.17) | 3,477 (19.99) | 3,631 (20.88) | 3,799 (21.84) | 3,962 (22.78) |
| 35.0  | 3,582 (20.60) | 3,726 (21.42) | 3,876 (22.29) | 4,040 (23.23) | 4,212 (24.22) | 4,387 (25.22) |
| 36.0  | 3,762 (21.63) | 3,908 (22.47) | 4,063 (23.36) | 4,225 (24.29) | 4,386 (25.22) | 4,562 (26.23) |
| 36.5  | 3,825 (21.99) | 3,993 (22.96) | 4,165 (23.95) | 4,331 (24.90) | 4,499 (25.87) | 4,672 (26.86) |
| 37.0  | 3,659 (21.04) | 3,814 (21.93) | 3,966 (22.80) | 4,128 (23.74) | 4,291 (24.67) | 4,465 (25.67) |
| 37.5  | 3,733 (21.46) | 3,893 (22.38) | 4,044 (23.25) | 4,202 (24.16) | 4,374 (25.15) | 4,543 (26.12) |
| 38.0  | 3,554 (20.43) | 3,705 (21.30) | 3,869 (22.25) | 4,049 (23.28) | 4,238 (24.37) | 4,412 (25.37) |
| 38.5  | 3,556 (20.45) | 3,732 (21.46) | 3,924 (22.56) | 4,121 (23.69) | 4,321 (24.84) | 4,543 (26.12) |
| 39.0  | 3,869 (22.25) | 4,055 (23.32) | 4,238 (24.37) | 4,412 (25.37) | 4,618 (26.55) | 4,825 (27.74) |
| 40.0  | 4,055 (23.32) | 4,238 (24.37) | 4,412 (25.37) | 4,618 (26.55) | 4,825 (27.74) | 5,049 (29.03) |
| 41.0  | 4,238 (24.37) | 4,412 (25.37) | 4,618 (26.55) | 4,825 (27.74) | 5,049 (29.03) | 5,266 (30.28) |
| 42.0  | 4,412 (25.37) | 4,618 (26.55) | 4,825 (27.74) | 5,049 (29.03) | 5,266 (30.28) | 5,510 (31.68) |
| 43.0  | 4,396 (25.28) | 4,581 (26.34) | 4,767 (27.41) | 4,950 (28.46) | 5,137 (29.54) | 5,323 (30.61) |
| 44.0  | 4,547 (26.14) | 4,752 (27.32) | 4,967 (28.56) | 5,203 (29.92) | 5,428 (31.21) | 5,679 (32.65) |
| 45.0  | 4,706 (27.06) | 4,918 (28.28) | 5,141 (29.56) | 5,384 (30.96) | 5,617 (32.30) | 5,878 (33.80) |
| 46.0  | 4,872 (28.01) | 5,091 (29.27) | 5,321 (30.59) | 5,572 (32.04) | 5,814 (33.43) | 6,083 (34.98) |

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

Board Approve date: 2/11/2020

Signature  Date 3/10/20



## APPENDIX A-2: 2018-2019 SALARY SCHEDULE

### TEAMSTERS UNION - LOCAL 150

2018-19 Effective July 1, 2018 2.5%

| Group | Step 1        | Step 2        | Step 3        | Step 4        | Step 5        | Step 6        |
|-------|---------------|---------------|---------------|---------------|---------------|---------------|
| 30.0  | 2,539 (14.60) | 2,639 (15.17) | 2,745 (15.78) | 2,854 (16.41) | 2,967 (17.06) | 3,094 (17.79) |
| 30.5  | 2,654 (15.26) | 2,732 (15.71) | 2,859 (16.44) | 2,968 (17.07) | 3,083 (17.73) | 3,211 (18.46) |
| 31.0  | 2,543 (14.62) | 2,652 (15.25) | 2,768 (15.92) | 2,894 (16.64) | 3,011 (17.31) | 3,137 (18.04) |
| 32.0  | 2,768 (15.92) | 2,894 (16.64) | 3,011 (17.31) | 3,137 (18.04) | 3,279 (18.85) | 3,434 (19.74) |
| 33.0  | 3,611 (20.76) | 3,771 (21.68) | 3,926 (22.57) | 4,089 (23.51) | 4,246 (24.41) | 4,405 (25.33) |
| 34.0  | 3,086 (17.74) | 3,221 (18.52) | 3,359 (19.31) | 3,508 (20.17) | 3,671 (21.11) | 3,828 (22.01) |
| 35.0  | 3,461 (19.90) | 3,600 (20.70) | 3,745 (21.53) | 3,903 (22.44) | 4,070 (23.40) | 4,239 (24.37) |
| 36.0  | 3,635 (20.90) | 3,776 (21.71) | 3,926 (22.57) | 4,082 (23.47) | 4,238 (24.37) | 4,408 (25.34) |
| 36.5  | 3,696 (21.25) | 3,858 (22.18) | 4,024 (23.14) | 4,185 (24.06) | 4,347 (24.99) | 4,514 (25.95) |
| 37.0  | 3,535 (20.33) | 3,685 (21.19) | 3,832 (22.03) | 3,988 (22.93) | 4,146 (23.84) | 4,314 (24.80) |
| 37.5  | 3,607 (20.74) | 3,761 (21.62) | 3,907 (22.46) | 4,060 (23.34) | 4,226 (24.30) | 4,389 (25.24) |
| 38.0  | 3,434 (19.74) | 3,580 (20.58) | 3,738 (21.49) | 3,912 (22.49) | 4,095 (23.55) | 4,263 (24.51) |
| 38.5  | 3,436 (19.76) | 3,606 (20.73) | 3,791 (21.80) | 3,982 (22.90) | 4,175 (24.01) | 4,389 (25.24) |
| 39.0  | 3,738 (21.49) | 3,918 (22.53) | 4,095 (23.55) | 4,263 (24.51) | 4,462 (25.66) | 4,662 (26.81) |
| 40.0  | 3,918 (22.53) | 4,095 (23.55) | 4,263 (24.51) | 4,462 (25.66) | 4,662 (26.81) | 4,878 (28.05) |
| 41.0  | 4,095 (23.55) | 4,263 (24.51) | 4,462 (25.66) | 4,662 (26.81) | 4,878 (28.05) | 5,088 (29.25) |
| 42.0  | 4,263 (24.51) | 4,462 (25.66) | 4,662 (26.81) | 4,878 (28.05) | 5,088 (29.25) | 5,324 (30.61) |
| 43.0  | 4,247 (24.42) | 4,426 (25.45) | 4,606 (26.48) | 4,783 (27.50) | 4,963 (28.54) | 5,143 (29.57) |
| 44.0  | 4,393 (25.26) | 4,591 (26.40) | 4,799 (27.59) | 5,027 (28.90) | 5,244 (30.15) | 5,487 (31.55) |
| 45.0  | 4,547 (26.14) | 4,752 (27.32) | 4,967 (28.56) | 5,202 (29.91) | 5,427 (31.20) | 5,679 (32.65) |
| 46.0  | 4,707 (27.06) | 4,919 (28.28) | 5,141 (29.56) | 5,384 (30.96) | 5,617 (32.30) | 5,877 (33.79) |

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

Board Approve date: 3/10/2018 Signature [Signature] Date 3/22/2018

## **APPENDIX B: AR4218**

AR 4218

Dismissal/Suspension/Disciplinary Action

Termination of Probationary Employment

At any time prior to the expiration of the probationary period, the Superintendent or designee may, at his/her discretion, dismiss a probationary classified employee from district employment. A probationary employee shall not be entitled to a hearing.

Involuntary Suspension Without Pay, Demotion, Reduction of Pay Step in Class, or Dismissal of Permanent Classified Employees

Permanent classified employees shall be subject to personnel action (suspension without pay, demotion, reduction of pay step in class, dismissal) only for cause. The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

### 1. Causes

In addition to any disqualifying or actionable causes otherwise provided for by statute or by policy or regulation of this district, each of the following constitutes cause for personnel action against a permanent classified employee:

- a. Falsifying any information supplied to the school district, including, but not limited to, information supplied on application forms, employment records, or any other school district records.
- b. Incompetency.
- c. Inefficiency.
- d. Neglect of duty.
- e. Insubordination.
- f. Dishonesty.
- g. Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her.

(cf. [4020](#) - Drug and Alcohol-Free Workplace)

- h. Possessing or being under the influence of a controlled substance at work or away from work, or furnishing a controlled substance to a minor.
- i. Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction for this purpose.
- j. Absence without leave.
- k. Immoral conduct.
- l. Discourteous treatment of the public, students, or other employees.
- m. Improper political activity.
- n. Willful disobedience.
- o. Misuse of district property.
- p. Violation of district, Board or departmental rule, policy, or procedure.
- q. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.
- r. Refusal to take and subscribe any oath or affirmation which is required by law in connection with his/her employment.
- s. A physical or mental disability which precludes the employee from the proper performance of his/her duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law regulating the retirement of employees.
- t. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age against the public or other employees while acting in the capacity of a district employee.
- u. 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 an actual or suspected violation of state or federal law occurring on the job or directly related thereto.

v. Any other failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the district or his/her employment.

Except as defined in item "s" above, no personnel action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the district.

## 2. Initiation and Notification of Charges

The Superintendent or designee may initiate a personnel action as defined herein against a permanent classified employee.

In all cases involving a personnel action, the person initiating the action shall file a written recommendation of personnel action with the Board. A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address. The recommendation shall include:

- a. A statement of the nature of the personnel action (suspension without pay, demotion, reduction of pay step in class, or dismissal).
- b. A statement of the cause or causes for the personnel action, as set forth above.
- c. A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy, or regulation of the district is alleged, the rule, policy, or regulation violated shall be stated in the recommendation.
- d. A statement of the employee's right to appeal the recommendation and the manner and time within which the appeal must be filed.
- e. A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.

## 3. Employment Status Pending Appeal or Waiver

Except as provided herein, any employee against whom a recommendation of personnel action has been issued shall remain on active duty status and responsible for fulfilling the duties of the position pending his/her appeal or waiver thereof.

If the Superintendent or designee determines that a permanent classified employee should be dismissed and that his/her continuing in active duty status

would present an unreasonable risk of harm to students, staff, or property while proceedings are pending, the Superintendent or designee may order the employee immediately suspended from duty without pay in conjunction with the recommendation of personnel action. This suspension order shall be in writing and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the employee either personally or by registered or certified mail, return receipt requested, immediately after issuance. Except in cases of emergency when the employee must be removed from the premises immediately, the Superintendent or designee shall give the employee written notice of the proposed recommendation of dismissal at least five calendar days before the effective date of any order of suspension issued in conjunction with a recommendation involving dismissal. This notice shall state that immediate suspension without pay is being considered, the reasons for the proposed dismissal and proposed immediate suspension without pay, materials upon which the proposed action is based, and the employee's right to respond to the Superintendent or designee orally or in writing before the final recommendation and order are issued.

#### 4. Time Limit of Suspension

Except for a suspension imposed under #3 above, any suspension invoked under these rules against any one person for one or more periods shall not aggregate more than 90 calendar days in any 12-month period; however, this time limitation shall not apply to cases in which a personnel action of dismissal is modified by the Board to a suspension.

#### 5. Right to Appeal

Within five calendar days after receiving the recommendation of personnel action described above, the employee may appeal by signing and filing the card or paper included with the recommendation. Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of appeal. A notice of appeal is filed only by delivering the notice of appeal to the office of the Superintendent or designee during normal work hours of that office. A notice of appeal may be mailed to the office of the Superintendent or designee but must be received or postmarked no later than the time limit stated herein. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any appeal of the recommendation of dismissal shall also constitute an appeal of the suspension order, and the necessity of the order shall be an issue in the appeal hearing.

If the employee fails to file a notice of appeal within the time specified in these rules, he/she shall be deemed to have waived his/her right to appeal, and the Board may order the recommended personnel action into effect immediately.

## 6. Amended/Supplemental Charges

At any time before an employee's appeal is finally submitted to the Board or to a hearing officer for decision, the complainant may, with the consent of the Board or hearing officer, serve on the employee and file with the Board an amended or supplemental recommendation of personnel action.

If the amended or supplemental recommendation presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare his/her defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegation may be made orally at the hearing and shall be noted on the record.

## 7. Hearing Procedures

a. The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board or hearing officer and the availability of counsel and witnesses. The parties shall be notified of the time and place of the hearing. The employee shall be entitled to appear personally, produce evidence, and have counsel. The employee shall be entitled to a public hearing if he/she demands it when the Board is hearing the appeal. The complainant may also be represented by counsel. The procedure entitled "Administrative Adjudication" commencing with Government Code 1150 shall not apply to any such hearing before the Board or a hearing officer. Neither the Board nor a hearing officer shall be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer or the Board.

b. All hearings shall be heard by a hearing officer (who shall be an attorney licensed in the State of California) except in those cases where the Board determines to hear the appeal itself. In any case in which the Board hears the appeal, the Board may use the services of its counsel or a hearing officer in ruling upon procedural questions, objections to evidence, and issues of law. If the appeal is heard by the Board, the Board shall affirm, modify or revoke the recommended personnel action.

c. If the appeal is heard by a hearing officer, he/she shall prepare a proposed decision in a form that may be adopted by the Board as the decision in the case. A copy of the proposed decision shall be received and filed by the Board and furnished to each party within 10 days after the proposed decision is filed by the Board. The Board may:

(1) Adopt the proposed decision in its entirety.

(2) Reduce the personnel action set forth in the proposed decision and adopt the balance of the proposed decision.

(3) Reject a proposed reduction in personnel action, approve the personnel action sought by the complainant or any lesser penalty, and adopt the balance of the proposed decision.

(4) Reject the proposed decision in its entirety.

d. If the Board rejects the proposed decision in its entirety, each party shall be notified of such action and the Board may decide the case upon the record including the transcript, with or without the taking of additional evidence, or may refer the case to the same or another hearing officer to take additional evidence. If the case is so assigned to a hearing officer, he/she shall prepare a proposed decision, as provided in item "7c" above, upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of this proposed decision shall be furnished to each party within 10 days after the proposed decision is filed by the Board.

e. In arriving at a decision or a proposed decision on the propriety of the proposed personnel action, the Board or the hearing officer may consider the records of any prior personnel action proceedings against the employee in which a personnel action was ultimately sustained and any records that were contained in the employee's personnel files and introduced into evidence at the hearing.

## 8. Hearing Decision

The decision of the Board shall be in writing and shall contain findings of fact and the personnel action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them.

The decision of the Board shall be certified to the Superintendent or designee who recommended the personnel action, and he/she shall enforce and follow this decision. A copy of the decision shall be delivered to the appellant or his/her designated representative personally or by registered mail. The decision of the Board shall be final.

## 9. Compulsory Dismissal

The district shall not employ or retain in employment any person who has been convicted of any sex offense as defined in Education Code [44010](#) or any controlled substance offense as defined in Education Code [44011](#). However, the district may employ a person convicted of a controlled substance offense if the Board determines from the evidence it requires that the person has been rehabilitated for at least five years. If any such conviction is reversed and the person acquitted or charges dismissed except as otherwise provided below, the employee may be reemployed by the district, although reemployment is not a guarantee. (Education Code [45123](#))

The district reserves the right to dismiss an employee for any acts upon which the original criminal charges were based, despite the disposition by the courts. If dismissal is recommended and upheld, an employee will not be reemployed or compensated for the time he/she was suspended unless otherwise required by law. An employee shall be given notice of the possibility of not being reimbursed during mandatory suspension if he/she is ultimately dismissed for the acts upon which the original charges were based.

#### 10. Extension of Compulsory Leave

The Board may extend an employee's compulsory leave of absence by giving him/her notice, within 10 days after the entry of judgment in the proceedings, that he/she will be dismissed in 30 days unless he/she demands a hearing. Employee compensation during the period of compulsory leave shall be made in accordance with law. (Education Code [44940.5](#))

Legal Reference:

#### EDUCATION CODE

35161 Delegation of powers and duties

44009 Conviction of specified crimes

44010 Sex offense

44011 "Controlled substance offense" defined

44940 Leave of absence; employee charged with mandatory or optional leave of absence offense

44940.5 Compulsory leave of absence; procedures; extension; compensation; bond or security; reports

45101 Definitions (including "disciplinary action," "cause")

45109 Fixing of duties

45113 Rules and regulations for classified service in districts not incorporating the merit system

45123 Employment after conviction of sex or narcotics offense

45302 Demotion and removal from permanent classified service



45303 Additional cause for suspension or dismissal of employees in classified service

45304 Suspension for reasonable cause; filing of charges; employee charged with mandatory or optional leave of absence offense

#### VEHICLE CODE

1808.8 School bus drivers; dismissal for safety-related cause

#### UNITED STATES CODE, TITLE 42

12101 -12213 Americans With Disabilities Act

#### COURT DECISIONS

California School Employees v. Livingston Union School District, (2007) 149 Cal.App 4th 391

CSEA v. Foothill Community College District, 52 Cal. App. 3rd 150, 155-156, 124 Cal. Rptr 830 (1975)

Regulation BERRYESSA UNION SCHOOL DISTRICT

Approved: August 14, 2018 San Jose, California

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

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

## **APPENDIX D: CLASSIFICATIONS**

### BERRYESSA UNION SCHOOL DISTRICT

#### TEAMSTERS LOCAL 150

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

\*Inactive Classifications at the time of publication

## **APPENDIX E**

### **BERRYESSA UNION SCHOOL DISTRICT**

#### **FAMILY AND MEDICAL CARE LEAVE AND PREGNANCY DISABILITY LEAVE GUIDELINES**

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

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

#### **I. Family Care & Medical Leave**

##### **A. Eligibility**

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

##### **B. Family Care And Medical Leave Entitlement**

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

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

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

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

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

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

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

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

D. Minimum Duration Of Leave

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

E. Pay Status And Benefits

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

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

Any leave of absence that qualifies as family care and medical leave and is designated by the District as family care and medical leave will be counted as running concurrently with any other paid or unpaid leave to which the employee may be entitled for the same qualifying reason under the collective bargaining agreement or District policy.

G. Relationship To Pregnancy Disability Leave

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

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

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

I. Medical Certification

1. An employee's request for family care and medical leave to care for a child, a spouse, or a parent who has a serious health condition shall be supported by a certification issued by the health care provider of the individual requiring care. If additional leave is required after the expiration of the time originally estimated by the health care provider, the employee shall provide the District with recertification by the health care provider.
2. An employee's request for family care and medical leave because of employee's own serious health condition or pregnancy disability leave shall be supported by a certification issued by the employee's health care provider.
3. As a condition of an employee's return from leave taken because of the employee's own serious health condition, the employee is required to obtain certification from the employee's care provider that the employee is able to resume work.
4. Employees are required to use the medical certification forms available from the District Human Resources Department to meet the certification and recertification requirements of this section.

J. District's Response To Leave Request

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

K. Dual Parent Employment

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

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

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

**II. Pregnancy Disability Leave (PDL)**

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

A. PDL Entitlement

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

B. Intermittent or Reduced Schedule Leave

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

C. Relationship of PDL to FMLA and CFRA Leaves

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

D. Pay Status and Benefits

Except as provided in this Agreement, pregnancy disability leave will be unpaid. The District will continue to provide District contributions toward health insurance plans



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

#### District Recovery of Fringe Benefits Premiums

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