

**NEGOTIATED AGREEMENT**

*BETWEEN*

**TEAMSTERS LOCAL UNION 150**

**AND**

**THE GOVERNING BOARD AND  
ADMINISTRATION**

**OF THE**

**BERRYESSA UNION SCHOOL DISTRICT**

**July 1, 2016 – June 30, 2019**

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## 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

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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[A1] 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.

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- 7.8.3.3.4 The arbitrator shall have no authority to interpret any state or federal law when the compliance or non-compliance therewith might be involved in the consideration of the grievance or to award punitive damages.
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- 7.8.3.3.5 The arbitrator's decision shall be final and binding, except that awards equal to or greater than \$200,000 shall be advisory decisions to the Board of Trustees.
- 458                   7.8.3.4   **Advisory Decision**
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- 7.8.3.4.1 The Board of Trustees shall consider the advisory decision of the arbitrator at its next scheduled meeting. The Board of Trustees, at its option, shall accept, modify or reject the arbitrator's decision. In the event the Board of Trustees takes no action within ten (10) days of the meeting, the decision of the arbitrator shall be the decision of the Board of Trustees. If the Board of Trustees elects to modify or reject the decision of the arbitrator, the grievant may request a hearing for the next regular meeting of the Board of Trustees.
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- 7.8.3.4.2 The decision of the Board of Trustees shall be binding to the extent that no rights of the aggrieved to further legal action are abrogated.

477 **ARTICLE 8: COMPENSATION AND BENEFITS**

478 8.1 **Salary**

479 **2016-2017 Salary Schedule Increase**

480 Effective July 1, 2016, the 2015-2016 salary schedule will be increased by  
481 three and three-quarters percent (3.75%). This revised 2016-2017 salary  
482 schedule shall be attached to this Agreement as Appendix A-1

483 **2017-2018 Salary Schedule Increase**

484 Effective July 1, 2017, the 2016-2017 salary schedule will be increased by  
485 five percent (5%). This revised 2017-2018 salary schedule shall be  
486 attached to this Agreement as Appendix A-2.

487 **2018-2019 Salary Schedule Increase**

488 Effective July 1, 2018, the 2017-2018 salary schedule will be increased by  
489 two and one-half percent (2.5%). This revised 2018-2019 salary schedule  
490 shall be attached to this Agreement as Appendix A-3.

491 8.2 **Health and Welfare Benefits**

492 The District will make available medical, vision and dental insurance  
493 programs and will contribute toward premiums for these insurance  
494 programs as described below.

495 8.2.1 **Medical Premiums**

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

505 8.2.1.1 **District Basic Contribution For Medical Premiums**

506 PEMHCA (California Government Code Section  
507 22892) requires the District to make minimum  
508 contributions for both unit members and annuitants.  
509 This minimum contribution is referred to in this Article  
510 as the "District Basic Contribution." Effective January  
511 1, 2014, the District Basic Contribution is \$119 per  
512 month per eligible full-time unit member (four hours or

513 more) for an approved CalPERS health plan option.  
514 The District Basic Contribution will increase thereafter  
515 will as required by law. This District Basic  
516 Contribution is required only to the extent that it is  
517 mandated by law and only as long as the District  
518 participates in the PEMHCA plan.

519 8.2.1.2 **District Supplemental Benefits Contribution For**  
520 **Medical Premiums**

521 8.2.1.2.1 Beginning January 1, 2016, the District  
522 will provide to each eligible full-time unit  
523 member a supplemental monthly  
524 contribution toward the costs of the  
525 medical plans that when added to the  
526 District Basic Contribution in Section  
527 8.2.1.1 will not exceed the following  
528 monthly amounts.

- 529 • For unit members enrolled in  
530 employee only medical benefits  
531 plans: \$617.
- 532 • For unit members enrolled in two-  
533 party medical benefits plans:  
534 \$1,209.
- 535 • For unit members enrolled in family  
536 medical benefits plans: \$1,493.

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

540 8.2.1.2.2 Beginning January 1, 2017, the District  
541 will provide to each eligible full-time unit  
542 member a supplemental monthly  
543 contribution toward the costs of the  
544 medical plans that when added to the  
545 District Basic Contribution in Section  
546 8.2.1.1 will not exceed the following  
547 monthly amounts.

- 548 • For unit members enrolled in  
549 employee only medical benefits  
550 plans: \$632.



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- For unit members enrolled in two-party medical benefits plans: \$1,284.
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- For unit members enrolled in family medical benefits plans: \$1.668.
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- 8.2.1.2.3
- Beginning on the date the Governing Board approves this revised agreement, the District will provide to each eligible full-time unit member a supplemental monthly contribution toward the costs of the medical plans that when added to the District Basic Contribution in Section 8.2.1.1 will not exceed the following monthly amounts.
- 565  
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- For unit members enrolled in employee only medical benefits plans: \$661.
- 568  
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- For unit members enrolled in two-party medical benefits plans: \$1,347.
- 571  
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- For unit members enrolled in family medical benefits plans: \$1.747.
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- 8.2.1.2.4
- Notwithstanding Subsections 8.2.1.2 and 8.4.2, for each part-time unit member working at least four hours per day whose regular total part-time assignment on June 1, 2010 was at least four hours per day, the District will continue to provide supplemental monthly contributions 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 greater of \$1,075 per month or the applicable plan cap listed in Section 8.2.1.2, pro-rated 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 8.7.4 A permanent employee who voluntarily resigns from a permanent  
753 classified position with the District and is reinstated or reemployed  
754 by the District within 39 months after the resignation shall be  
755 eligible to have all years worked (as defined in Sections 8.7.1 and  
756 8.7.2) counted for longevity without regard to the break in service.  
757 This Section 8.7.4 applies only to unit members reinstated or  
758 reemployed on or after July 1, 2014.  
759
- 760 8.7.5 Employees with breaks in service shall be eligible to have all  
761 years worked (as defined in Sections 8.7.1 and 8.7.2) counted  
762 for longevity, effective November 1, 2001. This Section 8.7.5  
763 shall apply only to unit members reinstated or reemployed  
764 before July 1, 2014.
- 765 8.7.6 Effective July 1, 2015, one year of longevity credit shall be  
766 restored for each unit member whose longevity credit was  
767 frozen effective August 1, 2010 pursuant to Section 8.9 of the  
768 Negotiated Agreement between the District and Teamsters  
769 Local 150 in effect for the 2010-2011 year, and who had not  
770 reached the maximum longevity credit on or before July 1, 2015.  
771 Before this section is implemented, the District and Teamsters  
772 will agree upon a list of unit members affected by the 2010-11  
773 longevity credit freeze who will receive a longevity adjustment  
774 pursuant to this Section 8.7.6 effective on July 1, 2015. This  
775 determination shall not be subject to the grievance provisions of  
776 Article 7. Any unit member who believes the longevity  
777 determination is in error must notify the District of the alleged  
778 error no later than May 27, 2016. The District and Union will  
779 meet to consider and resolve the unit member's claim within  
780 thirty (30) days of receipt.

781 8.8 **Step Increases**

- 782 All eligible unit members will receive a step increase commencing in the  
783 month following the anniversary date of hire.  
784
- 785 Effective July 1, 2015, the step increase will be restored for any unit  
786 member(s) below step 6 on July 1, 2015 as a result of step freeze that  
787 was effective August 1, 2010 pursuant to Section 8.9 of the Negotiated  
788 Agreement between the District and Teamsters Local 150 in effect for the  
789 2010-2011 year. Before this section is implemented, the District and  
790 Teamsters will agree upon a list of the unit member(s) affected by the  
791 2010-11 step freeze who had not attained the maximum step placement  
792 (step 6) by July 1, 2015. This determination shall not be subject to the  
793 grievance provisions of Article 7. Any unit member who believes the step  
794 change determination is in error must notify the District of the alleged error  
795 no later than May 27, 2016. The District and Union will meet to consider  
796 and resolve the unit member's claim within thirty (30) days of receipt.

797

798 8.9 **Shift Differential**

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

805 8.10 **Middle School Custodian Differential**

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

809

810 8.11 **Professional Growth**

811 8.11.1 **Establishment of Professional Growth Committee**

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

820 8.11.2 **Duties of the Committee**

821 Committee members will review requests for Professional  
822 Growth, for their respective bargaining units. The Committee  
823 will review Professional Growth applications in accordance with  
824 Section 8.11.5.4 below.

825 8.11.3 **Professional Growth Requirements**

826 Professional Growth increments may be earned by completing  
827 nine (9) units of work in community college, accredited  
828 university or college or Adult Education (including seminars,  
829 trade classes and workshops). Professional Growth Increments  
830 will be paid at \$250 per increment paid in a lump sum on  
831 November 30. All unit members shall be eligible to participate in  
832 the Professional Growth program.

833 8.11.4 **Unit Evaluation Requirements**

834 8.11.4.1 All units approved and earned, must be job related  
835 and/or a course that provides a direct benefit to the  
836 District. Credit may be granted only for courses  
837 completed beginning after employment with the  
838 Berryessa Union School District. Courses submitted  
839 for credit must be approved as stated in Section  
840 8.11.5 prior to beginning classes.

841 8.11.4.2 One (1) unit (or one semester) normally represents  
842 one (1) hour per week during one (1) semester in  
843 lecture or recitation work with necessary preparation  
844 time, or three (3) hours per week in laboratory or  
845 other work not requiring homework or other  
846 preparation.

847 8.11.4.3 Credit for classes in adult education or other  
848 approved education experience (including seminars,  
849 trade classes, and workshops) will be granted as  
850 follows:

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

851 8.11.4.4 Credit for adult education courses, seminars, trade  
852 classes, and/or workshops that are less than five  
853 hours in length may be combined in order to earn  
854 professional growth units and increments.

855 8.11.4.5 In order to receive credit for the course, all employees  
856 taking courses in adult education must obtain a  
857 satisfactory grade and follow the attendance schedule  
858 (see absences permitted). Courses may only be  
859 repeated if the employee fails the course. Credit for  
860 District units may be carried into the succeeding  
861 school year.



- 862 8.11.4.6 Professional growth credit will not be granted for  
863 courses, seminars, and/or workshops paid for by the  
864 District or attended on District time.
- 865 8.11.5 **Procedures**
- 866 8.11.5.1 Applicants for Professional Growth obtain the  
867 application form from the office of Human Resources.  
868 Applicants shall fill out the form completely and obtain  
869 the immediate supervisor's signature.
- 870 8.11.5.2 Applicants shall submit the signed form to the Human  
871 Resources office. Upon receipt, Human Resources  
872 shall distribute applications to the Teamsters  
873 Professional Growth Committee Member
- 874 8.11.5.3 The Teamsters Committee Member shall indicate on  
875 the application that they approve or deny the request,  
876 and shall submit the application to the Assistant  
877 Superintendent of Human Resources for approval  
878 within five (5) work days. The Assistant  
879 Superintendent of Human Resources shall indicate on  
880 the application form that they approve or deny the  
881 request within five (5) work days of receipt of the  
882 application. If both the Teamsters Committee  
883 Member and the Assistant Superintendent of Human  
884 Resources approve the request, the application is  
885 considered complete and the applicant may begin  
886 approved courses. If both deny the request, the  
887 application is considered complete and the application  
888 is denied.
- 889 8.11.5.4 If there is disagreement between the Teamster  
890 Committee Member and the Assistant Superintendent  
891 of Human Resources, the application shall be  
892 forwarded to the Professional Growth Committee  
893 Chairperson for committee review within five (5) work  
894 days. The Committee shall vote to approve or deny  
895 the application. The decision of the Professional  
896 Growth Committee is final.
- 897 8.11.5.5 It is the responsibility of the applicant to apply for  
898 Professional Growth Credit and verify completion of  
899 course work with Human Resources. An official  
900 transcript, verified grade card, instructor's signed  
901 statement, or signed certificate of completion covering  
902 work completed shall be filed by the applicant with  
903 Human Resources within three (3) months of  
904 completing the class.

905 8.12 **Public Employee's Retirement System (PERS) Payments For Unit**  
906 **Members Employed By The District Before January 1, 2013 And**  
907 **"Classic" PERS Members**

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

913 Pursuant to Government Code Section 7522.04(f), effective January 1,  
914 2013, the District shall not pay any required member contributions for unit  
915 members employed by the District on or after January 1, 2013 who are  
916 "new members" as defined by law and any related CalPERS rules and  
917 regulations.

918 8.13 **Private Disability**

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

921 **ARTICLE 9: PROBATION AND EVALUATION**

922 9.1 **Newly Hired Unit Member And Lateral Transfers**

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

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

929 9.2 **Permanent Unit Members**

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

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

942 9.3 **Promoted Unit Members**

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

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

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

952 **ARTICLE 10: TRANSFERS AND ADVANCEMENT**

953 10.1 **Filing Vacancies**

954 In the event a vacancy becomes available in the District, the order for  
955 filling vacancy shall be determined as set forth in section 10.1.1 and  
956 10.1.3.

957 10.1.1 **Current Bargaining Unit Members**

958 Seniority = hire date into the District

959 The selection criteria shall be training, skills, and previous  
960 experience. If training skills and previous experience are equal,  
961 seniority will be the determining factor.

962 Current bargaining unit members shall be considered before  
963 outside applicants are considered.

964 10.1.2 **Posting of Vacancies**

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

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

980 10.1.3 **Outside Candidates**

981 Supervisors shall receive applications from current unit  
982 members first. If all applications from current unit members are  
983 rejected, Human Resources will consider outside candidates.

984 10.2 **Failure To Complete Promotional Probation**

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

989 10.3 **Administrative Transfer**

990 10.3.1 **Definition**

991 An administrative transfer is a District-initiated movement of an  
992 employee from one work site to another work site within the  
993 same classification or within the same salary range that is non-  
994 promotional in nature.

995 10.3.2 **Transfer**

996 An administrative transfer may be initiated by the District at any  
997 time such transfer is in the District's best interest based on  
998 work-related needs. The unit member affected by such transfer  
999 and the Union shall be given notice as soon as possible. The  
1000 unit member shall be afforded the opportunity to meet with the  
1001 District regarding the transfer.

1002 10.3.3 **Accommodation For Disability**

1003 The District may also administratively transfer a unit member or  
1004 unit members, if the transfer is necessary to accommodate an  
1005 individual with a qualified disability under the Americans with  
1006 Disabilities Act or the parallel California statute. This provision  
1007 is not grievable.

1008 10.3.4 **District Reorganization**

1009 The District shall consult with the Union in advance of  
1010 implementing any reorganization that may cause the transfer of  
1011 unit members.

1012 10.4 **Substitute Service While Filling Vacancy**

1013 If the District is engaged in the process of hiring a permanent employee to  
1014 fill a vacancy in any unit position, the District may fill the vacancy through  
1015 the employment of one or more substitutes for not more than sixty (60)  
1016 calendar days. If the position remains unfilled after sixty (60) calendar  
1017 days, the District shall consult with the Union concerning the difficulties in  
1018 the filling of the position. The Union may grant an extension for an  
1019 additional thirty (30) work days.

1020 10.5 **Part-Time Unit Members Working As Substitutes**

1021 10.5.1 Part-time unit members may act as substitutes or may assume  
1022 short-term positions in those hours that they are not regularly  
1023 employed. To be considered, the unit member must place  
1024 his/her name on a District list, the unit member must be  
1025 qualified, and the extra work may be assigned without  
1026 administrative difficulties.

1027 10.5.2 The unit member's status in these positions remains short term  
1028 or that of a substitute. The unit member does not accrue  
1029 seniority or gain hours for benefit eligibility. The pay rate will be  
1030 in accordance with the rate applicable to the classification in  
1031 which the unit member is serving as a substitute.

1032 10.6 **Promotional Pay**

1033 When a unit member is promoted to a higher classification, the unit  
1034 member will be entitled to placement in the appropriate range and step  
1035 that provides no less than a five percent (5%) increase.

1036 **ARTICLE 11: LEAVE PROVISIONS**

1037 11.1 **Release Time**

1038 Released time without loss of compensation shall be granted to two Union  
1039 designated delegates to attend the actual days the Teamsters Union  
1040 annual conference is in session. The Union shall provide the District with  
1041 thirty (30) days written notice of the names of the two delegates that are  
1042 entitled to receive released time.

1043 11.2 **Sick Leave**

1044 11.2.1 An employee who is absent for any reason must report by  
1045 telephone to the employee's department head on the first day of  
1046 such absence, unless prior approval has been obtained. Failure  
1047 to report an absence is considered a serious offense and  
1048 continual failure to submit such a report will be considered  
1049 grounds for dismissal.

1050 11.2.2 Whenever an illness/injury causes absence of five or more  
1051 consecutive days, the employee shall provide to the Assistant  
1052 Superintendent of Human Resources a written statement from a  
1053 physician certifying that the physician has determined the nature  
1054 of the illness/injury, and that it renders the unit member unable  
1055 to work. The physician's statement shall be specific as to the  
1056 expected duration of the unit member's absence due to the  
1057 illness/injury. At reasonable intervals thereafter, the District may  
1058 require from the employee additional written statements by a  
1059 physician certifying the continuing inability to work.

1060 11.2.3 In the event of a scheduled sick leave absence (surgery,  
1061 childbirth, etc.) the employee shall notify Human Resources in  
1062 writing of the anticipated absence. Such notification shall  
1063 include the anticipated beginning and ending dates of the leave.

1064 11.2.4 Whenever possible, such notification shall be provided at least  
1065 twenty (20) working days prior to the scheduled absence.

1066 11.2.5 Definition: Sick Leave is defined as the authorized absence  
1067 from duty of an employee because of:

1068 11.2.5.1 The employee's own illness or injury not covered by  
1069 Worker's Compensation.

1070 11.2.5.2 The employee's dental, eye and other physical or  
1071 medical examination or treatment by a licensed  
1072 practitioner.

1073 11.3 **Paid Sick Leave**

1074 11.3.1 Regular classified bargaining unit employees shall earn paid  
1075 sick leave in accordance with the provisions of the Education  
1076 Code (Section 45191). Unused sick leave may be accumulated  
1077 without limit.

1078 11.3.2 At the beginning of each fiscal year, the number of sick leave  
1079 days of the employee shall be increased by the number of days  
1080 of paid sick leave which the employee would normally earn in  
1081 the ensuing fiscal year. An employee's number of sick leave  
1082 days shall be adjusted if a change of assignment alters the  
1083 amount of sick leave earnable.

1084 11.3.3 Sick leave may be taken at any time, provided that new  
1085 employees shall not be eligible to use more than six (6) days of  
1086 paid sick leave until the first day of the calendar month after  
1087 completion of six (6) months active service with the District.

1088 11.3.4 Pay for any day of sick leave shall be based upon the same  
1089 hours, exclusive of premium hours the employee was scheduled  
1090 to work and would have worked that day but shall not be paid  
1091 for less than the employee's assigned hours. When an  
1092 employee's sick pay exceeds his/her normally or averaged  
1093 hours, the difference shall be deducted from the employee's  
1094 sick leave account in increments equal to that overage.

1095 11.3.5 Sick leave absence shall be deducted in one-hour increments of  
1096 earned sick leave. Such leaves of one (1) hour or less shall be  
1097 equal to one hour. In order to receive compensation while  
1098 absent on sick leave, the employee must notify the supervisor of  
1099 the employee's absence at least one (1) hour before the  
1100 beginning of the working day on the first day absent, unless  
1101 conditions make notification impossible. The burden of proof of  
1102 impossible conditions shall be upon the employee.

1103 11.3.6 At least one (1) day prior to the employee's expected return to  
1104 work, the employee shall notify the supervisor in order that any  
1105 substitute may be terminated. If the employee fails to notify the  
1106 supervisor and both the employee and the substitute report, the  
1107 substitute is entitled to the assignment, and the employee shall  
1108 not work on that day.

1109 11.3.7 Employees have the option to verify prior sick leave credit and  
1110 request adjustments. The Payroll Department shall maintain  
1111 records of sick leave utilization and balance.



1112 11.4 **Labor Code Section 233 Sick Leave Use (Formerly “Kin-Care”)**

1113 11.4.1 To the extent required by California Labor Code Section 233, in  
1114 any fiscal year, a unit member may use up to a maximum of  
1115 one-half (1/2) of the days of sick leave that are credited to the  
1116 unit member in one (1) year pursuant to Section 11.3.1 and  
1117 Education Code Section 45191 for the reasons stated in Labor  
1118 Code Section 246.5, including the following:

1119 11.4.1.1 Diagnosis, care, or treatment of an existing health  
1120 condition of, or preventive care for the unit member’s  
1121 child, parent, spouse, registered domestic partner,  
1122 parent-in-law, grandparent, grandchild, or sibling; or

1123 11.4.1.2 For a unit member who is a victim of domestic  
1124 violence, sexual assault, or stalking, the purposes  
1125 described in Labor Code Sections 230(c) and 230.1  
1126 (a).

1127 11.4.2 For purposes of this Section 11.4, “child” means a biological,  
1128 foster, or adopted child, a stepchild, a legal ward, a child of a  
1129 domestic partner, or a child to whom the unit member stands in  
1130 loco parents (regardless of the age or dependency status of the  
1131 child); and “parent” means a biological, foster, or adoptive  
1132 parent, stepparent, or legal guardian of the unit member or the  
1133 unit member’s spouse or registered domestic partner, or a  
1134 person who stood in loco parentis when the unit member was a  
1135 minor child.

1136 11.4.3 This Section 11.4 does not extend the maximum period of leave  
1137 to which a unit member is entitled under the Family and Medical  
1138 Leave Act of 1993) (29 U.S.C. Section 2606 et. seq.), the  
1139 California Family Rights Act (Government Code Section  
1140 12945.2), and District policies implementing these Acts,  
1141 regardless of whether the unit member receives sick leave  
1142 compensation during those leaves.

1143 11.5 **Additional Sick Leave**

1144 11.5.1 After expiration of paid sick leave, an employee who is ill or  
1145 injured may, upon request, use accumulated vacation to avoid  
1146 leave without pay.

1147 11.5.2 After all paid leave and vacation time are exhausted, a unit  
1148 member shall receive the difference between the employee’s  
1149 salary and that actually paid a substitute for a period of time, not  
1150 to exceed five (5) calendar months from the first day of the  
1151 extended illness or injury.

1152 11.5.3 The District shall not deduct substitute pay unless a substitute is  
1153 actually performing the absent employee's duties or those of  
1154 another employee in order that the other employee may perform  
1155 the duties of the absent employee.

1156 11.6 **Termination of Sick Leave**

1157 11.6.1 An employee who has been placed on paid or unpaid sick leave  
1158 may return to duty at any time during the leave, provided that  
1159 the employee is able to resume the assigned duties, and if the  
1160 leave has been for more than 20 working days, provided that  
1161 the employee has notified the District of the employee's return  
1162 at least one (1) working day in advance.

1163 11.6.2 If, at the conclusion of all sick leave and additional leave, paid or  
1164 unpaid, the employee is still unable to return to active  
1165 employment, the employee will be placed on a re-employment  
1166 list for a period of 39 months in the same manner as if the  
1167 employee were laid off for lack of work or lack of funds.

1168 11.7 **Industrial Accident and Illness Leave**

1169 11.7.1 Permanent Classified Bargaining Unit employees shall be  
1170 granted industrial accident leave or illness leave in accordance  
1171 with the following regulations:

1172 11.7.1.1 An employee suffering an injury or illness arising out  
1173 of and in the course and scope of his/her employment  
1174 shall be entitled to a leave of sixty (60) working days  
1175 in any one fiscal year for the same accident. This  
1176 leave shall not be accumulated from year to year, and  
1177 when any leave will overlap a fiscal year, the  
1178 employee shall be entitled to only that amount  
1179 remaining at the end of the fiscal year in which the  
1180 injury or illness occurred. Industrial accident or illness  
1181 leave will commence on the first day of absence. If  
1182 within the sixty (60) working day period, an employee  
1183 who is on leave is released by a medical practitioner  
1184 to return to work without restrictions, the employee  
1185 shall assume his/her normal duties on the second  
1186 working day following his/her release.

1187 11.7.1.2 Payment for wages lost on any day shall not, when  
1188 added to an award granted the employee under the  
1189 Worker's Compensation laws of this state, exceed the  
1190 normal wage for the day. The industrial accident or  
1191 illness leave is to be used in lieu of normal sick leave  
1192 benefits. When entitlement to industrial accident or  
1193 illness leave under this section has been exhausted,

1194 entitlement to other sick leave, vacation or other paid  
1195 leave may be used. If, however, an employee is still  
1196 receiving temporary disability payments under the  
1197 Worker's Compensation laws for this state at the time  
1198 of the exhaustion of benefits under this section,  
1199 he/she shall be entitled to use only so much of his/her  
1200 accumulated and available normal sick leave and  
1201 vacation leave, which when added to the Worker's  
1202 Compensation award, provides for a day's pay at the  
1203 regular rate of pay.

1204 11.7.1.3 During all paid leaves of absence, whether industrial  
1205 accident leave as provided in this section, sick leave,  
1206 vacation, compensated time off or other available  
1207 leave provided by law or the action of a governing  
1208 board, the employee shall endorse to the District  
1209 wage loss benefit check received under the Worker's  
1210 Compensation laws of this state. The District, in turn  
1211 shall issue the employee appropriate warrants for  
1212 payment of wages or salary and shall deduct normal  
1213 retirement and other authorized contributions. When  
1214 all available leaves of absences, paid or unpaid, have  
1215 been exhausted and if the employee is not medically  
1216 able to assume the duties of the position, or the  
1217 employee is not in another position, they shall be  
1218 placed on a re-employment list for a period of 39  
1219 months. When available, during the 39-month period,  
1220 he/she shall be employed, provided the employee is  
1221 medically able, in a vacant position in the  
1222 classification previously held over all other available  
1223 candidates except for re-employment lists established  
1224 because of lack of work or lack of funds, in which  
1225 case he/she shall be listed in accordance with  
1226 appropriate seniority regulations. Any employee  
1227 receiving benefits as a result of this section shall,  
1228 during periods of injury or illness, remain within the  
1229 State of California unless the Board of Trustees  
1230 authorizes travel outside the state.

1231 11.7.1.4 An employee who has been placed on a re-  
1232 employment list, as provided herein, who has been  
1233 medically released for return to duty and who fails to  
1234 accept an appropriate assignment, shall be dropped  
1235 from the re-employment list.

1236 11.7.1.5 Employees who are entitled to a leave of absence  
1237 under the Family Medical Leave Act and the Family  
1238 Rights Act may take such leave as long as the

1239 employee meets the provision of the Act as permitted  
1240 by law and District policy.

1241 11.8 **Bereavement Leave**

1242 Each unit member is entitled to a leave of absence, not to exceed five (5)  
1243 days on account of the death of any member of the employee's immediate  
1244 family. The immediate family is defined as husband, wife, mother, father,  
1245 sister, brother, son, daughter, mother-in-law, father-in-law, grandfather,  
1246 grandmother, son-in-law, daughter-in-law, grandchild of the employee,  
1247 step-parent, step-son, step-daughter, brother-in-law, sister-in-law, or any  
1248 relative of either spouse living in the immediate house of the employee.

1249 11.9 **Paid Parental Leave**

1250 11.9.1 **Definition of Parental Leave**

1251 For the purpose of this Section 11.9, "parental leave" means  
1252 parental leave as defined in Education Code Section 45196.1,  
1253 i.e. leave required by Government Code Section 12945.2  
1254 (CFRA) for reasons of the birth of a child of a unit member, or  
1255 the placement of a child with a unit member in connection with  
1256 the adoption or foster care of the child by the unit member. This  
1257 Section 11.9 shall be interpreted and implemented in  
1258 accordance with the requirement of these laws.

1259 11.9.2 **Eligibility for Parental Leave Differential Pay**

1260 When a unit member has exhausted all available sick leave,  
1261 including all accumulated sick leave, and continues to be absent  
1262 from his or her duties on account of parental leave pursuant to  
1263 Government Code Section 12945.2 for a period of up to twelve  
1264 (12) work weeks whether or not the absence arises out of or in  
1265 the course of the employment of this employee, the amount  
1266 deducted from the salary due the unit member for any of the  
1267 additional twelve (12) work weeks in which the absence occurs  
1268 shall not exceed the sum that is actually paid a substitute  
1269 employee employed to fill the unit member's position during the  
1270 absence.

1271 All of the eligibility requirements for using CFRA leave under  
1272 Government Code Section 12945.2 apply to the use of parental  
1273 leave except, to the extent required by law (Education Code  
1274 Section 45196.1(d), a unit member shall not be required to have  
1275 1,250 hours of service with the District during the previous 12-  
1276 month period in order to be eligible for parental leave difference  
1277 pay.

1278            11.9.3    **Calculation Of Parental Leave**

1279                            For the purposes of this Section 11.9, the following shall apply:

1280            11.9.3.1    The 12-work week period shall be reduced by any  
1281                            period of sick leave, including accumulated sick leave  
1282                            taken during a period of parental leave pursuant to  
1283                            Government Code 12945.2. The 12-work week  
1284                            period of parental leave differential pay runs  
1285                            concurrently with any entitlement to unpaid leave for  
1286                            this purpose under Government Code section  
1287                            12945.2, and the aggregate amount of parental leave  
1288                            taken pursuant to this Section 11.9.3 and Government  
1289                            Code Section 12945.2 shall not exceed 12-work  
1290                            weeks in a 12-month period.

1291            11.9.3.2    A unit member shall not be provided more than one  
1292                            12-work week period per parental leave during any  
1293                            12-month period.

1294            11.9.3.3    The parental leave described in this Section and  
1295                            required by Education Code Section 45196.1 shall be  
1296                            applicable whether or not the absence from duty is by  
1297                            reason of a leave of absence granted by the District's  
1298                            governing board.

1299    11.10 **Sick Leave for Personal Necessity**

1300                            Up to seven (7) days of the sick leave granted annually to unit members  
1301                            as specified in Section 11.3.1 may be used by the employee for reasons  
1302                            of personal necessity.

1303            11.10.1    Business of an emergency or urgent nature, accidents, family  
1304                            illness, court appearances, death, imminent danger to home or  
1305                            personal property, and other unforeseen occurrences that  
1306                            require the unit member's presence are representative of those  
1307                            situations that constitute personal necessity. Personal  
1308                            necessity leave may not be used for purposes other than those  
1309                            described in this Section.

1310            11.10.2    Each unit member may utilize the provisions of this Section to  
1311                            take care of personal business which, under the circumstances,  
1312                            the unit member cannot reasonably be expected to disregard  
1313                            and which requires his/her attention during his/her assigned  
1314                            hours of service.

1315            11.10.3    Prior approval for utilization of personal necessity days is  
1316                            required, except when prior approval is not reasonably possible  
1317                            due to the circumstances of the need for the leave. If the unit

1318 member's immediate supervisor denies the request for Personal  
1319 Necessity Leave, the unit member may appeal the decision to  
1320 the Assistant Superintendent of Human Resources. The unit  
1321 member shall inform his/her supervisor of the general nature of  
1322 the personal necessity, but shall not be required to provide  
1323 personal and private details beyond the information required to  
1324 demonstrate that the leave qualified for personal necessity.  
1325 (Education Code Section 45207)

1326 11.10.4 Seven (7) days represents the maximum allowable number of  
1327 days available in any school year for personal necessity leave.  
1328 Personal necessity days may not be carried over from one year  
1329 to the next.

1330 11.10.5 Absences from duty related to employee organizational  
1331 concerns or work stoppage shall not be charged to personal  
1332 necessity. It shall continue to be the unit member's  
1333 responsibility to notify the department head or supervisor of their  
1334 absence.

1335 11.11 **Family Medical Leave and Pregnancy Disability Leave**

1336 Unit members are eligible for leave without pay under the federal Family  
1337 and Medical Leave Act (FMLA), the California Family Rights Act (CFRA),  
1338 and California's Pregnancy Disability Leave law. This leave is subject to  
1339 the rules and regulations implementing the Acts. These rules and  
1340 regulations are attached to this Agreement as Appendix E.

1341 11.12 **Official Business**

1342 Personnel may be excused from duty without loss of pay for participation  
1343 in Board-approved professional meetings of value to the District. These  
1344 absences from duty shall be classified as official business.

1345 Legally authorized expenses, including mileage to people so authorized,  
1346 will be allowed.

1347 11.13 **Legal Commitments and Transactions**

1348 Leaves of absence to serve on a jury or to appear as a witness in court  
1349 other than as a litigant shall be granted with no loss in pay provided the  
1350 employee endorses the fee received, exclusive of mileage allowance, to  
1351 the District. At the employee's option such leave of absence will be  
1352 granted without pay.

1353 11.14 **Military Leave**

1354 11.14.1 Every unit member who enters the military of the United States  
1355 or the State of California is entitled to a military leave. Such

1356 absence does not affect classification and does not constitute a  
1357 break in service. However, this absence does not count as part  
1358 of the probationary period required as a condition precedent to  
1359 classification as a permanent employee.

1360 11.14.2 Within six (6) months after an employee honorably leaves the  
1361 service, the employee is entitled to the position formerly held at  
1362 a salary the employee would have received had the employee  
1363 not been on military leave. Unit members ordered into military  
1364 service are entitled to one (1) month's pay from the school  
1365 district if one year of service has been rendered in the District.  
1366 Members of the National Guard are entitled to leave without  
1367 regard to the length of their public service, but this does not  
1368 include one (1) month's pay. See also related provisions in  
1369 Appendix E related to leave to care for covered family members  
1370 who are service members.

1371 11.14.3 **Military Service-Connected Disability Leave**

1372 As required by Education Code Section 45191.5, in addition to  
1373 any other entitlement for leave of absence for illness or injury  
1374 with pay, a unit member hired on or after January 1, 2017, who  
1375 is a military veteran with a military service-connected disability  
1376 rated at thirty percent (30%) or more by the United States  
1377 Department of Veterans Affairs shall be entitled to leave of  
1378 absence for illness or injury with pay of up to twelve (12) days  
1379 for the purpose of undergoing medical treatment for the unit  
1380 member's military service-connected disability.

1381 Credit for leave of absence for illness or injury granted under  
1382 this Section 11.14.3 shall be credited to a qualifying unit  
1383 member on the first day of employment and shall remain  
1384 available for use for the following twelve (12) months of  
1385 employment.

1386 Leave of absence for illness or injury credited pursuant to this  
1387 Section 11.14.3 that is not used during the 12-month period  
1388 shall not be carried over and shall be forfeited.

1389 The District may require the unit member to submit satisfactory  
1390 proof that a leave of absence for illness or injury granted under  
1391 this section is used for treatment of a military service-connected  
1392 disability.

1393 An eligible unit member employed five (5) days per week, who  
1394 is employed for less than a full fiscal year is entitled to that  
1395 proportion of twelve (12) days' leave of absence for illness or  
1396 injury as the number of months the unit members is employed  
1397 bears to twelve (12).

1398 An eligible unit member employed less than five (5) days per  
1399 week shall be entitled to that proportion of twelve (12) days'  
1400 leave of absence for illness or injury granted as the number of  
1401 days the unit member is employed per week bears to five (5).

1402 11.14.4 See also related provision in Appendix E related to leave to care  
1403 for covered family members who are servicemembers.

1404 **11.15 Other Leaves Required By Law**

1405 To the extend required by state or federal law, the District will provide unit  
1406 members with paid or unpaid leave of absence for reasons not specifically  
1407 listed in this section. For example, unit members may be entitled to  
1408 leaves pursuant to Labor Code Section 230 (crime victims), 230.1  
1409 (domestic violence), and 230.8 (school or child care enrollment or  
1410 emergencies). Personal necessity leave may be available for these  
1411 purposes pursuant to Section 11.10 above.

1412 **11.16 Leave Of Absence Without Pay**

1413 11.16.1 Leaves of absence without pay may be granted to a permanent  
1414 classified bargaining unit employee upon written request by the  
1415 employee to Human Resources and the approval of the Board  
1416 of Trustees, subject to the following restrictions:

1417 11.16.1.1 Leave of absence without pay may be granted to a  
1418 permanent classified bargaining unit employee who  
1419 has exhausted all entitlement to sick leave, vacation,  
1420 and other available paid leave and who is absent  
1421 because of illness/disability.

1422 11.16.1.2 Such leave may be granted for a period of time not to  
1423 exceed six (6) months. The Board may renew the  
1424 leave of absence without pay for two (2) additional six  
1425 (6) month periods, or such lesser leave periods that it  
1426 may provide, but not to exceed a total of eighteen (18)  
1427 months.

1428 11.16.2 Leave of absence without pay may be granted to a permanent  
1429 classified bargaining unit employee for the purpose of permitting  
1430 study by the employee or for the purpose of retraining the  
1431 employee to meet changing conditions within the District. Such  
1432 leave shall not exceed one (1) year in length. The Board may  
1433 provide that such leave be taken in separate six (6) month  
1434 periods or in any other appropriate periods, rather than for a  
1435 continuous one (1) year period, provided that the separate  
1436 periods of leave of absence shall be commenced and  
1437 completed within a three (3) year period.



- 1438            11.16.3    An employee returning from a leave of absence without pay  
1439                            shall be assigned to a position within the classification as held  
1440                            prior to the leave.
- 1441            11.16.4    If time is requested away from a position for a period of less  
1442                            than two (2) weeks, the employee need not apply for a leave of  
1443                            absence. He/she should make arrangements with his/her  
1444                            department supervisor and obtain prior approval.
- 1445            11.16.5    The unit member on leave of absence is not eligible to receive  
1446                            the District's contribution to the Health and Welfare Benefits  
1447                            program. However, the employee may continue to participate in  
1448                            the program by paying total premiums required.

1449 **ARTICLE 12: DISABILITY ACCOMMODATION**

1450 12.1 The District and the Union acknowledge that the law requires reasonable  
1451 accommodation for disabled unit members as defined, that  
1452 accommodations must be determined on an individual case by case basis,  
1453 and that the District has a legal obligation to meet with individual case by  
1454 case basis, and that the District has a legal obligation to meet with the unit  
1455 member to discuss accommodations. Prior to implementing any  
1456 accommodation which violates this Agreement or modifies a District  
1457 practice, the District shall give the Union notice and opportunity to  
1458 negotiate about matters within the scope of representation.

1459 12.2 Any accommodation provided to a bargaining unit member as required by  
1460 law or other state and federal disability statutes shall not establish a past  
1461 practice nor shall it be used as evidence of a past practice in  
1462 grievance/arbitration procedure.

1463 12.3 The District's procedures for processing all accommodation requests will  
1464 be consistent with the requirements of applicable law and regulations.

1465 **ARTICLE 13: PAYROLL ERRORS**

1466 13.1 A payroll error caused by the District resulting in insufficient payment to an  
1467 employee shall be corrected and a supplemental check issued not later  
1468 than five (5) working days after the employee provides notice to the  
1469 Payroll Department. A payroll error caused by the employee resulting in  
1470 insufficient payment to the employee shall be corrected in the next pay  
1471 period. Any payroll errors resulting in an overpayment to the employee  
1472 shall be corrected in the next pay period.

1473 13.2 If, after timely turning in his/her time card to his/her supervisor, an  
1474 employee receives insufficient payment due to the supervisor's untimely  
1475 filing of the approved time card, the payroll error shall be corrected no  
1476 later than five (5) working days after the time card has been provided to  
1477 the Payroll Department.

1478 **ARTICLE 14: UNIFORMS AND EQUIPMENT**

- 1479 14.1 The District shall pay the full cost of the purchase, lease, or rental of  
1480 uniforms, equipment, identification badges, emblems, and cards if  
1481 required by the District to be worn or used by bargaining unit employees.  
1482 If the District requires an employee to use any specific equipment or gear  
1483 in the performance of the employee's duties, the District agrees to furnish  
1484 such equipment or gear.
- 1485 14.2 In lieu of using District supplied safety-related shoes or boots, unit  
1486 members who are required to use specific safety shoes or boots may elect  
1487 to receive reimbursement of a maximum total of up to \$150 per year for  
1488 the purchase of no more than two pairs of approved safety-related shoes  
1489 or boots. To be eligible for reimbursement pursuant to this Section, unit  
1490 members must purchase the safety-related shoes or boots that meet the  
1491 District's specifications no later than December 1 each year. For newly  
1492 hired unit members first employed on or after September 1, any year, the  
1493 deadline for purchasing safety-related shoes or boots in the first year shall  
1494 be 90 days after the first date of employment. All requests for  
1495 reimbursement must include a receipt dated no more than 30 days before  
1496 the submission of the reimbursement request.
- 1497 14.3 Notwithstanding the above, if an employee voluntarily provides tools or  
1498 equipment belonging to the employee for use in the course of  
1499 employment, the District is not liable for any loss or damage or the  
1500 replacement cost of the tools or equipment.
- 1501 14.4 Should it be determined by the District that the employment duties of an  
1502 employee in the bargaining unit reasonably require the use of any  
1503 equipment or gear to ensure the safety of the employee or others, the  
1504 District agrees to furnish such equipment or gear.
- 1505 14.5 The District shall provide each school site with one set of rain gear for the  
1506 use of the school custodian. The lead custodian shall be responsible for  
1507 the safe keeping of the rain gear. As the rain gear needs replacing, the  
1508 lead custodian shall turn in such gear and receive new gear.

1509 **ARTICLE 15: PHYSICAL EXAMS**

1510 The District shall retain the right to require a physical examination of an  
1511 employee as a condition of continued employment. The District shall pay all  
1512 costs of such examination, including the employee's regular salary in the event  
1513 the examination is scheduled by the District during the employee's scheduled  
1514 work hours. In addition, full-time employees may have required tuberculosis  
1515 examinations performed during regular work hours subject to prior approval of  
1516 the employee's immediate supervisor. Unit members with occupational exposure  
1517 to blood borne pathogens (as determine by Board Policy and/or Administrative  
1518 Regulations) will be entitled to receive Hepatitis B vaccinations at no cost to  
1519 themselves.

1520 **ARTICLE 16: VACATION**

1521 16.1 **Vacation Accrual**

1522 16.1.1 Every regular unit member shall earn vacation at the prescribed  
1523 rate as part of the employee's compensation.

1524 16.1.2 All unit members shall earn vacation as follows:

	<u>10-Month Employee</u>	<u>12-Month Employee</u>
1525 First through fourth year:	10 days	12 days
1526 Fifth through ninth year:	12 days	15 days
1527 Ten plus years:	15 days	20 days

1529 16.2 **Posting of Vacation Leave**

1530 Employees earn vacation on a fiscal year basis. At the beginning of each  
1531 fiscal year, the employee's pay warrant shall reflect the carryover of paid  
1532 vacation hours plus the vacation hours normally earned in the ensuing  
1533 fiscal year. Employees hired during the fiscal year shall earn vacation on  
1534 a prorated basis for that initial fiscal year.

1535 16.3 **Vacation Leave During Probationary Period**

1536 No vacation shall be granted an employee during the first six (6) months of  
1537 employment, but on successful completion thereof, prorated vacation time  
1538 shall be allowed for time of service accrued.

1539 16.4 **Vacation**

1540 16.4.1 Earned vacation accumulated on a fiscal year basis must be  
1541 taken during the following fiscal year. Employees may be  
1542 permitted to take earned vacation leave within the same fiscal  
1543 year in which it is earned with the approval of the department  
1544 head, principal, or administrator.

1545 16.4.2 A department head, principal, or administrator may not defer an  
1546 employee's vacation without obtaining the approval of the  
1547 Superintendent or his/her designee in writing.

1548 16.5 **Vacation Interruption**

1549 Employees may interrupt, terminate, or defer vacation in order to use  
1550 bereavement leave or to use sick leave in the event of an illness which  
1551 exceeds five (5) work days without a return to active service, provided the  
1552 employee first notifies their supervisor and supplies Human Resources  
1553 with sufficient relative supporting information regarding the basis for such  
1554 interruption, termination, or deferment. Any vacation so deferred shall

1555 only be rescheduled with the approval of the employee's immediate  
1556 supervisor.

1557 16.6 **Vacation Scheduling**

1558 Vacation leave shall be scheduled and approved by the department head,  
1559 principal, or administrator. Effort shall be made to enable vacation time to  
1560 be taken at times mutually convenient to the employee, consistent with the  
1561 needs of the service and the work load of the department.

1562 16.7 **Ten-Month Employees**

1563 Vacation for 10-month unit members may be taken during their work year  
1564 when students are not scheduled for attendance. At the end of the work  
1565 year for 10-month employees, any vacation days remaining that could not  
1566 be scheduled during the work year will be paid on the June payroll  
1567 warrant. The amount paid will be the balance of any day(s) in excess of  
1568 one fiscal year carryover.

1569 16.8 **Twelve-Month Employees**

1570 Unit members shall present the proposed work and vacation calendars for  
1571 the next fiscal year to their supervisor no later than May 15. The District,  
1572 through the Assistant Superintendent of Human Resources, shall have the  
1573 right of final decision on vacation schedule. The vacation schedule shall  
1574 give priority consideration to student days, the summer cleaning needs of  
1575 the school and the return to work date for the teachers.

1576 16.9 **Holidays**

1577 A holiday which falls during the scheduled vacation period of any  
1578 bargaining unit employee shall be paid as a holiday and shall not be  
1579 charged to the employee's vacation account.

1580 16.10 **Vacation Salary**

1581 The salary at which vacation is paid shall be the employee's current salary  
1582 rate. An employee whose vacation time is earned and begun under a  
1583 given status shall suffer no loss of earned vacation by reason of  
1584 subsequent changes in conditions of employment.

1585 16.11 **Vacation Pay Upon Termination**

1586 When an employee in the bargaining unit is terminated for any reason,  
1587 he/she shall be entitled to all vacation pay earned and accumulated up to  
1588 and including the effective date of termination.

1589 **ARTICLE 17: HOURS**

1590 17.1 The normal work day shall be eight (8) hours; the normal work week shall  
1591 consist of not more than five (5) consecutive days, Monday through  
1592 Friday, for current employees. The District may change any employee's  
1593 work week to include Saturday and/or Sunday when it is necessary to  
1594 perform work which cannot reasonably be performed during regular work  
1595 week. Employees affected by such change in work week shall receive at  
1596 least two (2) weeks advance notice of any proposed change in work week  
1597 unless an emergency situation exists. In the event the change in work  
1598 week results in an employee being scheduled to work Saturday and/or  
1599 Sunday for a period of two (2) months or longer, such employee shall  
1600 receive one (1) additional day of vacation in lieu of premium pay on an  
1601 annual basis for as long as the employee is assigned to the altered work  
1602 week schedule.

1603 17.2 If the District makes scheduled changes for unit members in order to meet  
1604 the optional needs in the District, the District shall provide the Chief  
1605 Steward and the affected unit member written notice of the schedule  
1606 change at least 72-hours before the effective date of the schedule change.

1607 17.3 During normal calendar schedule changes (e.g., changes between regular  
1608 and summer sessions), the District is not required to provide written notice  
1609 to employees of changes in scheduled hours.

1610 17.4 Nothing herein shall prohibit the District from establishing a work week of  
1611 other than Monday through Friday for vacant or newly created positions.  
1612 In such cases, the provisions contained herein above do not apply with  
1613 regard to notice or the extra day of vacation.

1614 17.5 **Overtime**

1615 17.5.1 Overtime shall be paid only if it is approved by the supervisor.  
1616 Authorized overtime shall be compensated at the rate of one  
1617 and one-half times the regular rate for all hours worked in  
1618 excess of eight (8) hours per day or forty (40) hours per week.  
1619 Employees whose work day is four (4) hours or more shall be  
1620 compensated at the overtime rate for work performed on the  
1621 sixth and seventh consecutive day of work. An employee  
1622 having an average work day of less than four (4) hours during a  
1623 work week shall be compensated at the overtime rate for any  
1624 work performed on the seventh consecutive day.

1625 17.5.2 Overtime shall be distributed equally as practical among  
1626 employees within each department. However, nothing herein  
1627 shall be construed as limiting a supervisor from assigning  
1628 overtime to employees whose specific skills or residency meet  
1629 the needs of the District in any particular circumstance.



1630 17.6 **Hours Worked**

1631 For the purpose of computing the number of hours worked, all time  
1632 worked during which an employee is in an authorized paid status shall be  
1633 computed to the nearest one-quarter (1/4) hour.

1634 17.7 **Part-Time Employees**

1635 17.7.1 An employee who works a minimum of thirty (30) minutes per  
1636 day in excess of his part-time assignment for a period of twenty  
1637 (20) consecutive working days or more shall have the  
1638 employee's basic assignment changed to reflect the longer  
1639 hours in order to acquire future benefits on a properly prorated  
1640 basis.

1641 17.7.2 Exclusive of overtime, when a part-time employee's average  
1642 paid time exceeds the employee's average assigned time by  
1643 fifty (50) minutes or more per working days in any quarter, the  
1644 hours paid per day for compensable leaves of absence and  
1645 holidays in the succeeding quarter shall be equivalent to the  
1646 average hours paid per working day in the preceding quarter,  
1647 excluding overtime.

1648 17.8 **Summer Work**

1649 17.8.1 Employees who normally work less than twelve (12) months,  
1650 and who apply for or request summer work in their regular  
1651 classification, shall be given first consideration for such work.  
1652 Employees who normally work less than twelve (12) months and  
1653 who apply for or request summer work in a different  
1654 classification, shall next be considered for such work, if  
1655 qualified. Employees who perform summer work and who  
1656 normally work less than twelve months, shall accrue sick leave  
1657 and vacation in the same manner as those benefits are accrued  
1658 in that classification during the normal work year.

1659 17.8.2 Bus drivers and food service workers not assigned work in the  
1660 month of August will be allowed to sign-up for extra work,  
1661 including grounds work and clean-up. Bus drivers and food  
1662 service workers will be assigned the extra work before a  
1663 substitute is hired by the District to perform the work. Unit  
1664 members who want to be considered for extra work during  
1665 August must notify their immediate supervisor no later than  
1666 June 1 in order to be considered for work in August. It shall be  
1667 the responsibility of the bus driver and food service worker to  
1668 indicate his/her specific weekly period of work request: (i.e.,  
1669 week of August 2-6; week of August 9-13; etc.) Bus drivers and  
1670 food service workers requesting extra work in the month of  
1671 August will be required to perform the extra work if assigned.

1672 **ARTICLE 18: LUNCH PERIOD, REST PERIODS, CALL**  
1673 **BACK – CALL IN**

1674 18.1 Employees scheduled to a work day in excess of four (4) hours shall be  
1675 entitled to a duty-free lunch period of not less than one-half (1/2) hour nor  
1676 more than one (1) hour. The specific time for lunch shall be determined  
1677 by the employee's immediate supervisor. When schedule permits, such  
1678 lunch period should be arranged for approximately mid-shift. Such lunch  
1679 period does not count toward the scheduled hours to be worked. In the  
1680 event an employee is denied a lunch period and required to work by the  
1681 immediate supervisor, such employee shall be given a shortened work  
1682 day in the commensurate amount of time such employee worked during  
1683 the lunch period.

1684 18.2 **Rest Periods**

1685 18.2.1 Employees who work eight (8) hours per day shall be allowed  
1686 two (2) fifteen (15) minute rest periods per day to be scheduled  
1687 by the employee's immediate supervisor. Employees who work  
1688 from four (4) to eight (8) hours shall be allowed rest periods on a  
1689 prorated basis to be scheduled by the employee's immediate  
1690 supervisor.

1691 18.2.2 Rest periods are a part of the regular work day and shall be  
1692 compensated at the regular rate of pay for the employee

1693 18.3 **Call Back – Call In**

1694 18.3.1 The District shall attempt to apply the provisions of this section  
1695 to employees who volunteer to be subject to call back or call in.  
1696 In the event of an emergency, employees who have not agreed  
1697 to volunteer may be obligated to report to work pursuant to  
1698 these provisions.

1699 18.3.2 A full-time employee called back to work after completion of the  
1700 employee's regular assignment shall be compensated for a  
1701 minimum of two (2) hours of work at the overtime rate. Part-  
1702 time employees called back to work after completion of the  
1703 employee's regular assignment shall be compensated for a  
1704 minimum of two (2) hours of work at the employee's appropriate  
1705 rate of pay. Any employee who reports to work in a condition  
1706 which makes the employee unfit to perform the assigned duties  
1707 shall not be entitled to Call In Time Pay.

1708 **ARTICLE 19: OUT OF CLASSIFICATION WORK**

- 1709 19.1 Bargaining unit employees shall not be required to perform duties which  
1710 are not fixed and prescribed for their classification, unless the duties  
1711 reasonably relate to those fixed for the class, and shall be paid from the  
1712 first day on in the performance of any out of classification work.
- 1713 19.2 A bargaining unit employee may be required to perform duties inconsistent  
1714 with those assigned to the class for a period of more than five (5) working  
1715 days. The District agrees to pay the employee doing out of classification  
1716 work the first day he/she is required to work in a higher class and in such  
1717 amounts as will provide for at least five percent (5%) salary differential.
- 1718 19.3 Notwithstanding the above, whenever the Bus Dispatcher performs the  
1719 duties of the Transportation Supervisor for any period of time which  
1720 exceeds two (2) working days within a 15-calendar day period, shall have  
1721 his/her salary adjusted by five percent (5%) for the entire period he/she is  
1722 required to work.
- 1723 19.4 Employees who are temporarily assigned to a lower classification shall  
1724 suffer no reduction in pay or hours as a result of the temporary  
1725 assignment.
- 1726 19.5 As used in this Article, "classification" shall be defined as any group of  
1727 positions sufficiently similar in duties, responsibilities, and authority that  
1728 the same job title, minimum qualifications and salary range are  
1729 appropriate for all positions in the classification.
- 1730 19.6 **Summer School**
- 1731 19.6.1 Employees who are not normally assigned during the summer  
1732 or intersession periods shall be eligible to apply for Summer  
1733 School or intersession positions. Such employees shall be  
1734 assigned by the District as needed, subject to the employee  
1735 selected having the specific qualifications and skills necessary  
1736 to satisfy the service needs of the District in any particular  
1737 circumstance.
- 1738 19.6.2 An employee so selected shall receive on a pro rata basis, the  
1739 compensation and benefits, which are applicable to that  
1740 classification during the regular year.

1741 **ARTICLE 20: HOLIDAYS**

1742 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

1743 20.2 When a legal holiday listed above falls on a Sunday, the following Monday  
1744 shall be deemed a holiday. When a legal holiday listed above falls on a  
1745 Saturday, the preceding Friday shall be deemed a holiday.

1746 20.3 When consecutive holidays, such as December 24<sup>th</sup> and 25<sup>th</sup>, fall on a  
1747 Friday and Saturday, or on a Sunday and Monday, the District will grant  
1748 the local holiday on Thursday or Tuesday.

1749 20.4 The Board of Trustees may require unit members to work (at the regular  
1750 rate of pay) on February 12, the third Monday in February, the last  
1751 Monday in May, September 9, or November 11, provided: (1) the action is  
1752 taken prior to July 1 of any year, and (2) that an alternate day within the  
1753 school year is given as the holiday. The day selected as the alternate day  
1754 must provide a three-day weekend, and it must be selected when  
1755 employees entitled to the original holiday are also entitled to the alternate  
1756 holiday. If an employee is required to work on that day with no alternate  
1757 day designated, he/she shall, in addition to regular pay, be paid time and  
1758 one-half.

1759 **ARTICLE 21: SAFETY**

1760 21.1 Every effort shall be made to maintain healthful and safe conditions at all  
1761 work stations. Unit members shall not be required to work under unsafe  
1762 conditions or to perform tasks, which endanger their health, safety, or  
1763 wellbeing.

1764 21.1.1 It shall be the responsibility for unit members to report unsafe,  
1765 hazardous or unsanitary conditions as soon as possible to their  
1766 supervisor.

1767 21.1.2 Unsafe, hazardous, or unsanitary conditions shall be corrected  
1768 as soon as possible.

1769 21.2 Designated classifications are to receive one pair of safety shoes that  
1770 meet OSHA standards once a year. Management will select styles of  
1771 shoe or boot to be worn. Employees at their option and expense may  
1772 select a different style safety shoe so long as the shoe meets OSHA  
1773 standards. Employees shall be required to wear the purchased shoe at all  
1774 times. Teamsters' shop steward to meet with the Director of School  
1775 Facilities to identify shoe or boot approved section.

1776 21.3 The District's central safety committee shall include in its membership one  
1777 employee selected by the Union and one non-management employee  
1778 selected from Food Services.

1779 **ARTICLE 22: TRANSPORTATION**

1780 22.1 This Article is intended to address itself to some of the unique situations  
1781 that exist within the Transportation Department, and the provisions herein  
1782 shall not apply generally District-wide.

1783 22.2 **Buses**

1784 Buses are assigned after bid by seniority. Bus assignments may change  
1785 when it becomes necessary to do so in order to accommodate students  
1786 with special needs.

1787 22.3 **Shifts**

1788 Each transportation shift shall be of a minimum duration as stated below.  
1789 Route assignments are made up of shifts as described below. All routes  
1790 and buses shall be assigned by seniority upon bid by all qualified bus  
1791 drivers. Such bid will occur annually at the beginning of the school year.

1792 22.4 **Hours**

1793 22.4.1 Hours worked shall include periods of driving and non-driving  
1794 times as stated below. Employees in a paid status shall be  
1795 expected to perform duties and any additional runs, trips, or  
1796 assignments which may be assigned during that shift and if the  
1797 additional assigned time exceeds the normal shift, such time  
1798 shall be added to the employee's assigned shift time for that  
1799 day.

1800 22.4.2 **Special Trips Layover Times**

1801 All periods of non-driving time while on special trips shall be  
1802 considered paid time. Special trip hours shall be added to  
1803 normally assigned hours, including any layover periods, except  
1804 for a lunch period. All special trips on days not normally worked  
1805 shall be paid for a minimum of two (2) hours.

1806 22.5 **Morning Shift**

1807 22.5.1 The morning shift shall be paid at a minimum of two (2) hours  
1808 duration, including but not limited to the following:

- 1809
- Check-out and warm-up time
  - 1810 • Scheduled routes
  - 1811 • Time for necessary administrative duties and clean-up of  
1812 equipment.

1813 22.6 **Mid-Day Shift**

1814 The mid-day shift shall be paid at a minimum of one and one-half (1-1/2)  
1815 hours duration with an unpaid, uninterrupted, duty-free lunch period taken  
1816 at the end of the shift, unless the supervisor determined that  
1817 circumstances require the lunch period to be taken in the middle of the  
1818 shift.

1819 22.7 Shift time shall include but not be limited to the following:

- 1820 • Warm-up and preparation
- 1821 • Scheduled routes
- 1822 • Time for necessary administrative duties and clean-up of equipment.
- 1823 • If an employee is given an additional assignment that interferes with  
1824 taking of a lunch break during or after the shift, the employee shall be  
1825 compensated in accordance with the Section of Hours and Overtime.

1826 22.8 **Special Trips**

1827 22.8.1 Drivers who receive notification of a cancellation less than six  
1828 (6) working hours prior to their scheduled departure time shall  
1829 receive two (2) hours of pay at the appropriate rate. The special  
1830 trip shall include but not be limited to the following:

- 1831 • Check-out and warm-up time
- 1832 • Driving time to and from departure point and a scheduled trip
- 1833 • Time necessary for administrative duties and clean—up of  
1834 equipment.

1835 22.8.2 In the event that a trip return is later than scheduled, the driver  
1836 shall notify the dispatcher in writing.

1837 22.9 **Extra Work**

1838 22.9.1 The Director of School Facilities shall assign drivers to extra  
1839 work on the basis of the needs of the District and the availability  
1840 and qualifications of the individual employees. Extra work  
1841 assignments should be distributed as equitably as possible  
1842 within the above structure. An employee list shall be posted  
1843 monthly which indicates the number of extra work hours each  
1844 driver has been assigned during the month.

1845 Drivers who work a field trip on a Saturday or Sunday shall  
1846 receive a minimum of four (4) hours of pay.

1847 22.10 **Notice of Extra Work**

1848 The dispatcher shall notify the employees, in writing, of routine additional  
1849 work assignments (field trips and run coverage for same) on the morning  
1850 of the day preceding the assignment, when possible. Emergency  
1851 assignment of coverage shall be given as the dispatcher becomes aware  
1852 of the need.

1853 22.11 **Employee Availability**

1854 Drivers shall make every reasonable effort to be available for extra work  
1855 that may be assigned between 7:00 a.m. and 5:00 p.m. Drivers shall give  
1856 the dispatcher no less than one (1) week notice, in writing, of medical-  
1857 dental appointments, educational activities, court appearances, etc.,  
1858 unless personal emergency conditions exist. A master calendar for driver  
1859 availability shall be posted in the dispatcher's office. Refusal to accept  
1860 additional work assignments may result in assignments not being offered  
1861 and/or disciplinary action taken.

1862 22.12 **Training And Upgrading Of Certificate**

1863 The individual driver shall cooperate with the Transportation Department  
1864 in an effort to upgrade the driver's experience and training. It shall be,  
1865 however, at the discretion of the Transportation Supervisor and the  
1866 dispatcher to determine assignments, regardless of that driver's license  
1867 status. Time used in training conducted by the District for this purpose  
1868 shall be paid at the appropriate rate.

1869 22.13 **Training**

1870 The Transportation Department shall conduct training and safety meetings  
1871 once a month during the school year. These meetings shall be held to  
1872 provide notice of new laws and related matters as they become binding,  
1873 and to improve standards of defensive driving skills, care of equipment,  
1874 and introduction of new equipment (or made available). Training classes  
1875 shall be held to meet renewal requirements and may be held to train new  
1876 drivers when such circumstances require it. All training and safety  
1877 meetings shall be paid for time at the applicable rate. If a meeting has to  
1878 be cancelled, management will give as much notice as possible to permit  
1879 drivers time to adjust their schedules. Commencing in school year 1989-  
1880 90 a mandatory in-service for Drivers, Mechanics and Dispatcher shall be  
1881 scheduled by the District on one of the school improvement program in-  
1882 service days for teachers. This training day shall be at least two hours in  
1883 duration.

1884 **22.14 Examinations**

1885 Time spent taking the driving license examination shall be paid at the  
1886 applicable rate provided the employee passes the license examination.



1887 22.15 **Driver Responsibility**

1888 The employee shall be responsible for obtaining and maintaining all  
1889 licenses and certifications necessary to qualify as a driver for the District.  
1890 The District shall make available to the employee materials and instruction  
1891 for the maintenance of the license and certificates applicable to this  
1892 Article.

1893 22.16 **Language Development Assignment Overtime**

1894 Language regarding assignment of overtime procedures to be developed  
1895 between the Teamsters and District in side negotiations. The District will  
1896 provide language depicting of the status quo procedures for the  
1897 assessments of weekend runs and weekday runs. Meetings will be  
1898 scheduled as necessary.

1899 **ARTICLE 23: BARGAINING UNIT WORK**

1900 Contracts for Services - Written notice that the District intends to award a  
1901 contract for services which directly affects the bargaining unit member's work  
1902 assignment shall be given to the Union prior to the contract being awarded.

1903 **ARTICLE 24: AFTER HOURS/ON-CALL SYSTEM**

- 1904 24.1 The Union and the District agree to an on-call system for bargaining unit  
1905 members to accept calls related to break-ins or other emergencies at  
1906 other than normal working hours.
- 1907 24.2 The Union and the District agree that the maintenance of these guidelines  
1908 should result in a fair distribution of on-call opportunities for participating  
1909 unit members. Unit members who wish to participate will be placed on an  
1910 on-call list maintained by the District.
- 1911 24.3 To be qualified to provide on-call services pursuant to this Article, a unit  
1912 member must be approved by the Director of Facilities or designee.
- 1913 24.4 Each month the list will rotate so that the unit member who is first on the  
1914 list one month will be placed last on the list the following month, and all  
1915 other employees will move up on the list.
- 1916 24.5 The unit member named first on the on-call list will be designated to  
1917 receive calls for a period of up to one month. The District designated  
1918 security system provider shall contact the unit member to address the  
1919 emergency.
- 1920 24.6 The on-call unit member shall follow District procedures for determining  
1921 whether the situation requires call-in of a District employee, and  
1922 determining what employee should be called in. These procedures must  
1923 be consistent with the requirements of Article 18, Section 18.3.
- 1924 24.7 The unit member on call has the responsibility to report all after hours  
1925 emergency related calls to the Director of School Facilities. Unless  
1926 otherwise directed, the report should be submitted the following working  
1927 day on the District provided form.
- 1928 24.8 A unit member providing on-call services pursuant to this Article 24 shall  
1929 be paid a stipend of \$50 per week. This amount will be prorated if the unit  
1930 member provides the on-call service for a partial week. This stipend is in  
1931 addition to any call back/call in pay the unit member may be entitled to  
1932 pursuant to Article 18, Section 18.3 if he/she is required to report to work.

1933 **ARTICLE 25: COMMUNITY SERVICE VOLUNTEER DAYS**

1934 25.1 The Union and District agree as a community service to allow volunteers  
1935 in coordination with parents and teachers to do specific clean-up, paint-up  
1936 and fix-up of school premises.

1937 25.2 Bargaining unit employees shall be offered the opportunity to supervise  
1938 the work. This provision is limited to a maximum of three (3) events each  
1939 year at each school site.

1940 25.3 Principals shall be required to notify the Maintenance Department  
1941 regarding scheduled volunteer work being performed, in order to assign  
1942 the extra work to the bargaining unit member affected.

1943 **ARTICLE 26: COMPENSATION SURVEY**

1944 The parties will work cooperatively to identify, collect, compile, and analyze  
1945 information from comparable school districts regarding compensation provided to  
1946 employees in those school districts whose job duties are comparable to the job  
1947 duties of Teamsters Local 150 bargaining unit positions in the Berryessa Union  
1948 School District. The compensation survey shall include, but is not limited to,  
1949 salary, longevity, health and welfare benefits contributions, PERS contributions,  
1950 and retiree benefits. The parties agree to jointly complete this compensation  
1951 survey on or before June 30, 2007, and to consider this data in compensation  
1952 negotiations for 2007-2008.

1953 **ARTICLE 27: DISCIPLINE**

- 1954 27.1 The District shall follow the procedures described in Board Policy 4219 in  
1955 disciplining unit members. A copy of Board Policy 4219 is attached to this  
1956 Agreement as Appendix B. A unit member may appeal disciplinary action  
1957 through the procedures set forth in Board Policy 4219, and may not use  
1958 the grievance procedures of Article 7 to appeal disciplinary action.
- 1959 27.2 Board Policy 4219 shall be maintained through the duration of this  
1960 Agreement. Before the Board modifies Board Policy 4219, the District  
1961 shall provide the Union with notice and opportunity to negotiate any  
1962 proposed change(s) within the scope of bargaining defined by the  
1963 Educational Employment Relations Act. (Government Code Section 3540,  
1964 et seq.)

1965 **ARTICLE 28: LAYOFFS**

1966 28.1 **Decision To Lay Off**

1967 A decision to lay off classified employees is solely within the discretion of  
1968 the Board of Trustees. A layoff may involve a reduction of an entire  
1969 position or a portion of a position.

1970 This Agreement on layoff procedures does not waive the Union's right to  
1971 negotiate over the impact or the effects of a particular layoff or reduction in  
1972 hours to the extent that this Article does not cover the impact or effects,  
1973 nor does it waive the Union's right to negotiate the District's decision to  
1974 reduce the regularly assigned hours.

1975 28.2 **Notice To Employees**

1976 28.2.1 Notice of layoff will be given to the Union and the employee  
1977 affected at least 60 days prior to the effective date of layoff,  
1978 which will be specified in notice. If the District is eliminating  
1979 positions at the end of any school year as a result of the  
1980 expiration of specifically funded programs, the notice shall be  
1981 given by April 29. The notice requirements of this section will  
1982 not apply in circumstances specified in Education Code Section  
1983 45117(d). (Copy of Education Code Section 45117 is attached  
1984 as Appendix C.) If the Education Code notice requirements  
1985 change in future years, the Education Code notice requirements  
1986 shall prevail over the notice requirements of this section.

1987 28.2.2 The notice shall contain:

- 1988
- The effective date of layoff;
  - A statement of the employee's layoff rights, if any, pursuant to Section 28.4 below, and copies of appropriate Education Code provisions;
  - A statement of re-employment rights pursuant to Section 28.5 and the Education Code; and
- 1992
- The reason for layoff.
- 1994

1995 28.3 **Order of Layoff**

1996 28.3.1 Whenever a classified employee is laid off, the order of layoff  
1997 within the classification shall be determined by length of service  
1998 in the classification. The employee who has been employed the  
1999 shortest time in the classification, plus time in equal and higher  
2000 classes, shall be laid off first. For the purposes of this Section

2001		only, “classification” shall be those classifications in Appendix D.
2002		Re-employment shall be in reverse order of layoff.
2003	28.3.2	Any short-term employee whose term of services does not
2004		exceed 45 days at the time of the layoff must be terminated
2005		before the District lays off any classified employee who is
2006		qualified to render the service provided by the short-term
2007		employee.
2008	28.3.3	<b><u>Definition Of Length Of Service Seniority</u></b>
2009	28.3.3.1	For the purposes of this Section, “length of service”
2010		means first date of paid service in a regular
2011		classification, or a higher or equal classification, as a
2012		permanent or probationary employee. Service as a
2013		substitute or short-term employee shall not count as
2014		first date of paid service.
2015	28.3.3.2	When the first date of paid service is the same,
2016		seniority shall be determined by the total service in
2017		the District. If that total service is the same, then
2018		seniority shall be determined by lot.
2019	28.3.3.3	An employee shall have their date of hire adjusted
2020		whenever there is a break in service. A break in
2021		service for purposes of this Article shall mean: (a)
2022		any resignation or retirement, or (b) any unpaid status
2023		without leave.
2024	28.4	<b><u>Displacement Rights</u></b>
2025	28.4.1	A permanent employee laid off from his/her present
2026		classification may: (1) fill an open position in that classification;
2027		or (2) if no open position exists, may displace the employee
2028		with least seniority in that classification, having the same or
2029		higher number of hours nearest to the hours of the senior
2030		employee; or (3) may displace the least senior employee with
2031		the same or higher number of hours nearest to the hours of the
2032		senior employee in the next lower classification or equal
2033		classification in which the first employee has previously gained
2034		permanence. A senior employee may not use the displacement
2035		process to increase that employee’s regularly assigned hours by
2036		more than two hours per day.
2037	28.4.2	Displacement rights must be exercised within five (5) working
2038		days of notice of layoff. The District and Union will conduct a
2039		joint meeting before the end of this period with the employees
2040		affected by the layoff in order to explain displacement rights.



- 2041            28.4.3    **Service In More Than One Position**
- 2042                            Employees may serve in two or more positions as long as the  
2043                            schedules of those positions are compatible. The combined  
2044                            hours of these positions will determine the employees' right to  
2045                            benefits under this Agreement. However, for purposes of layoff  
2046                            and displacement rights, the employee serving in two or more  
2047                            positions can only assert the right to each position as if held  
2048                            separately, and cannot combine the total hours of the separate  
2049                            positions for asserting displacement rights.
- 2050            28.4.4    If a classified employee scheduled for layoff is qualified to  
2051                            render the service provided by a short-term employee with a  
2052                            term exceeding 45 days, the classified employee will be placed  
2053                            in the short-term position for its duration prior to being laid off.
- 2054    28.5    **Re-Employment Rights**
- 2055            28.5.1    Persons laid off are eligible for re-employment in the class from  
2056                            which they were laid off for a period of 39 months and shall be  
2057                            re-employed in preference to new applicants.
- 2058            28.5.2    Employees who take voluntary demotions or voluntary  
2059                            reductions in assigned time in lieu of layoff shall be granted the  
2060                            same rights as persons laid off and shall retain eligibility to be  
2061                            considered for re-employment for an additional period of up to  
2062                            24 months, provided that the same tests of fitness under which  
2063                            they qualified for appointment to the class shall still apply.
- 2064            28.5.3    If the District re-employs a unit member as a permanent  
2065                            employee under the provisions of this Section, it shall disregard  
2066                            the break in service of the employee and classify him/her as,  
2067                            and restore him/her to all the rights, benefits and burdens of a  
2068                            permanent employee in the class to which he/she is reinstated  
2069                            or re-employed.
- 2070    28.6    **Notification Of Re-Employment Openings**
- 2071            28.6.1    Any unit member who is laid off and is subsequently eligible for  
2072                            re-employment shall be notified in writing by the District of an  
2073                            opening in the same or related class held at the time of layoff.  
2074                            Such notice shall be sent by certified mail to the last address  
2075                            given the District by the laid off unit member. A copy of the  
2076                            notice shall be given to the Union. It shall be the responsibility  
2077                            of the laid off unit member to promptly notify the District of any  
2078                            change of address. Failure to provide the District with a current  
2079                            address shall result in the laid off unit member's name being  
2080                            eliminated from consideration for the open position and shall  
2081                            constitute an "offer" of employment under Section 28.6.2. The

2082 laid off unit member shall become re-eligible for future open  
2083 positions, provided the laid off unit member notifies the District  
2084 of his/her current address.

2085 28.6.2 A laid off unit member shall notify the District of his/her intent to  
2086 accept or refuse employment within five (5) working days  
2087 following receipt of the re-employment notice. If the laid off unit  
2088 member accepts re-employment, he/she shall not be required to  
2089 report for work any sooner than ten (10) working days following  
2090 receipt of the re-employment notice. Failure to notify the District  
2091 within the time limits given, or refusal to accept the offered  
2092 position, shall free the District to eliminate the former employee  
2093 from consideration for the opening. The former employee shall  
2094 be removed from the re-employment list after three (3) bona fide  
2095 offers are made for a position in a previously held classification  
2096 that is within two (2) hours per day of the last position held by  
2097 the former employee.

2098 28.7 **Seniority List**

2099 The District shall maintain and update a Classified Seniority List. The  
2100 Union shall receive a copy of the updated list by April 1 of each year. In  
2101 addition, the Union's Chief Steward may request and receive an updated  
2102 list.

2103 **ARTICLE 29: PERSONNEL FILES**

2104 29.1 The personnel file of each unit member shall be maintained in Human  
2105 Resources. However, this requirement shall not prohibit the attachment  
2106 to disciplinary memoranda materials not previously placed in the  
2107 personnel file.

2108 29.2 Materials in the personnel files of unit members are to be made available  
2109 for the inspection of the unit member involved. A unit member shall have  
2110 the right to inspect his/her personnel file upon request, provided that the  
2111 request is made at a time when the person is not actually required to  
2112 render services to the District. The unit member shall make advance  
2113 arrangements with Human Resources to review the personnel file.

2114 29.3 Information of a derogatory nature shall not be entered or filed in the  
2115 personnel file unless and until the unit member is given notice and an  
2116 opportunity to review and comment thereon. A unit member shall have  
2117 the right to enter their comments thereon and have such comments  
2118 attached in any derogatory statement.

2119 **ARTICLE 30: SUPPORT OF AGREEMENT**

2120 The District and the Union agree that it is to their mutual benefit to encourage the  
2121 resolution of differences through the meet and negotiate process. Therefore, it is  
2122 agreed that the District and the Union will support this Agreement for its term and  
2123 will not appear before any public bodies to seek changes or improvement in any  
2124 matter subject to the meet and negotiation process, except by mutual agreement  
2125 of the District and the Union.

2126 **ARTICLE 31: COMPLETION OF NEGOTIATIONS**

2127 31.1 During the term of this Agreement, the Union expressly waives and  
2128 relinquishes the right to meet and negotiate, and agrees that the District  
2129 shall not be obligated to meet and negotiate with respect to any subject or  
2130 matter whether or not referred to or covered in this Agreement. It is  
2131 understood by the Union and the District that current Board policies which  
2132 specifically relate to the negotiable areas delineated in the Educational  
2133 Employment Relations Act will remain in full force and effect during the  
2134 term of this Agreement.

2135 31.2 The District will provide all school and department sites five (5) copies of  
2136 the negotiated agreement within 60 calendar days. The agreement will be  
2137 made available for bargaining unit members' reference. In addition, the  
2138 agreement will be posted on the District's web site.

2139 31.3 A copy of this contract will be sent to the Public Employment Relations  
2140 Board (PERB) to comply with Section 32120 of PERB Regulations  
2141 (California Administrative Code).

2142 **ARTICLE 32: SAVINGS PROVISIONS**

2143 If any provisions of this Agreement are held to be contrary to law by a court of  
2144 competent jurisdiction, such provisions will not be deemed valid and subsisting  
2145 except to the extent permitted by law, but all other provisions will continue in full  
2146 force and effect.

2147 **ARTICLE 33: TERM AND EXECUTION OF AGREEMENT**

2148 33.1 This Agreement entered into and effective upon ratification shall remain in  
2149 effect from July 1, 2016 up to and including June 30, 2019. This  
2150 Agreement shall remain in effect unless either party gives written notice of  
2151 a desire to reopen, modify, amend, or terminate.

2152 33.2 This Agreement is a result of good faith meeting and negotiating between  
2153 Teamsters, Local 150 and the District, and was ratified by the Union and  
2154 was approved by the Berryessa Union School District Board of Trustees  
2155 on April 12, 2016, and subsequently amended on March 13, 2018.

2156 FOR THE  
2157 BERRYESSA UNION SCHOOL DISTRICT

FOR THE  
TEAMSTERS, LOCAL 150

2158 \_\_\_\_\_  
2159 Darrien Johnson  
2160 Assistant Superintendent of Human Resources

\_\_\_\_\_  
Pete Reyes, Jr.,  
Chief Job Steward

2161 Date: \_\_\_\_\_

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

2162  
2163  
2164

\_\_\_\_\_  
Alan Daurie  
Business Representative

2165

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

## APPENDIX A-1: 2016-2017 SALARY SCHEDULE

<b>TEAMSTERS UNION - LOCAL 150</b>													
<i>2016-2017 Effective July 1, 2016 3.75%</i>													
Group	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6		
30.0	2,359	(13.56)	2,452	(14.10)	2,550	(14.66)	2,651	(15.24)	2,757	(15.85)	2,875	(16.53)	
30.5	2,466	(14.18)	2,538	(14.59)	2,656	(15.27)	2,758	(15.86)	2,865	(16.47)	2,984	(17.16)	
31.0	2,363	(13.59)	2,464	(14.17)	2,571	(14.78)	2,689	(15.46)	2,798	(16.09)	2,914	(16.75)	
32.0	2,571	(14.78)	2,689	(15.46)	2,798	(16.09)	2,914	(16.75)	3,047	(17.52)	3,190	(18.34)	
33.0	3,355	(19.29)	3,504	(20.15)	3,648	(20.98)	3,799	(21.84)	3,945	(22.68)	4,093	(23.53)	
34.0	2,868	(16.49)	2,992	(17.20)	3,121	(17.95)	3,259	(18.74)	3,410	(19.61)	3,557	(20.45)	
35.0	3,216	(18.49)	3,345	(19.23)	3,480	(20.01)	3,627	(20.85)	3,782	(21.75)	3,939	(22.65)	
36.0	3,377	(19.42)	3,509	(20.18)	3,648	(20.98)	3,792	(21.80)	3,938	(22.64)	4,095	(23.55)	
36.5	3,434	(19.74)	3,585	(20.61)	3,739	(21.50)	3,889	(22.36)	4,039	(23.22)	4,194	(24.11)	
37.0	3,285	(18.89)	3,424	(19.69)	3,561	(20.47)	3,706	(21.31)	3,852	(22.15)	4,009	(23.05)	
37.5	3,351	(19.27)	3,494	(20.09)	3,630	(20.87)	3,772	(21.69)	3,927	(22.58)	4,078	(23.45)	
38.0	3,190	(18.34)	3,327	(19.13)	3,473	(19.97)	3,635	(20.90)	3,805	(21.88)	3,961	(22.77)	
38.5	3,192	(18.35)	3,350	(19.26)	3,523	(20.26)	3,700	(21.27)	3,879	(22.30)	4,078	(23.45)	
39.0	3,473	(19.97)	3,640	(20.93)	3,805	(21.88)	3,961	(22.77)	4,146	(23.84)	4,331	(24.90)	
40.0	3,640	(20.93)	3,805	(21.88)	3,961	(22.77)	4,146	(23.84)	4,331	(24.90)	4,532	(26.06)	
41.0	3,805	(21.88)	3,961	(22.77)	4,146	(23.84)	4,331	(24.90)	4,532	(26.06)	4,728	(27.18)	
42.0	3,961	(22.77)	4,146	(23.84)	4,331	(24.90)	4,532	(26.06)	4,728	(27.18)	4,947	(28.44)	
43.0	3,946	(22.69)	4,112	(23.64)	4,280	(24.61)	4,444	(25.55)	4,611	(26.51)	4,779	(27.48)	
44.0	4,082	(23.47)	4,266	(24.53)	4,459	(25.64)	4,670	(26.85)	4,872	(28.01)	5,098	(29.31)	
45.0	4,225	(24.29)	4,415	(25.39)	4,615	(26.54)	4,833	(27.79)	5,043	(29.00)	5,276	(30.34)	
46.0	4,373	(25.14)	4,570	(26.28)	4,777	(27.47)	5,003	(28.77)	5,219	(30.01)	5,461	(31.40)	
Group	Position												
39.0	A.V. Technician												
39.0	Bus Dispatcher (Lead)												
37.5	Bus Driver												
38.0	Bus Driver/Mechanic II												
42.0	Bus Driver/Trainer												
40.0	Technology Support Specialist I												
44.0	Technology Support Specialist II												
46.0	Technology Support Specialist III												
37.0	Custodian												
36.5	Delivery Person												
40.0	District Reprographics Technician												
44.0	Energy Technician												
30.5	Food Services Assistant I												
32.0	Food Services Assistant II												
36.0	Grounds Worker												
38.0	Grounds Worker II												
43.0	Grounds Worker-Lead												
43.0	Maintenance Worker III												
40.0	Maintenance-Grounds Worker												
44.0	Mechanic (Lead)												
41.0	Mechanic III												
36.0	Mower Operator												
32.0	Reprographic Assistant												
42.0	Transportation Coordinator												
35.0	Utility Crew												
40.0	Warehouse Worker (Lead)												

Board Approve date: April 12, 2016

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



## APPENDIX A-2: 2017-2018 SALARY SCHEDULE

### TEAMSTERS UNION - LOCAL 150

2017-18 Effective July 1, 2017 5%

Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
30.0	2,477 (14.24)	2,575 (14.81)	2,678 (15.40)	2,784 (16.01)	2,895 (16.65)	3,019 (17.36)
30.5	2,589 (14.89)	2,665 (15.32)	2,789 (16.04)	2,896 (16.65)	3,008 (17.30)	3,133 (18.01)
31.0	2,481 (14.27)	2,587 (14.87)	2,700 (15.52)	2,823 (16.23)	2,938 (16.89)	3,060 (17.59)
32.0	2,700 (15.52)	2,823 (16.23)	2,938 (16.89)	3,060 (17.59)	3,199 (18.39)	3,350 (19.26)
33.0	3,523 (20.26)	3,679 (21.15)	3,830 (22.02)	3,989 (22.94)	4,142 (23.82)	4,298 (24.71)
34.0	3,011 (17.31)	3,142 (18.07)	3,277 (18.84)	3,422 (19.68)	3,581 (20.59)	3,735 (21.48)
35.0	3,377 (19.42)	3,512 (20.19)	3,654 (21.01)	3,808 (21.90)	3,971 (22.83)	4,136 (23.78)
36.0	3,546 (20.39)	3,684 (21.18)	3,830 (22.02)	3,982 (22.90)	4,135 (23.78)	4,300 (24.72)
36.5	3,606 (20.73)	3,764 (21.64)	3,926 (22.57)	4,083 (23.48)	4,241 (24.38)	4,404 (25.32)
37.0	3,449 (19.83)	3,595 (20.67)	3,739 (21.50)	3,891 (22.37)	4,045 (23.26)	4,209 (24.20)
37.5	3,519 (20.23)	3,669 (21.10)	3,812 (21.92)	3,961 (22.77)	4,123 (23.71)	4,282 (24.62)
38.0	3,350 (19.26)	3,493 (20.08)	3,647 (20.97)	3,817 (21.95)	3,995 (22.97)	4,159 (23.91)
38.5	3,352 (19.27)	3,518 (20.23)	3,699 (21.27)	3,885 (22.34)	4,073 (23.42)	4,282 (24.62)
39.0	3,647 (20.97)	3,822 (21.98)	3,995 (22.97)	4,159 (23.91)	4,353 (25.03)	4,548 (26.15)
40.0	3,822 (21.98)	3,995 (22.97)	4,159 (23.91)	4,353 (25.03)	4,548 (26.15)	4,759 (27.36)
41.0	3,995 (22.97)	4,159 (23.91)	4,353 (25.03)	4,548 (26.15)	4,759 (27.36)	4,964 (28.54)
42.0	4,159 (23.91)	4,353 (25.03)	4,548 (26.15)	4,759 (27.36)	4,964 (28.54)	5,194 (29.86)
43.0	4,143 (23.82)	4,318 (24.83)	4,494 (25.84)	4,666 (26.83)	4,842 (27.84)	5,018 (28.85)
44.0	4,286 (24.64)	4,479 (25.75)	4,682 (26.92)	4,904 (28.20)	5,116 (29.42)	5,353 (30.78)
45.0	4,436 (25.51)	4,636 (26.66)	4,846 (27.86)	5,075 (29.18)	5,295 (30.45)	5,540 (31.85)
46.0	4,592 (26.40)	4,799 (27.59)	5,016 (28.84)	5,253 (30.20)	5,480 (31.51)	5,734 (32.97)

  

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: 3/22/18

## APPENDIX A-3: 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: BP4219**

BP 4219

### **PERSONNEL: CLASSIFIED**

#### **Disciplinary Procedures for Classified Employees**

##### **1. Definition of Probationary Period and Permanent Status**

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

##### **2. Cause for Discipline**

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

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

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

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

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

### 3. Progressive Discipline

#### 3.1 Progressive Discipline

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

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

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

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

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

#### 3.2 Discipline Without Progression

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

4. Procedure for Discipline

4.1 Preliminary Written Notice

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

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

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

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

4.2 Notice of Intention to Suspend or Demote or Dismiss

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

4.3 Employee's Status

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

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

4.4 Sex or Narcotics Offenses: Compulsory Leave

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

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

4.5 Appeal Procedure for Suspension Without Pay or Demotion or Dismissal

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

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



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

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

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

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

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

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

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

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

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

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

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

## **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).