

NEGOTIATED AGREEMENT



BETWEEN



California School Employees Association,
Chapter 364

AND
THE GOVERNING BOARD AND
ADMINISTRATION
OF THE
BERRYESSA UNION SCHOOL DISTRICT

July 1, 2022-June 30, 2025

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PREAMBLE

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

Modified: 5/12/88, 7/19/89, 01/12/90, 1991, 11/17/92, 12/17/93, 7/5/95, 10/96, 5/98, 9/99, 9/00, 4/22/02, 4/9/04, 6/30/05, 1/10/06, 4/12/06, 9/20/06, 5/15/07, 4/15/08, 6/9/09, 4/20/10, 3/7/11, 10/18/11, 2/25/14, 4/21/15, 2/23/16, 11/15/16, 5/8/18, 1/23/20, 1/4/2023.

ARTICLE 1: RECOGNITION

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

ARTICLE 2: DISTRICT RIGHTS

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

ARTICLE 3: CSEA RIGHTS

3.1 CSEA Business

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

- 3.1.1 An authorized CSEA representative obtains advance authorization from the Superintendent or designee regarding the specific time, place, and type of activity to be conducted.
- 3.1.2 The Superintendent or designee can verify that such requested activities and one of facilities will not interfere with the school programs and/or duties of unit members as defined.
- 3.1.3 CSEA pays a reasonable fee for expenses related to any usual wear or damage and it is subject to Civic Center Act and District guidelines for the use of facilities.

3.2 Posting Information

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

- 3.2.1 All postings for bulletin boards or items for school mail boxes must contain the date of posting or distribution and the identification of the organization, together with a designated authorization by CSEA President or other authorized person.
- 3.2.2 A copy of such postings or distributions must be delivered to the Superintendent or designee at the same time as posting or distribution.
- 3.2.3 CSEA will not post or distribute information which is obscene or defamatory of the District or its personnel, subject to the immediate removal by the District of the right to post or to distribute for a period of 90 days.
- 3.2.4 CSEA shall have exclusive use of an electronic bulletin board which shall be limited to union business. Except for the designated bulletin board, unit members shall use the electronic mail system for school business only. Any CSEA

use of the District's electronic mail system shall comply with the established District rules and protocol.

3.3 Dues and Fees

- 3.3.1 Any employee covered by this Agreement may sign and deliver to the District an assignment authorizing deduction of California School Employees Association (CSEA) membership dues. The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA. CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.
- 3.3.2 The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database. The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain their approval on behalf of the union before processing any revocation request.
- 3.3.3 With respect to all sums deducted by the District pursuant to this Article, the District agrees to promptly authorize the Santa Clara County Office of Education to remit such monies to CSEA accompanied by an alphabetical list of names of the employees for whom such deductions have been made. CSEA agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 3.3.4 If an employee does not have sufficient funds due him/her to provide for the payment of dues after all other authorized or mandatory deductions or garnishments have been made, no such sums shall be deducted and CSEA shall assume the duty of direct collection from the employee. CSEA shall assume the same responsibility in all cases where no deductions have been made because an employee's earnings are insufficient during any pay period to pay such dues.
- 3.3.5 (a) CSEA shall indemnify and hold harmless the District and its Board, individually and collectively, from any legal costs and damages arising from claims, damages, or liability by

reason of litigation arising from this Article, provided that the obligation applies to litigation brought by third parties (including disputes between CSEA and its members) and not to disputes between CSEA and the District over the interpretation or application of this Article. The District shall promptly notify CSEA of any claims made by employees relating to dues authorization.

- 3.3.6 If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.

3.4 Change of Status

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

3.5 CSEA Membership

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

3.6 Access to New Employee Orientation

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

Representative (a non-District employee) may also attend the New Employee Orientation session.

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

3.6.3 All new unit members must attend the new employee orientation during District Office hours on the date provided to them with their new employee packet. The supervisor must release the employee to attend regardless of the position. It is the responsibility of the supervisor to arrange for any coverage, if needed, for the employee.

3.7 Bargaining Unit Member Contact Information

The District shall provide to CSEA the following information for any new hired employees within 30 days of the date of hire, or by the first pay period of the month following hire, and for all unit members on the last working day of September, January, and May, except for any information subject to exclusion pursuant to Government Code Section 6254.3(c):

- Name
- Job title
- Department
- Work location
- Work, home and personal cellular telephone numbers
- Personal email addresses on file with the employer, if any, and home address
- Employee identification number
- FTE value (e.g. 1.00 or 0.75 or similar)
- Hire date

The District shall make an excel file accessible to CSEA by emailing it directly to data_c@csea.com

ARTICLE 4: EMPLOYEE RIGHTS

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

ARTICLE 5: CONCERTED ACTIVITIES

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

ARTICLE 6: CSEA RELEASE TIME

- 6.1 CSEA representatives will exclusively receive time off from duties for the processing of grievances past the informal level of the grievance procedure, Article 7 herein, for CSEA members who are designated as CSEA representatives, subject to the following conditions:
- 6.1.1 Within ten (10) working days following the appointment of new representatives, the CSEA President will designate in writing to the Superintendent or designee CSEA representatives authorized to receive release time.
 - 6.1.2 For grievance processing, the designated representative shall inform his/her immediate supervisor of the need to be absent no later than the work day before the use of release time in order that an adequate substitute may be obtained, if such is necessary.
 - 6.1.3 That such time off shall be limited solely to representing a grievance in a conference with a management person, beyond the informal level and in no way shall this limitation include use of such time for matters such as gathering information, interviewing witnesses, or preparing a presentation.
- 6.2 Four (4) days per month release time will be given to the CSEA President or designee for the purpose of problem solving and other CSEA business. The District will provide a substitute as needed. CSEA will generally be required to provide at least two (2) weeks advance notice of the absence, but may provide lesser notice when circumstances call for less notice. The advance notice must be reasonable in light of the circumstances.

6.3 Annual Conference

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

ARTICLE 7: GRIEVANCE

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

7.1 Definitions

- 7.1.1 **Grievance:** An allegation by unit member(s) or CSEA of a violation of specific provision(s) of the Contract.
- 7.1.2 **Working Day:** A “working day” is any day on which the central administrative offices of the Berryessa Union School District are open for business.
- 7.1.3 **Grievant:** A unit member, unit members, or CSEA.

7.2 Grievance Procedures

- 7.2.1 A unit member has a right to a CSEA representative at all grievance conferences, and the District administrator/supervisor involved in the conference may as another District representative to attend grievance conferences.
- 7.2.2 No reprisal shall be invoked against any grievant for processing a grievance.
- 7.2.3 Except by mutual agreement, failure by the employer at any level to communicate a decision within the specified time limit shall permit the grievant to proceed to the next level.
- 7.2.4 Except by mutual agreement, failure by grievant at any level to appeal a grievance to the next level within the specified time limit shall be considered acceptance of the grievance at that level. All meetings to process grievance will be conducted in District facilities.
- 7.2.5 If the Level 3 hearing with the Superintendent is scheduled during the grievant’s regular working day, the grievant and one (1) CSEA representative will receive time off from normal duties for the purpose of processing the grievance.

- 7.2.6 The grievant must be present at each level of the grievance process.
- 7.2.7 In the event a grievance is filed by a unit member without the assistance of CSEA, the District shall send a copy of the grievance and its resolution to CSEA. Within ten (10) days of receipt, CSEA may submit a written response, which shall be filed with the grievance and resolution in a grievance file.
- 7.2.8 Group Grievance: If the same grievance involves unit members at different work sites or departments, the grievance shall be filed at Level 2.

7.3 Level 1 – Immediate Supervisor

- 7.3.1 Within ten (10) working days after the grievant knew, or reasonably should have known of the condition upon which the grievance is based, the grievant may present the grievance in writing, on a form to be provided by the District, to the administrator with immediate administrative responsibilities for the position to which the grievant is assigned.
- 7.3.2 The statement of grievance shall be a clear, concise statement of the circumstances on which the grievance is based, the persons involved, and the remedy sought.
- 7.3.3 Either party to the grievance shall have the right to a conference with the other party.
- 7.3.4 The immediate supervisor shall communicate the decision to the grievant and CSEA in writing within ten (10) working days after receiving the grievance.

7.4 Level 2 – Human Resources Administrator

- 7.4.1 A grievant may appeal, in writing, the decision from Level 1 to the Assistant Superintendent of Human Resources within ten (10) working days after receiving it.
- 7.4.2 This statement shall be a clear, concise statement and shall include: the circumstances on which the grievance is based; the persons involved and the remedy sought; an outline of actions taken to adjust the complaint; and the reasons for the appeal from the decision.

- 7.4.3 The Assistant Superintendent of Human Resources shall confer with the grievant and communicate the decision to the grievant in writing, within ten (10) working days of the appeal date.

7.5 Level 3 - Superintendent

- 7.5.1 The grievant may appeal the decision from Level 2 to the Superintendent within ten (10) working days after receiving it. The appeal shall be submitted to the Assistant Superintendent of Human Resources who shall forward the grievance to the Superintendent.
- 7.5.2 A conference shall be held and the Superintendent shall communicate the decision to the grievant within ten (10) working days of the appeal.

7.6 Level 4 - Arbitration

- 7.6.1 If the grievant and CSEA are not satisfied with the disposition at Level 3 or the time limits expire without the issuance of the Superintendent's written reply, CSEA may, within twenty (20) working days, submit the grievance to arbitration. The notice of intent to arbitrate shall be submitted in writing to the Superintendent within those twenty (20) working days.
- 7.6.2 The parties to the arbitration shall be the District and CSEA.
- 7.6.3 At the request of either party, a certified court reporter shall be employed to personally record verbatim the entire hearing. The parties shall share equally the cost of the reporter. If either party desires a transcript, that party shall pay the cost of the transcript.

7.6.4 Functions of the Arbitrator

- 7.6.4.1 To hold a hearing concerning the grievance.
- 7.6.4.2 To render a written decision to CSEA and the District within twenty (20) working days after the closing of the hearing unless the parties agree otherwise.

7.6.5 Arbitrator Selection

- 7.6.5.1 Within ten (10) working days after written notice of submission to arbitration, the California State Conciliation Service will be requested by either party to supply a list of five (5) arbitrators. Thereafter, the arbitrator shall be selected from the list by each party, alternately striking a

name, until one name remains. The party striking first shall be determined by a flip of the coin.

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

7.6.6 Arbitrator's Powers and Limitations

- 7.6.6.1 The arbitrator shall consider only those issues that have been properly carried through all prior steps of the Grievance Procedure.
- 7.6.6.2 The arbitrator shall afford the parties a reasonable opportunity to present evidence, witnesses and arguments.
- 7.6.6.3 The arbitrator's jurisdiction shall be confined to a determination of the facts and interpretation of the provisions of this Agreement.
- 7.6.6.4 The arbitrator shall have no authority to interpret any state or federal law when the compliance or noncompliance therewith might be involved in the consideration of the grievance or to award punitive damages.
- 7.6.6.5 The arbitrator's decision shall be final and binding.

ARTICLE 8: COMPENSATION AND BENEFITS

8.1 Salary

2022-2023

- 8.1.1 Effective July 1, 2022, the salary schedule for the 2022-2023 school year shall be increased five percent (5%) over the 2021-2022 salary schedule. The five percent increase shall be provided to any unit member in paid status for the 2022-2023 school year.
- 8.1.2 Effective July 1, 2021, , the salary range for Special Education Paraeducator I shall be 7.0; Special Education Paraeducator II shall be 8.0, and Special Education Paraeducator II obtaining the District Certificate of Competency shall be 9.0. The Certificate of Competency training shall be offered to any Paraeducator, every school year. Any Paraeducator that is currently at range 6.5 shall become range 7.0, any Paraeducator that is currently 7.5 shall become 8.0 and any Paraeducator that is currently at range 8.5 shall become range 9.0. Upon ratification of this agreement, all Paraeducators that are currently less than five (5) hours per day shall have the option to increase their hours to 5 hours per day, with the exception of “Additional Support Paraeducators,” defined as Paraeducators whose hours are set at less than five (5) hours a day under the terms of an Individualized Education Program (IEP).
- 8.1.3 Retroactive pay shall be paid in a separate check to all unit members once this agreement has been ratified.
- 8.1.4 In consideration of the salary increase set forth above, for the 2022-2023 school year, one (1) additional work day shall be added to the work year for all unit members, with the exception of 12-month unit members, as part of the increase to the salary schedule. The additional work day shall be earmarked for professional development and training.
- 8.1.5 The parties agree that effective July 1, 2022, the salary Range for Speech Language Pathologist Assistants shall be increased from Range 15.5 to Range 17.5. Speech Language Pathologists will remain at the same step they are currently at unless they are due to receive an annual step increase in which case, they will be placed at the next highest step of Range 17.5.
- 8.1.6 The Parties agree that the MOU that provides an additional 30 hours at the beginning and 30 hours at the end of every school year for School Library/Multi Media Technicians and School Clerks to open and close schools shall be added to the Collective Bargaining Agreement.

8.2 Step Increases

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

8.3 Other Compensation

- 8.3.1 For unit members continuously employed by the District prior to January 1, 2013 the District will pick up a three percent (3%) PERS buyout for those unit members participating in PERS.
- 8.3.2 For unit members first employed by the District (or re-employed after a break in service) on or after January 1, 2013, the District will not pick up any portion of the employees' required PERS contributions
- 8.3.3 Occupational Therapists shall receive a one and one-half (1.5%) percent increase for obtaining and maintaining National Board Certification.
- 8.3.4 Speech-Language Pathology Assistants shall receive a one thousand (\$1000) dollar stipend.
- 8.3.5 Bargaining unit employees assigned overnight travel for science camp shall receive a two hundred (\$200) dollar stipend per day in addition to their regular salary.
- 8.3.6 Bargaining unit employees shall receive an annual stipend for the following degrees: Masters \$2,000
- Bargaining Unit Members must submit official or certified transcripts from the institution conferring the Masters Degree. The stipend is pro-rated for the year in which it is paid by verification date and by FTE for all employees in paid status, though pro-ration by FTE shall only take -effect for unit members receiving the Masters' stipend for the first time on or after July 1, 2022. The stipend shall be applied retroactively to the date the transcript was submitted.
- 8.3.7 "Bargaining unit members providing training to unit members in a new position, or newly hired to the District, under Article 10.7 shall receive a stipend of the unit member's one half of their contractual

hourly rate for each occasion on which they provide training to one or more unit members during their normal work hours."

8.4 Working in a Higher Classification

- 8.4.1 Bargaining unit employees shall not be required to perform duties which are not fixed and prescribed for their classification, unless the duties reasonably relate to those fixed for the class, for any period of time which exceeds five (5) working days within a fifteen (15) calendar day period except as authorized herein.
- 8.4.2 A bargaining unit employee may be required to perform duties inconsistent with those assigned to the class for a period of more than five (5) working days provided that his/her salary is adjusted retroactive for the entire period he/she is required to work in a higher class and in such amounts as will provide an amount equivalent to the higher range and the step the unit member is currently on.
- 8.4.3 Unit members who are temporarily assigned to a lower classification shall suffer no reduction in pay or hours as a result of the temporary assignment.
- 8.4.4 As used in this Article, "classification" shall be defined as any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications and salary range are appropriate for all positions in the classification.

8.5 School Site Clerical Substitutes

In the event a school site office clerical person is absent for a full school day and a substitute is not provided for the full school day, the elementary school secretary or clerk will be compensated an additional fifty dollars (\$50) per day for assuming the full responsibilities of the absent staff person. At the middle school level the fifty dollars (\$50) will be evenly divided between the secretary and/or school clerks who assumed the full responsibilities. The unit member seeking compensation pursuant to this Section 8.5 shall submit a time sheet for payment to the Human Resources Department within 5 days of performing the full responsibilities of the absent staff person. The Assistant Superintendent of Human Resources may establish a limit on such additional payments on a case-by-case basis if the limit is established before the work is performed. In addition to the above stipend, any Clerk that completes secretary office hours on a day that a secretary is absent shall be allowed to timesheet the additional hours at their contractual rate for their Clerk classification.

8.6 Maintaining a Classroom

- 8.6.1 In case of certificated work stoppage, natural disaster, and/or lack of qualified substitutes, a unit member may be assigned the responsibility of maintaining a classroom when certificated staff is unavailable to directly maintain a classroom, and periodic supervision is provided by a certificated employee.
- 8.6.2 Effective July 1, 2016, the pay for such classroom maintenance shall be sixteen dollars and sixty cents (\$16.60) per hour in addition to the unit member's regular pay. Effective July 1, 2017, this amount will increase to seventeen dollars and forty-three cents (\$17.43) per hour. Effective July 1, 2018, this amount will increase to seventeen dollars and eighty-seven cents (\$17.87) per hour.
- 8.6.2.1 This amount shall be increased each year by the percentage increase of the salary schedule as indicated above.
- 8.6.2.2 If more than one unit member performs classroom maintenance under this Article, each shall receive the additional compensation under this Article.
- 8.6.2.3 The utilization of a unit member to maintain a classroom cannot exceed two (2) consecutive days under any circumstances, except in instances of a certificated work stoppage or natural disaster.
- 8.6.3 Any bargaining unit member that is qualified and credentialed to, and performs the duties of a Substitute Teacher, shall be compensated at daily rate of the applicable rate of pay for substitute teachers. No unit member shall be disciplined solely for being unable to perform their normal duties because of this assignment.

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

- 8.7.1 Effective July 1, 2021, , the salary range for Special Education Paraeducator I shall be 7.0
- 8.7.2 Special Education Paraeducator II shall be 8.0
- 8.7.2.1 Special Education Paraeducator II obtaining the District Certificate of Competency shall be 9.0. The Certificate of Competency training shall be offered to any Paraeducator, every school year. Any Paraeducator that is currently at

range 6.5 shall become range 7.0, any Paraeducator that is currently 7.5 shall become 8.0 and any Paraeducator that is currently at range 8.5 shall become range 9.0.

8.7.2.2

A Special Education Paraeducator II must obtain a District Certificate of Competency in order to be placed at range: 9.0. The course content of the Certificate of Competency shall be added as appendix H. Any Paraeducator II that has already completed the necessary training to receive a Certificate of Competency shall be placed at range 9.0 no later than June 30th, 2022, and they shall receive retroactive compensation going back to January 1st, 2022. The determination shall be made by the Director of Special Education.

8.7.3 Training

8.7.3.1

The following criteria shall be used to determine eligibility to move between classifications of Paraeducators:

Paraeducator I to Paraeducator II

- 1 Year of Service as a Paraeducator within the Berryessa Union School District,
- Attendance at no less than 20 Hours of Paraeducator Training, Including the First Part of the TCI Training Addressing the De-Escalation Process,
- Complete and Pass an Assessment Measuring the Paraeducator's Knowledge of Disabilities and How to Successfully Implement Instructional Assistance within the Classroom.

Paraeducator II to BMT

- Obtain and maintain the Certification of Completion Offered by the District, Including Passing the Full TCI Training
- Demonstrate the Capability to Obtain Measurements through Data Collection Sheets, Show How to Create These Data Sheets and Finally Demonstrate the Ability to Provide an Analysis of the Data
- Demonstrate the Reasoning Behind (the Why's) and the Ability to Create Visual Supports

8.7.3.2

All bargaining unit members assigned to enroll in certified Therapeutic Crisis Intervention (TCI) training to obtain de-escalation and restraint certification shall be paid \$21.43, or their regular rate of pay per hour, whichever is greater, for the training. The District shall meet with the Chapter President or designee to discuss recommendations for the prioritization of TCI training attendees.

8.7.3.3

“Starting with the 2021-2022 school year, one (1) additional work day shall be added to the work year for all unit members, with the exception of 12-month unit members, as part of the increase to the salary schedule set forth in Paragraph 1 of this section.”

8.7.4 Daily Living Requirements

8.7.4.1

Special Education Paraeducators I and II, Case Facilitators, and Behavior Management Technicians I and II are expected to provide daily living requirements if students require such services. Daily living requirements, as used in this provision, involves actual bodily assistance of the student and not mere escorting or mere observation for emergencies.

8.7.4.2

When a Special Education Paraeducator I provides daily living requirements, that individual shall receive a one (1) range differential per month for the time daily living requirements are provided.

8.7.5 Medical Procedures

8.7.5.1

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

8.7.5.2

Under the District nurse and/or principal's direction, each school site will develop a backup plan to provide designated medical procedures when the unit member assigned those duties is absent. This plan shall include provisions for providing appropriate training to unit members who provide the designated medical procedures. Unit members providing designated medical procedures on a back-up basis shall be paid ten dollars (\$10) per day on which the service is provided, not to exceed a total of seventy-five dollars (\$75) in any calendar month.

8.7.5.3

Unit members assigned to provide medical procedures for a specific child will be provided the necessary on-the-job training for the specific procedures. This training will be at the District's expense and provided by qualified personnel. Interested unit members (other than those in positions listed in Section 8.7.4.1) can also volunteer for and receive this specific training. Upon successful completion of the

training, these volunteers will become eligible for assignment to provide medical procedures to students. The District has sole discretion to determine whether and when to provide training, and to select appropriate unit members for assignment to provide the medical procedures.

- 8.7.6 Special Education Paraeducators I and II, Behavior Management Technicians I and II, and Case Facilitators shall be considered placed at the District Office for purposes of assignment only.
- 8.7.7 When a Special Education Paraeducator I or II is assigned to a Special Day Class or a Resource Program when a substitute teacher is provided, the Paraeducator shall receive an additional hour of pay for each day with the substitute, except in the case of the assignment of a long-term substitute, in which case the Paraeducator will be paid an additional hour for only the first ten (10) days. If a new long-term substitute is assigned, the ten (10) day limit shall reset.
- 8.7.8 When an Instructional Associate, Kindergarten Instructional Associate, PE Instructional Associate or Transitional Kindergarten Associate is assigned to a class when a substitute is provided due to the teacher's unplanned absence (defined as all absences outside of official business), the above classification shall receive an additional hour of pay for each day with the substitute, except in the case of the assignment of a long term substitute, in which case the above classifications will be paid an additional hour for only the first ten (10) days.

8.8 Longevity

- 8.8.1 Unit members must be in paid status at least seventy-five percent (75%) of the school year in order to receive credit for a year of service.
- 8.8.2 Unit members will receive longevity steps on July 1 as follow:

beginning of the 7th consecutive year – 4% increase in base salary
beginning of the 12th consecutive year – 7% increase in base salary
beginning of the 17th consecutive year – 10% increase in base salary
beginning of the 21st consecutive year – 13% increase in base salary
beginning of the 25th consecutive year – 16% increase in base salary
- 8.8.3 Unit members with breaks-in-service shall be eligible to have all years counted for longevity effective November 1, 1987.

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

8.9 **Health and Welfare Benefits**

1. The District's required contributions toward premiums for medical, dental and vision benefits are set forth in this Section 8.9 (including subsections). Any premium costs above the amounts listed in Section 8.9 will be deducted from unit members' pay checks.
2. Effective the first day of the month after the District governing board approves the amendments to this Agreement, the District will make available medical, vision, and dental insurance programs and will contribute toward premiums for these insurance programs as described in this Article. The maximum annual District contribution towards medical benefits shall be Twenty Five Thousand Dollars (\$25,000) per unit member.

8.9.1 **Medical Premiums**

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

The District reserves the right to meet its obligations to provide Health and Welfare benefits under this Agreement through a different provider, as long as the coverage remains substantially the same. "The District shall form a committee with CSEA representation for the purposes of consultation before changing providers."

8.9.1.1 District Basic Contribution For Medical Premiums

As required by California Government Code Section 22892, the District will contribute the minimum required contribution amount for each unit member enrolled in an approved CalPERS health plan option. The amount required by Government Code Section 22892 increases annually and is the District's Basic employee only medical

benefits Contribution. This Basic Contribution is required only to the extent mandated by law and only as long as the District participates in the PEMHCA plan.

8.9.1.2 District Supplemental Benefits Contribution For Medical Premiums

Effective the first day of the month after the District governing board approves the amendments to this Agreement, the District will make available medical, vision, and dental insurance programs and will contribute toward premiums for these insurance programs as described in this Article. The maximum annual District contribution towards medical benefits shall be Twenty Five Thousand Dollars (\$25,000) per unit member.

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

8.9.1.3 For the 2022-2023 contract year only, if any other bargaining unit receives a salary schedule increase, off schedule payment or increase in the employer contribution to health and welfare benefits, greater than the CSEA bargaining unit, the CSEA shall receive the same increase, as follows.

- For across-the-board increases to the salary schedule, CSEA shall be entitled to the same percentage increase to the salary schedule negotiated by another bargaining unit.
- For across-the-board payments off the salary schedule to all unit members, CSEA shall be entitled to the same percentage payment negotiated by another bargaining unit.

For increases to the employer contribution to health and welfare benefits, CSEA shall be entitled to the same increase (in dollar amount) negotiated by another bargaining unit.

8.9.2 Dental and Vision Premiums

The District will pay, for any unit member required to participate in the District's dental and vision insurance plan, the full cost of the dental and vision insurance premiums in an amount up to the full cost of premiums for the JPA's Delta Dental and/or VSP "High

Plan" for the tier in which the unit member is enrolled (single/two-party/family) as authorized by the JPA.

Unit members may elect to enroll in the Delta Dental and/or VSP "Premium Plan," to the extent and under the conditions allowed by the plan provider and shall be responsible to pay any premium cost above the "High Plan" premiums for the tier in which the unit member is enrolled. Any additional premium costs shall be deducted from the unit members' paychecks."

8.9.3 Part-time Employees – Pro-Ration of Benefits

- 8.9.3.1 Unit members hired prior to January 1, 1978, will be entitled to a pro-ration of medical, dental, and vision benefits regardless of number of hours worked. Unit members hired after January 1, 1978, must be assigned to work a total of at least 0.5 FTE to qualify on a pro-rata basis.
- 8.9.3.2 Ten (10) month employees shall have their annual health and welfare payment prorated over the ten (10) month work period.
- 8.9.3.3 The proration of benefits for part-time unit members pursuant to this section 8.9.3 shall be calculated by prorating each unit member's "total District contribution amount" by their FTE status. For purposes of this proration, the "total District contribution amount" is defined as the sum of (1) the medical benefits cap established by section 8.9.1 for the plan tier for which the part-time unit member is eligible and enrolled (employee only or two-party/family), (2) the dental benefits premium cap for dental benefits coverage (i.e. the composite rate until the JPA change described in section 8.9.2 becomes effective, or the "High Plan" premium for the tier for which the unit member is eligible and enrolled) and (3) the applicable premium cost for the unit member for vision insurance coverage. The prorated "total District contribution amount" will be used to pay health and welfare premiums in the following order: (1) dental (no more than the High Plan premium cost), (2) vision, (3) medical. Unit members are responsible to pay for any premium costs not covered by the prorated "total District contribution amount."
- 8.9.3.4 The District will pay the full costs of vision insurance premiums and dental insurance premiums up to the High

Plan premium level for part-time unit members who elect not to enroll in the District's medical insurance plan, but not more than the pro-rated single cap amount specified in Section 8.9.1.4.

8.10 Domestic Partners

- 8.10.1 Domestic partners will be covered by the District's health and welfare plans to the extent that the District carriers provide such coverage.
- 8.10.2 The District will provide health benefits for qualified domestic partners of bargaining unit members to the same extent, and subject to the same terms and conditions, as health benefits are available to dependents of unit members under this Agreement. This coverage is conditioned upon the domestic partner meeting all of the criteria of California Family Code Section 297, and upon the unit member presenting the District with proof that a valid declaration of domestic partnership has been filed pursuant to the above Family Code Section or with any local agency registering domestic partnership.

8.11 Section 125 Plan

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

8.12 Retiree Medical Benefits

- 8.12.1 For unit members hired on or after July 1, 2007, the District shall be required to provide only the District Basic Contribution toward medical premiums set forth in Section 8.9.1.1. This District Basic Contribution shall be required only to the extent required by law, and only as long as the District participates in the PEMHCA plan.
- 8.12.2 For unit members hired before July 1, 2007, and retiring on or after July 1, 2008, the District shall provide unit members retiring at the age of fifty-five (55) or older, fringe benefits premium contributions according to the following schedule:
 - 8.12.2.1 The District Basic Contribution required by Section 8.9.1.1 and Government Code Section 22892.

- 8.12.2.2 In addition to the District Basic Contribution for retired unit members with fifteen (15) up to twenty (20) years of District service, the District shall provide an amount for unit member only medical coverage that, when added to the District Basic Contribution required by Section 8.9.1.1, will not exceed the Kaiser single party rate in effect on the date the unit member's retirement becomes effective;
- 8.12.2.3 In addition to the District Basic Contribution for retired unit members with twenty (20) and up to thirty (30) years of District service, the District shall provide premiums for dental and vision coverage and an amount for unit member only medical coverage only that, when added to the District Basic Contribution required by Section 8.9.1.1 will not exceed the Kaiser single party rate in effect on the date the unit member's retirement becomes effective.
- 8.12.2.4 In addition to the District Basic Contribution, for retired unit members with thirty (30) years or more of District service who were hired before January 1, 2002, the District shall provide an amount for the retiree and spouse or domestic partner premiums for dental and vision coverage and medical coverage that, when added to the District Basic Contribution required by Section 8.9.1.1, will not exceed the Kaiser two-party rate, dental rate, and vision rate. Unit members hired on or after January 1, 2002, with thirty (30) years or more of District service shall receive the same retiree health benefits contributions as that described in Section 8.12.3.3 for retired unit members with twenty to thirty (20-30) years of District service.
- 8.12.3 For unit members hired before July 1, 2007, and retiring before July 1, 2008, the District shall provide unit members retiring at the age of fifty-five (55) or older, fringe benefits premium contributions according to the following schedule:
- 8.12.3.1 The District Basic Contribution required by Section 8.9.1.1 and Government Code Section 22892.
- 8.12.3.2 In addition to the District Basic Contribution, for retired unit members with at least fifteen (15) and up to twenty (20) years of District service, the District shall provide an amount for unit member only coverage that, when added to the District Basic Contribution required by Section 8.9.1.1 will not exceed the Kaiser single party rate.

- 8.12.3.3 In addition to the District Basic Contribution for retired unit members with at least twenty (20) and up to thirty (30) years of District service, the District shall provide premiums for dental and vision coverage and an amount for unit member coverage only that, when added to the District Basic Contribution required by Section 8.9.1.1 will not exceed the Kaiser single party rate, dental rate and vision rate.
- 8.12.3.4 In addition to the District Basic Contribution for retired unit members with thirty (30) or more years of District service, the District shall provide premiums for dental and vision coverage and an amount for the retiree and spouse or domestic partner coverage that, when added to the District Basic Contribution required by Section 8.9.1.1, will not exceed the Kaiser two-party rate, dental rate and vision rate.
- 8.12.4 The years of service described in Sections 8.12.2 and 8.12.3 must be as a unit member in the Berryessa Union School District.
- 8.12.5 For retired unit members who worked part-time at the time of retirement, the District's premium contribution described in this Section 8.12 shall be prorated based on the number of hours worked.
- 8.12.6 The payment of premiums (if any) required under Section 8.12 will continue until the unit member-retiree is eligible for Medicare or reaches the age of sixty-five (65), whichever event occurs first. When the unit member retiree is eligible for Medicare or reaches the age of sixty-five (65) (whichever occurs first), the unit member-retiree shall be eligible only for the District Basic Contribution as required by Section 8.9.1.1 and Government Code Section 22892, and only to the extent that such contribution is required by law.
- 8.12.7 To be eligible for retiree medical benefits under Section 8.12, the unit member must have been on paid status in the District or on approved leave at the time of retirement and comply with all applicable rules and requirements for eligibility and participation in retiree medical benefits through CalPERS, including but not limited to the requirement that the unit member retires under CalPERS, and that the unit member must have been enrolled in a CalPERS health plan as an active employee at the time of retirement.

- 8.12.8 In lieu of any fringe benefits for those qualifying under this Section 8.12, a unit member with twenty (20) or more years of Berryessa Union School District service, may elect to receive a one (1) time payment calculated on five hundred dollars (\$500) per each year of District service, up to a maximum of fifteen thousand dollars (\$15,000).
- 8.12.9 Purchase Option for Retirees: Retired unit members who do not otherwise qualify for retiree benefits under this Article 8.12 of this Agreement may purchase medical benefits for themselves, and their spouses or domestic partners, at the retiree's own cost; provided the insurance carriers permit the retirees to do so and the retirees satisfy the insurance carrier's eligibility requirements. The District shall not incur any out-of-pocket costs for providing benefits under this provision. The amount paid by the retiree shall include the administrative costs for the program.

8.13 **Professional Growth Requirements**

Professional Growth increments may be awarded after completing nine (9) units of work in community college, accredited university or college, Adult Education (including seminars and workshops). Effective July 1, 1998, Professional Growth Increments will be paid at two hundred and fifty dollars (\$250) per increment paid in a lump sum on November 30. All CSEA unit members shall be eligible to participate in the Professional Growth program.

8.13.1 **Establishment of Professional Growth Committee**

The President of the Majority Classified Organization shall appoint a Professional Growth Chairperson for a one (1) year term. Three (3) committee members shall be chosen by the affected units (CSEA, Teamsters, and Classified Confidential Management Team). It shall be up to the units to decide on their selection process, with one (1) administrative staff member, and the Superintendent or designee, for a total of five (5) members.

8.13.2 **Duties of the Committee**

Committee members will review requests for Professional Growth, for their respective bargaining units. The Committee will review Professional Growth applications in accordance with Article 8.13.5.4 below.

8.13.3 Professional Growth Requirements

Professional Growth increments may be awarded after completing nine (9) units of work in community college, accredited university or college, Adult Education (including seminars and workshops). Effective July 1, 1998, Professional Growth Increments will be paid at two hundred and fifty dollars (\$250) per increment paid in a lump sum on November 30. All CSEA unit members shall be eligible to participate in the Professional Growth program.

8.13.4 Unit Evaluation Requirements

- 8.13.4.1 All units approved and earned must be job related.
- 8.13.4.2 Courses submitted for credit must be approved prior to beginning classes.
- 8.13.4.3 Credit may be granted only for courses completed after the date of beginning employment with Berryessa Union School District.
- 8.13.4.4 One (1) unit (or one (1) semester) normally represents one (1) hour per week during one (1) semester in lecture or recitation work with necessary preparation time, or three (3) hours per week in laboratory or other work not requiring homework or other preparation.
- 8.13.4.5 Credit for classes in adult education or other approved education experience (including seminars and workshops) will be granted as follows:

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

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

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

8.13.4.8 Professional growth credit will not be granted for courses, seminars, and/or workshops paid for by the District or attended on district time. Professional growth credit will not be granted for any class for which the District provided expense reimbursement under the Career Ladder Program established by Section 8.15.

8.13.5 **Procedures**

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

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

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

8.13.5.4 **Professional Growth Committee Review**

If there is disagreement between the CSEA Committee Member and the Assistant Superintendent of Human Resources, the application shall be forwarded to the Professional Growth Committee Chairperson for committee review within five (5) work days. The Committee shall vote

to approve or deny such applications. The decision of the Professional Growth Committee is final.

8.13.5.5

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

8.14 **Staff Development**

Each school year, the District will deposit five thousand dollars (\$5,000) into a fund to provide staff development for unit members. A committee of CSEA representatives and District administrators will review and approve proposals for use of these funds. The committee shall be comprised of the following four (4) members: (1) the CSEA President or designee, (2) a second representative appointed by CSEA, (3) the Assistant Superintendent of Human Resources or designee, and (4) The Assistant Superintendent of Educational Services or designee. Any money left in the account at the end of the fiscal year will be "rolled over" to the following year up to a maximum of twenty-five thousand dollars (\$25,000).

8.15 **Career Ladder Program**

8.15.1 **Program Description**

8.15.1.1

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

8.15.1.2

The Program shall provide reimbursement to unit members of up to a maximum of \$5,000 per year for the costs of completing approved coursework needed to obtain a teaching or other services credential issued by the CTC. Costs reimbursable through the Career Ladder Program include costs of course registration, tuition, books, lab and

examination fees at accredited higher education institutions. Incidental expenses such as parking, health services, and student penalty fees will not be reimbursed.

- 8.15.1.3 The Career Ladder Committee shall consider applications for reimbursement as stated in Section 8.15.3.
- 8.15.1.4 No more than four (4) participants may be authorized during any year that the Program is in effect.

8.15.2 **Program Requirements**

- 8.15.2.1 The Classified Career Ladder Award Program application must be completed by the applicant and submitted to the Human Resources Department. Upon receipt, Human Resources shall distribute completed applications to the Career Ladder Committee. Applications must be approved by the Career Ladder Committee prior to commencing the coursework for which reimbursement is sought.
- 8.15.2.2 Unit members who have completed their initial probationary period with the District may apply for the Career Ladder Program. Career Ladder Program Participants must be working toward completing requirements for a teaching or other services credential issued by the California Commission on Teacher Credentialing.
- 8.15.2.3 The Program application shall require Participants to specify a plan and timeline for completion of the educational and other requirements for a CTC-issued credential, and shall include confirmation that the Program applicant understands and agrees to the Participant requirements, including, but not limited to the Program commitment requirements set forth in Section 8.15.4.
- 8.15.2.4 After a Program application is approved and the Participant is accepted into the Program, the Participant is not required to reapply to receive reimbursement through the Program for reimbursable tuition costs and other expenses as approved in the Program application.
- 8.15.2.5 To receive reimbursement for costs approved in the Program application, Participants must submit to Human Resources verified transcripts from the accredited

institution where coursework has been completed, as well as copies of receipts for approved expenses. Participants must obtain a C/Pass grade or better in order to receive reimbursement for tuition associated with that class.

8.15.2.6

Approval of an initial Program application does not guarantee that funding will be available to provide reimbursement for all years of Program participation as described in the application.

8.15.3 **Career Ladder Committee**

8.15.3.1

A Career Ladder Committee shall be established to consider and approve applications for participation in the Career Ladder Program. The Committee shall have four (4) members, with two appointed by CSEA, and two appointed by the District.

8.15.3.2

The Committee will review each application to determine whether to grant or deny the request for funding, and may approve funding in an amount different from that requested in the initial application. The committee may approve applications for up to a maximum of \$5,000 per year per participant for approved career ladder activities. Approval of Program applications requires an affirmative vote of at least three committee members. Decisions of the Committee shall be final and are not subject to appeal or the grievance procedure of this Negotiated Agreement.

8.15.3.3

In considering Program applications, the Committee shall consider at least the following:

- The likelihood that the applicant will obtain a CTC-issued credential within the timeline specified in the application;
- The length of time it will take to complete the credential; and
- The available funding for the Program and the extent to which that funding will be available to assist the applicant and other approved Program Participants to complete the Program and receive CTC-issued credentials on the timelines set forth in the approved program applications.

8.15.4 **Participant Commitment**

- 8.15.4.1 As a condition of receiving funding through the Career Ladder Program, Participants must commit to applying for employment in a certificated position in the Berryessa Union School District after they have obtained a CTC teaching or other credential. If hired into a certificated position in the District, the Program Participants agree that they will serve as certificated employees in the District for at least two years. Participation in the Career Ladder Program does not guarantee an offer of employment in the District as a certificated employee.
- 8.15.4.2 If a Program Participant otherwise fulfills the requirements of this Program, but the District does not make an offer of employment as a certificated employee, the Participant shall not be penalized or required to reimburse the District.
- 8.15.4.3 If a Program Participant resigns from employment in the District or is terminated for cause before completing two years as a certificated employee in the District, the Participant shall reimburse the District a pro rata share of all funds received from the District for participation in the Program (e.g., if the Participant completes only one year of service as a certificated employee in the District, the Participant shall reimburse the District for 50% of the funds received through the Program).
- 8.15.4.4 If the District terminates a Program Participant by layoff or by release from probation before the Participant completes two years of service as a certificated employee in the District, the Participant shall not be required to reimburse the District for funds received for participation in the Program.
- 8.15.4.5 If a Program Participant does not receive a CTC-issued credential by the expected credential completion date as described in the approved Program application, the Participant shall be required to reimburse the District for one-half of the funds received through the Program on a reimbursement schedule mutually agreed by the District and the Participant that ensures repayment within no less than five (5) years. If unforeseen circumstances cause a delay in the credential completion time, the Participant may apply to the Committee for an extension of time to receive the credential.
- 8.15.4.6 Should a Participant receive no funding pursuant to Article

8.15.2.6, the plan and timeline for completion described under Article 8.15.2.3 shall be automatically extended to account for the break in funding.

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

REQUEST FOR AWARD APPROVAL
Classified Career Ladder Program

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

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

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

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

(See Article 8.15 of CSEA Negotiated Agreement)

Name: _____

Date: _____

Classification: _____

Site/Department: _____

Phone: _____

Email: _____

Indicate Highest Level of Education

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

Credential desired: _____

Accredited Institution planning to attend: _____

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

Prior applicant:

YES: _____ NO: _____

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

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

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

Signature

Date

8.16 District Work Opportunities Outside Bargaining Unit

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

8.17 Payment of Compensation

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

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

8.18 Emergency School/Work Site Closure

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

ARTICLE 9: PROBATION AND EVALUATION

9.1 Probationary Unit Members

9.1.1 Probationary Period – New Hires

The probationary period for all classified unit members new to the District shall be six (6) months, or 130 days of paid service, whichever is longer, in paid status. The District may release a probationary unit member new to the District at any time during the probationary period by providing notice to the probationary unit member.

9.1.2 Probationary Period – Promoted Unit Members

- 9.1.2.1 All unit members who are promoted into a higher classification will have a probationary period of six (6) months or 130 days of paid service, whichever is longer, to allow for additional training to take place.
- 9.1.2.2 Unit members in probationary status due to a promotion will have the right to return to their previous position within the first two months of the probationary period. A substitute may be employed to fill the vacancy for the two-month period.
- 9.1.2.2.1 In order to assist the probationary unit member in making a decision whether or not to return to their prior position, and upon request of the probationary unit member, the immediate supervisor will provide an initial assessment of the likelihood of successfully completing probation.
- 9.1.2.2.2 A permanent unit member who is promoted to a new position and fails to successfully complete probation in the new position shall be employed in the classification from which he or she was promoted.

9.2 Evaluation System Purposes and Goals

The evaluation system should assist unit members and evaluators in focusing on the important elements of effective evaluation. Throughout

the evaluation process, the evaluator and unit member should be mindful of the multiple activities and responsibilities of unit members that contribute to student learning and the success of the District. The District and Association will continue to work together to support the professional growth and effectiveness of unit members.

9.3 Evaluation of Permanent Unit Members

- 9.3.1 Permanent unit members shall be evaluated every other year by June 1, and may be evaluated yearly at the evaluator's discretion. Permanent unit members transferred must be evaluated by their new supervisor during the first year of reassignment by June 1. The unit member shall receive a copy of the completed evaluation. The supervisor shall hold a conference with the unit member to discuss the written evaluation.
- 9.3.2 Prior to the evaluation, the District shall inform permanent unit members of who will serve as the evaluator.
- 9.3.3 Any less than satisfactory designation must be described in writing, and in the event of an overall unsatisfactory evaluation, the supervisor and the unit member shall collaboratively develop methods of improvement. The supervisor shall assist the unit member in achieving improvements. The unit member shall cooperate in this program.
- 9.3.4 If, during the rating period, a unit member works a split assignment at two (2) sites, the District may require the immediate supervisor at each site to provide separate evaluations, or may require the two (2) supervisors to jointly evaluate the unit member.
- 9.3.5 All unit members have a right to respond to any evaluation and to have that response attached to the evaluation within ten (10) workdays.

9.4 Evaluation Of Newly Hired Probationary Unit Members

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

9.5 Evaluation Form

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

ARTICLE 10: VACANCIES TRANSFERS AND PROMOTIONS

10.1 Definitions

10.1.1 Transfer

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

10.1.2 Promotion

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

10.2 Procedure for Posting and Filling Vacancies

10.2.1 Determining Existence of Vacancies

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

10.2.2 Posting Notice of Transfer Opportunities

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

10.2.3 Posting Notice of Vacancy

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

President or designee.

10.2.4 Notice and Posting Procedures

10.2.4.1 The vacancy notice shall include: the job title, brief description of duties, the assigned work site, the number of hours per week, the salary range, the date of the posting, the closing date for applications, and a statement of the selection criteria. A job description shall be provided by Human Resources Department upon request.

10.2.4.2 All vacancy notices shall be posted at a designated area at each work site. The District will also send notices of vacant positions under Sections 10.2.2 and 10.2.3 by e-mail to all unit members who have District e-mail accounts.

10.2.5 Notice During Recess

Notice of vacancies occurring during recess periods will be mailed only to unit members who submit a written request to receive mailed notices during recess periods or vacations.

10.2.6 Screening of Applicants

The District will paper screen all applications to determine if all the minimum qualifications are met based on the job description. The District retains the right to determine qualifications of candidates. A bargaining unit applicant who meets the minimum qualifications for the vacancy shall be granted an interview. Unit members on probationary or remediation status shall not be eligible automatically for an interview.

10.2.7 Selection Process

10.2.7.1 After the screening process has been completed, the selection will be based on:

10.2.7.1.1 Training

10.2.7.1.2 Specified skills, and

10.2.7.1.3 Prior experience

10.2.7.2 The above criteria will be assessed for each candidate through an interview and/or a formal test.

10.2.7.3 If candidates are judged equal after the assessment, the seniority within the District shall be the determining factor.

10.2.7.4 Within fifteen (15) days of a request by an unsuccessful candidate, the Assistant Superintendent of Human Resources or designee shall meet and provide reasons for non-selection based on the established selection criteria.

10.2.7.5 The Association shall have the right to appoint a unit member to serve on each interview panel. The Association will, during the first full week of each school year, submit to the Human Resources Department a list of names of those unit members who the Association, through its Chapter President or designee, has appointed to serve on any upcoming/future interview panels.

10.3 **Administrative Transfer**

10.3.1 **Transfer**

An administrative transfer may be initiated by the District at any time such transfer is in the best interest of the District based on work-related needs. The unit member affected by such transfer and the Association will be given notice no less than three (5) work days prior to transfer, unless providing such notice is impracticable, in which case the District shall provide as much notice as practicable. Upon request, the unit member shall be afforded the opportunity to meet with the Assistant Superintendent of Human Resources or designee regarding the transfer.

10.3.2 **Accommodation for Disability**

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

10.3.3 **District Reorganization**

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

10.4 **Substitute Service While Filling Vacancy**

If the District is engaged in the process to hire a permanent employee to fill a vacancy in any unit position, the District may fill the vacancy through the employment of one or more substitutes for not more than sixty (60) calendar days. If the position remains unfilled after sixty (60) calendar days, the District will consult with the Association on the

difficulties in the filling of the position. The Association may grant an extension for an additional thirty (30) work days.

10.5 Part-time Unit Members Working as Substitutes

- 10.5.1 Part-time unit members may act as substitutes or may assume short-term positions in those hours that they are not regularly employed. To be considered, the unit member must place his/her name on a District list; the unit member must be qualified; and the extra work may be assigned without administrative difficulties.
- 10.5.2 The unit member's status in these positions remains as substitute or short-term. A unit member does not accrue seniority or gain hours for benefit eligibility. The pay rate will be in accordance with Article 8.4, Working in a Higher Classification.

10.6 Promotional Pay

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

10.7 Training

The District, including site administrators, may call upon unit members with required proficiency and skill to offer the option to train unit members in a new position, or newly hired to the District, as part of their assigned job duties. Unit members called upon to provide such training shall receive compensation as set forth in Article 8.3 ("Other Compensation").

ARTICLE 11: LEAVE PROVISIONS

11.1 Sick Leave

- 11.1.1 A unit member who is absent for any reason must report by telephone or email to the unit member's department head or designee and log the absence in the SmartFind Express System no later than one hour prior to their start time on the first day of such absence, unless prior approval has been obtained, or unless the reason for the absence arises less than one hour prior to their start time, in which case the unit member shall provide notice as soon as practicable. Failure to report an absence is considered a serious offense and continual failure to submit such a report will be considered grounds for dismissal
- 11.1.2 Whenever illness/injury causes absence of five (5) or more consecutive days, the unit member shall provide to the Assistant Superintendent of Human Resources, a written statement that a physician certifying the nature of the disability. The physician's statement shall be specific as to health condition and as to the disabling effects of the health condition. At reasonable intervals thereafter, the District may require from the unit member additional written statements by a physician certifying to the continuing nature for the disability.
- 11.1.3 In the event of a scheduled disability (surgery, childbirth, etc.) the unit member shall notify the Assistant Superintendent of Human Resources in writing of the anticipated absence. Such notification shall include the anticipated beginning and ending dates of the leave. Whenever possible, such notification shall be provided at least twenty (20) working days prior to the scheduled disability.
- 11.1.3.1 **Definition:**
- Sick Leave is defined as the authorized absence from duty of a unit member because of:
- 11.1.3.1.1 The unit member's own illness or injury not covered by Worker's Compensation.
- 11.1.3.1.2 The unit member's dental, eye, and other physical or medical examination or treatment by a licensed practitioner.

11.2 Paid Sick Leave

- 11.2.1 A regular unit member shall earn paid sick leave in accordance with the provisions of the Education Code. Unused sick leave may be accumulated without limit.
- 11.2.2 At the beginning of each fiscal year, the number of sick leave days of the unit member shall be increased by the number of days of paid sick leave, which the unit member would normally earn in the ensuing fiscal year. A unit member's number of sick leave shall be adjusted if a change of assignment alters the amount of sick leave earnable.
- 11.2.3 Sick leave may be taken at any time, provided that new unit members shall not be eligible to use more than six (6) days of paid sick leave until the first day of the calendar month after completion of six (6) months active service with the District.
- 11.2.4 Unit members shall have sick leave absence deducted in ¼-hour increments. In order to receive compensation while absent on sick leave, the unit member must notify the supervisor of the absence at least one (1) hour before the beginning of the working day on the first day absent, unless conditions make notification impossible. The burden of proof of impossible conditions shall be upon the unit member.
- 11.2.5 At least one (1) day prior to the unit member's expected return to work, the unit member shall notify the supervisor in order that any substitute may be terminated. If the unit member fails to notify the supervisor and both the unit member and the substitute report, the substitute is entitled to the assignment, and the unit member shall not receive pay for that day.
- 11.2.6 Unit members have the option to verify prior sick leave credit and request adjustments. The Payroll Department shall maintain records of sick leave utilization and balance.
- 11.2.7 The entitlements to regular paid sick leave, vacation time, compensatory time, Family Medical Leave, and catastrophic benefits shall run concurrently with the five-months of extended sick leave.

11.3 Additional Sick Leave

- 11.3.1 After expiration of paid sick leave, a unit member who is ill or injured may, upon request, use accumulated vacation or

compensatory time, to avoid leave without pay.

- 11.3.2 For a period not to exceed five (5) calendar months from the first day of the extended illness or injury, including the exhaustion of all paid sick leave, vacation time, and compensatory time, a unit member shall be paid at the rate of fifty percent (50%) of the employee's regular salary.

11.4 **Sick Leave for Personal Necessity**

- 11.4.1 Up to seven (7) days of the sick leave granted annually to unit members may be used for reasons of personal necessity.
- 11.4.1.1 Unit members may annually use up to three (3) of the allotted seven (7) Personal Necessity Leave days as Discretionary Days.
- 11.4.1.2 Unit members are not required to provide a reason for the use of any Discretionary Day but must provide at least three (3) work days' notice of the use of such day to their immediate supervisor through completion and submission of the "Leave of Absence Request Form."
- 11.4.1.3 Discretionary Days may not be used on scheduled training or staff development days, immediately before, after or during a holiday recess period, or during the first two (2) weeks or the last two (2) weeks of the instructional school year without prior approval.
- 11.4.1.4 Unused Discretionary Days do not accumulate and cannot be carried over from year to year.
- 11.4.2 Business of an emergency or urgent nature, accidents, family illness, court appearances, deaths, imminent danger to home or personal property, and other unforeseen occurrences which require the presence of the unit member are representative of those situations which constitute personal necessity. Medical and dental appointments meet the definition of sick leave as stated in Section 11.1.3.1.2 and shall be reported as sick leave. Personal necessity leave may not be used for the purpose of extending a weekend, vacation or holiday.
- 11.4.3 Each unit member may utilize the provisions of this Section to take care of personal business which, under the circumstances, the unit member cannot reasonably be expected to disregard and which requires his/her attention during his/her assigned hours of

service.

- 11.4.4 Prior approval for utilization of personal necessity days is required except when prior approval is not reasonably possible due to the circumstances of the need for the leave. The unit member shall inform his/her supervisor of the general nature of the personal necessity, but shall not be required to provide personal and private details beyond the information required to show that the leave qualifies for personal necessity.
- 11.4.5 Seven (7) days represents the maximum allowable number of days available in any school year for personal necessity leave. Personal necessity days may not be carried over from one year to the next.
- 11.4.6 Absences from duty related to employee organizational concerns or work stoppage shall not be charged to personal necessity.
- 11.4.7 It shall continue to be the responsibility of the unit member to notify the department head or supervisor of his/her absence.

11.5 Termination of Sick Leave

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

11.6 Exhaustion of Sick Leave and Any Leave Without Pay

- 11.6.1 Leave of absence without pay may be granted to a unit member who has exhausted all entitlement to sick leave, vacation, and other available paid leave, excluding catastrophic leave benefit, and who continues to be absent because of illness/injury. Such leave may be granted for a period of time not to exceed six (6) months. The Board may renew the leave of absence without pay for two (2) additional six (6) month periods or such lesser leave periods that it may provide, but not exceed a total of eighteen (18) months.
- 11.6.2 At the conclusion of all paid and unpaid leaves, excluding catastrophic leave benefit, if the unit member is unable to assume the duties of the position, or the unit member is not transferred to another position, the unit member shall be placed on a re-employment list for a period of 39 months.

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

11.7 Catastrophic Illness Benefit

All provisions of this article are governed by Education Code 44043.5 and BUSD Board Policy and Administrative Regulation 4161.9.

11.7.1 Criteria to Participate in the CSEA Catastrophic Leave Bank Program

Participation in the program is voluntary, but the bargaining unit member must donate sick leave to the program as set forth in this article to be eligible to receive Catastrophic Sick Leave. Any unit member that is out on a medical leave of absence as of the date of the ratification of this agreement shall be granted eligibility to join the CSEA Catastrophic Leave Bank Program for the 2022-2023 school year.

The benefits of this program may not be utilized until all other eligible leave balances have been exhausted by the unit member.

The-benefit of this program are limited to a maximum of forty-five (45) working days per catastrophic illness or-injury. Such leave will be at the bargaining unit member's regular salary. Employee's benefits and employment status shall remain in full effect during this forty-five (45) day period. Upon review of the committee, allocations may be approved for maximum of a twenty (20) workday increments monthly. Employee will be required to provide an updated physician statement certifying continued need, monthly, to remain under the program. Donated leave credits shall not be used for a period to exceed twelve (12) months.

11.7.2 Eligibility to Participate, Enrollment, and Donations

Newly hired bargaining unit members shall not be eligible to participate in the Catastrophic Leave Program until the completion of their probationary period. The unit member participant must be a permanent BUSD classified employee.

Unit members may only enroll in, or withdraw from, the program, in writing, during the month of June each year.

To initially enroll in the program, an employee must donate the equivalent of one day's sick leave, in increments of one hour/day. The donation is irrevocable.

Annually, on the first day of July, thereafter, participants shall have the equivalent of one day's sick leave deducted from their annual sick leave balance and donated to the bank. The donation is irrevocable.

In the event that the leave bank falls below 25 day, unit members shall be solicited for additional donated days.

The District shall provide the Association chapter president with a yearly balance of the CSEA leave bank.

The Human Resources department shall notify all unit members by e-mail and USPS mail about their option to enroll in the CSEA Catastrophic Leave Bank Program upon ratification of this agreement.

11.7.3 Withdrawal from the Program

A unit member participant may withdraw from the program in writing. A unit member withdrawing from the program shall not have their donated time restored, and will not be eligible to receive an allotment of catastrophic leave.

11.7.4 Catastrophic Leave Requests

Qualifications of Recipient: "Catastrophic illness/injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which requires the employee to take time off from work for an extended period time and taking extended time off creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off.

An employee must present written verification of the catastrophic illness/injury to the District. Such verification shall be prepared by a licensed physician. The District shall then convene the committee within five business days of receipt.

Any unused leave shall be return to the bank.

11.7.5 Joint Association-District CSEA Catastrophic Leave Committee

The purpose of the Catastrophic Leave Committee is to ensure a fair, equitable and non-discriminatory process for allocating catastrophic leave credits to unit members based on need and guided by available credits.

1. A joint Association- District CSEA Committee comprised of two representatives shall administer the provisions of the article.
2. The duties of the joint District-CSEA committee-established by this section shall include the following:
 - a) Determine that the unit member-is eligible for catastrophic leave.
 - b) Determine the number of donated days to be granted, if any, considering such factors as the anticipated duration of the illness and previous use of sick leave and leave pursuant to this section.
 - c) Establish procedures for requesting and for donating catastrophic leave credits. Any procedures established shall have the express approval of both parties.
 - d) Approve and designate appropriate forms for donating and requesting catastrophic leave credits.
 - e) Committee members shall be bound by appropriate rules of confidentiality.
 - f) The Committee's decisions shall be final and binding and shall not be subject to the grievance procedure.

11.8 Industrial Accident and Illness Leave

11.8.1

As a result of an industrial accident leave, the District shall endorse benefit checks received from the Worker's Compensation Carrier to the unit member (when possible). These checks will be

available with the unit member's regular warrant. The unit member's warrant will be adjusted to reflect appropriate earnings. If, within the sixty (60) working day period, a unit member who is on leave is released by a medical practitioner to return to work without restrictions, the unit member shall assume his/her normal duties on the second working day following his/her release. Periods for leave of absence, paid or unpaid, shall not be considered a break in service for the unit member on leave.

- 11.8.2 Payment for wages lost on any day shall not, when added to an award granted the unit member under the Worker's Compensation laws of this state, exceed the normal wage for the day. The industrial accident or illness leave is to be use in lieu of all other sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to all other sick leave, vacation or other paid leave may then be used.
- 11.8.3 If, however, a unit member is still receiving temporary disability payments under the Worker's Compensation laws of this state at the time of the exhaustion of benefits under this Section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.
- 11.8.4 During all paid leaves of absence, the unit member shall endorse to the District wage loss benefit checks received under worker's compensation law. The District shall issue the unit member appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions when all available leaves of absences, paid or unpaid, have been exhausted.
- 11.8.5 When all available leaves of absence, paid or unpaid, have been exhausted, and if the unit member is medically unable to assume the duties of the unit member's position, the unit member shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39)-month period, the person shall be employed in a vacant position in the class of the previous assignment over all other available candidates, except for the re-employment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority. A person who has been placed on a re-employment list, and has been medically released for return to duty and who fails to accept an appropriate position shall be dismissed.

11.9 **Bereavement Leave**

Each unit member is entitled to a leave of absence, not to exceed five (5) days on account of the death of any member of the unit member's immediate family, and not to exceed seven (7) consecutive workdays if out-of-state travel is required. Such days, with the exception of out-of-state travel, need not be taken consecutively, but must be taken within a 12-month period. The immediate family is defined as husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild of the unit member, step-parent, step-son, step-daughter, brother-in-law, sister-in-law, or any relative of a spouse living in the immediate household of the unit member. Unit members taking bereavement leave shall provide documentation that such leave is being taken with respect to an immediate family member and the requirement of out-of-state travel.

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

- 11.10.1 As required by Labor Code Section 233, in any school year, unit members may use up to a maximum of one-half (1/2) of the hours of sick leave that are credited in one (1) year under Section 11.2 to attend to an illness of the unit member's ill family member. All requirements applicable to the use of sick leave for a unit member's own illness shall apply to a unit member's use of sick leave to attend to an illness of the unit member's ill family member.
- 11.10.2 As used in this Section, "family member" means a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, a child to whom the employee stands in loco parentis, a biological, adoptive or foster parent, stepparent or legal guardian of a unit member or the unit member's spouse or registered domestic partner, or a person who stood in loco parentis when the unit member was a minor child, a spouse, a registered domestic partner, a grandparent, a grandchild, or a sibling.
- 11.10.3 This Section does not extend the maximum period of leave to which a bargaining unit member is entitled under the federal Family and Medical Leave Act of 1993, the California Family Rights Act, and provisions of this Agreement or District policy implementing these Acts, regardless of whether the unit member receives sick leave compensation during that leave.

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

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

11.12 **Paid Parental Leave**

11.12.1 **Definition of Parental Leave**

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

11.12.2 **Eligibility for Parental Leave Differential Pay**

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

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

11.12.3 **Calculation of Parental Leave**

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

- 11.12.3.1 The 12-work week period shall be reduced by any period of sick leave, including accumulated sick leave taken during a period a parental leave pursuant to Government Code Section 12945.2. The 12-work week period of parental leave differential pay runs concurrently with any entitlement to unpaid leave for this purpose under Government Code Section 12945.2, and the aggregate amount of parental leave taken pursuant to this Section 11.12.3 and Government Code Section 12945.2 shall not exceed 12-work weeks in a 12-month period.
- 11.12.3.2 A unit member shall not be provided more than one 12-work week period per parental leave during any 12-month period.
- 11.12.3.3 The parental leave described in this Section and required by Education Code Section 45196.1 shall be applicable whether or not the absence from duty is by reason of a leave of absence granted by the District's governing board.

11.13 **Official Business**

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

11.14 **Legal Commitments and Transactions**

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

11.15 **Military Leave**

- 11.15.1 Every unit member, who enters the military of the United States or the State of California, is entitled to a military leave. Such absence does not affect classification and does not constitute a break in service. However, this absence does not count as part of the probationary period required as a condition precedent to classification as a permanent employee.
- 11.15.2 Within six (6) months after a unit member honorably leaves the service, the unit member is entitled to the position formerly held at

a salary the unit member would have received had the unit member not been on military leave. Unit members ordered into military service are entitled to one (1) month's pay from the school district if one (1) year of service has been rendered in the District. Members of the National Guard are entitled to leave without regard to the length of their public service, but this does not include one (1) month's pay.

11.15.3 **Military Service-Connected Disability Leave**

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

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

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

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

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

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

11.16 **Other Leaves Required By Law**

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

11.17 Leave of Absence Without Pay

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

11.17.1 Education Leave

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

11.17.2 Other Leaves of Absence Without Pay

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

11.17.3 Return from Leave of Absence Without Pay

11.17.3.1

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

11.17.3.2

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

11.17.4 **Benefits While On Unpaid Leave**

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

11.18 **Leave for Victims of Domestic Violence**

- 11.18.1 Unit members requesting leave of absence as a victim of domestic violence under Labor Code 230 shall give their supervisor reasonable notice before such leave is taken, unless advance notice is not feasible. (Labor Code section 230(d).) Unit members requesting such leave shall make their best efforts to provide their supervisor no less than three (3) school days' notice of such leave.
- 11.18.1.1 If the unit member is unable to provide advance notice before taking leave of absence for domestic violence, the District shall not take any action against the unit member if the unit member, within a reasonable time after the absence, provides any of the following to the District: 1) a police report indicating that the unit member was a victim; 2) a court order separating the unit member from the perpetrator, or other evidence from the court or prosecuting attorney that the unit member has appeared in court; 3) documentation from any of the individuals identified in Labor Code 230(d)(2)(C) that the unit member was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse; 4) any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the unit member, or an individual acting on the unit member's behalf, certifying that the absence was authorized under Labor Code section 230 or 230.1.
- 11.18.1.2 The District shall keep any documentation provided by the unit member under Article 11.18.1.1 confidential, and shall not disclose it except as required by federal or state law or as necessary to protect the unit member's safety in the workplace. The unit member shall be given notice before any authorized disclosure.

- 11.18.2 Unit members may take leave of absence as a victim of domestic violence under Labor Code 230 for the following reasons: the unit member is 1) a victim of a crime; 2) appearing in court as a witness in any judicial proceeding under a subpoena or court order; or 3) obtaining any relief in a court of law on behalf of a victim of domestic violence or their child. (Labor Code section 230(b), (c).)
- 11.18.3 A unit member may use sick, vacation, personal leave, or compensatory time off that is otherwise available to the unit member for any of the reasons set forth in Article 11.18.2.

ARTICLE 12: PAYROLL ERROR

- 12.1 A payroll error caused by the District resulting in insufficient payment to a unit member shall be corrected and a supplemental check issued not later than five (5) working days after the unit member provides notice to the Payroll Department. A payroll error caused by the unit member, resulting in insufficient payment to the unit member, shall be corrected in the next pay period.
- 12.2 In the event a unit member receives an overpayment, the unit member shall be given the option to repay the District in the next pay period or on a reasonable repayment schedule established by the District.

ARTICLE 13: UNIFORMS AND EQUIPMENT

- 13.1 The District shall pay the full cost of the purchase, lease, or rental of uniforms, equipment, identification badges, emblems, and cards if required by the District to be worn or used by bargaining unit employees. If the District requires a unit member to use any specific equipment or gear in the performance of the unit member's duties, the District agrees to furnish such equipment or gear.
- 13.2 Notwithstanding the above, if a unit member voluntarily provides tools or equipment belonging to the unit member for use in the course of employment, the District is not liable for any loss or damage or the replacement cost of the tools or equipment.
- 13.3 Upon separation from employment for any reason, the unit member shall return any item provided by the District under Article 13.1 no later than three (3) business day after request. Should the unit member not return the item after two written (2) requests, the District may invoice the unit member for the cost of the unreturned item(s), based on the item(s) current value.

ARTICLE 14: PHYSICAL EXAMS

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

ARTICLE 15: VACATION

15.1 Vacation Accrual

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

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

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

15.2 Posting of Vacation Leave

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

15.3 Vacation Leave During Probationary Period

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

15.4 Vacation Carryover

- 15.4.1 Earned vacation accumulated on a fiscal year basis must be taken during the following fiscal year. Unit members may be permitted to take earned vacation leave within the same fiscal year in which it is earned with the approval of the department head, principal, or administrator.
- 15.4.2 A department head, principal or administrator may not defer a unit member's vacation without obtaining the approval of the Superintendent or his/her designee in writing.

- 15.4.3 Bargaining unit members shall have their accrued vacation leave cashed out at the end of every fiscal year if the unit member's vacation days exceed their allotment of carryover days.

15.5 Vacation Interruption

Unit members may interrupt, terminate, or defer vacation in order to use bereavement leave or to use sick leave in the event of an illness which exceeds five (5) work days without a return to active service, provided the unit member first notifies his/her supervisor and supplies the Human Resources Department with sufficient relative supporting information regarding the basis for such interruption, termination, or deferment. Any vacation so deferred shall only be rescheduled with the approval of the unit member's immediate supervisor.

15.6 Vacation Scheduling

- 15.6.1 Vacation leave shall be scheduled and approved by the department head, principal, or administrator two weeks prior to start date. Effort shall be made to enable vacation time to be taken at times mutually convenient to the unit member, consistent with the needs of the service and the workload of the department. The district reserves the right, prior to the start of the school year, to "black out" a maximum of three separate weeks where vacation cannot be taken. The blackout weeks will be determined by department supervisors.
- 15.6.2 Vacation for unit members who work less than twelve (12) months per year must be taken during their work year when students are not scheduled for attendance. At the end of the work year, any vacation days remaining that could not be scheduled during the work year, will be paid on the June payroll warrant. The amount paid will be the balance of any day(s) in excess of one (1) fiscal year carryover.
- 15.6.3 In exceptional circumstances, a unit member may request, and the District may approve, a temporary change in schedule to allow the unit member to take time off when the unit member is ineligible for vacation leave or has no accrued and available vacation leave. In determining whether or not to grant the temporary schedule change pursuant to this subsection, the District shall consider student and District service needs and the workload of the department.
- 15.6.4 A holiday which falls during the scheduled vacation period of any bargaining unit employee shall be paid as a holiday and shall not be charged to the unit member's vacation account.

15.7 Vacation Salary

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

15.8 Effect of Change of Status on Vacation Leave

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

15.9 Vacation Pay Upon Termination

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

ARTICLE 16: HOURS

16.1 Work Day and Work Week

- 16.1.1 The normal work day shall be eight (8) hours; the normal work week shall consist of not more than five (5) consecutive days, Monday through Friday, for unit members.
- 16.1.2 The District will consult with CSEA prior to making any permanent changes greater than two (2) hours.
- 16.1.3 In the event the change in work week results in a unit member being scheduled to work Saturday and/or Sunday for a period of two (2) months or longer, such unit member shall receive one (1) additional day of vacation in lieu of premium pay on an annual basis for as long as the unit member is assigned to the altered work week schedule.
- 16.1.4 The District shall provide the Union and unit members at least thirty (30) days advance notice if the District decides to schedule four (4), ten (10) hour work days during periods when school is not in session. Each affected unit member and his/her immediate supervisor by mutual agreement will develop the unit member's particular work schedule for each four (4), ten (10) hour work day period. Unit members who do not mutually agree to work four (4), ten (10) hour days will be allowed to use accrued vacation time.
- 16.1.5 Nothing in Section 16.1 shall prohibit the District from establishing a work week of other than Monday through Friday for vacant or newly created positions. In such cases, the provisions contained in Section 16.1 do not apply with regard to notice or the extra day of vacation.

16.2 Overtime

16.2.1 Overtime Defined

- 16.2.1.1 Overtime shall be paid only if it is approved by the supervisor, unless the supervisor knowingly permitted or suffered the unit member to work. Authorized overtime shall be compensated for at the rate of one and one-half (1.5) times the unit member's regular rate for all hours worked in excess of eight (8) hours per day or forty (40) hours per week.
- 16.2.1.2 Unit members whose workday is four (4) hours or more shall be

compensated at the overtime rate for work performed on the sixth (6th) and seventh (7th) consecutive day of work.

- 16.2.1.3 A unit member having an average workday of less than four (4) hours during a work week shall be compensated at the overtime rate for any work performed on the seventh (7th) consecutive day.
- 16.2.1.4 For those working a four (4)-day/ten (10) hour schedule, overtime shall be paid for all hours worked in excess of the required work day, which shall not exceed ten (10) hours. Work performed on the fifth (5th), sixth (6th) and seventh (7th) days shall be compensated at the rate of one and one-half (1½) times the unit member's regular rate.
- 16.2.2 Overtime and additional time (straight time for part-time unit members) will be offered to unit members on a fair and equitable basis. When overtime or additional time is offered to unit employees, it shall be on a rotating seniority basis within the appropriate classification with the department/site from a list of qualified volunteers. If no unit member volunteers, the supervisor may assign the overtime in reverse order of seniority. However, nothing herein shall be construed as limiting a supervisor from assigning overtime to employees because of unique skills or residency are required in any particular circumstance.
- 16.2.3 For the purpose of computing the number of hours worked, all time during which a unit member is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence shall be considered as time worked. This time shall be computed to the nearest one-quarter (1/4) hour.

16.3 Compensatory Time Off

- 16.3.1 Compensatory time off in lieu of cash compensation may be granted by the supervisor only if it is authorized in writing before the overtime work is done. No more than two hundred forty (240) hours of compensatory time may be granted in one (1) year for any unit member.
- 16.3.2 Reasonable attempts should be made for compensatory time to be taken within two (2) months of the time the work is completed. Compensatory time shall be taken prior to June 30 of the fiscal year in which the compensatory time was earned, otherwise, any unused time as of that date, will automatically be paid in cash compensation. The taking of compensatory time shall be scheduled with the supervisor in a manner not to impair the District's services.

16.4 Overtime for Scheduled Holiday

Unit members who are required to work on a scheduled holiday as specified in Article 19 shall be compensated at the rate of time and one-half the unit member's regular rate, in addition to the regular pay received for that holiday.

16.5 Temporary Increase in Scheduled Hours

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

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

16.5.2 Temporary Adjustment of Hours

- 16.5.2.1 After the regular hours of a part-time position have been designated for the work year, the District may temporarily increase the hours of a part-time position by no more than two (2) hours for more than twenty (20) working days without having to utilize the posting/vacancy provisions of Article 10 of this Agreement.
- 16.5.2.2 This two (2)-hour or less change will be considered temporary, and will not last beyond the end of the unit member's work year. If the change in assignment continues past June 30 of the year in which it was instituted, the change will be considered permanent. In such cases, the District will institute the appropriate posting/vacancy procedure.
- 16.5.2.3 When the hours are increased temporarily, the unit member may earn compensatory time at straight time in lieu of cash compensation. The earning and scheduling of this compensatory time will be according to Section 16.3, and will be authorized only with the written approval of the supervisor.
- 16.5.2.4 The Association will be notified of any increases and the reason for the change instituted under this Section.

16.5.3 Permanent Adjustment of Regular Hours

Any increase in the regular hours of a part-time position, or any increase beyond the two hours on a temporary basis, shall be posted and filled

according to the provisions of Article 10 of this Agreement.

16.6 Shift Differential

16.6.1

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

16.6.2

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

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

17.1 Lunch Periods

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

17.2 Rest Periods

- 17.2.1 Unit members who work from four (4) to eight (8) hours shall be allowed rest periods to be scheduled by the unit member's immediate supervisor as follows:
- 17.2.1.1 Unit members who work at least four (4), but less than six (6) hours per day shall be allowed one (1) fifteen (15) minute rest period;
- 17.2.1.2 Unit members who work at least six (6), but less than seven (7) hours per day shall be allowed one (1) fifteen (15) minute rest period, and one (1) ten (10) minute rest period; and;
- 17.2.1.3 Unit members who work seven (7) to eight (8) hours per day shall be allowed two (2) fifteen (15) minute rest periods per day.
- 17.2.2 Rest periods shall be scheduled by the unit member's immediate supervisor. Unit members may not combine rest periods or lunch and rest periods, and cannot take lunch or rest periods at the end of the work day.
- 17.2.3 Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the unit member.

17.3 Call Back/Call In

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

17.3.1 **Call Back Pay**

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

17.3.2 **Call-In Time**

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

ARTICLE 18: SUMMER EMPLOYMENT

18.1 Notification

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

18.2 Summer School Representation

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

18.3 Applicants

18.3.1

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

18.3.2

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

18.3.3

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

18.4 Compensation and Benefits

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

18.5 Accrued Vacation

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

ARTICLE 19: HOLIDAYS AND WORK CALENDAR

19.1 Holidays

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

DATES	HOLIDAYS
January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr. Day
February 12, or a day in lieu	Lincoln Day
Third Monday in February	Washington Day
The Friday before Easter	The Friday before Easter
Last Monday in May	Memorial Day
June 19	Juneteenth
July 4	Independence Day
First Monday in September	Labor Day
In lieu day, to be determined annually	Admission Day
November 11	Veteran's Day
A Thursday in November	Thanksgiving Day
A Friday in November	The Friday after Thanksgiving
December 24	The day before Christmas
December 25	Christmas Day
December 26	The day after Christmas
December 31	New Year's Eve Day

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

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

19.2 District Calendar Representation

CSEA will participate in the District joint process for development of the District calendar to ensure that the work calendars of all bargaining units are consistent and meet student and related District service needs. If the joint process does not result in an agreed upon calendar specifying holidays, non-work-days, and potential work days for all CSEA unit members, the District shall determine these matters, and CSEA reserves the right to negotiate regarding any mandatory subjects of bargaining by submitting a written demand to bargain regarding the issue.

19.3 **Unit Member Work Schedules**

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

- 19.3.1 If a change in the work schedule is needed for a class or classes of unit members during the year, the District shall provide CSEA with at least thirty (30) days notice of the proposed change in the work schedule for the unit members. The change must be consistent with the District calendar.
- 19.3.2 If the site administrator or immediate supervisor proposes a change in the work schedule for an individual unit member(s) during the year, the site administrator/immediate supervisor shall inform the unit member of the proposed change as soon as reasonably possible after the need for the change is identified. The change to the unit member's schedule shall be consistent with the District calendar.
- 19.3.3 If a unit member seeks a change in schedule, the unit member shall make the request to his/her immediate supervisor as soon as reasonably possible after the need for the change is identified. The immediate supervisor shall approve or deny the request within 30 days. Any change to the unit member's schedule approved by the supervisor shall be consistent with the District calendar.
- 19.3.4 Unit members whose work year for their classification is extended beyond the regular work year shall be compensated at a current salary per diem rate and at a prorated amount in lieu of vacation and sick leave for each additional day served. Any reduction in the work year shall result in salary reduction of one per diem rate for each day of reduction.

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

ARTICLE 20: SAFETY

20.1 Work Stations

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

- 20.1.1 It shall be the responsibility of unit members to report unsafe, hazardous or unsanitary conditions as soon as possible to their Supervisor. The supervisor will notify the unit member of the action he/she has taken regarding the report within five (5) days.
- 20.1.2 Unsafe, hazardous, or unsanitary conditions shall be corrected as soon as possible. To ensure safe working conditions additional accommodations will be provided pending correction of the problem.
- 20.1.3 When purchasing new furniture and equipment, ergonomic needs of the unit members will be considered.

20.2 Emergency Preparedness

The District will make first aid and CPR training available to all unit members on an annual basis during District business hours. Unit members required to take such training shall do so during their work hours, if feasible, in consultation with their supervisor. Such unit members who have to take the training outside of their work hours shall be compensated at their hourly rate for doing so. Unit members not required to take such training shall do so outside of their work hours without compensation. All classifications assigned to school site locations shall obtain and retain a Red Cross Adult First Aid/CPR/AED certification.

ARTICLE 21: BARGAINING UNIT WORK

21.1 Contract for Service

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

21.2 Rights Under EERA

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

21.3 Transfer of Unit Work

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

ARTICLE 22: LAYOFFS

22.1 Decision to Layoff

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

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

22.2 Notice to Unit Members

22.2.1 The District agrees to provide CSEA with thirty (30) calendar days' advanced notice of any Board action under Education Code section 45117 that a unit member's services will not be required for the ensuing year due to lack of work or lack of funds. Procedures for layoff notice and right to hearing are set forth in Ed Code section 45117. If the District must eliminate classified positions as a result of the expiration of specifically funded program(s), the District shall provide written notice of the layoff to the unit member(s) no less than sixty (60) calendar days prior to the effective date of their lay-off.

22.2.2 The notice shall contain:

22.2.2.1 Effective date of layoff;

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

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

22.2.2.4 Reason for layoff.

22.3 Order of Layoff

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

those classifications listed in Appendix B. Re-employment shall be in reverse order of layoff.

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

22.3.3 **Definition of Length of Service Seniority**

- 22.3.3.1 For the purposes of this Section, “length of service” means first date of paid service in a regular classification, or a higher or equal classification, as a permanent or probationary employee. Service as a substitute or short term employee shall not count as first date of paid service. Article 22.3.3 (“Definition of Length of Service Seniority”), when applied to Noon Duty Supervisors, shall be interpreted to include service by Noon Duty Supervisors prior to their inclusion in the bargaining unit upon the ratification of the current contract.
- 22.3.3.2 When the first date of paid service is the same, seniority shall be determined by the total service in the District. If that total service is the same, then seniority shall be determined by lot.
- 22.3.3.3 An employee shall have his/her date of hire adjusted whenever there is a break in service. A break in service for purposes of this Article shall mean: (a) any resignation or retirement; or (b) any unpaid status without leave.

22.4 **Displacement Rights**

- A permanent employee laid off from his/her present classification may (1) fill an open position in that classification, or (2) if no open position exists, may displace the employee with least seniority in that classification, having the same or higher number of hours nearest to the hours of the senior employee, or (3) may displace the least senior employee with the same or higher number of hours nearest to the hours of the senior employee in the next lower classification or equal classification in which the first employee has previously gained permanence. A senior employee may not use the displacement process to increase that employee’s regularly assigned hours by more than two (2) hours per day.
- 22.4.1 Displacement rights must be exercised within five (5) working days of notice of layoff. The District and Association will conduct a joint meeting before the end of this period with the employees affected by the layoff in order to explain displacement rights.

22.4.2 Service in More than One (1) Position

Employees will be provided with the opportunity to serve in two (2) or more positions as long as the schedules of those positions are compatible. The combined hours of these positions will determine the employee's right to pro-ration of benefits under Section 8.9 of this Agreement. However, for purposes of layoff and displacement rights, the employee serving in two (2) or more positions can only assert the right to each position as if held separately, and cannot combine the total hours of the separate positions for asserting displacement rights.

- 22.4.3 If a classified employee scheduled for layoff is qualified to render the service provided by a short term employee with a term exceeding forty-five (45) days, the classified employee will be placed in the short term position for its duration prior to being laid off.

22.5 Re-employment Rights

- 22.5.1 Persons laid off are eligible for re-employment in the class from which they were laid off for a period of thirty-nine (39) months and shall be re-employed in preference to new applicants.
- 22.5.2 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be granted the same rights as persons laid off and shall retain eligibility to be considered for re-employment for an additional period of up to twenty-four (24) months; provided that the same tests of fitness under which they qualified for appointment to the class shall still apply.
- 22.5.3 If the District re-employs a unit member as a permanent employee under the provisions of this Section, it shall disregard the break in service of the employee and classify him/her as, and restore him/her to all the rights, benefits and burdens of a permanent employee in the class to which he/she is reinstated or re-employed.

22.6 Notification of Re-employment Opening

- 22.6.1 Any employee who is laid off and is subsequently eligible for re-employment shall be notified in writing by the District of an opening in the same or related class held at the time of layoff. Such notice shall be sent by certified mail to the last address given the District by the employee. A copy of the notice shall be given to CSEA. It shall be the responsibility of the employee to promptly notify the District of any change of address. Failure to provide the District with a current address shall result in the employee's name being eliminated from consideration for the open position and shall constitute an "offer" of employment

under Section 22.6.2. The employee shall become re-eligible for future open positions, provided the employee notifies the District of the employee's current address.

22.6.2

An employee shall notify the District of his/her intent to accept or refuse employment within five (5) working days following receipt of the re-employment notice. If the employee accepts re-employment, the employee shall not be required to report for work any sooner than ten (10) working days following receipt of the re-employment notice. Failure to notify the District within the time limits given or refusal to accept the offered position, shall free the District to eliminate the former employee from consideration for the opening. The former employee shall be removed from the re-employment list after three (3) bona fide offers are made for a position in a previously held classification that is within two (2) hours per day of the last position held by the former employee.

22.7 **Seniority List**

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

ARTICLE 23: DISCIPLINE

23.1 Definition of Probationary Period and Permanent Status

- 23.1.1 During the probationary period, any unit member shall be subject to disciplinary action, including termination. The unit member shall not have a right to a hearing regarding any disciplinary action taken during the probationary period.
- 23.1.2 Upon satisfactory completion of the probationary period, a unit member is designated as a permanent employee who shall be subject to disciplinary action only for cause as prescribed in this Article.

23.2 Cause for Discipline

- 23.2.1 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:
- 23.2.1.1 Incompetence or inefficiency.
- 23.2.1.2 Absence and/or repeated tardiness without authorization or sufficient reason.
- 23.2.1.3 Abuse or misuse of sick leave or any other authorized leave.
- 23.2.1.4 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 or federal law. A determination of whether an employee is under the influence of alcohol or 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.
- 23.2.1.5 Insubordination or discourteous treatment toward superiors or other employees.
- 23.2.1.6 Dishonesty.

- 23.2.1.7 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 an employee.
- 23.2.1.8 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.
- 23.2.1.9 Conviction of a felony, any crime involving moral turpitude, or any crime bringing discredit upon the District.
- 23.2.1.10 Immoral conduct.
- 23.2.1.11 Evident unfitness for service.
- 23.2.1.12 Physical or mental conditions rendering him/her unfit for service.
- 23.2.1.13 Violation of or refusal to obey the laws of the state or rules, regulations and policies of the District.
- 23.2.1.14 Discourteous treatment of members of the public, students or other employees while on duty.
- 23.2.1.15 Conduct in violation of Section 1028 of the Government Code involving advocacy or membership in the Communist Party.
- 23.2.1.16 Any conduct contrary to the welfare of the schools or the students.
- 23.2.1.17 Failure to perform adequately requirements of the position held.
- 23.2.1.18 Failure to work with others, to the detriment of the District.
- 23.2.1.19 For employees who are required to drive a vehicle in the regular course of their employment:
- 23.2.1.19.1 Loss of his/her driver's license; or
- 23.2.1.19.2 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

- 23.2.1.19.3 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.
- 23.2.1.20 Neglect of duty.
- 23.2.1.21 Material and intentional misrepresentation or concealment of any fact in connection with obtaining employment.
- 23.2.1.22 Falsifying any information submitted to the District.
- 23.2.1.23 Willful damage to District property, waste of District supplies or equipment, or excessive carelessness with District property or funds.
- 23.2.1.24 Misappropriation of District funds or property.
- 23.2.1.25 Failure to obtain, 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.

23.3 **Progressive Discipline**

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

23.3.1 **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. The unit member has the right to write a response and that response shall be attached to the memorandum.

23.3.2 **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.

23.3.3 **Suspension Without Pay For Repeated Offenses**

Suspension usually shall not be used unless the unit member has received a written reprimand about similar actions.

23.3.4 **Demotion or Dismissal**

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

23.4 **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.

23.5 **Procedure for Discipline**

23.5.1 **Preliminary Written Notice**

- 23.5.1.1 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.
- 23.5.1.2 Any known written materials, reports or documentation upon which the proposed disciplinary action is based must be attached to the preliminary written notice.
- 23.5.1.3 The unit member 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 unit member 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.

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

23.5.2 **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 unit member'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 unit member to file a request for hearing within the time specified shall constitute a waiver of the unit member's right to a hearing.

23.5.3 **Employee's Status**

23.5.3.1

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.

23.5.3.2

Suspension

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

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

23.5.4.1

Any classified employee charged with the commission of any sex offense 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.

- 23.5.4.2 A unit member 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 unit member will repay the salary paid during the compulsory leave in case the unit member is convicted of such charges, or fails to return to service following expiration of the compulsory leave. If the unit member does not furnish a bond and if the employee is acquitted of such offense or charges dropped, the District shall pay the unit member upon his or her return to service the full amount of salary which was withheld during the compulsory leave.

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

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

23.5.5.2 **Notice of Hearing**

The arbitrator shall set the matter for hearing and shall give the unit member 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 arbitrator's proposed decision shall be conducted in closed session unless the unit member requests an open hearing in the unit member's written request for a hearing.

23.5.5.3 **Rights of Unit Member**

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

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

- 23.5.5.3.2 testify under oath;

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

- 23.5.5.3.4 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 arbitrator;

- 23.5.5.3.5 impeach any witness;
- 23.5.5.3.6 present such evidence as the arbitrator deems pertinent to the inquiry;
- 23.5.5.3.7 argue his/her case.
- 23.5.5.4 The party attempting to substantiate the charges against the unit member shall be entitled to the same privileges.

23.5.5.5 **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.

23.5.5.6 **Exclusion of Witnesses**

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

23.5.5.7 **Burden of Proof**

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

23.5.5.8 **Findings and Decision**

- 23.5.5.8.1 Upon completion of the hearing, written Proposed Findings of Fact and Conclusions shall be signed and filed with the Governing Board by the arbitrator, which

shall constitute his/her decision. If the Governing Board adopts the arbitrator'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 arbitrator, or adopt its own findings and conclusions.

23.5.5.8.2

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.

23.5.5.9

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.

23.5.5.10

Transcript of Hearings

Transcripts of hearings shall be furnished to any party 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.

23.5.5.11

Continuances

The arbitrator may grant a continuance of any hearing upon such terms and conditions as he/she may deem proper. The unit member shall remain on unpaid suspension for the period of any continuance. Any request for continuance made less than forty-eight (48) hours prior to the time set for the hearing will be denied unless good cause is shown for the continuance.

23.5.5.12

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.

23.6 **Personnel Files**

- 23.6.1 The personnel file of each unit member shall be maintained in the District Human Resources Department; however, this requirement shall not prohibit the attachment to disciplinary memoranda materials not previously placed in the personnel file.
- 23.6.2 Materials in personnel files of unit members that may serve as basis for affecting the status of their employment are to be made available for the inspection of the unit member involved. This material is not to include ratings, reports, or records that: (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with promotional examination except numerical score obtained as a result of a written examination. A unit member shall have the right to inspect these materials upon request, provided that the request is made at a time when the person is not actually required to render services to the employing district.
- 23.6.3 Information of derogatory nature, except material mentioned in the Section above shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any derogatory statement, the unit member's comments thereon. The review shall take place during normal business hours and the unit member shall be released from duty without salary reduction for a sufficient time, not to exceed three hours, to be scheduled by the Human Resources Department.

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

24.1 Reclassification and Position Upgrade

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

24.1.1 Reclassification Definition

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

24.1.2 Upgrade/Regrade Definition

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

24.1.3 Timeline to Propose Reclassification

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

24.1.4 Reclassification Negotiations

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

24.2 Job Descriptions

All modifications in bargaining unit job descriptions shall be reviewed with CSEA, and the parties shall negotiate regarding proposed changes to the job descriptions to the extent required by the EERA, except those that reflect

changes in law, Labor Code or other statute, or California Department of Public Health, County, or other local mandates. All modified bargaining unit job descriptions shall include the date of Board Approval.

- 24.2.1 The parties shall annually, beginning no later than January, engage in a process to review and update existing job descriptions as needed. Each party shall be entitled to up to three (3) participants in this process. Each year, the parties shall identify 1-2 job families in which job descriptions shall be reviewed and updated as needed. The parties shall make best efforts to complete review and revision of all unit member job descriptions in a three-year cycle.

24.3 **Salary Surveys And Data Collection**

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

ARTICLE 25: EFFECT OF AGREEMENT

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

ARTICLE 26: SUPPORT OF AGREEMENT

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

ARTICLE 27: E-Mail

"All unit members shall be required to check their District-issued e-mail at least one time per workday on which they are assigned to work. The District will make devices available to unit members, if needed, to access their District-issued e-mail."

ARTICLE 28: COMPLETION OF NEGOTIATIONS AND REOPENERS

- 28.1 This Agreement shall be effective from the date of approval by the District Governing Board through June 30, 2025.
- 28.2 Except for the reopeners specified in this Article 28, during the term of this Agreement, CSEA and the District expressly waive and relinquish the right to meet and negotiate, and agree that the parties shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement. The current Board policies that specifically relate to the negotiable areas delineated in the Educational Employment Relations Act will remain in full force and effect during the term of the Agreement.
- 28.3 For the 2023-2024 and 2024-2025 school years, each party shall have the right to re-open Article 8 ("Compensation and Benefits") by providing the other party a written demand to bargain no sooner than ninety (90) days prior to the end of the prior school year (i.e., June 30), and otherwise following the requirements for disclosure of bargaining proposals contained in Government Code Section 3547. In addition to Compensation and Benefits, each party shall be entitled to re-open negotiations on no more than two (2) Articles of this Agreement.
- This Agreement is a result of good faith meeting and negotiating between CSEA and the District, completed on July 7, 2022, and approved by the Berryessa Union School District Board of Trustees on Aug 9th, 2022.
- 28.4 The District will provide all school and department sites two (2) copies of the negotiated agreement within sixty (60) calendar days of the signing. The Agreement will be made available for bargaining unit members' reference. In addition, the Agreement will be posted on the District's web site.
- 28.5 A copy of this contract will be sent to PERB (Public Employment Relations Board) if required to comply with PERB Regulations.

MEMBERS OF THE COLLABORATIVE BARGAINING TEAM

CSEA

DISTRICT

Sheko Habibi, CSEA President
Jeri Gralak, Admin Ed. Services
Gloria Vargas, Accountant
Holly Broker, Secretary Northwood Elem.
Valeri Bobias, LMT Northwood Elem.
Yolanda Yah, Paraeducator II Morrill Middle
Rhonda Van Dyke, Paraeducator II Laneview
Elem.
Robin James Utigaard, Labor Relation Rep.
CSEA

Roger Gallizzi, Interim Asst. Supt. of Human
Resources
Kevin Franklin, Asst. Supt. of Business Services
Josh Quitarano, Director of Fiscal Services
Carol Mar, Principal
Mya Duong, Principal
Bettina Strickland, Administrative Assistant of
HR
John Yeh, Partner - Burke, Williams &
Sorensen, LLP

Signature for CSEA

Signature for the District

Sheko Habibi,
CSEA President

Roger Gallizzi
Interim Asst. Supt. of Human Resources

Date:_____

Date:_____

ARTICLE 29: SAVINGS PROVISIONS

- 29.1 If any of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- 29.2 Provisions of this Agreement held contrary to the law and not subject to appeal will be opened for renegotiations within sixty (60) days following a request by either party to meet and negotiate.

ARTICLE 30: TERM

- 30.1 This Agreement shall be effective upon ratification by the union and approval by the Governing Board through June 30, 2025. Upon the request of either party, the parties agree to reopen negotiations during the term of the Agreement regarding the impact that any new legislation may have on mandatory subjects of bargaining.
- 30.2 The parties agree to submit their initial proposals for 2023-2024 re-opener negotiations, as required by Government Code Section 3547, no later than May 1, 2023. Negotiations shall commence no later than thirty (30) calendar days following the public hearing on the proposal.
- 30.3 The parties shall abide by the provisions of Article 28 with respect to any other right to re-open negotiations during the term of this Agreement.

APPENDIX A: 2021-2022 SALARY SCHEDULES

BERRYESSA UNION SCHOOL DISTRICT
CSEA Classified Salary Schedule
2021-2022 Effective 07/01/21 4%-New rate 07/01/21

Range	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6	
	Mo.	Hr.	Mo.	Hr.	Mo.	Hr.	Mo.	Hr.	Mo.	Hr.	Mo.	Hr.
3.5	2,623	(15.08)	2,735	(15.73)	2,886	(16.59)	3,020	(17.36)	3,178	(18.27)	3,326	(19.12)
4.0	2,856	(16.42)	2,979	(17.13)	3,142	(18.07)	3,290	(18.92)	3,461	(19.90)	3,622	(20.83)
4.5	2,926	(16.82)	3,059	(17.59)	3,214	(18.48)	3,375	(19.41)	3,528	(20.29)	3,707	(21.31)
5.0	2,979	(17.13)	3,142	(18.07)	3,290	(18.92)	3,461	(19.90)	3,622	(20.83)	3,784	(21.76)
5.5	3,059	(17.59)	3,214	(18.48)	3,375	(19.41)	3,528	(20.29)	3,707	(21.31)	3,877	(22.29)
6.0	3,142	(18.07)	3,290	(18.92)	3,461	(19.90)	3,622	(20.83)	3,784	(21.76)	3,971	(22.83)
6.5	3,214	(18.48)	3,375	(19.41)	3,528	(20.29)	3,707	(21.31)	3,877	(22.29)	4,064	(23.37)
7.0	3,290	(18.92)	3,461	(19.90)	3,622	(20.83)	3,784	(21.76)	3,971	(22.83)	4,164	(23.94)
7.5	3,375	(19.41)	3,528	(20.29)	3,707	(21.31)	3,877	(22.29)	4,064	(23.37)	4,261	(24.50)
8.0	3,461	(19.90)	3,622	(20.83)	3,784	(21.76)	3,971	(22.83)	4,164	(23.94)	4,367	(25.11)
8.5	3,528	(20.29)	3,707	(21.31)	3,877	(22.29)	4,064	(23.37)	4,261	(24.50)	4,468	(25.69)
9.0	3,622	(20.83)	3,784	(21.76)	3,971	(22.83)	4,164	(23.94)	4,367	(25.11)	4,579	(26.33)
9.5	3,707	(21.31)	3,877	(22.29)	4,064	(23.37)	4,261	(24.50)	4,468	(25.69)	4,686	(26.94)
10.0	3,784	(21.76)	3,971	(22.83)	4,164	(23.94)	4,367	(25.11)	4,579	(26.33)	4,794	(27.56)
10.5	3,877	(22.29)	4,064	(23.37)	4,261	(24.50)	4,468	(25.69)	4,686	(26.94)	4,913	(28.25)
11.0	3,971	(22.83)	4,164	(23.94)	4,367	(25.11)	4,579	(26.33)	4,794	(27.56)	5,036	(28.96)
11.5	4,064	(23.37)	4,261	(24.50)	4,468	(25.69)	4,686	(26.94)	4,913	(28.25)	5,150	(29.61)
11.7	4,064	(23.37)	4,367	(25.11)	4,686	(26.94)	5,036	(28.96)	5,403	(31.07)	5,799	(33.34)
12.0	4,164	(23.94)	4,367	(25.11)	4,579	(26.33)	4,794	(27.56)	5,036	(28.96)	5,279	(30.35)
12.5	4,261	(24.50)	4,468	(25.69)	4,686	(26.94)	4,913	(28.25)	5,150	(29.61)	5,403	(31.07)
13.0	4,367	(25.11)	4,579	(26.33)	4,794	(27.56)	5,036	(28.96)	5,279	(30.35)	5,535	(31.82)
13.5	4,468	(25.69)	4,686	(26.94)	4,913	(28.25)	5,150	(29.61)	5,403	(31.07)	5,666	(32.58)
14.0	4,579	(26.33)	4,794	(27.56)	5,036	(28.96)	5,279	(30.35)	5,535	(31.82)	5,799	(33.34)
14.5	4,686	(26.94)	4,913	(28.25)	5,150	(29.61)	5,403	(31.07)	5,666	(32.58)	5,939	(34.15)
14.7	4,686	(26.94)	5,036	(28.96)	5,409	(31.10)	5,810	(33.41)	6,246	(35.91)	6,719	(38.63)
15.0	4,794	(27.56)	5,036	(28.96)	5,279	(30.35)	5,535	(31.82)	5,799	(33.34)	6,086	(34.99)
15.5	4,915	(28.26)	5,162	(29.68)	5,409	(31.10)	5,671	(32.61)	5,943	(34.17)	6,234	(35.84)
16.0	5,038	(28.97)	5,290	(30.42)	5,542	(31.87)	5,810	(33.41)	6,092	(35.03)	6,393	(36.76)
16.5	5,163	(29.69)	5,422	(31.18)	5,680	(32.66)	5,958	(34.26)	6,246	(35.91)	6,551	(37.67)
17.0	5,293	(30.43)	5,558	(31.96)	5,824	(33.49)	6,107	(35.11)	6,399	(36.79)	6,719	(38.63)
17.5	5,426	(31.20)	5,700	(32.77)	5,972	(34.34)	6,259	(35.99)	6,562	(37.73)	6,884	(39.58)
25.0	5,970	(34.33)	6,420	(36.91)	6,898	(39.66)	7,414	(42.63)	7,970	(45.83)	8,570	(49.28)
26.0	9,288	(53.40)	9,528	(54.78)	9,778	(56.22)	10,033	(57.69)	10,293	(59.18)	10,550	(60.66)

Board Approve Date: April 12, 2022

Signature



Date

5/6/22

APPENDIX A1: BERRYESSA USD JOB FAMILY SCHEMATIC

Berryessa USD Job Families Schematic

Accounting & Related Classes	Range	Health Related Classes	Range
Accounting Technician I	9.5	Health Clerk	7.0
Accounting Technician II	11.5	Occupational Therapist	26.0
Accounting Technician III	15.0	Speech-Language Pathology Assistant	15.5
Accountant	17.5		
Accountant - Bond Budget	17.5	Food Service Classes	Range
Accounting Specialist	14.5	Child Nutrition Assistant I	30.5
Accounting Technician	12.5	Child Nutrition Assistant II	32.0
Budget-Computer System Specialist	15.0		
Payroll Technician	16.5	Instructional Assistant Classes	Range
Purchasing Specialist	13.0	Alternative Learning Center Instructional Associate	8.0
		AVID Tutor	5.0
Secretarial Clerical & Related Classes	Range	Bilingual Aide	5.0
Administrative Assistant/Communication	16.0	Behavior Management Technician I	11.7
Administrative Secretary - Support Services	11.5	Behavior Management Technician II	14.7
Administrative Secretary - CNS	11.0	Case facilitator	25.0
Administrative Secretary - Principal	11.0	Child Aide	5.0
Assessment Clerk	10.0	Computer Instructional Associate	7.0
Categorical Programs Technician	13.5	English Learner (EL) Newcomer Aide	8.0
Clerk Typist, Categorical Program	7.0	English Learner (EL) Community Liaison	6.5
Child Nutrition Clerk	7.0	ESL Tutor	8.0
Computer Clerk	8.0	Instructional Associate	5.5
District-Student Information Clerk	16.5	Math/Science Lab Associate	6.0
District-Librarian Assistant	8.0	Migrant Instructional Associate	5.0
Education Services Center Clerk	8.0	Migrant Health Statistical Aide	8.0
Executive Assistant, Education Services	13.0	Program Reading Tutor	5.5
Executive Assistant/Operations	13.0	Special Education Paraeducator I	7.0
Information Clerk	7.0	Special Education Paraeducator II	8.0
Office Assistant	8.0	Special Education II * With Certification	9.0
Operations Department Clerk	8.0		
School Clerk	8.0	Utility Classes	Range
School Community Liaison	10.0	Bus Dispatcher (Lead)	39.0
Second Language Translator	8.0	Bus Driver	37.5
Senior Executive Assistant	16.5	Bus Driver/Mechanic II	38.0
Special projects manager	16.5	Bus Driver/Trainer	42.0
Substitute Services Specialist	10.0	Custodian	37.0
		Delivery Person	36.5
Technology Classes	Range	Energy Technician	44.0
A.V. Technician	39.0	Groundswoker	36.0
District Reprographics Technician	40.0	Groundswoker II	38.0
District Medical Resource Technician	11.0	Groundswoker (Lead)	43.0
Duplicating Machine Operator	5.5	HVAC Technician	45.0
School Library/Multi Media Technician	8.0	Maintenance-Grounds Worker	43.0
Technology Support Specialist I	41.0	Maintenance Worker III	40.0
Technology Support Specialist II	45.0	Mechanic (Lead)	44.0
Technology Support Specialist III	47.0	Mechanic III	41.0
Reprographics Assistant	32.0	Mower Operation	36.0
		Transportation Coordinator	42.0
Student Safety Classes	Range	Utility Crew	35.0
Noon Duty Supervisors	3.5	Warehouse Worker (Lead)	40.0

Revised 5/5/2022

APPENDIX B: 2022-2023 SALARY SCHEDULES

BERRYESSA UNION SCHOOL DISTRICT
CSEA Classified Salary Schedule
2022-2023 Effective 07/01/22 5%-New rate 7/01/2022

Range	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6	
	Mo.	Hr.	Mo.	Hr.	Mo.	Hr.	Mo.	Hr.	Mo.	Hr.	Mo.	Hr.
3.5	2,754	(15.83)	2,872	(16.51)	3,030	(17.42)	3,171	(18.23)	3,337	(19.19)	3,492	(20.08)
4.0	2,999	(17.24)	3,128	(17.99)	3,299	(18.97)	3,455	(19.87)	3,634	(20.89)	3,803	(21.87)
4.5	3,072	(17.66)	3,212	(18.47)	3,375	(19.41)	3,544	(20.38)	3,704	(21.30)	3,892	(22.38)
5.0	3,128	(17.99)	3,299	(18.97)	3,455	(19.87)	3,634	(20.89)	3,803	(21.87)	3,973	(22.84)
5.5	3,212	(18.47)	3,375	(19.41)	3,544	(20.38)	3,704	(21.30)	3,892	(22.38)	4,071	(23.41)
6.0	3,299	(18.97)	3,455	(19.87)	3,634	(20.89)	3,803	(21.87)	3,973	(22.84)	4,170	(23.98)
6.5	3,375	(19.41)	3,544	(20.38)	3,704	(21.30)	3,892	(22.38)	4,071	(23.41)	4,267	(24.53)
7.0	3,455	(19.87)	3,634	(20.89)	3,803	(21.87)	3,973	(22.84)	4,170	(23.98)	4,372	(25.14)
7.5	3,544	(20.38)	3,704	(21.30)	3,892	(22.38)	4,071	(23.41)	4,267	(24.53)	4,474	(25.72)
8.0	3,634	(20.89)	3,803	(21.87)	3,973	(22.84)	4,170	(23.98)	4,372	(25.14)	4,585	(26.36)
8.5	3,704	(21.30)	3,892	(22.38)	4,071	(23.41)	4,267	(24.53)	4,474	(25.72)	4,691	(26.97)
9.0	3,803	(21.87)	3,973	(22.84)	4,170	(23.98)	4,372	(25.14)	4,585	(26.36)	4,808	(27.64)
9.5	3,892	(22.38)	4,071	(23.41)	4,267	(24.53)	4,474	(25.72)	4,691	(26.97)	4,920	(28.29)
10.0	3,973	(22.84)	4,170	(23.98)	4,372	(25.14)	4,585	(26.36)	4,808	(27.64)	5,034	(28.94)
10.5	4,071	(23.41)	4,267	(24.53)	4,474	(25.72)	4,691	(26.97)	4,920	(28.29)	5,159	(29.66)
11.0	4,170	(23.98)	4,372	(25.14)	4,585	(26.36)	4,808	(27.64)	5,034	(28.94)	5,288	(30.40)
11.5	4,267	(24.53)	4,474	(25.72)	4,691	(26.97)	4,920	(28.29)	5,159	(29.66)	5,408	(31.09)
11.7	4,267	(24.53)	4,585	(26.36)	4,920	(28.29)	5,288	(30.40)	5,673	(32.62)	6,089	(35.01)
12.0	4,372	(25.14)	4,585	(26.36)	4,808	(27.64)	5,034	(28.94)	5,288	(30.40)	5,543	(31.87)
12.5	4,474	(25.72)	4,691	(26.97)	4,920	(28.29)	5,159	(29.66)	5,408	(31.09)	5,673	(32.62)
13.0	4,585	(26.36)	4,808	(27.64)	5,034	(28.94)	5,288	(30.40)	5,543	(31.87)	5,812	(33.42)
13.5	4,691	(26.97)	4,920	(28.29)	5,159	(29.66)	5,408	(31.09)	5,673	(32.62)	5,949	(34.21)
14.0	4,808	(27.64)	5,034	(28.94)	5,288	(30.40)	5,543	(31.87)	5,812	(33.42)	6,089	(35.01)
14.5	4,920	(28.29)	5,159	(29.66)	5,408	(31.09)	5,673	(32.62)	5,949	(34.21)	6,236	(35.86)
14.7	4,920	(28.29)	5,288	(30.40)	5,679	(32.65)	6,101	(35.08)	6,558	(37.71)	7,055	(40.56)
15.0	5,034	(28.94)	5,288	(30.40)	5,543	(31.87)	5,812	(33.42)	6,089	(35.01)	6,390	(36.74)
15.5	5,161	(29.67)	5,420	(31.16)	5,679	(32.65)	5,955	(34.24)	6,240	(35.88)	6,546	(37.64)
16.0	5,290	(30.42)	5,555	(31.94)	5,819	(33.46)	6,101	(35.08)	6,397	(36.78)	6,713	(38.60)
16.5	5,421	(31.17)	5,693	(32.73)	5,964	(34.29)	6,256	(35.97)	6,558	(37.71)	6,879	(39.55)
17.0	5,558	(31.96)	5,836	(33.56)	6,115	(35.16)	6,412	(36.87)	6,719	(38.63)	7,055	(40.56)
17.5	5,697	(32.76)	5,985	(34.41)	6,271	(36.06)	6,572	(37.79)	6,890	(39.62)	7,228	(41.56)
25.0	6,269	(36.05)	6,741	(38.76)	7,243	(41.65)	7,785	(44.76)	8,369	(48.12)	8,999	(51.74)
26.0	9,752	(56.07)	10,004	(57.52)	10,267	(59.03)	10,535	(60.57)	10,808	(62.14)	11,078	(63.70)

Board Approve Date: Sept. 13, 2022

Signature



Date

10/11/22

APPENDIX C: CLASSIFICATIONS AND WORK DAYS

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

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

	(185 days of service + paid vacation in 2018-2019 and 2019-2020 years only)
*Special Education Paraeducator III (replaced by Case Facilitator)	225 days of service + paid vacation
*Special Projects Coordinator	12 months of service + paid vacation
Speech-Language Pathology Assistant	183 days of service + paid vacation
*State Preschool Paraprofessional	182 days of service + paid vacation
*Substitute Services Specialist	11 months of service + paid vacation
Technology Operations Assistant	12 months of service + paid vacation

*Inactive Classifications at the time of publication

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

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

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

A. CDC/State Preschool

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

APPENDIX A

CDC and State Preschool Unit Members

1. *The 1996-97 salary bonus for CDC and Preschool unit members, payable in September 1997, will be computed and paid according to prior practices and procedures.*
2. *Salary and Benefits*
 - a. *CDC Benefits — The District will contribute \$3,732 per year per FTE toward health and welfare benefits of those unit members employed four hours or more; and will contribute 2.0% of salary to the PERS employer pick-up.*
 - b. *State Preschool Benefits — The District will contribute the same amount per year per FTE toward health and welfare benefits and PERS as contributed for other unit members.*
 - c. *State Preschool Salary — Effective July 1, 1997, the preschool unit members will be paid on the following salary schedule, prorated for FTE. The longevity provisions for regular unit members will apply. Any salary reclassification will consider Preschool Paraeducators as a separate classification.*

	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>
• <i>Paraeducator</i>	1,460	1,1536	1,617	1,702	1,787	1,876
• <i>Lead Teacher</i>	2,028	2,135	2,247	2,366	2,484	2,608

- d. *CDC Salary — Effective July 1, 1997, CDC unit members will be paid on the following salary schedule. In addition, a yearend bonus will be paid from any excess and unused funds according to the prior practices and procedures.*

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

- e. *Work Year — The CDC Center unit members work year will be 245 days. The State Preschool Teacher work year will be 202 days, and the Preschool Paraeducator work year will be 182 days.*

- f. *For purposes of negotiating successor salary and benefit terms under the EERA, the 1996-97 practices and provisions will constitute the status quo ante.*

3. *Participation in District Study*

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

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

B. *Unit Clarification*

1. *Job titles will be added to the Collective Agreement as Appendix B (see attached). The parties will submit a Unit Modification Petition to PERB listing those same positions.*
2. *Before submitting the Unit Modification Petition, a representative from each party will conduct a mini-fact finding regarding the supervisory status of lead/head teacher. If the fact finding group determines that the lead/head*

teacher should be removed from the unit because of supervisory status, the parties will meet and negotiate over the impact of removing that member from the unit.

C. Effects of Eliminating Accounting Specialist

1. By September 30, 1997, the District will undertake a review of the impact of the following changes upon the workload within the Business Department: the change to the new IFAS system, the yearend closing, and the elimination of the Accounting Specialist position. This review will involve the Department members.

D. Effects of 1997 Layoffs and Reduction in Hours

1. The following provision will be added to Article XXII, subsection "2":

"2." The District will not transfer unit work, as defined under the provisions of the Educational Employment Relations Act, without first providing CSEA with notice and opportunity to negotiate. This includes the transfer of work to supervisors, to the certificated bargaining unit, to confidential or management \, or to another employer, and under certain circumstances to non-employee volunteers. The District will provide training for management personnel regarding their obligations to provide notice and opportunity to negotiate before transferring unit work."

2. Before September 15, 1997, the District will undertake a review of whether or not the work previously done by the Reading Tutors at Northwood School was transferred to parents and other non-paid volunteers. The District will provide the CSEA negotiating team with its findings by September 30, 1997.

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

February, 1998

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

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

Staff Development

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

District Site Councils

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

APPENDIX F: FAMILY AND MEDICAL CARE LEAVE AND PREGNANCY DISABILITY LEAVE GUIDELINES

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

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

I. Family Care & Medical Leave

A. Eligibility

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

B. Family Care And Medical Leave Entitlement

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

1. The birth of a child and to care for the newborn child (FMLA and CFRA);
2. The placement with the employee of a child for adoption or foster care and care for the newly placed child (FMLA and CFRA);
3. To care for the employee's child, parent, or spouse who has a serious health condition (FMLA and CFRA).

- a. A child is defined as biological, adopted, or foster child, stepchild, legal ward, or child of a person standing in loco

parentis who is under 18 years of age or an adult dependent child. “In loco parentis” means in the place of a parent; instead of a parent; charged with a parent’s rights, duties, and responsibilities. It does not require a biological or legal relationship.

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

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

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

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

- 1. An eligible employee’s entitlement under Section C is limited to a total of twenty-six (26) workweeks of leave during a single 12-

month period to care for a covered service member with a serious injury or illness. The “single 12-month period” in which the 26-weeks-of-leave-entitlement described in this Section begins on the first day an employee takes leave to care for the covered service member.

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

D. Minimum Duration Of Leave

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

E. Pay Status And Benefits

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

F. Relationship Of Family Care And Medical Leave To Other Leaves

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

G. Relationship To Pregnancy Disability Leave

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

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

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

I. Medical Certification

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

health care provider.

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

J. District's Response To Leave Request

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

K. Dual Parent Employment

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

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

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

II. Pregnancy Disability Leave (PDL)

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

A. PDL Entitlement

Under California Pregnancy Disability Leave law, an employee is entitled to a leave of up to four (4) months, as needed, for the period(s) of time an employee is actually disabled because of pregnancy, childbirth, or a related medical condition.

B. Intermittent or Reduced Schedule Leave

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

C. Relationship of PDL to FMLA and CFRA Leaves

Pregnancy disability leave shall run concurrently with FMLA leave. An eligible employee is entitled to a maximum of four (4) months of pregnancy disability leave for the period of actual disability and an additional maximum of twelve (12) workweeks of CFRA leave to care for the newborn child.

D. Pay Status and Benefits

Except as provided in this Agreement, pregnancy disability leave will be unpaid. The District will continue to provide District contributions toward health insurance plans premiums during the period of pregnancy disability leave on the same basis as coverage and contributions would have been provided had the employee not taken pregnancy disability leave. The employee will be required to continue to pay the employee's share of these health plan premiums, if any. The employee's entitlement to health plan coverage and the District's premium contributions during pregnancy disability leave and during CFRA leave are two (2) separate and distinct entitlements and the time periods for these two (2) entitlements do not run concurrently.

E. District Recovery of Fringe Benefits Premiums

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

APPENDIX G: CLASSIFIED EMPLOYEE'S WORK PERFORMANCE REPORT

CLASSIFIED EMPLOYEE'S WORK PERFORMANCE REPORT

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

Performance Standard:

O = Outstanding S = Satisfactory U = Unsatisfactory

	O	S	U	
A. JOB RELATED PERFORMANCE				COMMENTS SHOULD PROVIDE SPECIFIC COMMENDATIONS AND RECOMMENDATIONS: <div style="border: 1px solid black; height: 100px; margin-top: 10px;"></div>
Demonstrates knowledge and skills appropriate for the position. Work performed is accurate, thorough, neat, and meets quality expectations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Communicates well orally and in writing; effectively carries out verbal and written instructions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Anticipates upcoming work cycles, allocates time and organizes tasks appropriately.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Exercises problem solving skills and abilities, appropriate to the position. Asks appropriate questions and seeks assistance from appropriate sources when needed to solve problems.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

	O	S	U	
B. WORK HABITS				Comments: <div style="border: 1px solid black; height: 100px; margin-top: 10px;"></div>
1. Dependable and punctual attendance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Demonstrates initiative and flexibility to accommodate work place needs. Sets priorities and improves methods and skills for completing duties.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Uses time well. Works efficiently, concentrating efforts to assigned tasks. Completes assigned work on time.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Follows policies and procedures, including safety and security.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

	O	S	U	
C. ATTITUDE AND COOPERATION				Comments: <div style="border: 1px solid black; height: 100px; margin-top: 10px;"></div>
1. Accepts direction from supervisor(s) and effectively implements suggestions for improvement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Works effectively with, and uses tact and discretion when dealing with students, public, and other employees.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Respects confidential and personal information.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

**CLASSIFIED EMPLOYEE'S WORK
PERFORMANCE REPORT**

Employee:

OVERALL PERFORMANCE RATING (mark one only)

Outstanding Satisfactory Unsatisfactory*

*CSEA Contract, Article 9.2.2

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

Commendations:

Recommendations:

Future Objectives:

Signature of Evaluator: _____

Date:

Signature of Employee: _____

Date:

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

Employee Response Attached: Yes No

**APPENDIX H: MEMORANDUM OF UNDERSTANDING TEMPORARY
ADDITIONAL WORK HOURS**

2021-2022
MEMORANDUM OF UNDERSTANDING BETWEEN
THE BERRYESSA UNION SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) AND ITS BERRYESSA
CHAPTER 364 REGARDING
Temporary Additional Work Hours

February 11, 2022

The success of our educational program is partly dependent upon our ability to provide environments conducive to learning. At the start and the end of the school year there is a need for other work needs to be completed, which includes, but is not limited to office preparation and student enrollment.

This work, on occasion, requires more time than is generally needed during the regular school year because of the scope and nature of the tasks.

In an effort to ensure this work will be completed in a timely and efficient manner, all Library Media Technicians, and all School Clerks, with the exception of Health Clerks, at each school site, will be authorized to work additional hours beyond their regular schedule. This authorization of additional hours is not to exceed a total of 30 hours over the assigned window period. The window period for the closing of school for the 2021-2022 school year will be May 02, 2022, through June 15, 2022. The window period for the opening of school for the 2022-2023 school year will be August 1, 2022, through August 31, 2022. Consistent with established existing protocols, the hours are to be authorized by the unit member's supervisor before they are worked, reported on the appropriate time sheet, paid at the unit member's contractual rate of pay, and signed by the authorized supervisor. It must also be submitted consistent with the existing deadlines for submittal.

If any provision of this Memorandum of Understanding is held to be unlawful, the entire Memorandum of Understanding shall be null and void.


This Memorandum of Understanding shall not obligate either party to enter into any other Memorandum of Understanding.

For BUSD:


Roger Gallizzi
Interim Assistant Superintendent HR,
BUSD

2/28/22


Date

For CSEA:


Sheko Habibi
Chapter President
CSEA, Berryessa 364

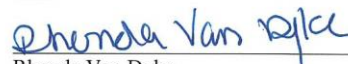
02/16/2022

Date



Yolanda Yah
1st Vice President
CSEA, Berryessa 364

Date



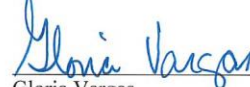
Rhonda Van Dyke
2nd Vice President
CSEA, Berryessa 364

Date



Valeri Bobias
Negotiation Committee
CSEA, Berryessa 364

Date



Gloria Vargas
Negotiation Committee
CSEA, Berryessa 364

Date



Holly Broker,
Negotiation Committee
CSEA, Berryessa 364

Date



Jerri Gralak,
Negotiation Committee
CSEA, Berryessa 3647



Robin James Utigaard,
Labor Relations Representative, CSEA

2/16/22

Date

APPENDIX I: District Certification of Competency

Training Hours	Title of Par Educator Training	Class Description	SELPA Training	Recorded SELPA Training	Online Training
1.5 Hours	SEL Training Or the Equivalent There Of	Workshop provided around Social Emotional Learning and How to Support the Social-Emotional Needs of Our Students. Could also include, but not limited to, MRTSS and how it ties into SEL, along with Trauma-Based Needs	✓		
1.5 Hours	When They Dont Show Up or the Equivalent There Of	The Topic of School Avoidance is Discussed and Strategies to Address it	✓		
3.0 Hours	Antecedent Strategies or the Equivalent There Of	Addressing How to Preempt "Challenging Behaviors", the Training also Includes Cultural Awareness Training	✓		
1.5 Hours	Understanding and Supporting Executive Functioning	How to Support Students that Struggle with Regulation and Attention, Organizational Skills	✓		
1.0 Hour	Roles and Responsibilities/Maximizing Para Support	Designing Para Training Supporting Inclusive Practices by Kevin Schaefer **	✓		
1.0 Hour	Leveraging Inclusive Practices or the Equivalent There Of	Accommodations and Modifications are the Foundations for Inclusion **	✓		
1.0 Hour	Par Educators Supporting Students Self-Advocacy or an Equivalent	Training on How to Assist Hearing Through the Student's Voice and Understanding How to Support Their Needs**	✓		
1.0 Hour	Behavior Support	A Guide for Getting Ahead of Challenging Behaviors**	✓		
1.0 Hour	Data Collection	Learning How to Collect Data with Fidelity and Understanding its Purpose**			
1.0 Hour	Social-Emotional Supports	Learning to Support the Whole Child**	✓		
1.0 Hour	UDL: One Size Fits No One	Understanding Universal Design for Learning**	✓		
1.0 Hour	UDL: One Size Fits No One - Part 2	Continuation of Universal Design for Learning**	✓		
1.0 to 6.0 Hours	Building A Community of Support (Several Sessions)	Learning How to Work Together in the School Settings **	✓		
2 to 3 Hours	Introduction to Autism Spectrum Disorder or an Equivalent	AFIRM (Autism Focused Intervention Resources and Modules) Provide Training on ASD		✓	
28.0 Hours	Therapeutic Crisis Intervention (TCI)	Learning How to De Escalate Crisis Situations and What Restraints Are Appropriate **	✓		
2.0 Hours	Review of Life Space Interview	Assistance with Implementation of LSI in the Classroom	✓		
Total: ~50 Hours					