

NEGOTIATED AGREEMENT

BETWEEN

TEAMSTERS LOCAL UNION 150

AND

**THE GOVERNING BOARD AND
ADMINISTRATION**

OF THE

BERRYESSA UNION SCHOOL DISTRICT

February 11, 2014 – June 30, 2016

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1 **PREAMBLE**

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

7 **ARTICLE 1: RECOGNITION**

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

11 **ARTICLE 2: DISTRICT RIGHTS**

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

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

33 **ARTICLE 3: UNION RIGHTS**

34 3.1 TEAMSTERS LOCAL UNION 150, business and activities will be
35 conducted by unit members or Union officials outside established work
36 hours as defined and will be conducted in places other than District
37 property, except when:

38 3.1.1 An authorized Union representative obtains advance
39 authorization from the Superintendent or designee regarding the
40 specific time, place, and type of activity to be conducted.

41 3.1.2 The Superintendent or designee can verify that such requested
42 activities and use of facilities will not interfere with the school
43 programs and/or duties of unit members as defined.

44 3.1.3 The Union pays a reasonable fee for expenses related to any
45 unusual wear or damage and is subject to District policies and
46 regulations for the use of facilities.

47 3.2 The Union may use the school mail boxes and bulletin board spaces
48 designated by the Superintendent, subject to the following conditions:

49 3.2.1 All postings for bulletin boards or items for school mail boxes
50 must contain the date of posting or distribution and the
51 identification of the organization, together with a designated
52 authorization by the Union president or other authorized person.

53 3.2.2 A copy of such postings or distributions must be delivered to the
54 Superintendent or designee at the same time as the posting or
55 distribution.

56 3.2.3 The Union will not post or distribute information that is obscene
57 or defamatory regarding the District or its personnel, subject to
58 the immediate removal by the District of the right to post or to
59 distribute for a period of at least a sixth month period.

60 3.3 Any unit member who is a member of the Teamsters Local Union 150, or
61 who has applied for membership, may sign and deliver to the District an
62 assignment authorizing deduction of membership dues, initiation fees and
63 general assessments in the Union. Pursuant to such authorization, the
64 District shall deduct the prescribed dues on a monthly basis.

65 3.4 Any unit member who is not a member of the Teamsters Union, Local 150,
66 or who does not make application for membership within thirty (30) days
67 from the effective date of this Agreement, or within thirty (30) days from
68 the date of the commencement of assigned duties within the bargaining
69 unit, shall become a member of the Union or pay to the Union a service
70 fee in an amount equal to membership dues, as determined by the Union,
71 payable to the Union in one lump sum cash payment in the same manner

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

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

- 89 ▪ United Way of Santa Clara County
- 90 ▪ Red Cross

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

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

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

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

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

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

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

132 **ARTICLE 4: EMPLOYEE RIGHTS**

133 4.1 Neither the District nor Union shall interfere with, intimidate, restrain,
134 coerce, discriminate, or harass any employee because of the exercising of
135 his/her rights to engage or not engage in Union activities. Prior to the
136 implementation of changes in his/her position description or job duties, a
137 bargaining unit member has the right to notice of, and to discuss such
138 changes, with the department manager.

139 4.2 An employee shall have the right to representation at any meeting with the
140 employee's supervisor when the employee has a reasonable belief that
141 disciplinary action may result from such meeting.

142 4.3 An employee shall be permitted to meet with a shop steward or Union
143 representative during the employee's and shop steward's work times.

144 4.4 If the site supervisor gives prior approval, an employee may discuss terms
145 and conditions of employment under this contract with their shop steward
146 so long as the shop steward is on non-work time and the employee
147 continues to satisfactorily perform his/her job assignment. If approval is
148 not granted, an alternate time will be established.

149 **ARTICLE 5: CONCERTED ACTIVITIES**

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

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

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

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

168 **ARTICLE 6: UNION RELEASE TIME**

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

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

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

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

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

192 **ARTICLE 7: GRIEVANCE**

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

200 7.2 **Definitions**

201 7.2.1 **Grievance**

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

207 7.2.2 **Grievant**

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

210 7.2.3 **Working Day**

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

214 7.3 **Procedures for Grievance**

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

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

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

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

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

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

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

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

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

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

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

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

259 7.6 **Level 3 - Superintendent**

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

266 7.6.2 If requested, the conference shall be held and the
267 Superintendent shall communicate his/her decision to the unit
268 member within ten (10) working days of the appeal date. The
269 unit member may bring a Union representative to the
270 conference.

271 7.7 **Level 4 - Arbitration**

272 7.7.1 If the grievant is not satisfied with the decision at Level 3, or the
273 time limits expire without the issuance of the Superintendent's
274 written reply, the Union may, within ten (10) working days,
275 submit the grievance to arbitration. The parties to the arbitration
276 are the Union and the District. The notice of intent to arbitrate
277 shall be submitted in writing to the Superintendent and the
278 Assistant Superintendent of Personnel Services within ten (10)
279 working days of the Superintendent's Level 3 decision

280 7.7.2 **Optional Resolution Procedures**

281 Before the arbitrator is selected, the parties may mutually agree
282 to either of the options described in Section 7.6.2.1 or 7.6.2.2 to
283 attempt to resolve the grievance without need for the formal
284 arbitration provisions described in Section 7.6.3. Before
285 proceeding with either option, the parties will agree in writing
286 about the specific procedures they will follow under the option
287 selected, including, but not limited to the applicable timelines,
288 the extent to which the decision by the Grievance Resolution
289 Panel or Informal Arbitrator will be binding upon the parties, and
290 the procedure for moving the matter to formal arbitration under
291 Section 7.6.3, if the optional resolution procedures fail to resolve
292 the grievance.

293 7.7.2.1 **Option 1 - Grievance Resolution Panel**

294 7.7.2.1.1 The parties may mutually agree to
295 convene a joint Grievance Resolution
296 Panel consisting of two (2)
297 representatives selected by the Union
298 and two (2) representatives selected by
299 the District. The representatives to the
300 Grievance Resolution Panel shall not be
301 District employees. The cost, if any, for
302 these representatives will be borne
303 solely by the party appointing the
304 representative.

305 7.7.2.1.2 Within thirty (30) days after written
306 notice of submission to Level 4
307 (Arbitration) the Grievance Resolution

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

314 7.7.2.1.3 The Grievance Resolution Panel may,
315 by majority vote, recommend a
316 resolution of the grievance. If the Panel
317 is unable to reach a recommended
318 resolution, the appeal shall be
319 scheduled for arbitration as set forth in
320 the written agreement regarding
321 Optional Resolution Procedures
322 described in Section 7.6.2 above.

323 7.7.2.2 **Option 2 - Informal Arbitration**

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

333 7.8.3 **Formal Arbitration**

334 7.8.3.1 **Selection of the Arbitrator**

335 7.8.3.1.1 Within ten (10) working days after
336 written notice of submission to Level 4
337 (Arbitration), or within the alternate
338 timelines specified by the parties
339 pursuant to Section 7.6.2, the Union and
340 the Superintendent will agree on a
341 mutually acceptable arbitrator
342 competent in the area of the grievance
343 and will obtain a commitment from said
344 arbitrator serve.

345 7.8.3.1.2 If the parties do not reach agreement
346 regarding the selection of an arbitrator,
347 the parties will request that the
348 California State Conciliation Service or
349 the American Arbitration Association

- 350 supply a list of arbitrators. Thereafter,
351 the parties shall select the arbitrator
352 from the list by each party alternately
353 striking a name, until one name
354 remains. The party striking first shall be
355 determined by a flip of a coin.
- 356 7.8.3.1.3 The District and the grievant will share
357 equally the payment of the services and
358 expenses of the arbitrator.
- 359 7.8.3.1.4 At the request of either party, a certified
360 shorthand reporter shall be employed to
361 personally record verbatim the entire
362 hearing. The parties shall share equally
363 the cost of the reporter. If either party
364 desires a transcript, that party shall pay
365 the cost of the transcript.
- 366 7.8.3.2 **Functions Of The Arbitrator**
- 367 7.8.3.2.1 To hold a hearing concerning the
368 grievance.
- 369 7.8.3.3.1 To render a written decision to the
370 Union and the District.
- 371 7.8.3.3 **Powers and Limitations of the Arbitrator**
- 372 7.8.3.3.1 The arbitrator shall consider only those
373 issues which have been properly carried
374 through all prior steps of the Grievance
375 Procedure.
- 376 7.8.3.3.2 The arbitrator shall afford the District
377 and the Union , a reasonable
378 opportunity to present evidence,
379 witnesses, and arguments.
- 380 7.8.3.3.3 The jurisdiction of the arbitrator shall be
381 confined to a determination of the facts
382 and interpretation of the provisions of
383 this Agreement.
- 384 7.8.3.3.4 The arbitrator shall have no authority to
385 interpret any state or federal law when
386 the compliance or non-compliance
387 therewith might be involved in the

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

390 7.8.3.3.5 The arbitrator's decision shall be final
391 and binding, except that awards equal to
392 or greater than \$200,000 shall be
393 advisory decisions to the Board of
394 Trustees.

395 7.8.3.4 **Advisory Decision**

396 7.8.3.4.1 The Board of Trustees shall consider
397 the advisory decision of the arbitrator at
398 its next scheduled meeting. The Board
399 of Trustees, at its option, shall accept,
400 modify or reject the arbitrator's decision.
401 In the event the Board of Trustees takes
402 no action within ten (10) days of the
403 meeting, the decision of the arbitrator
404 shall be the decision of the Board of
405 Trustees. If the Board of Trustees
406 elects to modify or reject the decision of
407 the arbitrator, the grievant may request
408 a hearing for the next regular meeting of
409 the Board of Trustees.

410 7.8.3.4.2 The decision of the Board of Trustees
411 shall be binding to the extent that no
412 rights of the aggrieved to further legal
413 action are abrogated.

414 **ARTICLE 8: COMPENSATION AND BENEFITS**

415 8.1 **Salary**

416 **Salary Schedule Increase**

417 Effective January 1, 2014, the existing salary schedule (dated May 5,
418 2010) will be increased by 4%. This revised salary schedule shall be
419 attached to this Agreement as Appendix A.

420 **One-Time Lump Sum Payment**

421 The District shall pay each full-time bargaining unit member in active paid
422 status on the date the Governing Board approves this agreement a one-
423 time, lump sum, non-recurring payment equivalent to \$957. This amount
424 shall be pro-rated based on FTE for part-time unit members. This one-
425 time payment shall not be placed on the salary schedule. The District
426 shall have no obligation to make a similar one-time payment on any future
427 date.

428 8.2 **Health and Welfare Benefits**

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

432 8.2.1 **Medical Premiums**

433 For the 2013-2014 year, medical benefits will be provided by
434 participation in the CalPERS Health Benefits Program in
435 accordance with the Public Employees' Medical And Hospital
436 Care Act (PEMHCA). Unit members may choose any one of the
437 plans offered by CalPERS, and must comply with all applicable
438 rules and regulations of the CalPERS Health Benefits Program
439 and PEMHCA. The District shall make contributions toward
440 CalPERS medical premiums for unit members as described
441 below:

442 8.2.1.1 **District Basic Contribution For Medical Premiums**

443 PEMHCA (California Government Code Section
444 22892) requires the District to make minimum
445 contributions for both unit members and annuitants.
446 This minimum contribution is referred to in this Article
447 as the "District Basic Contribution." Effective January
448 1, 2014, the District Basic Contribution is \$119 per
449 month per eligible full-time unit member (four hours or
450 more) for an approved CalPERS health plan option.
451 The District Basic Contribution will increase thereafter

452 will as required by law. This District Basic
453 Contribution is required only to the extent that it is
454 mandated by law and only as long as the District
455 participates in the PEMHCA plan.

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

458 8.2.1.2.1 Beginning January 1, 2014, the District
459 will provide to each eligible full-time unit
460 member a supplemental monthly
461 contribution toward the costs of the
462 medical plans that when added to the
463 District Basic Contribution in Section
464 8.2.1.1 will not exceed the following
465 monthly amounts.

- 466 • For unit members enrolled in
467 employee only medical benefits
468 plans: \$585.
- 469 • For unit members enrolled in two-
470 party medical benefits plans:
471 \$1,145.
- 472 • For unit members enrolled in family
473 medical benefits plans: \$1,410.

474 This supplemental contribution is
475 referred to in this Article as the "District
476 Supplemental Contribution."

477 8.2.1.2.2 Notwithstanding Subsections 8.2.1.2.1
478 and 8.4.2, for each part-time unit
479 member working at least four hours per
480 day whose regular total part-time
481 assignment on June 1, 2010 was at
482 least four hours per day, the District will
483 continue to provide supplemental
484 monthly contributions toward the costs
485 of the medical plans that when added to
486 the District Basic Contribution in Section
487 8.2.1.1 will not exceed the greater of
488 \$1,075 per month or the applicable plan
489 cap listed in Section 8.2.1.2.1, pro-rated
490 pursuant to Section 8.4.2..

491 8.2.1.2.3 If both spouses are full-time unit
492 members, the total District contribution

493 (District Basic Contribution added to the
494 District Supplemental Contribution), to
495 medical premiums for both unit
496 members, shall not exceed \$1,385.

497 8.3 **Dental and Vision Premiums**

498 The District will pay the cost of the dental and vision insurance premiums,
499 up to the combined total of the Delta Dental composite rate and the Vision
500 Services composite rate for full-time employees. All eligible unit members
501 working at least 0.5 FTE are required to participate in dental and vision
502 programs.

503 8.4 **Part-Time Unit Members**

504 8.4.1 Unit members must work at least 0.50 FTE to participate in the
505 District's medical, dental, and vision programs, and to receive
506 District premium contributions.

507 8.4.2 The District's medical, dental, and vision premium contributions
508 for part-time unit members shall be prorated based on the ratio
509 of the time employed compared to a full-time unit member in the
510 same job classification.

511 8.4.3 Part-time unit members regularly assigned to work part-time for
512 at least four hours per day on June 1, 2010, shall be provided
513 medical, dental and vision benefits contributions equal to the
514 greater of (1) \$1075 per month for medical benefits plus fully
515 paid dental and vision benefits, or (2) medical, dental and vision
516 benefits contributions provided pursuant to Sections 8.2 and 8.3
517 pro-rated as specified in Section 8.4.2.

518 8.5 **Domestic Partners**

519 The District will provide health benefits for qualified domestic partners of
520 bargaining unit members to the same extent, and subject to the same
521 terms and conditions, as health benefits are available to dependents of
522 unit members under this Agreement. This coverage is conditioned upon
523 the domestic partner meeting all the criteria of California Family Code
524 Section 297, and upon the unit member presenting the District with proof
525 that a valid declaration of domestic partnership has been filed pursuant to
526 the above Family Code section or with any local agency registering
527 domestic partnership.

528 8.6 **Retiree Medical Benefits**

529 8.6.1 For retired unit members hired on or after July 1, 2007, the
530 District shall provide only the District Basic Contribution toward
531 medical premiums set forth in Section 8.2.1.1. This District

532 Basic Contribution shall be required only to the extent required
533 by law, and only as long as the District participates in the
534 PEMHCA plan.

535 8.6.2 For unit members hired before July 1, 2007, and retiring on or
536 after July 1, 2008, the District shall provide unit members
537 retiring at age 55 or older, fringe benefits premium contributions
538 according to the following schedule:

539 8.6.2.1 The District Basic Contribution required by Section
540 8.2.1.1 and Government Code Section 22892.

541 8.6.2.2 In addition to the District Basic Contribution, for retired
542 unit members with at least 15 and up to 20 years of
543 District service, the District shall provide an amount
544 for unit member coverage only that, when added to
545 the District Basic Contribution required by Section
546 8.2.1.1, will not exceed the Kaiser single party rate in
547 effect on the date the unit member's retirement
548 becomes effective. This rate cap shall be increased
549 by 5% on January 1 of the first year after the effective
550 date of the unit member's retirement, and shall be
551 increased by an additional 5% on January 1, of the
552 second year after the effective date of the unit
553 member's retirement.

554 8.6.2.3 In addition to the District Basic Contribution, for retired
555 unit members with at least 20 and up to 30 years of
556 District service, the District shall provide dental and
557 vision coverage and an amount for unit member only
558 medical coverage that, when added to the District
559 Basic Contribution required by Section 8.2.1.1, will not
560 exceed the Kaiser single party rate in effect on the
561 date the unit member's retirement becomes effective.
562 This rate cap shall be increased by 5% on January 1
563 of the first year after the effective date of the unit
564 member's retirement, and shall be increased by an
565 additional 5% on January 1 of the second year after
566 the effective date of the unit member's retirement.

567 8.6.2.4 In addition to the District Basic Contribution, for retired
568 unit members with 30 years or more of District
569 service, the District shall provide premiums for unit
570 members only dental and vision coverage and an
571 amount for unit member only medical coverage that,
572 when added to the District Basic Contribution required
573 by Section 8.2.1.1, will not exceed a dollar amount

- 574 equal to the Kaiser two-party rate, in effect on the
575 date the unit member's retirement becomes effective.
- 576 8.6.4 For unit members hired before July 1, 2007, and retiring before
577 July 1, 2008, the District shall provide unit members retiring at
578 the age of 55 or older, fringe benefits premium contributions
579 according to the following schedule:
- 580 8.6.4.1 The District Basic Contribution required by Section
581 8.2.1.1 and Government Code Section 22892.
- 582 8.6.4.2 In addition to the District Basic Contribution, for retired
583 unit members with at least 15 and up to 20 years of
584 District service, the District shall provide an amount
585 for unit member coverage only that, when added to
586 the District Basic Contribution required by Section
587 8.2.1.1, will not exceed the Kaiser single party rate.
- 588 8.6.4.3 In addition to the District Basic Contribution, for retired
589 unit members with at least 20 and up to 30 years of
590 District service, the District shall provide premiums for
591 dental and vision coverage and an amount for unit
592 member only medical coverage that, when added to
593 the District Basic Contribution required by Section
594 8.2.1.1, will not exceed the Kaiser single party rate.
- 595 8.6.4.4 In addition to the District Basic Contribution for retired
596 unit members with 30 or more years of District
597 service, the District shall provide premiums for dental
598 and vision coverage and an amount for the retiree
599 and spouse or domestic partner coverage that, when
600 added to the District Basic Contribution required by
601 Section 8.2.1.1, will not exceed the Kaiser two-party
602 rate.
- 603 8.6.5 The years of service described in Sections 8.5.3 and 8.5.4 must
604 be as a unit member in the Berryessa Union School District.
- 605 8.6.6 The payment of any premiums required under the provisions of
606 Section 8.5 will continue until the unit member-retiree is eligible
607 for Medicare or reaches the age of 65, whichever event occurs
608 first. When the unit member retiree is eligible for Medicare or
609 reaches the age of 65 (whichever occurs first), the unit member-
610 retiree shall be eligible only for the District Basic Contribution as
611 required by Section 8.2.1.1 and Government Code Section
612 22892, and only to the extent that such contribution is required
613 by law.

614 8.6.7 To be eligible for retiree medical benefits under this Section 8.5,
615 the unit member must have been on paid status in the District or
616 on approved leave at the time of retirement and comply with all
617 applicable rules and requirements for eligibility and participation
618 in retiree medical benefits through CalPERS, including, but not
619 limited to the requirement that the unit member retire under
620 CalPERS, and that the unit member must have been enrolled in
621 a CalPERS health plan as an active employee at the time of
622 retirement.

623 8.6.8 In lieu of any fringe benefits for those qualifying, a unit member
624 with 20 or more years of Berryessa Union School District
625 service may elect to receive a one-time payment calculated on
626 \$500 per each year of District service, up to a maximum of
627 \$15,000.

628 8.7 **Longevity**

629 8.7.1 Employees hired prior to the start of the 1976-77 fiscal year
630 shall be given longevity service credit toward longevity bonus for
631 less than four (4) hours a day service achieved prior to the
632 1976-77 fiscal year.

633 8.7.2 For periods worked subsequent to the start of the 1976-77 fiscal
634 year, employees shall be given longevity service credit only for
635 service of four (4) hours per day or more and at least 75% of the
636 total work year.

637 8.7.3 Eligible unit members (4 hours or more) will receive longevity
638 steps on July 1 as follows:

639	Beginning of the 7 th consecutive year	4% increase in base salary
640	Beginning of the 12 th consecutive year	7% increase in base salary
641	Beginning of the 17 th consecutive year	10% increase in base salary
642	Beginning of the 21 st consecutive year	13% increase in base salary

643 8.7.4 Employees with breaks in service shall be eligible to have all
644 years worked (as defined in Sections 8.7.1 and 8.7.2) counted
645 for longevity, effective November 1, 2001.

646 8.8 **Step Increases**

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

649 8.9 **Professional Growth**

650 8.9.1 **Establishment of Professional Growth Committee**

651 The President of the majority classified organization shall
652 appoint a Professional Growth Chairperson for a one-(1) year
653 term. Three (3) committee members shall be chosen by the
654 affected units (CSEA, Teamsters, and Classified Confidential
655 Management Team). It shall be up to the units to decide on
656 their selection process, with one (1) administrative staff
657 member, the Superintendent or designee, for a total of five (5)
658 members.

659 8.9.2 **Duties of the Committee**

660 Committee members will approve/disapprove requests for
661 Professional Growth, for their respective bargaining units. The
662 Committee will review all Professional Growth applications
663 monthly. The committee will assist the District in preparing
664 goals for the Professional Growth Program, investigate
665 inside/outside resources for the Professional Growth Program
666 and increase awareness of the program among employees.

667 8.9.3 **Professional Growth Requirements**

668 Professional Growth increments will be awarded per Union
669 Contracts or in accordance with District policy for
670 Confidential/Management Employees. Professional Growth
671 increments may be earned by completing nine (9) units of work
672 in junior college, university or state colleges and Adult
673 Education (including seminars, trade classes and workshops),
674 Professional Growth Increments will be paid at \$250 per
675 increment paid in a lump sum on November 30. All unit
676 members shall be eligible to participate in the Professional
677 Growth program.

678 8.9.4 **Unit Evaluation Requirements**

679 8.9.4.1 All units approved and earned, must be job related
680 and/or a course that provides a direct benefit to the
681 District. Credit may be granted only for courses
682 completed beginning after employment with the
683 Berryessa Union School District. Courses submitted
684 for credit must be approved by the appropriate
685 Professional Growth Committee Member or by the
686 Professional Growth Chairperson should the member
687 not be available. Courses submitted for credit must
688 be approved prior to beginning classes.

689 8.9.4.2 One (1) unit (or one semester) normally represents
690 one (1) hour per week during one (1) semester in
691 lecture or recitation work with necessary preparation
692 time, or three (3) hours per week in laboratory or
693 other work not requiring homework or other
694 preparation.

695 8.9.4.3 Credit for classes in adult education or other
696 approved education experience (including seminars,
697 trade classes, and workshops) will be granted as
698 follows:

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

699 8.9.4.4 Credit for adult education courses, seminars, trade
700 classes, and/or workshops that are less than five
701 hours in length may be combined in order to earn
702 professional growth units and increments.

703 8.9.4.5 In order to receive credit for the course, all employees
704 taking courses in adult education must obtain a
705 satisfactory grade and follow the attendance schedule
706 (see absences permitted). Courses may only be
707 repeated if the employee fails the course. Credit for
708 District units may be carried into the succeeding
709 school year.

710 8.9.5 **Procedures**

711 8.9.5.1 Get Professional Growth form from the office of
712 Personnel Services. Fill out completely. Obtain
713 supervisor's approval signature.

714 8.9.5.2 After approval/disapproval, the committee member
715 will forward to the Assistant Superintendent of
716 Personnel Services for counter signature. After the
717 Assistant Superintendent of Personnel Services
718 approves/disapproves, the form will be forwarded to

719 the Professional Growth Committee Chairperson for
720 committee review.

721 8.9.5.3 It is the responsibility of the classified employee to
722 apply for Professional Growth Credit and verify
723 completion of course work with Personnel Services.
724 An official transcript, verified grade card, instructor's
725 signed statement, or signed certificate of completion
726 covering work completed must be submitted and on
727 file in Personnel Services within 3 months of
728 completing the class.

729 8.9.6 **Denial of Request for Professional Growth**

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

734 8.9.6.1 The Assistant Superintendent of Personnel Services.
735 Should the denial stand, the Assistant Superintendent
736 of Personnel Services shall notify the Professional
737 Growth Committee Chairperson. The denial will be
738 reviewed at the next meeting of the committee, which
739 may overturn the decision or uphold it.

740 8.9.6.2 If the denial is upheld, the employee should file a
741 grievance.

742 8.10 **Public Employee's Retirement System (PERS) Payments For Unit**
743 **Members Employed By The District Before January 1, 2013 And**
744 **"Classic" PERS Members**

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

750 Pursuant to Government Code Section 7522.04(f), effective January 1,
751 2013, the District shall not pay any required member contributions for unit
752 members employed by the District on or after January 1, 2013 who are
753 "new members" as defined by law and any related CalPERS rules and
754 regulations.

755 8.11 **Private Disability**

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

758 **ARTICLE 9: PROBATION AND EVALUATION**

759 9.1 **Newly Hired Unit Member And Lateral Transfers**

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

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

766 9.2 **Permanent Unit Members**

767 Permanent unit members shall be evaluated every other year by June 1,
768 and may be evaluated yearly at the evaluator's discretion. Permanent unit
769 members laterally transferred must be evaluated by their new supervisor
770 during the first year of reassignment by June 1. Copies of the written
771 evaluation reports will be made available to the individuals who are the
772 subjects of the reports.

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

779 9.3 **Promoted Unit Members**

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

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

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

789 **ARTICLE 10: TRANSFERS AND ADVANCEMENT**

790 10.1 **Filing Vacancies**

791 In the event a vacancy becomes available in the District, the order for
792 filling vacancy shall be determined as set forth in section 10.1.1 and
793 10.1.3.

794 10.1.1 **Current Bargaining Unit Members**

795 Seniority = hire date into the District

796 The selection criteria shall be training, skills, and previous
797 experience. If training skills and previous experience are equal,
798 seniority will be the determining factor.

799 Current bargaining unit members shall be considered before
800 outside applicants are considered.

801 10.1.2 **Posting of Vacancies**

802 The vacancy will be posted for a minimum of six (6) working
803 days. All vacancies will be posted at each District job site. The
804 vacancy notice shall include: the job title, brief description of
805 duties, the assigned work site (and any notice of preliminary
806 location within the assigned site), the number of hours per
807 week, the salary range, the date of the posting, the closing date
808 for applications, and a statement of the selection criteria. A job
809 description shall be provided by Personnel Services upon
810 Request.

811 Any unit member interested in a vacant position must apply for
812 the vacancy. Personnel Services shall send a job posting to the
813 Chief Steward and the steward for the classification of the
814 posting. The steward will have to the end of the posting period
815 to submit to Personnel Services any additional information for
816 use in the screening of candidates.

817 10.1.3 **Outside Candidates**

818 Supervisors shall receive applications from current unit
819 members first. If all applications from current unit members are
820 rejected, Personnel Services will consider outside candidates.

821 10.2 **Failure To Complete Promotional Probation**

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

826 10.3 **Administrative Transfer**

827 10.3.1 **Definition**

828 An administrative transfer is a District-initiated movement of an
829 employee from one work site to another work site within the
830 same classification or within the same salary range that is non-
831 promotional in nature.

832 10.3.2 **Transfer**

833 An administrative transfer may be initiated by the District at any
834 time such transfer is in the District's best interest based on
835 work-related needs. The unit member affected by such transfer
836 and the Union shall be given notice as soon as possible. The
837 unit member shall be afforded the opportunity to meet with the
838 District regarding the transfer.

839 10.3.3 **Accommodation For Disability**

840 The District may also administratively transfer a unit member or
841 unit members, if the transfer is necessary to accommodate an
842 individual with a qualified disability under the Americans with
843 Disabilities Act or the parallel California statute. This provision
844 is not grievable.

845 10.3.4 **District Reorganization**

846 The District shall consult with the Union in advance of
847 implementing any reorganization that may cause the transfer of
848 unit members.

849 10.4 **Substitute Service While Filling Vacancy**

850 If the District is engaged in the process of hiring a permanent employee to
851 fill a vacancy in any unit position, the District may fill the vacancy through
852 the employment of one or more substitutes for not more than sixty (60)
853 calendar days. If the position remains unfilled after sixty (60) calendar
854 days, the District shall consult with the Union concerning the difficulties in
855 the filling of the position. The Union may grant an extension for an
856 additional thirty (30) work days.

857 10.5 **Part-Time Unit Members Working As Substitutes**

858 10.5.1 Part-time unit members may act as substitutes or may assume
859 short-term positions in those hours that they are not regularly
860 employed. To be considered, the unit member must place
861 his/her name on a District list, the unit member must be
862 qualified, and the extra work may be assigned without
863 administrative difficulties.

864 10.5.2 The unit member's status in these positions remains short term
865 or that of a substitute. The unit member does not accrue
866 seniority or gain hours for benefit eligibility. The pay rate will be
867 in accordance with the rate applicable to the classification in
868 which the unit member is serving as a substitute.

869 10.6 **Promotional Pay**

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

873 **ARTICLE 11: LEAVE PROVISIONS**

874 11.1 **Release Time**

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

880 11.2 **Sick Leave**

881 11.2.1 An employee who is absent for any reason must report by
882 telephone to the employee's department head on the first day of
883 such absence, unless prior approval has been obtained. Failure
884 to report an absence is considered a serious offense and
885 continual failure to submit such a report will be considered
886 grounds for dismissal.

887 11.2.2 Whenever illness/disability causes absence of five or more
888 consecutive days, the employee shall provide to the Assistant
889 Superintendent of Personnel Services a written statement from
890 a physician certifying the nature of the disability. The
891 physician's statement shall be specific as to health condition
892 and as to the disabling effects of the health condition. At
893 reasonable intervals thereafter, the District may require from the
894 employee additional written statements by a physician certifying
895 to the continuing nature for the disability.

896 11.2.3 In the event of a scheduled disability (surgery, childbirth, etc.)
897 the employee shall notify Personnel Services in writing of the
898 anticipated absence. Such notification shall include the
899 anticipated beginning and ending dates of the leave.

900 11.2.4 Whenever possible, such notification shall be provided at least
901 twenty (20) working days prior to the scheduled disability.

902 11.2.5 Definition: Sick Leave is defined as the authorized absence
903 from duty of an employee because of:

904 11.2.5.1 The employee's own illness or injury not covered by
905 Worker's Compensation

906 11.2.5.2 The employee's dental, eye and other physical or
907 medical examination or treatment by a licensed
908 practitioner.