

# **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.

## **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 education 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 right to hire, classify, assign, evaluate promote, terminate, 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: UNION RIGHTS**

- 3.1 TEAMSTERS LOCAL UNION 150, business and activities will be conducted by unit members or Union officials outside established work hours as defined and will be conducted in places other than District property, except when:
- 3.1.1 An authorized Union 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 use of facilities will not interfere with the school programs and/or duties of unit members as defined.
- 3.1.3 The Union pays a reasonable fee for expenses related to any unusual wear or damage and is subject to District policies and regulations for the use of facilities.
- 3.2 The Union may use the school 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 the Union 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 the posting or distribution.
- 3.2.3 The Union will not post or distribute information that violates Education Code Section 7054, or is obscene or defamatory, subject to the immediate removal by the District of the right to post or to distribute for a period of at least six months.
- 3.3 Any unit member who is a member of the Teamsters Local Union 150, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of membership dues, initiation fees and general assessments in the Union. Pursuant to such authorization, the District shall deduct the prescribed dues on a monthly basis.
- 3.4 Any unit member who is not a member of the Teamsters Union, Local 150, or who does not make application for membership within thirty (30) days from the effective date of this Agreement, or within thirty (30) days from the date of the commencement of assigned duties within the bargaining unit, shall become a member of the Union or pay to the Union a service fee as determined by the Union, payable to the Union in one lump sum cash payment in the same manner as required for the payment of



membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided above. The amount of the service fee shall not exceed membership dues and shall be established pursuant to the requirements of law, including, but not limited to California Government Code Section 3546 and California Code of Regulations, title 8, Sections 32990-32997. In the event that a member shall not pay such a fee directly to the Union, or authorize payment through payroll deduction as provided in Article 3, the Union shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in state laws and regulations and in the same manner as set forth in Article 3. The Union shall pay the additional costs, if any, for mandatory agency fee deductions.

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

- United Way of Santa Clara County,
- Red Cross, or
- Berryessa Education Foundation

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

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

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

3.6 With respect to all sums deducted by the District pursuant to the above, whether for membership dues or service fees, the District agrees to

113 authorize the County to remit such monies to the Union. The District shall  
114 provide an alphabetical list of unit members to the Union on a monthly  
115 basis and indicate for whom such deductions are being made,  
116 categorizing them as to membership or non-membership in the Union, and  
117 indicating any changes in personnel from the list previously furnished.  
118 The Union agrees to furnish any information needed by the District to fulfill  
119 the provisions of this Article.

120 3.7 The Union shall provide all required notices and comply with all applicable  
121 provisions of law related to membership dues and the payment of service  
122 fees, including any applicable objection procedures. These procedures  
123 include, but are not limited to those set forth in California Government  
124 Code Section 3546, and California Code of Regulations, title 8, Sections  
125 32990-32997, and established by the courts.

126  
127 3.8 The Union shall indemnify and hold harmless the District and its Board  
128 individually and collectively, from any legal costs and damages arising  
129 from claims, demands or liability by reason of litigation arising from this  
130 Article, provided that this obligation applies to litigation brought by third  
131 parties and not to disputes between the Union and the District over the  
132 interpretation or application of this Article. International Brotherhood of  
133 Teamsters shall have the exclusive right to decide and determine whether  
134 any action or proceeding referred to in this Article shall or shall not be  
135 compromised, settled, dismissed or appealed.

136 3.9 The District shall send the Union at its Sacramento Office, a list of the  
137 employees hired, terminated or retired during the preceding month. On  
138 June 1 and December 1 of each year, the District shall send the Union a  
139 list of all employees in the bargaining unit, with job classification and  
140 addresses on file with the District. The District shall inform all new  
141 employees how to access this Agreement online and will provide twenty  
142 (20) copies of the Agreement to the Chief Steward.

143 **ARTICLE 4: EMPLOYEE RIGHTS**

- 144 4.1 Neither the District nor Union shall interfere with, intimidate, restrain,  
145 coerce, discriminate, or harass any employee because of the exercising of  
146 his/her rights to engage or not engage in Union activities. Prior to the  
147 implementation of changes in his/her position description or job duties, a  
148 bargaining unit member has the right to notice of, and to discuss such  
149 changes, with the department manager.
- 150 4.2 An employee shall have the right to representation at any meeting with the  
151 employee's supervisor when the employee has a reasonable belief that  
152 disciplinary action may result from such meeting.
- 153 4.3 An employee shall be permitted to meet with a shop steward or Union  
154 representative during the employee's and shop steward's work times.
- 155 4.4 If the site supervisor gives prior approval, an employee may discuss terms  
156 and conditions of employment under this contract with their shop steward  
157 so long as the shop steward is on non-work time and the employee  
158 continues to satisfactorily perform his/her job assignment. If approval is  
159 not granted, an alternate time will be established.

## **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 the Union 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 The Union recognizes the duty and obligation 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 the Union, the Union 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 the Union, the District is entitled to whatever appropriate legal action is available to the District.

## **ARTICLE 6: UNION RELEASE TIME**

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

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

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

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

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

## **ARTICLE 7: GRIEVANCE**

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

### **7.2 Definitions**

#### **7.2.1 Grievance**

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

#### **7.2.2 Grievant**

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

#### **7.2.3 Working Day**

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

### **7.3 Procedures for Grievance**

7.3.1 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.

7.3.2 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 grievances will be conducted in District facilities.

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

240 7.4 **Level 1 - Immediate Supervisory Administrator**

241 7.4.1 Within ten (10) working days after grievant knew, or by  
242 reasonable diligence could have known, of the condition upon  
243 which the grievance is based, the grievant may present his/her  
244 grievance in writing, on a form to be provided by the District, to  
245 the administrator with immediate administrative responsibilities  
246 for the position to which the grievant is assigned. A copy of the  
247 grievance shall also be provided to the Assistant Superintendent  
248 of Human Resources.

249 7.4.2 The statement of grievance shall be a clear, concise statement  
250 of the circumstances on which the grievance is based, the  
251 people involved, and the remedy sought.

252 7.4.3 Either party to the grievance shall have the right to request a  
253 personal conference with the other party.

254 7.4.4 The immediate supervisor shall communicate his/her decision to  
255 the employee in writing within ten (10) working days after  
256 receiving the grievance.

257 7.5 **Level 2 - District Level Administrator**

258 7.5.1 A unit member may appeal, in writing, the decision from Level 1  
259 to the Assistant Superintendent of Human Resources within ten  
260 (10) working days after receiving it.

261 7.5.2 This statement shall be a clear, concise statement of the  
262 grievance; the circumstances on which the grievance is based;  
263 the people involved, and the remedy sought; an outline of  
264 actions taken to adjust the complaint; and the reasons for the  
265 appeal from the decision.

266 7.5.3 The Assistant Superintendent of Human Resources shall confer  
267 with the unit member and communicate his/her decision to the  
268 grievant in writing, within ten (10) working days of the appeal  
269 date.

270 7.6 **Level 3 - Superintendent**

271 7.6.1 The unit member may appeal the decision from Level 2 to the  
272 Superintendent within ten (10) working days after receiving it  
273 and may request a conference with the Superintendent. A copy  
274 of the appeal shall be furnished to the Assistant Superintendent  
275 of Human Resources who shall forward the grievance appeal to  
276 the Superintendent.

277           7.6.2       If requested, the conference shall be held and the  
278                    Superintendent shall communicate his/her decision to the unit  
279                    member within ten (10) working days of the appeal date. The  
280                    unit member may bring a Union representative to the  
281                    conference.

282       7.7       **Level 4 - Arbitration**

283           7.7.1       If the grievant is not satisfied with the decision at Level 3, or the  
284                    time limits expire without the issuance of the Superintendent's  
285                    written reply, the Union may, within ten (10) working days,  
286                    submit the grievance to arbitration. The parties to the arbitration  
287                    are the Union and the District. The notice of intent to arbitrate  
288                    shall be submitted in writing to the Superintendent and the  
289                    Assistant Superintendent of Human Resources within ten (10)  
290                    working days of the Superintendent's Level 3 decision

291           7.7.2       **Optional Resolution Procedures**

292                    Before the arbitrator is selected, the parties may mutually agree  
293                    to either of the options described in Section 7.6.2.1 or 7.6.2.2 to  
294                    attempt to resolve the grievance without need for the formal  
295                    arbitration provisions described in Section 7.6.3. Before  
296                    proceeding with either option, the parties will agree in writing  
297                    about the specific procedures they will follow under the option  
298                    selected, including, but not limited to the applicable timelines,  
299                    the extent to which the decision by the Grievance Resolution  
300                    Panel or Informal Arbitrator will be binding upon the parties, and  
301                    the procedure for moving the matter to formal arbitration under  
302                    Section 7.6.3, if the optional resolution procedures fail to resolve  
303                    the grievance.

304           7.7.2.1       **Option 1 - Grievance Resolution Panel**

305                    7.7.2.1.1       The parties may mutually agree to  
306                                    convene a joint Grievance Resolution  
307                                    Panel consisting of two (2)  
308                                    representatives selected by the Union  
309                                    and two (2) representatives selected by  
310                                    the District. The representatives to the  
311                                    Grievance Resolution Panel shall not be  
312                                    District employees. The cost, if any, for  
313                                    these representatives will be borne  
314                                    solely by the party appointing the  
315                                    representative.

316                    7.7.2.1.2       Within thirty (30) days after written  
317                                    notice of submission to Level 4  
318                                    (Arbitration) the Grievance Resolution



319 Panel will convene to hear from the  
320 District and the Union regarding their  
321 respective positions regarding the  
322 grievance appeal. The Panel shall  
323 conduct any investigation into the merits  
324 of the matter that it deems appropriate.

325 7.7.2.1.3 The Grievance Resolution Panel may,  
326 by majority vote, recommend a  
327 resolution of the grievance. If the Panel  
328 is unable to reach a recommended  
329 resolution, the appeal shall be  
330 scheduled for arbitration as set forth in  
331 the written agreement regarding  
332 Optional Resolution Procedures  
333 described in Section 7.6.2 above.

334 7.7.2.2 **Option 2 - Informal Arbitration**

335 The parties may mutually agree to proceed with an  
336 informal arbitration. In an informal arbitration, the  
337 arbitrator selected by the parties will be requested to  
338 hear the matter without a reporter and issue a bench  
339 decision without the submission of briefs or lengthy  
340 deliberations. If the parties mutually agree to use  
341 informal arbitration, they shall mutually agree upon an  
342 arbitrator, within ten (10) working days after written  
343 notice of submission to Level 4 (Arbitration).

344 7.8.3 **Formal Arbitration**

345 7.8.3.1 **Selection of the Arbitrator**

346 7.8.3.1.1 Within ten (10) working days after  
347 written notice of submission to Level 4  
348 (Arbitration), or within the alternate  
349 timelines specified by the parties  
350 pursuant to Section 7.6.2, the Union and  
351 the Superintendent will agree on a  
352 mutually acceptable arbitrator  
353 competent in the area of the grievance  
354 and will obtain a commitment from said  
355 arbitrator serve.

356 7.8.3.1.2 If the parties do not reach agreement  
357 regarding the selection of an arbitrator,  
358 the parties will request that the  
359 California State Conciliation Service or  
360 the American Arbitration Association

361 supply a list of arbitrators. Thereafter,  
362 the parties shall select the arbitrator  
363 from the list by each party alternately  
364 striking a name, until one name  
365 remains. The party striking first shall be  
366 determined by a flip of a coin.

367 7.8.3.1.3 The District and the grievant will share  
368 equally the payment of the services and  
369 expenses of the arbitrator.

370 7.8.3.1.4 At the request of either party, a certified  
371 shorthand reporter shall be employed to  
372 personally record verbatim the entire  
373 hearing. The parties shall share equally  
374 the cost of the reporter. If either party  
375 desires a transcript, that party shall pay  
376 the cost of the transcript.

377 7.8.3.2 **Functions Of The Arbitrator**

378 7.8.3.2.1 To hold a hearing concerning the  
379 grievance.

380 7.8.3.3.1 To render a written decision to the  
381 Union and the District.

382 7.8.3.3 **Powers and Limitations of the Arbitrator**

383 7.8.3.3.1 The arbitrator shall consider only those  
384 issues which have been properly carried  
385 through all prior steps of the Grievance  
386 Procedure.

387 7.8.3.3.2 The arbitrator shall afford the District  
388 and the Union , a reasonable  
389 opportunity to present evidence,  
390 witnesses, and arguments.

391 7.8.3.3.3 The jurisdiction of the arbitrator shall be  
392 confined to a determination of the facts  
393 and interpretation of the provisions of  
394 this Agreement.

395 7.8.3.3.4 The arbitrator shall have no authority to  
396 interpret any state or federal law when  
397 the compliance or non-compliance  
398 therewith might be involved in the

399 consideration of the grievance or to  
400 award punitive damages.

401 7.8.3.3.5 The arbitrator's decision shall be final  
402 and binding, except that awards equal to  
403 or greater than \$200,000 shall be  
404 advisory decisions to the Board of  
405 Trustees.

406 7.8.3.4 **Advisory Decision**

407 7.8.3.4.1 The Board of Trustees shall consider  
408 the advisory decision of the arbitrator at  
409 its next scheduled meeting. The Board  
410 of Trustees, at its option, shall accept,  
411 modify or reject the arbitrator's decision.  
412 In the event the Board of Trustees takes  
413 no action within ten (10) days of the  
414 meeting, the decision of the arbitrator  
415 shall be the decision of the Board of  
416 Trustees. If the Board of Trustees  
417 elects to modify or reject the decision of  
418 the arbitrator, the grievant may request  
419 a hearing for the next regular meeting of  
420 the Board of Trustees.

421 7.8.3.4.2 The decision of the Board of Trustees  
422 shall be binding to the extent that no  
423 rights of the aggrieved to further legal  
424 action are abrogated.

## **ARTICLE 8: COMPENSATION AND BENEFITS**

### **8.1 Salary**

#### **2013-2014 Salary Schedule Increase**

Effective January 1, 2014, the existing salary schedule (dated May 5, 2010) will be increased by 4.0%. This revised salary schedule shall be attached to this Agreement as Appendix A-1.

#### **2013-2014 One-Time Lump Sum Payment**

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

#### **2014-2015 Salary Schedule Increase**

Effective July 1, 2014, the 2013-2014 salary schedule will be increased by 5.5%. This revised salary schedule shall be attached to this Agreement as Appendix A-2.

### **8.2 Health and Welfare Benefits**

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

#### **8.2.1 Medical Premiums**

For the 2013-2014 year, medical benefits will be provided by participation in the CalPERS Health Benefits Program in accordance with 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:

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

PEMHCA (California Government Code Section 22892) requires the District to make minimum contributions for both unit members and annuitants.

This minimum contribution is referred to in this Article as the "District Basic Contribution." Effective January 1, 2014, the District Basic Contribution is \$119 per month per eligible full-time unit member (four hours or more) for an approved CalPERS health plan option. The District Basic Contribution will increase thereafter will as required by law. This District Basic Contribution is required only to the extent that it is mandated by law and only as long as the District participates in the PEMHCA plan.

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

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

- For unit members enrolled in employee only medical benefits plans: \$585.
- For unit members enrolled in two-party medical benefits plans: \$1,145.
- For unit members enrolled in family medical benefits plans: \$1,410.

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

8.2.1.2.2 Notwithstanding Subsections 8.2.1.2.1 and 8.4.2, for each part-time unit member working at least four hours per day whose regular total part-time assignment on June 1, 2010 was at least four hours per day, the District will continue to provide supplemental monthly contributions toward the costs of the medical plans that when added to the District Basic Contribution in Section 8.2.1.1 will not exceed the greater of

504 \$1,075 per month or the applicable plan  
505 cap listed in Section 8.2.1.2.1, pro-rated  
506 pursuant to Section 8.4.2.

507 8.2.1.2.3 If both spouses are full-time unit  
508 members, the total District contribution  
509 (District Basic Contribution added to the  
510 District Supplemental Contribution), to  
511 medical premiums for both unit  
512 members, shall not exceed \$1,385.

513 8.3 **Dental and Vision Premiums**

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

519 8.4 **Part-Time Unit Members**

520 8.4.1 Unit members must work at least 0.50 FTE to participate in the  
521 District's medical, dental, and vision programs, and to receive  
522 District premium contributions.

523 8.4.2 The District's medical, dental, and vision premium contributions  
524 for part-time unit members shall be prorated based on the ratio  
525 of the time employed compared to a full-time unit member in the  
526 same job classification.

527 8.4.3 Part-time unit members regularly assigned to work part-time for  
528 at least four hours per day on June 1, 2010, shall be provided  
529 medical, dental and vision benefits contributions equal to the  
530 greater of (1) \$1075 per month for medical benefits plus fully  
531 paid dental and vision benefits, or (2) medical, dental and vision  
532 benefits contributions provided pursuant to Sections 8.2 and 8.3  
533 pro-rated as specified in Section 8.4.2.

534 8.5 **Domestic Partners**

535 The District will provide health benefits for qualified domestic partners of  
536 bargaining unit members to the same extent, and subject to the same  
537 terms and conditions, as health benefits are available to dependents of  
538 unit members under this Agreement. This coverage is conditioned upon  
539 the domestic partner meeting all the criteria of California Family Code  
540 Section 297, and upon the unit member presenting the District with proof  
541 that a valid declaration of domestic partnership has been filed pursuant to  
542 the above Family Code section or with any local agency registering  
543 domestic partnership.

544     **8.6     Retiree Medical Benefits**

545             8.6.1     For retired unit members hired on or after July 1, 2007, the  
546                     District shall provide only the District Basic Contribution toward  
547                     medical premiums set forth in Section 8.2.1.1. This District  
548                     Basic Contribution shall be required only to the extent required  
549                     by law, and only as long as the District participates in the  
550                     PEMHCA plan.

551             8.6.2     For unit members hired before July 1, 2007, and retiring on or  
552                     after July 1, 2008, the District shall provide unit members  
553                     retiring at age 55 or older, fringe benefits premium contributions  
554                     according to the following schedule:

555                     8.6.2.1     The District Basic Contribution required by Section  
556                                     8.2.1.1 and Government Code Section 22892.

557                     8.6.2.2     In addition to the District Basic Contribution, for retired  
558                                     unit members with at least 15 and up to 20 years of  
559                                     District service, the District shall provide an amount  
560                                     for unit member coverage only that, when added to  
561                                     the District Basic Contribution required by Section  
562                                     8.2.1.1, will not exceed the Kaiser single party rate in  
563                                     effect on the date the unit member's retirement  
564                                     becomes effective. This rate cap shall be increased  
565                                     by 5% on January 1 of the first year after the effective  
566                                     date of the unit member's retirement, and shall be  
567                                     increased by an additional 5% on January 1, of the  
568                                     second year after the effective date of the unit  
569                                     member's retirement.

570                     8.6.2.3     In addition to the District Basic Contribution, for retired  
571                                     unit members with at least 20 and up to 30 years of  
572                                     District service, the District shall provide dental and  
573                                     vision coverage and an amount for unit member only  
574                                     medical coverage that, when added to the District  
575                                     Basic Contribution required by Section 8.2.1.1, will not  
576                                     exceed the Kaiser single party rate in effect on the  
577                                     date the unit member's retirement becomes effective.  
578                                     This rate cap shall be increased by 5% on January 1  
579                                     of the first year after the effective date of the unit  
580                                     member's retirement, and shall be increased by an  
581                                     additional 5% on January 1 of the second year after  
582                                     the effective date of the unit member's retirement.

583                     8.6.2.4     In addition to the District Basic Contribution, for retired  
584                                     unit members with 30 years or more of District  
585                                     service, the District shall provide premiums for unit  
586                                     members only dental and vision coverage and an

587 amount for unit member only medical coverage that,  
588 when added to the District Basic Contribution required  
589 by Section 8.2.1.1, will not exceed a dollar amount  
590 equal to the Kaiser two-party rate, in effect on the  
591 date the unit member's retirement becomes effective.

592 8.6.4 For unit members hired before July 1, 2007, and retiring before  
593 July 1, 2008, the District shall provide unit members retiring at  
594 the age of 55 or older, fringe benefits premium contributions  
595 according to the following schedule:

596 8.6.4.1 The District Basic Contribution required by Section  
597 8.2.1.1 and Government Code Section 22892.

598 8.6.4.2 In addition to the District Basic Contribution, for retired  
599 unit members with at least 15 and up to 20 years of  
600 District service, the District shall provide an amount  
601 for unit member coverage only that, when added to  
602 the District Basic Contribution required by Section  
603 8.2.1.1, will not exceed the Kaiser single party rate.

604 8.6.4.3 In addition to the District Basic Contribution, for retired  
605 unit members with at least 20 and up to 30 years of  
606 District service, the District shall provide premiums for  
607 dental and vision coverage and an amount for unit  
608 member only medical coverage that, when added to  
609 the District Basic Contribution required by Section  
610 8.2.1.1, will not exceed the Kaiser single party rate.

611 8.6.4.4 In addition to the District Basic Contribution for retired  
612 unit members with 30 or more years of District  
613 service, the District shall provide premiums for dental  
614 and vision coverage and an amount for the retiree  
615 and spouse or domestic partner coverage that, when  
616 added to the District Basic Contribution required by  
617 Section 8.2.1.1, will not exceed the Kaiser two-party  
618 rate.

619 8.6.5 The years of service described in Sections 8.5.3 and 8.5.4 must  
620 be as a unit member in the Berryessa Union School District.

621 8.6.6 The payment of any premiums required under the provisions of  
622 Section 8.5 will continue until the unit member retiree is eligible  
623 for Medicare or reaches the age of 65, whichever event occurs  
624 first. When the unit member retiree is eligible for Medicare or  
625 reaches the age of 65 (whichever occurs first), the unit member  
626 retiree shall be eligible only for the District Basic Contribution as  
627 required by Section 8.2.1.1 and Government Code Section



- 628 22892, and only to the extent that such contribution is required  
629 by law.
- 630 8.6.7 To be eligible for retiree medical benefits under this Section 8.5,  
631 the unit member must have been on paid status in the District or  
632 on approved leave at the time of retirement and comply with all  
633 applicable rules and requirements for eligibility and participation  
634 in retiree medical benefits through CalPERS, including, but not  
635 limited to the requirement that the unit member retire under  
636 CalPERS, and that the unit member must have been enrolled in  
637 a CalPERS health plan as an active employee at the time of  
638 retirement.
- 639 8.6.8 In lieu of any fringe benefits for those qualifying, a unit member  
640 with 20 or more years of Berryessa Union School District  
641 service may elect to receive a one-time payment calculated on  
642 \$500 per each year of District service, up to a maximum of  
643 \$15,000.
- 644 8.7 **Longevity**
- 645 8.7.1 Employees hired prior to the start of the 1976-77 fiscal year  
646 shall be given longevity service credit toward longevity bonus for  
647 less than four (4) hours a day service achieved prior to the  
648 1976-77 fiscal year.
- 649 8.7.2 For periods worked subsequent to the start of the 1976-77 fiscal  
650 year, employees shall be given longevity service credit only for  
651 service of four (4) hours per day or more and at least 75% of the  
652 total work year.
- 653 8.7.3 Eligible unit members (4 hours or more) will receive longevity  
654 steps on July 1 as follows:
- |     |  |                             |
|-----|--|-----------------------------|
| 655 | Beginning of the 7 <sup>th</sup> consecutive year  | 4% increase in base salary  |
| 656 | Beginning of the 12 <sup>th</sup> consecutive year | 7% increase in base salary  |
| 657 | Beginning of the 17 <sup>th</sup> consecutive year | 10% increase in base salary |
| 658 | Beginning of the 21 <sup>st</sup> consecutive year | 13% increase in base salary |
- 659 8.7.4 A permanent employee who voluntarily resigns from a permanent  
660 classified position with the District and is reinstated or reemployed  
661 by the District within 39 months after the resignation shall be  
662 eligible to have all years worked (as defined in Sections 8.7.1 and  
663 8.7.2) counted for longevity without regard to the break in service.  
664 This Section 8.7.4 applies only to unit members reinstated or  
665 reemployed on or after July 1, 2014.
- 666
- 667 8.7.5 Employees with breaks in service shall be eligible to have all  
668 years worked (as defined in Sections 8.7.1 and 8.7.2) counted

669 for longevity, effective November 1, 2001. This Section 8.7.5  
670 shall apply only to unit members reinstated or reemployed  
671 before July 1, 2014.

672 8.8 **Step Increases**

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

675  
676 8.9 **Professional Growth**

677 8.9.1 **Establishment of Professional Growth Committee**

678 The President of the majority classified organization shall  
679 appoint a Professional Growth Chairperson for a one-(1) year  
680 term. Three (3) committee members shall be chosen by the  
681 affected units (CSEA, Teamsters, and Classified Confidential  
682 Management Team). It shall be up to the units to decide on  
683 their selection process, with one (1) administrative staff  
684 member, the Superintendent or designee, for a total of five (5)  
685 members.

686 8.9.2 **Duties of the Committee**

687 Committee members will approve/disapprove requests for  
688 Professional Growth, for their respective bargaining units. The  
689 Committee will review all Professional Growth applications  
690 monthly. The committee will assist the District in preparing  
691 goals for the Professional Growth Program, investigate  
692 inside/outside resources for the Professional Growth Program  
693 and increase awareness of the program among employees.

694 8.9.3 **Professional Growth Requirements**

695 Professional Growth increments will be awarded per Union  
696 Contracts or in accordance with District policy for  
697 Confidential/Management Employees. Professional Growth  
698 increments may be earned by completing nine (9) units of work  
699 in junior college, university or state colleges and Adult  
700 Education (including seminars, trade classes and workshops),  
701 Professional Growth Increments will be paid at \$250 per  
702 increment paid in a lump sum on November 30. All unit  
703 members shall be eligible to participate in the Professional  
704 Growth program.

705 8.9.4 **Unit Evaluation Requirements**

706 8.9.4.1 All units approved and earned, must be job related  
707 and/or a course that provides a direct benefit to the  
708 District. Credit may be granted only for courses  
709 completed beginning after employment with the  
710 Berryessa Union School District. Courses submitted  
711 for credit must be approved by the appropriate  
712 Professional Growth Committee Member or by the  
713 Professional Growth Chairperson should the member  
714 not be available. Courses submitted for credit must  
715 be approved prior to beginning classes.

716 8.9.4.2 One (1) unit (or one semester) normally represents  
717 one (1) hour per week during one (1) semester in  
718 lecture or recitation work with necessary preparation  
719 time, or three (3) hours per week in laboratory or  
720 other work not requiring homework or other  
721 preparation.

722 8.9.4.3 Credit for classes in adult education or other  
723 approved education experience (including seminars,  
724 trade classes, and workshops) will be granted as  
725 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

726 8.9.4.4 Credit for adult education courses, seminars, trade  
727 classes, and/or workshops that are less than five  
728 hours in length may be combined in order to earn  
729 professional growth units and increments.

730 8.9.4.5 In order to receive credit for the course, all employees  
731 taking courses in adult education must obtain a  
732 satisfactory grade and follow the attendance schedule  
733 (see absences permitted). Courses may only be  
734 repeated if the employee fails the course. Credit for  
735 District units may be carried into the succeeding  
736 school year.

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8.9.5 **Procedures**

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8.9.5.1 Get Professional Growth form from the office of Human Resources. Fill out completely. Obtain supervisor's approval signature.

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

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

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8.9.6 **Denial of Request for Professional Growth**

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

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

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

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

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

777 Pursuant to Government Code Section 7522.04(f), effective January 1,  
778 2013, the District shall not pay any required member contributions for unit  
779 members employed by the District on or after January 1, 2013 who are  
780 "new members" as defined by law and any related CalPERS rules and  
781 regulations.

782 8.11 **Private Disability**

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

## **ARTICLE 9: PROBATION AND EVALUATION**

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

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

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

### **9.2 Permanent Unit Members**

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 laterally transferred must be evaluated by their new supervisor during the first year of reassignment by June 1. Copies of the written evaluation reports will be made available to the individuals who are the subjects of the reports.

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

### **9.3 Promoted Unit Members**

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

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

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

## **ARTICLE 10: TRANSFERS AND ADVANCEMENT**

### **10.1 Filing Vacancies**

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

#### **10.1.1 Current Bargaining Unit Members**

Seniority = hire date into the District

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

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

#### **10.1.2 Posting of Vacancies**

The vacancy will be posted for a minimum of six (6) working days. All vacancies will be posted at each District job site. The vacancy notice shall include: the job title, brief description of duties, the assigned work site (and any notice of preliminary location within the assigned 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 upon Request.

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

#### **10.1.3 Outside Candidates**

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

848 10.2 **Failure To Complete Promotional Probation**

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

853 10.3 **Administrative Transfer**

854 10.3.1 **Definition**

855 An administrative transfer is a District-initiated movement of an  
856 employee from one work site to another work site within the  
857 same classification or within the same salary range that is non-  
858 promotional in nature.

859 10.3.2 **Transfer**

860 An administrative transfer may be initiated by the District at any  
861 time such transfer is in the District's best interest based on  
862 work-related needs. The unit member affected by such transfer  
863 and the Union shall be given notice as soon as possible. The  
864 unit member shall be afforded the opportunity to meet with the  
865 District regarding the transfer.

866 10.3.3 **Accommodation For Disability**

867 The District may also administratively transfer a unit member or  
868 unit members, if the transfer is necessary to accommodate an  
869 individual with a qualified disability under the Americans with  
870 Disabilities Act or the parallel California statute. This provision  
871 is not grievable.

872 10.3.4 **District Reorganization**

873 The District shall consult with the Union in advance of  
874 implementing any reorganization that may cause the transfer of  
875 unit members.

876 10.4 **Substitute Service While Filling Vacancy**

877 If the District is engaged in the process of hiring a permanent employee to  
878 fill a vacancy in any unit position, the District may fill the vacancy through  
879 the employment of one or more substitutes for not more than sixty (60)  
880 calendar days. If the position remains unfilled after sixty (60) calendar  
881 days, the District shall consult with the Union concerning the difficulties in  
882 the filling of the position. The Union may grant an extension for an  
883 additional thirty (30) work days.



884 10.5 **Part-Time Unit Members Working As Substitutes**

885 10.5.1 Part-time unit members may act as substitutes or may assume  
886 short-term positions in those hours that they are not regularly  
887 employed. To be considered, the unit member must place  
888 his/her name on a District list, the unit member must be  
889 qualified, and the extra work may be assigned without  
890 administrative difficulties.

891 10.5.2 The unit member's status in these positions remains short term  
892 or that of a substitute. The unit member does not accrue  
893 seniority or gain hours for benefit eligibility. The pay rate will be  
894 in accordance with the rate applicable to the classification in  
895 which the unit member is serving as a substitute.

896 10.6 **Promotional Pay**

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

## **ARTICLE 11: LEAVE PROVISIONS**

### **11.1 Release Time**

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

### **11.2 Sick Leave**

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

11.2.2 Whenever illness/disability causes absence of five or more consecutive days, the employee shall provide to the Assistant Superintendent of Human Resources a written statement from 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 employee additional written statements by a physician certifying to the continuing nature for the disability.

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

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

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

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

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

936 11.3 **Paid Sick Leave**

937 11.3.1 Regular classified bargaining unit employees shall earn paid  
938 sick leave in accordance with the provisions of the Education  
939 Code. Unused sick leave may be accumulated without limit.

940 11.3.2 At the beginning of each fiscal year, the number of sick leave  
941 days of the employee shall be increased by the number of days  
942 of paid sick leave which the employee would normally earn in  
943 the ensuing fiscal year. An employee's number of sick leave  
944 days shall be adjusted if a change of assignment alters the  
945 amount of sick leave earnable.

946 11.3.3 Sick leave may be taken at any time, provided that new  
947 employees shall not be eligible to use more than six (6) days of  
948 paid sick leave until the first day of the calendar month after  
949 completion of six (6) months active service with the District.

950 11.3.4 Pay for any day of sick leave shall be based upon the same  
951 hours, exclusive of premium hours the employee was scheduled  
952 to work and would have worked that day but shall not be paid  
953 for less than the employee's assigned hours. When an  
954 employee's sick pay exceeds his/her normally or averaged  
955 hours, the difference shall be deducted from the employee's  
956 sick leave account in increments equal to that overage.

957 11.3.5 Sick leave absence shall be deducted in one-hour increments of  
958 earned sick leave. Such leaves of one (1) hour or less shall be  
959 equal to one hour. In order to receive compensation while  
960 absent on sick leave, the employee must notify the supervisor of  
961 the employee's absence at least one (1) hour before the  
962 beginning of the working day on the first day absent, unless  
963 conditions make notification impossible. The burden of proof of  
964 impossible conditions shall be upon the employee.

965 11.3.6 At least one (1) day prior to the employee's expected return to  
966 work, the employee shall notify the supervisor in order that any  
967 substitute may be terminated. If the employee fails to notify the  
968 supervisor and both the employee and the substitute report, the  
969 substitute is entitled to the assignment, and the employee shall  
970 not receive pay for that day.

971 11.3.7 Employees have the option to verify prior sick leave credit and  
972 request adjustments. The Payroll Department shall maintain  
973 records of sick leave utilization and balance.

974 11.4 **Additional Sick Leave**

975 11.4.1 After expiration of paid sick leave, an employee who is ill or  
976 injured may, upon request, use accumulated vacation to avoid  
977 leave without pay.

978 11.4.2 After all paid leave and vacation time are exhausted, a unit  
979 member shall receive the difference between the employee's  
980 salary and that actually paid a substitute for a period of time, not  
981 to exceed five (5) calendar months from the first day of the  
982 extended illness or injury.

983 11.4.3 The District shall not deduct substitute pay unless a substitute is  
984 actually performing the absent employee's duties or those of  
985 another employee in order that the other employee may perform  
986 the duties of the absent employee.

987 11.5 **Termination of Sick Leave**

988 11.5.1 An employee who has been placed on paid or unpaid sick leave  
989 may return to duty at any time during the leave, provided that  
990 the employee is able to resume the assigned duties, and if the  
991 leave has been for more than 20 working days, provided that  
992 the employee has notified the District of the employee's return  
993 at least one (1) working day in advance.

994 11.5.2 If, at the conclusion of all sick leave and additional leave, paid or  
995 unpaid, granted under this contract, the employee is still unable  
996 to return to active employment, the employee will be placed on  
997 a re-employment list for a period of 39 months in the same  
998 manner as if the employee were laid off for lack of work or lack  
999 of funds.

1000 11.6 **Industrial Accident and Illness Leave**

1001 11.6.1 Permanent Classified Bargaining Unit employees shall be  
1002 granted industrial accident leave or illness leave in accordance  
1003 with the following regulations:

1004 11.6.1.1 An employee suffering an injury or illness arising out  
1005 of and in the course and scope of his/her employment  
1006 shall be entitled to a leave of sixty (60) working days  
1007 in any one fiscal year for the same accident. This  
1008 leave shall not be accumulated from year to year, and  
1009 when any leave will overlap a fiscal year, the  
1010 employee shall be entitled to only that amount  
1011 remaining at the end of the fiscal year in which the  
1012 injury or illness occurred. Industrial accident or illness  
1013 leave will commence on the first day of absence. If

1014 within the sixty (60) working day period, an employee  
1015 who is on leave is released by a medical practitioner  
1016 to return to work without restrictions, the employee  
1017 shall assume his/her normal duties on the second  
1018 working day following his/her release.

1019 11.6.1.2 Payment for wages lost on any day shall not, when  
1020 added to an award granted the employee under the  
1021 Worker's Compensation laws of this state, exceed the  
1022 normal wage for the day. The industrial accident or  
1023 illness leave is to be used in lieu of normal sick leave  
1024 benefits. When entitlement to industrial accident or  
1025 illness leave under this section has been exhausted,  
1026 entitlement to other sick leave, vacation or other paid  
1027 leave may be used. If, however, an employee is still  
1028 receiving temporary disability payments under the  
1029 Worker's Compensation laws for this state at the time  
1030 of the exhaustion of benefits under this section,  
1031 he/she shall be entitled to use only so much of his/her  
1032 accumulated and available normal sick leave and  
1033 vacation leave, which when added to the Worker's  
1034 Compensation award, provides for a days pay at the  
1035 regular rate of pay.

1036 11.6.1.3 During all paid leaves of absence, whether industrial  
1037 accident leave as provided in this section, sick leave,  
1038 vacation, compensated time off or other available  
1039 leave provided by law or the action of a governing  
1040 board, the employee shall endorse to the District  
1041 wage loss benefit check received under the Worker's  
1042 Compensation laws of this state. The District, in turn  
1043 shall issue the employee appropriate warrants for  
1044 payment of wages or salary and shall deduct normal  
1045 retirement and other authorized contributions. When  
1046 all available leaves of absences, paid or unpaid, have  
1047 been exhausted and if the employee is not medically  
1048 able to assume the duties of the position, or the  
1049 employee is not in another position, they shall be  
1050 placed on a re-employment list for a period of 39  
1051 months. When available, during the 39-month period,  
1052 he/she shall be employed, provided the employee is  
1053 medically able, in a vacant position in the  
1054 classification previously held over all other available  
1055 candidates except for re-employment lists established  
1056 because of lack of work or lack of funds, in which  
1057 case he/she shall be listed in accordance with  
1058 appropriate seniority regulations. Any employee  
1059 receiving benefits as a result of this section shall,

1060 during periods of injury or illness, remain within the  
1061 State of California unless the Board of Trustees  
1062 authorizes travel outside the state.

1063 11.6.1.4 An employee who has been placed on a re-  
1064 employment list, as provided herein, who has been  
1065 medically released for return to duty and who fails to  
1066 accept an appropriate assignment, shall be dropped  
1067 from the re-employment list.

1068 11.6.1.5 Employees who are entitled to a leave of absence  
1069 under the Family Medical Leave Act and the Family  
1070 Rights Act may take such leave as long as the  
1071 employee meets the provision of the Act as permitted  
1072 by law and District policy.

1073 11.7 **Bereavement Leave**

1074 Each unit member is entitled to a leave of absence, not to exceed five (5)  
1075 days on account of the death of any member of the employee's immediate  
1076 family. The immediate family is defined as husband, wife, mother, father,  
1077 sister, brother, son, daughter, mother-in-law, father-in-law, grandfather,  
1078 grandmother, son-in-law, daughter-in-law, grandchild of the employee,  
1079 step-parent, step-son, step-daughter, brother-in-law, sister-in-law, or any  
1080 relative of either spouse living in the immediate house of the employee.

1081 11.8 **Child-Rearing Leave**

1082 The Board may grant child-rearing leave to classified personnel. The  
1083 granting of such leave is subject to the following conditions:

1084 11.8.1 An employee who is the natural or adoptive parent of a child  
1085 may be entitled to an unpaid leave of absence for the purpose  
1086 of rearing his/her child.

1087 11.8.2 Application for a child-rearing leave must be made to the Board  
1088 of Trustees through Human Resources.

1089 11.8.3 A leave may be granted when unusual circumstances exist.  
1090 Such leave may be granted for maximum duration of one year  
1091 upon giving the District two (2) weeks notice prior to the  
1092 anticipated date on which the leave is to commence.

1093 11.8.4 Human Resources shall attempt to assign unit members  
1094 returning from a child-rearing leave to a position similar to the  
1095 one held prior to leave.

- 1096 11.8.5 The employee shall receive no salary or fringe benefits while on  
1097 leave other than those benefits he/she chooses to continue at  
1098 personal expense.
- 1099 11.9 **Sick Leave for Personal Necessity**
- 1100 Up to seven (7) days of the leave granted annually to unit members for  
1101 personal illness may be used by the employee for reasons of personal  
1102 necessity.
- 1103 11.9.1 Business of an emergency or urgent nature, accidents, family  
1104 illness, court appearances, death, imminent danger to home or  
1105 personal property, and other unforeseen occurrences that  
1106 require the unit member's presence are representative of those  
1107 situations that constitute personal necessity. Personal  
1108 necessity leave may not be used for purposes other than those  
1109 described in this Section.
- 1110 11.9.2 Each unit member may utilize the provisions of this Section to  
1111 take care of personal business which, under the circumstances,  
1112 the unit member cannot reasonably be expected to disregard  
1113 and which requires his/her attention during his/her assigned  
1114 hours of service.
- 1115 11.9.3 Prior approval for utilization of personal necessity days is  
1116 required, except when prior approval is not reasonably possible  
1117 due to the circumstances of the need for the leave. If the unit  
1118 member's immediate supervisor denies the request for Personal  
1119 Necessity Leave, the unit member may appeal the decision to  
1120 the Assistant Superintendent of Human Resources. The unit  
1121 member shall inform his/her supervisor of the general nature of  
1122 the personal necessity, but shall not be required to provide  
1123 personal and private details beyond the information required to  
1124 demonstrate that the leave qualified for personal necessity.  
1125 (Education Code Section 45207)
- 1126 11.9.4 Seven (7) days represents the maximum allowable number of  
1127 days available in any school year for personal necessity leave.  
1128 Personal necessity days may not be carried over from one year  
1129 to the next.
- 1130 11.9.5 Absences from duty related to employee organizational  
1131 concerns or work stoppage shall not be charged to personal  
1132 necessity. It shall continue to be the unit member's  
1133 responsibility to notify the department head or supervisor of their  
1134 absence.

1135 11.10 **Official Business**

1136 Personnel may be excused from duty without loss of pay for participation  
1137 in Board-approved professional meetings of value to the District. These  
1138 absences from duty shall be classified as official business.

1139 Legally authorized expenses, including mileage to people so authorized,  
1140 will be allowed.

1141 11.11 **Legal Commitments and Transactions**

1142 Leaves of absence to serve on a jury or to appear as a witness in court  
1143 other than as a litigant shall be granted with no loss in pay provided the  
1144 employee endorses the fee received, exclusive of mileage allowance, to  
1145 the District. At the employee's option such leave of absence will be  
1146 granted without pay.

1147 11.12 **Military Leave**

1148 Every unit member who enters the military of the United States or the  
1149 State of California is entitled to a military leave. Such absence does not  
1150 affect classification and does not constitute a break in service. However,  
1151 this absence does not count as part of the probationary period required as  
1152 a condition precedent to classification as a permanent employee.

1153 Within six (6) months after an employee honorably leaves the service, the  
1154 employee is entitled to the position formerly held at a salary the employee  
1155 would have received had the employee not been on military leave. Unit  
1156 members ordered into military service are entitled to one (1) month's pay  
1157 from the school district if one year of service has been rendered in the  
1158 District. Members of the National Guard are entitled to leave without  
1159 regard to the length of their public service, but this does not include one  
1160 (1) month's pay

1161 11.13 **Leave of Absence Without Pay**

1162 11.13.1 Leaves of absence without pay may be granted to a permanent  
1163 classified bargaining unit employee upon written request by the  
1164 employee to Human Resources and the approval of the Board  
1165 of Trustees, subject to the following restrictions:

1166 11.13.1.1 Leave of absence without pay may be granted to a  
1167 permanent classified bargaining unit employee who  
1168 has exhausted all entitlement to sick leave, vacation,  
1169 and other available paid leave and who is absent  
1170 because of illness/disability.



1171 11.13.1.2 Such leave may be granted for a period of time not to  
1172 exceed six (6) months. The Board may renew the  
1173 leave of absence without pay for two (2) additional six  
1174 (6) month periods, or such lesser leave periods that it  
1175 may provide, but not to exceed a total of eighteen (18)  
1176 months.

1177 11.13.2 Leave of absence without pay may be granted to a permanent  
1178 classified bargaining unit employee for the purpose of permitting  
1179 study by the employee or for the purpose of retraining the  
1180 employee to meet changing conditions within the District. Such  
1181 leave shall not exceed one (1) year in length. The Board may  
1182 provide that such leave be taken in separate six (6) month  
1183 periods or in any other appropriate periods, rather than for a  
1184 continuous one (1) year period, provided that the separate  
1185 periods of leave of absence shall be commenced and  
1186 completed within a three (3) year period.

1187 11.13.3 An employee returning from a leave of absence without pay  
1188 shall be assigned to a position within the classification as held  
1189 prior to the leave.

1190 11.13.4 If time is requested away from a position for a period of less  
1191 than two (2) weeks, the employee need not apply for a leave of  
1192 absence. He/she should make arrangements with his/her  
1193 department supervisor and obtain prior approval.

1194 11.13.5 The unit member on leave of absence is not eligible to receive  
1195 the District's contribution to the Health and Welfare Benefits  
1196 program. However, the employee may continue to participate in  
1197 the program by paying total premiums required.

1198 **ARTICLE 12: DISABILITY ACCOMMODATION**

1199 12.1 The District and the Union acknowledge that the law requires reasonable  
1200 accommodation for disabled unit members as defined, that  
1201 accommodations must be determined on an individual case by case basis,  
1202 and that the District has a legal obligation to meet with individual case by  
1203 case basis, and that the District has a legal obligation to meet with the unit  
1204 member to discuss accommodations. Prior to implementing any  
1205 accommodation which violates this Agreement or modifies a District  
1206 practice, the District shall give the Union notice and opportunity to  
1207 negotiate about matters within the scope of representation.

1208 12.2 Any accommodation provided to a bargaining unit member as required by  
1209 law or other state and federal disability statutes shall not establish a past  
1210 practice nor shall it be used as evidence of a past practice in  
1211 grievance/arbitration procedure.

1212 12.3 The District's procedures for processing all accommodation requests will  
1213 be consistent with the requirements of applicable law and regulations.

1214 **ARTICLE 13: PAYROLL ERRORS**

1215 13.1 A payroll error caused by the District resulting in insufficient payment to an  
1216 employee shall be corrected and a supplemental check issued not later  
1217 than five (5) working days after the employee provides notice to the  
1218 Payroll Department. A payroll error caused by the employee resulting in  
1219 insufficient payment to the employee shall be corrected in the next pay  
1220 period. Any payroll errors resulting in an overpayment to the employee  
1221 shall be corrected in the next pay period.

1222 13.2 If, after timely turning in his/her time card to his/her supervisor, an  
1223 employee receives insufficient payment due to the supervisor's untimely  
1224 filing of the approved time card, the payroll error shall be corrected no  
1225 later than five (5) working days after the time card has been provided to  
1226 the Payroll Department.

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

- 14.1 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 an employee to use any specific equipment or gear in the performance of the employee's duties, the District agrees to furnish such equipment or gear.
- 14.2 In lieu of using District supplied safety-related shoes or boots, unit members who are required to use specific safety shoes or boots may elect to receive reimbursement of a maximum total of up to \$150 per year for the purchase of no more than two pairs of approved safety-related shoes or boots. To be eligible for reimbursement pursuant to this Section, unit members must purchase the safety-related shoes or boots that meet the District's specifications no later than December 1 each year. For newly hired unit members first employed on or after September 1, any year, the deadline for purchasing safety-related shoes or boots in the first year shall be 90 days after the first date of employment. All requests for reimbursement must include a receipt dated no more than 30 days before the submission of the reimbursement request.
- 14.3 Notwithstanding the above, if an employee voluntarily provides tools or equipment belonging to the employee 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.
- 14.4 Should it be determined by the District that the employment duties of an employee in the bargaining unit reasonably require the use of any equipment or gear to ensure the safety of the employee or others, the District agrees to furnish such equipment or gear.
- 14.5 The District shall provide each school site with one set of rain gear for the use of the school custodian. The lead custodian shall be responsible for the safe keeping of the rain gear. As the rain gear needs replacing, the lead custodian shall turn in such gear and receive new gear.

1258 **ARTICLE 15: PHYSICAL EXAMS**

1259 The District shall retain the right to require a physical examination of an  
1260 employee as a condition of continued employment. The District shall pay all  
1261 costs of such examination, including the employee's regular salary in the event  
1262 the examination is scheduled by the District during the employee's scheduled  
1263 work hours. In addition, full-time employees may have required tuberculosis  
1264 examinations performed during regular work hours subject to prior approval of  
1265 the employee's immediate supervisor. Unit members with occupational exposure  
1266 to blood borne pathogens (as determine by Board Policy and/or Administrative  
1267 Regulations) will be entitled to receive Hepatitis B vaccinations at no cost to  
1268 themselves.

## **ARTICLE 16: VACATION**

### **16.1 Vacation Accrual**

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

16.1.2 All unit members shall earn vacation as follows:

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

### **16.2 Posting of Vacation Leave**

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

### **16.3 Vacation Leave During Probationary Period**

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

### **16.4 Vacation**

16.4.1 Earned vacation accumulated on a fiscal year basis must be taken during the following fiscal year. Employees 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.

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

### **16.5 Vacation Interruption**

Employees 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 employee first notifies their supervisor and supplies Human Resources with sufficient relative supporting information regarding the basis for such interruption, termination, or deferment. Any vacation so deferred shall

1304 only be rescheduled with the approval of the employee's immediate  
1305 supervisor.

1306 16.6 **Vacation Scheduling**

1307 Vacation leave shall be scheduled and approved by the department head,  
1308 principal, or administrator. Effort shall be made to enable vacation time to  
1309 be taken at times mutually convenient to the employee, consistent with the  
1310 needs of the service and the work load of the department.

1311 16.7 **Ten-Month Employees**

1312 Vacation for 10-month unit members may be taken during their work year  
1313 when students are not scheduled for attendance. At the end of the work  
1314 year for 10-month employees, any vacation days remaining that could not  
1315 be scheduled during the work year will be paid on the June payroll  
1316 warrant. The amount paid will be the balance of any day(s) in excess of  
1317 one fiscal year carryover.

1318 16.8 **Twelve-Month Employees**

1319 Unit members shall present the proposed work and vacation calendars for  
1320 the next fiscal year to their supervisor no later than May 15. The District,  
1321 through the Assistant Superintendent of Human Resources, shall have the  
1322 right of final decision on vacation schedule. The vacation schedule shall  
1323 give priority consideration to student days, the summer cleaning needs of  
1324 the school and the return to work date for the teachers.

1325 16.9 **Holidays**

1326 A holiday which falls during the scheduled vacation period of any  
1327 bargaining unit employee shall be paid as a holiday and shall not be  
1328 charged to the employee's vacation account.

1329 16.10 **Vacation Salary**

1330 The salary at which vacation is paid shall be the employee's current salary  
1331 rate. An employee whose vacation time is earned and begun under a  
1332 given status shall suffer no loss of earned vacation by reason of  
1333 subsequent changes in conditions of employment.

1334 16.11 **Vacation Pay Upon Termination**

1335 When an employee in the bargaining unit is terminated for any reason,  
1336 he/she shall be entitled to all vacation pay earned and accumulated up to  
1337 and including the effective date of termination.

## **ARTICLE 17: HOURS**

17.1 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 current employees. The District may change any employee's work week to include Saturday and/or Sunday when it is necessary to perform work which cannot reasonably be performed during regular work week. Employees affected by such change in work week shall receive at least two (2) weeks advance notice of any proposed change in work week unless an emergency situation exists. In the event the change in work week results in an employee being scheduled to work Saturday and/or Sunday for a period of two (2) months or longer, such employee shall receive one (1) additional day of vacation in lieu of premium pay on an annual basis for as long as the employee is assigned to the altered work week schedule.

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

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

17.4 Nothing herein 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 herein above do not apply with regard to notice or the extra day of vacation.

### **17.5 Overtime**

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

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



1379 17.6 **Hours Worked**

1380 For the purpose of computing the number of hours worked, all time  
1381 worked during which an employee is in an authorized paid status shall be  
1382 computed to the nearest one-quarter (1/4) hour.

1383 17.7 **Part-Time Employees**

1384 17.7.1 An employee who works a minimum of thirty (30) minutes per  
1385 day in excess of his part-time assignment for a period of twenty  
1386 (20) consecutive working days or more shall have the  
1387 employee's basic assignment changed to reflect the longer  
1388 hours in order to acquire future benefits on a properly prorated  
1389 basis.

1390 17.7.2 Exclusive of overtime, when a part-time employee's average  
1391 paid time exceeds the employee's average assigned time by  
1392 fifty (50) minutes or more per working days in any quarter, the  
1393 hours paid per day for compensable leaves of absence and  
1394 holidays in the succeeding quarter shall be equivalent to the  
1395 average hours paid per working day in the preceding quarter,  
1396 excluding overtime.

1397 17.8 **Shift Differential**

1398 17.8.1 A full-time employee shall receive a five percent (5%) shift  
1399 differential above the regular rate of pay for all hours worked  
1400 after 3:00 p.m., provided that such employee's regular work shift  
1401 schedule consists of at least five (5) hours) per day after 3:00  
1402 p.m. Part-time employees whose regular work shift is entirely  
1403 scheduled after 3:00 p.m. shall receive a five percent (5%) shift  
1404 differential above the regular rate of pay.

1405 17.8.2 Payment of overtime for hours worked under shift differential  
1406 shall be computed at one and one-half times the base rate, not  
1407 the differential rate.

1408 17.9 **Summer Work**

1409 17.9.1 Employees who normally work less than twelve (12) months,  
1410 and who apply for or request summer work in their regular  
1411 classification, shall be given first consideration for such work.  
1412 Employees who normally work less than twelve (12) months and  
1413 who apply for or request summer work in a different  
1414 classification, shall next be considered for such work, if  
1415 qualified. Employees who perform summer work and who  
1416 normally work less than twelve months, shall accrue sick leave  
1417 and vacation in the same manner as those benefits are accrued  
1418 in that classification during the normal work year.

1419           17.9.2   Bus drivers and food service workers not assigned work in the  
1420                   month of August will be allowed to sign-up for extra work,  
1421                   including grounds work and clean-up. Bus drivers and food  
1422                   service workers will be assigned the extra work before a  
1423                   substitute is hired by the District to perform the work. Unit  
1424                   members who want to be considered for extra work during  
1425                   August must notify their immediate supervisor no later than  
1426                   June 1 in order to be considered for work in August. It shall be  
1427                   the responsibility of the bus driver and food service worker to  
1428                   indicate his/her specific weekly period of work request: (i.e.,  
1429                   week of August 2-6; week of August 9-13; etc.) Bus drivers and  
1430                   food service workers requesting extra work in the month of  
1431                   August will be required to perform the extra work if assigned.

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

18.1 Employees scheduled to a work day in excess of four (4) 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 employee'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. In the event an employee is denied a lunch period and required to work by the immediate supervisor, such employee shall be given a shortened work day in the commensurate amount of time such employee worked during the lunch period.

**18.2 Rest Periods**

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

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

**18.3 Call Back – Call In**

18.3.1 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.

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

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

- 19.1 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, and shall be paid from the first day on in the performance of any out of classification work.
- 19.2 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. The District agrees to pay the employee doing out of classification work the first day he/she is required to work in a higher class and in such amounts as will provide for at least five percent (5%) salary differential.
- 19.3 Notwithstanding the above, whenever the Bus Dispatcher performs the duties of the Transportation Supervisor for any period of time which exceeds two (2) working days within a 15-calendar day period, shall have his/her salary adjusted by five percent (5%) for the entire period he/she is required to work.
- 19.4 Employees who are temporarily assigned to a lower classification shall suffer no reduction in pay or hours as a result of the temporary assignment.
- 19.5 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.
- 19.6 Summer School**
- 19.6.1 Employees who are not normally assigned during the summer or intersession periods shall be eligible to apply for Summer School or intersession positions. Such employees shall be assigned by the District as needed, subject to the employee selected having the specific qualifications and skills necessary to satisfy the service needs of the District in any particular circumstance.
- 19.6.2 An employee so selected shall receive on a pro rata basis, the compensation and benefits, which are applicable to that classification during the regular year.

1501 **ARTICLE 20: HOLIDAYS**

1502 20.1 Employees shall be entitled to be paid 16 legal holidays as follows:

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

1503 20.2 When a legal holiday listed above falls on a Sunday, the following Monday  
1504 shall be deemed a holiday. When a legal holiday listed above falls on a  
1505 Saturday, the preceding Friday shall be deemed a holiday.

1506 20.3 When consecutive holidays, such as December 24<sup>th</sup> and 25<sup>th</sup>, fall on a  
1507 Friday and Saturday, or on a Sunday and Monday, the District will grant  
1508 the local holiday on Thursday or Tuesday.

1509 20.4 The Board of Trustees may require unit members to work (at the regular  
1510 rate of pay) on February 12, the third Monday in February, the last  
1511 Monday in May, September 9, or November 11, provided: (1) the action is  
1512 taken prior to July 1 of any year, and (2) that an alternate day within the  
1513 school year is given as the holiday. The day selected as the alternate day  
1514 must provide a three-day weekend, and it must be selected when  
1515 employees entitled to the original holiday are also entitled to the alternate  
1516 holiday. If an employee is required to work on that day with no alternate  
1517 day designated, he/she shall, in addition to regular pay, be paid time and  
1518 one-half.

1519 **ARTICLE 21: SAFETY**

1520 21.1 Every effort shall be made to maintain healthful and safe conditions at all  
1521 work stations. Unit members shall not be required to work under unsafe  
1522 conditions or to perform tasks, which endanger their health, safety, or well  
1523 being.

1524 21.1.1. It shall be the responsibility for unit members to report unsafe,  
1525 hazardous or unsanitary conditions as soon as possible to their  
1526 supervisor.

1527 21.1.2 Unsafe, hazardous, or unsanitary conditions shall be corrected  
1528 as soon as possible.

1529 21.2 Designated classifications are to receive one pair of safety shoes that  
1530 meet OSHA standards once a year. Management will select styles of  
1531 shoe or boot to be worn. Employees at their option and expense may  
1532 select a different style safety shoe so long as the shoe meets OSHA  
1533 standards. Employees shall be required to wear the purchased shoe at all  
1534 times. Teamsters' shop steward to meet with the Director of School  
1535 Facilities to identify shoe or boot approved section.

1536 21.3 The District's central safety committee shall include in its membership one  
1537 employee selected by the Union and one non-management employee  
1538 selected from Food Services.

## **ARTICLE 22: TRANSPORTATION**

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

### **22.2 Buses**

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

### **22.3 Shifts**

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

### **22.4 Hours**

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

#### **22.4.2 Special Trips Layover Times**

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

### **22.5 Morning Shift**

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

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

1573 22.6 **Mid-Day Shift**

1574 The mid-day shift shall be paid at a minimum of one and one-half (1-1/2)  
1575 hours duration with an unpaid, uninterrupted, duty-free lunch period taken  
1576 at the end of the shift, unless the supervisor determined that  
1577 circumstances require the lunch period to be taken in the middle of the  
1578 shift.

1579 22.7 Shift time shall include but not be limited to the following:

- 1580 • Warm-up and preparation
- 1581 • Scheduled routes
- 1582 • Time for necessary administrative duties and clean-up of equipment.
- 1583 • If an employee is given an additional assignment that interferes with  
1584 taking of a lunch break during or after the shift, the employee shall be  
1585 compensated in accordance with the Section of Hours and Overtime.

1586 22.8 **Special Trips**

1587 22.8.1 Drivers who receive notification of a cancellation less than six  
1588 (6) working hours prior to their scheduled departure time shall  
1589 receive two (2) hours of pay at the appropriate rate. The special  
1590 trip shall include but not be limited to the following:

- 1591 • Check-out and warm-up time
- 1592 • Driving time to and from departure point and a scheduled trip
- 1593 • Time necessary for administrative duties and clean—up of  
1594 equipment.

1595 22.8.2 In the event that a trip return is later than scheduled, the driver  
1596 shall notify the dispatcher in writing.

1597 22.9 **Extra Work**

1598 22.9.1 The Director of School Facilities shall assign drivers to extra  
1599 work on the basis of the needs of the District and the availability  
1600 and qualifications of the individual employees. Extra work  
1601 assignments should be distributed as equitably as possible  
1602 within the above structure. An employee list shall be posted  
1603 monthly which indicates the number of extra work hours each  
1604 driver has been assigned during the month.

1605 Drivers who work a field trip on a Saturday or Sunday shall  
1606 receive a minimum of four (4) hours of pay.



1607    22.10 **Notice of Extra Work**

1608            The dispatcher shall notify the employees, in writing, of routine additional  
1609            work assignments (field trips and run coverage for same) on the morning  
1610            of the day preceding the assignment, when possible. Emergency  
1611            assignment of coverage shall be given as the dispatcher becomes aware  
1612            of the need.

1613    22.11 **Employee Availability**

1614            Drivers shall make every reasonable effort to be available for extra work  
1615            that may be assigned between 7:00 a.m. and 5:00 p.m. Drivers shall give  
1616            the dispatcher no less than one (1) week notice, in writing, of medical-  
1617            dental appointments, educational activities, court appearances, etc.,  
1618            unless personal emergency conditions exist. A master calendar for driver  
1619            availability shall be posted in the dispatcher's office. Refusal to accept  
1620            additional work assignments may result in assignments not being offered  
1621            and/or disciplinary action taken.

1622    22.12 **Training & Upgrading Of Certificate**

1623            The individual driver shall cooperate with the Transportation Department  
1624            in an effort to upgrade the driver's experience and training. It shall be,  
1625            however, at the discretion of the Transportation Supervisor and the  
1626            dispatcher to determine assignments, regardless of that driver's license  
1627            status. Time used in training conducted by the District for this purpose  
1628            shall be paid at the appropriate rate.

1629    22.13 **Training**

1630            The Transportation Department shall conduct training and safety meetings  
1631            once a month during the school year. These meetings shall be held to  
1632            provide notice of new laws and related matters as they become binding,  
1633            and to improve standards of defensive driving skills, care of equipment,  
1634            and introduction of new equipment (or made available). Training classes  
1635            shall be held to meet renewal requirements and may be held to train new  
1636            drivers when such circumstances require it. All training and safety  
1637            meetings shall be paid for time at the applicable rate. If a meeting has to  
1638            be cancelled, management will give as much notice as possible to permit  
1639            drivers time to adjust their schedules. Commencing in school year 1989-  
1640            90 a mandatory in-service for Drivers, Mechanics and Dispatcher shall be  
1641            scheduled by the District on one of the school improvement program in-  
1642            service days for teachers. This training day shall be at least two hours in  
1643            duration.

1644 22.14 **Examinations**

1645 Time spent taking the driving license examination shall be paid at the  
1646 applicable rate provided the employee passes the license examination.

1647 22.15 **Driver Responsibility**

1648 The employee shall be responsible for obtaining and maintaining all  
1649 licenses and certifications necessary to qualify as a driver for the District.  
1650 The District shall make available to the employee materials and instruction  
1651 for the maintenance of the license and certificates applicable to this  
1652 Article.

1653 22.16 **Language Development Assignment Overtime**

1654 Language regarding assignment of overtime procedures to be developed  
1655 between the Teamsters and District in side negotiations. The District will  
1656 provide language depicting of the status quo procedures for the  
1657 assessments of weekend runs and weekday runs. Meetings will be  
1658 scheduled as necessary.

1659 **ARTICLE 23: BARGAINING UNIT WORK**

1660 Contracts for Services - Written notice that the District intends to award a  
1661 contract for services which directly affects the bargaining unit member's work  
1662 assignment shall be given to the Union prior to the contract being awarded.

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

- 1663
- 1664 24.1 The Union and the District agree to an on-call system for bargaining unit  
1665 members to accept calls related to break-ins or other emergencies at  
1666 other than normal working hours.
- 1667 24.2 The Union and the District agree that the maintenance of these guidelines  
1668 should result in a fair distribution of on-call opportunities for participating  
1669 unit members. Unit members who wish to participate will be placed on an  
1670 on-call list maintained by the District.
- 1671 24.3 To be qualified to provide on-call services pursuant to this Article, a unit  
1672 member must be approved by the Director of Facilities or designee, and  
1673 be assigned to one of the following classifications: Custodian (Night or  
1674 Lead Day), Maintenance-Grounds Worker, Maintenance Worker III, or  
1675 Energy Technician.
- 1676 24.4 Each month the list will rotate so that the unit member who is first on the  
1677 list one month will be placed last on the list the following month, and all  
1678 other employees will move up on the list.
- 1679 24.5 The unit member named first on the on-call list will be designated to  
1680 receive calls for a period of up to one month. The District designated  
1681 security system provider shall contact the unit member to address the  
1682 emergency.
- 1683 24.6 The on-call unit member shall follow District procedures for determining  
1684 whether the situation requires call-in of a District employee, and  
1685 determining what employee should be called in. These procedures must  
1686 be consistent with the requirements of Article 18, Section 18.3.
- 1687 24.7 The employee has the responsibility to report all after hours emergency  
1688 related calls to the Director of School Facilities. The report should be  
1689 submitted the following working day on the District provided form.
- 1690 24.8 A unit member providing on-call services pursuant to this Article 24 shall  
1691 be paid a stipend of \$50 per week. This amount will be prorated if the unit  
1692 member provides the on-call service for a partial week. This stipend is in  
1693 addition to any call back/call in pay the unit member may be entitled to  
1694 pursuant to Article 18, Section 18.3 if he/she is required to report to work.

1695 **ARTICLE 25: COMMUNITY SERVICE VOLUNTEER DAYS**

1696 25.1 The Union and District agree as a community service to allow volunteers  
1697 in coordination with parents and teachers to do specific clean-up, paint-up  
1698 and fix-up of school premises.

1699 25.2 Bargaining unit employees shall be offered the opportunity to supervise  
1700 the work. This provision is limited to a maximum of three (3) events each  
1701 year at each school site.

1702 25.3 Principals shall be required to notify the Maintenance Department  
1703 regarding scheduled volunteer work being performed, in order to assign  
1704 the extra work to the bargaining unit member affected.

1705 **ARTICLE 26: COMPENSATION SURVEY**

1706 The parties will work cooperatively to identify, collect, compile, and analyze  
1707 information from comparable school districts regarding compensation provided to  
1708 employees in those school districts whose job duties are comparable to the job  
1709 duties of Teamsters Local 150 bargaining unit positions in the Berryessa Union  
1710 School District. The compensation survey shall include, but is not limited to,  
1711 salary, longevity, health and welfare benefits contributions, PERS contributions,  
1712 and retiree benefits. The parties agree to jointly complete this compensation  
1713 survey on or before June 30, 2007, and to consider this data in compensation  
1714 negotiations for 2007-2008.

1715 **ARTICLE 27: DISCIPLINE**

1716 27.1 The District shall follow the procedures described in Board Policy 4219 in  
1717 disciplining unit members. A copy of Board Policy 4219 is attached to this  
1718 Agreement as Appendix B. A unit member may appeal disciplinary action  
1719 through the procedures set forth in Board Policy 4219, and may not use  
1720 the grievance procedures of Article 7 to appeal disciplinary action.

1721 27.2 Board Policy 4219 shall be maintained through the duration of this  
1722 Agreement. Before the Board modifies Board Policy 4219, the District  
1723 shall provide the Union with notice and opportunity to negotiate any  
1724 proposed change(s) within the scope of bargaining defined by the  
1725 Educational Employment Relations Act. (Government Code Section 3540,  
1726 et seq.)

## **ARTICLE 28: LAYOFFS**

### **28.1 Decision To Lay Off**

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.

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

### **28.2 Notice To Employees**

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

28.2.2 The notice shall contain:

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

### **28.3 Order of Layoff**

28.3.1 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



1763 only, "classification" shall be those classifications in Appendix D.  
1764 Re-employment shall be in reverse order of layoff.

1765 28.3.2 Any short-term employee whose term of services does not  
1766 exceed 45 days at the time of the layoff must be terminated  
1767 before the District lays off any classified employee who is  
1768 qualified to render the service provided by the short-term  
1769 employee.

1770 28.3.3 **Definition Of Length Of Service Seniority**

1771 28.3.3.1 For the purposes of this Section, "length of service"  
1772 means first date of paid service in a regular  
1773 classification, or a higher or equal classification, as a  
1774 permanent or probationary employee. Service as a  
1775 substitute or short-term employee shall not count as  
1776 first date of paid service.

1777 28.3.3.2 When the first date of paid service is the same,  
1778 seniority shall be determined by the total service in  
1779 the District. If that total service is the same, then  
1780 seniority shall be determined by lot.

1781 28.3.3.3 An employee shall have their date of hire adjusted  
1782 whenever there is a break in service. A break in  
1783 service for purposes of this Article shall mean: (a)  
1784 any resignation or retirement, or (b) any unpaid status  
1785 without leave.

1786 28.4 **Displacement Rights**

1787 28.4.1 A permanent employee laid off from his/her present  
1788 classification may: (1) fill an open position in that classification;  
1789 or (2) if no open position exists, may displace the employee  
1790 with least seniority in that classification, having the same or  
1791 higher number of hours nearest to the hours of the senior  
1792 employee; or (3) may displace the least senior employee with  
1793 the same or higher number of hours nearest to the hours of the  
1794 senior employee in the next lower classification or equal  
1795 classification in which the first employee has previously gained  
1796 permanence. A senior employee may not use the displacement  
1797 process to increase that employee's regularly assigned hours by  
1798 more than two hours per day.

1799 28.4.2 Displacement rights must be exercised within five (5) working  
1800 days of notice of layoff. The District and Union will conduct a  
1801 joint meeting before the end of this period with the employees  
1802 affected by the layoff in order to explain displacement rights.

1803            28.4.3    **Service In More Than One Position**

1804                            Employees may serve in two or more positions as long as the  
1805                            schedules of those positions are compatible. The combined  
1806                            hours of these positions will determine the employees' right to  
1807                            benefits under this Agreement. However, for purposes of layoff  
1808                            and displacement rights, the employee serving in two or more  
1809                            positions can only assert the right to each position as if held  
1810                            separately, and cannot combine the total hours of the separate  
1811                            positions for asserting displacement rights.

1812            28.4.4    If a classified employee scheduled for layoff is qualified to  
1813                            render the service provided by a short-term employee with a  
1814                            term exceeding 45 days, the classified employee will be placed  
1815                            in the short-term position for its duration prior to being laid off.

1816    28.5    **Re-Employment Rights**

1817            28.5.1    Persons laid off are eligible for re-employment in the class from  
1818                            which they were laid off for a period of 39 months and shall be  
1819                            re-employed in preference to new applicants.

1820            28.5.2    Employees who take voluntary demotions or voluntary  
1821                            reductions in assigned time in lieu of layoff shall be granted the  
1822                            same rights as persons laid off and shall retain eligibility to be  
1823                            considered for re-employment for an additional period of up to  
1824                            24 months, provided that the same tests of fitness under which  
1825                            they qualified for appointment to the class shall still apply.

1826            28.5.3    If the District re-employs a unit member as a permanent  
1827                            employee under the provisions of this Section, it shall disregard  
1828                            the break in service of the employee and classify him/her as,  
1829                            and restore him/her to all the rights, benefits and burdens of a  
1830                            permanent employee in the class to which he/she is reinstated  
1831                            or re-employed.

1832    28.6    **Notification Of Re-Employment Openings**

1833            28.6.1    Any unit member who is laid off and is subsequently eligible for  
1834                            re-employment shall be notified in writing by the District of an  
1835                            opening in the same or related class held at the time of layoff.  
1836                            Such notice shall be sent by certified mail to the last address  
1837                            given the District by the laid off unit member. A copy of the  
1838                            notice shall be given to the Union. It shall be the responsibility  
1839                            of the laid off unit member to promptly notify the District of any  
1840                            change of address. Failure to provide the District with a current  
1841                            address shall result in the laid off unit member's name being  
1842                            eliminated from consideration for the open position and shall  
1843                            constitute an "offer" of employment under Section 28.6.2. The

1844 laid off unit member shall become re-eligible for future open  
1845 positions, provided the laid off unit member notifies the District  
1846 of his/her current address.

1847 28.6.2 A laid off unit member shall notify the District of his/her intent to  
1848 accept or refuse employment within five (5) working days  
1849 following receipt of the re-employment notice. If the laid off unit  
1850 member accepts re-employment, he/she shall not be required to  
1851 report for work any sooner than ten (10) working days following  
1852 receipt of the re-employment notice. Failure to notify the District  
1853 within the time limits given, or refusal to accept the offered  
1854 position, shall free the District to eliminate the former employee  
1855 from consideration for the opening. The former employee shall  
1856 be removed from the re-employment list after three (3) bona fide  
1857 offers are made for a position in a previously held classification  
1858 that is within two (2) hours per day of the last position held by  
1859 the former employee.

1860 28.7 **Seniority List**

1861 The District shall maintain and update a Classified Seniority List. The  
1862 Union shall receive a copy of the updated list by April 1 of each year. In  
1863 addition, the Union's Chief Steward may request and receive an updated  
1864 list.

1865 **ARTICLE 29: PERSONNEL FILES**

1866 29.1 The personnel file of each unit member shall be maintained in Human  
1867 Resources. However, this requirement shall not prohibit the attachment  
1868 to disciplinary memoranda materials not previously placed in the  
1869 personnel file.

1870 29.2 Materials in the personnel files of unit members are to be made available  
1871 for the inspection of the unit member involved. A unit member shall have  
1872 the right to inspect his/her personnel file upon request, provided that the  
1873 request is made at a time when the person is not actually required to  
1874 render services to the District. The unit member shall make advance  
1875 arrangements with Human Resources to review the personnel file.

1876 29.3 Information of a derogatory nature shall not be entered or filed in the  
1877 personnel file unless and until the unit member is given notice and an  
1878 opportunity to review and comment thereon. A unit member shall have  
1879 the right to enter their comments thereon and have such comments  
1880 attached in any derogatory statement.

1881 **ARTICLE 30: SUPPORT OF AGREEMENT**

1882 The District and the Union agree that it is to their mutual benefit to encourage the  
1883 resolution of differences through the meet and negotiate process. Therefore, it is  
1884 agreed that the District and the Union will support this Agreement for its term and  
1885 will not appear before any public bodies to seek changes or improvement in any  
1886 matter subject to the meet and negotiation process, except by mutual agreement  
1887 of the District and the Union.

1888 **ARTICLE 31: COMPLETION OF NEGOTIATIONS**

1889 31.1 During the term of this Agreement, the Union expressly waives and  
1890 relinquishes the right to meet and negotiate, and agrees that the District  
1891 shall not be obligated to meet and negotiate with respect to any subject or  
1892 matter whether or not referred to or covered in this Agreement. It is  
1893 understood by the Union and the District that current Board policies which  
1894 specifically relate to the negotiable areas delineated in the Educational  
1895 Employment Relations Act will remain in full force and effect during the  
1896 term of this Agreement.

1897 31.2 The District will provide all school and department sites five (5) copies of  
1898 the negotiated agreement within 60 calendar days. The agreement will be  
1899 made available for bargaining unit members' reference. In addition, the  
1900 agreement will be posted on the District's web site.

1901 31.3 A copy of this contract will be sent to the Public Employment Relations  
1902 Board (PERB) to comply with Section 32120 of PERB Regulations  
1903 (California Administrative Code).

1904 **ARTICLE 32: SAVINGS PROVISIONS**

1905 If any provisions of this Agreement are held to be contrary to law by a court of  
1906 competent jurisdiction, such provisions will not be deemed valid and subsisting  
1907 except to the extent permitted by law, but all other provisions will continue in full  
1908 force and effect.

1909 **ARTICLE 33: TERM AND EXECUTION OF AGREEMENT**

1910 33.1 This Agreement entered into and effective upon ratification shall remain in  
1911 effect from the date of approval by the Berryessa Union School District  
1912 Board of Trustees up to and including June 30, 2016. This Agreement  
1913 shall remain in effect unless either party gives written notice of a desire to  
1914 reopen, modify, amend, or terminate.

1915 33.2 Notwithstanding Article 31, for the 2015-2016 year, the parties agree to re-  
1916 open Article 8 (Compensation and Benefits), and up to two (2) additional  
1917 articles selected by each party.

1918 33.3 This Agreement is a result of good faith meeting and negotiating between  
1919 Teamsters, Local 150 and the District, and was ratified by the Union on  
1920 January 8, 2015, and was approved by the Berryessa Union School  
1921 District Board of Trustees January 20, 2015.

1922 FOR THE  
1923 BERRYESSA UNION SCHOOL DISTRICT

FOR THE  
TEAMSTERS, LOCAL 150

1924 \_\_\_\_\_  
1925 Jennifer A. Brown  
1926 Assistant Superintendent, Human Resources

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

1927 Date: \_\_\_\_\_

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

1928

1929  
1930  
1931

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

1932

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

1933

1934


1935



## APPENDIX A: 2014-2015 SALARY SCHEDULE

TEAMSTERS UNION - LOCAL 150											
2014-2015 Effective July 1, 2014 5.5%											
Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6					
30.0	2187 (12.57)	2,272 (13.06)	2,363 (13.59)	2,457 (14.13)	2,555 (14.69)	2,664 (15.32)					
30.5	2286 (13.14)	2,352 (13.52)	2,462 (14.16)	2,556 (14.70)	2,655 (15.27)	2,765 (15.90)					
31.0	2190 (12.59)	2,284 (13.13)	2,383 (13.70)	2,492 (14.33)	2,593 (14.91)	2,701 (15.53)					
32.0	2383 (13.70)	2,492 (14.33)	2,593 (14.91)	2,701 (15.53)	2,824 (16.24)	2,957 (17.00)					
33.0	3110 (17.88)	3,247 (18.67)	3,381 (19.44)	3,521 (20.24)	3,656 (21.02)	3,793 (21.81)					
34.0	2658 (15.28)	2,773 (15.94)	2,892 (16.63)	3,020 (17.36)	3,161 (18.18)	3,296 (18.95)					
35.0	2981 (17.14)	3,100 (17.82)	3,225 (18.54)	3,362 (19.33)	3,505 (20.15)	3,651 (20.99)					
36.0	3130 (18.00)	3,252 (18.70)	3,381 (19.44)	3,514 (20.20)	3,650 (20.99)	3,795 (21.82)					
36.5	3183 (18.30)	3,322 (19.10)	3,465 (19.92)	3,604 (20.72)	3,743 (21.52)	3,887 (22.35)					
37.0	3044 (17.50)	3,173 (18.24)	3,300 (18.97)	3,435 (19.75)	3,570 (20.53)	3,715 (21.36)					
37.5	3106 (17.86)	3,238 (18.62)	3,364 (19.34)	3,496 (20.10)	3,639 (20.92)	3,780 (21.73)					
38.0	2957 (17.00)	3,084 (17.73)	3,218 (18.50)	3,369 (19.37)	3,526 (20.27)	3,671 (21.11)					
38.5	2959 (17.01)	3,105 (17.85)	3,265 (18.77)	3,429 (19.72)	3,595 (20.67)	3,780 (21.73)					
39.0	3218 (18.50)	3,373 (19.39)	3,526 (20.27)	3,671 (21.11)	3,842 (22.09)	4,013 (23.07)					
40.0	3373 (19.39)	3,526 (20.27)	3,671 (21.11)	3,842 (22.09)	4,013 (23.07)	4,200 (24.15)					
41.0	3526 (20.27)	3,671 (21.11)	3,842 (22.09)	4,013 (23.07)	4,200 (24.15)	4,382 (25.20)					
42.0	3671 (21.11)	3,842 (22.09)	4,013 (23.07)	4,200 (24.15)	4,382 (25.20)	4,585 (26.36)					
43.0	3657 (21.03)	3,811 (21.91)	3,966 (22.80)	4,118 (23.68)	4,273 (24.57)	4,429 (25.47)					
44.0	3783 (21.75)	3,954 (22.73)	4,133 (23.76)	4,328 (24.89)	4,515 (25.96)	4,725 (27.17)					
Group	Position	Group Position									
39.0	A.V. Technician	32.0	Food Services Assistant II								
39.0	Bus Dispatcher (Lead)	36.0	Grounds Worker								
37.5	Bus Driver	38.0	Grounds Worker II								
38.0	Bus Driver/Mechanic II	43.0	Grounds Worker-Lead								
42.0	Bus Driver/Trainer	43.0	Maintenance Worker III								
40.0	Computer Repair Technician I	40.0	Maintenance-Grounds Worker								
44.0	Computer Repair Technician II	44.0	Mechanic (Lead)								
35.0	Custodian (Night)	41.0	Mechanic III								
34.0	Custodian (Non-Lead Day)	36.0	Mower Operator								
37.0	Custodian-Lead	32.0	Reprographic Assistant								
36.5	Delivery Person	42.0	Transportation Coordinator								
40.0	District Reprographics Technician	35.0	Utility Crew								
44.0	Energy Technician	40.0	Warehouse Worker (Lead)								
30.5	Food Services Assistant I										

Board Approve date: January 20, 2015

Signature  Date 1/22/2015

## **APPENDIX B: BP4219**

BP 4219

### **PERSONNEL: CLASSIFIED**

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

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

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

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

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

- 2.1 Incompetency or inefficiency.

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

employees while on duty.

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

- 2.26 Failure to possess or keep in effect any license, certificate or other similar requirement specified in the law or the employee's class specification or otherwise necessary for the employee to perform the duties of the position.

3. Progressive Discipline

3.1 Progressive Discipline

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

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

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

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

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

3.2 Discipline Without Progression

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

4. Procedure for Discipline

4.1 Preliminary Written Notice

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

4.2 Notice of Intention to Suspend or Demote or Dismiss

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

#### 4.3 Employee's Status

- 4.3.1 Administrative Leave. Any permanent classified employee may be placed on administrative leave from duty with pay pending a determination of whether or not discipline will be recommended by the Superintendent.
- 4.3.2 Suspension. An employee against whom dismissal is recommended shall be suspended without pay from the date of the intent to dismiss notice until the effective date of his/her dismissal.

#### 4.4 Sex or Narcotics Offenses: Compulsory Leave

- 4.4.1 Any classified employee charged with the commission of any sex offense as defined in, but not limited to, Education Code Section 44010, or with the commission of any narcotics offense as defined in, but not limited to Education Code Section 44011, may be placed upon compulsory leave of absence pending a final disposition of such charges.
- 4.4.2 An employee placed on compulsory leave shall continue to be paid his or her regular salary during such leave if he or she furnishes to the District a suitable bond as a guarantee that the employee will repay the salary paid during the compulsory leave in case the employee is convicted of such charges, or fails to return to service following expiration of the compulsory leave. If the employee does not furnish a bond and if the employee is acquitted of such offense or the charges dropped, the District shall pay the employee upon his or her return to service the full amount of salary which was withheld during the compulsory leave.

#### 4.5 Appeal Procedure for Suspension Without Pay or Demotion or Dismissal

- 4.5.1 Hearing Authority. The hearing will be conducted before a Hearing Officer mutually selected by the Governing Board, or designee, and bargaining unit representative.
- 4.5.2 Notice of Hearing. The Hearing Officer shall set the matter for hearing and shall give the employee at least twenty (20) calendar days' notice in writing of the date and place of the hearing. The hearing and the Board's consideration of the Hearing Officer's proposed decision shall be conducted in closed session unless the employee requests an open hearing in the employee's written request for a hearing.

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

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

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

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



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

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

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

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

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

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

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

## APPENDIX C: EDUCATION CODE SECTION 45117

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

## **APPENDIX D: CLASSIFICATIONS**

BERRYESSA UNION SCHOOL DISTRICT

TEAMSTERS LOCAL 150

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

\*Inactive Classifications at the time of publication

**APPENDIX E**  
**BERRYESSA UNION SCHOOL DISTRICT**  
**FAMILY AND MEDICAL CARE LEAVE AND**  
**PREGNANCY DISABILITY LEAVE GUIDELINES**

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

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

**I. Family Care & Medical Leave**

**A. Eligibility**

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

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

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

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

parentis” means in the place of a parent; instead of a parent; charged with a parent’s rights, duties, and responsibilities. It does not require a biological or legal relationship.

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

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

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

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

- 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 servicemember 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 servicemember.

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

**D. Minimum Duration Of Leave**

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

**E. Pay Status And Benefits**

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

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

Any leave of absence that qualifies as family care and medical leave and is designated by the District as family care and medical leave will be counted as running concurrently with any other paid or unpaid leave to which the

employee may be entitled for the same qualifying reason under the collective bargaining agreement or District policy.

G. Relationship To Pregnancy Disability Leave

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

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

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

I. Medical Certification

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



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

J. District's Response To Leave Request

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

K. Dual Parent Employment

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

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

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

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

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

A. PDL Entitlement

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

B. Intermittent or Reduced Schedule Leave

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

C. Relationship of PDL to FMLA and CFRA Leaves

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

D. Pay Status and Benefits

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

District Recovery of Fringe Benefits Premiums

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