NEGOTIATED AGREEMENT

BETWEEN

TEAMSTERS LOCAL UNION 150

AND

THE GOVERNING BOARD AND ADMINISTRATION

OF THE

BERRYESSA UNION SCHOOL DISTRICT

July 1, 2025 – June 30, 2028

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PREAMBLE

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

ARTICLE 1: RECOGNITION

The District confirms its recognition of the Union as the exclusive representative for that unit of employees recognized by the Certification of Representative by 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

Union 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 Posting Information

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 Dues and Fees

3.3.1 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.

3.3.2 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.

3.3.3 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.

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

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

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

3.4 Unit Member Contact Information

The District shall provide the Union with a list of names and contact

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

- Full name,
- Job title,
- Department,
- Primary worksite,
- Hire date,
- Work telephone number,
- Home address, and
- Personal telephone numbers and email addresses on file with the District, if any.

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

3.5 Union Access to New Employee Orientation

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

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

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

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

ARTICLE 4: EMPLOYEE RIGHTS

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

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

Any employee called into an investigation meeting that could lead to discipline shall be given representation unless that employee signs a written waiver of representation.

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

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

4.5 Respectful, Fair, Treatment: Teamsters Local 150 and the District agree that mutual respect and professional treatment in the workplace is expected as outlined in Board Policy 1313 ("Civility"). Unit members shall use the procedures available under Board Policy/Administrative Regulations to pursue complaints pursuant to this section instead of the grievance procedure.

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.

7.4 Level 1 - Immediate Supervisory Administrator

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

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

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

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

7.5 Level 2 - District Level Administrator

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

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

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

7.6 Level 3 - Superintendent

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

the Superintendent.

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

7.7 Level 4 - Arbitration

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

7.7.2 **Optional Resolution Procedures**

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

7.7.2.1 **Option 1 - Grievance Resolution Panel**

7.7.2.1.1 The parties may mutually agree to convene a joint Grievance Resolution Panel consisting of two (2) representatives selected by the Union and two (2) representatives selected by the District. The representatives to the Grievance Resolution Panel shall not be District employees. The cost, if any, for these representatives will be borne solely by the party appointing the representative.

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

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

7.7.2.2 **Option 2 - Informal Arbitration**

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

7.8.3 **Formal Arbitration**

7.8.3.1 **Selection of the Arbitrator**

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

7.8.3.1.2 If the parties do not reach agreement regarding the selection of an arbitrator, the parties will request that the California State Conciliation Service or the American Arbitration Association supply a list of arbitrators. Thereafter, the parties shall select the arbitrator from the list by each party alternately striking a name, until one name remains. The party striking first shall be determined by a flip of a coin.

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

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

7.8.3.2 **Functions Of The Arbitrator**

7.8.3.2.1 To hold a hearing concerning the grievance.

7.8.3.2.2 To render a written decision to the Union and the District.

7.8.3.3 **Powers and Limitations of the Arbitrator**

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

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

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

7.8.3.3.4 The arbitrator shall have no authority to interpret any state or federal law when the compliance or non-compliance therewith might be involved in the
consideration of the grievance or to award punitive damages.

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

7.8.3.4 **Advisory Decision**

7.8.3.4.1 The Board of Trustees shall consider the advisory decision of the arbitrator at its next scheduled meeting. The Board of Trustees, at its option, shall accept, modify or reject the arbitrator's decision.
In the event the Board of Trustees takes no action within ten (10) days of the meeting, the decision of the arbitrator shall be the decision of the Board of
Trustees. If the Board of Trustees elects to modify or reject the decision of the arbitrator, the grievant may request a hearing for the next regular meeting of
the Board of Trustees.

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

ARTICLE 8: COMPENSATION AND BENEFITS

8.1 Salary

2025-2026 Salary

8.1.1 Effective July 1, 2025, all salary schedules will be increased by 2.0% The salary schedule increase shall be applied only to base salary.

2026-2027 Salary

Effective July 1, 2026, all salary schedules will be increased by three percent (3.0%) ongoing.

8.1.2 For 2025-2026 school year only Teamsters shall receive the same 1) salary schedule increase (only applicable if expressed as a percentage of across-the board increase to the salary schedule) , and/or 2) off-schedule payment (only applicable if expressed as a one-time, off-schedule payment of a percentage of the salary schedule), and/or 3) increase in the employer contribution to health and welfare benefits (only applicable if expressed as a function of the hard dollar increase to the current employer contribution to unit member health and welfare benefits) received by the California School Employees Association ("CSEA") and the California Teachers Association Berryessa ("CTAB"). If CSEA and CTAB receive different increases in any of the three above categories greater than that not received by Teamsters, then Teamsters shall have the opportunity to reopen negotiations under this Article as to only the category of increase (defined as 1-3 above) received either by CTAB or CSEA, and not received by Teamsters.

This provision shall not apply to an increase negotiated with CTAB or CSEA that involves an allocation of total compensation that the union may allocate between a salary schedule increase, one-time off-schedule payment, and/or towards health and welfare benefits, with such allocation being at the unit's election. This "Me-Too" provision shall only apply to an agreement with CTAB and/or CSEA that includes a salary schedule increase, off-schedule payment, and/or increase in the employer contribution to health and welfare benefits expressed as a function of the hard dollar increase to the current employer contribution.

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 **2026-2027 Health and Welfare Benefits**

Effective the first day of the month after the District governing board approves the amendments to this Agreement, the District will provide to each eligible full-time unit member the following maximum contributions:

8.2.1.1 For Kaiser Participants:

Employee Only: 100% of the Kaiser 15 plan
Employee + One: 95% of the Kaiser 15 plan
Employee + Family: 90% of the Kaiser 15 plan

8.2.1.2 For current Anthem Participants:

Employee Only: $26,800
Employee + One: $26,800
Employee + Family: $26,800

8.2.1.3 For newly hired Teamsters bargaining unit employees, the maximum District medical contribution shall be equal to the contribution established above for the Kaiser participants.

8.2.1.4 The supplemental benefits contribution shall be prorated for part-time unit members as described in Section 8.4.

8.2.1.2.4 Notwithstanding Subsections 8.2.1.1, 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 will not exceed the greater of $1,075.00 per month or the applicable plan cap listed in Section 8.2.2.1 or 8.2.1.2, pro-rated pursuant to Section 8.4.2.

8.3 Dental and Vision Premiums

Until the Joint Powers Authority (JPA) through which the District secures its dental insurance moves away from the composite rate and into a tiered dental insurance premium plan, the District will pay the cost of the dental and vision insurance premiums, up to the combined total of the Delta Dental composite rate and the Vision Services composite rate for full-time employees. All eligible unit members working at least 0.5 FTE are required to participate in dental and vision programs. The District will pay, for any unit member required to participate in the District's dental and vision insurance plan, the full cost of the dental and vision insurance premiums in an amount up to the full cost of premiums for the JPA's Delta Dental and/or VSP "High Plan" for the tier in which the unit member is enrolled (single/two-party/family) as authorized by the JPA. Unit members may elect to enroll in the Delta Dental and/or VSP "Premium Plan," as allowed by the JPA, and shall be responsible to pay any premium cost above the "High Plan" premiums for the tier in which the unit member is enrolled. Any additional premium costs shall be deducted from the unit members' paychecks.

8.4 Part-Time Unit Members

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

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

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

8.5 Domestic Partners

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

8.6 Retiree Medical Benefits

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

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

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

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

8.6.2.3 In addition to the District Basic Contribution, for retired unit members with at least 20 and up to 30 years of District service, the District shall provide dental and vision coverage and an amount for unit member only medical coverage that, when added to the District Basic Contribution

required by Section 8.2.1.1, will not exceed the Kaiser single party rate in effect on the date the unit member's retirement becomes effective. This rate cap shall be increased by 5% on January 1 of the first year after the effective date of the unit member's retirement, and shall be increased by an additional 5% on January 1 of the second year after the effective date of the unit member's retirement.

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

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

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

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

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

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

8.6.6 The payment of any premiums required under the provisions of Section 8.5 will continue until the unit member retiree is eligible for Medicare or reaches the age of 65, whichever event occurs first. When the unit member retiree is eligible for Medicare or reaches the age of 65 (whichever occurs first), the unit member retiree shall be eligible only for

the District Basic Contribution as required by Section 8.2.1.1 and Government Code Section 22892, and only to the extent that such contribution is required by law.

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

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

8.6.9 Purchase Option for Retirees: Retired unit members who do not otherwise qualify for retiree benefits under this Article 8.12 of this Agreement may purchase medical benefits for themselves, and their spouses or domestic partners, at the retiree's own cost; provided the insurance carriers permit the retirees to do so and the retirees satisfy the insurance carrier's eligibility requirements. The District shall not incur any out-of-pocket costs for providing benefits under this provision. The amount paid by the retiree shall include the administrative costs for the program.

8.7 Longevity

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

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

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

Beginning of the 7th consecutive year	4% increase in base salary
Beginning of the 12th consecutive year	7% increase in base salary

Beginning of the 17th consecutive year	10% increase in base salary
Beginning of the 21st consecutive year	13% increase in base salary
Beginning of the 25th consecutive year	16% increase in base salary

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

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

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

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

8.8 Step Increases

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

Effective July 1, 2015, the step increase will be restored for any unit member(s) below step 6 on July 1, 2015 as a result of step freeze that was effective August 1, 2010 pursuant to Section 8.9 of the Negotiated Agreement between the District and Teamsters Local 150 in effect for the

2010-2011 year. Before this section is implemented, the District and Teamsters will agree upon a list of the unit member(s) affected by the 2010-11 step freeze who had not attained the maximum step placement (step 6) by July 1, 2015. This determination shall not be subject to the grievance provisions of Article 7. Any unit member who believes the step change determination is in error must notify the District of the alleged error no later than May 27, 2016. The District and Union will meet to consider and resolve the unit member's claim within thirty (30) days of receipt.

8.9 Shift Differential

A full-time unit member shall receive a five percent (5%) shift differential above the regular rate of pay for all hours worked after 2 p.m. provided that such employee's regular work shift schedule consists of a least five
(5) hours per day after 2:00 p.m. Part-time employees whose regular work shift is entirely scheduled after 2:00 p.m. shall receive a five percent (5%) shift differential above the regular rate of pay.

8.10 School Custodian CNS Differential

Each full-time custodian assigned to a middle School, and each full-time custodian assigned to an elementary school with an enrollment exceeding 575 students shall receive a five percent (5%) differential above the regular rate of pay for the custodian classification. An elementary school's enrollment for the school year shall be based upon the enrollment reported by the District on CalPADS census day in October of each school
year.

For 2025-2026, the 5% differential shall be effective as of the date of mutual ratification of this agreement for eligible unit members.

For 2026-2027 and subsequent years, the 5% differential shall be applied retroactive to July 1 of that school year for eligible unit members upon the District's enrollment report on CalPADS census day in October.

Effective as of the date of mutual ratification of this agreement, each CNS employee assigned to a Middle School, if not already so designated, shall be reclassified as a CNS II.

8.11 Professional Growth

8.11.1 **Establishment of Professional Growth Committee**

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

8.11.2 **Duties of the Committee**

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

8.11.3 **Professional Growth Requirements**

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

8.11.4 **Unit Evaluation Requirements**

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

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

8.11.4.3 Credit for classes in adult education or other approved education experience (including seminars, trade classes, and workshops) will be granted as 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

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

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

8.11.4.6 Professional growth credit will not be granted for courses, seminars, and/or workshops paid for by the District or attended on District time.

8.11.5 **Procedures**

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

8.11.5.2 Applicants shall submit the signed form to the Human Resources office. Upon receipt, Human Resources shall distribute applications to the Teamsters Professional Growth Committee Member

8.11.5.3 The Teamsters Committee Member shall indicate on the application that they approve or deny the request, and shall submit the application to the Assistant Superintendent of Human Resources for approval within five (5) work days. The Assistant Superintendent of Human Resources shall indicate on the application form that they approve or deny the request within five (5) work days of receipt of the application. If both the Teamsters Committee Member and the Assistant Superintendent of Human

Resources approve the request, the application is considered complete and the applicant may begin approved courses. If both deny the request, the application is considered complete and the application is denied.

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

8.11.5.5 It is the responsibility of the applicant 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 shall be filed by the applicant with Human Resources within three (3) months of completing the class.

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

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.

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

8.13 Private Disability

The District agrees to install and administer a state or private disability plan selected by the Union to be paid for by the employees. Participation in the plan by unit members is mandatory.

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 third 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.

9.4 Principal Input on Evaluations

When a custodian is regularly assigned to a school site, if the site principal is not the official evaluator, the site principal shall be provided the opportunity to submit written input regarding the employee's performance as part of the formal evaluation process.

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 submit a Job Transfer Request. 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.

10.2 Failure To Complete Promotional Probation

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

10.3 Administrative Transfer

10.3.1 **Definition**

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

10.3.2 **Transfer**

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

10.3.3 **Accommodation For Disability**

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

10.3.4 **District Reorganization**

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

10.4 Substitute Service While Filling Vacancy

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

10.5 Part-Time Unit Members Working As Substitutes

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

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

10.6 Promotional Pay

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

ARTICLE 11: LEAVE PROVISIONS

11.0 Catastrophic Leave

The Memorandum of Understanding reached between the parties in November, 2018 on "Catastrophic Leave" shall be replace in its entirety as follows:

Teamsters Catastrophic Leave Bank Program and Committee All provisions of this article are governed by Education Code 44043.5 and BUSD Board Policy and Administrative Regulation 4161.9. Criteria to Participate in the Teamsters Catastrophic Leave Bank Program Participation in the program is voluntary, but the bargaining unit member must donate sick leave to the program as set forth in this article to be eligible to receive Catastrophic Sick Leave. Any unit member that is out on a medical leave of absence as of the date of the ratification of this agreement shall be granted eligibility to join the Teamsters Catastrophic Leave Bank Program for the 2022-2023 school year.

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

Eligibility to Participate, Enrollment, and Donations

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

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

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

Annually, on the first day of July, thereafter, participants shall have the

equivalent of one day's sick leave deducted from their annual sick leave balance and donated to the bank. The donation is irrevocable.
In the event that the leave bank falls below 25 day, unit members shall be solicited for additional donated days.

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

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

Withdrawal from the Program

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

Catastrophic Leave Requests

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

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

Any unused leave shall be return to the bank.

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

1. A joint Association- District Teamsters Committee comprised of two representatives shall administer the provisions of the article.

2. The duties of the joint District- Teamsters committee-established by

this section shall include the following:
a) Receive District determination as to whether unit member is eligible for catastrophic leave.

b) Receive District recommendation as to the number of donated days to be granted, if any, considering such factors as the anticipated duration of the illness and previous use of sick leave and leave pursuant to this section.

c) Establish procedures for requesting and for donating catastrophic leave credits. Any procedures established shall have the express approval of both parties.

d) Approve and designate appropriate forms for donating and requesting catastrophic leave credits.

e) Committee members shall be bound by appropriate rules of confidentiality.

f) The Committee's decisions shall be final and binding and shall not be subject to the grievance procedure.

11.1 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 A unit member who is absent for any reason must report by telephone or email to the unit member's department head or designee and log the absence in the SmartFind Express System no later than one hour prior to their start time on the first day of such absence, unless prior approval has been obtained, or unless the reason for the absence arises less than one hour prior to their start time, in which case the unit member shall provide notice as soon as practicable. Failure to report an absence is considered a serious offense and continual failure to submit such a report will be considered grounds for dismissal.

11.2.2 Whenever an illness/injury 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 that the physician has determined the nature of the illness/injury, and that it renders the unit member unable

to work. However, in the event of habitual absences, the District may require a physician certifying that the physician after an absence of three or more consecutive days. The physician's statement shall be specific as to the expected duration of the unit member's absence due to the illness/injury. At reasonable intervals thereafter, the District may require from the employee additional written statements by a physician certifying the continuing inability to work.

11.2.3 In the event of a scheduled sick leave absence (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 absence.

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.

11.3 Paid Sick Leave

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

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

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

11.3.4 Pay for any day of sick leave shall be based upon the same hours, exclusive of premium hours the employee was scheduled

to work and would have worked that day but shall not be paid for less than the employee's assigned hours. When an employee's sick pay exceeds his/her normally or averaged hours, the difference shall be deducted from the employee's sick leave account in increments equal to that overage.

11.3.5 Sick leave absence shall be deducted in fifteen (15) minute increments of sick leave. Such leaves of fifteen (15) minutes or less shall be equal to fifteen (15) minutes.

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

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

11.4 Labor Code Section 233 Sick Leave Use (Formerly "Kin-Care")

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

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

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

11.4.2 For purposes of this Section 11.4, "child" means a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child to whom the unit member stands in loco parents (regardless of the age or dependency status of the child); and "parent" means a biological, foster, or adoptive parent, stepparent, or legal guardian of the unit member or the unit member's spouse or registered domestic partner, or a person who stood in loco parentis when the unit member was a minor child.

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

11.5 Additional Sick Leave

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

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

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

11.6 Termination of Sick Leave

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

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

11.7 Industrial Accident and Illness Leave

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

11.7.1.1 An employee suffering an injury or illness arising out of and in the course and scope or his/her employment shall be entitled to a leave of sixty (60) working days in any one fiscal year for the same accident. This

leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred. Industrial accident or illness leave will commence on the first day of absence. If within the sixty (60) working day period, an employee who is on leave is released by a medical practitioner to return to work without restrictions, the employee shall assume his/her normal duties on the second working day following his/her release.

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

11.7.1.3 During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off or other available leave provided by law or the action of a governing board, the employee shall endorse to the District wage loss benefit check received under the Worker's Compensation laws of this state. The District, in turn shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. When all available leaves of absences, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the position, or the employee is not in another position, they shall be placed on a re-employment list for a period of 39 months. When available, during the 39-month period,

he/she shall be employed, provided the employee is medically able, in a vacant position in the classification previously held over all other available candidates except for re-employment lists established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations. Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Board of Trustees authorizes travel outside the state.

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

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

11.8 Bereavement Leave

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

11.9 Paid Parental Leave

11.9.1 **Definition of Parental Leave**

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

11.9.2 **Eligibility for Parental Leave Differential Pay**

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

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

11.9.3 **Calculation Of Parental Leave**

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

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

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

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

11.10 Sick Leave for Personal Necessity

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

11.10.1 Business of an emergency or urgent nature, accidents, family illness, court appearances, death, imminent danger to home or personal property, and other unforeseen occurrences that require the unit member's presence are representative of those situations that constitute personal necessity. Personal necessity leave may not be used for purposes other than those described in this Section. Medical and dental appointments meet the definition of sick leave as stated in section 11.2.5.2. Personal necessity leave may not be used for the purpose of extending a weekend, vacation, or holiday.

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

11.10.3 Unit members shall seek prior approval for utilization of personal necessity days no less than ten (10) business days prior to the proposed first day of Personal Necessity Leave (or, if the need for Personal Necessity Leave arises less than 10 business days, no later than the business day after the need becomes known to the unit member), except when prior approval is not reasonably possible due to the circumstances of the need for the leave or where not required by Education Code section 45207.If the unit member's immediate supervisor denies the request for Personal Necessity Leave, the unit member may appeal the decision to the Assistant Superintendent of Human Resources. The unit member shall inform his/her supervisor of the general nature of the personal necessity, but shall not be required to provide personal and private details beyond the information required to demonstrate that the leave qualified for personal necessity. (Education Code Section 45207)

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

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

11.11 Family Medical Leave and Pregnancy Disability Leave

Unit members are eligible for leave without pay under the federal Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and California's Pregnancy Disability Leave law. This leave is subject to the rules and regulations implementing the Acts.

These rules and regulations are attached to this Agreement as Appendix E.

11.12 Official Business

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

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

11.13 Legal Commitments and Transactions

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

11.14 Military Leave

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

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

11.14.3 **Military Service-Connected Disability Leave**

As required by Education Code Section 45191.5, in addition to any other entitlement for leave of absence for illness or injury with pay, a unit member hired on or after January 1, 2017, who is a military veteran with a military service-connected disability rated at thirty percent (30%) or more by the United States Department of Veterans Affairs shall be entitled to leave of absence for illness or injury with pay of up to twelve

(12) days for the purpose of undergoing medical treatment for the unit member's military service-connected disability.

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

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

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

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

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

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

11.15 Other Leaves Required By Law

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

11.16 Leave Of Absence Without Pay

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

11.16.1.1 Leave of absence without pay may be granted to a permanent classified bargaining unit employee who has exhausted all entitlement to sick

leave, vacation, and other available paid leave and who is absent because of illness/disability.

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

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

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

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

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

11.18 Leave for Victims of Domestic Violence (Proposed New)

11.18.1 Unit members requesting leave of absence as a victim of domestic violence under Labor Code 230 shall give their supervisor reasonable notice before such leave is taken, unless advance notice is not feasible. (Labor Code section 230(d).) Unit members requesting such leave shall make their best efforts to provide their supervisor no less than three (3) school days' notice of such leave.

11.18.1.1 If the unit member is unable to provide advance notice before taking leave of absence for domestic violence, the District shall not take any action against the unit member if the unit member, within a reasonable time after the absence, provides any of the following to the District: 1) a police report indicating that the unit member was a victim; 2) a court order separating the

unit member from the perpetrator, or other evidence from the court or prosecuting attorney that the unit member has appeared in court; 3) documentation from any of the individuals identified in Labor Code 230(d)(2)(C) that the unit member was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse; 4) any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the unit member, or an individual acting on the unit member's behalf, certifying that the absence was authorized under Labor Code section 230 or 230.1.

11.18.1.2 The District shall keep any documentation provided by the unit member under Article 11.18.1.1 confidential, and shall not disclose it except as required by federal or state law or as necessary to protect the unit member's safety in the workplace. The unit member shall be given notice before any authorized disclosure.

11.18.2 Unit members may take leave of absence as a victim of domestic violence under Labor Code 230 for the following reasons: the unit member is 1) a victim of a crime; 2) appearing in court as a witness in any judicial proceeding under a subpoena or court order; or 3) obtaining any relief in a court of law on behalf of a victim of domestic violence or their child. (Labor Code section 230(b), (c).)

11.18.3 A unit member may use sick, vacation, personal leave, or compensatory time off that is otherwise available to the unit member for any of the reasons set forth in Article 11.18.2.

ARTICLE 12: DISABILITY ACCOMMODATION

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

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

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

ARTICLE 13: PAYROLL ERRORS

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

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

ARTICLE 14: UNIFORM 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.

14.1.1 The District shall order new uniforms for all unit members in maintenance, grounds, custodial, and delivery persons no later than August 1, of each year. Unit members must submit their order by July 15 of each year in order to be included on the August 1 order date, otherwise their uniform order will be filled at the next schedule order.

14.2 Starting with the 2026-2027 school year, the District shall partner with a vendor to allow employees to purchase approved safety or work shoes as required for their job duties subject to of a maximum total of up to Three Hundred and fifty dollars ($350) per year. 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 Three Hundred and fifty dollars ($350) per year for the purchase of approved safety-related shoes or boots. The shoe allowance shall also cover the cost of shoe inserts, insoles, laces, and tough toe applications~~.~~

14.2.1 Following OSHA (Occupational Safety and Health Administration) regulations for employee footwear, District shoe/boot specifications include, yet are not limited to: have built-in toe caps; have a leather upper; have non-skid soles; be oil resistant; and won't conduct electricity.

14.2.2 District shoe specification for kitchen employees are based on OSHA (Occupational Safety and Health Administration) guidelines and include: slip resistant, closed-toe, non-porous (no mesh or canvas), and low heeled (under 2 inches).

14.2.3 Unit members are responsible for purchasing safety shoes that meet the specifications under 14.2.1and/or 14.2.2 and obtain department approval prior to wearing them. Unit members purchasing shoes under this Article prior to approval shall bear the risk and cost that the shoes will not be approved.

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.

14.6 The District shall provide a $100 sunglass allowance every 2 school years for unit members in the transportation, maintenance, grounds, warehouse and IT departments whose job descriptions require driving a vehicle (including delivery drivers)

14.7 Return of District Uniforms and Equipment

Upon separation from employment for any reason, the unit member shall return any item provided by the District under Article 14.1, 14.4, or 14.5 no later than three (3) business days after request. Should the unit member not return the item after two written (2) requests, the District may invoice the unit member for the cost of the unreturned item(s), based on the item(s) current value.

ARTICLE 15: PHYSICAL EXAMS

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

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

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.
Starting with the 2026-2027 school year, bargaining unit members shall have their accrued vacation leave cashed out at the end of every fiscal year if the unit member's vacation days exceed their allotment of carryover days. The allowable vacation carryover shall be one year of the employee's annual vacation allotment.

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

16.6 Vacation Scheduling

Vacation leave shall be scheduled and approved by the department head, principal, or administrator two weeks prior to the start date. Effort shall be made to enable vacation time to be taken at times mutually convenient to the employee, consistent with the needs of the service and the work load of the department. The district reserves the right, prior to the start of the school year, to "black out" a maximum of three separate weeks where vacation cannot be taken.

16.7 Ten-Month Employees

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

16.8 Twelve-Month Employees

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

16.8.1 Mandatory Vacation Days – 12-Month Employees

Twelve-month employees shall not be required to use vacation on any day the District designates as a non-workday occuring during the Thanksgiving or Winter (December/January) Break. Unit members electing not to use a vacation day for any such non-workday shall receive an unpaid leave of absence for such non-workday.

16.9 Holidays

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

16.10 Vacation Salary

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

16.11 Vacation Pay Upon Termination

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

ARTICLE 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.

17.6 Hours Worked

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

17.7 Part-Time Employees

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

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

17.8 Summer Work

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

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

ARTICLE 20: HOLIDAYS

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 Spring Break	Day before Spring Break
Last Monday in May	Memorial Day
June 19, or the preceding Friday or following Monday, per Ed. Code 37220) as a paid holiday.	Juneteenth
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

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

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

20.4 If an employee is required to work on a holiday, the member may elect to take an alternative day off or in addition to regular pay, be paid time and one-half.

ARTICLE 21: SAFETY

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

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

21.2.2 Unsafe, hazardous, or unsanitary conditions shall be corrected as soon as possible.

21.2 Designated classifications are to receive no more than three (3) pairs of safety shoes that meet OSHA standards once a year. Management will select styles of shoe or boot to be worn. Employees at their option and expense may select a different style safety shoe so long as the shoe meets OSHA standards. Employees shall be required to wear the purchased shoe at all times. Teamsters' shop steward to meet with the Director of School Facilities or designee to identify shoe or boot approved section.

21.3 The District's central safety committee shall include in its membership one employee selected by the Union and one non-management employee 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 bidding will occur twice a year: once in August for the regular school year, and once in June for the extended 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.

22.6 Mid-Day Shift

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

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

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

22.8 Special Trips

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

- Check-out and warm-up time
- Driving time to and from departure point and a scheduled trip
- Time necessary for administrative duties and clean-up of equipment

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

22.9 Extra Work

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

Drivers who work a field trip on a Saturday or Sunday shall receive a minimum of four (4) hours of pay. No unit member shall be required to obtain additional certification to perform the extra work under this Article.

22.10 Notice of Extra Work

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

22.11 Employee Availability

Drivers shall make every reasonable effort to be available for extra work that may be assigned between 7:00 a.m. and 5:00 p.m. Drivers shall give the

dispatcher no less than one (1) week notice, in writing, of medical- dental appointments, educational activities, court appearances, etc., unless personal emergency conditions exist. A master calendar for driver availability shall be posted in the dispatcher's office. Refusal to accept additional work assignments may result in assignments not being offered and/or disciplinary action taken.

22.12 Training And Upgrading Of Certificate

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

22.12.1 All bus drivers shall possess the necessary licenses and certifications to drive any bus in the BUSD yellow fleet. This includes and is not limited to air brakes. The training and certification shall be completed within one (1) calendar year from the date on which the District hires or retains a trainer. The District shall provide Teamsters written notification when it has hired/retained a trainer.

22.13 Training

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

22.14 Examinations

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

22.15 Driver Responsibility

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

22.16 Language Development Assignment Overtime

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

ARTICLE 23: BARGAINING UNIT WORK

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

ARTICLE 24: AFTER HOURS/ON-CALL SYSTEM

24.1 The Union and the District agree to an on-call system for bargaining unit members to accept calls related to break-ins or other emergencies at other than normal working hours.

24.2 The Union and the District agree that the maintenance of these guidelines should result in a fair distribution of on-call opportunities for participating unit members. Unit members who wish to participate will be placed on an on-call list maintained by the District.

24.3 To be qualified to provide on-call services pursuant to this Article, a unit member must be approved by the Director of Facilities or designee.

24.4 Each month the list will rotate so that the unit member who is first on the list one month will be placed last on the list the following month, and all other employees will move up on the list.

24.5 The unit member named first on the on-call list will be designated to receive calls to provide on-call services for a period of up to one month. The District designated security system provider shall initially contact a member of the District's management team to address the emergency. The District's management team member shall determine whether on-call services are required, and shall contact the unit member named first on the on-call list.

24.6 A unit member providing on-call services related to break-ins or other emergencies at other than normal working hours pursuant to this Article 24 shall be paid a stipend of One Hundred Dollars ($100) per week for being on-call to provide such services. This amount will be prorated if the unit member provides the on-call service for a partial week. This stipend is in place of and in lieu of any call back/call in pay the unit member may be entitled to pursuant to Article 18, Section 18.3 if he/she is required to report to work.

Each time they are called in to provide on-call services, unit members shall receive no less than three (3) hours of pay at a time and half rate, even if the time spent providing the on-call service is less than three hours. In the event that the unit member is called to provide on-call services more than once during the initial 3-hour period from the first call, the unit member shall not receive additional compensation. However, if a unit member receives an additional call to provide on-call services outside of the first three-hour period, the unit member shall receive no less than three hours of pay at a time and a half rate for the additional call. Unit members shall not receive additional pay for additional calls within each three-hour period. However, should on-call service require more than three hours of work beyond the

additional call, unit members shall receive hourly pay a time and half rate for each hour providing on-call service above three hours.

24.7 In the event that an insufficient number of unit members volunteer to provide on-call services, the District shall have the right to assign employees outside of the unit to perform such services.

This Memorandum of Understanding shall be in effect from the date of mutual execution until such time that it is replaced by successor MOU or contract article.

ARTICLE 25: COMMUNITY SERVICE VOLUNTEER DAYS

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

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

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

ARTICLE 26: COMPENSATION SURVEY

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

ARTICLE 27: DISCIPLINE

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

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

28.2.1 Notice to Unit Members: The District agrees to adhere to Education Code section 45117 if a unit member's services will not be required for the ensuing year due to lack of work or lack of funds. Procedures for layoff notice and right to hearing are set forth in Ed Code section 45117. If the District must eliminate classified positions as a result of the expiration of specifically funded program(s), the District shall provide written notice of the layoff to the unit member(s) and Teamsters no less than sixty (60) calendar days prior to the effective date of their lay off.

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 only, "classification" shall be those classifications in Appendix D.

Re-employment shall be in reverse order of layoff.

28.3.3 **Definition Of Length Of Service Seniority**

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

28.3.3.2 When the first date of paid service is the same, seniority shall be determined

by the total hours of service in the District. If total hours of service is the same, then seniority shall be determined by lot.

28.3.3.3 An employee shall have their date of hire adjusted whenever there is a break in service. A break in service for purposes of this Article shall mean:

) any resignation or retirement, or
) any unpaid status without leave.

In the event of a unit member undergoing a break in service under (a) or (b), the first date of paid service for the purposes of seniority shall that be rendered after resignation, retirement, or unpaid status without leave.

28.4 Displacement Rights

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

28.4.2 Displacement rights must be exercised within five (5) working days of the final May 14 notice of layoff. The District and Union will conduct a joint meeting before the end of this period with the employees affected by the layoff in order to explain displacement rights.

28.4.3 **Service In More Than One Position**

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

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

28.5 Re-Employment Rights

The displacement rights of unit members who are laid off shall be determined by applicable Education Code sections, including but not limited to section 45298.

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

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

28.6 Notification Of Re-Employment Openings

28.6.1 Any unit member who is laid off and is subsequently eligible for re-employment shall be notified in writing by the District of an opening in the same or related class held at the time of layoff. Such notice shall be sent by certified mail to the last address given the District by the laid off unit member. A copy of the notice shall be given to the Union. It shall be the responsibility of the laid off unit member to promptly notify the District of any change of address. Failure to provide the District with a current address shall result in the laid off unit member's name being eliminated from consideration for the open position and shall constitute an "offer" of employment under Section 28.6.2. The laid off unit member shall become re-eligible for future open positions, provided the laid off unit member notifies the District of his/her current address.

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

28.7 Seniority List

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

ARTICLE 29: PERSONNEL FILES

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

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

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

ARTICLE 30: SUPPORT OF AGREEMENT

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

ARTICLE 31: COMPLETION OF NEGOTIATIONS

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

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

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

ARTICLE 32: SAVINGS PROVISIONS

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

ARTICLE 33: EMAIL

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

ARTICLE 34: ("Term of Agreement")

New contract commencing July 1, 2025 and ending June 30, 2028, with openers for Article 8 (Compensation and Benefits) up to two additional articles for each party in 2026-2027 and 2027-2028.

For Berryessa Union School District:

03/25/26

Ricardo Cabrera

Assistant Superintendent
of Human Resources

For the Teamsters, Local No. 150:

03/25/26

Rocio Richards
Business Agent, Teamsters Local 150

For the Teamsters, Local No. 150

3/25/26

Johnny Salgado
Chief Shop Steward

APPENDIX A-1: BERRYESSA JOB FAMILY SCHEMATICS

Berryessa USD Job Families Schematic

Accounting & Related Classes	Range	Health Related Classes	Range
Accounting Technician I	9.5	Health Clerk	7.0
Accounting Technician II	11.5	Occupational Therapist	26.0
Accounting Technician III	15.0	Speech-Language Pathology Assistant	18.5
Accountant	17.5		
Accountant - Bond Budget	17.5	**Food Service Classes**	**Range**
Accounting Specialist	14.5	Child Nutrition Assistant I	31.5
Accounting Technician	12.5	Child Nutrition Assistant II	32.5
Budget-Computer System Specialist	15.0	CNS Cook	36.5
Payroll Technician	16.5	**Instructional Assistant Classes**	**Range**
Purchasing Specialist	13.0	Alternative Learning Center Instructional Associate	8.0
		AVID Tutor	5.0
Secretarial Clerical & Related Classes	**Range**	Bilingual Aide	5.0
Administrative Assistant/Communication	16.0	Behavior Management Technician I	11.7
Administrative Secretary - Support Services	11.5	Behavior Management Technician II	14.7
Administrative Secretary - CNS	11.0	Case facilitator	25.0
Administrative Secretary - Principal	11.0	Child Aide	5.0
Assessment Clerk	10.0	Computer Instructional Associate	7.0
Categorical Programs Technician	13.5	English Learner (EL) Newcomer Aide	8.0
Clerk Typist, Categorical Program	7.0	English Learner (EL) Community Liaison	6.5
Child Nutrition Clerk	7.0	ESL Tutor	8.0
Computer Clerk	8.0	Instructional Associate	5.5
District-Student Information Clerk	16.5	Math/Science Lab Associate	6.0
District-Librarian Assistant	8.0	Migrant Instructional Associate	5.0
Education Services Center Clerk	8.0	Migrant Health Statistical Aide	8.0
Executive Assistant, Education Services	13.0	Program Reading Tutor	5.5
Executive Assistant/Operations	13.0	Special Education Paraeducator I	7.0
Information Clerk	7.0	Special Education Paraeducator II	8.0
Office Assistant	8.0	Special Education II * With Certification	9.0
Operations Department Clerk	8.0	**Utility Classes**	**Range**
School Clerk	8.0	School Bus Instructor/Dispatcher	46.0
School Community Liaison	10.0	Bus Dispatcher (Lead)	39.0
Second Language Translator	8.0	Bus Driver	40.0
Senior Executive Assistant	16.5	Bus Driver/Mechanic II	38.0
Special projects manager	16.5	Bus Driver/Trainer	42.0
Substitute Services Specialist	10.0	Custodian	37.0
		Delivery Person	39.0
Technology Classes	**Range**	Energy Technician	44.0
A.V. Technician	39.0	Groundsworker	36.5
District Reprographics Technician	40.0	Groundsworker II	38.0
District Medical Resource Technician	11.0	Groundsworker (Lead)	45.0
Duplicating Machine Operator	5.5	HVAC Technician	47.0
School Library/Multi Media Technician	8.0	Maintenance-Grounds Worker	40.0
Technology Support Specialist I	40.0	Maintenance Worker III	43.0
Technology Support Specialist II	44.0	Mechanic (Lead)	46.0
Technology Support Specialist III	46.0	Mechanic III	41.0
Reprographics Assistant	32.0	Mower Operation	36.0
Reprographics Specialist/Driver	39.0	Transportation Coordinator	42.0
Student Safety Classes	**Range**	Utility Crew	35.0
Noon Duty Supervisors	3.5	Warehouse Worker (Lead)	40.0

Revised 4-17-26

APPENDIX A-2: 2025-2026 SALARY SCHEDULE

TEAMSTERS UNION - LOCAL 150

2025-2026 Salary Schedule Effective July 1, 2025 2% Increase over 2024-2025

	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6	
Group	Mo.	Hr.	Mo.	Hr.	Mo.	Hr.	Mo.	Hr.	Mo.	Hr.	Mo.	Hr.
30.0	3,119	(17.93)	3,242	(18.64)	3,371	(19.38)	3,506	(20.16)	3,644	(20.95)	3,801	(21.85)
30.5	3,259	(18.74)	3,357	(19.30)	3,512	(20.19)	3,645	(20.96)	3,786	(21.77)	3,942	(22.67)
31.0	3,123	(17.96)	3,257	(18.73)	3,400	(19.55)	3,554	(20.43)	3,699	(21.27)	3,853	(22.15)
31.5	3,585	(20.61)	3,691	(21.22)	3,864	(22.22)	4,011	(23.06)	4,163	(23.94)	4,335	(24.93)
32.0	3,400	(19.55)	3,554	(20.43)	3,699	(21.27)	3,853	(22.15)	4,027	(23.15)	4,218	(24.25)
32.5	3,739	(21.50)	3,908	(22.47)	4,069	(23.40)	4,237	(24.36)	4,429	(25.47)	4,640	(26.68)
33.0	4,435	(25.50)	4,632	(26.63)	4,822	(27.73)	5,022	(28.88)	5,214	(29.98)	5,410	(31.11)
34.0	3,790	(21.79)	3,957	(22.75)	4,126	(23.72)	4,308	(24.77)	4,507	(25.91)	4,702	(27.04)
35.0	4,251	(24.44)	4,422	(25.43)	4,600	(26.45)	4,794	(27.56)	4,999	(28.74)	5,206	(29.93)
36.0	4,465	(25.67)	4,638	(26.67)	4,822	(27.73)	5,012	(28.82)	5,205	(29.93)	5,413	(31.12)
36.5	4,538	(26.09)	4,738	(27.24)	4,942	(28.42)	5,140	(29.55)	5,338	(30.69)	5,543	(31.87)
37.0	4,342	(24.97)	4,526	(26.02)	4,706	(27.06)	4,899	(28.17)	5,092	(29.28)	5,299	(30.47)
37.5	4,431	(25.48)	4,620	(26.56)	4,799	(27.59)	4,987	(28.67)	5,190	(29.84)	5,391	(31.00)
38.0	4,218	(24.25)	4,397	(25.28)	4,591	(26.40)	4,804	(27.62)	5,029	(28.92)	5,236	(30.11)
38.5	4,220	(24.26)	4,430	(25.47)	4,656	(26.77)	4,890	(28.12)	5,127	(29.48)	5,391	(31.00)
39.0	4,591	(26.40)	4,811	(27.66)	5,029	(28.92)	5,236	(30.11)	5,479	(31.50)	5,724	(32.91)
40.0	4,811	(27.66)	5,029	(28.92)	5,236	(30.11)	5,479	(31.50)	5,724	(32.91)	5,990	(34.44)
41.0	5,029	(28.92)	5,236	(30.11)	5,479	(31.50)	5,724	(32.91)	5,990	(34.44)	6,248	(35.92)
42.0	5,236	(30.11)	5,479	(31.50)	5,724	(32.91)	5,990	(34.44)	6,248	(35.92)	6,538	(37.59)
43.0	5,216	(29.99)	5,437	(31.26)	5,656	(32.52)	5,873	(33.77)	6,096	(35.05)	6,315	(36.31)
44.0	5,395	(31.02)	5,640	(32.43)	5,894	(33.89)	6,174	(35.50)	6,441	(37.03)	6,739	(38.75)
45.0	5,585	(32.11)	5,835	(33.55)	6,100	(35.07)	6,388	(36.73)	6,665	(38.32)	6,975	(40.10)
46.0	5,780	(33.23)	6,040	(34.73)	6,313	(36.30)	6,611	(38.01)	6,898	(39.66)	7,218	(41.50)
47.0	5,984	(34.41)	6,254	(35.96)	6,534	(37.57)	6,842	(39.34)	7,140	(41.05)	7,472	(42.96)

Board Approve date: April 15,2026 Signature _____ Date 4/16/26

APPENDIX A-3: 2026-2027 SALARY SCHEDULE

TEAMSTERS UNION - LOCAL 150

2026-2027 Salary Schedule Effective July 1, 2026 3% Increase from 2025-2026

	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6	
Group	Mo.	Hr.	Mo.	Hr.	Mo.	Hr.	Mo.	Hr.	Mo.	Hr.	Mo.	Hr.
30.0	3,213	(18.47)	3,339	(19.19)	3,472	(19.95)	3,611	(20.75)	3,753	(21.57)	3,915	(22.50)
30.5	3,357	(19.29)	3,458	(19.87)	3,617	(20.79)	3,754	(21.57)	3,900	(22.41)	4,060	(23.33)
31.0	3,217	(18.49)	3,355	(19.28)	3,502	(20.13)	3,661	(21.04)	3,810	(21.90)	3,969	(22.81)
31.5	3,693	(21.22)	3,802	(21.85)	3,980	(22.87)	4,131	(23.74)	4,288	(24.64)	4,465	(25.66)
32.0	3,502	(20.13)	3,661	(21.04)	3,810	(21.90)	3,969	(22.81)	4,148	(23.84)	4,345	(24.97)
32.5	3,851	(22.13)	4,025	(23.13)	4,191	(24.09)	4,364	(25.08)	4,562	(26.22)	4,779	(27.47)
33.0	4,568	(26.25)	4,771	(27.42)	4,967	(28.55)	5,173	(29.73)	5,370	(30.86)	5,572	(32.02)
34.0	3,904	(22.44)	4,076	(23.43)	4,250	(24.43)	4,437	(25.50)	4,642	(26.68)	4,843	(27.83)
35.0	4,379	(25.17)	4,555	(26.18)	4,738	(27.23)	4,938	(28.38)	5,149	(29.59)	5,362	(30.82)
36.0	4,599	(26.43)	4,777	(27.45)	4,967	(28.55)	5,162	(29.67)	5,361	(30.81)	5,575	(32.04)
36.5	4,674	(26.86)	4,880	(28.05)	5,090	(29.25)	5,294	(30.43)	5,498	(31.60)	5,709	(32.81)
37.0	4,472	(25.70)	4,662	(26.79)	4,847	(27.86)	5,046	(29.00)	5,245	(30.14)	5,458	(31.37)
37.5	4,564	(26.23)	4,759	(27.35)	4,943	(28.41)	5,137	(29.52)	5,346	(30.72)	5,553	(31.91)
38.0	4,345	(24.97)	4,529	(26.03)	4,729	(27.18)	4,948	(28.44)	5,180	(29.77)	5,393	(30.99)
38.5	4,347	(24.98)	4,563	(26.22)	4,796	(27.56)	5,037	(28.95)	5,281	(30.35)	5,553	(31.91)
39.0	4,729	(27.18)	4,955	(28.48)	5,180	(29.77)	5,393	(30.99)	5,643	(32.43)	5,896	(33.89)
40.0	4,955	(28.48)	5,180	(29.77)	5,393	(30.99)	5,643	(32.43)	5,896	(33.89)	6,170	(35.46)
41.0	5,180	(29.77)	5,393	(30.99)	5,643	(32.43)	5,896	(33.89)	6,170	(35.46)	6,435	(36.98)
42.0	5,393	(30.99)	5,643	(32.43)	5,896	(33.89)	6,170	(35.46)	6,435	(36.98)	6,734	(38.70)
43.0	5,372	(30.87)	5,600	(32.18)	5,826	(33.48)	6,049	(34.76)	6,279	(36.09)	6,504	(37.38)
44.0	5,557	(31.94)	5,809	(33.39)	6,071	(34.89)	6,359	(36.55)	6,634	(38.13)	6,941	(39.89)
45.0	5,753	(33.06)	6,010	(34.54)	6,283	(36.11)	6,580	(37.82)	6,865	(39.45)	7,184	(41.29)
46.0	5,953	(34.21)	6,221	(35.75)	6,502	(37.37)	6,809	(39.13)	7,105	(40.83)	7,435	(42.73)
47.0	6,164	(35.43)	6,442	(37.02)	6,730	(38.68)	7,047	(40.50)	7,354	(42.26)	7,696	(44.23)

Board Approve date: October 14,2026 Signature _____ Date 10/15/26

APPENDIX B: AR4218

AR4218

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

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

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

1. **Causes**

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

a. Falsifying any information supplied to the school district, including, but not limited to, information supplied on application forms, employment records, or any other school district records.

b. Incompetency

c. Inefficiency

d. Neglect of Duty

e. Insubordination

f. Dishonesty

g. Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her

(cf. 4020 - Drug and Alcohol-Free Workplace)

h. Possessing or being under the influence of a controlled substance at work or away from work, or furnishing a controlled substance to a minor.

i. Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction for this purpose.

j. Absence without leave.

k. Immoral conduct.

l. Discourteous treatment of the public, students, or other employees.

m. Improper political activity.

n. Willful disobedience.

o. Misuse of district property.

p. Violation of district, Board or departmental rule, policy, or procedure.

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

r. Refusal to take and subscribe any oath or affirmation which is required by law in connection with his/her employment.

s. A physical or mental disability which precludes the employee from the proper performance of his/her duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law regulating the retirement of employees.

t. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age against the public or other employees while acting in the capacity of a district employee.

u. Unlawful retaliation against any other district officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on the job or directly related thereto.

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

2. **Initiation and Notification of Charges**

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

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

a. A statement of the nature of the personnel action (suspension without pay, demotion, reduction of pay step in class, or dismissal).

b. A statement of the cause or causes for the personnel action, as set forth above.

c. A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy, or regulation of the district is alleged, the rule, policy, or regulation violated shall be stated in the recommendation.

d. A statement of the employee's right to appeal the recommendation and the manner and time within which the appeal must be filed.

e. A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.

3. **Employment Status Pending Appeal or Waiver**

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

If the Superintendent or designee determines that a permanent classified employee should be dismissed and that his/her continuing in active duty status would present an unreasonable risk of harm to students, staff, or property while proceedings are pending, the Superintendent or designee may order the employee immediately suspended from duty without pay in conjunction with the recommendation of personnel action. This suspension order shall be in writing and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the employee either personally or by registered or certified mail, return receipt requested, immediately after

issuance. Except in cases of emergency when the employee must be removed from the premises immediately, the Superintendent or designee shall give the employee written notice of the proposed recommendation of dismissal at least five calendar days before the effective date of any order of suspension issued in conjunction with a recommendation involving dismissal. This notice shall state that immediate suspension without pay is being considered, the reasons for the proposed dismissal and proposed immediate suspension without pay, materials upon which the proposed action is based, and the employee's right to respond to the Superintendent or designee orally or in writing before the final recommendation and order are issued.

4. **Time Limit of Suspension**

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

5. **Right to Appeal**

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

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

6. **Amended/Supplemental Charges**

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

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

7. **Hearing Procedures**

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

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

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

(1) Adopt the proposed decision in its entirety.

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

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

(4) Reject the proposed decision in its entirety

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

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

8. **Hearing Decision**

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

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

9. **Compulsory Dismissal**

The district shall not employ or retain in employment any person who has been convicted of any sex offense as defined in Education Code 44010 or any controlled substance offense as defined in Education Code 44011. However, the district may employ a person convicted of a controlled substance offense if the Board determines from the evidence it requires that the person has been rehabilitated for at least five years. If any such conviction is reversed and the person acquitted or charges dismissed except as otherwise provided below, the employee may be reemployed by the district, although reemployment is not a guarantee. (Education Code 45123) The district reserves the right to dismiss an employee for any acts upon which the original criminal charges were based, despite the disposition by the courts. If dismissal is recommended and upheld, an employee will not be reemployed or compensated for the time he/she was suspended unless otherwise required by law. An employee shall be given notice of the possibility of not being reimbursed during mandatory suspension if he/she is ultimately dismissed for the acts upon which the original charges were based.

10. **Extension of Compulsory Leave**

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

Legal Reference:

EDUCATION CODE

35161 Delegation of powers and duties 44009 Conviction of specified crimes
44010 Sex offense
44011 "Controlled substance offense" defined

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

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

45101 Definitions (including "disciplinary action," "cause") 45109 Fixing of duties
45113 Rules and regulations for classified service in districts not incorporating the merit system

45123 Employment after conviction of sex or narcotics offense 45302 Demotion and removal from permanent classified service

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

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

VEHICLE CODE

1808.8 School bus drivers; dismissal for safety-related cause UNITED STATES CODE, TITLE 42
12101 -12213 Americans With Disabilities Act COURT DECISIONS
California School Employees v. Livingston Union School District, (2007) 149 Cal.App 4th 391

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

Regulation BERRYESSA UNION SCHOOL DISTRICT

Approved: August 14, 2018 San Jose, California

APPENDIX C: EDUCATION CODE SECTION 45117

(a) When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified employees will be subject to layoff for lack of funds, the employees to be laid off at the end of the school year shall be given written notice on or before April 29 informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30, the notice shall be given not less than 45 days prior to the effective date of their layoff.

(b) When, as a result of a bona fide reduction or elimination of the service being performed by any department, classified employees shall be subject to layoff for lack of work, affected employees shall be given notice of layoff not less than 45 days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights.

(c) (1) A classified employee may not be laid off if a short-term employee is retained to render a service that the classified employee is qualified to render. This subdivision does not create a 45-day layoff notice requirement for any individual hired as a short-term employee, as defined in Section 45103, for a period not exceeding 45 days.

(2) This subdivision does not apply to the retention of a short-term employee, as defined in Section 45103, who is hired for a period not exceeding 45 days after which the short-term service may not be extended or renewed.

(d) This section does not preclude the governing board of a school district from implementing either of the following actions without providing the notice required by subdivision (a) or (b):

(1) A layoff for a lack of funds in the event of an actual and existing financial inability to pay the salaries of classified employees.

(2) A layoff for a lack of work resulting from causes not foreseeable or preventable by the governing board.

(e) This section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 6 (commencing with Section 45240).

APPENDIX D: CLASSIFICATIONS

BERRYESSA UNION SCHOOL DISTRICT
TEAMSTERS LOCAL 150

A.V. Technician

Bus Driver

Bus Dispatcher (Lead)

Bus Driver/Mechanic II

Bus Driver/Trainer

Bus Driver/Custodian

Technology Support Specialist I

Technology Support Specialist II

Technology Support Specialist III

Custodian

Delivery Person

District Reproduction Technician

Energy Technician

Food Service I

Food Services Assistant II

Cook

Grounds Worker

Grounds Worker II

Grounds Worker (Lead)

HVAC

Maintenance-Grounds Worker

Maintenance Worker III

Mechanic III

Mechanic (Lead)

Warehouse Worker (Lead)

Mower Operator

Reprographic Assistant

Reprographic Specialist/Driver

Transportation Coordinator

Transportation Dispatcher

Utility Crew

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. 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

b. Parent is defined as biological, foster or adoptive parent, stepparent, or legal guardian. Parent does not include a parent-in-law.

c. "Spouse" means a partner in marriage as defined by Family Code Section 300, which provides, in part, "Marriage is a personal relation arising out of a civil contract between two persons . . . ." For CFRA purposes only, "spouse" also includes a registered domestic partner within the meaning of Family Code Section 297.5.

4. Because of an employee's own serious health condition that makes the employee unable to perform the functions of the employee's position, except for disability on account of pregnancy, childbirth, or related medical conditions, which is covered by pregnancy disability leave. (Pregnancy disability counts toward only California Pregnancy Disability Leave (PDL) and FMLA leave. Pregnancy disability does not count toward an employee's CFRA leave entitlement.)

5. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a U.S. National Guard or Reserve member on active duty or has been notified of an impending call or order to active duty status in support of a contingency operation (FMLA only).

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

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

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

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

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

D. **Minimum Duration Of Leave**

1. Minimum duration of family care and medical leave taken for the birth, adoption, or foster care placement of a child: Leave taken for reason of the

birth, adoption, or foster care placement of a child of the employee does not have to be taken in one continuous period of time. Any leave(s) taken shall be concluded within one year of the birth or placement of the child with the employee in connection with the adoption or foster care of the child by the employee. The basic minimum duration of the leave shall be two weeks. However, the District shall grant a request for a leave of less than two weeks' duration on any two occasions.

2. Intermittent or reduced schedule leave: Eligible employees may take family care and medical leave on an intermittent or reduced schedule basis when medically necessary due to the serious health condition of a covered family member or the employee (FMLA/CFRA) or the serious injury or illness of a covered service member (FMLA only). Eligible employees may also take FMLA leave on an intermittent or reduced schedule basis when necessary because of a qualifying exigency. If an employee needs leave intermittently or on a reduced leave schedule for planned medical treatment, then the employee must make a reasonable effort to schedule the treatment so as not to disrupt unduly the District's operations.

E. **Pay Status And Benefits**

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

F. **Relationship of Family Care and Medical Leave to Other Leaves**

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

G. **Relationship To Pregnancy Disability Leave**

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

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

1. The employee must provide written notice to the District as far in advance of the leave as possible and as soon as the employee reasonably knows of the need for the leave. If the need for the leave is foreseeable based on an expected birth, placement of a child for adoption or foster care or planned medical treatment, the notice must be provided at least 30 calendar days in advance of the leave, or if not reasonably known 30 calendar days before the leave, then as soon as reasonably practicable.

2. The written notice must inform the District of the reasons for the leave, the anticipated start of the leave, and the anticipated duration of the leave.

3. The employee shall consult with the District and make a reasonable effort to schedule any planned medical treatment or supervision so as to minimize disruption to department operations.

I. **Medical Certification**

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

2. An employee's request for family care and medical leave because of employee's own serious health condition or pregnancy disability leave shall be supported by a certification issued by the employee's health care provider.

3. As a condition of an employee's return from leave taken because of the employee's own serious health condition, the employee is required to obtain certification from the employee's care provider that the employee is able to resume work.

4. Employees are required to use the medical certification forms available from the District Human Resources Department to meet the certification and recertification requirements of this section.

J. **District's Response To Leave Request**

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

K. **Dual Parent Employment**

Where both parents are District employees, allowable leave for the birth, adoption, or foster care placement of a child or the care of an employee's ill parent is limited to a total of twelve (12) work weeks in a 12-month period

between the two employees. Their family care and medical leave entitlement is not limited or combined for any other qualifying purpose.

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

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

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

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

A. **PDL Entitlement**

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

B. **Intermittent or Reduced Schedule Leave**

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

C. **Relationship of PDL to FMLA and CFRA Leaves**

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

D. **Pay Status and Benefits**

Except as provided in this Agreement, pregnancy disability leave will be unpaid. The District will continue to provide District contributions toward health insurance plans premiums during the period of pregnancy disability leave on the same basis as coverage and contributions would have been provided had the employee not taken pregnancy disability leave. The employee will be required to continue to pay the employee's share of these health plan premiums, if any. The employee's entitlement to health plan

coverage and the District's premium contributions during pregnancy disability leave and during CFRA leave are two separate and distinct entitlements and the time periods for these two entitlements do not run concurrently.

District Recovery of Fringe Benefits Premiums

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