

MEMORANDUM OF UNDERSTANDING
Between
Berryessa Union School District
And
Teamsters Local 150

This Memorandum of Understanding ("MOU") is entered into between the Berryessa Union School District ("District") and Teamsters Local 150 ("Union") regarding the use of accrued vacation for the 2026-2027 school year.

Background

Article 16, Vacation, of our current collective bargaining agreement identifies the process to use vacation days for 10 and 12 month employees. Our CBA does not address employees that are not 10- or 12-month employees. For the 2026-2027 school year, the parties agree that the following will apply to employees that are not 10-or 12-month employees:

Agreements:

1. When the unit member is not scheduled to work when students are not scheduled for attendance , such as Fall or Spring break, District Office closure, , such as Thanksgiving or Winter breaks, the employee shall not be required to use accrued vacation if the employee elects to take the time as leave without pay.
2. The employee may elect to take such District-required or District-scheduled non-work time as leave without pay rather than having accrued vacation deducted from the employee's vacation balance.
3. When an employee elects leave without pay under this MOU, the employee's accrued vacation balance shall not be reduced for the applicable non-work period. The employee may preserve the accrued vacation for future use in accordance with the applicable Collective Bargaining Agreement and District policies and procedures.
4. The election to take leave without pay in lieu of using accrued vacation shall be made by the employee. Nothing in this MOU authorizes the District to require an employee to take leave without pay when the employee is otherwise entitled to use accrued paid vacation.
5. The parties recognize that this MOU will not result in any net loss or diminution of regular compensation, vacation leave, or vacation accrual for unit members.

6. Teamsters and unit members agree to hold harmless the District against any monetary loss, damages, or other liability in connection with any benefits or payments made by the California Public Employees' Retirement System (CalPERS).
7. Unit members shall have their accrued vacation leave paid out at the end of every fiscal year in the manner set forth in Article 16.7, if the unit member's vacation days exceed their allotment of carryover days. The allowable carryover shall be one fiscal year's equivalent of the employee's annual vacation allotment.
8. This MOU applies only to the 2026–2027 school year, will expire on June 30, 2027, and shall not set precedent for future years unless mutually agreed upon by both parties in writing,
9. If any provision or any part of this MOU is for any reason held to be invalid or unenforceable or contrary to public policy, law or statute and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

Ricardo Cabrera

[Ricardo Cabrera \(Sep 23, 2026 09:54:02 PDT\)](#)

Ricardo Cabrera
Assistant Superintendent of Human Resources
Berryessa Union School District
Date: **09/23/2026**

Johnny Salgado

[Johnny Salgado \(Sep 22, 2026 18:17:40 PDT\)](#)

Johnny Salgado
Chief Shop Steward
Teamsters Local 150
Date: **09/22/2026**

Rocio Richards

Rocio Richards
Teamsters Local 150 Labor Representative
Date: **09/22/2026**