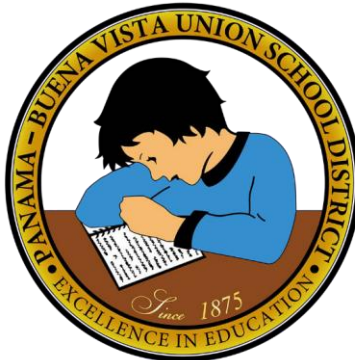


**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN THE**  
**PANAMA-BUENA VISTA UNION SCHOOL DISTRICT**  
**AND THE**  
**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**  
**LOCAL NO. 87**



**JULY 1, 2021 THROUGH JUNE 30, 2024**

**(April 5, 2024)**



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## **ARTICLE I AGREEMENT**

A. The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the **PANAMA-BUENA VISTA UNION SCHOOL DISTRICT** ("District") and the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL NO. 87** ("Teamsters" or "Union"), an employee organization.

B. This Agreement is entered into pursuant to the provisions of the Rodda Act, Chapter 10.7 §§3540-3549.3 of the Government Code; hereinafter referred to as the "Act." The scope of representation shall be in accordance with the provisions of §3543.2 of the Act.

C. This Agreement represents complete collective bargaining and full agreement by the parties in respect to wages, hours of employment, and other terms and conditions of employment, which shall prevail during the term hereof and any matters or subjects not herein covered have been satisfactorily adjusted, compromised, or waived by the parties for the life of the Agreement.

1. This Agreement supersedes and replaces the 2018-2021 Collective Bargaining Agreement, any and all other Memoranda of Agreement or Understanding or Side-Letter, and any other agreements, or understandings (oral or written) entered into prior to the date of ratification of this Agreement, unless the terms thereof are set forth in this Agreement.

2. In accordance with the Act, the District will not change any "term and condition of employment" as defined in Government Code §3543.2 without first notifying the Teamsters of the proposed change. The Teamsters will be afforded the opportunity to meet and confer over the change and the effects of the proposed change. The Teamsters may make a written demand to bargain and, if so, the District agrees to meet and negotiate.

3. This Agreement shall remain in full force and effect from July 1, 2021 until June 30, 2024.

## **ARTICLE II**

### **RECOGNITION**

A. The District recognizes the Teamsters as the exclusive representative of the classified employees ("employees") in Unit A.

1. Unit A includes:

Bus Driver

Bus Driver/Expanded Services

Certified Transportation Mechanic

Computer Technician

Custodian

Groundskeeper

Head Custodian

Lead Groundskeeper

Lead Maintenance Technician

Lead Warehouse and Logistics Specialist

Maintenance Technician I

Maintenance Technician II

Maintenance Technician III

Service Technician

Transporter

Warehouse and Logistics Specialist

2. The recognized employee unit excludes all management, supervisory and confidential employees as provided by the Act and all classified employees in Unit B.

B. The bargaining unit may be modified by mutual agreement between parties subject to the Act.

## ARTICLE III DUES DEDUCTION

A. The District will deduct dues from the wages of bargaining unit members based on the Union's written direction to the District. The Union is responsible for distributing, obtaining, and maintaining dues authorization forms for bargaining unit members.

B. The District will make dues deductions only as directed by the Union in writing. The Union is responsible for notifying the District in writing of a withdrawal of dues deduction by any bargaining unit employee.

C. The District will direct a bargaining unit member to the Union for inquiries regarding withdrawal from membership.

D. Hold Harmless and Indemnification. The Union shall indemnify and hold harmless and, if requested, defend the District, its officers, agents, employees, representatives and members of its governing board, from and against claims, demands, losses, judgments, liabilities, causes of action and expenses, including attorney fees and costs, of any kind or nature they may sustain or incur or which may be imposed upon them arising out of any legal challenge, court action, and/or action before the Public Employment Relations Board ("PERB") or other administrative agency challenging the legality, implementation, or constitutionality of the dues provisions of this Article or the underlying statutes.

1. The District shall notify the Union in a timely manner of any court, PERB, or other administrative action or proceeding that is filed against the District arising out of this Article.

2. The Union shall have the sole right to decide and determine whether any action or proceeding covered by the terms of paragraphs D or E of this Article shall be compromised, resisted, defended, tried, or appealed.

3. The provisions of paragraphs D or E of this Article, inclusive, shall continue to remain in full force and effect following the expiration or termination of this Article.

E. Legal Fees. The Union agrees to pay to the District all reasonable legal or representation fees and costs incurred by the District, its officers, agents, employees, or representatives, or members of its Governing Board in defending against any court action or action before the PERB or other administrative agency challenging the implementation, legality, or constitutionality of the Union dues provisions of this Article. The District shall have no responsibility for the application of funds transmitted to the Union under this Article. The Union agrees to indemnify and hold the District harmless from any and all claims, damages and disputes arising out of the District's actions in compliance with this Article.



## ARTICLE IV

### EVALUATIONS AND PERSONNEL FILES

#### Evaluations

A. Bargaining unit employees shall be evaluated in writing by their immediate supervisor or the designee of the chief site administrator who is not a bargaining unit member. The evaluation shall be discussed with the employee.

1. Each permanent employee shall be evaluated once every two (2) years. If a permanent employee receives an overall unsatisfactory evaluation, they may be evaluated each fiscal year of the next two-year cycle. The employee will return to the two-year cycle upon receipt of an overall satisfactory evaluation. The probationary period is six (6) months or 130 days of paid status, whichever is longer. Probationary employees may be evaluated prior to completion of the probationary period.

2. Input to the evaluation shall be solicited only from sources who have direct knowledge by observation or contact with the bargaining unit employee being evaluated.

3. If an employee is on a leave of absence at the time of their evaluation date, the District will provide the evaluation within 30 days of the employee's return to work.

B. The evaluation shall be done on a standard form provided for this specific purpose. Specific act(s) and/or omission(s) related to job performance shall be identified in the evaluation. Less than satisfactory marks shall include specific written recommendations and steps to be taken for improvement. Employees shall be provided time and the right to review and respond, in writing, to their evaluation. Written rebuttals shall be attached to the evaluation.

C. An employee will not be marked "unsatisfactory" on an evaluation, either as an overall or in individual categories, unless the employee has been previously notified in writing by the District of performance deficiencies.

#### Personnel Files

D. A bargaining unit employee or representative shall have the right to review the bargaining unit employee's personnel file. Information of a derogatory nature shall not be entered or filed in a bargaining unit employee's personnel file until and unless the bargaining unit employee has been notified and is given an opportunity to review and attach a written response to the material in accordance with the provisions of Education Code §44031. Such review shall be allowed on paid release time during regular hours. All materials included in a bargaining unit employee's personnel file shall be signed and dated by the person responsible for its inclusion.

E. All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the bargaining unit employee.

F. Prior to material of a derogatory nature being placed in the personnel file, an investigation shall be conducted with an opportunity for the bargaining unit employee to provide an explanation.

G. The District's official personnel files shall be maintained at a central location and shall be kept in confidence to the extent provided by law. Documents that are improperly placed in a bargaining unit employee's personnel file shall be removed, as provided in Title 5 of the California Code of Regulations.

#### Discipline of Classified Bargaining Unit Employees

H. It is understood and agreed by the parties to this Agreement that members of the bargaining unit may be disciplined by the District in accordance with Education Code §§ 45113 and 45116. The District will provide a copy of all discipline to the Local Union Secretary-Treasurer and Business Agent within five (5) days of receipt at the District Office.

## **ARTICLE V**

### **ORGANIZATIONAL RIGHTS**

A. Teamsters shall have the right of access at reasonable times to areas in which employees work, for the purpose of representing bargaining unit members with the prior authorization of the site administration.

B. Teamsters shall have the right to use without charge, institutional bulletin boards, mailboxes, and the use of the employee mailboxes and other District means of communication for the posting or transmission of information or notices concerning Teamster matters. Use of proprietary electronic means of communication shall be subject to terms of the District Acceptable Use Policy.

C. Teamsters shall have the right to use without charge, institutional equipment, facilities and buildings at reasonable times, with the prior authorization of the site administration and provide their own supplies.

D. Teamsters shall have the right to review a bargaining unit employee's personnel file and any other records dealing with a bargaining unit employee when accompanied by the bargaining unit employee or on presentation of a written authorization signed by the bargaining unit employee.

E. Teamsters shall have the right to receive upon request without cost, copies of any and all materials related to wages, hours and other terms and conditions of employment which are necessary for Teamsters to fulfill its duties and obligations as the exclusive representative of bargaining unit employees covered by this Agreement.

F. Within 30 days after the execution of this Agreement, the District shall post a copy of the Agreement on its website. The District will make printed copies of the Agreement available at each worksite for bargaining unit employees. Any employee who becomes a member of the bargaining unit after execution of this Agreement will be offered a printed copy of the Agreement by the District without charge at the time of employment. The District will post any changes to the Agreement agreed to by the parties and provide a hard copy of the changes without charge to any employee requesting a printed copy.

G. No bargaining unit employee of the District shall acquire permanency until they have completed their probationary period, in accordance with Article IV.A.1 of the Agreement. When a bargaining unit employee has attained permanent status, their seniority shall be determined by the bargaining unit employee's date of hire in each respective classification. District date-of-hire will be the basis for determination of eligibility with respect to bargaining unit employee benefits. The District shall maintain a complete unit seniority roster that is available to the Teamsters.

H. The District shall provide one and one-half (1.5) hours of release time for all bargaining unit members to permit the Teamsters to conduct an orientation session

related to the contents of the Agreement. The Union shall request release time and identify the proposed location of the orientation at least five (5) workdays in advance of the proposed orientation session if bargaining unit members will be attending during work hours. If the District has concerns regarding the time or proposed location of the orientation session, the District will raise those concerns within two (2) workdays of receiving the request, and the District and Union will discuss the District's concerns in an effort to reach an agreement on a mutually acceptable time and location.

I. Job stewards, designated by the Teamsters, and Union staff shall meet monthly with the Superintendent or designees to discuss items of interest to the District and the Teamsters. Items for discussion will be provided to the District by the Teamsters in a written agenda at least two (2) days prior to each meeting. If an agenda is not provided, the meeting will be carried over to the next scheduled meeting. The purpose of these meetings is not to renegotiate provisions of the Agreement.

J. Each Teamsters job steward shall be provided reasonable release time, not to exceed two (2) hours per month, to conduct Teamsters meetings, excluding steward meetings with the Superintendent or designees, as discussed above in paragraph I. Release time must be requested at least one (1) workday in advance and approved by the District. In the event of an emergency circumstance not permitting a one (1) workday notice, a shorter notice period will be considered by the District. Such requests will not be unreasonably denied.

## **ARTICLE VI**

### **HOURS OF EMPLOYMENT**

#### Work Week

A. The work week of the employees in the bargaining unit shall be in accordance with the schedule established by the District and with Education Code §45127. This Article shall not restrict any extension of the regular work day or work week on an overtime basis, when such extension is necessary at the discretion of the District, to carry on the business of the District. The standard, basic work week is five (5) days, eight (8) hours per day. The particular schedule of each bargaining unit employee may vary, according to the position they hold and according to the school or department to which they are assigned. Employees who work more than six (6) hours per day and not assigned to a split shift are entitled to an unpaid meal break of at least 30 minutes, approximately halfway through the shift (Education Code §45180). Unit members currently receiving a scheduled one (1) hour unpaid meal period will continue with the scheduled one (1) hour meal period while in their current assignment.

#### Work Day

B. The work day shall be in accordance with the schedule established by the District.

1. Each bargaining unit employee shall be assigned a regular minimum number of hours per day and days per week. The workload shall be taken into consideration in determining the assigned minimum work day hours and the District shall have the final determination in this regard.

2. During school calendar recess periods (Summer, Autumn, Winter, Spring Recess), the District will consider adjustments to daily work schedules provided that those adjustments do not negatively impact day-to-day District and school operations.

#### Overtime

C. Overtime compensation shall be in accordance with Education Code §§45128, 45131, and 45203. A bargaining unit employee shall have the option to elect compensatory time off which may accrue to a maximum of 40 hours within a fiscal year in lieu of cash compensation for overtime worked within any one (1) fiscal year. Compensatory time shall be granted at the appropriate rate of overtime in accordance with this Article.

1. Excepting the provisions of Article XIX overtime and extra time shall be distributed equally within each classification and at each worksite when practical.

2. Compensatory time shall be taken at a time mutually agreeable to the bargaining unit employee and the District within the fiscal year in which it was

earned or the bargaining unit employee shall be paid in cash for all such time at the appropriate overtime rate based on the bargaining unit employee's current rate of pay. Compensatory time may accrue to a maximum of 40 hours.

#### Rest Periods

D. Rest periods will be scheduled by the supervisor as close to the midpoint of the shift, or each half of the shift, as possible. A rest period will not exceed 15 minutes in duration. Bargaining unit employees whose assignment is more than six (6) hours per workday shall have two (2) 15-minute rest periods per workday. One (1) rest period shall be in the first half of the scheduled shift and one (1) period shall be in the second half of the scheduled shift. Both rest periods will be as close to the midpoint of each half of the shift as possible. Bargaining unit employees whose assignment is four (4) consecutive hours per workday up to a maximum of six (6) hours per workday shall have one (1) 15-minute rest period per workday. Bargaining unit employees whose assignment is two and one-half (2.5) consecutive hours per workday and under four (4) consecutive hours per workday shall have one (1) 10-minute rest period per workday.

#### Notice of Employment

E. The District will, prior to November 1 of each year, provide a computation of pay notice to each bargaining unit employee.

#### Compensation-School Closed Due to Emergency

F. In the event that a bargaining unit employee reports for work on a day when school has been canceled due to some emergency and services of that bargaining unit employee are therefore not needed, said bargaining unit employee shall be entitled to compensation for not less than two (2) hours or actual time on duty whichever is greater. It is agreed that any bargaining unit employee who has been notified of such cancellation prior to reporting to work shall not be compensated.

#### Rescheduled Employment

G. It is understood and agreed by the parties to this Agreement that if the District finds it necessary to cancel operations due to weather or other elements beyond the control of the District, then the District may reschedule employment of classified employees who are part of the bargaining unit to meet the needs of the District.

#### Meals and Lodging Reimbursement

H. Bargaining unit employees required to work outside the boundaries of the District with the authorization of the Superintendent, or designee, shall be entitled to necessary meals and mileage at the IRS established rate and actual and necessary reimbursement for lodging.

### Minimum Call-In Time

I. A bargaining unit employee assigned to work on a day when the bargaining unit employee is not scheduled to work shall receive a minimum of two (2) hours pay at their contracted rate of pay. This provision will also apply to such assignments that are scheduled on a "split-shift" basis.

### Call-Back Time

J. Upon completion of their normal daily work schedule or shift assignment, any bargaining unit employee required by the District to return to work, without prior notification, shall be compensated for at least two (2) hours of work at the appropriate rate of pay and may be required to put in two (2) hours of work time for the compensation.

### Additional Hours

K. Any bargaining unit employee who works an average of 30 minutes or more per day in excess of the regular part-time assignment for a period of 20 consecutive working days or more shall have the regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

### Summer Work

L. For needed summer work the District will establish job specifications. Employment will be offered to less than 12-month contracted bargaining unit employees who are considered by the District to be qualified to perform the work as specified. A bargaining unit employee working within their regular classification will be paid at their regular rate of pay. Bargaining unit employees working outside their classification for summer work will be paid at the rate in effect for the position worked. Bargaining unit employees performing summer work will receive applicable sick leave, vacation, and holiday benefits. Summer work in Teamsters classifications will be offered to any interested and qualified Teamsters bargaining unit employees prior to any non-Teamster employees.

### Subcontracting

M. Work normally performed by bargaining unit members shall not be contracted out during the term of this Agreement if the contracting out of the work results in the displacement of bargaining unit members unless the District negotiates with the Teamsters prior to the contracting of the unit work. The sole exception to this provision is Public Contract Code §20114.

## **ARTICLE VII**

### **PAY AND ALLOWANCES**

A. The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each classification (Attached as Appendix A).

B. For the 2023-2024 school year, the 2022-2023 Unit A Salary Schedule, including longevity amounts, will reflect a seven percent (7%) increase, retroactive to July 1, 2023. This retroactive increase applies to all bargaining unit employees in active status on the date that the agreement is ratified and approved by both parties [April 9, 2024]. Retroactive compensation will apply to base salary, longevity, overtime, and differential pay. Additionally, except as otherwise set forth in Article VIII, Health and Welfare Benefits, Paragraph A., bargaining unit members in active status on the date that the agreement is ratified and approved by both parties [April 9, 2024] will receive a one-time, off-schedule payment in an amount equivalent to five (5%) of their 2023-2024 base salary.

\*Effective July 1, 2023, the following Grade Adjustments will be made:

- Bus Drivers and Bus Drivers Expanded Services from Grade 32 to Grade 34;
- Head custodians from Grade 33 to Grade 35;
- Maintenance Technician II from Grade 41 to 43; and
- Transporters from Grade 23 to 26.

C. All employees in the bargaining unit shall be paid once each month on the last working day of the month. Ten-month bargaining unit employees shall receive 11 equal paychecks.

D. Whenever it is determined that an error has been made in the calculation or reporting in any bargaining unit employee payroll or in the payment of any bargaining unit employee's salary, the District shall, within five (5) workdays following such determination, provide the bargaining unit employee with a statement of the correction and a supplemental payment drawn against any available funds.

E. Any supplemental check payable to a bargaining unit employee for services in working out of class or recomputation of hours shall be provided to the bargaining unit employee within 15 calendar days.

F. Bargaining unit employees required by the District to use their private vehicles to travel on District business shall be compensated at the current IRS published rate.

G. Longevity increments shall be provided to qualified bargaining unit employees in accordance with the provisions of the Classified Teamsters Local No. 87 (Unit A) Salary Schedule. The longevity increments will be adjusted annually for the term of the Agreement by the same percentage which is applied to the Classified Teamsters Local No. 87 (Unit A) Salary Schedule.

H. Any day granted as a staff development day, teacher institute, or teacher-parent



conference day by whatever name, for whatever purpose(s) within the student attendance year is a regular workday for all classified bargaining unit employees scheduled by the District to work that day.

#### Working Out of Classification

I. A bargaining unit employee who is temporarily assigned to a higher job classification for five (5) or more days duration within 15 workdays shall have their salary adjusted to step one (1) of the higher classification, or the pay step of the higher classification providing at least a five percent (5%) increase, whichever is higher.

#### Evening Shift Differential

J. Bargaining unit employees whose regular work shift begins at or after 11:00 a.m. and ends at or after 8:00 p.m. shall receive a five percent (5%) evening shift differential. A bargaining unit employee who is eligible for a split shift differential pursuant to Paragraph K, does not receive an evening shift differential.

#### Split Shift Differential

K. A bargaining unit employee whose regular assigned work shift includes more than one (1) hour of unpaid, unassigned time (including lunch) shall receive a ten percent (10%) split shift differential which shall apply to all hours worked.

#### Bus Driver License Renewal

L. The District shall pay for required bus driving physical, classroom training and related materials, and CHP and DMV Bus Driver license renewal. Drivers will receive up to four (4) hours of authorized school business annually for time spent obtaining their physical and DMV/DOT compliance requirements. If during non-work time, drivers may submit a timecard for up to four (4) hours for time spent obtaining their physical and DMV/DOT compliance requirements.

#### Bus Driver Safety Training

M. It is the driver's responsibility to maintain their certifications, licenses, and safety training requirements in a timely manner. The District may provide safety training to bus drivers that contributes to the ten-hour annual requirement and will be on paid time. Any additional required T-01 training to meet the ten-hour requirement provided by outside vendors must be approved in advance by the District. The approved outside vendor cost will be paid for by the District.

#### Bus Driver Certification Stipend

N. Bargaining unit employees not required to maintain a commercial driver's license with student and passenger endorsements (in their current classification) are eligible for a fifteen hundred dollar (\$1,500) prorated annual stipend if they acquire and maintain a commercial license with student and passenger endorsements. The District will pay for the time and the training for a non-driver bargaining unit employee to obtain their commercial license and passenger endorsement. To be eligible for the stipend, the bargaining unit employee must be available to drive a school bus when needed by the

District. The bargaining unit employee will receive working out of classification pay when required to drive a bus. The stipend will be revoked if a bargaining unit employee refuses a driving assignment during their normal scheduled hours, unless the refusal is because their current department deems them unavailable, or if they have an excused absence on the day that they refuse.

**ARTICLE VIII**  
**HEALTH AND WELFARE BENEFITS**

A. The District's maximum contribution for health and welfare benefits is \$19,782.00 annually (\$1,648.50 monthly). For the 2024-2025 school year only, the District agrees to increase the maximum contribution for health and welfare benefits up to \$1,200 annually. This increase is specifically to cover the expenses associated with the PPO 80-E Plan, provided it exceeds the current maximum contribution, when combined with the dental, vision, and life insurance coverage plans offered by the District. However, this agreement is subject to the following conditions:

1. An increase of up to \$600 annually beyond the maximum contribution will result in a reduction of the one-time, off-schedule five percent (5%) payment (referenced in Article VII, Pay and Allowances, Paragraph B.) being reduced to four percent (4%);  
or
2. An increase of \$601 to \$1,200 annually beyond the maximum contribution will result in a reduction of the one-time, off-schedule five percent (5%) payment (referenced in Article VII, Pay and Allowances, Paragraph B.) being reduced to three percent (3%).

Beginning with the 2025-2026 plan year, if the annual premium for the least expensive medical insurance plan (currently PPO 80-E Plan) exceeds the District's maximum contribution (\$19,782.00), the District commits to meet with the Union, within one (1) month of receipt of plan renewal rates, to investigate and propose an additional medical insurance plan. This additional plan offering should ensure comprehensive coverage at no expense to eligible unit members, when combined with the dental, vision, and life insurance coverage plans offered by the District. This additional plan offering will be effective upon SISC III approval and the policy renewal date (e.g., October 1). The District will offer to full-time bargaining unit members and eligible dependents (as defined by the respective provider), the health and welfare benefit plans as listed in paragraphs A.1-A.4 of this Article. Any cost of the health insurance benefits selected by the bargaining unit employee that exceeds the District's contribution will be paid by the bargaining unit employee through pre-tax contributions to the SISC Flex Plan (IRS Code Section 125) monthly payroll deduction. The parties to this Agreement recognize that health and welfare benefits are a part of the total compensation package.

1. Medical Insurance:
  - a. Anthem-Blue Cross (PPO 80-C, \$20; Rx \$7/\$25) administered by SISC III.
  - b. Anthem-Blue Cross (PPO 80-E, \$20; Rx \$9/\$35) administered by SISC III.
  - c. Anthem-Blue Cross (PPO 90-C; \$20; Rx \$7/25) administered by SISC III.

2. Dental Insurance: Delta Dental of California (DD1500; C50/1000), administered by SISC III. The plan includes a \$1,500.00 annual limit for diagnostic/restorative dental work per employee and eligible dependents and a \$1,000.00 lifetime orthodontia limit for dependent children only.

3. Vision Insurance: Vision Service Plan. (Signature C \$10) administered by SISC III.

4. Life Insurance: (G000ABIH-18C) administered by SISC III. A term life insurance policy covering the employee only in the amount of \$40,000.00.

B. The District shall provide the surviving spouse and eligible dependent(s) of any deceased bargaining unit employee with the health and welfare benefit contribution which had been made on behalf of the bargaining unit employee for a period of two (2) months following the death of an active bargaining unit employee.

C. Bargaining unit employees receive prorated health and welfare benefit contributions based on the relationship of their assigned workday to a regular full-time eight-hour workday. Bargaining unit employees employed less than four (4) hours are not entitled to participate in the benefits plans. No in-lieu payments shall be made to any bargaining unit employee.

D. The District will make contributions toward medical/hospitalization and dental insurance premiums to age 65 for bargaining unit employees (including eligible dependents) who retire at age 60 and who have served at least 10 years in the District, or for bargaining unit employees (including eligible dependents) who retire at age 55 with at least 20 years of service.

1. The contribution will be equal to the amount contributed for active bargaining unit employees for the plan year in which the bargaining unit employee retires.

2. The District's contribution toward health and welfare benefits for eligible retirees will be prorated by dividing the sum of the full-time equivalents for the highest full-time equivalent (FTE) years by 10 years. One FTE is equivalent to an eight-hour day schedule.

E. If allowed by the respective benefits provider, retirees over age 65 may purchase supplemental Health and Welfare plans through the District.

## **ARTICLE IX**

### **HOLIDAYS**

A. The District agrees to provide holidays to the employees in the bargaining unit as provided by Education Code §45203. The District reserves the right to provide an in-lieu holiday as provided for in Education Code §45205. The holidays include the following:

- New Year's Day (January 1)
- Martin Luther King Day (observed third Monday in January)
- Lincoln Day (observed second Monday in February)
- Washington Day (observed third Monday in February)
- Spring Break Holiday (Monday after Easter in lieu of Good Friday)
- Memorial Day
- Independence Day (July 4)
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve
- Every day appointed by the President, or the Governor of this State, as provided for in Education Code §37220, subsections (b) and (c), for a public fast, thanksgiving, or holiday, or any day declared a holiday under Education Code §1318 or §37222 for bargaining unit members.

B. All employees in the bargaining unit who work four (4) hours or more per day shall have their schedule of work reduced by two (2) hours on the following three (3) workdays: the day preceding the Autumn Recess, the day preceding Winter Recess and the day preceding the commencement of the Spring Recess. Bargaining unit employees will be paid at the regular hourly compensation rate for the three (3) two-hour (2 hour) periods provided for in this paragraph and Education Code §45203.

**ARTICLE X**  
**VACATION**

A. All 12-month employees in the bargaining unit shall earn paid vacation time in accordance with the provisions of this Article. Employees working less than 12-months earn vacation pay which is paid out monthly on the bargaining unit employee's pay warrant. Vacations are accrued on the basis of the fiscal year beginning July 1 and ending June 30. Bargaining unit employees will accrue vacation time or pay monthly in accordance with the following:

<u>Period of Continuous Employment</u>	<u>Annual Vacation</u>
Up to 48 months	10 days per year
49 -144 months	15 days per year
145 months and above	20 days per year

B. Paid vacation shall be taken during the fiscal year such that no more than 10 days of vacation eligibility is carried over to the succeeding year. The maximum number of days available to any bargaining unit employee in a given year shall be the yearly entitlement plus 10 days eligibility for the bargaining unit employee.

1. Should a bargaining unit employee have more than 10 days eligibility remaining on June 30 of any year, the total number of days granted shall not exceed the maximum one year's entitlement plus 10 days. Excess accruals will be paid out within 60 days.

2. In the event a bargaining unit employee is denied vacation due to District requirements, unused vacation not taken due to the denial shall be paid out at the end of the fiscal year. Vacations shall not be a vested right until completion of six (6) month's service with the District.

3. For all classified employees in the bargaining unit working 10 months or less, vacations shall be scheduled during the Winter Recess and the Spring Recess. Part-time 12-month personnel shall have their vacations pro-rated as the number of hours worked per day compares to the total work day.

C. Pay for vacation days for all bargaining unit employees shall be at the same rate as the bargaining unit employee is entitled to for a day's work. Earned vacation will be reported on the bargaining unit employee's monthly pay warrant. When an employee in the bargaining unit is terminated for any reason, they shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.

D. Vacations shall be scheduled at times mutually agreed upon by the bargaining unit employee and the District, taking into account the District's work requirements and subject to final approval by the District. If there is any conflict between the bargaining

unit employees who are working on the same or similar operations as to when vacations shall be taken, in order to provide equity, consideration of prior vacation patterns, along with seniority, will be considered in deciding which bargaining unit employee will be granted their vacation request.

E. The District and the Teamsters agree that in order to provide an appropriate learning environment for students, it is important for school site custodians to be present on school days. Custodians may request vacation on days which are not disruptive to the needs of the school. Upon agreement of the school site principal and the District, school site custodians will be allowed to take vacations on school days under the following conditions:

1. Two (2) weeks advance written notice is required.
2. Consecutive school days of vacation may not exceed five (5) days or 25% of accrued vacation, whichever is greater.
3. Vacation time will not be allowed on the following days:
  - Two (2) weeks prior to the opening of school through two (2) weeks after the opening of school
  - The week before Winter Recess
  - The week before Spring Recess
  - When the following activities are scheduled: Back to School Night, Open House, Carnival, Student Performances
4. Exceptions will be considered on a case-by-case basis by the school site principal and the District up to a maximum of 10 consecutive school days.

F. When a holiday falls during the scheduled vacation of any bargaining unit employee, such bargaining unit employee shall be granted an additional day's vacation and pay for each holiday falling within that period.

G. The District agrees to allow permanent employees of the bargaining unit to interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service, provided the bargaining unit employee provides adequate notice and relevant supporting information regarding the basis for such interruption or termination.

## **ARTICLE XI**

### **LEAVES**

#### Regular Sick Leave

A. Each 12-month bargaining unit employee employed five (5) days a week shall be entitled to 12 days leave of absence, for illness or injury with full pay, for a fiscal year of service. A bargaining unit employee employed for less than 12-months shall have their entitlement prorated by comparing their assignment relative to a 12-month assignment. In the event a bargaining unit employee does not take the full amount of leave allowed in any year under this Article, the amount not taken shall be accumulated from year to year. In all other aspects, leaves of absence for illness or injury shall be governed by Education Code §45191.

1. Absences due to illness must be reported by bargaining unit employees promptly.
2. All requests for sick leaves of absence shall be submitted to the bargaining unit employee's supervisor using the electronic submission process established by the District within 48 hours of the absence.
3. Any bargaining unit employee may be required to submit to a medical review at any time. Proven abuse of sick leave privileges may result in discipline which could include dismissal. Sick leave may be used by a bargaining unit employee when it is necessary that bargaining unit employee be absent due to a dental or doctor appointment. A bargaining unit employee using sick leave during a period that includes a paid holiday will be paid for the holiday and will not be charged for sick leave for that day.

#### Extended Sick Leave

B. Beginning July 1, 2022, and in accordance with Education Code §45196, on July 1 of each fiscal year, each bargaining unit employee shall be credited with a total of 100 working days of extended sick leave, in addition to accrued Regular Sick Leave days. Such days of paid sick leave in addition to accrued Regular Sick Leave days shall be compensated at not less than 50% of the bargaining unit employee's regular salary. This extended paid sick leave is exclusive of any other paid leave, holidays, vacation, or compensating time to which the bargaining unit employee may be entitled.



### Personal Necessity Leave

C. Pursuant to Education Code §45207, a bargaining unit employee may use up to 10 days of Regular Sick Leave for matters of personal necessity. Any leave taken by a bargaining unit employee in accordance with this paragraph shall not be for monetary gain to the bargaining unit employee. In addition, personal necessity leave will not be granted for: (1) extension of a holiday; (2) recreational activities; (3) matters that can be cared for outside the working day; or (4) concerted activities. The bargaining unit employee shall request leave at least 48 hours prior to utilization when feasible.

### Family Illness

D. Effective July 1, 2022, bargaining unit employees may be granted three (3) days paid leave of absence per school year for the purpose of attending to a member of the bargaining unit employee's immediate family who is seriously ill or injured. This leave may be used in addition to bereavement leave. Family members beyond immediate family members may be included at the discretion of the District.

### Family Sick Leave

E. The District shall permit a bargaining unit member to use one half of their yearly available sick leave entitlement to attend the illness of a child, parent or spouse of the employee as provided by Labor Code §233.

### Bereavement Leave

F. Bereavement leave will be granted to employees in the bargaining unit, without deduction from the salary of such bargaining unit employee, on account of the death of any member of their immediate family, in accordance with Education Code §45194. Every bargaining unit employee shall be entitled to a leave of absence not to exceed five (5) workdays, or seven (7) workdays if travel of 250 miles or more one way is required, on account of the death of any member of their immediate family.

### Immediate Family

G. For purposes of this Article, members of the immediate family are defined to include mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law, sister-in-law, stepfather, stepmother, or stepchild of the bargaining unit employee or any relative living in the immediate household of the bargaining unit employee, or registered domestic partner. Requests for exceptions may be submitted to the Superintendent or designee.

## Industrial Accident and Illness Leave

H. The employees in the bargaining unit shall be entitled to industrial accident and illness leaves in accordance with Education Code §45192. Said leaves shall be granted in accordance with the following:

1. Allowable leave shall be 60 working days in each fiscal year and shall not be accumulative from year to year.
2. Industrial accident or illness leave will commence on the first day of absence.
3. Payment for wages lost on any day shall not, when added to an award, granted to the bargaining unit employee under the Workers' Compensation Laws of the State of California, exceed the normal wage for the day.
4. Industrial accident leave shall be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.
5. When an industrial accident or illness occurs at a time when the full 60 days will overlap into the next fiscal year, the bargaining unit employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
6. Industrial accident leave will be integrated with other available paid leaves so that a bargaining unit employee will receive their daily rate of pay until all available paid leaves are exhausted.

## Jury Leave

I. Bargaining unit employees shall be entitled to leave without loss of pay when called for jury duty. This shall be accomplished by the bargaining unit employee turning in a Certification of Jury Service and signing over the jury duty check to the District in exchange for receipt of the bargaining unit employee's regular payroll check.

1. The total time required for jury duty, reasonable travel time, and the remainder of the bargaining unit employee's workday shall not exceed the bargaining unit employee's regularly assigned workday. This provision does not obligate the District to pay a bargaining unit employee for more than the number of hours in the bargaining unit employee's regular workday.
2. The bargaining unit employee shall return to work from jury duty if three (3) or more hours remain in the bargaining unit employee's regularly assigned workday, unless the supervisor informs the bargaining unit employee not to return to work. One (1) hour will be allowed to return to duty based on the time of release from jury duty assignment.

### Pregnancy Leave

J. Each female bargaining unit employee shall be entitled to a leave of absence for the period of time she is required to be absent by reason of physical incapacity due to pregnancy or childbirth or related conditions. The bargaining unit employee shall be entitled to use her accumulated sick leave and leave benefits allowable under appropriate sections of the Education Code on the same basis provided for any other illness or injury.

The following rules shall apply:

1. The period of leave, including the date upon which the leave shall begin, shall be determined by the bargaining unit employee and her physician.
2. A statement from the bargaining unit employee's physician as to the beginning date of such leave shall be filed with Human Resources or with the Superintendent or designee. This date shall be based on the bargaining unit employee's ability to render service in her current position.
3. The date of the bargaining unit employee's return to service shall be based on her physician's analysis and written statement of the bargaining unit employee's physical ability to render service and that she is no longer required to remain off duty due to her physical condition.

### Child Bonding Leave

K. Child Bonding Leave for the reason of the birth of a child of the bargaining unit employee, or the placement of a child with a bargaining unit employee in connection with the adoption or foster care of the child by the bargaining unit employee, will be provided to eligible bargaining unit employees for a period of up to 12 workweeks in accordance with Government Code §12945.2.

### Parental Leave

L. In accordance with Education Code §45196.1, Parental Leave for the reason of the birth of a child of the bargaining unit employee, or the placement of a child with a bargaining unit employee in connection with the adoption or foster care of the child by the bargaining unit employee, will be provided to eligible bargaining unit employees for a period of up to 12 workweeks. While on Parental Leave, bargaining unit employees may use available sick leave and when all their available sick leave is exhausted, may use extended sick leave for the balance of the 12 workweeks.

### Adoption Leave

M. Up to three (3) days of leave for the adoption of a child shall be allowed without loss of pay or leave benefits to the adoptive mother or father. The bargaining unit employee shall provide prior notice of the anticipated need for a leave of this nature. Additional unpaid leave may be requested.

### Paternity Leave

N. Four (4) days of leave shall be allowed without loss of pay to a father or registered domestic partner before, after or on the day of the birth of their child. There shall be no loss of sick leave for this absence. The bargaining unit employee shall provide prior notice of the anticipated need for a leave of this nature.

### Judicial Leave

O. Leave with pay shall be granted by the District when it is necessary for a bargaining unit employee to appear as a witness in court, other than as a litigant; or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the bargaining unit employee.

### Military Leave

P. A bargaining unit employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

### Unpaid Leave

Q. A permanent bargaining unit employee may apply for an unpaid leave of absence up to one (1) year duration to be granted at the discretion of the District. Leaves under this provision will be considered on a case-by-case non-precedential basis.

### Compelling Personal Leave

R. Each bargaining unit employee shall be allowed up to five (5) days leave of absence annually for the conduct of personal business which is of a compelling personal nature that cannot be carried out during off-duty time. In such cases, the bargaining unit employee shall be paid 50% of the bargaining unit employee's normal salary whether or not a substitute is employed. Any personal leave taken by a bargaining unit employee in accordance with this paragraph shall not be for monetary gain to the bargaining unit employee. At least two (2) days advance notice, in writing, to the Superintendent or designee is required except in those cases where an emergency precludes the bargaining unit employee from giving such two (2) day notice, the Superintendent or designee may, at their discretion, waive the advance notice requirement.

### Miscellaneous

S. Except as provided for in the Education Code relative to sick leave, the leaves provided for in this Article shall not be accumulative from year to year.

T. The District may require verification, acceptable to the District, for the use of any leave. The verification may include a physician's statement when applicable.

U. Upon the exhaustion of accumulated vacation, compensatory time and all other paid leaves, an employee who is placed on a 39-month re-employment list and has been properly released to return to work shall be employed in a vacant position of the person's previous assignment over all other candidates except for a re-employment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations. (Education Code §45192)

#### Family and Medical Leave Act/California Family Rights Act

V. Eligible bargaining unit employees will be allowed to request an unpaid leave of absence in accordance with the provisions of the Family and Medical Leave Act ("FMLA") and/or the California Family Rights Act ("CFRA"), as applicable.

#### Catastrophic Leave-Continuation of Pay Status

W. A catastrophic leave/continuation of pay benefit may be requested by a bargaining unit employee pursuant to Education Code §44043.5, inclusive. For the purpose of this paragraph, "catastrophic" is defined in Education Code §44043.5(a)(1). The benefit consists of the number of sick leave credits, compensatory time, or vacation days donated by other District employees and converted to pay for the affected bargaining unit employee ("recipient") or eligible family member.

1. An employee who requests this benefit must fill out the District application form and submit it to the Human Resources Office, including the required documentation. Application forms are available at the Human Resources Office. A recipient must be off duty for a minimum of 10 consecutive workdays prior to receiving donations and must have exhausted all Regular (i.e., full-paid) Sick Leave.
2. Once a complete application is submitted, the District will solicit donations from the staff. Donations of an employee's sick leave credit shall be a minimum of one (1) day (eight (8) hours), with additional full days thereafter.
  - a. At the written request of the bargaining unit employee, donated credits may be coordinated with available FMLA and/or CFRA benefits. Sick Leave credits are applied on a day-for-day basis. A difference in the rate of pay of a donating employee and the recipient will not affect the amount of pay received.
  - b. An employee who donates sick leave credits is required to have a sick leave balance of at least five (5) days following the donation. As provided by Education Code §44043.5(d)(3), the transfer of eligible leave credits is irrevocable. If a donation is not utilized, all unused days shall be credited back to the donor.

3. At the written request of the recipient, donated credits shall be coordinated with differential pay during a period when the bargaining unit employee is on Extended Sick Leave under the provisions of Education Code §45196.

a. At the written request of the bargaining unit employee, donated credits may be coordinated with available FMLA benefits in order to provide a continuation of income, or may provide an extension of contributions for the District's health insurance package, or both.

b. Donations used to provide an extension of contributions for the bargaining unit employee's portion of health insurance premiums will be calculated based upon the recipient's hourly rate of pay divided into the health insurance premium to be paid.

4. Receipt of continuation pay while on Catastrophic Leave does not alter or extend the 100-day duration of Extended Sick Leave benefits pursuant to Education Code §45196, and subsequent placement on a re-employment list pursuant to Education Code §45195.

## **ARTICLE XII**

### **GRIEVANCE PROCEDURE**

A. A grievance is defined as an alleged violation, misapplication, or misinterpretation of the specific terms of this Agreement. A grievance may be filed by any employee or employees in the bargaining unit and/or by the Teamsters; hereinafter referred to as the grievant. Each grievance shall be filed on the appropriate form(s) which is (are) attached to this agreement as Appendix B, or on a Local 87 Letterhead, provided the grievance conforms to the requirements of paragraph D of this Article.

B. Any employee may, at any time, present grievances to the District and have such grievances adjusted without the intervention of the Exclusive Representative as long as the adjustment is not inconsistent with the terms of this Agreement; provided, however, that the District shall not agree to a resolution of the grievance until the Exclusive Representative has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response.

C. Once a grievance has been initiated, all matters of dispute relating to it which occur during the processing of the grievance shall become a part of and be resolved in the grievance proceeding. Once a grievance has been resolved, a grievant shall not be entitled to initiate a new grievance on any matter or occurrence which could have been included in the first grievance.

D. All written grievances as provided herein shall contain the following minimum information. Any grievances not containing the required minimum information will be denied. Such rejection shall not extend time limitations herein specified.

- Name of grievant.
- Date of filing.
- Date of alleged violation.
- Contractual section(s) allegedly violated.
- Synopsis of relevant facts.
- Relief requested.
- Date of Informal Conference (optional).

E. Representatives of the exclusive representative participating in the processing of grievances shall suffer no loss in pay if meetings or appointments are mutually scheduled by the District and the exclusive representative.

F. At the option of the grievant(s), a Union representative may participate at any level of this procedure.

G. No grievance shall be filed alleging a violation of any state or federal statute for which methods of appeal and/or redress are provided.

H. Failure of the grievant or the grievant's representative to adhere to the time limits of this Article shall constitute waiver of the grievance and acceptance of the District's action or decision at the appropriate level. Failure of the District to adhere to the time limits of this Article shall advance the grievance to the next step of this procedure.

I. Time limits may be extended only by mutual written agreement of the grievant and the District.

J. The parties agree that the prompt resolution of grievances is mutually beneficial. Each written grievance shall be preceded by an informal attempt to settle whatever problem exists with the immediate supervisor prior to the filing of a written grievance.

#### Level One

K. Within 15 days of the occurrence of the alleged violation of the Agreement, the grievant must present the grievance in writing to the immediate supervisor. Within 10 workdays of receipt of the grievance by the immediate supervisor, they shall communicate a clear and a concise decision and the reasons for such decision to the grievant in writing. If the immediate supervisor does not respond within the time limit, the grievant may appeal to Level Two.

#### Level Two

L. In the event the grievant is not satisfied with the decision at Level One, a written appeal to the Superintendent or designee must be filed within five (5) workdays of the issuance of the Level One decision. The appeal must contain all materials utilized in the first level, including the decision rendered, if any, and a concise statement of the reason for the appeal. The Superintendent or designee shall hold a conference with the grievant and a representative, and within 10 workdays after the conference, a written decision and the reasons for such decision shall be transmitted to the grievant. If there is no response within the time limit, the grievant may proceed to Level Three.

#### Level Three - Mediation

M. The parties shall request the services of a mediator from the California State Conciliation Service within five (5) workdays following written notice from the grievant that they are not satisfied with the decision at Level Two. The parties shall attempt to mediate a settlement to the grievance. In no instance will the form or matter of the discussion and/or proposals during the mediating process be revealed. Only the terms of a settlement, if any, may be revealed.



#### Level Four

N. In the event the Teamsters are not satisfied with the result at Level Three, they may, within five (5) workdays of completion of the Level Three proceedings, submit the grievance to binding arbitration under provisions of the Voluntary Labor Arbitration Rules of the American Arbitration Association. The parties agree to request the panel of arbitrators from the California State Mediation and Conciliation Service. The District shall grant paid release time to the Chief Shop Steward, or designee, and one additional Union shop steward to attend an arbitration hearing. If the Union determines that additional representatives are necessary, the Union shall request release time and identify the proposed additional representatives at least five (5) workdays in advance of the hearing, and such request be responded to within two (2) days and will not be unreasonably denied.

O. The arbitration shall be limited solely to the interpretation and the application of this Agreement to the precise issue(s) submitted for arbitration. The arbitration shall not determine any other issue(s).

P. The arbitrator shall have no power or authority to hear cases challenging any of the following:

1. The termination of services or failure to reemploy a probationary employee.
2. The placement of an employee on probationary status.
3. The content of the employee's evaluation.

Q. After a hearing on the merits of the grievance, the arbitrator shall render a written decision which sets forth findings of fact, reasoning, and conclusions on the precise issue(s) submitted.

1. Where the District has made a judgment involving the exercise of discretion, the arbitrator shall review such decision solely to determine whether the decision has violated the Agreement and shall not substitute the arbitrator's judgment for that of the District.
2. The arbitrator shall not add to, subtract from, amend, modify, or alter any provisions or procedures contained in this Agreement.
3. The arbitrator shall not issue statements of opinion or conclusions not essential to the determination of the issue(s) submitted.
4. The arbitrator's recommendation may include restitution, financial reimbursement, or other proper remedy.

R. The decision of the arbitrator will be submitted to the parties for implementation.

S. The costs of the arbitration proceeding, including State Mediation and Conciliation Service fees and the per diem charges of the arbitrator, shall be borne equally by the parties.

- T. Each party shall be responsible for the costs of presenting its case.
- U. All grievance materials shall be filed in grievance files which shall be kept separate and apart from the personnel files.
- V. Until such time as the final disposition of the grievance occurs, grievant(s) shall conform to the original direction of the District.

## **ARTICLE XIII**

### **PERSONNEL POLICY CHANGES**

A. With respect to personnel policies of the District directly related to classified Employees covered by this contract, the District agrees that any changes, modifications, deletions or additions to said policies shall not be effected without first allowing the Teamsters to request that such matters be reviewed on a "meet and confer" basis. Matters of policy changes, modifications, deletions or additions shall be reflected on the Board of Trustees meeting agenda and a copy of such agendas will be provided to the Teamsters by mail. The mailing of such agenda shall be notice of any proposed personnel policy action by the District. Within five days of said mailing the Teamsters, may at its option, request in writing that the proposed actions be reviewed in a "meet and confer" session. For purposes of this Article, "meet and confer" is defined as a meeting between a representative(s) of the District and a representative(s) of the Teamsters, at which meeting the proposal shall be explained by the District representative(s) and the Teamsters representative(s) shall be afforded a reasonable opportunity to express the views of the Teamsters related to such proposal. Further it is agreed that any written statement, which the Teamsters may submit to the District Superintendent reflecting the position of the Teamsters regarding the policy proposal shall be transmitted by the Superintendent to each member of the Board of Trustees. The "meet and confer" process shall only include the procedures outlined herein.

B. In the event that the District intends to modify Personnel Policies or Collective Bargaining Agreement issues on matters that are determined by the PERB to be negotiable under the provisions of §3540 et seq. of the Government Code, the parties shall meet and negotiate those issues.

C. Should the District propose to make changes to job descriptions within the Teamsters bargaining unit, the District will meet and confer in advance with the Teamsters.

**ARTICLE XIV**  
**CONCERTED ACTIVITIES**

A. It is agreed and understood that there shall be no strike, work stoppage, slow down or picketing in furtherance thereof or compliance with the request of other labor organizations to engage in such activities by the Teamsters, its officers, agents, or members during the term of this Agreement.

B. The Teamsters recognize the obligation of its representatives to comply with the provisions of this clause and to make every reasonable effort toward inducing all unit members to do so. In the event of a strike, work stoppage, or slow down by employees who are represented by the Teamsters, the Teamsters agree to take good-faith steps to cause those employees to cease such action.

C. The parties agree that during the negotiations of the reopener provisions of this Agreement, (through the exhaustion of the impasse procedures provided in the Act), the provisions of paragraphs A and B of this Article will not apply.

## **ARTICLE XV**

### **SCOPE OF AGREEMENT**

It is understood and agreed that the powers and responsibilities to manage and control the operations and affairs of the District are reserved exclusively to the District and the governing board, except as they are by this Agreement expressly and specifically limited in the manner and to the extent authorized by law. The matters contained within this Agreement are to the extent authorized by law, the entire agreement between parties on those matters proposed and subsequently withdrawn, those which could have been proposed but were not and those which, had the subject matter been known to or contemplated by either party at the time they met and negotiated on and executed this Agreement, might have been proposed. Except as otherwise specifically provided for in this Agreement, it is understood and agreed that as to all such matters there shall be no duty to meet and negotiate further during the term of this Agreement.

## **ARTICLE XVI**

### **SEVERABILITY/SAVINGS**

If any provisions of this contract or application of such provision to any person or circumstances shall be held invalid by a court or competent jurisdiction, the remainder of this contract or the application of such provisions to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

## **ARTICLE XVII**

### **VACANCY/PROMOTION**

A. The District shall determine when a vacancy exists and whether it is to be filled. If an existing position becomes open, the District will determine how to proceed as follows:

1. If a substitute is brought in to work in the open position, the District intends to fill the position pursuant to the procedures of this Article. The position will be posted within ten (10) work days.
2. If the District is considering whether to fill or not fill the position, no substitute will be brought in.
3. If the District has determined that a position will not be filled, the Exclusive Representative will be informed and provided the rationale for the decision.

B. Notices of vacancies to be filled within the bargaining unit shall be posted for ten (10) work days at each work site.

1. A copy of the notice shall be provided to the Chief Job Steward within two (2) days of the date it is posted.
2. The notice shall include the position description which shall include the job requirements and the training and experience required, number of designated hours, salary range, and worksite when known.

C. Bargaining unit employees may apply for posted vacancies within the application period. Only those bargaining unit employees with the qualifications specified will be considered. Upon final selection, unsuccessful bargaining unit employee applicants shall be notified in writing within 15 days. The District will notify the Teamsters Business Agent of the successful applicant.

D. Bargaining unit employees who are promoted to a position in a higher classification shall receive salary range placement that results in a minimum increase of five percent (5%), or placement at the top range for that position.

E. Applications for vacancy will be considered based on the following:

- Applicant's skills, experience, and certifications related to the specific requirements of the position, as set forth in the Job Posting and Job Description, including recency of skills, experience, and certifications.
- Applicant's most recent evaluation (a rating of "overall satisfactory" or greater will be scored equally).

- Documented discipline in the applicant's personnel file in the past two (2) years. Bargaining unit employees without documented discipline in the past two (2) years will be scored equally.
- Applicant's interview (based on interview questions that will be the same for all applicants). There will be at least two (2) interviewers.

The criteria shall be considered and ranked in a binary fashion and given equal weight in the decision. If two (2) or more bargaining unit employee applicants rank equally, District seniority will be the determining factor.

F. Bargaining unit employees who are promoted to higher classifications (higher hourly salary), will be subject to a six-month trial period. In the event that the bargaining unit employee's supervisor evaluates the performance of the bargaining unit employee and determines that the bargaining unit employee is not succeeding in the promotional position, the bargaining unit employee will be returned to their former classification with their prior number of work hours and work shift. The bargaining unit employee who is promoted also has the right to return to their former classification at their own initiative. In either case, this may result in the displacement of one or more probationary bargaining unit employees.

G. Promotions to the position of Head Custodian will be made only from the four (4) permanent bargaining unit employee applicants who have the most District custodial seniority, satisfactory overall evaluations over the previous two (2) school years and have passed a job-related assessment for the current promotion. In the event that fewer than four (4) such bargaining unit employees apply, the District may advertise for applicants outside the department. If there are still fewer than four (4) qualified applicants, the District may then advertise the position outside the District.



## **ARTICLE XVIII**

### **TRANSFERS**

#### Definition

A transfer is defined as a change in scheduled hours or change of job location to another site but within the same classification.

#### Voluntary Transfers

A. The following are procedures for voluntary transfers:

1. Bargaining unit employees will be notified of a vacancy in their job classification by a posting mailed to their site.
2. If only one (1) bargaining unit employee has requested a transfer, and the bargaining unit employee meets the criteria under Paragraph B the supervisor involved will give consideration to granting the request for voluntary transfer before the vacancy is posted.
3. If two (2) or more bargaining unit employees who meet the criteria set forth in paragraph B of this Article apply for transfer, the supervisor involved must select one (1) of the applicants to fill the vacancy.
4. After the procedure for voluntary transfer has been followed for any given District determined vacancy, the District may post the resulting vacancy and follow normal guidelines for vacancy selection of personnel in order to fill said vacancy.
5. A bargaining unit employee may voluntarily transfer only twice per fiscal year (July 1 – June 30).
6. If any Bus Driver or Bus Driver Expanded Services position becomes open as a transfer, bargaining unit employees in either classification shall have the opportunity to apply for the transfer.

B. In determining the District's needs, all Classified Employee Request for Voluntary Transfer (District Form 711031) will be considered on the following criteria:

1. Only permanent bargaining unit employees within the classification are eligible to transfer.
2. To be eligible for transfer, a bargaining unit employee must not have more than one (1) instance of documented discipline in their personnel file in the two (2) years preceding the transfer request.

3. If two (2) or more bargaining unit employee applicants satisfy the eligibility requirements, seniority in classification will be the determining factor.

The provisions for voluntary transfers within a classification will not apply when staffing new schools. When staffing for a new school is required, the Transfer Policy shall be used only as a guide. The Administration will endeavor to provide for a balanced staff in opening new schools. At no time will an existing school's classified staff be depleted of more than 60% of its current classified personnel in order to staff a new school.

A bargaining unit employee denied a transfer shall, upon written request within 10 days of denial, be given the written reason(s) for denial.

### Involuntary Transfers

C. A bargaining unit employee may be involuntarily transferred to another site or department which the bargaining unit employee did not request, but not as a reprisal for employee activity protected by the Act. Reasons for transfer of personnel may include:

1. Placement of personnel returning from leaves and/or restricted programs.
2. District related needs which may include another site or district department having greater need for a bargaining unit employee's specialized services than does the current site or department. Management will seek concurrence for the transfer. Should two (2) bargaining unit employees be equally qualified, the bargaining unit employee with the least bargaining unit seniority will have the option to displace a less senior bargaining unit employee (and assume the assigned work hours) at their school site. If the bargaining unit employee chooses not to displace a less senior bargaining unit employee, they will be involuntarily transferred.
3. Should the District implement a restructuring that will impact 50% or more of the positions within a classification, the District will re-bid all positions within the classification by seniority.
4. Performance Renewal. A bargaining unit employee may be transferred no more than once every two (2) years in order to provide a reasonable opportunity for improvement of performance. Transfers for this reason shall be preceded by evaluations and conferences.
5. Incompatibility with staff or site administrator. In such situations, no bargaining unit employee shall be arbitrarily transferred.

D. Upon written request within 10 working days, a bargaining unit employee who is to be involuntarily transferred shall be given reasons in writing for the impending transfer.

E. Involuntary transfers shall not be made for punitive, arbitrary, or capricious reasons.

## **ARTICLE XIX**

### **DRIVING ASSIGNMENTS**

The provisions of this Article apply to those District bargaining unit employees whose regular job duties require driving General Education or Special Education school vehicles. Throughout this Agreement, when bus drivers are referenced, it includes those in the classifications of Bus Driver and Bus Driver/Expanded Services.

#### Vehicle Assignments

A. Vehicles (which includes buses and vans) will be assigned to drivers at the beginning of each school year by August 1<sup>st</sup>, and the first work days after Autumn recess, Winter recess, and at Spring recess. Vehicles will be assigned based on classification seniority. General Education and Special Education are treated as separate categories for vehicle assignment purposes. The District will determine annually which vehicles are available for assignment. In determining assignments, the following conditions will be considered:

1. Drivers who are assigned to a new vehicle (i.e. purchased in its original manufactured condition and never placed in service) will not be eligible for assignment to another new vehicle until seven (7) full years have elapsed since the previous new vehicle assignment. Drivers who are assigned a new vehicle will not be eligible to be assigned to any other vehicle until the seven (7) full years have elapsed since the previous new vehicle assignment.
2. Drivers may select only from those available vehicles that are available in the fleet.
3. Drivers who change from a General Education vehicle to a Special Education vehicle or from a Special Education vehicle to a General Education vehicle when schools are in session will be assigned to a vehicle that is available at that particular time, and that vehicle will be reassigned at the beginning of the next school year.
4. Whenever vehicles are assigned, any decision shall also be based on consideration of the following factors:
  - a. Any decision mandated as reasonable accommodation pursuant to Title I of the Americans with Disabilities Act of 1990.
  - b. Any vehicle deemed to be a part of an experimental project being tested by the District.
  - c. Special needs of students and/or special needs and requirements associated with District programs.
5. When the District receives a new vehicle during the school year, it shall be offered to the next driver in line to receive a new vehicle, by seniority. If the

District does not intend to use the new vehicle for student transportation, the District will give notice to the Union and will meet and confer upon request.

6. Any driver that is involuntarily reassigned by the District between categories (Special Education and General Education) will be eligible for a new vehicle in accordance with seniority.

7. Any voluntary reassignment by a driver between categories will not result in the displacement of another driver's currently assigned vehicle. In a voluntary reassignment, the driver will not be eligible for a new vehicle assignment until the full seven (7) years have elapsed from when they were assigned a new vehicle in their prior category.

8. If a route is adjusted based on student or District needs which results in a change in the vehicle assigned to the route, the impacted driver will be given the option to be reassigned to a different vehicle and remain on the adjusted route, or to continue driving their assigned vehicle and be assigned to a different route. The driver will be informed of the different route prior to making the decision.

#### Extra-Duty Assignments

B. For the purposes of this paragraph, an extra-duty assignment is any field trip or other bus driving duty which occurs on weekends, holidays, Autumn, Winter, and Spring recesses, or any assignments which are scheduled to end after the regular school day

1. Opportunities for extra-duty assignments shall be offered to all bargaining unit drivers who sign up, on a rotational basis. The established extra-duty rotational lists shall be ordered by driver seniority.

2. The District will attempt to equalize the bus drivers' extra-duty opportunities, within reason. Drivers may refuse an extra-duty opportunity. Refusing an opportunity shall count as an opportunity for equalization purposes. At least 48 hours notice shall be given for extra duty offers, or the opportunity will not be charged to the driver if refused. A daily logbook documenting all extra-duty opportunities will be available for review by bargaining unit drivers and the Exclusive Representative. The log will be updated weekly.

3. Drivers whose extra-duty opportunity qualifies (in whole or in part) for overtime pay as provided by Education Code §45128 shall be compensated at time and one-half for qualifying hours.

4. If an extra-duty opportunity is not staffed, the least senior driver who is available shall be assigned.

### School Day Field Trips

C. School Day Field Trips occur during the regular school day, between the hours of 7:00 a.m. and 4:00 p.m.

1. Opportunities for drivers to sign up on the School Day Field Trip list will occur at the beginning of each new academic quarter.
2. School Day Field Trips will be offered on a rotational basis from an established list. Drivers who sign up will be placed on the list by classification seniority ranking.
3. If a driver has a mid-day and is next up in rotation for a school day field trip, the driver will be offered the school day field trip if it is longer than the mid-day and their mid-day will be reassigned.
4. Drivers who decline an opportunity for a School Day Field Trip will have that time count toward their accumulated School Day Field Trip time.
5. At least 24 hours notice will be given for School Day Field Trip opportunities, or the driver will not be charged if they decline.
6. Drivers who decline two (2) School Day Field Trip opportunities will be removed from the rotational list for the remainder of the academic quarter unless the driver is unavailable due to authorized school business or on an excused absence that day.
7. The District will attempt to equalize the bus drivers' School Day Field Trip opportunities, within reason.
8. A daily logbook documenting all School Day Field Trip opportunities will be available for review by bargaining unit drivers and the Exclusive Representative. The log will be updated weekly.
9. If a school day field trip opportunity is not staffed, the least senior driver who is available shall be assigned.

### Summer Work Assignments

D. Drivers who have achieved permanent status and whose work year is less than 12 months may sign up for summer work within their job description during the Summer recess period.

1. The District will post a list of known and available summer work assignments, including anticipated number of hours per day and assignment duration, prior to May 10 of each year. Absent unusual circumstances, all route assignments shall be given out no later than three (3) business days prior to the beginning of the assignments. All route assignments shall be made in person, unless the unit member is not available due to being on an approved leave of absence. In such circumstance, the absent unit member may provide their "proxy" to another unit member to select their route, or inform the Director of Transportation or designee of their selected available route options. The list will be updated as needed.

2. Bargaining unit drivers and transporters working within their regular job description will be paid at their regular rate of pay. Bargaining unit drivers and transporters working outside of their classification for summer work will be paid at the applicable posted rate and will receive applicable sick leave, vacation, and holiday benefits.

3. Drivers who sign up will be offered their choice of summer work assignment(s) on the basis of classification seniority. If an insufficient number of permanent drivers indicate an interest, drivers who have not achieved permanent status may be offered the work.

#### Absentee Coverage

E. The District will use qualified substitute drivers to provide coverage for absent drivers. If the regularly scheduled driver is absent for more than 10 work days, in the absence of a sufficient number of substitute drivers, the District will assign drivers from a voluntary list compiled in seniority order. If coverage is needed beyond those who are available on the voluntary list, coverage will be assigned in reverse seniority order.

## **Route Assignments – One-Year Pilot Program**

The following Route Assignments language constitutes a one-year pilot program, effective from July 1, 2024, to June 30, 2025. This pilot program is not precedent setting and will automatically terminate on June 30, 2025.

### **Negotiation for the 2025-2026 School Year**

Either party may demand to negotiate this Route Assignments language to be effective beginning the 2025-2026 school year, and such demand will not count against either party's discretionary reopeners for negotiations.

### **Reversion to Existing Contract Language**

If the pilot program terminates, the Route Assignments language included in this pilot program shall cease to exist. Route Assignments shall revert to the existing contract language and past practice that was in place before the pilot program's implementation.

## **Route Assignments**

Routes to be assigned by Classification Seniority. Drivers will pick from all routes that accommodate their Bus. The route listings will include, but not limited to, start and end times, stop locations and other pertinent route details.

- A. All 8-Hour Drivers' schedules will be filled first with Routes, Middays and, if possible, GATE Assignments.
- B. GATE Routes are to be given to 8-Hour Bus Drivers first if they still have available driving time and are available before assigned to Bus Driver/Expanded Services Drivers.
- C. The District or designee reserves may make route changes based on efficiency, student, or District needs. The District will provide three (3) business days' notice of changes to routes. Upon driver request, the District will provide an explanation of route changes.

### **Middle of the Day Extra Time**

- A. For the purpose of this paragraph, "middle of the day extra assignment" is any Midday, GATE and any other assignment in the middle of work schedule.
  - 1. Opportunities for Middays, GATE and other middle of the day work shall be offered to all drivers who sign up, on a rotational basis. The established middle of day extra time list shall be in order by Classification Seniority.
  - 2. New Drivers to the fleet shall be added at the end of list.
  - 3. If a middle of the day extra time opportunity is not staffed, the least senior driver who is available shall be assigned.

## **ARTICLE XX DATES OF AGREEMENT**

A. It is understood and agreed that the specific conditions contained in this Agreement shall prevail over the District practices and procedures and over state laws to the extent permitted by state law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary on the part of the District.

B. This contract shall be in full force and effect until June 30, 2024. For the 2023-2024 school year, the parties agree to reopen Article VII, PAY AND ALLOWANCES, and Article VIII, HEALTH AND WELFARE BENEFITS, plus up to two (2) other articles designated by either party.

C. By fixing their signatures to this Agreement, the signatories indicate that they have the express authority of their respective bodies to appear and execute this Agreement.

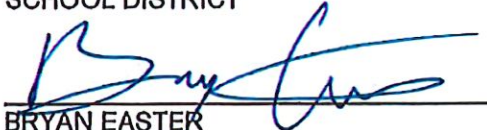


## RATIFICATION AND ACCEPTANCE

By their signatures below, the signatories certify that they are authorized representatives of either the District or the Union as the contracting parties; that all actions necessary for the District or the Union to ratify and accept this Agreement as a binding and bilateral Agreement have been completed in the manner required by that party and the law and that this Agreement is hereby entered into without the need for further ratification and acceptance.

**ACCEPTED:**

PANAMA-BUENA VISTA UNION  
SCHOOL DISTRICT

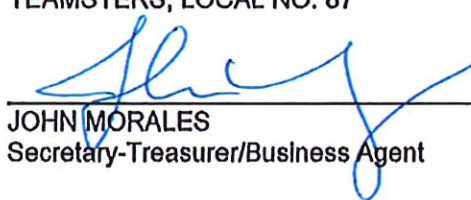
  
BRYAN EASTER  
President, Board of Trustees

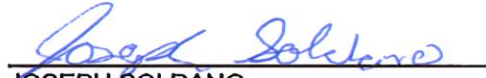
  
KEITH WOLARIDGE  
Clerk, Board of Trustees

Dated: 07/25/2024

**ACCEPTED:**

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, LOCAL NO. 87

  
JOHN MORALES  
Secretary-Treasurer/Business Agent

  
JOSEPH SOLDANO  
President/Business Agent

Dated: August 3, 2024

## **APPENDIX A**

<p style="text-align: center;"><b>Panama-Buena Vista Union School District Classified Teamsters Local No. 87 (Unit A) Salary Schedule Represented Bargaining Unit Employees July 1, 2021 - June 30, 2022</b></p>
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<b>Title</b>	<b>Grade</b>	<b>Starting Hourly Rate</b>
Bus Driver	32	\$19.52
Bus Driver - Expanded Services	32	\$19.52
Certified Transportation Mechanic	TBD	TBD
Computer Technician	47	\$24.63
Custodian	26	\$17.70
Groundskeeper	30	\$18.91
Head Custodian	33	\$19.83
Lead Maintenance Technician	61	\$30.96
Lead Warehouse and Logistics Specialist	33	\$19.83
Maintenance Technician I	33	\$19.83
Maintenance Technician II	41	\$22.45
Maintenance Technician III	59	\$30.00
Service Worker	36	\$20.76
Transporter	23	\$16.78
Warehouse and Logistics Specialist	31	\$19.21

**Panama-Buena Vista Union School District Classified  
Teamsters Local No. 87 (Unit A) Salary Schedule Grades 19**

- 41

**July 1, 2021 - June 30, 2022**

**STEP**

<b>Grade</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
19	\$ 15.55	\$ 16.17	\$ 16.78	\$ 17.39	\$ 17.99	\$ 18.60	\$ 19.21	\$ 19.83
20	\$ 15.86	\$ 16.47	\$ 17.08	\$ 17.70	\$ 18.30	\$ 18.91	\$ 19.52	\$ 20.13
21	\$ 16.17	\$ 16.78	\$ 17.39	\$ 17.99	\$ 18.60	\$ 19.21	\$ 19.83	\$ 20.44
22	\$ 16.47	\$ 17.08	\$ 17.70	\$ 18.30	\$ 18.91	\$ 19.52	\$ 20.13	\$ 20.73
23	\$ 16.78	\$ 17.39	\$ 17.99	\$ 18.60	\$ 19.21	\$ 19.83	\$ 20.44	\$ 21.04
24	\$ 17.08	\$ 17.70	\$ 18.30	\$ 18.91	\$ 19.52	\$ 20.13	\$ 20.73	\$ 21.34
25	\$ 17.39	\$ 17.99	\$ 18.60	\$ 19.21	\$ 19.83	\$ 20.44	\$ 21.04	\$ 21.65
26	\$ 17.70	\$ 18.30	\$ 18.91	\$ 19.52	\$ 20.13	\$ 20.73	\$ 21.34	\$ 21.96
27	\$ 17.99	\$ 18.60	\$ 19.21	\$ 19.83	\$ 20.44	\$ 21.04	\$ 21.65	\$ 22.26
28	\$ 18.30	\$ 18.91	\$ 19.52	\$ 20.13	\$ 20.73	\$ 21.34	\$ 21.96	\$ 22.57
29	\$ 18.60	\$ 19.21	\$ 19.83	\$ 20.44	\$ 21.04	\$ 21.65	\$ 22.26	\$ 22.87
30	\$ 18.91	\$ 19.52	\$ 20.13	\$ 20.73	\$ 21.34	\$ 21.96	\$ 22.57	\$ 23.18
31	\$ 19.21	\$ 19.83	\$ 20.44	\$ 21.04	\$ 21.65	\$ 22.26	\$ 22.87	\$ 23.47
32	\$ 19.52	\$ 20.13	\$ 20.73	\$ 21.34	\$ 21.96	\$ 22.57	\$ 23.18	\$ 23.78
33	\$ 19.83	\$ 20.44	\$ 21.04	\$ 21.65	\$ 22.26	\$ 22.87	\$ 23.47	\$ 24.09
34	\$ 20.13	\$ 20.74	\$ 21.35	\$ 21.96	\$ 22.57	\$ 23.18	\$ 23.79	\$ 24.39
35	\$ 20.45	\$ 21.06	\$ 21.66	\$ 22.27	\$ 22.88	\$ 23.50	\$ 24.11	\$ 24.72
36	\$ 20.76	\$ 21.38	\$ 21.99	\$ 22.59	\$ 23.20	\$ 23.82	\$ 24.42	\$ 25.03
37	\$ 21.09	\$ 21.70	\$ 22.30	\$ 22.91	\$ 23.53	\$ 24.14	\$ 24.75	\$ 25.35
38	\$ 21.42	\$ 22.04	\$ 22.64	\$ 23.25	\$ 23.85	\$ 24.46	\$ 25.08	\$ 25.68
39	\$ 21.76	\$ 22.36	\$ 22.98	\$ 23.58	\$ 24.19	\$ 24.79	\$ 25.40	\$ 26.00
40	\$ 22.10	\$ 22.70	\$ 23.31	\$ 23.91	\$ 24.52	\$ 25.13	\$ 25.74	\$ 26.34
41	\$ 22.45	\$ 23.05	\$ 23.65	\$ 24.25	\$ 24.86	\$ 25.46	\$ 26.07	\$ 26.68

**Panama-Buena Vista Union School District Classified  
Teamsters Local No. 87 (Unit A) Salary Schedule Grades 42  
- 61 and Longevity  
July 1, 2021 - June 30, 2022**

**STEP**

<b>Grade</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
42	\$ 22.79	\$ 23.39	\$ 23.99	\$ 24.60	\$ 25.21	\$ 25.81	\$ 26.41	\$ 27.01
43	\$ 23.15	\$ 23.75	\$ 24.35	\$ 24.95	\$ 25.55	\$ 26.16	\$ 26.77	\$ 27.37
44	\$ 23.52	\$ 24.12	\$ 24.72	\$ 25.31	\$ 25.91	\$ 26.52	\$ 27.11	\$ 27.72
45	\$ 23.88	\$ 24.47	\$ 25.08	\$ 25.68	\$ 26.27	\$ 26.88	\$ 27.47	\$ 28.07
46	\$ 24.25	\$ 24.85	\$ 25.44	\$ 26.03	\$ 26.63	\$ 27.24	\$ 27.83	\$ 28.43
47	\$ 24.63	\$ 25.22	\$ 25.81	\$ 26.40	\$ 27.00	\$ 27.60	\$ 28.19	\$ 28.80
48	\$ 25.01	\$ 25.61	\$ 26.20	\$ 26.79	\$ 27.39	\$ 27.98	\$ 28.57	\$ 29.17
49	\$ 25.40	\$ 25.99	\$ 26.58	\$ 27.16	\$ 27.77	\$ 28.36	\$ 28.95	\$ 29.54
50	\$ 25.80	\$ 26.38	\$ 26.97	\$ 27.55	\$ 28.14	\$ 28.73	\$ 29.33	\$ 29.92
51	\$ 26.21	\$ 26.79	\$ 27.38	\$ 27.95	\$ 28.53	\$ 29.12	\$ 29.70	\$ 30.29
52	\$ 26.61	\$ 27.20	\$ 27.78	\$ 28.35	\$ 28.94	\$ 29.53	\$ 30.10	\$ 30.69
53	\$ 27.02	\$ 27.60	\$ 28.17	\$ 28.75	\$ 29.34	\$ 29.92	\$ 30.50	\$ 31.08
54	\$ 27.45	\$ 28.02	\$ 28.60	\$ 29.17	\$ 29.74	\$ 30.33	\$ 30.91	\$ 31.48
55	\$ 27.88	\$ 28.45	\$ 29.02	\$ 29.58	\$ 30.15	\$ 30.74	\$ 31.30	\$ 31.88
56	\$ 28.32	\$ 28.88	\$ 29.45	\$ 30.00	\$ 30.57	\$ 31.15	\$ 31.72	\$ 32.29
57	\$ 28.75	\$ 29.32	\$ 29.88	\$ 30.44	\$ 31.00	\$ 31.58	\$ 32.14	\$ 32.71
58	\$ 29.21	\$ 29.76	\$ 30.32	\$ 30.86	\$ 31.43	\$ 32.00	\$ 32.56	\$ 33.13
59	\$ 30.00	\$ 30.92	\$ 31.83	\$ 32.79	\$ 33.77	\$ 34.53	\$ 35.31	\$ 35.84
60	\$ 30.48	\$ 31.37	\$ 32.30	\$ 33.25	\$ 34.25	\$ 34.99	\$ 35.78	\$ 36.30
61	\$ 30.96	\$ 31.85	\$ 32.78	\$ 33.73	\$ 34.72	\$ 35.47	\$ 36.25	\$ 36.76

Additional hourly compensation for longevity will be provided at the beginning of the following years:

Year	<u>10+</u>	<u>13+</u>	<u>15+</u>	<u>19+</u>	<u>25+</u>
Hourly Increase	\$0.64	\$1.28	\$1.94	\$2.59	\$3.23

## APPENDIX A-1

**Panama-Buena Vista Union School District Classified  
Teamsters Local No. 87 (Unit A) Salary Schedule  
Represented Bargaining Unit Employees  
July 1, 2022 - June 30, 2023**

<b>Title</b>	<b>Grade</b>	<b>Starting Hourly Rate</b>
Bus Driver	32	\$20.20
Bus Driver - Expanded Services	32	\$20.20
Certified Transportation Mechanic	TBD	TBD
Computer Technician	47	\$25.49
Custodian	26	\$18.32
Groundskeeper	30	\$19.57
Head Custodian	33	\$20.52
Lead Maintenance Technician	61	\$32.04
Lead Warehouse and Logistics Specialist	33	\$20.52
Maintenance Technician I	33	\$20.52
Maintenance Technician II	41	\$23.24
Maintenance Technician III	59	\$31.05
Service Worker	36	\$21.49
Transporter	23	\$17.37
Warehouse and Logistics Specialist	31	\$19.88

**Panama-Buena Vista Union School District Classified  
Teamsters Local No. 87 (Unit A) Salary Schedule Grades 19  
- 41  
July 1, 2022 - June 30, 2023**

**STEP**

<b>Grade</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
19	\$ 16.09	\$ 16.74	\$ 17.37	\$ 18.00	\$ 18.62	\$ 19.25	\$ 19.88	\$ 20.52
20	\$ 16.42	\$ 17.05	\$ 17.68	\$ 18.32	\$ 18.94	\$ 19.57	\$ 20.20	\$ 20.83
21	\$ 16.74	\$ 17.37	\$ 18.00	\$ 18.62	\$ 19.25	\$ 19.88	\$ 20.52	\$ 21.16
22	\$ 17.05	\$ 17.68	\$ 18.32	\$ 18.94	\$ 19.57	\$ 20.20	\$ 20.83	\$ 21.46
23	\$ 17.37	\$ 18.00	\$ 18.62	\$ 19.25	\$ 19.88	\$ 20.52	\$ 21.16	\$ 21.78
24	\$ 17.68	\$ 18.32	\$ 18.94	\$ 19.57	\$ 20.20	\$ 20.83	\$ 21.46	\$ 22.09
25	\$ 18.00	\$ 18.62	\$ 19.25	\$ 19.88	\$ 20.52	\$ 21.16	\$ 21.78	\$ 22.41
26	\$ 18.32	\$ 18.94	\$ 19.57	\$ 20.20	\$ 20.83	\$ 21.46	\$ 22.09	\$ 22.73
27	\$ 18.62	\$ 19.25	\$ 19.88	\$ 20.52	\$ 21.16	\$ 21.78	\$ 22.41	\$ 23.04
28	\$ 18.94	\$ 19.57	\$ 20.20	\$ 20.83	\$ 21.46	\$ 22.09	\$ 22.73	\$ 23.36
29	\$ 19.25	\$ 19.88	\$ 20.52	\$ 21.16	\$ 21.78	\$ 22.41	\$ 23.04	\$ 23.67
30	\$ 19.57	\$ 20.20	\$ 20.83	\$ 21.46	\$ 22.09	\$ 22.73	\$ 23.36	\$ 23.99
31	\$ 19.88	\$ 20.52	\$ 21.16	\$ 21.78	\$ 22.41	\$ 23.04	\$ 23.67	\$ 24.29
32	\$ 20.20	\$ 20.83	\$ 21.46	\$ 22.09	\$ 22.73	\$ 23.36	\$ 23.99	\$ 24.61
33	\$ 20.52	\$ 21.16	\$ 21.78	\$ 22.41	\$ 23.04	\$ 23.67	\$ 24.29	\$ 24.93
34	\$ 20.83	\$ 21.47	\$ 22.10	\$ 22.73	\$ 23.36	\$ 23.99	\$ 24.62	\$ 25.24
35	\$ 21.17	\$ 21.80	\$ 22.42	\$ 23.05	\$ 23.68	\$ 24.32	\$ 24.95	\$ 25.59
36	\$ 21.49	\$ 22.13	\$ 22.76	\$ 23.38	\$ 24.01	\$ 24.65	\$ 25.27	\$ 25.91
37	\$ 21.83	\$ 22.46	\$ 23.08	\$ 23.71	\$ 24.35	\$ 24.98	\$ 25.62	\$ 26.24
38	\$ 22.17	\$ 22.81	\$ 23.43	\$ 24.06	\$ 24.68	\$ 25.32	\$ 25.96	\$ 26.58
39	\$ 22.52	\$ 23.14	\$ 23.78	\$ 24.41	\$ 25.04	\$ 25.66	\$ 26.29	\$ 26.91
40	\$ 22.87	\$ 23.49	\$ 24.13	\$ 24.75	\$ 25.38	\$ 26.01	\$ 26.64	\$ 27.26
41	\$ 23.24	\$ 23.86	\$ 24.48	\$ 25.10	\$ 25.73	\$ 26.35	\$ 26.98	\$ 27.61

**Panama-Buena Vista Union School District Classified  
Teamsters Local No. 87 (Unit A) Salary Schedule Grades 42  
- 61 and Longevity  
July 1, 2022 - June 30, 2023**

**STEP**

<b>Grade</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
42	\$ 23.59	\$ 24.21	\$ 24.83	\$ 25.46	\$ 26.09	\$ 26.71	\$ 27.33	\$ 27.96
43	\$ 23.96	\$ 24.58	\$ 25.20	\$ 25.82	\$ 26.44	\$ 27.08	\$ 27.71	\$ 28.33
44	\$ 24.34	\$ 24.96	\$ 25.59	\$ 26.20	\$ 26.82	\$ 27.45	\$ 28.06	\$ 28.69
45	\$ 24.72	\$ 25.33	\$ 25.96	\$ 26.58	\$ 27.19	\$ 27.82	\$ 28.43	\$ 29.05
46	\$ 25.10	\$ 25.72	\$ 26.33	\$ 26.94	\$ 27.56	\$ 28.19	\$ 28.80	\$ 29.43
47	\$ 25.49	\$ 26.10	\$ 26.71	\$ 27.32	\$ 27.95	\$ 28.57	\$ 29.18	\$ 29.81
48	\$ 25.89	\$ 26.51	\$ 27.12	\$ 27.73	\$ 28.35	\$ 28.96	\$ 29.57	\$ 30.19
49	\$ 26.29	\$ 26.90	\$ 27.51	\$ 28.11	\$ 28.74	\$ 29.35	\$ 29.96	\$ 30.57
50	\$ 26.70	\$ 27.30	\$ 27.91	\$ 28.51	\$ 29.12	\$ 29.74	\$ 30.36	\$ 30.97
51	\$ 27.13	\$ 27.73	\$ 28.34	\$ 28.93	\$ 29.53	\$ 30.14	\$ 30.74	\$ 31.35
52	\$ 27.54	\$ 28.15	\$ 28.75	\$ 29.34	\$ 29.95	\$ 30.56	\$ 31.15	\$ 31.76
53	\$ 27.97	\$ 28.57	\$ 29.16	\$ 29.76	\$ 30.37	\$ 30.97	\$ 31.57	\$ 32.17
54	\$ 28.41	\$ 29.00	\$ 29.60	\$ 30.19	\$ 30.78	\$ 31.39	\$ 31.99	\$ 32.58
55	\$ 28.86	\$ 29.45	\$ 30.04	\$ 30.62	\$ 31.21	\$ 31.82	\$ 32.40	\$ 33.00
56	\$ 29.31	\$ 29.89	\$ 30.48	\$ 31.05	\$ 31.64	\$ 32.24	\$ 32.83	\$ 33.42
57	\$ 29.76	\$ 30.35	\$ 30.93	\$ 31.51	\$ 32.09	\$ 32.69	\$ 33.26	\$ 33.85
58	\$ 30.23	\$ 30.80	\$ 31.38	\$ 31.94	\$ 32.53	\$ 33.12	\$ 33.70	\$ 34.29
59	\$ 31.05	\$ 32.00	\$ 32.94	\$ 33.94	\$ 34.95	\$ 35.74	\$ 36.55	\$ 37.09
60	\$ 31.55	\$ 32.47	\$ 33.43	\$ 34.41	\$ 35.45	\$ 36.21	\$ 37.03	\$ 37.57
61	\$ 32.04	\$ 32.96	\$ 33.93	\$ 34.91	\$ 35.94	\$ 36.71	\$ 37.52	\$ 38.05

Additional hourly compensation for longevity will be provided at the beginning of the following years:

Year	<u>10+</u>	<u>13+</u>	<u>15+</u>	<u>19+</u>	<u>25+</u>
Hourly Increase	\$0.66	\$1.32	\$2.01	\$2.68	\$3.34

## APPENDIX A-2

**Panama-Buena Vista Union School District Classified Teamsters Local No. 87  
(Unit A) Salary Schedule Represented Bargaining Unit Employees  
July 1, 2023 - June 30, 2024**

<b>Title</b>	<b>Grade</b>	<b>Starting Hourly Rate</b>
Bus Driver	34	\$22.29
Bus Driver - Expanded Services	34	\$22.29
Certified Transportation Mechanic	59	\$33.22
Computer Technician	47	\$27.27
Custodian	26	\$19.60
Groundskeeper	30	\$20.94
Head Custodian	35	\$22.65
Lead Maintenance Technician	61	\$34.28
Lead Warehouse and Logistics Specialist	33	\$21.96
Maintenance Technician I	33	\$21.96
Maintenance Technician II	43	\$25.64
Maintenance Technician III	59	\$31.05
Service Technician	36	\$22.99
Transporter	26	\$19.60
Warehouse and Logistics Specialist	31	\$21.27



## Classified Teamsters Local No. 87 (Unit A) Salary Schedule

**2023-24**

Job Title	Job Class	Job Grade	Job Title	Job Class	Job Grade
Bus Driver	3411	34	Lead Maintenance Technician	3158	61
Bus Driver - Expanded Services	3415	34	Lead Warehouse & Logistics Specialist	3366	33
Certified Transportation Mechanic	3404	59	Maintenance Technician I	3394	33
Computer Technician	3381	47	Maintenance Technician II	3395	43
Custodian	3391	26	Maintenance Technician III	3396	59
Groundskeeper	3397	30	Service Technician	3401	36
Head Custodian	3390	35	Transporter	3412	26
Lead Groundskeeper	TBD	TBD	Warehouse & Logistics Specialist	3365	31

		<b>STEP</b>							
Grade	Time Base	1	2	3	4	5	6	7	8
26	Hourly	\$ 19.60	\$ 20.27	\$ 20.94	\$ 21.61	\$ 22.29	\$ 22.96	\$ 23.64	\$ 24.32
30	Hourly	\$ 20.94	\$ 21.61	\$ 22.29	\$ 22.96	\$ 23.64	\$ 24.32	\$ 25.00	\$ 25.67
31	Hourly	\$ 21.27	\$ 21.96	\$ 22.64	\$ 23.30	\$ 23.98	\$ 24.65	\$ 25.33	\$ 25.99
33	Hourly	\$ 21.96	\$ 22.64	\$ 23.30	\$ 23.98	\$ 24.65	\$ 25.33	\$ 25.99	\$ 26.68
34	Hourly	\$ 22.29	\$ 22.97	\$ 23.65	\$ 24.32	\$ 25.00	\$ 25.67	\$ 26.34	\$ 27.01
35	Hourly	\$ 22.65	\$ 23.33	\$ 23.99	\$ 24.66	\$ 25.34	\$ 26.02	\$ 26.70	\$ 27.38
36	Hourly	\$ 22.99	\$ 23.68	\$ 24.35	\$ 25.02	\$ 25.69	\$ 26.38	\$ 27.04	\$ 27.72
43	Hourly	\$ 25.64	\$ 26.30	\$ 26.96	\$ 27.63	\$ 28.29	\$ 28.98	\$ 29.65	\$ 30.31
47	Hourly	\$ 27.27	\$ 27.93	\$ 28.58	\$ 29.23	\$ 29.91	\$ 30.57	\$ 31.22	\$ 31.90
59	Hourly	\$ 33.22	\$ 34.24	\$ 35.25	\$ 36.32	\$ 37.40	\$ 38.24	\$ 39.11	\$ 39.69
61	Hourly	\$ 34.28	\$ 35.27	\$ 36.31	\$ 37.35	\$ 38.46	\$ 39.28	\$ 40.15	\$ 40.71

Additional hourly compensation for longevity will be provided at the beginning of the following years:

<u>10+</u>	<u>13+</u>	<u>15+</u>	<u>19+</u>	<u>25+</u>
\$0.71	\$1.41	\$2.15	\$2.87	\$3.57

Employees whose regular work shift begins at or after 11:00a.m. and ends at or after 8:00p.m. shall receive a five percent (5%) shift differential.

An employee whose regular assigned work shift includes more than one (1) hour of unpaid, unassigned time (including lunch) shall receive a ten percent (10%) split shift differential which shall apply to all hours worked.

An employee who is eligible for a split shift differential does not receive an evening shift differential.

**APPENDIX B**

Panama-Buena Vista Union School District  
4200 Ashe Road  
Bakersfield, Ca 93313  
(661) 831-8331

**EMPLOYEE GRIEVANCE REPORT**

Initial Processing

Grievant(s): \_\_\_\_\_

School: \_\_\_\_\_ Position: \_\_\_\_\_

Grievant's Immediate Principal/Supervisor: \_\_\_\_\_

Date of Incident: \_\_\_\_\_ Time: \_\_\_\_\_ Location: \_\_\_\_\_

Was an informal meeting with the immediate principal/supervisor and grievant held in an attempt at settlement prior to

Level One?             Yes                             No                            Date: \_\_\_\_\_

I. Grievant alleges that a dispute or disagreement exists involving a violation of the Employment Contract provisions. The contract provision violated is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

II. The following factual matters are the basis of the Grievant's allegation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

III. The Grievant recommends that the Grievance be resolved in the following manner:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EMPLOYEE GRIEVANCE REPORT**

Level One

*This form must be accompanied by Initial Processing form, 706060*

Name of Grievant(s): \_\_\_\_\_ School: \_\_\_\_\_

Position: \_\_\_\_\_ Name of Grievant's Immediate Principal/Supervisor: \_\_\_\_\_

Date of Incident: \_\_\_\_\_ Time: \_\_\_\_\_ Location: \_\_\_\_\_

I. Date of Presentation of Initial Processing form to Principal/Supervisor: \_\_\_\_\_

II. Deadline Date: \_\_\_\_\_ (Principal/Supervisor must schedule Level One meeting within ten (10) days)

III. Date of Level One meeting with Principal/Supervisor: \_\_\_\_\_

IV. Disposition by Principal/Supervisor: \_\_\_\_\_

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Principal/Supervisor Signature: \_\_\_\_\_

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





