

Tentative Agreement
between the
Berkeley Unified School District (District)
and the
The Berkeley Council of Classified Employees, AFT Local 6192, AFT/CFT, AFL-CIO

January 8, 2018

The Berkeley Unified School District (District) and the Berkeley Council of Classified Employees, AFT Local 6192, AFT/CFT, AFL-CIO, tentatively agree on the following changes to the collective bargaining agreement between the parties as the reopener agreement for the July 1, 2017 to June 30, 2018 collective bargaining agreement.

Article 4 – Organizational Rights

- 4.3.2 The Union has the right to material that will enable it to fulfill its role as the exclusive bargaining agent. This includes, but is not limited to:
- (a) ~~Twice annually~~On the first working day of October, February, and June, in the event of a proposed layoff, and upon mutual agreement, the District shall provide the Union with all information related to employees on file with the employer required by Government Code sections 3555-3559 (AB 119), including but not limited to their name, address, personal email addresses, work, home, and personal cellular telephone number, status, classification, position, department or work site, hire date(s) and pay rate, to the extent this information can be computer-generated without reprogramming. In addition, the District shall provide such information for any newly hired unit member within thirty (30) days of the date of hire or by the first regular pay period of the month following hire, whichever occurs earlier.
 - (b) The District shall provide the Union twice annually (~~October 1 and March 1~~, approximately on the first working day of October and February) a status report on all positions, including the name of the employee filling each position as well as any budgeted positions whether they are filled or not.
 - (c) The District shall provide the Union with a current seniority list as follows: (1) twice annually (~~October 1 and March 1~~, approximately on the first working day of October and February), (2) in the event of a layoff, and (3) upon mutual agreement. Such information shall be provided in a mutually agreed upon format.

4.8 New Unit Members

- ~~4.8.1~~ The Human Resources Department shall distribute to all new unit members a packet of informational materials which shall be supplied by the Union.
- 4.8.2 The District shall provide a new employee orientation on the third Wednesday *minimum* day of each month, and the third Wednesday during the summer months.. If the District office is closed on the third Wednesday of the month, the District shall provide a new employee orientation that month on the last preceding Wednesday that the District office is open for business. If the minimum days for elementary schools are changed, the parties shall, upon the request of either party, meet to bargain any effects of this change on the date of the new employee orientation.~~reopen negotiations over this paragraph upon the request of either party.~~
- 4.8.3 Unit members hired on or after July 1, 2017 shall be required to attend the first orientation provided after their first day of work. The District shall provide the Union with a list of unit members scheduled to attend each orientation at least five (5) working days before the orientation.
- 4.8.4 The District and the Union shall establish a committee to develop an orientation program for new unit members. In addition, the Union will be allowed ~~reasonable time (typically thirty (30) to up to~~ forty-five (45) minutes} at any orientation meetings to address the new unit members. Two (2) Union representatives shall have the right to receive reasonable periods of release time without loss of compensation to participate in the orientation.
- 4.8.5 The District shall provide the Union with a copy of new hire letters (Appendix I) when they are provided to the new hire.

For BCCE:

Ed Wang, CFT Field Representative

Date:

For the District:

Evelyn Tamondong-Bradley,
Assistant Superintendent

Date: