

TENTATIVE AGREEMENT

4.12 Organizational Security

4.12.1 Any unit member who is a member of the Union or who has applied for membership may sign and deliver to the District an assignment authorizing deduction of membership dues, fees, and general assessments associated with membership in the Union. Pursuant to such authorization, the District shall deduct such dues, fees, and assessments from the regular salary check of the unit member each pay period in accordance with the schedule provided by the Union.

4.12.2 Any unit member who is paying membership dues may stop making those payments by giving written notice to the Union during the period not less than thirty (30) and not more than forty-five (45) days before (1) the annual anniversary date of the unit member's authorization or (2) the expiration date of this Agreement, whichever occurs sooner. The Union shall notify the District in writing of the change and the District will honor the unit member's deduction authorizations unless they are revoked in writing during the window period, irrespective of the unit member's membership in the Union.

4.12.23 All unit members shall, as a condition of employment, have dues or an Agency or Fair Share Fee deducted from their salary starting with their first pay warrant. In no case shall the Agency Fee be greater than periodic dues and general assessments of the Union.

4.12.34 The parties agree further that the failure of any unit member to pay the equivalent of Union periodic dues, fees, or general assessments during the term of this Agreement shall constitute just and reasonable cause for discharge from employment. The District may exercise its right to automatically deduct the service fees under the provisions of Education Code Section 45168 in lieu of dismissing a unit member who refuses to sign a dues or agency fee authorization form.

4.12.45 Notwithstanding any other provisions of this Article, any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting labor organizations shall not be required to join, maintain membership in, or financially support the Union as a condition of employment, except that such unit member is required, in lieu of payment of an agency or fair share fee to the Union, to pay an amount equal to the fee to one of the following non-religious, non-labor organization charitable funds:

- (a) Berkeley High School Scholarship Fund
- (b) The Greg Brown Memorial Fund
- (c) The United Way
- (d) The American Heart Association.

**Berkeley Council of Classified Employees
AFT Local 6192**

Date: _____
Time: _____

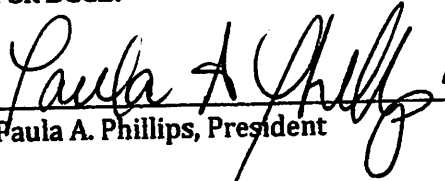
Proof of payment pursuant to this paragraph shall be made by the unit member on an annual basis to the District as a condition of continued exemption from the provisions of sections 4.12.1 and 4.12.2-3 of this Article. Such proof shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the fair share fee has been made. Such proof shall be presented on or before June 1 of each school year. The Union shall have the right of inspection in order to review said proof of payment.

4.12.56 The Union agrees to furnish any information to the District to fulfill the provisions of this Article dealing with organizational security.

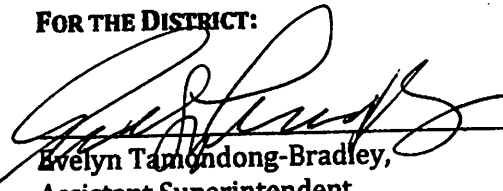
4.12.67 The District shall pay to the Union the service/agency/fair share fees, and membership dues, fees and general assessments deducted within a reasonable period of time after the deductions are made.

4.12.78 The Union shall indemnify and hold the District harmless from any and all claims, demands, or suits or any other actions arising from any of the provisions of this Article dealing with organizational security.

FOR BCCE:


Paula A. Phillips, President
11/8/17
Date

FOR THE DISTRICT:


Evelyn Tamondong-Bradley,
Assistant Superintendent
11/8/17
Date

TENTATIVE AGREEMENT

Article 15 - Disciplinary Action and Appeal

15.1 General

The Personnel Commission Rules and regulations 60.1000 are hereby incorporated into this contract. See Appendix H.G.

15.2 Not Grievable

The provisions of this Article shall be exempt from Article 16, Grievance Procedure.

15.3 Disciplinary Letters

The District shall send copies of all disciplinary letters intended for a unit member's personnel file to the designated Union President at the time they are sent to the unit member. A unit member shall have the right to place on file a waiver of this section, with copies to the immediate supervisor, the Human Resources Department, and the Union.

15.4 Right to Union Representation

15.4.1 A unit member shall be notified at the time a meeting is scheduled which may result in disciplinary action of the subject of that meeting and of his/her right to Union representation. A meeting shall be scheduled or rescheduled to accommodate a unit member's right to representation as soon as practicable after notice of the meeting, and no longer than five (5) working days following such notice, notwithstanding mutual waiver of the time limit.

15.4.2 No unit member shall be expected to respond to allegations which may lead to disciplinary action if the above procedures have not been followed, nor shall the District take punitive action against any unit member for exercising his/her rights under this section.

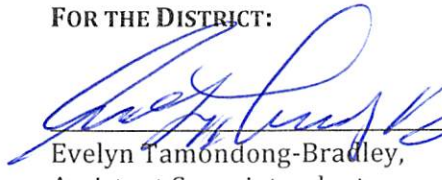
15.5 Suspensions

In no event shall a unit member be suspended without pay for longer than fifteen (15) work days. A dismissal shall normally be preceded by at least one (1) suspension without pay, regardless of its duration, except in cases of gross misconduct which may warrant immediate dismissal.

FOR BCCE:

 12/21/17
Paula A. Phillips, President Date

FOR THE DISTRICT:

 12/21/17
Evelyn Tamondong-Bradley, Assistant Superintendent Date