

Tentative Agreements Signed
During Negotiations
2018-2019 Successor Agreement

**Berkeley Council of Classified Employees
Berkeley Unified School District
Mediated Tentative Settlement Successor Agreement
May 2, 2019**

Article 1 - Agreement

1.1 Purpose

The purpose of this Agreement is to promote the improvement of unit member/District relations, to provide an equitable procedure for the resolution of differences, and to establish rates of pay and other terms and conditions of employment.

1.2 Agreement

This Agreement is made and entered into between the Board of Education of the Berkeley Unified School District (hereinafter the "District") and the Berkeley Council of Classified Employees, AFT Local 6192, AFT/CFT, AFL-CIO (hereinafter "BCCE" or "Union").

1.3 Term

The term of this Agreement will be from July 1, 2018 through June 30, 2021.

1.4 Annual Re-openers

The parties agree to reopen the contract for FY 2019-2020 and FY 2020-2021 on wages, benefits. In 2020-2021, the parties also agree to re-open two articles each. The re-openers referenced in this section are in addition to Section 1.5.

1.5 Merit System Elimination Re-opener

If the Merit System is discontinued, either party may present proposals to include items to replace the Rules and Regulations of the Personnel Commission (within the scope of negotiations) into this Agreement.

1.6 Commencement of Negotiations

Not later than thirty (30) days following a public hearing by the Board of Education on proposals by either party, negotiations shall commence at a mutually acceptable time and place for the purpose of negotiating an agreement.

Article 8 - Salary

8.1 Current Contract Language [CCL].

8.2 Wages

8.2.1 Wages for 2018-2019

- (a) Unit members employed for the 2018-2019 school year shall receive an schedule increase to all rates and schedules of **two percent (2%) one and one-half percent (1.5%)** one percent (1%), effective July 1, 2018.
- (b) The District received at least two million dollars (\$2,000,000) in State one-time discretionary funds in 2018-2019, and therefore unit members employed for the 2018-2019 school year shall receive a one-time lump sum bonus equal to one and one-half percent (1.5%) of their salary for 2018-2019.
- (c) For salaried unit members, this bonus shall be paid on the first regular pay warrant after July 1, 2018, or forty-five (45) days after ratification, whichever is later.

8.2.2 Wages for 2019-2020

Effective July 1, 2019, **the parties agree to reopen negotiations on** all rates and schedules for unit members, including the salary schedule, longevity merit pay, and professional growth salary awards, ~~shall~~, remain the same as the 2018-2019 fiscal year, ***unless otherwise agreed to by the parties.***

8.2.3 Wages for 2020-2021

Effective July 1, 2020, **the parties agree to reopen negotiations on** all rates and schedules for unit members, including the salary schedule, longevity merit pay, and professional growth salary awards, remain the same as the 2019-2020 fiscal year, ***unless otherwise agreed to by the parties.***

8.2.4 ~~Effective 45 days after ratification of this agreement, Operations and Support Services unit members shall be paid according to the salary schedule for the Instructional Assistant/Paraprofessional and Office, Technical and Business Services units, including any negotiated increase.~~

~~8.2.5~~ Not later than Effective 45 days after ratification of this agreement, the District shall pay the retroactive check(s) required by the above salary increases.

8.2.56 "Me Too" Clause

If the District agrees to a higher total compensation increase for any other bargaining unit during the term of this agreement, the District shall increase the total compensation for BCCE unit members by the same percentage.

- 8.3 **Salary and PERS/STRS Contributions Notice – Current Contract Language [CCL]**
- 8.4 **Work Out Of Classification – Current Contract Language [CCL]**
- 8.5 **Differential Compensation – Current Contract Language [CCL]**

Article 10.1.1 Work Week,
Article 10.6 Work Week Assignment,
Article 11.2.9 Less than 12 month Unit Member Vacation,
Article 11.2.2 Sick Leave Incentive,
Article 11.2.4 Parental Leave,
Article 11.2.12 Catastrophic Leave, and
Article 13.10 Sign In/Sign Out for Safety

All other articles not modified by this agreement shall remain status quo (Current Contract Language = CCL).

End of Mediated Tentative Settlement Successor Agreement

233-161/4473108.2

BCCE

District



Date 5/2/19

 Date 5/02/19

Linnette Robinson, President

Evelyn Tamondong-Bradley,
Assistant Supt. Human Resources

- 8.6 Minimum Days – Current Contract Language [CCL]
- 8.7 Timely Payment of Wages – Current Contract Language [CCL]
- 8.8 Twelve-Month Pay Option – Current Contract Language [CCL]]
- 8.9 Errors in Payment – Current Contract Language [CCL]
- 8.10 Overpayments - Current Contract Language [CCL]
- 8.11 Longevity Merit – Current Contract Language [CCL]
- 8.13 Emergency Advances – Current Contract Language [CCL]

Article 9 – Compensation and Benefits

Article 9.1.4 **Early Retirement**

(g) Effective July 1, 2019, retirees who leave the state of California (or reside in an area within California where District group coverage is not available) will be entitled to a monthly cash in lieu payment of eighty percent (80%) of the District’s share of Kaiser single coverage:

(i) until age sixty-five (65) if they have served in the Berkeley Unified School District for less than twenty (20) years pursuant to 9.1.4(a) and (c) herein; or

(ii) until age sixty-seven (67) if they have served in the Berkeley Unified School District for twenty (20) or more years pursuant to 9.1.4(a) and (c) herein.

This will not apply to retirees who, as of the 2004-2005 school year, are reimbursed for out-of-state group coverage premiums paid out-of-pocket.

Incorporation of Tentative Agreements

The parties hereby incorporate their prior Tentative Agreements, attached hereto, into this Mediated Settlement Agreement.

Attachments: TAs in the following Articles:

- Article 4.3.4 Information,
- Article 4.12 Organizational Security,
- Article 6.8 Removal of Materials,
- Article 6.10 Public Charges,
- Article 6.11 Unit Member Request for Classification Study,
- Article 6.12 Enrollment at Berkeley Schools,
- Article 7 Performance Review – Appendix C,

TENTATIVE AGREEMENT

4.3.4 No later than the first working day of each month, the District shall notify the Union in writing of any voluntary reductions of hours of a bargaining unit position that occurred in the preceding month, including the name of the affected unit member and the FTE of the position before and after the reduction.

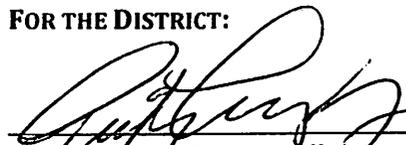
FOR BCCE:



Paula A. Phillips, President

6/12/18
Date

FOR THE DISTRICT:



Evelyn Tamondong-Bradley,
Assistant Superintendent

6/12/18
Date

Date: 10/19/18

Time: 11:30 AM

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-Union~~ an assignment authorizing deduction of membership dues, fees, and general assessments associated with membership in the Union. ~~Pursuant to~~ The Union shall notify the District in writing of such authorization, whereupon 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.

4.12.3 All unit members ~~who are members of the Union 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.~~

4.12.4 ~~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.~~

4.12.5 ~~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.~~

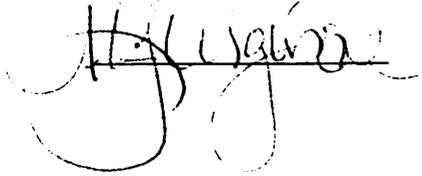
~~Proof of payment pursuant to this paragraph shall be made by the unit member on an annual basis to the District as a condition of continued exemption from the provisions of sections 4.12.1 and 4.12.3 of this Article. Such proof shall be in the form of receipts and/or cancelled checks indicating the 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.~~

4.12.64 The Union agrees to furnish any information to the District in writing to fulfill the provisions of this Article dealing with organizational security as well as any information it is required to provide the District under Education Code section 45168.

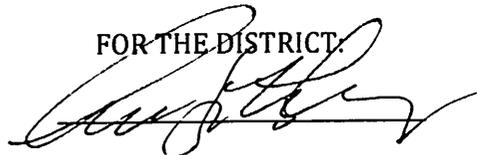
4.12.75 The District shall pay to the Union the ~~service/agency/fair share fees,~~ and membership dues, fees and general assessments deducted within a reasonable period of time after the deductions are made.

4.12.86 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 :



FOR THE DISTRICT



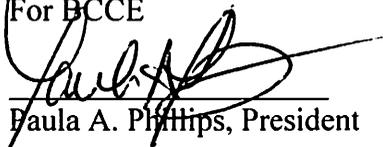
Evelyn Tamondong-Bradley/Asst. Supt.

TENTATIVE AGREEMENT
Between the
BERKELEY UNIFIED SCHOOL DISTRICT
and the
BERKELEY COUNCIL OF CLASSIFIED EMPLOYEES

6.8 Removal of Materials

After one year, a unit member may petition the Superintendent or designee to remove written materials from his/her personnel file, excluding formal evaluations and disciplinary action or findings approved by the Board of Education, and sustained by the Personnel Commission on appeal. After three (3) years, upon written request of the employee, the material shall be removed unless the removal is precluded by law.

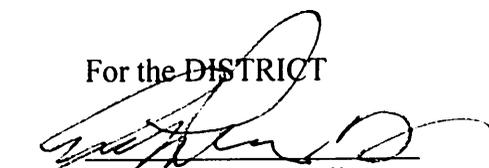
For BCCE



Paula A. Phillips, President

Date: 6/4/18

For the DISTRICT



Evelyn Tamondong-Bradley
Assistant Superintendent, HR

Date: 6/4/18

Berkeley Unified School District
Article 6 – ~~Counter to BCCE Proposal 6.10~~
November 8, 2018
Time: 2:30 PM

T.A.

Article 6 – Personnel File and Other Unit Member Rights

6.10 Public Charges

Complaints against BCCE unit members made by any person, except as qualified herein, shall be processed in accordance with the District's Uniform Complaint Procedure. See Appendix B attached [Board updated BP 1311 attached here]. Complaints as defined in BP 1311 (herein "Complaint") shall include the date they were received by the District, and the unit member shall be notified of the Complaint(s) against them within fifteen (15) working days of the receipt date, except when the District determines that notice within such timeframe would prevent a fair and objective investigation into the Complaint, in which case the unit member shall be notified of the Complaint as soon as the investigation permits. This provision does not apply to unit member performance issues raised by other District employees with supervisory authority over the Respondent.

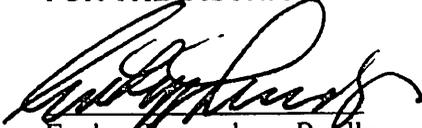
A Formal Complaints from any *parent, student, employee, or resident person* ~~community members~~ against an individual unit member shall be referred to the unit member's immediate supervisor. If the Complaint is not resolved by the immediate supervisor and the Complaint could affect the performance review of the unit member, the Complaint shall be reduced to writing by the complainant and copies provided to the District Compliance Officer (DCO) ~~and the unit member.~~

A summary of the Complaint will be provided to the unit member at or before the beginning of any interview with the unit member about the Complaint. If the DCO views it necessary s/he shall meet with the unit member and/or representative in private session. If the Complaint is not resolved by the DCO and the Complaint could affect the performance review of the unit member, the Complaint shall be provided to the Superintendent or designee. If the Superintendent or designee views it necessary s/he shall meet with the unit member and/or representative in private session.

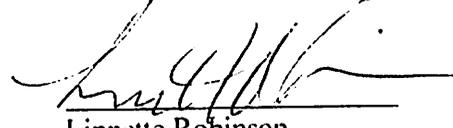
Upon agreement, charges may be dismissed. All meetings concerning such matters are to be conducted in confidence and no public disclosure shall be made except by mutual agreement, unless required by law. If *the Complaint results in any*

disciplinary action arises from the complaint, it the disciplinary action shall be handled pursuant to Article 15. not agreement has been reached, the matter shall be made referred to the Board which may either terminate the charges or conduct a closed session personnel hearing. The unit member and/or representative may attend this session. The findings of the Board shall be treated as confidential by the involved parties unless otherwise requested by the unit member. These findings may be made a part of the performance review record.

FOR THE DISTRICT:


Evelyn Tamondong-Bradley
Assistant Superintendent, HR
11/08/18

FOR BCCE:


Linnette Robinson
President, BCCE

T. A. Agreement

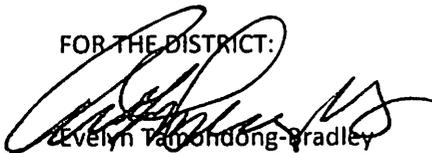
6.11 Unit Member Request for Classification Study

- (1) A unit member or group of unit members may submit to the Director of Classified Personnel ~~a request for~~ (a) a request for a classification study of their position or (b) a request for reclassification, together with a statement of the reasons for requesting the study or the reclassification, or both. Such request shall not be denied on the grounds the unit member did not identify, or misidentified, whether the request was for a study of their classification or a request for reclassification.
- (2) The Director of Classified Personnel shall acknowledge the request and, if necessary, contact the unit member(s) to clarify the request and inform the unit member of whether or not they are eligible for reclassification consideration. **If the request was received at least seven (7) days before the next Personnel Commission ("Commission") meeting, the Director of Classified Personnel shall put the request on the agenda for consideration at the next Commission meeting. If the request was received less than seven (7) days before the next Commission meeting, the Director of Classified Personnel shall put the request on the agenda for the subsequent Commission meeting.** As provided for under section 4.5.5, unit members directly affected by the request shall be granted release time to attend the Commission meeting at which the request is considered.
- (3) If the Commission approves the request, the Director shall request that the Commission complete the study or the reclassification process and submit a detailed, written recommendation to the District within six (6) months of the date the Commission approved the request.

Examples of possible recommendations include, but are not limited to: (a) reclassification of the position to a new or existing classification in accordance with the Merit Rules; ~~or~~ (b) revision of the existing class specification to better describe the duties and responsibilities of the position; (c) no change in the classification or duties; (d) determination that the unit member is not eligible for reclassification under the Merit Rules; etc.

- (4) Before implementation of any proposed changes to class specifications, BCCE shall be notified in writing of such changes and given the opportunity to bargain the impact of these changes, including, but not limited to, the appropriate range for the position.

FOR THE DISTRICT:



Evelyn Tapondong-Bradley

Assistant Superintendent, HR

11/08/18

FOR BCCE:



Linnette Robinson

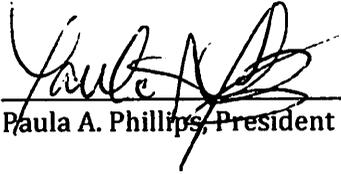
BCCE, President

TENTATIVE AGREEMENT

6.12 Enrollment at Berkeley Schools

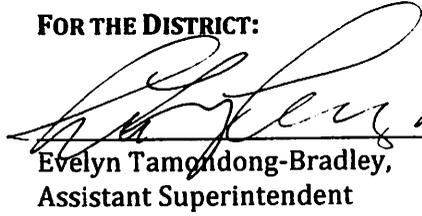
The children of unit members who do not reside in Berkeley shall be admitted to Berkeley schools, subject to the granting of a permit by the district of residence. Further, should a unit member request that his/her child be permitted to enroll at the school to which s/he is assigned, the District will make every effort to enroll the child at the site in the Spring when students are normally assigned.

FOR BCCE:



Paula A. Phillips, President 6/4/18 Date

FOR THE DISTRICT:



Evelyn Tamondong-Bradley, 6/4/2018 Date
Assistant Superintendent

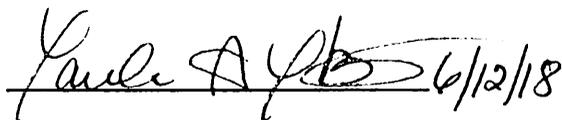
Berkeley Unified School District
Article 7 –Proposal
June 4, 2018
Time: 2:20 PM

TENTATIVE AGREEMENT

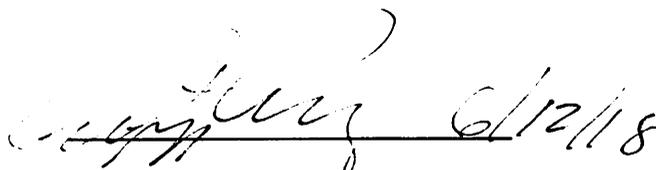
Article 7 - Performance Review

In Appendix C, on form on page 109, the first employee signature line shall be deleted from the PERFORMANCE REMEDIATION PLAN FOR CLASSIFIED PERSONNEL form. The form shall otherwise remain status quo.

Remainder of Article 7 – Current Contract Language

 6/12/18

Paula A. Phillips, President Date

 6/12/18

Evelyn Tamondong-Bradley Date

Assistant Superintendent

TENTATIVE AGREEMENT BETWEEN BUSD AND BCCE

Article 10 - Work Day/Work Year

10.1 Hours of Work

10.1.1 Work Week

(a) The work week of full-time unit members shall consist of five (5) consecutive days, usually Monday through Friday, seven and one-half (7 ½) hours per day, and thirty-seven and one-half (37 ½) hours per week. The District may employ persons for lesser periods of time. The regular work day or work week may be extended on an overtime basis when such is necessary to carry on the business of the District except as limited in the section dealing with overtime.

(b) Notice of Shift Change

The District will give five (5) calendar days notice regarding any shift change, whenever possible. It is not the District's intention to make shift changes to avoid paying overtime. A shift change is defined as a temporary change in the regularly scheduled work hours of the day, when such change is for six (6) work days or longer. In addition, the District may make a shift change for a total of no more than two (2) days a year in order to provide training to unit members, provided the District gives five (5) calendar days' notice of each training day.

(c) Sign In/Sign Out

Each unit member in Maintenance, Berkeley High School custodians and such other worksite that has a documented existing sign-in sign-out procedure, shall continue to record and verify, on a daily basis, his/her beginning and ending work time each working day utilizing the current.

The District shall provide the Union with a list of such worksites no later than thirty (30) days after ratification of this agreement . Worksites not provided to the Union by this date shall be governed by past practice.

FOR THE UNION:



Linnette Robinson, BCCE President

FOR THE DISTRICT:



Evelyn Tamondong-Bradley, Assistant Superintendent

11/19/18

Tentative Agreement Between the
Berkeley Council of Classified Employees and
Berkeley Unified School District

May 4, 2018

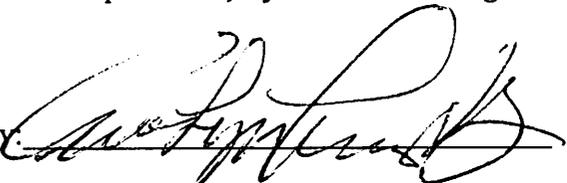
10.6 Work Year Assignment

10.6.1 The ~~2018-2019~~ ~~2013-2014~~ work year assignment schedule attached as Appendix E is incorporated herein. For work years 2018-2019 ~~2015-2015~~ and thereafter, the work assignment schedule attached as Appendix E will be in effect. The work year assignment schedule includes the unit member's start and end dates and recess, winter and spring semester break assignments. This schedule does not apply to 12-month classifications.

11.2.9:

(j) Less than 12 month Unit Member Vacation – Unit members may be granted up to three (3) vacation days during the regular work year with prior approval by their immediate supervisor. Employees working less than twelve (12) months may use up to six (6) days of accrued vacation in lieu of no pay over the winter recess, provided written notification is received by the Human Resources Office not later than the close of business on the second Friday in November. Unused vacation for unit members working less than twelve months will be paid out in a lump sum in July of the following fiscal year.

By: 
Paula Phillips, President

By: 
Evelyn Tamondong –Bradley
Assistant Superintendent

Dated: 5/4/2018

Dated: May 4, 2018

Tentative Agreement between BUSD and BCCE

Berkeley Unified School District
Article 11.2.2 – Counter-Proposal to BCCE
November 19, 2018
Time: 3:00 PM

Article 11.2.2.

(j) Sick Leave Incentive

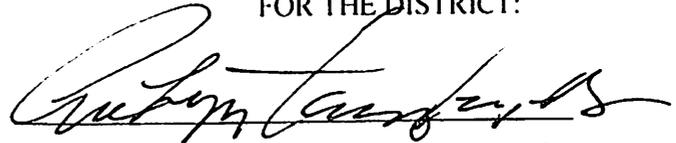
Those unit members who do not use any sick leave and or personal leave during the fiscal year shall receive four (4) bonus days of vacation. Those unit members who use three (3) or fewer days of sick leave and/or personal leave during the fiscal year shall receive two (2) bonus days of vacation. Whenever possible, these bonus days for unit members working less than twelve (12) months will be paid in a lump sum on the December 15th paycheck. If payment on the December 15th paycheck is not possible, the District will inform the Union as soon as possible.

FOR THE UNION:



Linnette Robinson, BCCE President

FOR THE DISTRICT:



Evelyn Tamondong-Bradley, Assistant Superintendent

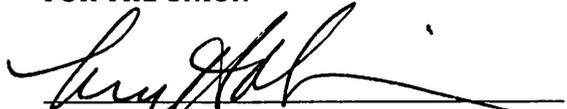
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TENTATIVE AGREEMENT

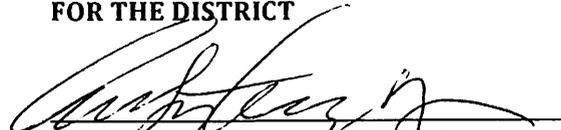
11.2.4 Parental Leave (Education Code section 45196.1)

- (a) As an alternative to Maternity/Paternity Leave in section 11.2.3 above, a unit member may use his or her sick leave for the birth of a child of the unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member for a period of up to twelve (12) workweeks.
- (b) When a unit member has exhausted all available sick leave, and continues to be absent from his or her duties on account of parental leave pursuant to the California Family Rights Act (CFRA, Government Code section 12945.2), the unit member shall receive differential pay of not less than 50 percent (50%) of the unit member's regular salary for the remaining portion of the 12-workweeks of parental leave.
- (c) A unit member is not required to have 1,250 hours of service with the District during the previous 12-month period in order to take parental leave pursuant to this section.
- (d) Parental leave taken under this section shall run concurrently with parental leave taken pursuant to CFRA. A unit member shall not be provided more than one 12-workweek period for parental leave during a 12-month period.
- (e) A unit member may take either Maternity/Paternity Leave under section 11.2.3 above, or parental leave under this section, but not both.

FOR THE UNION


Linnette Robinson, President

FOR THE DISTRICT


Evelyn Tamondong-Bradley, Assistant
Superintendent, Human Resources

TENTATIVE AGREEMENT

11.2.12 Catastrophic Leave

- (a) Unit members may donate accrued vacation and sick leave to a unit member when that unit member suffers from a catastrophic illness or injury, or to make donated vacation and sick leave available for the next unit member who requests donations.
- (b) "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the unit member for an extended period of time, and taking extended time off work creates a financial hardship for the unit member because he or she has exhausted all of his or her sick leave and other paid time off.
- (c) Accrued vacation and sick leave may be donated to a unit member for a catastrophic illness or injury if all of the following requirements are met:
- (1) The unit member who is suffering from a catastrophic illness or injury requests that accrued vacation and sick leave be donated and provides to the District and BCCE verification from a physician of catastrophic injury or illness. Requests shall be submitted in writing to BCCE.
 - (2) The unit member is unable to work due to the unit member's catastrophic illness or injury.
 - (3) The unit member has exhausted all accrued paid leave, or will exhaust all accrued paid leave within the next ten (10) working days because of a catastrophic illness or injury.
 - (4) The unit member is a permanent employee of the District.
- (d) If the above requirements are met, as determined by BCCE and confirmed by the District, the District will communicate the catastrophic leave donation request to all unit members.
- (e) Any unit member may donate accrued vacation and sick leave at a minimum of seven and one-half (7 ½) hours, and in one (1) hour increments thereafter, provided the donating unit member retains no less than twelve (12) days of sick leave after the donation. BCCE shall notify the District of the name of each unit member donating leave days and the corresponding amount of the donation within ten (10) days of the donation.
- (e) Donated vacation and sick leave may be used by the receiving unit member for a maximum period of twelve (12) consecutive months.

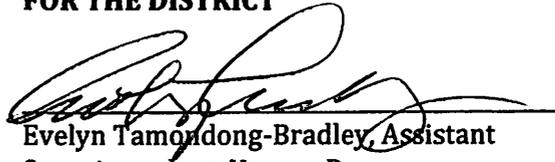
- (f) Donated vacation and sick leave that is not used by the recipient shall remain available in a Bank for the next unit member who requests donations. All accounting of the donated sick leave shall be recorded and maintained by BCCE with a copy provided to the District.
- (g) A unit member who receives paid leave pursuant to this section shall use any vacation or sick leave that he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this section.
- (h) At least quarterly, BCCE shall provide the District with a list and an accounting of unit members receiving catastrophic leave, list of unit members donating leave with the corresponding amounts, and the leave balances in the Bank.

FOR THE UNION



Linnette Robinson, President

FOR THE DISTRICT



Evelyn Tamondong-Bradley, Assistant
Superintendent, Human Resources

TENTATIVE AGREEMENT

13.10 Sign In/Sign Out for Safety

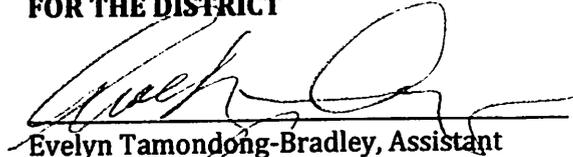
To ensure the safety of unit members in the event of an emergency or major disaster, unit members shall record on a daily basis their arrival at, and departure from, their site, using a written sign-in/sign-out sheet, or other method mutually agreed upon by the parties for the site. This section shall be inoperative until all District employees are subject to the same requirement. The recording of unit members' arrival at and departure from their site shall not be used for disciplinary or payroll purposes. This Sign-In/Sign-Out for Safety provision does not alter any aspect of section 10.1.1 (c).

FOR THE UNION



Linnette Robinson, President

FOR THE DISTRICT



Evelyn Tamondong-Bradley, Assistant
Superintendent, Human Resources