

TA - Package CBA 2021-2022

Berkeley Council of Classified Employees, AFT Local 6192

This document contains the Tentative Agreements between Berkeley Unified School District (BUSD) and Berkeley Council of Classified Employees, AFT Local 6192 (BCCE) for the contract year 2021-2022.

Article 1 - Term

Article 8 - Wages

Article 9 - Benefits

Article 11 - Leaves

Article 12 - Holidays

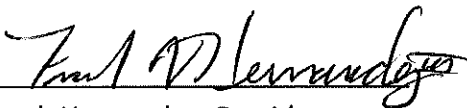
Article 17 - Transfer

Article 18 - Promotion

Article 21 - Training


Article 22- Definitions

For BCCE:


Frank Hernandez, President

9-21-21
Date

For BUSD:


Samantha Tobias-Espinosa, Assistant
Superintendent

9/20/2021
Date

TA - Article 1

Berkeley Council of Classified Employees, AFT Local 6192

1.3 Term

The term of this Agreement will be from July 1, 2018 21 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, and two items each. The reopeners referenced in this section are in addition to Section 1.5.~~

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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%) 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 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.~~

~~8.2.3 Wages 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.~~

8.2.1 Wages for 2021-2022

Effective July 1, 2021, all rates and schedules for unit members, including the salary schedule and professional growth salary awards, but excluding longevity and merit pay, shall be increased by one percent (1%). Unit members employed for the 2021-2022 school year shall receive an off-schedule bonus equal to 3.8% of their salary for 2021-2022.

8.2.42 No later than 45 days after ratification of this agreement, the District shall pay the retroactive check(s) required by the above salary increases.

8.2.53 "Me Too" Clause

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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.

8.3-8.10 No Changes

8.11 Longevity Merit

Longevity/merit pay plan provides for the following increases paid per month while a unit member is in paid status:

	Effective July 1, 2013	Effective July 1, 2014
10 years of service	\$58.08	\$59.24
15 years of service	\$63.55	\$64.82
20 years of service	\$70.12	\$71.52
25 years of service	\$81.09	\$82.71
30 years of service	\$109.57	\$111.76

	<u>Effective July 1, 2021</u>
<u>10 years of service</u>	<u>\$73.08</u>
<u>15 years of service</u>	<u>\$116.50</u>
<u>20 years of service</u>	<u>\$162.58</u>
<u>25 years of service</u>	<u>\$254.17</u>

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Article 9 - Benefits

9.1 Each unit member working a regular assignment of five and one-half (5-1/2) hours a day (.73 FTE) or more shall be entitled to the following benefits on an ongoing basis during the term of their employment.

9.1.1 ~~Effective January 1, 2015, the District contribution to the cost of the health plan selected by the unit member shall be increased by an amount equal to the cost of .5% salary increase for the unit as follows:~~

Level	District Contribution
Unit member only	\$880.71
Unit member plus one (1)	\$940.71
Unit member plus two (2) or more	\$1,073.90
Delta Dental (Status Quo)	\$66.15

9.1.1 Effective January 1, 2022, and continuing thereafter until a different compensation agreement between the District and the Union is reached, the maximum District contribution to health benefits shall be established at the following levels.

12-Month Employees

<u>Level</u>	<u>Effective July 1, 2021</u>	<u>Effective January 1, 2022</u>
<u>Unit member only</u>	<u>\$903.41</u>	<u>\$926.40</u>
<u>Unit member plus one (1)</u>	<u>\$1,134.72</u>	<u>\$1,180.69</u>
<u>Unit member plus two (2) or more</u>	<u>\$1,281.53</u>	<u>\$1,379.16</u>
<u>Delta Dental</u>	<u>\$66.15</u>	<u>\$66.15</u>

10-Month Employees

<u>Level</u>	<u>Effective July 1, 2021</u>	<u>Effective January 1, 2022</u>
<u>Unit member only</u>	<u>\$1,084.09</u>	<u>\$1,111.68</u>
<u>Unit member plus one (1)</u>	<u>\$1,361.66</u>	<u>\$1,416.83</u>
<u>Unit member plus two (2) or more</u>	<u>\$1,537.84</u>	<u>\$1,654.87</u>
<u>Delta Dental</u>	<u>\$79.38</u>	<u>\$79.38</u>

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Domestic partners are eligible dependents and the criteria for domestic partners shall be as defined in Appendix F.

All unit members will be given the opportunity to change carriers during the open enrollment period.

9.2-9.4 No Changes

9.5 In Lieu Benefits

Unit members who demonstrate alternate medical plan coverage may elect to have eighty percent (80%) of the District's contribution directed into an annuity fund. The amount of such contribution shall be calculated at the rate which the District would have contributed for the employee only, under the Kaiser Health plan (High Option) at the premium rate established as of December 1. Unit members exercising this option must submit written notification to the Business Office thirty (30) days prior to the discontinuance of health plan coverage. Unit members who wish to reactivate health plans may not do so until the next open enrollment period which is currently the month of November. Unit members who received in lieu benefits for the previous year but failed to renew such benefits for the current year by the required deadline may reactivate their in-lieu benefits at any time by demonstrating alternate medical plan coverage. Such reactivation shall be prospective only.

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11.2.2 Sick Leave

- (a) Sick leave is the authorized absence of a unit member because of illness, injury, exposure to contagious disease, or necessary appointments for health treatment. Every effort will be made by the unit member to schedule necessary appointments during non-duty hours.
- (b) A regular unit member shall earn paid sick leave at the rate of one (1) day per month worked, in accordance with the provisions of Education Code Section 45191. Unused sick leave may be accumulated without limit.
- (c) At the beginning of each fiscal year, the accrued leave balance of the unit member shall be increased by the number of days of paid leave which he/she would normally earn in the ensuing fiscal year. A unit member's accrued sick leave balance shall be adjusted if a change of assignment alters the amount of sick leave earnable.
- (d) Sick leave may be taken at any time, except that new unit members with probationary status may use only six (6) days of paid sick leave during their initial probationary period.
- (e) There shall be no loss of sick leave due to illnesses, communicable disease or injury contracted through work or work-related incidents provided that the appropriate procedures for claiming Workers' Compensation have been complied with and an award of Workers' Compensation has been made in such a manner as to substitute for the use of sick leave.
- (f) The unit member may convert unused sick leave to retirement credit if the unit member is filing a request for retirement.
- (g) Notice: In order to receive compensation while absent on sick leave, the unit member must notify the District accordingly.
 - (1) Unit members holding positions or portions of positions which normally require substitutes must notify the Substitute Management System ~~or his/her immediate supervisor~~ no later than one (1) hour prior to the first working hour of the first day absent and in no case later than 8:00 a.m., unless conditions make notification impossible. The burden of proof shall be on the unit member. Such unit members will be trained on use of the Substitute Management System. Unit members who have not been trained may continue to notify their immediate supervisor of absences until they are trained.
 - (2) Unit members holding positions which do not normally require substitutes shall notify the Substitute Management System no later than one (1) hour prior to the first working hour of the first day absent on the day shift or three (3) hours prior to the start of the work day on the night shift, unless conditions make notification impossible. The

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burden of proof of impossible conditions shall be upon the unit member.

- (3) The intent of this section is that the unit member will notify the District of a pending absence as soon as possible.

(h) Return to Work

~~Prior to 3:00 p.m. on the day prior to his/her expected return to work, the unit member shall notify his/her immediate supervisor in order that any substitute employee may be terminated. If a unit member plans to return to work earlier than their original date, and~~ the unit member fails to notify his/her immediate supervisor prior to 3:00 p.m. on the day prior to his/her return, and both the unit member and the substitute report, the substitute is entitled to the assignment and the unit member shall not receive pay for that day.

11.2.3-11.2.8 no changes

11.2.9 Vacation Leave

- (j) Less than 12-month Unit Member Vacation - Unit members may be granted up to three (3) vacation days during their 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. Employees working less than (12) months may use up to five (5) days of accrued vacation in lieu of no pay over the spring recess (up to four (4) days if a holidays falls within spring recess), provided written notification is received by the Human Resources Office not later than the close of business on the third Friday in February. 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.

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12.1 General

12.1.1 The following days are paid holidays for unit members:

Independence Day
Labor Day
Veterans' Day
Day before Thanksgiving
Thanksgiving Day
Day after Thanksgiving
Three Winter Board Holidays
December 25
New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Presidents' Day
Spring Board Holiday
Malcolm X's Birthday
Memorial Day
Juneteenth

12.1.2 Every day declared by the President of the United States as a holiday or any additional holidays for classified employees declared by the Board of Education shall be a paid holiday for all unit members.

12.1.3 Holidays falling during a unit member's regularly scheduled vacation period shall not be counted as vacation days.

12.3 ~~July 4th~~ Summer Recess Holiday Provisions

12.3.1 Unit members who work fewer than twelve (12) months of the school year will be paid for ~~July 4th~~ Summer Recess Holidays (Juneteenth and July 4th) if the number of unused vacation days paid out at the end of the school year pursuant to 11.2.9(j) carries the unit member through the business day prior to the respective holiday ~~July 3~~. In that case, the unit member will be paid ~~July 4th~~ holiday pay at the unit member's regularly assigned School Year FTE.

12.3.2 In addition to the above, any unit member who works fewer than twelve (12) months shall be paid for the Summer Recess ~~July 4th~~ holidays if the unit member worked summer recess the day before or the day after the respective holiday. In these instances, the unit member shall be paid an amount equal to the greater number of hours worked of either of those two (2) days.

12.3.3 If the unit member qualifies for both 12.3.1 and 12.3.2 above, then the unit member will be paid once based on his or her regularly assigned school year FTE.

17.5 Selection Criteria

17.5.1 When a vacancy occurs, the Superintendent or his/her designee, in deciding which, if any applicant to transfer, shall first consider applicants from within the class in which the vacancy exists and apply the following criteria: seniority, related experience, racial and gender balance, and job-related programmatic needs. All these things being equal, the unit member possessing the requisite skills and experience with the most seniority shall be offered the position subject to the approval of the Executive Director of Classified Personnel or designee. Upon the request of an individual applicant for transfer, the Executive Director of Classified Personnel shall discuss the reasons for denying a transfer with the applicant. These reasons will be provided in writing upon request of the applicant. Transfers shall not be subject to approval by the unit member's current supervisor.

17.5.2 If a vacancy provides an opportunity for permanent unit members to increase their assigned work hours (FTE) the District shall grant the transfer request of one of the permanent unit member applicants. The District shall not grant the position to an outside applicant so long as there is a permanent unit member who meets the criteria.

17.5.3 No employee shall be transferred during his/her probationary period. Exceptions may be made at the discretion of the Executive Director of Classified Personnel.

17.5.4 Once an employee has accepted a transfer position, they must stay in that position for a minimum of thirty (30) calendar days, excluding summer break, before applying for a promotion or transfer. Exceptions may be made at the discretion of the Executive Director of Classified Personnel with the agreement of BCCE.

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Article 18 - Promotion

- 18.1 The goal of the District shall be to provide promotional opportunities to both permanent bargaining unit positions and limited term positions. When an outside applicant is selected over qualified promotional applicants, reasons for the District's decision to hire from the outside shall be given to applicants upon request.
- 18.2 Unit members who have applied for promotions shall receive a response from the Director of Classified Personnel regarding the status of the application. After the position has been filled, the applicant shall be notified of his/her status.
- 18.3 The District will choose only from among promotional candidates to fill a bargaining unit position provided there are at least three rankings of qualified, eligible, available internal candidates on the eligibility list in conformance with the Rules and Regulations of the Personnel Commission. In the event that there are fewer than three such qualified rankings, the District is entitled to consider as many additional rankings of external candidates as needed to provide a choice of three (3). (If necessary this may require reopening the position for additional applicants.) Only in this circumstance may the District request the Personnel Commission to approve accelerated step placement of an external candidate.

A unit member receiving a promotion shall be moved to the appropriate range and his/her step. Placement shall provide for a minimum of a five percent (5%) salary increase, excluding promotion from Step 5 to Step 5.

- 18.4 Once an employee has accepted a promotion position, they must stay in that position for a minimum of sixty (60) calendar days, excluding summer break, before applying for a promotion or transfer. Exceptions may be made at the discretion of the Executive Director of Classified Personnel or designee with the agreement of BCCE.

21.3 Staff Development

A representative committee comprised of no more than four (4) unit members appointed by the Union and no more than four (4) designees of the Superintendent shall plan, promote and coordinate in-service workshops of general and/or specific departmental or occupational assistance to unit members, to be held on designated staff development days, and other trainings that may occur throughout the year. Unit members appointed to the committee shall be granted release time to attend committee meetings.

All unit members shall attend staff development days for the number of hours they are normally scheduled work on that day. Unit members shall submit a timesheet for hours in attendance beyond their regular duty day (i.e. a fifty percent (50%) FTE employee would submit a timesheet for all hours in attendance beyond three and three-quarter (3.75) hours). Employees will be paid for extra staff development day hours at their regular rate (or overtime rate in accordance with section 10.2 of this Agreement).

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22.3 Executive Director of Classified Personnel

~~Parties agree to mutually reopen this provision as part of the 2015-2016 reopeners. It shall not count against either party's article reopeners.~~

Position that serves as the secretary to the Personnel Commission.