

AB 1200

OCTOBER 2021

**BERKELEY
COUNCIL OF
CLASSIFIED
EMPLOYEES
(BCCE)**

Public Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

Name of District: Berkeley Unified School District

Name of Bargaining Unit: Berkeley Council of Classified Employees (BCCE)

Certificated or Classified: Classified

The proposed agreement covers the period beginning: 7/1/2021 and ending: 6/30/2022
(date) (date)

The Governing Board will take action on: 10/6/2021
(date)

Letter requested from Alameda County Office of Education? No (indicate yes or no)

A. Proposed Changes in Compensation

Bargaining Unit Compensation Changes to General Fund as a result of Collective Bargaining Agreement		Annual Cost Prior to Proposed Agreement FY	Fiscal Impact of Proposed Agreement (complete Year 2 and 3 for multiyear & overlapping agreements only)		
			Year 1	Year 2	Year 3
			Increase/(Decrease) FY	Increase/(Decrease) FY	Increase/(Decrease) FY
1.	Salary Schedule (Including Step & Column)	\$ 19,375,000	\$ 193,750	\$ 198,904	\$ 200,893
			1.00%	1.02%	1.02%
2.	Other Compensation Stipends, Bonuses, Longevity, Overtime Differential, Callback or Standby Pay, etc.		\$ 107,389	\$ 153,002	\$ 153,002
			0.55%	0.78%	0.77%
2a.	Description of Other Compensation (Listed on Line 2 above)		Longevity stipend		
3.	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 6,275,300	\$ 62,753	\$ 64,422	\$ 65,066
			1.00%	1.02%	1.02%
4.	Health/Welfare Increases	\$ 1,759,600	\$ 55,650	\$ 79,437	\$ 80,231
			3.16%	4.38%	4.23%
5.	Total Cost of Negotiated Settlement (Add Items 1 through 4 to equal 5)	\$ 27,409,900	\$ 419,542	\$ 495,765	\$ 499,193
			1.53%	1.78%	1.76%
6.	Total number of represented Employees (Use FTEs)	557	557	557	557
7.	Total Compensation <u>Average</u> Cost per Employee	\$ 49,210	\$ 753	\$ 890	\$ 896

Public Disclosure of Collective Bargaining Agreement

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Name of District:

Berkeley Unified School District

Name of Bargaining Unit:

Berkeley Council of Classified Employees (BCCE)

The Governing Board will take action on:

10/6/2021

D. Impact of Proposed Agreement on Current Year Operating Budget - UNRESTRICTED GENERAL FUND

Impact of the Proposed Agreement on the Current Year Operating Budget (EC 42142)	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement As of: July 1, 2021	Adjustments as a result of Settlement	Other Revisions due to Settlement and/or Other Unit Agreements	Total New Budget (Col 1+2+3)
Revenues				
LCFF Sources (8010-8099)	\$ 96,920,907	\$ -	\$ -	\$ 96,920,907
Federal Revenue (8100-8299)	\$ -	\$ -	\$ -	\$ -
Other State Revenue (8300-8599)	\$ 1,822,862	\$ -	\$ -	\$ 1,822,862
Other Local Revenue (8600-8799)	\$ 2,457,889	\$ -	\$ -	\$ 2,457,889
Total Revenues	\$ 101,201,658	\$ -	\$ -	\$ 101,201,658
Expenditures				
Certificated Salaries (1000-1999)	\$ 48,832,372	\$ -	\$ -	\$ 48,832,372
Classified Salaries (2000-2999)	\$ 15,796,765	\$ 227,488	\$ -	\$ 16,024,253
Employee Benefits (3000-3999)	\$ 22,974,848	\$ 94,542	\$ -	\$ 23,069,390
Books and Supplies (4000-4999)	\$ 1,642,188	\$ -	\$ -	\$ 1,642,188
Services & Operating Expenses (5000-5999)	\$ 8,903,069	\$ -	\$ -	\$ 8,903,069
Capital Outlay (6000-6599)	\$ 58,450	\$ -	\$ -	\$ 58,450
Other Outgo (7100-7299 & 7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ (3,968,462)	\$ -	\$ -	\$ (3,968,462)
Total Expenditures	\$ 94,239,230	\$ 322,030	\$ -	\$ 94,561,260
Operating Surplus (Deficit)	\$ 6,962,428	\$ (322,030)	\$ -	\$ 6,640,398
Other Sources and Transfers In (8910-8979)	\$ (97,512)	\$ 97,512	\$ -	\$ -
Other Uses and Transfers Out (7610-7699)	\$ 943,285	\$ -	\$ -	\$ 943,285
Contributions (8980-8999)	\$ (8,025,558)	\$ -	\$ -	\$ (8,025,558)
Current Year Increase (Decrease) In Fund Balance	\$ (2,103,927)	\$ (224,518)	\$ -	\$ (2,328,445)
Beginning Balance	\$ 4,541,227			\$ 4,541,227
Pr. Year Audit Adj./Restatements (9793-9795)				
Current Year Ending Balance	\$ 2,437,300	\$ (224,518)	\$ -	\$ 2,212,782
Components of Ending Balance				
Reserved and Legally Restricted (9711-9740)				\$ -
Reserved for Economic Uncertainties (9789)	\$ 4,586,998	\$ 38,421	\$ -	\$ 4,625,419
Designated Amounts (9775-9780)	\$ (3,249,370)	\$ 54,325	\$ 86,748	\$ (3,108,297)
Unappropriated Amounts (9790)	\$ 1,099,672			\$ 695,660
Comments (Major changes):				

Public Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

Name of District:

Berkeley Unified School District

Name of Bargaining Unit:

Berkeley Council of Classified Employees (BCCE)

The Governing Board will take action on:

10/6/2021

D. Impact of Proposed Agreement on Current Year Operating Budget - RESTRICTED GENERAL FUND

Impact of the Proposed Agreement on the Current Year Operating Budget (EC 42142)	Column 1 Latest Board- Approved Budget Before Settlement As of: July 1, 2021	Column 2 Cost of of Settlement	Column 3 Other Revisions due to Settlement	Column 4 Total New Budget (Col 1+2+3)
Revenues				
LCFF Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Federal Revenue (8100-8299)	\$ 10,402,350	\$ -	\$ -	\$ 10,402,350
Other State Revenue (8300-8599)	\$ 15,065,037	\$ -	\$ -	\$ 15,065,037
Other Local Revenue (8600-8799)	\$ 8,807,715	\$ -	\$ -	\$ 8,807,715
Total Revenues	\$ 34,275,102	\$ -	\$ -	\$ 34,275,102
Expenditures				
Certificated Salaries (1000-1999)	\$ 14,803,485	\$ -	\$ -	\$ 14,803,485
Classified Salaries (2000-2999)	\$ 9,583,511	\$ 724,248	\$ -	\$ 10,307,759
Employee Benefits (3000-3999)	\$ 15,154,213	\$ 234,437	\$ -	\$ 15,388,650
Books and Supplies (4000-4999)	\$ 2,177,762	\$ -	\$ -	\$ 2,177,762
Services & Operating Expenses (5000-5999)	\$ 15,203,940	\$ -	\$ -	\$ 15,203,940
Capital Outlay (6000-6599)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299 & 7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ 794,492	\$ -	\$ -	\$ 794,492
Total Expenditures	\$ 57,717,403	\$ 958,685	\$ -	\$ 58,676,088
Operating Surplus (Deficit)	\$ (23,442,301)	\$ (958,685)	\$ -	\$ (24,400,986)
Other Sources and Transfers In (8910-8979)	\$ -	\$ -	\$ -	\$ -
Other Uses and Transfers Out (7610-7699)	\$ -	\$ -	\$ -	\$ -
Contributions (8980-8999)	\$ 24,030,443	\$ 370,546	\$ -	\$ 24,400,989
Current Year Increase (Decrease) In Fund Balance	\$ 588,142	\$ (588,139)	\$ -	\$ 3
Beginning Balance	\$ 746,601			\$ 746,601
Pr. Year Audit Adj./Restatements (9793-9795)				
Current Year Ending Balance	\$ 1,334,743	\$ (588,139)	\$ -	\$ 746,604
Components of Ending Balance				
Reserved and Legally Restricted (9711-9740)	\$ -	\$ -	\$ -	\$ -
Reserved for Economic Uncertainties (9789)				
Designated Amounts (9775-9780)		\$ -	\$ -	\$ -
Unappropriated Amounts (9790)	\$ 1,334,743			\$ 746,604
Comments (Major changes):				

Public Disclosure of Collective Bargaining Agreement
In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

Name of District: **Berkeley Unified School District**

Name of Bargaining Unit: **Berkeley Council of Classified Employees (BCCE)**

The Governing Board will take action on: **10/6/2021**

D. Impact of Proposed Agreement on Current Year Operating Budget - COMBINED GENERAL FUND

Impact of the Proposed Agreement on the Current Year Operating Budget (EC 42142)	Column 1 Latest Board- Approved Budget Before Settlement As of: July 1, 2021	Column 2 Cost of of Settlement	Column 3 Other Revisions due to Settlement	Column 4 Total New Budget (Col 1+2+3)
Revenues				
LCFF Sources (8010-8099)	\$ 96,920,907	\$ -	\$ -	\$ 96,920,907
Federal Revenue (8100-8299)	\$ 10,402,350	\$ -	\$ -	\$ 10,402,350
Other State Revenue (8300-8599)	\$ 16,887,899	\$ -	\$ -	\$ 16,887,899
Other Local Revenue (8600-8799)	\$ 11,265,604	\$ -	\$ -	\$ 11,265,604
Total Revenues	\$ 135,476,760	\$ -	\$ -	\$ 135,476,760
Expenditures				
Certificated Salaries (1000-1999)	\$ 63,635,857	\$ -	\$ -	\$ 63,635,857
Classified Salaries (2000-2999)	\$ 25,380,276	\$ 951,736	\$ -	\$ 26,332,012
Employee Benefits (3000-3999)	\$ 38,129,061	\$ 328,979	\$ -	\$ 38,458,040
Books and Supplies (4000-4999)	\$ 3,819,950	\$ -	\$ -	\$ 3,819,950
Services & Operating Expenses (5000-5999)	\$ 24,107,009	\$ -	\$ -	\$ 24,107,009
Capital Outlay (6000-6599)	\$ 58,450	\$ -	\$ -	\$ 58,450
Other Outgo (7100-7299 & 7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ (3,173,970)	\$ -	\$ -	\$ (3,173,970)
Total Expenditures	\$ 151,956,633	\$ 1,280,715	\$ -	\$ 153,237,348
Operating Surplus (Deficit)	\$ (16,479,873)	\$ (1,280,715)	\$ -	\$ (17,760,588)
Other Sources and Transfers In (8910-8979)	\$ (97,512)	\$ 97,512	\$ -	\$ -
Other Uses and Transfers Out (7610-7699)	\$ 943,285	\$ -	\$ -	\$ 943,285
Contributions (8980-8999)	\$ 16,004,885	\$ 370,546	\$ -	\$ 16,375,431
Current Year Increase (Decrease) In Fund Balance	\$ (1,515,785)	\$ (812,657)	\$ -	\$ (2,328,442)
Beginning Balance	\$ 5,287,828			\$ 5,287,828
Pr. Year Audit Adj./Restatements (9793-9795)	\$ -			\$ -
Current Year Ending Balance	\$ 3,772,043	\$ (812,657)	\$ -	\$ 2,959,386
Components of Ending Balance				
Reserved and Legally Restricted (9711-9740)	\$ -	\$ -	\$ -	\$ -
Reserved for Economic Uncertainties (9789)	\$ 4,586,998	\$ 38,421	\$ -	\$ 4,625,419
Designated Amounts (9775-9780)	\$ (3,249,370)	\$ 54,325	\$ 86,748	\$ (3,108,297)
Unappropriated Amounts - Unrestricted (9790)	\$ 1,099,672	\$ -	\$ -	\$ 1,099,672
Unappropriated Amounts - Restricted (9790)	\$ 1,334,743	\$ -	\$ -	\$ 1,334,743
Unrestricted Reserves Percentage	3.72%			3.71%
Comments (Major changes):				

Public Disclosure of Collective Bargaining Agreement

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Name of District:

Berkeley Unified School District

Name of Bargaining Unit:

Berkeley Council of Classified Employees (BCCE)

The Governing Board will take action on:

10/6/2021

E. Revised MYP Including the Effects of Collective Bargaining

	Year 1	Year 2	Year 3
	FY 2020-21	FY 2021-22	FY 2022-23
Revenues			
LCFF Revenue Sources	96,920,907	96,053,350	98,698,101
Federal Revenue	10,402,350	3,712,385	3,712,385
Other State Revenue	16,887,899	11,662,388	11,662,388
Local Revenue	11,265,604	11,265,604	11,265,604
Other Financing Sources	0		
Other Adjustments			
Total Revenue	135,476,760	122,693,727	125,338,478
Expenditures			
Certificated Salaries	63,635,857	63,635,857	60,354,652
Step & Column Adjustment		636,359	603,547
Settlement-Related Costs (+/-)			
Other Adjustments		(3,917,564)	96,000
Total Certificated Salaries	63,635,857	60,354,652	61,054,198
Classified Salaries	26,332,012	26,332,012	25,559,656
Step & Column Adjustment		700,432	679,887
Settlement-Related Costs (+/-)			
Other Adjustments		(1,472,788)	
Total Classified Salaries	26,332,012	25,559,656	26,239,542
Employee Benefits	38,458,040	36,765,186	37,506,095
Settlement-Related Costs (+/-)			
Books & Supplies	3,819,950	4,905,480	4,637,286
Services, Other Operating Exp	24,107,009	20,239,694	19,284,900
Capital Outlay	58,450	195,295	184,048
Other Outgo (Excluding Transfers of Indirect Costs)	0	0	0
Other Outgo - Transfers of Indirect Costs	(3,173,970)	(3,193,068)	(3,213,057)
Other Financing Uses	943,285	943,285	943,285
Other Adjustments	(16,375,428)	(20,875,428)	(21,175,428)
Total Expenditures	137,805,205	124,894,751	125,460,869
Net Increase(Decrease) in Fund Balance	(2,328,445)	(2,201,024)	(122,391)
Beginning Fund Balance	5,287,828	2,959,383	758,359
Audit Adjustments/Restatements	0		
Ending Balance	2,959,383	758,359	635,968
Components of Ending Balance			
Revolving & Stores	100,000	100,000	100,000
Restricted Balance & Other Designations	(3,108,297)	100,000	100,000
Required Reserve	4,625,419		
Unrestricted Balance (Incl Revolving)	1,342,261	558,359	435,968
ADA Assumption:	9,409	9,409	9,409
Comments (Major changes):			

Public Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

F. State Reserve Standard

1. Calculate State Required Minimum Reserve - Required Reserve for Economic Uncertainty (REU)

	Year 1	Year 2	Year 3
a. Total Expenditures including Transfers Out and Other Uses	137,805,205	124,894,751	125,460,869
b. Required Reserve Percentage (REU) for this District	3.00%	3.00%	3.00%
c. REU Amount:	\$ 4,134,156	\$ 3,746,843	\$ 3,763,826

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Unrestricted REU	\$ 4,625,419	\$ -	\$ -
b. General Fund Unrestricted Unassigned/Unappropriated	\$ 1,342,261	\$ 558,359	\$ 435,968
c. Special Reserve Fund 17- REU	\$ 3,965,640	\$ 3,965,640	\$ 3,965,640
d. Special Reserve Fund 17- Unassigned/Unappropriated	\$ -	\$ -	\$ -
g. Total District Budgeted Unrestricted Reserves	\$ 9,933,320	\$ 4,523,999	\$ 4,401,608

3. Has the minimum state-required reserve been met? Yes Yes Yes

If NO, how do you plan to restore your reserves?

4. Is a retroactive payroll anticipated? If yes, please provide a cashflow with an estimated timeline of when this will impact the District's General Fund cash.

Public Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

Name of District: Berkeley Unified School District

Name of Bargaining Unit: Berkeley Council of Classified Employees (BCCE)

The Governing Board will take action on: 10/6/2021

B. Narrative Description of Agreement

8. **What was the negotiated percentage increase that was approved?** For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

One percent ongoing and a 3.8% one-time bonus for the Berkeley Council of Classified Employees

9. **Were any additional steps, columns or ranges added to the schedules?**

(If yes, please explain.)

No

10. **Please include additional comments and explanations as necessary.**

(If more room is necessary, please attach additional sheet.)

11. **Proposed negotiated changes in non-compensation items**

(e.g. class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

12. **What contingency language is included in the proposed agreement (e.g. reopeners, etc.)?**

13. **Identify other major provisions that do not directly affect the district's costs; such as binding arbitration, grievances procedures, etc.**

Public Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5

Name of District: Berkeley Unified School District

Name of Bargaining Unit: Berkeley Council of Classified Employees (BCCE)

The Governing Board will take action on: 10/6/2021

C. Source of Funding for Proposed Agreement

14. Source of Funding for Proposed Agreement

A. If this is a one-time or off-schedule settlement, how will the cost of the proposed agreement be funded and when is the payment expected to be funded?

The off-schedule settlement will be paid for by one-time funding (COVID)

B. If this is not a one-time settlement, how will the ongoing cost of the proposed agreement be funded in the current and subsequent years (i.e., what will allow the district to afford this contract on an ongoing basis)?

LCFF Funding

15. What are the Specific Impacts (Positive or Negative) on Instructional and Support Programs to Accommodate the Settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (e.g. counselors, librarians, custodial staff, etc.).

None

16. Will this agreement create, increase, or decrease deficit spending in the current or subsequent year(s)? "Deficit spending" is when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

No

17. Were "Other Adjustments" amount(s) entered in the multiyear projections (page 5) for 1st and 2nd subsequent fiscal years?

<u>MYP</u>	<u>Amount</u>	<u>"Other Adjustments" Explanation</u>
1st Subsequent Year	\$ (26,265,780)	Interfund transfers and budget reductions
2nd Subsequent Year	\$ (21,079,428)	Interfund transfers and budget reductions

Additional Explanation (if necessary)

Budget reductions for 2022-23 will be identified by December 15, 2021

Berkeley Unified School District School District
Public Disclosure of Collective Bargaining Agreement

In accordance with AB1200 (Chapter 1213/1991) and GC 3547.5.

CERTIFICATE OF AFFORDABILITY

Certification of the District's Ability to Afford the Costs of a Collective Bargaining Agreement

This disclosure document must be signed by the District Superintendent and Chief Business Official prior to public disclosure and included as part of the public disclosure documentation.

The District projects the total monetary cost of the settlement to be as follows:

For an ongoing cost, please show the ongoing cost in each year. For a one-time cost, only include the cost in the year impacted.

Cost over current budget / MYP	Year 1	Year 2	Year 3	Cumulative cost over 3 years
One-time	1,100,000	1,111,000	1,122,110	3,333,110
On-going	3,800,000	-	-	3,800,000
Total	4,900,000	1,111,000	1,122,110	7,133,110

Please check one of the following:

☒ No budget revisions are necessary for the District to afford this settlement.

☐ Budget revisions are necessary for the District to afford this settlement. These revisions are itemized below. The District's budget assumptions are attached, which become an integral part of this document.

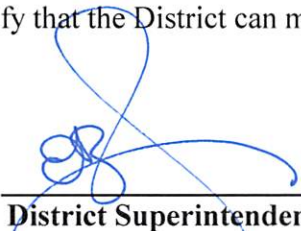
Note that if the District does not adopt all of the revisions in the current fiscal year, the County Superintendent is required to issue a qualified or negative certification on the next Interim Report per Government Code (GC) 3547.5(c).

Indicate any changes from the latest board approved budget:

Budget Adjustment Categories	Change to Fund Balance Increase (Decrease)		
	Year 1	Year 2	Year 3
Revenues/Other Financing Sources			
Expenditures/Other Financing Uses			
Increased salary costs	4,900,000	1,111,000	1,122,110
Ending Fund Balance Increase (Decrease)	(4,900,000)	(1,111,000)	(1,122,110)

Please review the above and sign below:

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Official of the Berkeley Unified School District School District hereby certify that the District can meet the costs incurred under the Collective Bargaining



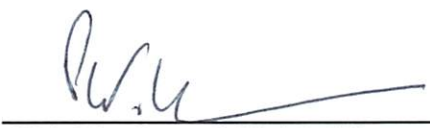
District Superintendent (Signature)

10/1/21

Date

Brent Stephens

District Superintendent (Type Name)



Chief Business Official (Signature)

10/1/2021

Date

Pauline Follansbee

Chief Business Official (Type Name)

Berkeley Unified School District School District
Public Disclosure of Collective Bargaining Agreement
In accordance with AB1200 (Chapter 1213/1991) and GC 3547.5.

Certification of Board Action

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code 3547.5.

District Superintendent (or Designee)
(Signature)

Date

After public disclosure of the major provisions contained in this summary, the Governing Board, at its meeting on 10/6/2021, took action to approve the proposed Agreement with the aley Council of Classified Employees (B Bargaining Unit.

President (or Clerk), Governing Board
(Signature)

Date

Special Note: The Alameda County Office of Education reserves the right to ask any additional questions or request any additional information we feel is necessary to review the district properly under AB 1200, including a copy of the Tentative Agreement.

RATIFIED AGREEMENT

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

Date

For BUSD:

Samantha Tobias-Espinosa
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, 20221.

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. The parties agree not to reopen the contract for FY 2021-2022 except as provided in Section 1.5 of this Agreement.~~

TA - Article 8 & 9
Berkeley Council of Classified Employees, AFT Local 6192

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

TA - Article 8 & 9

Berkeley Council of Classified Employees, AFT Local 6192

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:

	<u>Effective</u> <u>July 1, 2013</u>	<u>Effective</u> <u>July 1, 2014</u>
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</u> <u>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>

TA - Article 8 & 9**Berkeley Council of Classified Employees, AFT Local 6192****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>

TA - Article 8 & 9

Berkeley Council of Classified Employees, AFT Local 6192

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.

TA - Article 11

Berkeley Council of Classified Employees, AFT Local 6192

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

TA - Article 11

Berkeley Council of Classified Employees, AFT Local 6192

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.

TA - Article 12
Berkeley Council of Classified Employees, AFT Local 6192

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.

TA - Article 17

Berkeley Council of Classified Employees, AFT Local 6192

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.

TA - Article 18

Berkeley Council of Classified Employees, AFT Local 6192

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.

TA - Article 21
Berkeley Council of Classified Employees, AFT Local 6192

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).

TA - Article 22

Berkeley Council of Classified Employees, AFT Local 6192

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.