

Tentative Agreement
between the
Berkeley Unified School District (BUSD)
and the
Union of Berkeley Administrators (UBA)
June 12, 2017

The Berkeley Unified School District (District) and the Union of Berkeley Administrators (UBA) tentatively agree on the following changes to the collective bargaining agreement:

1. AGREEMENT

This Agreement, is by and between the Board of Education of the Berkeley Unified School District (hereinafter referred to as the “Board” or “District”) and the Union of Berkeley Administrators, AFSA, Local 81, AFL-CIO (hereinafter referred to as “UBA”), shall become effective July 1, 2017 and shall continue until June 30, 2019.

5. LEAVES

5.1 Sabbatical Leave

- 5.1.1 A supervisory unit employee may request a leave of absence and may be returned to teacher status in the District upon completion of his/her leave. Return status shall be established prior to the granting of the leave.
- 5.1.2 Supervisory unit members may request an unpaid Sabbatical leave for a period of one (1) semester or one (1) year. The District shall consider granting such unpaid Sabbatical leave to no more than two (2) supervisory unit members in one year, and shall consider these opportunities only for supervisory unit members who have served in the District for at least ten (10) years, with at least five (5) of those years in a full time supervisory position. This provision of unpaid Sabbatical leave does not preclude a supervisory unit member from requesting a paid Sabbatical leave if funds are available.

5.6 Parental Leave

- 5.6.2 A unit member shall be granted a leave of absence from duties because of pregnancy, miscarriage, childbirth and recovery therefrom. After submitting required documentation to the Assistant Superintendent for Human Resources, a woman may begin pregnancy disability at such time as she and her doctor deem advisable.

- 5.6.3 In the event of absence due to medical disability caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom, a unit member shall be entitled to utilize available sick leave pursuant to Section 5.6.3.1 or Section 5.6.3.2 below, but not both.

5.6.3.1 Eighty-Nine Day Leave

- a) During the first eighty-nine (89) days of parental leave, the unit member shall receive the difference between his/her salary and the actual amount paid a replacement employed to fill the position during the absence. If no replacement is employed, the unit member shall receive the difference between his/her salary and Step 1 of his/her salary schedule. The eighty-nine (89) working days (in this instance defined as days for which the unit member is paid) shall be consecutive with the date of the arrival/adoption of the child.

Once a unit member returns to duty, the parental leave and all of its provisions shall be terminated. Concerning the above referenced eighty-nine (89) days of parental leave, the unit member shall continue to receive fringe benefits consistent with legal limitations and restrictions placed by various insurance carriers.

- b) After the eighty-nine (89) days of parental leave as provided for above have been fully utilized, the unit member shall upon written request submitted no later than twenty (20) working days prior to the expiration of the above referenced eighty-nine (89) days of parental leave, be placed on extended parental leave until the end of the school year. Extended parental leave shall be provided without pay.

5.6.3.2 Extended Leave

- a) A unit member may use his or her sick leave for the purposes of 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 12 work weeks.
- b) When an 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 Right Act ("CFRA," Government Code 12945.2), the unit member shall receive differential pay for the remaining portion of the 12 workweeks of parental leave.

- c) Parental leave under this section shall run concurrently with CFRA leave and a unit member will receive one 12-workweek period for parental leave during any 12-month period. The aggregate amount of parental leave taken pursuant to this section and Section 12945.2 of the Government Code shall not exceed 12 workweeks in a 12-month period.
- d) The 12-weeks of paid parental leave period shall only be available to unit members who exhaust all sick leave before or during the 12-week period and shall be reduced by any such period of sick leave taken during the 12-week period of parental leave.
- e) The 12-workweek period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave.
- f) A unit member shall not be provided more than one 12-week period of parental leave during any 12-month period.
- g) A unit member is not required to have 1250 hours of service with the District during the previous twelve (12) months in order to take Parental Leave under this section.

5.6.4 Extended parental leave beyond that provided above may be requested and granted without pay, for a period of one year, in case of personal or medical necessity.

6. RETIREMENT/PART-TIME EMPLOYMENT

6.2 Supplemental Health and Dental Benefits

- 6.2.1 To be eligible to participate in the supplemental health and dental coverage, a retiree must be at least fifty-five (55) years of age, been employed full time as an administrator in the District for at least five (5) consecutive years, and retired under a State of California retirement system or other system that meets the approval of the Assistant Superintendent, Human Resources. Normally, non-public systems will not be approved.

7. EVALUATION

- 7.6 Formal evaluations of supervisory unit members shall be in writing. A formal conference shall be held by the evaluator and the employee. The purpose of this conference shall be to review the final evaluation. The conference shall highlight, as appropriate, areas of commendation, areas of satisfactory performance and, if needed, areas of improvement.

A mid-year Evaluation must be completed no later than January 31st for any evaluatee who did not receive a satisfactory overall rating the prior year or who is expected to receive an unsatisfactory overall rating.

During the conference at which an unsatisfactory evaluation is discussed, or wherein a mid-year evaluation is indicative of a forthcoming overall unsatisfactory rating, the supervisor shall highlight/identify specific recommendations within the evaluation that must be addressed moving forward; the supervisor will also specify actions that could be helpful in meeting those improvement goals.

9. COMPLAINTS

- 9.1 The District recognizes that an employee is entitled to be informed of all complaints received against them unless the District is otherwise advised by legal authority. Any formal complaint made against a unit member shall be brought to the member's attention. Unless otherwise advised by legal authority or law enforcement. The Superintendent, his or her designee, or the administrator's immediate supervisor, shall make every effort to inform the employee of the complaint within (5) working days. No formal disciplinary action shall be taken until the employee is informed of the complaint and until the complaint is reduced to writing. If the formal complaint is not reduced to writing, no further disciplinary action shall be taken.

12. WORK YEAR

- 12.4 Flex Days

With prior approval from their supervisor, K-8 administrators may be allowed to use up to three (3) flex days per work year, July 1 to June 30.. The request must be received at least five (5) working days prior to the scheduled flex day. Administrators are discouraged

from using flex days on working days that immediately precede or follow holidays or breaks.

Three Flex days may be taken for the equivalent of 24 hours of work needed to be performed after work hours during evenings, during weekends or holidays.

With prior approval from their supervisor, Berkeley High School administrators may be allowed to use up to eight (8) flex days per work year, July 1 to June 30. The request must be received at least five (5) working days prior to the scheduled flex day. Administrators are discouraged from using flex days on working days that immediately precede or follow holidays or breaks. Flex days may be taken for work needed to be performed at the site or in the district during the month of July, or winter or spring breaks.

13. COMPENSATION

13.1 Wages for 2017-2018 and 2018-2019:

- a. If, before the expiration of this current collective bargaining agreement, the District agrees to higher total compensation increase for Berkeley Federation of Teachers (BFT), the District shall increase the total compensation of UBA unit members by the same percentage.

- b. For 2017-2018:

Unit members employed for the 2017-2018 school year shall receive a one-time lump sum bonus equal to one percent (1%) of their salary for 2017-2018.

- c. For 2018-2019:

In the event the District receives at least four hundred thousand dollars (\$400,000) in State one-time discretionary funds, unit members employed for the 2018-2019 school year shall receive a one-time lump sum bonus equal to one half of a percent (0.5%) of their salary for 2018-2019.

In the event the District receives at least eight hundred thousand dollars (\$800,000) in State one-time discretionary funds, unit members employed for the 2018-2019 school year shall receive a one-time lump sum bonus equal to one percent (1%) of their salary for 2018-2019.

In the event the District receives at least two million (\$2,000,000) in State one-time discretionary funds, 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.