



BERRYESSA UNION SCHOOL DISTRICT NEGOTIATION NEWS

All Bargaining Groups Negotiations Concluded for 2019-2020

To promote transparency and open communication with the community, employees and other interested individuals, the Berryessa Union School District's Negotiation Teams will provide accurate, factual and timely updates about its negotiations with CSEA, CTAB, and Teamsters soon after each session.

The Berryessa Union School District concluded negotiations for 2019-2020 with CTAB, CSEA and Teamsters bargaining groups. Below is a summary:

California Teachers Association of Berryessa (CTAB)

Compensation

3.5% salary increase

10% additional salary increase for Speech-Language Pathologist

\$3000 annual stipend for RSP and SDC teachers

Longevity increment increases

Fringe Benefits

\$806.66 per month for employee only medical benefits

\$1,612.80 per month for two-party medical benefits

\$2,024.72 for family medical benefits

Class Size

22:1 in Transitional Kindergarten

22:1 in Kindergarten and 1st grade combination classes

29:1 in 4th and 5th grade combination classes

\$10 per student in excess of class size ratio for TK-5

Hours, Responsibilities, Work Year

Six release days for teachers teaching in the Sobrato Early Academic Language (SEAL) program

Instructional Assistant support for TK classrooms - 2.5 hours per day on MTWF and 1.0 hours TH

Other

New language on Parental Leave, Preparation Periods and School Schedule, Staffing and Staffing Ratio Calculation.

California School Employees Association (CSEA), Chapter 364

Recognition

Noon Duty Supervisors recognized as CSEA members

Noon Duty Supervisors

Noon Duty Supervisors shall receive credit for years of service prior to their inclusion in the CSEA bargaining unit

Noon Duty Supervisors shall receive seniority credit for service as Noon Duty Supervisor prior to their inclusion in the CSEA bargaining unit

Noon Duty Supervisors shall be credited longevity based on years of service prior to becoming CSEA unit members

Compensation and Benefits

3.5% salary increase

1.04% one-time off salary payment based on the 2018-2019 salary schedule

1.5 % salary increase for Occupational Therapist with National Board Certification

\$1,725 annual stipend for Masters Degree

\$1000 annual stipend for Speech-Language Pathology Assistants

\$200 stipend per day for overnight travel – Science Camp

Range 3.5, Step1- CSEA salary placement for Noon Duty Supervisors

\$1,818 per month for two-party or family medical benefits

Payroll Technicians moved from range 14.5 to range 16.5

Vacation

Reduction in amount of employment time to earn an increase in vacation accrual

Other

New language on CSEA Rights, Release Time, Probation and Evaluation, Personal Necessity, Leave Provisions, Job Descriptions, Completion of Negotiations and Reopeners, and Term.

Teamsters Local Union 150

Compensation and Benefits

3.5% salary increase

16% increase to base salary beginning the 25th consecutive year

\$792 for employee only medical benefits

\$1,559 for two party medical benefits

\$1,986 for family medical benefits

Probation and Evaluation

Evaluations for new hires is to occur the third and sixth month

Uniform and Equipment

\$200 per year for the purchase of safety-related shoes or boots

Two pair of safety shoes once a year

Vacation

Reduction in amount of employment time to earn an increase in vacation accrual

Other

New language on Leave provisions, Transportation, Discipline, Term and Execution of Agreement

**BERRYESSA UNION SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 364**

2019-2020 NEGOTIATIONS

TENTATIVE AGREEMENT

May 16, 2019

ARTICLE 1: RECOGNITION

ARTICLE 1: Recognition

The Berryessa Union School District (hereinafter referred to as "District") confirms its recognition of the California School Employee Association and its Chapter 364 (hereinafter referred to as "CSEA") as the exclusive representative for that unit of clerical, ~~and~~ instructional employees and the **Noon Duty Supervisor Unit**. CSEA and the District agree to list the **Noon Duty Supervisors** to the bargaining unit classifications in Appendix C. New positions within this unit shall be established by the District after consultation with CSEA. Notification of the new position(s) will be sent to PERB for certification.

FOR THE DISTRICT:

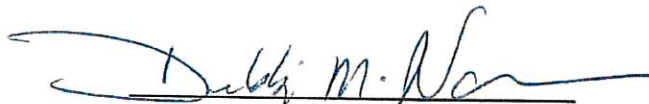


—
Darrien Johnson, M. Ed.
Assistant Superintendent
Human Resources

Date:


May 16, 2019

FOR THE UNION:



—
Debbie Narvaes
President

Date:

May 16, 2019


James Trujillo
Labor Relations Representative

BERRYESSA UNION SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 364
2019-2020 NEGOTIATIONS
TENTATIVE AGREEMENT

May 30, 2019

Article 3: CSEA RIGHTS

3.3 Dues and Fees

- 3.3.1 Any employee covered by this Agreement may sign and deliver to the District an assignment authorizing deduction of California School Employees Association (CSEA) membership dues. The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA. CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.
- 3.3.2 The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database. The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain their approval on behalf of the union before processing any revocation request.
- 3.3.3 With respect to all sums deducted by the District pursuant to this Article, the District agrees to promptly authorize the Santa Clara County Office of Education to remit such monies to CSEA accompanied by an alphabetical list of names of the employees for whom such deductions have been made. CSEA agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 3.3.4 If an employee does not have sufficient funds due him/her to provide for the payment of dues after all other authorized or mandatory deductions or garnishments have been made, no such sums shall be deducted and CSEA shall assume the duty of direct collection from the employee. CSEA shall assume the same responsibility in all cases where no deductions have been made because an employee's earnings are insufficient during any pay period to pay such dues.
- 3.3.5 ~~(a) CSEA shall defend and indemnify the District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by CSEA to the District to cancel or change~~

~~membership dues authorization.~~ CSEA shall indemnify and hold harmless the District and its Board, individually and collectively, from any legal costs and damages arising from claims, damages, or liability by reason of litigation arising from this Article, provided that the obligation applies to litigation brought by third parties (including disputes between CSEA and its members) and not to disputes between CSEA and the District over the interpretation or application of this Article The District shall promptly notify CSEA of any claims made by employees relating to dues authorization.

(b) CSEA shall have the exclusive right to decide and determine whether any such action or proceeding referred to in paragraph (a) shall or shall not be compromised, resisted, defended, tried or appealed.

3.3.6 If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.

FOR THE DISTRICT:



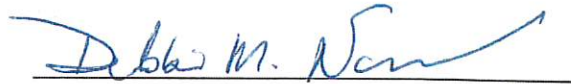
Darrien Johnson, M. Ed.

Assistant Superintendent

Human Resources

Date: 5/30/19

FOR THE UNION:



Debbie Narvaes

President

Date: May 30, 2019



James Trujillo

Labor Relations Representative

Date: 5/30/19

**BERRYESSA UNION SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 364**

2019-2020 NEGOTIATIONS

TENTATIVE AGREEMENT

May 16, 2019

ARTICLE 6: RELEASE TIME

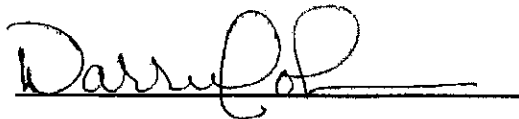
ARTICLE 6: Release Time

6.2 Two ~~(2)~~ **Four (4)** days per month release time will be given to the CSEA President or designee for the purpose of problem solving and other CSEA business. The District will provide a substitute as needed. CSEA will generally be required to provide at least two (2) weeks advance notice of the absence, but may provide lesser notice when circumstances call for less notice. The advance notice must be reasonable in light of the circumstances.

6.3 Annual Conference

Release time without loss of compensation shall be granted to ~~two (2)~~ **three (3)** CSEA designated delegates to attend the actual days the CSEA annual conference is in session. CSEA shall provide the District with thirty (30) days written notice of the names of the ~~two (2)~~ **three (3)** delegates that are entitled to receive release time

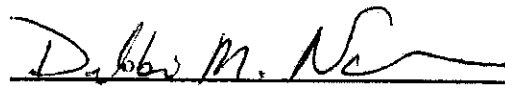
FOR THE DISTRICT:



Darrien Johnson, M. Ed.
Assistant Superintendent
Human Resources

Date: May 16, 2019

FOR THE UNION:



Debbie Narvaes
President

Date: 5/16/19



James Trujillo
Labor Relations Representative

Date: 5/16/19

BERRYESSA UNION SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 364
TENTATIVE AGREEMENT

FOR
2019-2020 NEGOTIATIONS

September 11, 2019

ARTICLE 8: COMPENSATION AND BENEFITS

8.1 Salary

2019-2020 Salary

Salary Schedule Increase: Effective July 1, 2019, the salary schedule for the 2019-2020 year shall be increased by three and twenty-six hundredths (3.26%) over the 2018-2019 salary schedule and is attached to this Agreement as Appendix B.

For the 2019-2020 school year, each bargaining unit member shall be paid a one time, off the salary schedule payment of 1.00% of base salary. Unit members are eligible for this one-time payment if they are employed and in paid status as of the date that the District's Board ratifies this agreement. This one-time payment shall be implemented no more than sixty (60) business days following the District Board's ratification of this agreement.

The parties agree to modify the salary schedule attached as Appendix B to this Agreement to include the Noon Duty Supervisor classification at Range 3.5. The parties agree that effective July 1, 2019, all Noon Duty Supervisor employees will be placed at Range 3.5, Step 1 of the CSEA salary schedule.

8.2 Step Increases

Unit members will receive step increases on July 1 of each fiscal year. Persons hired prior to January 1, of any year, will receive step increase on July 1 (for those who are eligible) of the next fiscal year. Persons hired on or after January 1 of any year will receive step increases on July 1 of the second successive fiscal year.

8.3 Other Compensation

8.3.1 For unit members continuously employed by the District prior to January 1, 2013 the District will pick up a three percent (3%) PERS buyout for those unit members participating in PERS.

8.3.2 For unit members first employed by the District (or re-employed after a break in service) on or after January 1, 2013, the District will not pick up any portion of the employees' required PERS contributions.

8.3.3 **[DELETED]**

8.3.4 **Occupational Therapists shall receive a one and one-half (1.5%) percent increase for obtaining and maintaining National Board Certification.**

8.3.5 **Speech-Language Pathology Assistants shall receive a one thousand (\$1000) dollar stipend.**

8.3.6 **Bargaining unit employees assigned overnight travel for science camp shall receive a two hundred (\$200) dollar stipend per day in addition to their regular salary.**

8.3.7. Bargaining unit employees shall receive an annual stipend for the following degrees:

Masters \$1,725

8.4 **Working in a Higher Classification**

8.4.1 Bargaining unit employees shall not be required to perform duties which are not fixed and prescribed for their classification, unless the duties reasonably relate to those fixed for the class, for any period of time which exceeds five (5) working days within a fifteen (15) calendar day period except as authorized herein.

8.4.2 A bargaining unit employee may be required to perform duties inconsistent with those assigned to the class for a period of more than five (5) working days provided that his/her salary is adjusted retroactive for the entire period he/she is required to work in a higher class and in such amounts as will provide an amount equivalent to the higher range and the step the unit member is currently on.

8.4.3 Unit members who are temporarily assigned to a lower classification shall suffer no reduction in pay or hours as a result of the temporary assignment.

8.4.4 As used in this Article, "classification" shall be defined as any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications and salary range are appropriate for all positions in the classification.

8.5 School Site Clerical Substitutes

In the event a school site office clerical person is absent for a full school day and a substitute is not provided for the full school day, the elementary school secretary or clerk will be compensated an additional fifty dollars (\$50) per day for assuming the full responsibilities of the absent staff person. At the middle school level the fifty dollars (\$50) will be evenly divided between the secretary and/or school clerks who assumed the full responsibilities. The unit member seeking compensation pursuant to this Section 8.5 shall submit a time sheet for payment to the Human Resources Department within 5 days of performing the full responsibilities of the absent staff person. The Assistant Superintendent of Human Resources may establish a limit on such additional payments on a case-by-case basis if the limit is established before the work is performed.

8.6 Maintaining a Classroom

8.6.1 In case of certificated work stoppage, natural disaster, and/or lack of qualified substitutes, a unit member may be assigned the responsibility of maintaining a classroom when certificated staff is unavailable to directly maintain a classroom, and periodic supervision is provided by a certificated employee.

8.6.2 Effective July 1, 2016, the pay for such classroom maintenance shall be sixteen dollars and sixty cents (\$16.60) in addition to the unit member's regular pay. . Effective July 1, 2017, this amount will increase to seventeen dollars and forty-three cents (\$17.43). Effective July 1, 2018, this amount will increase to seventeen dollars and eighty-seven cents (17.87).

8.6.2.1 This amount shall be increased each year by the percentage increase of the salary schedule as indicated above.

8.6.2.2 Each classified employee that assumes this classroom responsibility, shall receive the above.

8.6.2.3 The utilization of a unit member to maintain a classroom cannot exceed two (2) consecutive days under any circumstances, except in instances of a certificated work stoppage or natural disaster.

8.7 Pay Provision and Training for Special Education Paraeducators, Case Facilitators and Behavior Management Technicians

8.7.1 The salary range for Special Education Paraeducator I shall be: 6.5.

8.7.2 The salary range for Special Education Paraeducator II shall be as follows:

8.7.2.1 Salary range with District certificate placement: 8.5.

8.7.2.2 A Special Education Paraeducator II placed in the above classification must obtain a District certificate of competency in order to be placed at range: 8.5.

8.7.2.3 Salary range with placement only: 7.5.

8.7.3 **Training**

8.7.3.1 Based on program needs, the District will determine appropriate training for Special Education Paraeducator I's to become eligible to be Special Education Paraeducator II's and for Special Education Paraeducator II's to become eligible to be Behavior Management Technicians. The District will provide this training as needed. The District will provide CSEA with the annual training schedule no later than October 1 of each year.

8.7.3.2 All bargaining unit members assigned to enroll in certified Therapeutic Crisis Intervention (TCI) training to obtain de-escalation and restraint certification shall be paid \$21.43 per hour for the training. The District shall meet with the Chapter President or designee to discuss recommendations for the prioritization of TCI training attendees.

8.7.3.3 For the 2019-2020 school year, unit members assigned to 180-day, 181-day and 183-day positions will work and receive pay for an additional two days of service. For the 2020-2021 and 2021-2022 school years, the parties agree to negotiate this section during annual reopener negotiations.

8.7.4 **Daily Living Requirements**

8.7.4.1 Special Education Paraeducators I and II, Case Facilitators, and Behavior Management Technicians I and II are expected to provide daily living requirements if students require such services except for a Special Education Paraeducator I employed before March 1, 1997 will not be required to provide daily living requirements as part of developing students' daily living skills. Daily living requirements, as used in this provision, involves actual bodily assistance of the student and not mere escorting or mere observation for emergencies.

8.7.4.2 When a Special Education Paraeducator I (regardless of hire date) provides daily living requirements, that individual shall receive a one (1) range differential per month for the time daily living requirements are provided.

8.7.5 **Medical Procedures**

8.7.5.1 The District may assign Special Education Paraeducators I and II to be trained and assigned for such services to provide medical procedures for students, including, but not limited to catheterization, gavage feeding, injection, or suctioning. Unit

members assigned to provide medical procedures to students on a regular basis shall be paid seventy-five dollars (\$75) a month for providing these services.

- 8.7.5.2 Under the District nurse and/or principal's direction, each school site will develop a backup plan to provide designated medical procedures when the unit member assigned those duties is absent. This plan shall include provisions for providing appropriate training to unit members who provide the designated medical procedures. Unit members providing designated medical procedures on a back-up basis shall be paid ten dollars (\$10) per day on which the service is provided, not to exceed a total of seventy-five dollars (\$75) in any calendar month.
- 8.7.5.3 Unit members assigned to provide medical procedures for a specific child will be provided the necessary on-the-job training for the specific procedures. This training will be at the District's expense and provided by qualified personnel. Interested unit members (other than those in positions listed in Section 8.7.4.1) can also volunteer for and receive this specific training. Upon successful completion of the training, these volunteers will become eligible for assignment to provide medical procedures to students. The District has sole discretion to determine whether and when to provide training, and to select appropriate unit members for assignment to provide the medical procedures.
- 8.7.6 Special Education Paraeducators I and II, Behavior Management Technicians I and II, and Case Facilitators shall be considered placed at the District Office for purposes of assignment only.
- 8.7.7 When a Special Education Paraeducator I or II is assigned to a Special Day Class or a Resource Program when a substitute teacher is provided, the Paraeducator shall receive an additional hour of pay for each day with the substitute, except in the case of the assignment of a long-term substitute, in which case the Paraeducator will be paid an additional hour for only the first ten (10) days. If a new long-term substitute is assigned, the ten (10) day limit shall reset.
- 8.7.8 When an Instructional Associate, Kindergarten Instructional Associate, PE Instructional Associate or Transitional Kindergarten Associate is assigned to a class when a substitute is provided due to the teacher's unplanned absence (defined as all absences outside of official business), the above classification shall receive an additional hour of pay for each day with the substitute, except in the case of the assignment of a long term substitute, in which case the above classifications will be paid an additional hour for only the first ten (10) days.

8.8 **Longevity**

8.8.1 Unit members must be in paid status at least seventy-five percent (75%) of the school year in order to receive credit for a year of service.

8.8.2 Unit members will receive longevity steps on July 1 as follow:

beginning of the 7th consecutive year – 4% increase in base salary
beginning of the 12th consecutive year – 7% increase in base salary
beginning of the 17th consecutive year – 10% increase in base salary
beginning of the 21st consecutive year – 13% increase in base salary
beginning of the 25th consecutive year – 16% increase in base salary.

8.8.3 Unit members with breaks-in-service shall be eligible to have all years counted for longevity effective November 1, 1987.

8.9 **Health and Welfare Benefits**

The District's required contributions toward premiums for medical, dental and vision benefits are set forth in this Section 8.9 (including subsections). Any premium costs above the amounts listed in Section 8.9 will be deducted from unit members' pay checks.

8.9.1 **Medical Premiums**

For the school years 2019-2020 through 2021-2022, medical benefits will be provided by participation in the CalPERS Health Benefits Program, the Public Employees' Medical and Hospital Care Act (PEMHCA). Unit members may choose any one of the plans offered by CalPERS, and must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and PEMHCA. The District shall make contributions toward CalPERS medical premiums for unit members as described below:

8.9.1.2 **District Supplemental Benefits Contribution for Medical Premiums**

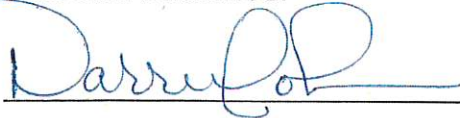
Effective the first day of the month in 2019 after the District governing board approves the amendments to this Agreement, the District will provide to each eligible full-time unit member a supplemental monthly contribution toward the costs of the medical plans that, when added to the District Basic Contribution in Section 8.9.1.1 will not exceed the following amounts:

- \$1,075 per month for unit members enrolled in employee only medical benefit plans; and

- \$1,818 per month for unit members enrolled in two-party or family medical benefits plans.

The supplemental benefits contribution shall be prorated for part-time unit members as described in Section 8.9.3.

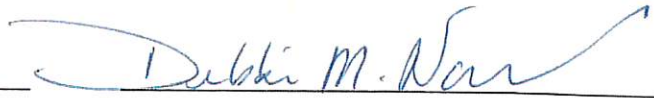
FOR THE DISTRICT:



Darrien Johnson, M. Ed.
Assistant Superintendent
Human Resources

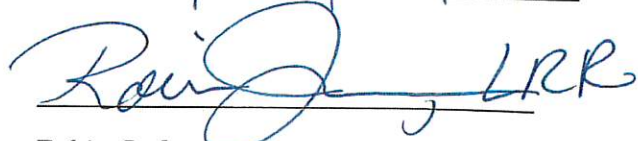
Date: 9/11/19

FOR THE UNION:



Debbie Narvaes
President

Date: Sept. 11, 2019



Robin Jackson
Labor Relations Representative

Date: 9-11-2019

BERRYESSA UNION SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 364
TENTATIVE AGREEMENT
FOR
2019-2020 NEGOTIATIONS

October 11, 2019


ARTICLE 8: COMPENSATION AND BENEFITS

8.1 Salary

2019-2020 Salary


The one-time, off the salary schedule payment contained in the September 11, 2019 Tentative Agreement shall be based upon the 2018-2019 salary schedule for CSEA unit members. The September 11, 2019 Tentative Agreement shall be re-formatted such that the one-time, off the salary schedule payment based upon the 2018-2019 salary schedule, shall be 1.04% of base salary. All other terms of the September 11, 2019 Tentative Agreement are unaffected.

FOR THE DISTRICT:


Darrien Johnson, M. Ed.
Assistant Superintendent
Human Resources

Date: 10/11/19

FOR THE UNION:


Debbie Narvaes
President

Date: Oct. 11, 2019


James Trujillo
Labor Relations Representative

Date: 10-14-19

BERRYESSA UNION SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 364
TENTATIVE AGREEMENT – REFORMATTED ADDENDUM

OCTOBER 14, 2019

ARTICLE 8: COMPENSATION AND BENEFITS

The parties agree that the Tentative Agreement reached on September 11, 2019, which provides as follows:

8.1 Salary

2019-2020 Salary

The one-time, off the salary schedule payment of 1.00% of base salary contained in the September 11, 2019 Tentative Agreement shall be based upon the 2018-2019 salary schedule for CSEA unit members. All other terms of the September 11, 2019 Tentative Agreement are unaffected.

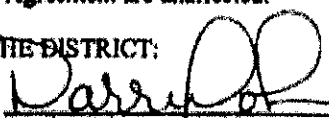
Shall be reformatted to provide as follows:

8.1 Salary

2019-2020 Salary

The one-time, off the salary schedule payment contained in the September 11, 2019 Tentative Agreement shall be based upon the 2018-2019 salary schedule for CSEA unit members. The September 11, 2019 Tentative Agreement shall be re-formatted such that the one-time, off the salary schedule payment based upon the 2018-2019 salary schedule, shall be 1.04% of base salary. All other terms of the September 11, 2019 Tentative Agreement are unaffected.

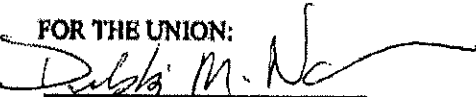
FOR THE DISTRICT:


Darrien Johnson, M. Ed.
Assistant Superintendent
Human Resources

Date:

10/14/19

FOR THE UNION:


Debbie Narvaes
President

Date:

10/15/19


James Trujillo
Labor Relations Representative
Date: 10-15-19

**BERRYESSA UNION SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 364**

2019-2020 NEGOTIATIONS

TENTATIVE AGREEMENT

May 16, 2019

ARTICLE 9: PROBATION AND EVALUATION

ARTICLE 9.2.2

Employee:

OVERALL PERFORMANCE RATING (mark one only)

☐ Outstanding ☐ Satisfactory ☐ Unsatisfactory*

***CSEA Contract, Article 9.2.2**

Any less than satisfactory designation must be described in writing, and in the event of an overall unsatisfactory evaluation, the supervisor and the employee shall collaboratively develop methods of improvements. The supervisor shall assist the employee in achieving improvements. The employee shall cooperate in this program.

Commendations:

Recommendations:

Future Objectives:

Signature of Evaluator: _____

Date: _____

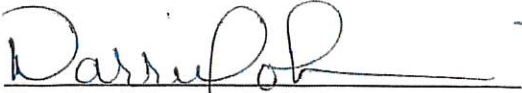
Signature of Employee: _____

Date: _____

The employee's signature does not indicate an agreement but that the employee has read the evaluation and has had the opportunity to respond in writing. If the employee submits an attached written response, it will become a permanent part of the Employee's Work Performance Report.

Employee Response Attached: ☐ Yes ☐ No

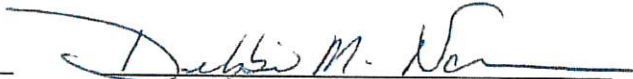
FOR THE DISTRICT:



Darrien Johnson, M. Ed.
Assistant Superintendent
Human Resources

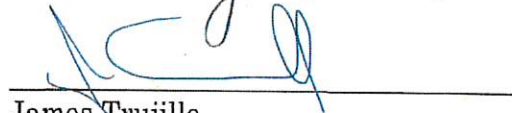
Date: May 16, 2019

FOR THE UNION:



Debbie Narvaes
President

Date: May 16, 2019



James Trujillo
Labor Relations Representative

Date: 5/16/19

BERRYESSA UNION SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 364
2019-2020 NEGOTIATIONS
TENTATIVE AGREEMENT

June 13, 2019

Article 11: PERSONAL NECCESSITY

11.4 Sick Leave for Personal Necessity

11.4.1 Up to seven (7) days of the ~~sick~~ leave granted annually to unit members ~~for personal illness~~ may be used ~~by the unit member~~ for reasons of personal necessity.

11.4.1.1 Unit members may annually use up to three (3) of the allotted seven (7) Personal Necessity Leave days as Discretionary Days.

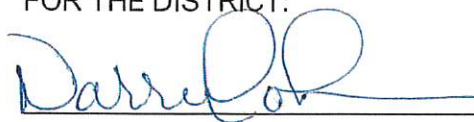
11.4.1.2 Unit members are not required to provide a reason for the use of any Discretionary Day but must provide at least three (3) work days' notice of the use of such day to their immediate supervisor through completion and submission of the "Leave of Absence Request Form."

11.4.1.3 Discretionary Days may not be used on scheduled training or staff development days, immediately before, after or during a holiday recess period, or during the first two (2) weeks or the last two (2) weeks of the instructional school year without prior approval.

11.4.1.4 Unused Discretionary Days do not accumulate and cannot be carried over from year to year.

Proposed new language in **Bold and Underline**

FOR THE DISTRICT:



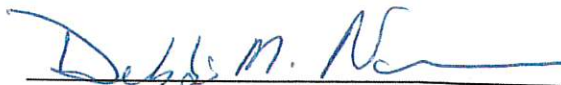
Darrien Johnson, M. Ed.

Assistant Superintendent

Human Resources

Date: June 13, 2019

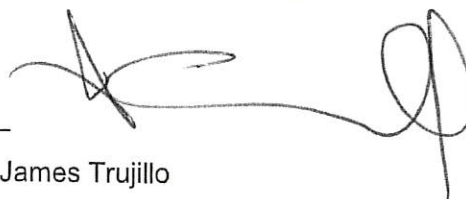
FOR THE UNION:



Debbie Narvaes

President

Date: 6/13/19



James Trujillo

Labor Relations Representative

Date: 6/13/19

BERRYESSA UNION SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 364

2019-2020 NEGOTIATIONS

TENTATIVE AGREEMENT

May 2, 2019

ARTICLE 11: LEAVE PROVISIONS

11.9 Bereavement Leave

Each unit member is entitled to a leave of absence, not to exceed five (5) days on account of the death of any member of the unit member's immediate family. Such days need not be taken consecutively, but must be taken within a 12-month period. The immediate family is defined as husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild of the unit member, step-parent, step-son, step-daughter, brother-in-law, sister-in-law, or any relative of a spouse living in the immediate household of the unit member.

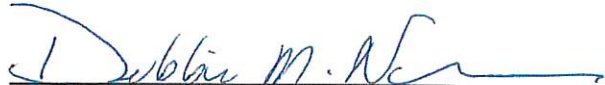
FOR THE DISTRICT:



Darrien Johnson, M. Ed.
Assistant Superintendent
Human Resources

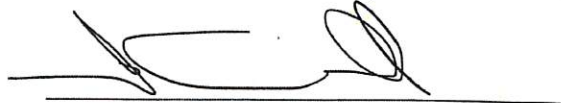
Date: May 2, 2019

FOR THE UNION:



Debbie Narvaes
President

Date: 5/3/19



James Trujillo
Labor Relations Representative

Date: 5/3/19

Berryessa Union School District

And

California School Employees Association, Chapter 364

2019-2020

Tentative Agreement

June 13, 2013

ARTICLE 15: VACATION

15.1 Vacation Accrual

Every regular unit member shall earn vacation at the prescribed rate as part of the unit member's compensation. Unit members shall earn vacation according to the number of assigned work days per year (excluding holidays and vacation) as follows:

| | 160-190 Days | 191-223 Days | 224 Or More Days |
|--|-----------------|-----------------|---------------------|
| First through fourth third year: | 10 days | 11 days | 12 days |
| Fifth fourth through ninth sixth year: | 12 days | 13 days | 15 days |
| Tenth Seventh through eleventh ninth year: | 14 days | 15 days | 17 days |
| Twelve ten plus years: | 16 days | 19 days | 20 days |

15.2 Posting of Vacation Leave

Unit members earn vacation on a fiscal-year basis. At the beginning of each fiscal year, the unit member's pay warrant shall reflect the carryover of paid vacation hours plus the vacation hours normally earned in the ensuing fiscal year. Unit members hired during the fiscal year shall earn vacation on a prorated basis for that initial fiscal year.

15.3 Vacation Leave During Probationary Period

No vacation shall be granted to a unit member during the first six (6) months of employment, but on successful completion thereof, prorated vacation time shall be allowed for time of service accrued.

22 15.4 **Vacation Carryover**

23 15.4.1 Earned vacation accumulated on a fiscal year basis must be taken during the
24 following fiscal year. Unit members may be permitted to take earned vacation
25 leave within the same fiscal year in which it is earned with the approval of the
26 department head, principal, or administrator.

27 15.4.2 A department head, principal or administrator may not defer a unit member's
28 vacation without obtaining the approval of the Superintendent or his/her
29 designee in writing.

30 15.5 **Vacation Interruption**

31 Unit members may interrupt, terminate, or defer vacation in order to use bereavement
32 leave or to use sick leave in the event of an illness which exceeds five (5) work days
33 without a return to active service, provided the unit member first notifies his/her
34 supervisor and supplies the Human Resources Department with sufficient relative
35 supporting information regarding the basis for such interruption, termination, or
36 deferment. Any vacation so deferred shall only be rescheduled with the approval of the
37 unit member's immediate supervisor.

38 15.6 **Vacation Scheduling**

39 15.6.1 Vacation leave shall be scheduled and approved by the department head,
40 principal, or administrator. Effort shall be made to enable vacation time to be
41 taken at times mutually convenient to the unit member, consistent with the
42 needs of the service and the workload of the department.

43 15.6.2 Vacation for unit members who work less than twelve (12) months per year
44 must be taken during their work year when students are not scheduled for
45 attendance. At the end of the work year, any vacation days remaining that
46 could not be scheduled during the work year, will be paid on the June payroll
47 warrant. The amount paid will be the balance of any day(s) in excess of one
48 (1) fiscal year carryover.

49 15.6.3 In exceptional circumstances, a unit member may request, and the District
50 may approve, a temporary change in schedule to allow the unit member to
51 take time off when the unit member is ineligible for vacation leave or has no
52 accrued and available vacation leave. In determining whether or not to grant
53 the temporary schedule change pursuant to this subsection, the District shall
54 consider student and District service needs and the workload of the
55 department.

56 15.6.4 A holiday which falls during the scheduled vacation period of any bargaining
57 unit employee shall be paid as a holiday and shall not be charged to the unit
58 member's vacation account.

59 15.7 **Vacation Salary**

60 The salary at which vacation is paid shall be the unit member's current salary rate. A unit
61 member whose vacation time is earned and begun under a given status shall suffer no loss
62 of earned vacation by reason of subsequent changes in conditions of employment.

63 15.8 **Effect of Change of Status on Vacation Leave**

64 The salary at which vacation is paid shall be the unit member's current salary rate. A unit
65 member whose vacation time is earned and begun under a given status shall suffer no loss
66 of earned vacation by reason of subsequent changes in conditions of employment.

67 15.9 **Vacation Pay Upon Termination**

68 When an employee in the bargaining unit is terminated for any reason, he/she shall be
69 entitled to all vacation pay earned and accumulated up to and including the effective date
70 of termination.

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72 Proposed new language in **Bold and Underline**

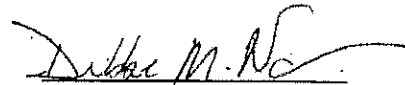
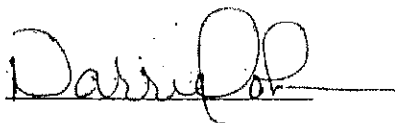
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74 For the District:

For CSEA:

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Darrien Johnson, M. Ed.

Debbie Narvaes

78

Asst. Superintendent, HR

President

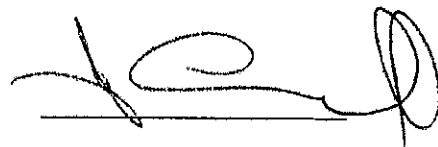
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Date: 6/13/19

Date: 6/13/19

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81



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James Trujillo

83

Labor Relations Representative

84

Date: 6/13/19

BERRYESSA UNION SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 364
TENTATIVE AGREEMENT
FOR
2019-2020 NEGOTIATIONS

October 11, 2019

JOB DESCRIPTIONS

24.2 Job Descriptions

All modifications in bargaining unit job descriptions shall be reviewed with CSEA, and the parties shall negotiate regarding proposed changes to the job descriptions to the extent required by the EERA. All modified bargaining unit job descriptions shall include the date of Board Approval.

24.2.1

The parties shall annually, beginning no later than January, engage in a process to review and update existing job descriptions as needed. Each party shall be entitled to up to three (3) participants in this process. Each year, the parties shall identify 1-2 job families in which job descriptions shall be reviewed and updated as needed. The parties shall make best efforts to complete review and revision of all unit member job descriptions in a three-year cycle.

FOR THE DISTRICT:



Darrien Johnson, M. Ed.
Assistant Superintendent
Human Resources

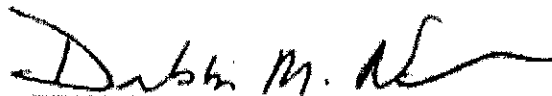
Date: 10/11/19



James Trujillo
Labor Relations Representative

Date: 10/14/19

FOR THE UNION:



Debbie Narvaes
President

Date: 10/11/19

BERRYESSA UNION SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 364
2019-2020 NEGOTIATIONS

TENTATIVE AGREEMENT

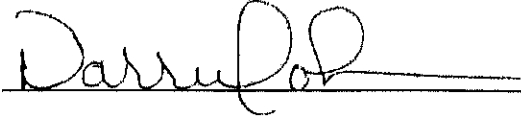
September 18, 2019

ARTICLE 27: COMPLETION OF NEGOTIATIONS AND REOPENERS

- 27.1 This Agreement shall be effective from the date of approval by the District Governing Board through June 30, 2022.
- 27.2 Except for the reopeners specified in this Article 27, during the term of this Agreement, CSEA and the District expressly waive and relinquish the right to meet and negotiate, and agree that the parties shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement. The current Board policies that specifically relate to the negotiable areas delineated in the Educational Employment Relations Act will remain in full force and effect during the term of the Agreement.
- 27.3 For the 2020-2021 and 2021-2022 school years, each party shall have the right to re-open Article 8 ("Compensation and Benefits") by providing the other party a written demand to bargain no sooner than ninety (90) days prior to the end of the prior school year (i.e., June 30), and otherwise following the requirements for disclosure of bargaining proposals contained in Government Code Section 3547. In addition to Compensation and Benefits, each party shall be entitled to re-open negotiations on no more than two (2) Articles of this Agreement.
- 27.4 Upon the request of either party, the parties agree to reopen negotiations regarding the impact that any new legislation may have on mandatory subjects of bargaining.
- 27.5 The District will provide all school and department sites two (2) copies of the negotiated agreement within sixty (60) calendar days of the signing. The Agreement will be made available for bargaining unit members' reference. In addition, the Agreement will be posted on the District's web site.
- 27.6 A copy of this contract will be sent to PERB (Public Employment Relations Board) if required to comply with PERB Regulations.

This Agreement is a result of good faith meeting and negotiating between CSEA and the District, ~~completed on September 18, 2019~~, approved by the Berryessa Union School District Board of Trustees on [DATE], and ratified by CSEA membership on [DATE].

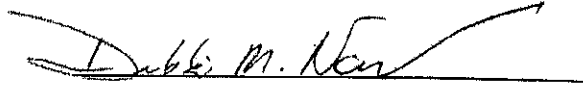
FOR THE DISTRICT:



Darrien Johnson, M. Ed.
Assistant Superintendent
Human Resources

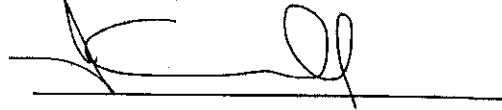
Date: 9/18/19

FOR THE UNION:



Debbie Narvaes
President

Date: Sept. 18, 2019



James Trujillo
Labor Relations Representative

Date: 9-19-19

BERRYESSA UNION SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 364
2019-2020 NEGOTIATIONS

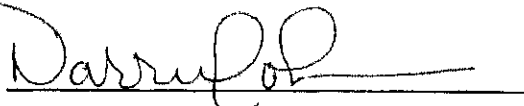
TENTATIVE AGREEMENT

September 18, 2019

ARTICLE 29: TERM

- 29.1 This Agreement shall be effective upon ratification by the union and approval by the Governing Board through June 30, 2022. Upon the request of either party, the parties agree to reopen negotiations during the term of the Agreement regarding the impact that any new legislation may have on mandatory subjects of bargaining.
- 29.2 The parties agree to submit their proposals for the 2022-2023 re-opener negotiations, as required by Government Code Section 3547, no later than May 1, 2022. Negotiations shall commence no later than thirty (30) calendar days following the public hearing on the proposal.
- 29.3 The parties shall abide by the provisions of Article 27 with respect to any other right to re-open negotiations during the term of this Agreement.

FOR THE DISTRICT:



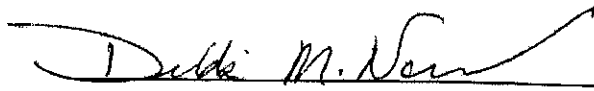
Darrien Johnson, M. Ed.

Assistant Superintendent

Human Resources

Date: 9/18/19

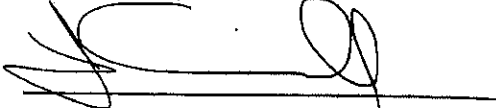
FOR THE UNION:



Debbie Narvaes

President

Date: Sept. 18, 2019



James Trujillo

Labor Relations Representative

Date: 9-19-19