

BERRYESSA UNION SCHOOL DISTRICT

NEGOTIATION NEWS

Eighth Session- September 18, 2019

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

BUSD AND CSEA HOLD EIGHTH NEGOTIATIONS SESSION FOR 2019-2020

Bargaining teams for BUSD and CSEA held their eighth negotiations session on Wednesday, September 18, 2019, for a successor to the current contract, which has a term of July 1, 2016-June 30, 2019.

Note: New language in **Bold**.

BUSD and CSEA Signed Tentative Agreements on Term, Completion of Negotiations and Reopeners, and Noon Duty Supervisors.

The parties reached tentative agreements on Article 29 ("Term") and Article 27 ("Completion of Negotiations and Reopeners"), as well as an article involving Noon-Duty Supervisors.

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.**

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

September 20,
2019

District's
Negotiations
With CSEA

Volume 1, Issue 8



Pathway to the Future

The teams will
meet again on:

October 11, 2019

Meet the Team

Darrien Johnson, M. Ed.-
Assistant Superintendent
of Personnel

Kevin Franklin- Assistant
Superintendent of
Business Services

Josh Quitarano
Director of Fiscal Services

Mya Duong- Principal of
Brooktree Elementary
School

Carol Mar - Principal of
Sierramont Middle
School

Jamie Garcia-
Administrative Assistant
of HR

John Yeh- Legal Counsel

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 [DATE], and approved by the Berryessa Union School District Board of Trustees on [DATE].

TENTATIVE AGREEMENT- NOON DUTY SUPERVISORS

The inclusion of Noon Duty Supervisors in the Collective Bargaining Agreement shall include the following:

- (1) Noon Duty Supervisors shall be placed on the classified salary schedule at Range 3.5, Step 1, per Article 8.1 (Salary)
- (2) **Vacation Accrual (Article 15.1):** For the purposes of applying Article 15.1 to determine vacation accrual, Noon Duty Supervisors shall receive credit for years of service prior to their inclusion in the bargaining unit upon the ratification of the current contract.
- (3) **Seniority:** Article 22.3.3 (“Definition of Length of Service Seniority”), when applied to Noon Duty Supervisors, shall be interpreted to include service by Noon Duty Supervisors prior to their inclusion in the bargaining unit upon the ratification of the current contract.
- (4) **Longevity:** Although Noon Duty Supervisors shall be placed on the salary schedule at Range 3.5, Step 1, their years of service prior to becoming unit members shall be credited when determining Longevity increases in base salary under Section 8.8 of this Agreement.

ADDITIONAL PROPOSALS EXCHANGED

After these three tentative agreements were reached, the parties exchanged proposals regarding an increase in the base salary for the classification of Payroll Technician in light of the duties performed by that classification. The District submitted the original initial proposal:

ARTICLE 24: JOB DESCRIPTIONS, RECLASSIFICATION, AND POSITION UPGRADE, SALARY SURVEYS

- **District Proposals:**
 - **Payroll Technician:**
 - Effective July 1, 2019, the classification of Payroll Technician shall be moved from Range 14.5 to Range 16.
- CSEA gave a counter proposal to include the following language: Effective July 1, 2019, the classification of Payroll Technician shall be moved from Range 14.5 to Range ~~16~~ **19**.
 - **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 engage in a process to review and update existing job descriptions as needed. Each year, the parties shall identify 1-2 job families in which job descriptions shall be reviewed and updated as needed. It is the expectation that the parties shall complete review and revision of all unit member job descriptions in a four-year cycle.**
- CSEA gave a counter proposal to include the following language: The parties (**Negotiations Team for CSEA**) shall annually, **beginning in January**, engage in a process to review and update existing job descriptions as needed. Each year, the parties shall identify 1-2 job families in which job descriptions shall be reviewed and updated as needed. It is the expectation that the parties shall complete review and revision of all unit member job descriptions in a ~~four~~**three**-year cycle.

CSEA Revisits Tentative Agreement on Salary

CSEA revisited the Tentative Agreement reached on September 11, 2019, in which the parties agreed to a 3.26% increase to base salary, as well as one-time, off the salary schedule payment of 1% of base salary, for the 2019-2020 school year. CSEA contended that the 1% payment was to be based on the base salary after application of the 3.26% increase. The District cited past practice that both the 3.26% increase, and 1% payment, were to be applied to the 2018-2019

salary schedule before the application of any negotiated salary increases to be effective for the successor contract.

- **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.

- CSEA gave a counter proposal maintaining its original position: 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~~ **2019-2020** salary schedule for CSEA unit members. All other terms of the September 11, 2019 Tentative Agreement are unaffected.

The parties did not reach tentative agreements on the last three proposals, and scheduled an additional negotiation session for October 11, 2019.

The teams meet again on Friday, October 11, 2019.