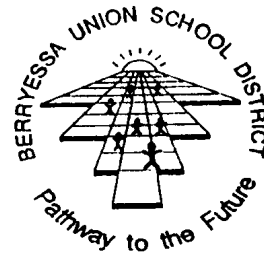


NEGOTIATED AGREEMENT



BETWEEN



California School Employees Association,
(Noon Duty Supervisor Unit)

AND

THE GOVERNING BOARD AND
ADMINISTRATION

OF THE

BERRYESSA UNION SCHOOL DISTRICT

July 1, 2015 - June 30, 2016

(This page intentionally left blank.)

Table of Contents

1	PREAMBLE	3
2	ARTICLE 1: RECOGNITION	4
3	ARTICLE 2: DISTRICT RIGHTS	5
4	ARTICLE 3: CSEA RIGHTS	6
5	3.1 CSEA Business	6
6	3.2 Posting Information	6
7	3.3 Change of Status	6
8	ARTICLE 4: EMPLOYEE RIGHTS	8
9	ARTICLE 5: CONCERTED ACTIVITIES	9
10	ARTICLE 6: GRIEVANCE	10
11	6.1 Definitions	10
12	6.2 Grievance Procedures	10
13	6.3 Level 1 – Immediate Supervisor	11
14	6.4 Level 2 – Human Resources Administrator	11
15	6.5 Level 3 - Superintendent	11
16	ARTICLE 7: COMPENSATION	12
17	7.1 2015-2016 Salary	12
18	7.2 Training	12
19	7.3 School or Worksite Closure	12
20	ARTICLE 8: AT-WILL EMPLOYMENT STATUS	13
21	ARTICLE 9: SICK LEAVE PROVISIONS	14
22	ARTICLE 10: PAYROLL ERROR	16

23 **ARTICLE 11: UNIFORMS AND EQUIPMENT**..... 17

24 **ARTICLE 12: PROMOTIONAL OPPORTUNITIES** 18

25 **ARTICLE 13: SAFETY**..... 19

26 13.1 Work Site Safety..... 19

27 **ARTICLE 14: PERSONNEL FILES**..... 20

28 **ARTICLE 15: EFFECT OF AGREEMENT** 21

29 **ARTICLE 16: SUPPORT OF AGREEMENT** 22

30 **ARTICLE 17: TERM, COMPLETION OF NEGOTIATIONS AND REOPENERS** 23

31 **ARTICLE 18: SAVINGS PROVISIONS**..... 24

32

33

34

35

36

37

38

39

40

41

42

43

44

45

46

47 **PREAMBLE**

48 This agreement made and entered into this 10th day of February, by and between Berryessa
49 Union School District, hereinafter referred to as the District, and the California School Employee
50 Association (Noon Duty Supervisor Unit) and its Berryessa Union School District, hereinafter
51 referred to as “CSEA Noon Duty Supervisor Unit”.

52

53

54

55

56

57

58

59

60

61

62

63

64

65

66

67

68

69

70

71

72 **ARTICLE 1: RECOGNITION**

73 The Berryessa Union School District (hereinafter referred to as “District”) confirms its
74 recognition of the California School Employee Association and its Chapter 364 (hereinafter
75 referred to as “CSEA”) as the exclusive representative for the unit of non-classified Noon Duty
76 Supervisors. The parties recognize that playground supervision work is a shared duty performed
77 by unit members in this bargaining unit as well as others.

78

79

80

81

82

83

84

85

86

87

88

89

90

91

92

93

94

95

96

97 **ARTICLE 2: DISTRICT RIGHTS**

98 2.1 It is understood and agreed that the District retains all of its powers and authority to
99 direct, manage, and control to the full extent of the law. Included in, but not limited to,
100 those duties and powers is the exclusive right to: determine its organization; direct the
101 work of its employees; determine the times and hours of operation; determine the kinds
102 and levels of services to be provided, and the methods and means of providing them;
103 establish its educational policies, goals and objectives; ensure the rights and educational
104 opportunities of students; determine staffing patterns, determine the number and kinds of
105 personnel required; transfer personnel; maintain the efficiency of District operations;
106 determine the curriculum; build, move, or modify facilities; establish budget procedures
107 and determine budgetary allocation; determine the methods of raising revenue; contract
108 out work; and take action on any matter in the event of an emergency. In addition, the
109 Board retains the rights to hire, classify, assign, evaluate, promote, and discipline
110 employees.

111 2.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the
112 District, the adoption of policies, rules, procedures, regulations and practices the
113 furtherance thereof, and the use of judgment and discretion in connection therewith, shall
114 be limited only by the specific and express terms of this Agreement, and then only to the
115 extent such specific and express terms are in conformance with the law.

116

117

118

119

120

121

122

123

124

125

126 **ARTICLE 3: CSEA RIGHTS**

127 3.1 **CSEA Business**

128 CSEA business and activities will be conducted by unit members or CSEA officials
129 outside established work hours as defined and will be conducted in places other than
130 District property, except when:

131 3.1.1 An authorized CSEA representative obtains advance authorization from the
132 Superintendent or designee regarding the specific time, place, and type of
133 activity to be conducted.

134 3.1.2 The Superintendent or designee can verify that such requested activities and
135 one of facilities will not interfere with the school programs and/or duties of
136 unit members as defined.

137 3.1.3 CSEA pays a reasonable fee for expenses related to any usual wear or damage
138 and it is subject to Civic Center Act and District guidelines for the use of
139 facilities.

140 3.2 **Posting Information**

141 CSEA may use the mail boxes and bulletin board spaces designated by the
142 Superintendent, subject to the following conditions:

143 3.2.1 All postings for bulletin boards or items for school mail boxes must contain
144 the date of posting or distribution and the identification of the organization,
145 together with a designated authorization by CSEA president or other
146 authorized person.

147 3.2.2 A copy of such postings or distributions must be delivered to the
148 Superintendent or designee at the same time as posting or distribution.

149 3.2.3 CSEA will not post or distribute information which is obscene or defamatory
150 of the District or its personnel, subject to the immediate removal by the
151 District of the right to post or to distribute for a period of 90 days.

152 3.3 **Change of Status**

153 The District will provide CSEA with written notification of any new employment or
154 change of status of any unit member. The District will provide this notice to the CSEA
155 President and Treasurer.

156 3.4 **Release Time**

157 The District will provide CSEA Noon Duty Unit President or designee with up to three
158 hours per month release time for the purpose of problem solving and other CSEA
159 business for the Noon Duty Supervisor Unit. The District will provide a substitute as

160 needed for this release time. CSEA will generally be required to provide at least two (2)
161 weeks advance notice of the absence for the use of this release time, but may provide
162 lesser notice when circumstances call for less notice. The advance notice must be
163 reasonable in light of the circumstances. The release time provided by this Section 3.4 is
164 in addition to any release time that may be required for negotiations or grievance
165 processing pursuant to Government Code Section 3543.1 (c). Release time provided
166 pursuant to this Section 3.4 will be provided only during regular school months and
167 unused time during any month will not be carried over.
168
169

170

171

172

173

174

175

176

177

178

179

180

181

182

183

184

185

186

187

188 **ARTICLE 4: EMPLOYEE RIGHTS**

189 The District recognizes and will grant to unit members the right to be represented by CSEA as
190 guaranteed by the EERA.

191 Neither the District nor CSEA shall interfere with, intimidate, restrain, coerce, or discriminate
192 against employees because of their decision to exercise the right to engage or not engage in
193 CSEA activities.

194 Neither the District nor CSEA shall discriminate against any employee because of their race,
195 religion, color , sex, gender, gender identity, gender expression, sexual orientation (including
196 heterosexuality, homosexuality and bisexuality), national origin, ancestry, military or veteran
197 status, marital status, pregnancy, childbirth, or a related medical condition, age over 40, medical
198 condition, genetic classifications or information, physical or mental disability, or any other
199 classification protected under state, federal, or local law.

200

201

202

203

204

205

206

207

208

209

210

211

212

213

214

215

216 **ARTICLE 5: CONCERTED ACTIVITIES**

217 5.1 It is agreed and understood that there will be no strike, work stoppage, slow-down,
218 picketing or refusal or failure to fully and faithfully perform job functions and
219 responsibilities, or other interference with the operations of the District by CSEA or by
220 its officers, agents, or members during the term of this Agreement, including compliance
221 with the request of other labor organizations to engage in such activity.

222 5.2 CSEA recognizes the duty and obligations of its representatives to comply with the
223 provisions of the Agreement and to make every effort toward inducing all employees to
224 do so. In the event of a strike, work stoppage, slow-down or other interference with the
225 operations of the District by employees who are represented by CSEA, CSEA agrees in
226 good faith to take all necessary steps to cause those employees to cease such action.

227 5.3 It is agreed and understood that any employee violating this Article will be subject to
228 discipline up to and including termination by the District.

229 5.4 It is understood that in the event this Article is violated by CSEA or the District, either
230 party is entitled to take whatever appropriate legal action is available. This Section is not
231 grievable under the provisions of Article 6.

232 5.5 The District agrees not to lock out bargaining unit employees during the term of this
233 Agreement.

234

235

236

237

238

239

240

241

242

243

244

245 **ARTICLE 6: GRIEVANCE**

246 It is in the best interests of unit members, the District, and CSEA to resolve problems at the
247 lowest level soon after they arise. Toward this end, unit members and their immediate
248 supervisors are encouraged to promptly address and work together to resolve problems
249 informally when possible.

250 6.1 **Definitions**

251 6.1.1 **Grievance**: An allegation by unit member(s) or CSEA of a violation of
252 specific provision(s) of the Contract.

253 6.1.2 **Working Day**: A “working day” is any day on which the central
254 administrative offices of the Berryessa Union School District are open for
255 business.

256 6.1.3 **Grievant**: A unit member, unit members, or CSEA.

257 6.2 **Grievance Procedures**

258 6.2.1 A unit member has a right to a CSEA representative at all grievance
259 conferences, and the District administrator/supervisor involved in the
260 conference may as another District representative to attend grievance
261 conferences.

262 6.2.2 No reprisal shall be invoked against any grievant for processing a grievance.

263 6.2.3 Except by mutual agreement, failure by the employer at any level to
264 communicate a decision within specified time limit shall permit the grievant
265 to proceed to the next level.

266 6.2.4 Except by mutual agreement, failure by grievant at any level to appeal a
267 grievance to the next level within the specified time limit shall be considered
268 acceptance of the grievance at that level. All meetings to process grievance
269 will be conducted in District facilities.

270 6.2.5 If the Level 3 hearing with the Superintendent is scheduled during the
271 grievant’s regular working day, the grievant and one CSEA representative will
272 receive time off from normal duties for the purpose of processing the
273 grievance.

274 6.2.6 The grievant must be present at each level of the grievance process.

275 6.2.7 In the event a grievance is filed by a unit member without the assistance of
276 CSEA, the District shall send a copy of the grievance and its resolution to
277 CSEA. Within ten (10) days of receipt, CSEA may submit a written response,
278 which shall be filed with the grievance and resolution in a grievance file.

- 279 6.2.8 Group Grievance: If the same grievance involves unit members at different
280 work sites or departments, the grievance shall be filed at Level 2.
- 281 6.3 **Level 1 – Immediate Supervisor**
- 282 6.3.1 Within ten (10) working days after the grievant knew, or reasonably should
283 have known of the condition upon which the grievance is based, the grievant
284 may present the grievance in writing, on a form to be provided by the District,
285 to the administrator with immediate administrative responsibilities for the
286 position to which the grievant is assigned.
- 287 6.3.2 The statement of grievance shall be a clear, concise statement of the
288 circumstances on which the grievance is based, the persons involved, and the
289 remedy sought.
- 290 6.3.3 Either party to the grievance shall have the right to a conference with the other
291 party.
- 292 6.3.4 The immediate supervisor shall communicate the decision to the grievant and
293 CSEA in writing within ten (10) working days after receiving the grievance.
- 294 6.4 **Level 2 – Human Resources Administrator**
- 295 6.4.1 A grievant may appeal, in writing, the decision from Level 1 to the Assistant
296 Superintendent of Human Resources within ten (10) working days after
297 receiving it.
- 298 6.4.2 This statement shall be a clear, concise statement and shall include: the
299 circumstances on which the grievance is based; the persons involved and the
300 remedy sought; an outline of actions taken to adjust the complaint; and the
301 reasons for the appeal from the decision.
- 302 6.4.3 The Assistant Superintendent of Human Resources shall confer with the
303 grievant and communicate the decision to the grievant in writing, within ten
304 (10) working days of the appeal date.
- 305 6.5 **Level 3 - Superintendent**
- 306 6.5.1 The grievant may appeal the decision from Level 2 to the Superintendent
307 within ten (10) working days after receiving it. The appeal shall be submitted
308 to the Assistant Superintendent of Human Resources who shall forward the
309 grievance to the Superintendent.
- 310 6.5.2 A conference shall be held and the Superintendent shall communicate the
311 decision to the grievant within ten (10) working days of the appeal. The
312 Superintendent’s decision on the grievance shall be final and binding.
- 313

314 **ARTICLE 7: COMPENSATION**

315 7.1 **2015-2016 Salary**

316 Effective on the first day of the 2015-2016 school year, unit members shall be paid an
317 hourly rate of \$12.75 per hour.

318 7.2 **Training**

319 Based on program needs, the District will determine any appropriate training that will be
320 required of, or offered to, unit members. The District will consult with CSEA before
321 making final decisions regarding any required or offered training, and will provide CSEA
322 with the annual training schedule no later than October 1 of each year.

323 7.3 **School or Worksite Closure**

324 In the event that a school or other worksite must be closed as the result of an emergency,
325 epidemic, quarantine, or other condition involving the health or safety of employees or
326 students, the District will notify CSEA as soon as reasonably possible of the closure.
327 Upon request of CSEA, the District will meet promptly with CSEA and will negotiate
328 regarding impacts identified by CSEA of the closure on compensation, sick leave, safety,
329 and any other mandatory subjects of bargaining to the extent required by the Education
330 Employment Relations Act and the provisions of this Negotiated Agreement, including
331 but not limited to Article 2.

332

333

334

335

336

337

338

339

340

341

342

343 **ARTICLE 8: AT-WILL EMPLOYMENT STATUS**

344 As stated in Education Code Section 45103(b)(4), unit members are not part of the classified
345 service. Unit members are at-will employees, and are not covered by classified layoff or
346 discipline provisions of Board policy or State law. Except to the extent prohibited by law, unit
347 members may be terminated at any time with or without cause or notice.

348

349

350

351

352

353

354

355

356

357

358

359

360

361

362

363

364

365 **ARTICLE 9: SICK LEAVE PROVISIONS**

- 366 9.1 Beginning on January 1, 2015, unit members shall earn paid sick leave at a rate of one (1)
367 hour for every thirty (30) hours worked. A unit member may accrue a maximum of
368 forty-eight (48) hours or six (6) days, whichever is greater, of unused paid sick leave
369 hours. Use of accrued sick leave in any fiscal year is subject to the maximum specified in
370 Section 9.2.
- 371 9.2 Unit members may use a maximum of three (3) days or twenty-four (24) hours,
372 whichever is greater, of paid sick leave per fiscal year for any of the following purposes:
- 373 9.2.1 Diagnosis, care, or treatment of an existing health condition of the unit
374 member or his or her family member. For the purposes of paid sick leave,
375 family member includes the unit member's child, parent, spouse, domestic
376 partner, parent-in-law, grandparent, grandchild, or sibling;
- 377 9.2.2 Preventative care for the unit member or the unit member's family member;
- 378 9.2.3 Other purposes authorized by Labor Code Section 246.5 (leave for victims of
379 domestic violence, sexual assault, or stalking).
- 380 9.3 For the purposes of this Article 9, a day is defined as the total number of hours in the unit
381 member's scheduled work day on the day of absence.
- 382 9.4 In order to receive compensation while absent on sick leave, the unit member must notify
383 the supervisor of the absence as soon as reasonably possible. Unless it is impracticable to
384 do so, such notice in all cases must be provided at least one (1) hour before the beginning
385 of the student school day on the first day absent. If the sick leave absence can be
386 anticipated in advance (e.g. scheduled surgery), notice must be provided sooner -- as soon
387 as reasonably possible after the need for the absence is known.
- 388 9.5 The District may require a unit member to furnish a certificate issued by a health care
389 professional of illness, injury, medical condition, or other health-related reason specified
390 in subsections 9.2.1 and 9.2.2 that makes the absence from work necessary. The District
391 may require this certificate without cause if the unit member is absent from work for
392 three (3) consecutive work days. If the sick leave is being used for purposes authorized
393 by subsection 9.2.3, the unit member may be required to certify that the absence was
394 necessary for the purposes specified in Labor Code Section 246.5(a)(2).
- 395 9.6 Unit members shall use sick leave in minimum increments of two (2) hours or the
396 number of hours in the unit member's scheduled workday on the day of absence if the
397 scheduled workday on the day of absence is less than two hours. Sick leave shall be paid
398 out at the unit member's hourly rate of pay for the total number of hours he or she was
399 absent on sick leave.
- 400 9.7 At least one (1) day prior to the unit member's expected return to work, the unit member
401 shall notify the supervisor in order that any substitute employee may be terminated. If

402 the unit member fails to notify the supervisor and both the unit member and the substitute
403 report, the substitute is entitled to the assignment, and the unit member shall not receive
404 pay for that day.

405 9.8 Unit members terminating from District employment shall not receive any compensation
406 for accumulated sick leave. However, as required by Labor Code Section 246(f)(2), if
407 the unit member returns to work for the District within one (1) year of separation, his or
408 her previously accrued but unused paid sick leave hours shall be available for use.

409 9.9 Unit members who have accrued sick leave for service in this bargaining unit may carry
410 over the accrued sick leave (subject to the maximums specified in this article) if they are
411 hired into other District positions outside of the noon-duty bargaining unit.

412

413

414

415

416

417

418

419

420

421

422

423

424

425 **ARTICLE 10: PAYROLL ERROR**

426 10.1 A payroll error caused by the District resulting in insufficient payment to a unit member
427 shall be corrected and a supplemental check issued not later than five (5) working days
428 after the unit member provides notice to the Payroll Department. A payroll error caused
429 by the unit member, resulting in insufficient payment to the unit member, shall be
430 corrected in the next pay period.

431 10.2 In the event a unit member receives an overpayment, the District shall notify CSEA and
432 the unit member, and give the unit member the option to repay the District in the next pay
433 period or on a reasonable repayment schedule established after consultation with CSEA
434 and the unit member.

435

436

437

438

439

440

441

442

443

444

445

446

447

448

449

450

451 **ARTICLE 11: UNIFORMS AND EQUIPMENT**

452 11.1 The District shall pay the full cost of the purchase, lease, or rental of uniforms,
453 equipment, identification badges, emblems, and cards if required by the District to be
454 worn or used by bargaining unit employees. If the District requires a unit member to use
455 any specific equipment or gear in the performance of the unit member's duties, the
456 District agrees to furnish such equipment or gear.

457 11.2 Notwithstanding the above, if a unit member voluntarily provides tools or equipment
458 belonging to the unit member for use in the course of employment, the District is not
459 liable for any loss or damage or the replacement cost of the tools or equipment.

460

461

462

463

464

465

466

467

468

469

470

471

472

473

474

475

476

477 **ARTICLE 12: PROMOTIONAL OPPORTUNITIES**

478 When a qualified unit member applies for a vacant position in the District, the District shall
479 consider the unit member's work history in the noon duty supervisor position. If the District
480 determines that the unit member is qualified and meets the District's needs in filling the position,
481 it shall grant the unit member an interview for the vacant position. The District retains the right
482 to determine the qualifications of candidates, and nothing in this Article requires the District to
483 select or interview any unit member for a vacancy.

484

485

486

487

488

489

490

491

492

493

494

495

496

497

498

499

500

501

502

503

504 **ARTICLE 13: SAFETY**

505 13.1 **Work Site Safety**

506 13.1.1 Every effort shall be made to maintain healthful and safe conditions at all
507 work sites.

508 13.1.2 It shall be the responsibility of unit members to report unsafe, hazardous or
509 unsanitary conditions as soon as possible to their Supervisor. Supervisor will
510 notify the unit member of the action he/she has taken regarding the report
511 within five (5) days.

512

513

514

515

516

517

518

519

520

521

522

523

524

525

526

527

528

529 **ARTICLE 14: PERSONNEL FILES**

530 The personnel file of each unit member shall be maintained in the District Human Resources
531 Department.

532 14.1 Materials in personnel files of unit members that may serve as basis for affecting the
533 status of their employment are to be made available for the inspection of the unit member
534 involved. This material is not to include ratings, reports, or records that: (1) were
535 obtained prior to the employment of the person involved, (2) were prepared by
536 identifiable examination committee members, or (3) were obtained in connection with
537 promotional examination except numerical score obtained as a result of a written
538 examination. A unit member shall have the right to inspect these materials upon request,
539 provided that the request is made at a time when the person is not actually required to
540 render services to the employing district.

541 14.2 Before entering derogatory information in a unit member's personnel file, the District
542 shall provide an opportunity for the unit member to review the derogatory material, while
543 on duty, as scheduled by the Human Resources Department. The on-duty time allowed
544 for this review may not exceed 90-minutes. The unit member shall have the right to
545 attach a comment to the derogatory material, which shall be included in the personnel
546 file.

547

548

549

550

551

552

553

554

555

556

557

558

559 **ARTICLE 15: EFFECT OF AGREEMENT**

560 It is understood and agreed that the specific provisions contained in the Agreement shall prevail
561 over District practices and procedures and over state laws to the extent permitted by state law.

562

563

564

565

566

567

568

569

570

571

572

573

574

575

576

577

578

579

580

581 **ARTICLE 16: SUPPORT OF AGREEMENT**

582 The District and CSEA agree that it is to their mutual benefit to encourage the resolution of
583 differences through the meet and negotiate process. Therefore, it is agreed that the District and
584 CSEA support this Agreement for its term and will not appear before any public bodies to seek
585 changes or improvement in any matter subject to the meet and negotiate process, except by
586 mutual agreement of the District and CSEA.

587

588

589

590

591

592

593

594

595

596

597

598

599

600

601

602

603

604

605

606

607 **ARTICLE 17: TERM, COMPLETION OF NEGOTIATIONS AND**
608 **REOPENERS**

609 17.1 This Agreement shall become effective upon approval by the Governing Board of the
610 District (after ratification by the Association membership), and shall expire on June 30,
611 2016.

612 17.2 Except for the reopeners specified in Section 17.2, during the term of this Agreement,
613 CSEA and the District expressly waive and relinquish the right to meet and negotiate, and
614 agree that the parties shall not be obligated to meet and negotiate with respect to any
615 subject or matter whether or not referred to or covered in this Agreement.

616 17.3 For the 2015-2016 year, the parties agree to reopen Article 07 (Compensation) and up to
617 two additional articles selected by each party.

618 17.4 The District will provide all school and department sites two (2) copies of the negotiated
619 agreement within 60 calendar days of the signing. The Agreement will be made available
620 for bargaining unit members' reference. In addition, the Agreement will be posted on the
621 District's web site.

622

623

624

625

626

627

628

629

630

631

632

633

634

635

636 **ARTICLE 18: SAVINGS PROVISIONS**

637 18.1 If any of this Agreement is held to be contrary to law by a court of competent
638 jurisdiction, such provisions will not be deemed valid and subsisting except to the extent
639 permitted by law, but all other provisions will continue in full force and effect.

640 18.2 Provisions of this Agreement held contrary to the law and not subject to appeal will be
641 opened for renegotiations within (60) days following a request by either party to meet and
642 negotiate.

643

644 This Agreement is a result of good faith meeting and negotiating between CSEA Noon Duty
645 Supervisors Unit and the District, completed on January 28, 2016, and approved by the
646 Berryessa Union School District Board of Trustees on February 23, 2016.

647 **MEMBERS OF THE COLLABORATIVE BARGAINING TEAM**

648 <u>CSEA</u>	<u>DISTRICT</u>
------------------------	------------------------

649 Heidi Perry, Administrative Secretary/Principal	Lakeisha Blackshire, Principal
650 Rhonda Valdez, Noon Duty Supervisor	Eddie Luna, Assistant Principal
651 Elva Abram, Noon Duty Supervisor	Maila Nguyen, Administrative Assistant, H.R.
652 James Trujillo, Labor Relation Rep CSEA	Janet Cory Sommer, Attorney
653	Burke, Williams & Sorensen, LLP
654	
655	

656 Signature for CSEA	Signature for the District
657 _____	_____
658 Debbie Narvaes	Dr. Douglas Staine
659 CSEA President	Asst. Superintendent of Human Resources
660 Date: _____	Date: _____