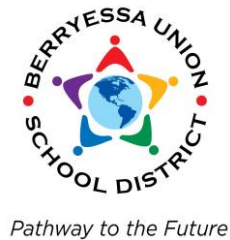


# NEGOTIATED AGREEMENT



BETWEEN



California School Employees Association,  
(Noon Duty Supervisor Unit)

AND

THE GOVERNING BOARD AND  
ADMINISTRATION

OF THE

BERRYESSA UNION SCHOOL DISTRICT

July 1, 2016 - June 30, 2019

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37 **PREAMBLE**

38 This agreement made and entered into this 10<sup>th</sup> day of February, by and between Berryessa  
39 Union School District, hereinafter referred to as the District, and the California School Employee  
40 Association (Noon Duty Supervisor Unit) and its Berryessa Union School District, hereinafter  
41 referred to as “CSEA Noon Duty Supervisor Unit”.

42 **ARTICLE 1: RECOGNITION**

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

48

49 **ARTICLE 2: DISTRICT RIGHTS**

50 2.1 It is understood and agreed that the District retains all of its powers and authority to  
51 direct, manage, and control to the full extent of the law. Included in, but not limited to,  
52 those duties and powers is the exclusive right to: determine its organization; direct the  
53 work of its employees; determine the times and hours of operation; determine the kinds  
54 and levels of services to be provided, and the methods and means of providing them;  
55 establish its educational policies, goals and objectives; ensure the rights and educational  
56 opportunities of students; determine staffing patterns, determine the number and kinds of  
57 personnel required; transfer personnel; maintain the efficiency of District operations;  
58 determine the curriculum; build, move, or modify facilities; establish budget procedures  
59 and determine budgetary allocation; determine the methods of raising revenue; contract  
60 out work; and take action on any matter in the event of an emergency. In addition, the  
61 Board retains the rights to hire, classify, assign, evaluate, promote, and discipline  
62 employees.

63 2.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the  
64 District, the adoption of policies, rules, procedures, regulations and practices the  
65 furtherance thereof, and the use of judgment and discretion in connection therewith, shall  
66 be limited only by the specific and express terms of this Agreement, and then only to the  
67 extent such specific and express terms are in conformance with the law.

68

69 **ARTICLE 3: CSEA RIGHTS**

70 3.1 **CSEA Business**

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

74 3.1.1 An authorized CSEA representative obtains advance authorization from the  
75 Superintendent or designee regarding the specific time, place, and type of  
76 activity to be conducted.

77 3.1.2 The Superintendent or designee can verify that such requested activities and  
78 one of facilities will not interfere with the school programs and/or duties of  
79 unit members as defined.

80 3.1.3 CSEA pays a reasonable fee for expenses related to any usual wear or damage  
81 and it is subject to Civic Center Act and District guidelines for the use of  
82 facilities.

83 3.2 **Posting Information**

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

86 3.2.1 All postings for bulletin boards or items for school mail boxes must contain  
87 the date of posting or distribution and the identification of the organization,  
88 together with a designated authorization by CSEA president or other  
89 authorized person.

90 3.2.2 A copy of such postings or distributions must be delivered to the  
91 Superintendent or designee at the same time as posting or distribution.

92 3.2.3 CSEA will not post or distribute information which is obscene or defamatory  
93 of the District or its personnel, subject to the immediate removal by the  
94 District of the right to post or to distribute for a period of 90 days.

95 3.3 **Dues and Fees**

96 3.3.1 Any unit member who is a member of CSEA and its Berryessa Chapter 364  
97 (noon duty unit), or who has applied for membership, may sign and deliver to  
98 the District an assignment authorizing deduction of unified membership dues,  
99 initiation fees and general assessments in CSEA. Pursuant to such  
100 authorization, the District shall deduct one-tenth (1/10) of such dues from the  
101 regular salary check of the unit member each month for ten (10) months.  
102 Deductions for unit members who sign such authorization after the  
103 commencement of the school year shall be appropriately prorated to complete  
104 payment by the end of the school year.



CSEA  
Noon Duty Supervisor Unit  
Version 3

- 105           3.3.2       Any unit member who is not a member of CSEA and its Berryessa Chapter  
106                           364 (noon duty unit), or who does not make application within thirty (30) days  
107                           of the effective date of this agreement, or within thirty (30) days from the date  
108                           of the commencement of assigned duties within the bargaining unit, shall  
109                           become a member of CSEA or pay to CSEA a service fee in an amount equal  
110                           to membership dues, as determined by CSEA, payable to CSEA in one lump  
111                           sum cash payment in the same manner as required for the payment of member  
112                           dues. However, the unit member may authorize payroll deduction for such  
113                           service fee in the same manner as provided in Section 3.3.1 of this article. In  
114                           the event that a unit member does not pay such a fee directly to CSEA, or  
115                           authorize payment through payroll deduction as provided in Section 3.3.1.  
116                           CSEA shall so inform the District, and the District shall immediately begin  
117                           automatic payroll deduction as provided in Education Code Section 45061 and  
118                           in the same manner as set forth in Section 3.3.1 of this Article. CSEA shall  
119                           pay the additional costs, if any, for mandatory Service Fee deductions.
- 120           3.3.3       Any unit member who is a member of a religious body whose traditional  
121                           tenets or teachings include objections to joining or financially supporting  
122                           employee organizations shall not be required to join or financially support  
123                           CSEA and its Berryessa Chapter 364 (noon duty unit) as a condition of  
124                           employment; except that such unit member shall pay, in lieu of a service fee,  
125                           sums equal to such service fee to one non-religious, non-labor organization, or  
126                           charitable fund, exempt from taxation under section 501(c)(3) of Title 26 of  
127                           the Internal Revenue Code. Such payment of the in-lieu service fee shall be  
128                           made by authorizing the District to deduct one-tenth (1/10) of such in-lieu fee  
129                           from the regular salary check of the unit member each month for ten (10)  
130                           months or by a single lump sum cash payment directly to the non-profit  
131                           organization.
- 132           3.3.4       Proof of payment and a written statement of objection along with verifiable  
133                           evidence of membership in a religious body whose traditional tenets or  
134                           teachings object to joining or financially supporting employee organizations,  
135                           pursuant to Section 3.3.3 above, shall be made to CSEA. Proof of payment  
136                           shall be in the form of receipts, deductions card, and/or canceled checks  
137                           indicating the amount paid, date of payment, and to whom payment in lieu of  
138                           the service fee has been made. Such proof shall be presented on or before  
139                           September thirteenth (13<sup>th</sup>) of each school year.
- 140           3.3.5       Any unit member making payment as set forth in Sections 3.3.3 and 3.3.4  
141                           above, whether for membership dues or agency fee, the District agrees to  
142                           authorize the County to remit such moneys to CSEA.
- 143           3.3.6       CSEA agrees to furnish any information needed by the District to fulfill the  
144                           provisions of this article. In addition, CSEA will comply with all applicable  
145                           laws and PERB regulations regarding service fees and dues deductions.

146 3.3.7 CSEA shall indemnify and hold harmless the District and its Board  
147 individually and collectively, from any legal costs and damages arising from  
148 claims, demands or liability by reason of litigation arising from this article,  
149 provided that this obligation applies to litigation brought by third parties and  
150 not a dispute between CSEA and the District over the interpretation or  
151 application of this article.

152 3.3.8 CSEA shall have the exclusive rights to decide and determine whether any  
153 action or proceeding referred to in this article shall or shall not be  
154 compromised, settled, dismissed or appealed.  
155

156 3.4 **Change of Status**

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

160 3.5 **Release Time**

161 The District will provide CSEA Noon Duty Unit President or designee with up to three  
162 hours per month release time for the purpose of problem solving and other CSEA  
163 business for the Noon Duty Supervisor Unit. The District will provide a substitute as  
164 needed for this release time. CSEA will generally be required to provide at least two (2)  
165 weeks advance notice of the absence for the use of this release time, but may provide  
166 lesser notice when circumstances call for less notice. The advance notice must be  
167 reasonable in light of the circumstances. The release time provided by this Section 3.4 is  
168 in addition to any release time that may be required for negotiations or grievance  
169 processing pursuant to Government Code Section 3543.1 (c). Release time provided  
170 pursuant to this Section 3.4 will be provided only during regular school months and  
171 unused time during any month will not be carried over.

172

173 **ARTICLE 4: EMPLOYEE RIGHTS**

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

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

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

185

186 **ARTICLE 5: CONCERTED ACTIVITIES**

- 187 5.1 It is agreed and understood that there will be no strike, work stoppage, slow-down,  
188 picketing or refusal or failure to fully and faithfully perform job functions and  
189 responsibilities, or other interference with the operations of the District by CSEA or by  
190 its officers, agents, or members during the term of this Agreement, including compliance  
191 with the request of other labor organizations to engage in such activity.
- 192 5.2 CSEA recognizes the duty and obligations of its representatives to comply with the  
193 provisions of the Agreement and to make every effort toward inducing all employees to  
194 do so. In the event of a strike, work stoppage, slow-down or other interference with the  
195 operations of the District by employees who are represented by CSEA, CSEA agrees in  
196 good faith to take all necessary steps to cause those employees to cease such action.
- 197 5.3 It is agreed and understood that any employee violating this Article will be subject to  
198 discipline up to and including termination by the District.
- 199 5.4 It is understood that in the event this Article is violated by CSEA or the District, either  
200 party is entitled to take whatever appropriate legal action is available. This Section is not  
201 grievable under the provisions of Article 6.
- 202 5.5 The District agrees not to lock out bargaining unit employees during the term of this  
203 Agreement.
- 204

205 **ARTICLE 6: GRIEVANCE**

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

210 6.1 **Definitions**

211 6.1.1 **Grievance**: An allegation by unit member(s) or CSEA of a violation of  
212 specific provision(s) of the Contract.

213 6.1.2 **Working Day**: A “working day” is any day on which the central  
214 administrative offices of the Berryessa Union School District are open for  
215 business.

216 6.1.3 **Grievant**: A unit member, unit members, or CSEA.

217 6.2 **Grievance Procedures**

218 6.2.1 A unit member has a right to a CSEA representative at all grievance  
219 conferences, and the District administrator/supervisor involved in the  
220 conference may as another District representative to attend grievance  
221 conferences.

222 6.2.2 No reprisal shall be invoked against any grievant for processing a grievance.

223 6.2.3 Except by mutual agreement, failure by the employer at any level to  
224 communicate a decision within specified time limit shall permit the grievant  
225 to proceed to the next level.

226 6.2.4 Except by mutual agreement, failure by grievant at any level to appeal a  
227 grievance to the next level within the specified time limit shall be considered  
228 acceptance of the grievance at that level. All meetings to process grievance  
229 will be conducted in District facilities.

230 6.2.5 If the Level 3 hearing with the Superintendent is scheduled during the  
231 grievant’s regular working day, the grievant and one CSEA representative will  
232 receive time off from normal duties for the purpose of processing the  
233 grievance.

234 6.2.6 The grievant must be present at each level of the grievance process.

235 6.2.7 In the event a grievance is filed by a unit member without the assistance of  
236 CSEA, the District shall send a copy of the grievance and its resolution to  
237 CSEA. Within ten (10) days of receipt, CSEA may submit a written response,  
238 which shall be filed with the grievance and resolution in a grievance file.

- 239 6.2.8 Group Grievance: If the same grievance involves unit members at different  
240 work sites or departments, the grievance shall be filed at Level 2.
- 241 6.3 **Level 1 – Immediate Supervisor**
- 242 6.3.1 Within ten (10) working days after the grievant knew, or reasonably should  
243 have known of the condition upon which the grievance is based, the grievant  
244 may present the grievance in writing, on a form to be provided by the District,  
245 to the administrator with immediate administrative responsibilities for the  
246 position to which the grievant is assigned.
- 247 6.3.2 The statement of grievance shall be a clear, concise statement of the  
248 circumstances on which the grievance is based, the persons involved, and the  
249 remedy sought.
- 250 6.3.3 Either party to the grievance shall have the right to a conference with the other  
251 party.
- 252 6.3.4 The immediate supervisor shall communicate the decision to the grievant and  
253 CSEA in writing within ten (10) working days after receiving the grievance.
- 254 6.4 **Level 2 – Human Resources Administrator**
- 255 6.4.1 A grievant may appeal, in writing, the decision from Level 1 to the Assistant  
256 Superintendent of Human Resources within ten (10) working days after  
257 receiving it.
- 258 6.4.2 This statement shall be a clear, concise statement and shall include: the  
259 circumstances on which the grievance is based; the persons involved and the  
260 remedy sought; an outline of actions taken to adjust the complaint; and the  
261 reasons for the appeal from the decision.
- 262 6.4.3 The Assistant Superintendent of Human Resources shall confer with the  
263 grievant and communicate the decision to the grievant in writing, within ten  
264 (10) working days of the appeal date.
- 265 6.5 **Level 3 - Superintendent**
- 266 6.5.1 The grievant may appeal the decision from Level 2 to the Superintendent  
267 within ten (10) working days after receiving it. The appeal shall be submitted  
268 to the Assistant Superintendent of Human Resources who shall forward the  
269 grievance to the Superintendent.
- 270 6.5.2 A conference shall be held and the Superintendent shall communicate the  
271 decision to the grievant within ten (10) working days of the appeal. The  
272 Superintendent’s decision on the grievance shall be final and binding.
- 273

274 **ARTICLE 7: COMPENSATION**

275 7.1 **Salary**

276 **2015-2016 Salary**

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

279 **2016-2017 Salary**

280 Effective July 1, 2016, unit members shall be paid an hourly rate of \$13.50 per hour.

281 **2017-2018 Salary**

282 Effective July 1, 2017, unit members shall be paid an hourly rate of \$14.25 per hour.

283 **2018-2019 Salary**

284 Effective July 1, 2018, unit members shall be paid an hourly rate of \$14.50 per hour.

285 7.2 **First Aid and CPR Certification Stipend**

286 The District will provide a stipend to encourage unit members to achieve First Aid and  
287 CPR training and certification appropriate for school age children. Unit members who  
288 submit appropriate proof on or before September 30 that they have completed Child First  
289 Aid and CPR training and received certification shall receive a one-time \$60 stipend for  
290 the period of the certification. Additional stipends shall be available for renewal periods.  
291 Unit members shall be responsible for independently obtaining the training, and the  
292 training & certification program must be approved by the District. If the required proof  
293 of training and certification is submitted after the September 30 deadline in any school  
294 year, the stipend shall be paid in the following school year.

295 7.3 **Training**

296 Based on program needs, the District will determine any appropriate training that will be  
297 required of, or offered to, unit members. The District shall provide all unit members with  
298 the opportunity to receive emergency preparedness training. The District will consult  
299 with CSEA before making final decisions regarding any required or offered training, and  
300 will provide CSEA with the annual training schedule no later than October 1 of each  
301 year.

302 7.4 **School or Worksite Closure**

303 In the event that a school or other worksite must be closed as the result of an emergency,  
304 epidemic, quarantine, or other condition involving the health or safety of employees or  
305 students, the District will notify CSEA as soon as reasonably possible of the closure.  
306 Upon request of CSEA, the District will meet promptly with CSEA and will negotiate

307 regarding impacts identified by CSEA of the closure on compensation, sick leave, safety,  
308 and any other mandatory subjects of bargaining to the extent required by the Education  
309 Employment Relations Act and the provisions of this Negotiated Agreement, including  
310 but not limited to Article 2.

311



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

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

317

318 **ARTICLE 9: SICK LEAVE PROVISIONS**

- 319 9.1 Beginning on January 1, 2015, unit members shall earn paid sick leave at a rate of one (1)  
320 hour for every thirty (30) hours worked. A unit member may accrue a maximum of  
321 forty-eight (48) hours or six (6) days, whichever is greater, of unused paid sick leave  
322 hours. Use of accrued sick leave in any fiscal year is subject to the maximum specified in  
323 Section 9.2.
- 324 9.2 Unit members may use a maximum of three (3) days or twenty-four (24) hours,  
325 whichever is greater, of paid sick leave per fiscal year for any of the following purposes:
- 326 9.2.1 Diagnosis, care, or treatment of an existing health condition of the unit  
327 member or his or her family member. For the purposes of paid sick leave,  
328 family member includes the unit member's child, parent, spouse, domestic  
329 partner, parent-in-law, grandparent, grandchild, or sibling;
- 330 9.2.2 Preventative care for the unit member or the unit member's family member;
- 331 9.2.3 Other purposes authorized by Labor Code Section 246.5 (leave for victims of  
332 domestic violence, sexual assault, or stalking).
- 333 9.3 For the purposes of this Article 9, a day is defined as the total number of hours in the unit  
334 member's scheduled work day on the day of absence.
- 335 9.4 In order to receive compensation while absent on sick leave, the unit member must notify  
336 the supervisor of the absence as soon as reasonably possible. Unless it is impracticable to  
337 do so, such notice in all cases must be provided at least one (1) hour before the beginning  
338 of the student school day on the first day absent. If the sick leave absence can be  
339 anticipated in advance (e.g. scheduled surgery), notice must be provided sooner -- as soon  
340 as reasonably possible after the need for the absence is known.
- 341 9.5 The District may require a unit member to furnish a certificate issued by a health care  
342 professional of illness, injury, medical condition, or other health-related reason specified  
343 in subsections 9.2.1 and 9.2.2 that makes the absence from work necessary. The District  
344 may require this certificate without cause if the unit member is absent from work for  
345 three (3) consecutive work days. If the sick leave is being used for purposes authorized  
346 by subsection 9.2.3, the unit member may be required to certify that the absence was  
347 necessary for the purposes specified in Labor Code Section 246.5(a)(2).
- 348 9.6 Unit members shall use sick leave in minimum increments of two (2) hours or the  
349 number of hours in the unit member's scheduled workday on the day of absence if the  
350 scheduled workday on the day of absence is less than two hours. Sick leave shall be paid  
351 out at the unit member's hourly rate of pay for the total number of hours he or she was  
352 absent on sick leave.
- 353 9.7 At least one (1) day prior to the unit member's expected return to work, the unit member  
354 shall notify the supervisor in order that any substitute employee may be terminated. If

355 the unit member fails to notify the supervisor and both the unit member and the substitute  
356 report, the substitute is entitled to the assignment, and the unit member shall not receive  
357 pay for that day.

358 9.8 Unit members terminating from District employment shall not receive any compensation  
359 for accumulated sick leave. However, as required by Labor Code Section 246(f)(2), if  
360 the unit member returns to work for the District within one (1) year of separation, his or  
361 her previously accrued but unused paid sick leave hours shall be available for use.

362 9.9 Unit members who have accrued sick leave for service in this bargaining unit may carry  
363 over the accrued sick leave (subject to the maximums specified in this article) if they are  
364 hired into other District positions outside of the noon-duty bargaining unit.

365

366 **ARTICLE 10: PAYROLL ERROR**

367 10.1 A payroll error caused by the District resulting in insufficient payment to a unit member  
368 shall be corrected and a supplemental check issued not later than five (5) working days  
369 after the unit member provides notice to the Payroll Department. A payroll error caused  
370 by the unit member, resulting in insufficient payment to the unit member, shall be  
371 corrected in the next pay period.

372 10.2 In the event a unit member receives an overpayment, the District shall notify CSEA and  
373 the unit member, and give the unit member the option to repay the District in the next pay  
374 period or on a reasonable repayment schedule established after consultation with CSEA  
375 and the unit member.

376

377 **ARTICLE 11: UNIFORMS AND EQUIPMENT**

378 11.1 The District shall pay the full cost of the purchase, lease, or rental of uniforms,  
379 equipment, identification badges, emblems, and cards if required by the District to be  
380 worn or used by bargaining unit employees. If the District requires a unit member to use  
381 any specific equipment or gear in the performance of the unit member's duties, the  
382 District agrees to furnish such equipment or gear.

383 11.2 Notwithstanding the above, if a unit member voluntarily provides tools or equipment  
384 belonging to the unit member for use in the course of employment, the District is not  
385 liable for any loss or damage or the replacement cost of the tools or equipment.

386

387 **ARTICLE 12: PROMOTIONAL OPPORTUNITIES**

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

394

395 **ARTICLE 13: SAFETY**

396 13.1 **Work Site Safety**

397 13.1.1 Every effort shall be made to maintain healthful and safe conditions at all  
398 work sites.

399 13.1.2 It shall be the responsibility of unit members to report unsafe, hazardous or  
400 unsanitary conditions as soon as possible to their Supervisor. Supervisor will  
401 notify the unit member of the action he/she has taken regarding the report  
402 within five (5) days.

403

404 **ARTICLE 14: PERSONNEL FILES**

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

407 14.1 Materials in personnel files of unit members that may serve as basis for affecting the  
408 status of their employment are to be made available for the inspection of the unit member  
409 involved. This material is not to include ratings, reports, or records that: (1) were  
410 obtained prior to the employment of the person involved, (2) were prepared by  
411 identifiable examination committee members, or (3) were obtained in connection with  
412 promotional examination except numerical score obtained as a result of a written  
413 examination. A unit member shall have the right to inspect these materials upon request,  
414 provided that the request is made at a time when the person is not actually required to  
415 render services to the employing district.

416 14.2 Before entering derogatory information in a unit member's personnel file, the District  
417 shall provide an opportunity for the unit member to review the derogatory material, while  
418 on duty, as scheduled by the Human Resources Department. The on-duty time allowed  
419 for this review may not exceed 90-minutes. The unit member shall have the right to  
420 attach a comment to the derogatory material, which shall be included in the personnel  
421 file.

422



423 **ARTICLE 15: EFFECT OF AGREEMENT**

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

426

427 **ARTICLE 16: SUPPORT OF AGREEMENT**

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

433

434 **ARTICLE 17: TERM, COMPLETION OF NEGOTIATIONS AND**  
435 **REOPENERS**

436 17.1 This Agreement shall become effective upon approval by the Governing Board of the  
437 District (after ratification by the Chapter membership), and shall expire on June 30, 2019.

438 17.2 During the term of this Agreement, CSEA and the District expressly waive and relinquish  
439 the right to meet and negotiate, and agree that the parties shall not be obligated to meet  
440 and negotiate with respect to any subject or matter whether or not referred to or covered  
441 in this Agreement.

442 17.3 During the term of this Agreement, the parties will work collaboratively to address issues  
443 and concerns on labor/management matters, and may agree to reopen negotiations as  
444 mutually deemed appropriate.

445 17.4 The District will provide all school and department sites two (2) copies of the negotiated  
446 agreement within 60 calendar days of the signing. The Agreement will be made available  
447 for bargaining unit members' reference. In addition, the Agreement will be posted on the  
448 District's web site.

449

450 **ARTICLE 18: SAVINGS PROVISIONS**

451 18.1 If any of this Agreement is held to be contrary to law by a court of competent  
452 jurisdiction, such provisions will not be deemed valid and subsisting except to the extent  
453 permitted by law, but all other provisions will continue in full force and effect.

454 18.2 Provisions of this Agreement held contrary to the law and not subject to appeal will be  
455 opened for renegotiations within (60) days following a request by either party to meet and  
456 negotiate.

457

458 This Agreement is a result of good faith meeting and negotiating between CSEA Noon Duty  
459 Supervisors Unit and the District, completed on October 13, 2016, and approved by the  
460 Berryessa Union School District Board of Trustees on November 15, 2016.

461 **MEMBERS OF THE COLLABORATIVE BARGAINING TEAM**

462 **CSEA**

**DISTRICT**

463 Debbie Narvaes, CSEA President	Dr. Douglas Staine, Asst. Supt. of Human Resources
464 Heidi Perry, Administrative Secretary/Principal	Mya Duong, Principal
465 Rhonda Valdez, Noon Duty Supervisor	Gokcen Ceran, Assistant Principal
466	Maila Nguyen, Administrative Assistant, H.R.
467 Daniel Corum, Labor Relation Rep CSEA	Janet Cory Sommer, Attorney
468	Burke, Williams & Sorensen, LLP

469

470

471 **Signature for CSEA**

**Signature for the District**

472

473 \_\_\_\_\_  
474 Debbie Narvaes  
475 CSEA President

\_\_\_\_\_

Dr. Douglas Staine  
Asst. Supt. of Human Resources

475 Date: \_\_\_\_\_

Date: \_\_\_\_\_