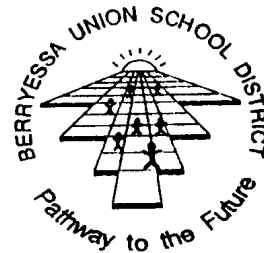


NEGOTIATED AGREEMENT



BETWEEN



California School Employees Association,
(Noon Duty Supervisor Unit)

AND

THE GOVERNING BOARD AND
ADMINISTRATION

OF THE

BERRYESSA UNION SCHOOL DISTRICT

February 10, 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.....	7
9	ARTICLE 5: CONCERTED ACTIVITIES.....	8
10	ARTICLE 6: GRIEVANCE.....	9
11	6.1 Definitions.....	9
12	6.2 Grievance Procedures.....	9
13	6.3 Level 1 – Immediate Supervisor	10
14	6.4 Level 2 – Human Resources Administrator	10
15	6.5 Level 3 - Superintendent	10
16	ARTICLE 7: COMPENSATION.....	11
17	7.1 2014-2015 Salary	11
18	7.2 Training	11
19	7.3 School or Worksite Closure	11
20	ARTICLE 8: AT-WILL EMPLOYMENT STATUS.....	12
21	ARTICLE 9: SICK LEAVE PROVISIONS.....	13
22	ARTICLE 10: PAYROLL ERROR	15

23	ARTICLE 11: UNIFORMS AND EQUIPMENT.....	16
24	ARTICLE 12: PROMOTIONAL OPPORTUNITIES.....	17
25	ARTICLE 13: SAFETY.....	18
26	13.1 Work Site Safety.....	18
27	ARTICLE 14: PERSONNEL FILES.....	19
28	ARTICLE 15: EFFECT OF AGREEMENT.....	20
29	ARTICLE 16: SUPPORT OF AGREEMENT.....	21
30	ARTICLE 17: TERM, COMPLETION OF NEGOTIATIONS AND REOPENERS.....	22
31	ARTICLE 18: SAVINGS PROVISIONS.....	23
32		

33 **PREAMBLE**

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

38

39

40

41

42

43

44

45

46

47

48

49

50

51

52

53

54

55

56 **ARTICLE 1: RECOGNITION**

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

62

63

64

65

66

67

68

69

70

71

72

73

74

75

76

77

78

79

80

81

82 **ARTICLE 2: DISTRICT RIGHTS**

83 2.1 It is understood and agreed that the District retains all of its powers and authority to
84 direct, manage, and control to the full extent of the law. Included in, but not limited to,
85 those duties and powers is the exclusive right to: determine its organization; direct the
86 work of its employees; determine the times and hours of operation; determine the kinds
87 and levels of services to be provided, and the methods and means of providing them;
88 establish its educational policies, goals and objectives; ensure the rights and educational
89 opportunities of students; determine staffing patterns, determine the number and kinds of
90 personnel required; transfer personnel; maintain the efficiency of District operations;
91 determine the curriculum; build, move, or modify facilities; establish budget procedures
92 and determine budgetary allocation; determine the methods of raising revenue; contract
93 out work; and take action on any matter in the event of an emergency. In addition, the
94 Board retains the rights to hire, classify, assign, evaluate, promote, and discipline
95 employees.

96 2.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the
97 District, the adoption of policies, rules, procedures, regulations and practices the
98 furtherance thereof, and the use of judgment and discretion in connection therewith, shall
99 be limited only by the specific and express terms of this Agreement, and then only to the
100 extent such specific and express terms are in conformance with the law.

101

102

103

104

105

106

107

108

109

110

111

112 **ARTICLE 3: CSEA RIGHTS**

113 3.1 **CSEA Business**

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

117 3.1.1 An authorized CSEA representative obtains advance authorization from the
118 Superintendent or designee regarding the specific time, place, and type of
119 activity to be conducted.

120 3.1.2 The Superintendent or designee can verify that such requested activities and
121 one of facilities will not interfere with the school programs and/or duties of
122 unit members as defined.

123 3.1.3 CSEA pays a reasonable fee for expenses related to any usual wear or damage
124 and it is subject to Civic Center Act and District guidelines for the use of
125 facilities.

126 3.2 **Posting Information**

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

129 3.2.1 All postings for bulletin boards or items for school mail boxes must contain
130 the date of posting or distribution and the identification of the organization,
131 together with a designated authorization by CSEA president or other
132 authorized person.

133 3.2.2 A copy of such postings or distributions must be delivered to the
134 Superintendent or designee at the same time as posting or distribution.

135 3.2.3 CSEA will not post or distribute information which is obscene or defamatory
136 of the District or its personnel, subject to the immediate removal by the
137 District of the right to post or to distribute for a period of 90 days.

138 3.3 **Change of Status**

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

142

143

144 **ARTICLE 4: EMPLOYEE RIGHTS**

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

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

154

155

156

157

158

159

160

161

162

163

164

165

166

167

168

169

170

171

172 **ARTICLE 5: CONCERTED ACTIVITIES**

173 5.1 It is agreed and understood that there will be no strike, work stoppage, slow-down,
174 picketing or refusal or failure to fully and faithfully perform job functions and
175 responsibilities, or other interference with the operations of the District by CSEA or by
176 its officers, agents, or members during the term of this Agreement, including compliance
177 with the request of other labor organizations to engage in such activity.

178 5.2 CSEA recognizes the duty and obligations of its representatives to comply with the
179 provisions of the Agreement and to make every effort toward inducing all employees to
180 do so. In the event of a strike, work stoppage, slow-down or other interference with the
181 operations of the District by employees who are represented by CSEA, CSEA agrees in
182 good faith to take all necessary steps to cause those employees to cease such action.

183 5.3 It is agreed and understood that any employee violating this Article will be subject to
184 discipline up to and including termination by the District.

185 5.4 It is understood that in the event this Article is violated by CSEA or the District, either
186 party is entitled to take whatever appropriate legal action is available. This Section is not
187 grievable under the provisions of Article 6.

188 5.5 The District agrees not to lock out bargaining unit employees during the term of this
189 Agreement.

190

191

192

193

194

195

196

197

198

199

200

201

202 **ARTICLE 6: GRIEVANCE**

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

207 6.1 **Definitions**

208 6.1.1 **Grievance**: An allegation by unit member(s) or CSEA of a violation of
209 specific provision(s) of the Contract.

210 6.1.2 **Working Day**: A “working day” is any day on which the central
211 administrative offices of the Berryessa Union School District are open for
212 business.

213 6.1.3 **Grievant**: A unit member, unit members, or CSEA.

214 6.2 **Grievance Procedures**

215 6.2.1 A unit member has a right to a CSEA representative at all grievance
216 conferences, and the District administrator/supervisor involved in the
217 conference may as another District representative to attend grievance
218 conferences.

219 6.2.2 No reprisal shall be invoked against any grievant for processing a grievance.

220 6.2.3 Except by mutual agreement, failure by the employer at any level to
221 communicate a decision within specified time limit shall permit the grievant
222 to proceed to the next level.

223 6.2.4 Except by mutual agreement, failure by grievant at any level to appeal a
224 grievance to the next level within the specified time limit shall be considered
225 acceptance of the grievance at that level. All meetings to process grievance
226 will be conducted in District facilities.

227 6.2.5 If the Level 3 hearing with the Superintendent is scheduled during the
228 grievant’s regular working day, the grievant and one CSEA representative will
229 receive time off from normal duties for the purpose of processing the
230 grievance.

231 6.2.6 The grievant must be present at each level of the grievance process.

232 6.2.7 In the event a grievance is filed by a unit member without the assistance of
233 CSEA, the District shall send a copy of the grievance and its resolution to
234 CSEA. Within ten (10) days of receipt, CSEA may submit a written response,
235 which shall be filed with the grievance and resolution in a grievance file.

- 236 6.2.8 Group Grievance: If the same grievance involves unit members at different
237 work sites or departments, the grievance shall be filed at Level 2.
- 238 6.3 **Level 1 – Immediate Supervisor**
- 239 6.3.1 Within ten (10) working days after the grievant knew, or reasonably should
240 have known of the condition upon which the grievance is based, the grievant
241 may present the grievance in writing, on a form to be provided by the District,
242 to the administrator with immediate administrative responsibilities for the
243 position to which the grievant is assigned.
- 244 6.3.2 The statement of grievance shall be a clear, concise statement of the
245 circumstances on which the grievance is based, the persons involved, and the
246 remedy sought.
- 247 6.3.3 Either party to the grievance shall have the right to a conference with the other
248 party.
- 249 6.3.4 The immediate supervisor shall communicate the decision to the grievant and
250 CSEA in writing within ten (10) working days after receiving the grievance.
- 251 6.4 **Level 2 – Human Resources Administrator**
- 252 6.4.1 A grievant may appeal, in writing, the decision from Level 1 to the Assistant
253 Superintendent of Human Resources within ten (10) working days after
254 receiving it.
- 255 6.4.2 This statement shall be a clear, concise statement and shall include: the
256 circumstances on which the grievance is based; the persons involved and the
257 remedy sought; an outline of actions taken to adjust the complaint; and the
258 reasons for the appeal from the decision.
- 259 6.4.3 The Assistant Superintendent of Human Resources shall confer with the
260 grievant and communicate the decision to the grievant in writing, within ten
261 (10) working days of the appeal date.
- 262 6.5 **Level 3 - Superintendent**
- 263 6.5.1 The grievant may appeal the decision from Level 2 to the Superintendent
264 within ten (10) working days after receiving it. The appeal shall be submitted
265 to the Assistant Superintendent of Human Resources who shall forward the
266 grievance to the Superintendent.
- 267 6.5.2 A conference shall be held and the Superintendent shall communicate the
268 decision to the grievant within ten (10) working days of the appeal. The
269 Superintendent’s decision on the grievance shall be final and binding.
- 270

271 **ARTICLE 7: COMPENSATION**

272 7.1 **2014-2015 Salary**

273 Effective on the first day of the 2014-2015 school year, unit members shall be paid an
274 hourly rate of \$11.50 per hour.

275 7.2 **Training**

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

280 7.3 **School or Worksite Closure**

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

289

290

291

292

293

294

295

296

297

298

299

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

301 As stated in Education Code Section 45103(b)(4), unit members are not part of the classified
302 service. Unit members are at-will employees, and are not covered by classified layoff or
303 discipline provisions of Board policy or State law. Except to the extent prohibited by law, unit
304 members may be terminated at any time with or without cause or notice. The parties
305 acknowledge that this Article reflects unit members' current employment status, and is subject to
306 change in future negotiations after the expiration of this Agreement on June 30, 2016, or in
307 reopens pursuant to Article 17.

308

309

310

311

312

313

314

315

316

317

318

319

320

321

322

323 **ARTICLE 9: SICK LEAVE PROVISIONS**

324 9.1 Beginning on January 1, 2015, unit members shall earn paid sick leave at a rate of one (1)
325 hour for every thirty (30) hours worked. A unit member may accrue a maximum of
326 forty-eight (48) hours of unused paid sick leave hours. Use of accrued sick leave in any
327 fiscal year is subject to the maximum specified in Section 9.2.

328 9.2 Unit members may use a maximum of three (3) days of paid sick leave per fiscal year for
329 any of the following purposes:

330 9.2.1 Diagnosis, care, or treatment of an existing health condition of the unit
331 member or his or her family member. For the purposes of paid sick leave,
332 family member includes the unit member's child, parent, spouse, domestic
333 partner, parent-in-law, grandparent, grandchild, or sibling;

334 9.2.2 Preventative care for the unit member or the unit member's family member;

335 9.2.3 Other purposes authorized by Labor Code Section 246.5 (leave for victims of
336 domestic violence, sexual assault, or stalking).

337 9.3 For the purposes of this Article 9, a day is defined as the total number of hours in the unit
338 member's scheduled work day on the day of absence.

339 9.4 In order to receive compensation while absent on sick leave, the unit member must notify
340 the supervisor of the absence as soon as reasonably possible. Unless exceptional
341 circumstances apply, such notice in all cases must be provided at least one (1) hour
342 before the beginning of the student school day on the first day absent. If the sick leave
343 absence can be anticipated in advance (e.g. scheduled surgery), notice must be provided
344 sooner -- as soon as reasonably possible after the need for the absence is known.

345 9.5 The District may require a unit member to furnish a certificate issued by a health care
346 professional of illness, injury, medical condition, or other health-related reason specified
347 in subsections 9.2.1 and 9.2.2 that makes the absence from work necessary. The District
348 may require this certificate without cause if the unit member is absent from work for
349 three (3) consecutive work days. If the sick leave is being used for purposes authorized
350 by subsection 9.2.3, the unit member may be required to certify that the absence was
351 necessary for the purposes specified in Labor Code Section 246.5(a)(2).

352 9.6 Unit members shall have sick leave deducted in minimum increments of two (2) hours or
353 the number of hours in the unit member's scheduled workday on the day of absence,
354 whichever is less. Sick leave shall be paid out at the unit member's hourly rate of pay
355 for the total number of hours he or she was absent on sick leave.

356 9.7 At least one (1) day prior to the unit member's expected return to work, the unit member
357 shall notify the supervisor in order that any substitute employee may be terminated. If
358 the unit member fails to notify the supervisor and both the unit member and the substitute

359 report, the substitute is entitled to the assignment, and the unit member shall not receive
360 pay for that day.

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

365 9.9 Unit members who have accrued sick leave for service in this bargaining unit may carry
366 over the accrued sick leave (subject to the maximums specified in this article) if they are
367 hired into other District positions outside of the noon-duty bargaining unit.

368

369

370

371

372

373

374

375

376

377

378

379 **ARTICLE 10: PAYROLL ERROR**

380 10.1 A payroll error caused by the District resulting in insufficient payment to a unit member
381 shall be corrected and a supplemental check issued not later than five (5) working days
382 after the unit member provides notice to the Payroll Department. A payroll error caused
383 by the unit member, resulting in insufficient payment to the unit member, shall be
384 corrected in the next pay period.

385 10.2 In the event a unit member receives an overpayment, the District shall notify CSEA and
386 the unit member, and give the unit member the option to repay the District in the next pay
387 period or on a reasonable repayment schedule established after consultation with CSEA
388 and the unit member.

389

390

391

392

393

394

395

396

397

398

399

400

401

402

403

404

405

406 **ARTICLE 11: UNIFORMS AND EQUIPMENT**

407 11.1 The District shall pay the full cost of the purchase, lease, or rental of uniforms,
408 equipment, identification badges, emblems, and cards if required by the District to be
409 worn or used by bargaining unit employees. If the District requires a unit member to use
410 any specific equipment or gear in the performance of the unit member's duties, the
411 District agrees to furnish such equipment or gear.

412 11.2 Notwithstanding the above, if a unit member voluntarily provides tools or equipment
413 belonging to the unit member for use in the course of employment, the District is not
414 liable for any loss or damage or the replacement cost of the tools or equipment.

415

416

417

418

419

420

421

422

423

424

425

426

427

428

429

430

431

432 **ARTICLE 12: PROMOTIONAL OPPORTUNITIES**

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

439

440

441

442

443

444

445

446

447

448

449

450

451

452

453

454

455

456

457

458 **ARTICLE 13: SAFETY**

459 13.1 **Work Site Safety**

460 13.1.1 Every effort shall be made to maintain healthful and safe conditions at all
461 work sites.

462 13.1.2 It shall be the responsibility of unit members to report unsafe, hazardous or
463 unsanitary conditions as soon as possible to their Supervisor. Supervisor will
464 notify the unit member of the action he/she has taken regarding the report
465 within five (5) days.

466

467

468

469

470

471

472

473

474

475

476

477

478

479

480

481

482

483 **ARTICLE 14: PERSONNEL FILES**

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

486 14.1 Materials in personnel files of unit members that may serve as basis for affecting the
487 status of their employment are to be made available for the inspection of the unit member
488 involved. This material is not to include ratings, reports, or records that: (1) were
489 obtained prior to the employment of the person involved, (2) were prepared by
490 identifiable examination committee members, or (3) were obtained in connection with
491 promotional examination except numerical score obtained as a result of a written
492 examination. A unit member shall have the right to inspect these materials upon request,
493 provided that the request is made at a time when the person is not actually required to
494 render services to the employing district.

495 14.2 Before entering derogatory information in a unit member's personnel file, the District
496 shall provide an opportunity for the unit member to review the derogatory material, while
497 on duty, as scheduled by the Human Resources Department. The on-duty time allowed
498 for this review may not exceed 90-minutes. The unit member shall have the right to
499 attach a comment to the derogatory material, which shall be included in the personnel
500 file.

501

502

503

504

505

506

507

508

509

510

511

512

513 **ARTICLE 15: EFFECT OF AGREEMENT**

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

516

517

518

519

520

521

522

523

524

525

526

527

528

529

530

531

532

533

534

535

536

537 **ARTICLE 16: SUPPORT OF AGREEMENT**

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

543

544

545

546

547

548

549

550

551

552

553

554

555

556

557

558

559

560

561

562

563 **ARTICLE 17: TERM, COMPLETION OF NEGOTIATIONS AND**
564 **REOPENERS**

565 17.1 This Agreement shall become effective upon approval by the Governing Board of the
566 District (after ratification by the Association membership), and shall expire on June 30,
567 2016.

568 17.2 Except for the reopeners specified in Section 17.2, during the term of this Agreement,
569 CSEA and the District expressly waive and relinquish the right to meet and negotiate, and
570 agree that the parties shall not be obligated to meet and negotiate with respect to any
571 subject or matter whether or not referred to or covered in this Agreement.

572 17.3 For the 2015-2016 year, the parties agree to reopen Article 07 (Compensation) and up to
573 two additional articles selected by each party.

574 17.4 The District will provide all school and department sites two (2) copies of the negotiated
575 agreement within 60 calendar days of the signing. The Agreement will be made available
576 for bargaining unit members' reference. In addition, the Agreement will be posted on the
577 District's web site.

578

579

580

581

582

583

584

585

586

587

588

589

590

591

