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1. AGREEMENT

This Agreement, between the Board of Education of the Berkeley Unified School District (hereinafter referred to as the "Board"), and the Union of Berkeley Administrators, AFSA, Local 81, AFL-CIO (hereinafter referred to as "UBA"), shall become effective July 1, 2008 and shall continue until June 30, 2011.

2. RECOGNITION

2.1 Exclusive Bargaining Unit

The Board of Education of the Berkeley Unified School District (hereinafter BUSD) recognizes the Union of Berkeley Administrators (hereinafter UBA), as the exclusive bargaining representatives of a bargaining unit of certificated supervisory employees. The unit represented by UBA shall include all positions designated as principals, vice-principals, deans, program supervisors, coordinators, department chairpersons, manager of student services, and student activities coordinators.

2.2 Definition

Supervisory Employee means an employee, regardless of job description, having authority in the interest of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or to adjust their grievances, or effectively recommend such action if, in connection with the foregoing functions, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

2.3 New Positions

Any position created during the lifetime of this Contract that complies with the description in Section 2.2 may be included in the unit by decision of the Public Employment Relations Board or by mutual agreement of the parties. If it is determined that the position belongs in the UBA unit, the salary, calendar and other conditions of employment for such added positions shall be set by BUSD-UBA negotiations and made a part of this contract.

3. RIGHTS AND RESPONSIBILITIES

3.1 UBA member Responsibilities

The BUSD and UBA agree that each member of the unit has a professional right and obligation:

- 3.1.1 To carry out administrative responsibilities which accompany the administrative position. Although it is expected that the administrator shall expend whatever time is necessary to carry out the duties, the 'normal' work day will consist of eight (8) hours;
- 3.1.2 To carry out BUSD policies and regulations, state laws and regulations and the directives of the Superintendent of Schools and his/her line of officers;
- 3.1.3 To provide effective supervisory leadership to the extent that is possible within the established line of duties that have been developed under the applicable job description;
- 3.1.4 Under the terms and conditions of the District's insurance policy, members of the unit will be provided liability protection.

3.2 Provisions Contrary to Law

If any provisions to this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions shall be reopened at the request of either party. Negotiations will begin within ten (10) school days after a request to begin is made by either party. All other provisions shall continue in full force and effect.

If federal, state or local legislature approves any law after the ratification of the Agreement which has or will have in the immediate future an adverse impact on finances of the District, either party may reopen negotiations on specific provisions of the Agreement which are deemed to be affected by such legislation. Negotiations will begin within ten (10) days after a request to begin is made by either party.

3.3 Enroll Children

The children of Berkeley Supervisors who do not reside in Berkeley shall be admitted to Berkeley schools, subject to the granting of a permit by the district of residence. Further, should a supervisor request that his/her child be permitted to enroll at the school to which he/she is assigned, the District will make every effort to enroll the child at the site in the Spring when students are normally assigned.

4. TRANSFER AND REASSIGNMENT

4.1 Reasons for Transfer

Voluntary and involuntary transfers and reassignments may arise for a number of reasons. Personal wishes, affirmative action, career objectives of the individual involved, length of service in present assignment, experience and competency of the individual to fulfill the requirements of the position may be considered.

Administrators who are displaced for other than performance evaluation (i.e. budget cuts, school restructure, etc.) will be guaranteed a job interview for any equivalent or lower positions which may become vacant.

4.2 Definition

A transfer is movement within a position designation from one location to another. A reassignment is a movement from one position designation to another.

4.3 Administrative Assignment

- 4.3.1 All administrative vacancies will be posted for at least ten (10) days of application. The posting will contain job descriptions and qualifications. Interviews will be held as positions become vacant and qualifications and interviews held as positions become available. At the time an administrative vacancy is initially posted, a copy of the announcement will be sent by school mail to each UBA employee. Administrative vacancies posted during the summer recess will be timely sent by U.S. mail to each UBA employee's address of record.
- 4.3.2 Acting appointments to administrative positions will not be continued for more than one year.
- 4.3.3 Members of the supervisory unit who wish to receive consideration for a transfer or reassignment to another assignment for the following school year shall submit their requests to the Superintendent no later than March 1, or, in the case of vacancies during the school year, shall submit their requests within the time limits posted. The requests may include, in order of preference, the assignment (s) desired.
- 4.3.4 Prior to any involuntary transfer or reassignment of a UBA unit member, the Superintendent shall confer with the individual. At the request of the individual, the Superintendent shall submit his/her reasons in writing.
- 4.3.5 Upon written request, any member of the bargaining unit who has applied for but has not been granted a change in assignment or transfer, shall be given an explanation within ten (10) days of the request either through conference, or in writing by the Superintendent or his/her designee.
- 4.3.6 When a member of the unit is no longer required in a supervisory position because of a reduction in work force, the employee shall be entitled to be transferred to the teaching staff with credit for seniority earned while serving as a supervisory employee

4.3.7 Any member of the unit who has met the qualifications and who applies for a posted BUSD supervisory position shall be granted an interview with the Superintendent or the Superintendent's designee.

5. LEAVES

5.1 Unpaid Sabbatical Leave

- 5.1.1 A supervisory unit employee may request a leave of absence and may be returned to teacher status in the district upon completion of his/her leave. Return status shall be established prior to the granting of the leave.
- 5.1.2 Supervisory unit members may request an unpaid Sabbatical leave for a period of one (1) Semester or one (1) year.
- 5.1.3 All applications for the following school year shall be submitted to the Superintendent no later than March 1. Thereafter, such requests may be considered by the Board of Education.

5.2 Leave of Absence Without Compensation

- 5.2.1 A supervisory unit employee may request a leave of absence and may be returned to teacher status in the district upon completion of his/her leave. Return status shall be established prior to the granting of the leave.
- 5.2.2 Leave without pay may be granted for a maximum of one (1) school year upon written request of the supervisory unit member. This request is to be received by Human Resources on or before March 1st. Thereafter, such requests may be considered by the Board of Education.

5.3 Short Term Leave

- 5.3.1 Short Term Time Period leaves may be granted to supervisory unit members at the discretion of the Superintendent. Such leaves shall be of value to the individual and of no detriment to the District.

5.4 Sick Leave

- 5.4.1 In recognition that supervisory unit members have a varying work year, the District shall allow supervisory unit members the following schedule of sick leave days:

<u>Work Year</u>	<u>Sick Days Earned</u>
Less than 190 days	16 days
191 to 199 days	17 days
200 to 209 days	18 days
210 to 225 days	19 days

- 5.4.2 The full year's accumulation shall be credited to the supervisory unit member at the beginning of each school year.
- 5.4.3 Sick leave entitlement and deduction for supervisory unit members who are working less than full time shall be on a pro-rata basis.

- 5.4.4 Thirty days after the beginning of the school year the supervisory unit member shall receive an accounting, in writing of the total number of sick leave days accumulated to that date. The credit for the current year shall be included in the report. Supervisory unit members hired from another school district may request that sick leave be transferred to the District following their employment.
- 5.4.5 Sick leave may be used for personal illness, including quarantine, disability and necessary appointments for health treatment.
- 5.4.6 There shall be no loss of sick leave for illnesses or work related accidents provided that an award of a properly filed worker's compensation claim has been granted.
- 5.4.7 A supervisory unit member who desires to check the District's sick leave records of his/her own absence (s) shall be provided access to the available records within ten (10) days of the written request.
- 5.4.8 Upon the district's confirmation of an error in the sick leave records, the District shall provide the employee with a written notice correcting the error within ten (10) working days of the confirmation.
- 5.5 Extended Sick Leave
 - 5.5.1 A supervisory unit member absent from duty for reasons of illness or accident for a period of 100 duty days or less from the date of the expiration of the accumulated sick leave shall receive regular salary less the amount actually paid to a substitute employee to fill the position during the absence, or if no substitute is employed, the amount which would have been paid the substitute had one been employed.
- 5.6 Maternity/Paternity Leave (Child Rearing Leave)
 - 5.6.1 Maternity/Paternity Leave shall be available for a parent in connection with the arrival of a new child either through natural birth or adoption of a child who is not the child of the supervisory unit member's spouse.
 - 5.6.2 A supervisory unit member shall be granted a leave of absence from duties because of pregnancy, miscarriage, childbirth and recovery therefrom. After submitting required documentation to the Assistant Superintendent, Human Resources, a woman may begin maternity leave at such time as she and her doctor deem advisable.
 - 5.6.3 In the event of absence due to medical disability caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom, an employee shall be entitled to utilize the available sick leave.
 - 5.6.4 During the first eighty-nine (89) days of maternity leave, the supervisory unit member shall receive the difference between her salary and the actual amount paid a replacement employed to fill the position during the absence. If no replacement is employed, the unit member shall receive the difference between her salary and Step 1 of her salary schedule. The eighty-nine (89) working days (in this instance defined as days for which the supervisory unit member is paid) shall be consecutive with the date of the arrival of the child.

Once a supervisory unit member returns to duty, the maternity leave and all of its provisions shall be terminated. Concerning the above referenced eighty-nine (89) days of maternity leave, the supervisory staff member shall continue to receive fringe benefits consistent with legal limitations and restrictions placed by various insurance carriers.

5.6.5 After the eighty-nine (89) days of maternity leave as provided for above have been fully utilized, the supervisory unit member shall, upon written request submitted no later than twenty (20) working days prior to the expiration of the above referenced eighty-nine (89) days of maternity leave, be placed on extended maternity leave until the end of the school year. Extended maternity leave is provided without pay.

5.6.6 Extended Maternity Leave beyond that provided above may be requested and granted without pay.

5.6.7 Paternity leave, not to exceed a period of one year, may be requested by an employee in cases of personal or medical necessity.

5.6.8 The provisions of paragraphs 5.6.3 to 5.6.6 above may be applicable to paternity leaves.

5.7 Adoptions

5.7.1 The applicable provisions of this section may also apply to the placement of a child who has been or shall be adopted. Requests for maternity/ paternity leave in connection with adoptions shall require verification.

5.8 Bereavement Leave

5.8.1 In the event of the death of a member of a unit member's immediate family, the supervisory unit member shall be entitled to a maximum of three (3) days. In the event of the death of a supervisory member's spouse, domestic partner or child, the supervisory unit member shall be entitled to a maximum of five (5) days of bereavement leave. After the three (3) days' leave, if out-of-state travel is required, the employee shall be entitled to an additional two (2) days' leave.

5.8.2 Members of the supervisory unit member's immediate family shall include mother, father, foster parents, stepmother, stepfather, grandparents, spouse, children, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, domestic partner and such persons as the Superintendent may approve in individual cases.

5.8.3 Bereavement leave shall not be deducted from accumulated days of sick leave, nor is bereavement leave cumulative.

5.9 Personal Necessity, Personal Leave, Emergency Leave

5.9.1 A supervisory unit member may use up to a maximum of seven (7) days of accumulated sick leave in cases of personal necessity. A request for this leave shall

be made in writing whenever possible to the immediate supervisor prior to taking the leave except in cases of death or serious or critical illness of a member of the immediate family. A unit member may be required to further document the necessity for such absences.

- 5.9.2 Personal necessity shall include a death of a member of the supervisory unit member's immediate family, serious or critical illness of a member of the immediate family, appearance in court as a litigant, or an occurrence of an accident involving the supervisory unit member's person or property or the person or property of a member of the immediate family. In the case of death, such leave may be in addition to normal bereavement leave. A unit member may be required to further substantiate the need for such leave.
- 5.9.3 For personal matters which do not fall within the above mentioned categories and which cannot be handled outside of the work day, a full time supervisory member may utilize sick leave not in excess of four (4) days per year (part-time supervisory unit members shall receive prorated benefits). These days are in addition to the seven (7) sick leave days specified in sections 5.9.1 and 5.9.2. Unit members intending to take such leave shall notify his/her immediate supervisor prior to taking such leave.
- 5.9.4 In the event such personal business absences extend beyond the four (4) days available, additional approved absences shall be deducted from salary. The amount of the deduction shall be the number of working days absent times the daily rate of pay.
- 5.9.5 In combination with the above provisions, if it is not possible to obtain advance approval for the absence in an emergency situation, the procedure to report illnesses shall be followed and the proper forms filed with the Superintendent immediately upon return to duty.
- 5.9.6 In the event a supervisory unit member exhausts personal necessity leave as provided for in sections 5.9.1 and 5.9.2 above, a paid day of emergency leave shall be provided subject to the requirements of 5.9.2.

5.10 Jury Duty

- 5.10.1 A supervisory unit member who receives a jury interview and appearance notice shall notify Human Resources within two (2) days of receipt of such notice or upon receipt of notice if notice is received less than two (2) days before the appearance is required.
- 5.10.2 If any supervisory unit member is summoned and reports for jury duty, the supervisory unit member shall be paid regular salary but any juror's fees, exclusive of mileage, received by the supervisory unit member shall be deposited to the credit of the District at the Business Office.
- 5.10.3 It is understood and agreed that a supervisory unit member shall be required to report for regular working duties on any and all days when he/she is not required to report to the courthouse as a potential juror.

5.11 Court Appearance Other Than Jury Duty (Civil Leave)

- 5.11.1 Whenever a supervisory unit member is subpoenaed as a witness, the supervisory unit member shall have time for appearance before a public body, commission or court without loss of pay unless the unit member is a party of interest to the proceeding.
- 5.11.2 No salary deduction shall be made for absences if a supervisory unit member is under a subpoena.
- 5.11.3 No salary shall be paid in cases where a supervisory unit member is a voluntary witness appearing for his/her own interest, except as provided under provisions for use of such leave under personal emergency.
- 5.11.4 Upon request of an appropriate government agency, a supervisory unit member shall have time to perform emergency civilian duties in connection with emergency situations without loss of pay.
- 5.11.5 Compensation received in performance of the above duties shall be subtracted from compensation that would normally be provided by the District consistent with applicable laws and regulations.

5.12 Military Leave

- 5.12.1 Leaves may be granted for government ordered military services. Compensation during such leaves shall be full salary for a maximum of thirty (30) days. Compensation received in performance of the above duties shall be subtracted from compensation that would normally be provided by the District consistent with applicable laws and regulations.
- 5.12.2 All supervisory unit members who are reserve members of the Armed Forces are required to make every effort to arrange for active duty for training during their vacation period. However, if there are circumstances wherein reserve or draft deferred status would thereby be jeopardized, or if there are extenuating circumstances, the supervisory unit member shall file a written request with the Assistant Superintendent, Human Resources, giving full particulars therein before requesting orders for active duty training. A copy of the supervisory unit member's military order shall be provided to the immediate supervisor and to the Assistant Superintendent, Human Resources as soon as available.
- 5.12.3 Supervisory unit members returning pursuant to this section shall be provided with employment in the District consistent with legal requirements.

5.13 Professional Leave

- 5.13.1 Professional leave may be granted by the Superintendent for the purpose of attending conferences, workshops, institutes, school visitations and other meetings related to the teaching and supervisory field.

- 5.13.2 Such professional leave shall be requested and responded to in a timely manner.
- 5.13.3 The Superintendent may reimburse certificated employees for expenses incurred, i.e., transportation, lodging, meals and registration or other fees.

5.14 Civic Participation Leave

- 5.14.1 A supervisory unit member who is elected to or appointed to an office in a federal, state, county, or municipal government or subdivision shall be granted unpaid leave upon written request if such leave is necessary to perform the duties of the office.
- 5.14.2 A supervisory unit member who is appointed to a state commission shall be released from duty without pay for service on the commission as provided by law.
- 5.14.3 Leave may be granted for supervisory unit members who accept an assignment as a volunteer in the Peace Corps, Vista, exchange teaching, or similar programs.
- 5.14.4 The above leaves shall be requested prior to the start of the semester and extended for at least one semester unless otherwise provided for by law or Board actions. Such leaves shall extend for at least the duration of the civic assignment.
- 5.14.5 Upon request of an appropriate government agency, subject to approval by the Superintendent based on the operational needs of the District, a bargaining unit member shall have time to perform emergency civilian duties in connection with emergency situations without loss of pay. Compensation received in performance of the above duties shall be subtracted from compensation that would normally be provided by the District.

5.15 Union Leave

- 5.15.1 Such leave may include election or appointment to perform services as the representatives of the Union or American Federation of School Administrators (AFSA).
- 5.15.2 Leaves granted pursuant to this section may be authorized by the Superintendent. The selection of the eligible supervisory unit members shall be based on application by the Union President or the appropriate International President.
- 5.15.3 The Union agrees to indemnify and hold harmless the Board for any leave granted pursuant to this section.

6. RETIREMENT/PART-TIME EMPLOYMENT

6.1 Eligibility

6.1.1 To be eligible to participate in the health and dental coverage, a retiree must be at least fifty-five (55) years of age and retired under a State of California retirement system or other system that meets the approval of the Assistant Superintendent, Human Resources. Normally, non-public systems will not be approved.

6.2 Health and Dental

6.2.1 Until age 65, a retiree shall receive the same health and dental benefit coverage provided for other certificated personnel covered by this Agreement. In addition, retirees who have served in the Berkeley Unified School District for 20 or more years shall receive medical coverage for themselves only until age 67; provided, however, that the carrier or carriers of such health and dental coverage for the other certificated personnel covered by this Agreement shall provide such coverage for retirees. In the event that the present carrier or carriers of such health and dental coverage cancel said coverage for retirees, the District will endeavor to provide health and dental coverage for retirees under a different carrier or carriers. If a retiree is employed in an occupation in which he/she is eligible to receive comparable health and/or dental benefits coverage, the District shall not provide such coverage for the retiree.

6.3 Golden Handshake

The District will consider participation in AB2223, Golden Handshake, on a case by case basis. At this time of fiscal crisis, the District is not able to offer any additional money compensation.

6.4 Consultancy

6.4.1 A supervisor who has been employed by the BUSD for at least 10 years and who is at least 55 years of age may submit a proposal for a consultancy contract.

6.4.2 A consultancy shall refer to the work being performed for the BUSD by a supervisor; consultancy proposal shall refer to the written proposal made by the retiree to the BUSD to undertake a consultancy on a specified subject; a consultancy contract shall refer to the annual contract entered into between the retiree and the Board for consultant services.

6.4.3 The daily rate of pay for a consultancy contract shall be negotiated between the District and perspective consultant.

6.5 Retirement/Part-Time Retirement

6.5.1 Part-time employment leading towards retirement may be requested by the employee. The District will make the final decision of such a request and is under no obligation to provide a part-time administrative or supervisory position for an employee who seeks to work part time.

- 6.5.2 The employee must have reached the lowest age allowed by law.
- 6.5.3 The employee must have been employed full time in a position requiring certification for at least ten (10) years, of which the immediately preceding five (5) years were full time employment.
- 6.5.4 The employee shall be paid a salary which is pro-rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full time employment. The employee shall receive health benefits as provided in Section 53201 of the Government Code in the same manner as a full time employee.
- 6.5.5 The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee's contract of employment during his/her final year of service in a full time position.
- 6.5.6 The percentage of time employed shall be arrived at by mutual consent of the supervisory staff member and the District. The percentage of time must be at least 50%.
- 6.5.7 Any change in the percent of work time during this period may be requested by either party but granted only by mutual consent.
- 6.5.8 Both supervisory staff member and the BUSD will sign this Memorandum of Agreement for part-time service limited to five (5) years
- 6.5.9 The supervisory staff member will receive the same fringe benefits as any full time supervisory staff member.
- 6.5.10 The supervisory staff member and the BUSD shall pay the proportional amount needed to qualify for full time salary credit for the STRS as for any full time supervisory staff member.
- 6.5.11 Full time retirement credit is not earned until the end of the full school semester or full school year. Participants who terminate prior to those concluding periods will receive retirement credit based on the salary actually paid in the proportion that it relates to the annual salary that would have been paid had the employment continued.
- 6.5.12 In order to implement the part-time retirement provisions of this section, the supervisory staff member must make application to Human Resources by August 15 of the year in which it is intended to take effect. All rules and regulations of the State Teachers' Retirement System will be followed by the supervisory staff member and, the BUSD.

6.6 District Contributions

Effective July 1, 2005, the District contribution to the cost of the health plan selected by the retiree shall be as stated in section 13.16. For retirees who opt to enroll in a health plan with premium costs greater than the maximum amount provided by the District, it will be required that they pay the portion of the premium in excess of the above referenced maximum annual premium. This section shall apply to employees who retire on or after June 30, 1991. Employees who retired prior to June 30, 1991 shall not be affected by the provisions of this section.

6.7 After District paid benefits expire, retirees and spouses may choose to remain covered by the BUSD coverage plan so long as they are on a self-pay basis.

7. EVALUATION PROCEDURE

- 7.1 Recognizing that the District's personnel evaluation procedures are intended to identify, reinforce, and improve knowledge, skills, attitudes and abilities that result in the achievement of predetermined goals and objectives, all supervisory unit members shall be formally evaluated. Additionally, a necessary role of the evaluation process is to identify and discharge incompetent supervisory unit members.
- 7.2 Difficulty and complexity of the assignment shall be considered in the evaluation. Evaluation shall include commendations for outstanding performance where appropriate.
- 7.3 The criteria for evaluation are solely the prerogative of the Board of Education and all forms used in evaluation shall be based on those criteria.
- 7.4 The instrument for evaluation of supervisory personnel will be mutually agreed upon by UBA and BUSD.
- 7.5 Each supervisory unit member shall be formally evaluated in accordance with Education Code Sections 44660-44665 (Stull Bill) once each school year for the first two years of an assignment. Thereafter, having met expectations, the supervisory unit member's evaluation shall occur every second year. Evaluation is a continuous process and may occur between scheduled periods at the request of the supervisory unit member and/or evaluator.
- 7.6 Formal evaluations of supervisory unit members shall be in writing. A formal conference shall be held by the evaluator and the employee. The purpose of this conference shall be to review the final evaluation. The conference shall highlight, as appropriate, areas of commendation, areas of satisfactory performance, and, if needed, areas of improvement.
- 7.7 A copy of the final evaluation form shall be provided to the employee within fifteen (15) working days following completion of the conference. The evaluation report shall be signed by the evaluator and the employee. The employee's signature on the form does not necessarily signify agreement with the evaluation.
- 7.8 Within fifteen (15) working days after the receipt of the evaluation report, the employee may request in writing a private conference to review the report with the evaluator. The employee may file written exceptions to the evaluation report within fifteen (15) working days after the private conference or receipt of the evaluation report. Content and substance of evaluation are not subject to Staff Complaints and Appeal Procedures or the Grievance Procedure.
- 7.9 Both the evaluation and the exceptions, if any, shall be placed in the employee's permanent personnel file.
- 7.10 All evaluations shall follow timelines incorporated within the Stull Bill.
- 7.11 Supervisory employees shall be permitted to provide a written response to any evaluation. The response will be attached to the evaluation for inclusion in their personnel file.

8. GRIEVANCE PROCEDURE

8.1 Definitions

- 8.1.1 A "grievance" is a formal, written allegation by the supervisory staff member that he/she has been adversely affected by a violation or a dispute regarding the meaning, application or interpretation of a specific provision of this Agreement.
- 8.1.2 The Board shall provide a separate mechanism for the adjudication of alleged violations of law, Board policy, and administrative regulations.
- 8.1.3 A "grievant" may be any supervisory unit member covered by the terms of this Agreement. The Union may grieve any of the Union's rights or prerogatives as set forth in Article 10.

8.2 General Provisions

- 8.2.1 A grievance shall be presented not later than the fifteenth (15th) school day after the act, occurrence, event or circumstance alleged to constitute the grievance.
- 8.2.2 All grievances submitted shall include a concise statement of the grievance, plus a brief statement of the specific acts, conduct or 'condition (including applicable dates) alleged to constitute the grievance. The grievance shall also contain a statement of the remedy sought by the grievant.
- 8.2.3 All grievances shall be submitted in writing and shall commence at Step 1 unless the grievance arises from the action of an authority higher than the immediate superior, in which case the grievance may be filed at the appropriate step of the grievance procedure.
- 8.2.4 By mutual agreement between the Union and the Board, if the substance of the grievances is substantially similar for each grievance, more than one grievance may be heard at the same time. If the Board or its designee determines the circumstances of the grievances to be different, separate decisions may be rendered to the grievants.
- 8.2.5 If a grievance hearing, at any step, is held on school time, the grievant and necessary witnesses shall be released to attend. the hearing, with no loss of pay or sick leave.
- 8.2.6 A written record of the grievance proceedings may be maintained by the parties involved. No such record may be contained in the personnel file of the grievant, except upon request by the grievant. Neither the grievance, nor any record of it may be utilized in the evaluation reports, the promotional process, or in any recommendation for job placement, except at the option of the grievant.

- 8.2.7 Since it is important that grievances be processed as rapidly as possible, the number of days stated above at each step shall be regarded as a maximum and every effort shall be made to expedite the process. The time limits specified may be extended only by mutual agreement of the parties.
- 8.2.8 The initial grievance may be amended by the grievant at any time prior to the hearing at Step One in order to set forth new matters arising from the alleged violation. The grievance may not be amended thereafter.
- 8.2.9 Failure at any step of this procedure to communicate the decision of the grievance within the specified time limits shall permit the filing of an appeal to the next step of this procedure.
- 8.2.10 In the event the grievance is filed on or about June 1, the time limits set forth above may be reduced by written stipulation of the parties involved so that the matter may reach final adjudication by the end of the current school year, or as soon thereafter as practical.
- 8.2.11 No member of the unit shall be requested or required to meet with an immediate supervisor concerning any aspect of a formal grievance without proper representation.

8.3 Procedure

8.3.1 Step One

- a. The grievance shall be submitted in writing and discussed with the immediate superior either by the grievant accompanied by a representative of his/her choosing; or by the grievant representing himself/herself.
- b. Within ten (10) work days after receiving the grievance, the immediate supervisor shall investigate the grievance, including granting the grievant and /or UBA reasonable opportunity to be heard, and shall render a decision to the grievant in writing, together with supporting reasons and shall forward the decision to the grievant and UBA.

8.3.2 Step Two

- a. An appeal to Step Two shall be in writing and shall be accompanied by a copy of the decision of Step One.
- b. Within fifteen (15) work days after receiving the decision of Step One, the grievant may, on his/her own or through UBA, appeal the decision to the Superintendent of Schools or the Superintendent' designee.

- c. Within fifteen (15) work days after delivery of the appeal, the Superintendent or his/her designee shall investigate the grievance, Including granting the grievant and/or UBA reasonable opportunity to be heard, and shall render a decision in writing together with the supporting reasons to grievant, the immediate superior, and UBA.
- d. If the grievant represents himself/herself, as permitted by sections 18.3.1 above; when the grievance reaches the Superintendent's level, UBA shall be given a copy of the grievance and shall have the opportunity to file a statement

8.3.3 Step Three

Within fifteen (15) work days after receiving the decision of the Superintendent or his/her designee, the grievant may appeal the decision to the Board of Education. The Board of Education shall hear this appeal in a closed session and shall render a decision within fifteen (15) work days.

8.3.4 Step Four

- a. Within fifteen (15) work days after receiving the decision. of the Board, UBA has the exclusive right to appeal the decision to arbitration. If UBA exercises the right to arbitrate, UBA shall inform BUSD by certified mail or by hand delivery.
- b. A grievance may not be submitted to arbitration unless the procedures in this article have been followed and completed.
- c. UBA and BUSD agree to meet for the purpose of mutually selecting an Arbitrator.
- d. The arbitrator's fee shall be equally shared by BUSD and UBA. If the Arbitrator is selected and the arbitration is postponed, the party requesting the postponement, shall bear any costs incurred due to the postponement.
- e. The arbitrator's decision shall be in writing and shall set forth the arbitrator's opinion on the issue(s) submitted. The decision of the arbitrator shall be binding.

9. COMPLAINTS

- 9.1 Any complaint made against a supervisory employee shall be brought to the employee's attention for review as soon as possible. Before any disciplinary action is taken, the complaint shall be reduced to writing. If the complaint is not reduced to writing, no further disciplinary action shall be taken.
- 9.2 During the investigation of a complaint, the member of the unit so charged shall be kept fully informed of the progress of the investigation. The investigation shall include a discussion with the subject employee. The employee, may be accompanied by counsel and/or a representative of UBA.
- 9.3 No action shall be taken on a complaint until the investigation has been concluded. However, if the Superintendent in his/her discretion finds that summary action must be taken prior to the conclusion of the investigation, he/she may take such action as he/she finds appropriate under the circumstances. The investigation, however, shall continue and be concluded under the terms of this article.
- 9.4 The District recognizes that an employee is entitled to be informed of all complaints received against the employee, unless the District is otherwise advised by legal authority. The Superintendent or his/her designee will inform the employee within 3 working days of each complaint. No action may be taken against an employee on any complaint of which the employee was not previously informed.

10. UNION RIGHTS

10.1 Privileges and Prerogatives

- 10.1.1 Information, statistics and records of the BUSD necessary for the enforcement of this Agreement (including grievances) or relevant to negotiations shall be provided to the Union except that making available such information, statistics and records shall not require additional staff time, outside services, or reimbursed production costs.
- 10.1.2 A copy of the Agenda and Board packet (excluding personnel matters and other confidential material) will be provided to the Union by the Secretary of the Board at approximately the same time as Board members receive their packets. The Union will receive copies of Board minutes.
- 10.1.3 Union representatives shall have the right to visit the schools during working hours.
- 10.1.4 Upon request by the Union, the Superintendent shall provide names and work locations of new supervisory staff members to an authorized representative of the Union. Additionally, the Superintendent shall make available the work locations of continuing supervisory staff members. Such information shall be made available unless supervisory staff members, in writing, indicate such information shall not be released.
- 10.1.5 The employee may, in writing, give a Union representative the right to review his/her personnel file.
- 10.1.6 The Superintendent shall provide the Union with school assignments of all Supervisory staff members with school assignment revisions within a reasonable period of time.
- 10.1.7 The Board agrees that release time for negotiations and grievances must be conditional upon the particular circumstances of the negotiations and grievances being processed.
- 10.1.8 Representatives of the bargaining unit on any committee, agency, or other such body established by the Board, Superintendent or his/her designee shall be appointed by UBA.
- 10.1.9 Upon request, the Superintendent of Schools or his/her designee shall meet with representatives of UBA at least once each calendar month during the school year, September through June. The purpose of such meetings shall be to exchange information and to discuss matters of mutual concern relating to the implementation of the contract. The time for such meetings shall be by mutual agreement. At least five (5) school days prior to any such meeting the requesting party shall submit to

the other a written agenda of the subject(s) to be discussed.

10.1.10 Thursday shall be reserved for Union meetings.

10.2 Use of District Facilities

10.2.1 The Board authorizes the Union to use the District's facilities and buildings at times other than normal working hours and hours of student instruction so long as the Union submits the appropriate forms to the Building Permits Clerk.

10.2.2 The Union shall have the right to use the mailboxes and intra-district mail service for the purpose of communicating with supervisory employees.

10.3 Dues and Organizational Security

10.3.1 The Union of Berkeley Administrators shall have the exclusive right to payroll deduction of dues. A monthly computer printout list showing the employee's name and the amount of dues deduction shall be sent to UBA. The BUSD agrees to make efforts to expedite the procedure.

OLD ARTICLE 10.3.2. DELETED PER MUTUAL AGREEMENT

10.3.2 All supervisory employees in the bargaining unit shall, as a condition of employment, have dues or an agency or service fee deducted from their salary starting with their first pay warrant. In no case shall the service fee be greater than periodic dues and general assessments of the Union.

10.3.3 Notwithstanding any other provisions of this article, any non-member may designate that the Union place an amount equal to an agency fee in the UBA Professional Development Fund. The cost of administration of this fund will be borne by the fund.

10.3.4 All funds collected by the Board through deductions shall usually be remitted to the officer designated by the Union within ten (10) days after the first of each month.

10.3.5 The Union agrees to furnish any information needed by the District to fulfill the provisions of this article.

10.3.6 The Union shall indemnify and hold the District harmless from any and all claims, demands or suits, or any other actions arising from any of the provisions of this article.

11. EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION CLAUSE

- 11.1 The Board and the Union subscribe to the principle of equal employment opportunity. Accordingly, neither the Board nor the Union shall discriminate, nor cause, nor attempt to cause the other to discriminate against any individual with respect to such individual's compensation, terms, conditions or privileges of employment because of such individual's race, color, religion or religious creed, sex, national or ethnic origin, ancestry, physical or mental disability, medical condition, marital status, or age; provided, however that the above prohibitions with respect to age are limited in accordance with Federal law to individuals who are at least forty (40) years of age

The Board and the Union agree that the intent of this article is to restate California and Federal law with respect to equal employment opportunity. Should any provision, of this agreement, at any time during its life, be found in conflict with California or Federal equal opportunity law as such laws may be amended by legislation or interpreted by any appellate court, then such provision shall continue in effect only to the extent permissible under applicable law.

- 11.2 The Board shall not discriminate against any certificated employee with respect to assignments, transfers, wages, hours, leave or discipline on the bases of pregnancy, life style, political affiliation or membership in or affiliation with a labor organization, or those set forth in 11.1.
- 11.3 Employment application forms and oral interviews relating to employment shall omit therefrom any reference to the applicant's membership in or association with any organization which serves a collective bargaining function.
- 11.4 Any certificated supervisory employee of the BUSD shall be eligible for membership in UBA, and UBA shall not deny membership to any such person on the basis of race, color, creed, national origin, sex, or marital status. UBA shall represent all members of the unit without regard to their membership, participation in, or association with the activities of any other employee group, committee, or organization

12. WORK YEAR

12.1 Definition of Work Year

The work year for K-8 administrators shall be from the designated start date in August through June 30. The work year for high school administrators may begin before August 1 to accommodate the number of work days.

By June 1, administrators shall complete a district yearly work calendar identifying their positive work year schedule for the following school year. The administrator's work year schedule shall be approved by his/her supervisor and may be modified by mutual agreement throughout the year. The administrator's number of yearly workdays shall be determined by the number of days on the schedule as listed below.

12.2 The work year for UBA union members shall be the number of contiguous days as follows:

Elementary Principal	206 days
Middle School Principal	210 days
High School Principal	224 days
Alternative Prog Principal	210 days
Adult School Principal	217 days
Pre-K Principal	217 days
Elementary Vice Principal	193 days
Middle School VP	204 days
High School VP	216 days
Adult School VP	209 days
Coordinator	198 days
Department Chair	190 days
Dean	198 days
Program Supervisor	224 days
Program Supervisor	210 days
Program Supervisor	200 days
Manager	217 days

"Upon mutual agreement with the supervisor, the Pre-K principal, Program Supervisors, and Managers may establish an annual calendar of work days which are not contiguous."

12.3 Management Team Retreat

By June 1, the Superintendent shall determine the date(s) of the first all management meeting at which all management team members are expected to attend.

12.4 Flex Days

K-8 administrators may be allowed to use up to three flex days per work year, July 1 to June 30, with prior approval from their supervisor. Flex days may be taken for work needed to be performed at the site or in the district during weekends or holidays only, such as all day staff development with staff or all day student performances.

Berkeley High School administrators may be allowed to use up to eight flex days per work year, July 1 to June 30, with prior approval from their supervisor. Flex days may be taken for work needed to be performed at the site or in the district during the month of July, or winter or spring breaks.

12.5 Compensatory Time

In special circumstances, a unit member may request compensatory time for services rendered on evenings, weekends, and holidays which do not require a full day's service. Prior to providing such a service, permission must be obtained from the Superintendent or his/her designee. The compensatory time should be scheduled at a time that is not disruptive to normal operations.

13 COMPENSATION

13.1 2007-2008:

For Fiscal Year 2007-2008, unit members will be given a 4.32% salary increase, which shall be applied uniformly and across-the-board to all classifications contained in the salary schedule. This increase shall be retroactive to July 1, 2007. Any salary increase will be applied to actual salary earned.

2008-2009:

For Fiscal Year 2008-2009, unit members will be given a 1.0% salary increase, which shall be applied uniformly and across-the-board to all classifications contained in the salary schedule. This increase shall be retroactive to July 1, 2008. Any salary increase will be applied to actual salary earned.

Both parties reserve the right to re-open negotiations on salary during the term of the 2008-2009 agreement. If the District agrees to a higher total compensation increase for any other bargaining unit during the term of this agreement, the District shall increase the total compensation of UBA unit members by the same percentage, with the exception of 1% given Local 39 in 2009-2010 and 1% in 2010-2011.

13.2 The attached salary schedule will become effective on July 1, 2011 (See appendix)

13.3 Placement on the salary schedule shall follow the rules set forth in that schedule.

13.5 Changes to STRS Contribution

In the event that the State shifts the STRS retirement costs to the District, those costs will be deducted from the total dollars available for planned compensation increases. Should such an event occur and the salary increase does not off-set the STRS increases, then the remaining dollars owed will be deducted from future compensation increases in subsequent years until the shift in cost has been met.

13.6 The designation of Large, Medium, or Small for departments will be determined by the total number of regular certificated and regular classified employees supervised by the Department Chairperson as specified in the salary schedule.

13.7 The agreed-to salaries found in the attached appendices are each based on the duties and responsibilities for a full time equivalent (1.0 FTE) BUSD employee. Should the District determine it to be necessary to reduce the FTE for a UBA represented position and then combine the remaining assignment with any other position in the District, the parties agree to meet for the purpose of negotiating an appropriate salary based on the new assignment.

13.7.1 Any employee working less than a full year may choose to have their salary pro-rated throughout the year, provided the work is performed before the salary is received.

13.8 In the event a supervisor does not receive all or part of his/her paycheck, the Business

Office of the District shall immediately be notified. Reimbursement arrangements shall be provided by the Superintendent within five (5) days.

- 13.8.1 In the event the District overpays a supervisor, the supervisor agrees to repay the District the sum of the overpayment in installments equal to the time over which the error occurred consistent with applicable law. In the event such overpayment is a result of increased deduction for substitutes pay for a supervisor on extended sick leave or maternity leave, such repayment shall be prorated over the remaining Months of the fiscal year at the request of the supervisor.
- 13.9 All coursework taken for the purpose of becoming eligible for an educational attainment salary adjustment must be approved by the Assistant Superintendent, Human Resources. Approval must be obtained within two (2) weeks of a class being initiated. If the course work is not approved, a written explanation must be provided.
 - 13.9.1 On or before June 2, a supervisor must give written notification to the Human Resources Office of his/her intention to change his/her classification for the following year. All such courses must be completed by the beginning of the school year in September except when a summer session course or a correspondence course in which all assignments have been completed is not concluded by that time. Printed transcripts must be provided to the Human Resources Office by November 15 as documentation of completion of requirements for salary reclassification. In the event transcripts are not available by November 15, a letter of verification from the university or college specifying that the work has been completed will suffice until the transcripts are received. No adjustments or reclassification on the salary schedule shall take place until such documentation is received.
- 13.10 When the Superintendent/Surperintendent's designee assigns a member of the unit to work additional days beyond the regular work year, the per diem rate shall be paid.
- 13.11 Travel credit requested for the purpose of becoming eligible for an educational attainment salary adjustment must be approved by the Assistant Superintendent, Human Resources. Such application must be submitted at least one month prior to taking the trip.
- 13.12 The highest rate allowable by the IRS per mile travel allowance shall be paid to supervisors required to use their own automobiles in the performance of their duties. The Superintendent has the right to require prior approval before the District becomes obligated to provide reimbursement pursuant to this section except as otherwise provided by law.
- 13.13 Summer school compensation for administrators will be negotiated yearly based on summer school model and available summer school funding.
- 13.14 A vice principal temporarily assigned to full days of replacement service for his/her principal for longer than 10 consecutive days, or in the case where the administrative model for the school is not intact, shall receive additional compensation of \$35.00 per day. If temporary service continues for more than 20 consecutive days, the added daily compensation shall increase to \$45.00 per day. In cases of absences that are projected

to last for an extended period, the Superintendent shall appoint an acting Principal whose compensation shall be based on the salary schedule for a school Principal.

13.15 Medical Benefits

- 13.15.1 The Board agrees to provide hospital , surgical and major medical insurance coverage through June 30, 2011, subject to requirements of the various insurance carriers. The District agrees to provide dental, employee assistance plan, and life insurance coverage.

Out of the total compensation dollars indicated in 13.1 above, the District will pay toward health and medical benefits the maximum amounts as shown below:

Kaiser – employee only	\$358.27
Kaiser – employee plus one	\$716.54
Kaiser – employee plus two or more	\$1,013.90
Health Net – employee only	\$431.80
Health Net – employee plus one	\$866.12
Health Net – employee plus two or more	\$1,013.90

Health Net maximum amounts apply to all Health Net plans including regular, PPO and POS plans.

- ~~13.15.2~~ The benefit levels paid for by the District for medical coverage will remain the same as 2007-08. Co-payments and monthly costs that exceed the cap will be determined with all units participating in the Cost Containment Committee.
- 13.15.3 Part-Time employees. The District contribution to the cost of health and dental plans for all part-time supervisors and his/her dependents shall be in the same ratio as the regular part-time assignment bears to a full time work assignment.
- 13.15.4 Supervisors who do not wish to be covered by a District health plan may elect to have 80% of the District's contribution added to their monthly paycheck. The amount of such contribution shall be calculated at the rate which the District would have contributed towards a health plan for the employee only under the Kaiser plan at the premium rate established as of October 1. Supervisors exercising this option must submit written notification to the Business office thirty (30) days prior to the discontinuance of health plan coverage. Upon the death or disability of a spouse or domestic partner, an employee presently receiving payment may re-enroll in the District medical plan subject to approval by the carrier. The final decision relative to re-enrollment rests with the carrier.
- 13.15.5 Life Insurance Benefits: For the contract year, the District will continue to carry \$15,000 Life insurance for each eligible employee and will continue to request the carrier to offer increased insurance to the employee at the employee's option and expense up to \$50,000 or more.
- 13.15.6 Dental Self-funding Benefits: Through June 30, 2011, the District will maintain the same level of benefits for dental care as has been in force for the 2007-08 school

year through a self-funded dental plan. The cost of contributions by part-time employees will be based on the current premium experience level.

13.15.7 During the term of this Agreement, any fringe benefit program or insurance plan may be changed by mutual agreement of the Union and the Board.

13.16 For a maximum period of ten (10) years, supervisors receiving a disability allowance from the California State Teachers' Retirement System or from the Public Employees Retirement System shall receive the same health and dental benefit coverage provided for other certificated personnel covered in this Agreement, provided, however that all carriers of such health and dental coverage for other certificated personnel covered by this Agreement shall provide such coverage for individuals who are receiving disability allowance from the California State Teachers' Retirement System or Public Employees' Retirement System. In the event that the present carrier or carriers of such health and dental coverage cancel such coverage for the individuals receiving State Teachers' Retirement Disability allowance, the District will endeavor to provide such health and dental coverage for these individuals under a different carrier or carriers. When the disability allowance is ended by the Retirement System, the individual shall no longer be eligible for medical and dental coverage benefits provided by the District unless eligible as a retiree under the provisions of Article 6.

13.17 Domestic Partners

13.17.1 Policy: The Berkeley Unified School District will extend benefits to same and opposite gender employees living in domestic partnerships.

13.17.2 It shall be contrary to the policy of the The Berkeley Unified School District, within any program, procedure, or contract, to grant benefits or assign liabilities on the basis of marital relationship unless a substantially equal application to a broader category of relationships or persons which includes within it the domestic partnership relationships shall also be a proper compliance with this policy.

13.17.3 Berkeley Unified School District employees in domestic partnerships, as defined below, are entitled to dental benefits, bereavement leave, and other district controlled benefits heretofore available to employees solely on the basis of marriage.

13.17.4 Berkeley Unified School District administration will continue to negotiate with our health plan providers to permit the inclusion of domestic partners in employees' health plans. After such negotiations with health insurance providers, if health insurance costs are increased, the District and the Union shall meet to re-negotiate this section prior to implementation.

13.18.5 Domestic Partnership Defined

A domestic partnership shall exist between two persons regardless of their gender and each of them shall be domestic partner of the other if they both complete, sign, and cause to be filed in the The Berkeley Unified School District Personnel Office an Affidavit of Domestic Partnership, attesting to the following:

- a the two parties reside together and share the common necessities of life;
- b the two parties are: not married to anyone, not related by blood closer than would bar marriage in the State of California, and mentally competent to consent to contract;

- c. the two parties declare that they are each other's sole domestic partner and they are responsible for their common welfare.
- d. the two parties agree to notify the The Berkeley Unified School District if there is a change of the circumstances attested in the Affidavit;
- e. the two parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge.

13.18.6 Termination

A member of a domestic partnership may end said relationship by filing a statement with the designated Berkeley Unified School District Human Personnel Department. In the statement the individual filing must affirm, under penalty of perjury, that: 1) the partnership is terminated, and 2) a copy of the termination statement has been mailed to the other partner.

13.18.7 New Statements of Domestic Partnership

No individual who has filed an affidavit of domestic partnership may file another such affidavit until such six (6) months after a statement of termination of the previous partnership has been filed with the designated Berkeley Unified School District Personnel Department.

13.18.8 Civil Actions

Any person defrauded by a false statement contained in an Affidavit of Domestic Partnership may bring a civil action for fraud to recover his/her losses.

14. SAVINGS CLAUSE

If any provisions to this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions shall be deemed invalid, and negotiations on those provisions shall be reopened at the request of either party. Negotiations will begin within ten (10) school days after a request to begin is made by either party. All other provisions shall continue in full force and effect.

If the federal, state or local legislature approves any law after the ratification of this Agreement which has, or will have in the immediate future, an adverse impact on finances of the District, either party may reopen negotiations on specific provisions of the Agreement which are deemed to be affected by such legislation. Negotiations will begin within ten (10) school days after a request to begin is made by either party.

15. EXPIRATION OF CONTRACT AND REOPENERS

- 15.1 The parties agree that the term of this Agreement shall be from the date of ratification by the Board of Education through June 30, 2011.
- 15.2 The parties agree to start the meet and negotiate process for the Successor Agreement on or before April 15, 2011.
Each party must submit the Initial Proposals to the other party, in writing by, April 10, 2011.
- 15.3 The BUSD and UBA agree to share equally the costs of printing this agreement.
- 15.4 UBA shall have the right to re-open negotiations on compensation (salary and benefits) for the 2009-2010 and 2010-2011 school years. In addition, BUSD and UBA shall also have the right to re-open the discussion on additional steps or salary adjustment for the Independent Studies Coordinator and a change in position for the Principal of Adult School, during the 2009-2010 school year.

Lisa van Thillo, Ed.D.
Assistant Superintendent, Human Resources

President, UBA

President, UBA

Date _____

Date _____