

Union's and District's Last Best & Final Offers

Attached are the proposals of the Berkeley Counsel of Classified Employees and the Berkeley Unified School District that each party has agreed reflects each party's last best and final offer.

Union's vs. District's Last Best & Final Offers

Article Subject	Union's Last Best & Final Proposal	District's Last Best & Final Proposal	
1.3 Term	The term of this Agreement will be from July 1, 2013 through June 30, 2016.	The term of this Agreement will be from July 1, 2013 through June 30, 2016.	Agree
1.4 Annual Re-openers	Agree to District's proposal if District agrees to Union's proposal below on compensation (sections 8.2.2 and 9.1).	The parties agree to reopen the contract for 2015-2016 on wages, benefits, and two items each. The reopeners referenced in this section are in addition to Section 1.5 below.	Disagree.
4.3.2 (a) Information	Twice annually, in the event of a proposed layoff, and upon mutual agreement, the District shall provide the Union with all information related to employees including but not limited to their name, address, telephone number, status, classification, position, work site, hire date(s) and pay rate, to the extent this information can be computer-generated without reprogramming.	Twice annually, in the event of a proposed layoff, and upon mutual agreement, the District shall provide the Union with all information related to employees including but not limited to their name, address, telephone number, status, classification, position, work site, hire date(s) and pay rate, to the extent this information can be computer-generated without reprogramming.	Agree
6.8 Removal of Materials	After one year, a unit member may petition the Superintendent or designee to remove written materials from his/her personnel file, excluding formal evaluations and disciplinary action or findings approved by the Board of Education, and sustained by the Personnel Commission on appeal. After three (3) years, upon written request of the unit member, the material shall be removed.	After one year, a unit member may petition the Superintendent or designee to remove written materials from his/her personnel file, excluding formal evaluations and disciplinary action or findings approved by the Board of Education, and sustained by the Personnel Commission on appeal. After three (3) years, upon written request of the unit member, the material shall be removed.	Agree
7.3. Frequency of Evaluation	<p>7.3.1 Probationary unit members shall be evaluated at least twice during their probationary period, normally during the second and fifth months.</p> <p>7.3.2 Permanent unit members shall be evaluated between February 1 and May 1 of each school year, provided the unit member has been in permanent status in their current classification for at least</p>	<p>7.3.1 Probationary unit members shall be evaluated at least twice during their probationary period, normally during the second and fifth months.</p> <p>7.3.2 Permanent unit members shall be evaluated between February 1 and May 1 of each school year, provided the unit member has been in permanent status in their current classification for at least four</p>	Agree

	four (4) months. 7.3.3 Permanent unit members shall be evaluated at least annually. [Current 7.3.2 BCCE language.]	(4) months. 7.3.3 Permanent unit members shall be evaluated at least annually. [Current 7.3.2 BCCE language.]	
7.4.2 Procedure (Performance Review)	A unit member shall be evaluated by the first level of management above the unit member or by an administrator who is reasonably well informed about the work activity of the evaluated unit member. No unit member shall evaluate another unit member.	A unit member shall be evaluated by the first level of management above the unit member or by an administrator who is reasonably well informed about the work activity of the evaluated unit member. No unit member shall evaluate another unit member.	Agree
7.4.4 Procedure (Performance Review)	Evaluation will be based primarily on observation of the unit member in the performance of his/her duties. Comments based on secondary information shall have supportive documentation identifying the source and circumstances and be given appropriate weight.	Evaluation will be based primarily on observation of the unit member in the performance of his/her duties. Comments based on secondary information shall have supportive documentation identifying the source and circumstances and be given appropriate weight.	Agree
7.4.5 Procedure (Performance Review)	A unit member expected to receive a less than satisfactory evaluation will be informed in advance of a meeting with management to discuss the unit member's evaluation. Such unit member shall have the right to have a Union representative present at such a meeting, which shall be rescheduled within ten (10) working days, which may extend the May 1 evaluation completion date if necessary, to accommodate this right.	A unit member expected to receive a less than satisfactory evaluation will be informed in advance of a meeting with management to discuss the unit member's evaluation. Such unit member shall have the right to have a Union representative present at such a meeting, which shall be rescheduled within ten (10) working days, which may extend the May 1 evaluation completion date if necessary, to accommodate this right.	Agree
7.4.10 Procedure (Performance Review)	Performance review shall be based on direct observation of the supervisor and/or on reliable documented information which has been verified by the supervisor. Any negative performance review shall contain specific recommendations for improvement. The unit member shall have the right to review and respond to any negative performance review. Performance reviews shall be given once annually.	Performance review shall be based on direct observation of the supervisor and/or on reliable documented information which has been verified by the supervisor. Any negative performance review shall contain specific recommendations for improvement. The unit member shall have the right to review and respond to any negative performance review. Performance reviews shall be given once annually.	Agree
8.2.2	8.2.2 Wages for 2013-2014	8.2.2 Wages for 2013-2014	Disagree

<p>Wages for 2013-2014</p>	<p>Effective July 1, 2013, all rates and schedules for unit members, including the salary schedule, longevity merit pay, and professional growth salary awards, shall be increased by two and a half percent (2.5%).</p> <p>8.2.x Wages for 2014-2015 Effective July 1, 2014, all rates and schedules for unit members, including the salary schedule, longevity merit pay, and professional growth salary awards, shall be increased by two percent (2%).</p> <p>8.2.y Effective with the implementation date of any salary changes resulting from the classification and compensation survey, or effective with the September 2014 regular pay warrant, whichever occurs first, Operations and Support Service unit members shall be paid according to the salary schedule for the Instructional Assistant/Paraprofessional and Office, Technical and Business Service units, including any negotiated increase.</p>	<p>Effective July 1, 2013, all rates and schedules for unit members, including the salary schedule, longevity merit pay, and professional growth salary awards, shall be increased by two and a half percent (2.5%).</p> <p>8.2.x Wages for 2014-2015 Effective July 1, 2014, all rates and schedules for unit members, including the salary schedule, longevity merit pay, and professional growth salary awards, shall be increased by two percent (2%). Unit members employed for the 2014-2015 school year shall receive a one-time lump sum bonus equal to <u>one-half of one percent (.5%)</u> of their salary for the 2014-2015 school year, payable on or before August 31, 2014 or 45 days after ratification, whichever is later.</p> <p>8.2.y Effective <u>45 days after ratification of this agreement</u>, or effective with the September 2014 regular pay warrant, whichever occurs <u>later</u>, Operations and Support Service unit members shall be paid according to the salary schedule for the Instructional Assistant/Paraprofessional and Office, Technical and Business Service units, including any negotiated increase.</p>	
<p>8.2.3 Me Too Clause</p>	<p>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 for BCCE unit members by the same percentage.</p>	<p>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 for BCCE unit members by the same percentage.</p>	<p>Agree</p>
<p>8.6.1</p>	<p>Unit members shall receive full pay for minimum</p>	<p>Unit members shall receive full pay for minimum</p>	<p>Agree</p>

Minimum Days	school days, provided they are at work for their assigned hours or, if they are not at work, they have been authorized in writing by their manager or supervisor to leave work before their normal ending time. Full pay means his/her regular assigned hours.	school days, provided they are at work for their assigned hours or, if they are not at work, they have been authorized in writing by their manager or supervisor to leave work before their normal ending time. Full pay means his/her regular assigned hours.											
9.1 Benefits	<p><u>Effective January 1, 2015, the District contribution to the cost of the health plan selected by the unit member shall be as follows:</u></p> <table border="1"> <thead> <tr> <th>Level</th> <th>District Contribution</th> </tr> </thead> <tbody> <tr> <td>Unit member only</td> <td>\$880.71</td> </tr> <tr> <td>Unit member plus one (1)</td> <td>\$964.93</td> </tr> <tr> <td>Unit member plus two (2) or more</td> <td>\$1,098.12</td> </tr> <tr> <td>Delta Dental</td> <td>\$66.15</td> </tr> </tbody> </table>	Level	District Contribution	Unit member only	\$880.71	Unit member plus one (1)	\$964.93	Unit member plus two (2) or more	\$1,098.12	Delta Dental	\$66.15	Current contract language, except the District agrees, as part of the consolidation of the OSS and BCCE contracts into a single agreement, that effective January 1, 2015 (a) align the District's existing contribution to the cost of an employee only health plan for OSS to the District employee only contribution for BCCE of \$880.71; and (b) align the District's existing contribution to the cost of a two-party health plan for OSS to the District two-party contribution for BCCE of \$880.71 (which equates to an ongoing compensation increase of approximately .2%).	Disagree
Level	District Contribution												
Unit member only	\$880.71												
Unit member plus one (1)	\$964.93												
Unit member plus two (2) or more	\$1,098.12												
Delta Dental	\$66.15												
10.1.1 (d) Sign In/Sign Out	<p>Each unit member in Maintenance, Berkeley High School custodians and such other worksite that has a documented existing sign-in sign-out procedure, shall continue to record and verify, on a daily basis, his/her beginning and ending work time each working day utilizing the current method.</p> <p>The District shall provide the Union with a list of such worksites no later than thirty (30) days after ratification of this agreement. Worksites not provided to the Union by this date shall be governed by past practice.</p>	<p>Each unit member in Maintenance, Berkeley High School custodians and such other worksite that has a documented existing sign-in sign-out procedure, shall continue to record and verify, on a daily basis, his/her beginning and ending work time each working day utilizing the current method.</p> <p>The District shall provide the Union with a list of such worksites no later than thirty (30) days after ratification of this agreement. Worksites not provided to the Union by this date shall be governed by past practice.</p>	Agree										
10.1.3 Permanent Increases	When an existing permanent position is assigned increased work time per day, the unit member in the same class who is working less than the new total number of hours per day and has the greatest seniority at the site where the	When an existing permanent position is assigned increased work time per day, the unit member in the same class who is working less than the new total number of hours per day and has the greatest seniority at the site where the adjustment is being	Agree										

	<p>adjustment is being made shall be offered the position with the increased work time. If the unit member who has the greatest seniority declines the additional hours, the additional hours will then be offered to the unit member in the next order of seniority in that class at the site. If no one at the site accepts the additional hours, it will be made subject to the transfer policy as set forth in this Agreement. The District shall not grant a vacant position to an outside applicant so long as there is a permanent unit member in the classification who meets the criteria set forth in the transfer article. When an existing permanent position is assigned increased work time under this Article, in no event shall the total permanent time assigned exceed 1.0 FTE.</p>	<p>made shall be offered the position with the increased work time. If the unit member who has the greatest seniority declines the additional hours, the additional hours will then be offered to the unit member in the next order of seniority in that class at the site. If no one at the site accepts the additional hours, it will be made subject to the transfer policy as set forth in this Agreement. The District shall not grant a vacant position to an outside applicant so long as there is a permanent unit member in the classification who meets the criteria set forth in the transfer article. When an existing permanent position is assigned increased work time under this Article, in no event shall the total permanent time assigned exceed 1.0 FTE.</p>	
<p>10.1.5 (c) Rest Periods</p>	<p>Each unit member is expected to use this period for relaxation. This period is not to be used to lengthen the meal period or to shorten the workday. Unit members shall be provided with notice of the normal time(s) for their rest periods in writing by their manager or supervisor.</p>	<p>Each unit member is expected to use this period for relaxation. This period is not to be used to lengthen the meal period or to shorten the workday. Unit members shall be provided with notice of the normal time(s) for their rest periods in writing by their manager or supervisor. <u>[Note: Language agreed to prior to impasse in the remainder of 10.1.5 (c) shall remain.]</u></p>	<p>Agree. See note.</p>
<p>10.1.6 Lunch Periods and Rest Periods on Exceptional Work Days</p>	<p>When a unit member is assigned to a field trip or otherwise assigned thereby preventing his/her uninterrupted lunch and/or rest breaks, the unit member shall be allowed to reduce his/her normal work day with no loss of pay by the same amount of time which would have otherwise been granted if the unit member had not been on a field trip assignment, as granted by 10.1.3 and 10.1.4 above. The release time shall be granted within five (5) working days if requested by the unit member. If taken on a day other than the day this</p>	<p>When a unit member is assigned to a field trip or otherwise assigned thereby preventing his/her uninterrupted lunch and/or rest breaks, the unit member shall be allowed to reduce his/her normal work day with no loss of pay by the same amount of time which would have otherwise been granted if the unit member had not been on a field trip assignment, as granted by 10.1.3 and 10.1.4 above. The release time shall be granted within five (5) working days if requested by the unit member. If taken on a day other than the day this occurred,</p>	<p>Agree.</p>

	occurred, release time shall be taken in 1-1/2 time. Earned comp time off shall be by mutual agreement between the unit member and the supervisor.	release time shall be taken in 1-1/2 time. Earned comp time off shall be by mutual agreement between the unit member and the supervisor.	
10.2 (b) Cash or Compensatory Time Off	Compensation in cash shall be paid at a rate equal to one and one-half (1 ½) times the unit member's regular rate of pay for the overtime work. Subject to the unit member's timely submission of the time sheet, said cash compensation shall be paid no later than fifteen (15) calendar days after the last day of the pay period in which it was earned.	Compensation in cash shall be paid at a rate equal to one and one-half (1 ½) times the unit member's regular rate of pay for the overtime work. Subject to the unit member's timely submission of the time sheet, said cash compensation shall be paid no later than fifteen (15) calendar days after the last day of the pay period in which it was earned.	Agree.
10.4 Call-Back Time	A unit member called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the overtime rate. When such unit member is called back within two (2) hours of the beginning of a previous call, the unit member shall not receive an additional two (2) hours' credit for the new call-back unless the unit member has returned home. This provision shall not apply to extension of the unit member's regularly scheduled work day. A unit member shall make an effort to cooperate with a request for call-back time. Call back time for bus drivers shall be subject to the provisions of Article 23, Transportation Department.	A unit member called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the overtime rate. When such unit member is called back within two (2) hours of the beginning of a previous call, the unit member shall not receive an additional two (2) hours' credit for the new call-back unless the unit member has returned home. This provision shall not apply to extension of the unit member's regularly scheduled work day. A unit member shall make an effort to cooperate with a request for call-back time. Call back time for bus drivers shall be subject to the provisions of Article 23, Transportation Department.	Agree.
11.1.11 Pregnancy Disability Leave	(a) All female unit members, regardless of service with the District, shall be entitled to take a pregnancy disability leave in accordance with state law if they submit written verification from their health care provider that they are actually disabled by pregnancy, childbirth, or related medical conditions. (b) Length of Leave (1) Leave of up to four (4) months may be taken, as needed, for the period(s) of time	(a) All female unit members, regardless of service with the District, shall be entitled to take a pregnancy disability leave in accordance with state law if they submit written verification from their health care provider that they are actually disabled by pregnancy, childbirth, or related medical conditions. (b) Length of Leave (1) Leave of up to four (4) months may be taken, as needed, for the period(s) of time a	Agree.

	<p>a unit member is actually disabled. Four (4) months means the number of days the unit member normally would work within that four (4) month period.</p> <p>(2) A unit member who works fewer than five (5) days a week, or fewer than seven and one-half (7.5) hours per day, receives leave on a pro rata or proportional basis.</p> <p>(c) Intermittent Leave The leave may be taken intermittently or in a reduced work schedule when medically advisable, as verified by the health care provider of the unit member.</p> <p>(d) Compensation The leave is unpaid. A unit member may elect, however, to use accrued paid leave (including, but not limited to, sick or vacation leave and compensatory time off) during the otherwise unpaid portion of the leave. The District may not require a unit member to use accrued paid leave during the otherwise unpaid portion of the leave. A unit member who is unable to perform her usual work because of illness or injury resulting from pregnancy, childbirth, or a related medical condition may be eligible to receive benefits through the State Disability Insurance program while she is on leave.</p> <p>(e) Benefits During the leave, a unit member will receive District-paid benefits at the same level as if the unit member were not on leave. A unit member will continue to accrue seniority during the leave period.</p> <p>(f) Transfer to Lighter Duty/Reasonable Accommodation</p>	<p>unit member is actually disabled. Four (4) months means the number of days the unit member normally would work within that four (4) month period.</p> <p>(2) A unit member who works fewer than five (5) days a week, or fewer than seven and one-half (7.5) hours per day, receives leave on a pro rata or proportional basis.</p> <p>(c) Intermittent Leave The leave may be taken intermittently or in a reduced work schedule when medically advisable, as verified by the health care provider of the unit member.</p> <p>(d) Compensation The leave is unpaid. A unit member may elect, however, to use accrued paid leave (including, but not limited to, sick or vacation leave and compensatory time off) during the otherwise unpaid portion of the leave. The District may not require a unit member to use accrued paid leave during the otherwise unpaid portion of the leave. A unit member who is unable to perform her usual work because of illness or injury resulting from pregnancy, childbirth, or a related medical condition may be eligible to receive benefits through the State Disability Insurance program while she is on leave.</p> <p>(e) Benefits During the leave, a unit member will receive District-paid benefits at the same level as if the unit member were not on leave. A unit member will continue to accrue seniority during the leave period.</p> <p>(f) Transfer to Lighter Duty/Reasonable Accommodation</p>	
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	<p>A unit member may request a transfer to a lighter-duty position (or to a less strenuous or hazardous position) or reasonable accommodation. Such requests shall be granted or denied in accordance with state law.</p> <p>(g) Notice A unit member must provide the District at least fifteen (15) days' advance notice before leave is expected to begin. If fifteen (15) days' advance notice is not practicable (for instance, because of a lack of knowledge of approximately when leave or transfer to lighter duty will be required to begin, a change in circumstances, or a medical emergency), notice must be given as soon as practicable.</p> <p>(h) Medical Certification of Need for Leave The District will require medical certification of the need for leave. The medical certificate should contain:</p> <ol style="list-style-type: none"> (1) The date on which the unit member became disabled due to pregnancy; (2) The probable duration of the period or periods of disability; and (3) An explanatory statement that because of the disability, the unit member is either unable to work at all or is unable to perform one (1) or more of the essential functions of her position without undue risk to herself, other persons, or her pregnancy. <p>(i) Release to Return to Work Prior to returning to work, a unit member shall obtain, and submit to the District, a written release from her health care provider</p>	<p>A unit member may request a transfer to a lighter-duty position (or to a less strenuous or hazardous position) or reasonable accommodation. Such requests shall be granted or denied in accordance with state law.</p> <p>(g) Notice A unit member must provide the District at least fifteen (15) days' advance notice before leave is expected to begin. If fifteen (15) days' advance notice is not practicable (for instance, because of a lack of knowledge of approximately when leave or transfer to lighter duty will be required to begin, a change in circumstances, or a medical emergency), notice must be given as soon as practicable.</p> <p>(h) Medical Certification of Need for Leave The District will require medical certification of the need for leave. The medical certificate should contain:</p> <ol style="list-style-type: none"> (1) The date on which the unit member became disabled due to pregnancy; (2) The probable duration of the period or periods of disability; and (3) An explanatory statement that because of the disability, the unit member is either unable to work at all or is unable to perform one (1) or more of the essential functions of her position without undue risk to herself, other persons, or her pregnancy. <p>(i) Release to Return to Work Prior to returning to work, a unit member shall obtain, and submit to the District, a written release from her health care provider to return to work.</p> <p>(j) Reinstatement</p>	
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	<p>to return to work.</p> <p>(j) Reinstatement A unit member will be reinstated in accordance with state law.</p>	A unit member will be reinstated in accordance with state law.	
U: 11.3.8 D: 11.1.12 Family Medical Leave	In addition to other leave sections of the contract, the District shall provide leave of absence to unit members in accordance with the State and the Family Leave Acts and as indicated below:	In addition to other leave sections of the contract, the District shall provide leave of absence to unit members in accordance with the State and the Family Leave Acts and as indicated below:	Agree.
D: 11.1.12 (a) Family Medical Leave	Agree.	The District shall provide each bargaining unit member with leave in accordance with State (Government Code section 12945.2) and/or Federal (PL 103-3) Family and Medical Leave Acts. A summary of the current provisions of these laws is available in the Human Resources Department.	Agree.
Family Medical Leave	<u>Eligible unit members shall be defined as within the Act, with the modification that any unit member in the Instructional Assistant/Paraprofessional or Office, Technical and Business Services unit who has worked 3412.5 hours in the preceding five years and 682.5 hours in the preceding twelve months shall also be determined an eligible unit member for the purposes of family leave and shall be provided the benefits set forth herein. This modification shall not apply to Operations and Support Services unit members.</u>	<u>For the duration of this agreement, IAP and OTBS unit members shall remain eligible for family medical leave in accordance with Article 11.3.8 of the previous BCCE collective bargaining agreement (July 1, 2010-June 30, 2011) and OSS unit members shall remain eligible for family medical leave according to Article 14.14 of the previous OSS collective bargaining agreement (July 1, 2010-June 30, 2011).</u>	Disagree.
U: 11.3.8 (b) D: 11.1.2 (c) Family Medical Leave	Unit members shall be entitled to utilize up to twelve work weeks of family leave in a twelve month period, either in consecutive or intermittent days, or partial days off. The twelve month period shall be calculated from the first day of the family care leave for this purpose.	Unit members shall be entitled to utilize up to twelve work weeks of family leave in a twelve month period, either in consecutive or intermittent days, or partial days off. The twelve month period shall be calculated from the first day of the family care leave for this purpose.	Agree.
U: 11.3.8 (c) Family Medical Leave	Family care leave may be used for any of the following reasons: Birth of the unit member's child, in order to care for the child, placement of a child with the unit member for foster care or in	Family care leave may be used for any of the following reasons: Birth of the unit member's child, in order to care for the child, placement of a child with the unit member for foster care or in	Agree.

	<p>connection with the unit member’s adoption, in order to care for the unit member’s child, parent, or spouse/domestic partner* with a serious health condition, because of the unit member’s own serious health condition which makes the unit member unable to perform the functions of his/her job. *(The criteria for domestic partner shall be the same as that used to determine eligibility for health benefits and shall be defined in Appendix G)</p> <p>Definitions:</p> <p>(1) Child means a biological, adopted or foster child, a stepchild, legal ward or a child for whom the unit member is standing in loco parentis as long as the child is under eighteen (18) years of age or an adult dependent child.</p> <p>(2) Parent means a biological, foster or adoptive parent, a stepparent, a legal Guardian or another person who stood in loco parentis to the unit member when the unit member was a child.</p> <p>(3) Serious health condition means an illness, injury, impairment or physical or mental condition that involves either (1) inpatient care in a hospital, hospice, or residential care facility, or (2) continuing treatment or continuing supervision by a health care provider.</p> <p>(4) Instructional unit member as defined in the Act shall pertain to a unit member whose principal function is to teach, and for the purposes of “duration of Leave” shall not apply to paraprofessional unit members.</p>	<p>connection with the unit member’s adoption, in order to care for the unit member’s child, parent, or spouse/domestic partner* with a serious health condition, because of the unit member’s own serious health condition which makes the unit member unable to perform the functions of his/her job. *(The criteria for domestic partner shall be the same as that used to determine eligibility for health benefits and shall be defined in Appendix G)</p> <p>Definitions:</p> <p>(1) Child means a biological, adopted or foster child, a stepchild, legal ward or a child for whom the unit member is standing in loco parentis as long as the child is under eighteen (18) years of age or an adult dependent child.</p> <p>(2) Parent means a biological, foster or adoptive parent, a stepparent, a legal Guardian or another person who stood in loco parentis to the unit member when the unit member was a child.</p> <p>(3) Serious health condition means an illness, injury, impairment or physical or mental condition that involves either (1) inpatient care in a hospital, hospice, or residential care facility, or (2) continuing treatment or continuing supervision by a health care provider.</p> <p>(4) Instructional unit member as defined in the Act shall pertain to a unit member whose principal function is to teach, and for the purposes of “duration of Leave” shall not apply to paraprofessional unit members.</p>	
U: 11.3.8 (h) Family Medical Leave	Reinstatement from leave: A unit member shall be reinstated in the same position and assignment he/she was assigned prior to the Family Care	Reinstatement from leave: A unit member shall be reinstated in the same position and assignment he/she was assigned prior to the Family Care	Agree.

	Leave. If such same assignment no longer exists due to bona fide elimination of such position, the unit member shall be assigned the same position/hours in accordance with applicable sections of this contractual agreement.	Leave. If such same assignment no longer exists due to bona fide elimination of such position, the unit member shall be assigned the same position/hours in accordance with applicable sections of this contractual agreement.	
D: 11.1.12 (h) Family Medical Leave	No.	[Agree to eliminate.]	Agree.
D: 11.1.12 (j) Family Medical Leave	It is understood that the Family leave is unpaid and may run concurrently with other paid leaves. However, pregnancy disability is governed by other provisions of this contract and state law.	It is understood that the Family leave is unpaid and may run concurrently with other paid leaves. However, pregnancy disability is governed by other provisions of this contract and state law.	Agree.
11.2.2 (g) Sick Leave	<p>Notice: In order to receive compensation while absent on sick leave, the unit member must notify the District accordingly.</p> <p>(1) Unit members holding positions or portions of positions which normally require substitutes must notify the Substitute Management System or his/her immediate supervisor no later than one (1) hour prior to the first working hour of the first day absent and in no case later than 8:00 a.m., unless conditions make notification impossible. The burden of proof shall be on the unit member.</p> <p>(2) Unit members holding positions which do not normally require substitutes shall notify the Substitute Management System no later than one (1) hour prior to the first working hour of the first day absent on the day shift, or three (3) hours prior to the start of the work day on the night shift, unless conditions make notification impossible. The burden of proof of impossible conditions shall be upon the unit member.</p>	<p>Notice: In order to receive compensation while absent on sick leave, the unit member must notify the District accordingly.</p> <p>(1) Unit members holding positions or portions of positions which normally require substitutes must notify the Substitute Management System or his/her immediate supervisor no later than one (1) hour prior to the first working hour of the first day absent and in no case later than 8:00 a.m., unless conditions make notification impossible. The burden of proof shall be on the unit member.</p> <p>(2) Unit members holding positions which do not normally require substitutes shall notify the Substitute Management System no later than one (1) hour prior to the first working hour of the first day absent on the day shift, or three (3) hours prior to the start of the work day on the night shift, unless conditions make notification impossible. The burden of proof of impossible conditions shall be upon the unit member.</p>	Agree.
11.2.9 (a) (4) Vacation Leave	Simplify contract by removing accrual rates for unit members employed on or before January 17, 1978	Simplify contract by removing accrual rates for unit members employed on or before January 17, 1978	Agree.

	from the main body of the contract and placing them in an appendix.	from the main body of the contract and placing them in an appendix.	
11.2.11 (m) Industrial Accident and Industrial Illness Leave	In addition to all other procedures set forth here or elsewhere pertaining to Workers' Compensation leave, if the need for the leave arises after the end of the unit member's work day but before the start of the following work day, the unit member must notify the District following the procedures described in section 11.2.2(g) of this Agreement.	In addition to all other procedures set forth here or elsewhere pertaining to Workers' Compensation leave, if the need for the leave arises after the end of the unit member's work day but before the start of the following work day, the unit member must notify the District following the procedures described in section 11.2.2(g) of this Agreement.	Agree.
11.3.4 (a) Leave of Absence for Study	A permanent unit member who has completed seven (7) consecutive years of service in regular status with the District shall be eligible to apply for a leave of absence for study purposes. The granting of such leave shall be entirely discretionary with the appointing authority. When a study leave has been authorized and taken, an additional seven (7) years of service, after return to duty from the last leave, must be completed before another study leave may be granted.	A permanent unit member who has completed seven (7) consecutive years of service in regular status with the District shall be eligible to apply for a leave of absence for study purposes. The granting of such leave shall be entirely discretionary with the appointing authority. When a study leave has been authorized and taken, an additional seven (7) years of service, after return to duty from the last leave, must be completed before another study leave may be granted.	Agree.
12.3.1 July 4th Provisions	Unit members who work fewer than twelve (12) months of the school year will be paid for July 4th if the number of unused vacation days paid out at the end of the school year pursuant to 11.2.9(i) carries the unit member through July 3. In that case, the unit member will be paid July 4th holiday pay at the unit member's regularly assigned School Year FTE.	Unit members who work fewer than twelve (12) months of the school year will be paid for July 4th if the number of unused vacation days paid out at the end of the school year pursuant to 11.2.9(i) carries the unit member through July 3. In that case, the unit member will be paid July 4th holiday pay at the unit member's regularly assigned School Year FTE.	Agree.
13.9 Suspended or Expelled Students	School Safety Officers shall receive the same notification provided to classroom teachers under Education Code section 49079 regarding students who have engaged in, or are reasonably suspected to have engaged in, acts that are grounds for suspension and/or expulsion.	School Safety Officers shall receive the same notification provided to classroom teachers under Education Code section 49079 regarding students who have engaged in, or are reasonably suspected to have engaged in, acts that are grounds for suspension and/or expulsion.	Agree.
17.1	A transfer is defined as a change in work location	A transfer is defined as a change in work location	Agree.

Definition (Transfer)	from one site or department to another site or department within a class.	from one site or department to another site or department within a class.	
17.2 Intent	It is the intent of this article to provide an equitable method of relocating staff with the objective of matching employee skills and interests with existing vacancies as well as meeting programmatic needs, and further, to provide a systematic means by which employees may relocate from one site to another.	It is the intent of this article to provide an equitable method of relocating staff with the objective of matching employee skills and interests with existing vacancies as well as meeting programmatic needs, and further, to provide a systematic means by which employees may relocate from one site to another.	Agree.
17.3 Posting (Transfer)	When a new position is created or an existing position becomes vacant, the District shall post the vacancy notice at all sites for not less than ten (10) working days. Unit members who are not full-year employees or unit members absent from duty for vacation or leave who wish to apply for transfer to a vacant position during the period of their absence may do so by submitting a self-addressed stamped envelope with current address to the Human Resources Department. The unit member shall be mailed a copy of the notice by first-class mail on the date the position is posted. If the absence dates change, it shall be the responsibility of the unit member to notify the Human Resources Department.	<u>A vacancy is when a new unit position is created or an existing position is to be filled through a posting.</u> When a new position is created or an existing position becomes vacant, <u>that the District intends to post</u> , the District shall post the vacancy notice at all sites for not less than ten (10) working days. Unit members who are not full-year employees or unit members absent from duty for vacation or leave who wish to apply for transfer to a vacant position during the period of their absence may do so by submitting a self-addressed stamped envelope with current address to the Human Resources Department. The unit member shall be mailed a copy of the notice by first-class mail on the date the position is posted. If the absence dates change, it shall be the responsibility of the unit member to notify the Human Resources Department.	Disagree.
17.6 Voluntary Transfer	Status Quo.	A transfer may occur at the request of a unit member. At the discretion of the District, by completing transfer forms, two or more unit members may request and be granted the opportunity to transfer positions with equal full time equivalency within a class when no vacancy exists. Such transfers shall not be denied by the District for punitive, arbitrary or capricious reasons. The District shall give the Union five (5)	Disagree.

		working days before the actual transfer takes place, unless such notice is during the summer, winter or spring break, which shall be seven (7) calendar days.	
17.6.1 Involuntary Transfer	The Superintendent or his/her designee may transfer a unit member (a) to meet student needs or (b) if the Superintendent or his/her designee reasonably believes the criteria set forth in Section 17.5 above cannot be met by the applicants for transfer, in which case the Superintendent or his/her designee may fill the vacancy through an eligibility list or may transfer a unit member on an involuntary basis. In the event the District makes a transfer pursuant to 17.6.1 and more than one (1) unit member at the affected site or department possesses the requisite skills and experience, then the unit member with the least seniority shall be transferred. A transfer to meet bilingual needs shall be governed by 17.6.1(b).	The Superintendent or his/her designee may transfer a unit member to (a) meet students' needs, including but not limited to those arising from an IEP or 504 plan, or (b) if the Superintendent or his/her designee reasonably believes the criteria set forth in Section 17.5 above cannot be met by the applicants for transfer, in which case the Superintendent or his/her designee may fill the vacancy through an eligibility list or transfer a unit member on an involuntary basis, provided such transfer is not punitive, arbitrary or capricious. In the event the District makes a transfer pursuant to this Article 17.6.1 and the District determines more than one unit member at the affected site or department possesses the requisite skills and experience, then the unit member with the least seniority shall be transferred.	Disagree.
17.9.2-17.9.6 Special Education Assignments	Current Contract Language.	Current Contract Language.	Agree.
18.1 Promotion	The goal of the District shall be to provide promotional opportunities to both permanent bargaining unit positions and limited term positions. When an outside applicant is selected over qualified promotional applicants, reasons for the District's decision to hire from the outside shall be given to applicants upon request.	The goal of the District shall be to provide promotional opportunities to both permanent bargaining unit positions and limited term positions. When an outside applicant is selected over qualified promotional applicants, reasons for the District's decision to hire from the outside shall be given to applicants upon request.	Agree.
18.4 Promotion	No.	Agree.	Agree.
20.6	The District will make reasonable efforts to	The District will make reasonable efforts to	Agree.

School Safety Officer Lockers	provide lockers or secure space for all School Safety Officers. The Union and the District will meet upon request to discuss the status of these improvements.	provide lockers or secure space for all School Safety Officers. The Union and the District will meet upon request to discuss the status of these improvements.	
21.9 Food Service Committee	Agree [to delete committee].	Agree [to delete committee].	Agree.
22.3 Day (Definitions)	Agree [not to have definition].	Agree [not to have definition].	Agree.
22.4 Designee (Definitions)	Agree [District withdraws previous proposal on item].	Agree [District withdraws previous proposal on item].	Agree.
22.5 Director of Classified Personnel (Definitions)	Status quo.	The Director of Classified Personnel or his/her designee.	Disagree.
22.12 Merit Rules (Definitions)	The Merit System Rules and Regulations for Classified Employees adopted by the Personnel Commission of the Berkeley Unified School District.	The Merit System Rules and Regulations for Classified Employees adopted by the Personnel Commission of the Berkeley Unified School District.	Agree.
22.21 Substitute Employee (Definitions)	An employee occupying a permanent position during the absence of the incumbent.	An employee occupying a permanent position during the absence of the incumbent.	Agree.
23.4 Guaranteed Minimums	Agree [CCL].	Agree [CCL].	Agree.
23.17 Transportation Yard Security, Evenings and Weekends	To ensure the safety of school bus drivers at times when there are no other transportation personnel on duty, it may be necessary to contact BUSD security when drivers are entering the yard on evenings and weekends. In such circumstances, when a reasonable and timely	To ensure the safety of school bus drivers at times when there are no other transportation personnel on duty, it may be necessary to contact BUSD security when drivers are entering the yard on evenings and weekends. In such circumstances, when a reasonable and timely	Agree.

	request is made by a driver, the Transportation Department will make a reasonable attempt to contact District security and request service. If the Transportation Department is closed and the driver is unable to contact anyone in the Transportation Department, the driver may notify District Security of his/her estimated arrival time at the Transportation yard. All parties understand that a request to Security does not guarantee service. This understanding does not authorize drivers to extend their work hours.	request is made by a driver, the Transportation Department will make a reasonable attempt to contact District security and request service. If the Transportation Department is closed and the driver is unable to contact anyone in the Transportation Department, the driver may notify District Security of his/her estimated arrival time at the Transportation yard. All parties understand that a request to Security does not guarantee service. This understanding does not authorize drivers to extend their work hours.	
27 Contracting Out	The District shall comply with Education Code section 45103.1 et. seq. regarding contracting out.	The District shall comply with Education Code section 45103.1 et. seq. regarding contracting out.	Agree.
Incorporation of prior understandings.	Prior tentative agreements, and documented pre-mediation agreements are incorporated herein.	Prior tentative agreements, and documented pre-mediation agreements are incorporated herein.	Agree.

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