

APPENDIX K

BHUSD/BHEA RELATIONS

Amendment to Article I

The parties agree to amend Article 1, Recognition, of the Collective Bargaining Agreement, at the end of Section 1, by adding the following: “When any new certificated position not listed above is created, the parties will negotiate regarding proper unit replacement, upon request.”

The parties agree to bargain, upon request, prior to transferring work performed by a member of the bargaining unit out of the bargaining unit.

New Programs

When the District is considering the adoption or implementation of a new K-12 instructional program, the District shall:

- a) Inform BHEA in writing of its intent, including timelines; and
- b) Provide relevant and necessary information requested by the BHEA President or designee in a time and manner reasonably calculated to allow BHEA to provide input into the development of the program; and
- c) Provide a reasonable opportunity to request bargaining regarding the program, and reasonably foreseeable impact and effect on matters within the scope of bargaining, and/or to consult regarding matters within BHEA’s right to consult under EERA.

Educational Employment Relations Act (EERA) Training

As a method of better educating its administrators, as well as making sure that BHEA and the District are consistent with one another on various labor relations issues, every other year commencing in or about October 2009, the District will train all administrators, managers, and supervisors of certificated employees on EERA and contract rights. This training will be jointly conducted by a District representative chosen by the District, along with a CTA lawyer/representative selected by the BHEA President, at a mutually acceptable time and location. Each party shall be responsible for its own costs. This training shall cover the issues of: Interference; Retaliation; Association vs. District Rights, among other topics jointly agreed to by the presenters.

Requests for Information

The parties recognize that BHEA has a right under EERA to receive in a timely fashion all information that is necessary and relevant to the performance of its duties as the exclusive representative. In order to facilitate this process, the parties agree to the following protocol for handling EERA requests for information:

- a) BHEA will formally notify the District, through its Director, Human Resources that BHEA has a formal request for information under the EERA. This request shall be in writing, come from the BHEA President or designee only, state the reason(s) for the need for information under the EERA and include a requested date of delivery of the information.

- b) Upon receipt of a request, the District will provide BHEA within 5 working days, through its President or designee, an initial written acknowledgement of receipt and a delivery date for the requested information unless such information cannot be provided at that time. If clarification is needed as to the request, the District shall so state in this initial correspondence;
- c) A request for a statutory or procedural basis for taking an action against an employee is a valid EERA information request (for example, provision of the contract, Education Code, Board of Education policy, or other statute).
- d) The District shall then provide the documents/information requested unless the District cannot provide the information at that time. In those circumstances, the District shall provide BHEA a written explanation.

BHEA Representation

The parties agree that a unit member required to meet with the District is entitled to BHEA representation in either an investigatory meeting that the unit member reasonably believes could result in discipline or in other special, "highly unusual circumstances." BHEA has the right to fully participate in such meetings. However, BHEA acknowledges that such rights are not unfettered. For example, BHEA representatives are not entitled to represent members in "ordinary shopfloor" conversations. In addition, BHEA representatives will not disrupt meetings in which they have a right to participate.

Interference

The District will not implicitly or explicitly make any threats of reprisal to BHEA unit members for communicating with BHEA or participating in BHEA activities.

Communication

It is understood by the parties that communication on matters of interest and concern is a valuable and integral part of positive employer-employee relations. Accordingly, the District acknowledges and agrees to continue to observe its "open door" practice in meeting with the BHEA President and/or designees at all levels (from Superintendent to Site/Department Supervisors) as relevant under the circumstances.