

Tentative Agreement BUSD/CSEA Negotiations July 27, 2020

ARTICLE 3 – DEFINITIONS Change Due to AB 1353

DEFINITIONS: For the purpose of this Agreement, the following shall be the definitions:

- 3-A CLASS**
A classification.
- 3-B CLASSIFICATION**
A specific job title.
- 3-C DAY**
Unless defined elsewhere in this Agreement, a day is defined as a day that the school district office is open for business.
- 3-D EMPLOYEE**
Member of the bargaining unit.
- 3-E SUPERVISOR**
An individual responsible for supervision, direction of work, evaluations, discipline and resolution of the first level grievances who shall not be a member of this or the certificated bargaining unit.
- 3-F PERMANENT**
An employee who has completed probation in her/his first position in the District.
- 3-G PROBATIONARY**
An employee who has not completed the first ~~nine (9)~~ **six (6) months or 130 days of paid service whichever is longer** of employment after his/her initial hire.
- 3-H SUBSTITUTE**
A non-unit worker who temporarily replaces an employee who temporarily vacates a position.
- 3-I TEMPORARY**
A temporary employee is one hired for no more than sixty (60) consecutive workdays to cover the interim between an employee vacating his/her position and the replacement being hired.



Andre Finn, President
President - CSEA Chapter 1069

7/27/2020
Date Signed



Khushwinder Gill
Assistant Superintendent - Human Resources Date Signed

7/27/2020
Date Signed

Tentative Agreement BUSD/CSEA Negotiations July 27, 2020

ARTICLE 6 - EMPLOYEE RIGHTS due to change in definition word probationary

6-A PERSONNEL FILES

- 6-A.1 The District shall not initiate any disciplinary action against an employee based upon materials which, at the time such action is initiated, are not contained in such employee's personnel file. Any information coming to the District's attention after such disciplinary action is initiated, which pertains to such disciplinary action, shall first be placed in the employee's personnel file, pursuant to this Article, before such information may be used by the District in such disciplinary action.
- 6-A.2 Prior to taking final action on such disciplinary matter, the District shall serve the employee with a copy of all such materials or information.
- 6-A.3 Employees shall be provided with a written copy of any material five (5) workdays prior to its placement in the personnel file. If an employee objects to the content of the material, he/she shall have the opportunity to meet with the Human Resources administrator to review the contents. At such time, the employee shall have the opportunity to prepare written comments to be attached to the material prior to its placement in the personnel file. Such a review shall take place during the normal business hours, and the employee shall be released from duty for this purpose without salary reduction.
- 6-A.4 An employee shall have the right at mutually convenient times to examine and/or obtain one copy of any material from the employee's personnel file. The materials reviewed shall remain with the file. The employee shall have the right to review his/her personnel file in private. Said guarantee shall not preclude the presence of one staff member of the Human Resources Department during the review, but shall ensure the employee's ability to maintain privacy.
- 6-A.5 Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which the material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.
- 6-A.6 Access to personnel files shall be restricted to those individuals authorized by the Human Resources administrator or his/her designee. All individuals who review the file shall sign and date their review on a form provided for that purpose which shall be contained in the file.

6-B PERFORMANCE EVALUATION

6-B.1 Purpose: Performance evaluation is an ongoing process whose purpose is to review an employee's job performance and to make suggestions for improvement in appropriate areas.

6-B.2 The employee's immediate supervisor shall be the individual responsible for preparing his/her performance evaluation.

All regular unit members shall be evaluated in accordance with the following schedule:

- a. Probationary employees: twice during the probationary period as defined in Article 3-G, which is 9 months
- b. Permanent employees: at least once every 2 years

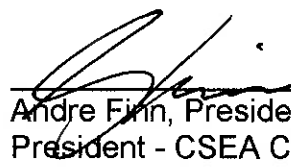
6-B.3 Each immediate supervisor under whom a permanent employee has served for three (3) calendar months or more during any rating period shall provide a performance evaluation.

6-B.4 All employee performance evaluations must be completed on the appropriate form based on employee's job classification designed for this purpose as included in Appendix C.

6-B.5 The evaluator shall present the performance evaluation report to the employee and shall discuss it with him/her. The evaluation form shall be signed by the employee to indicate receipt, and he/she shall be given a signed copy. The signature of the employee does not imply agreement with the evaluation. When an employee receives an overall 'Needs to Improve' rating, the employee must receive an 'Improvement Plan' on the form included in Appendix C from the evaluator within 15 work days after the evaluation. Improvement Plan is not a disciplinary action. The Human Resources administrator shall review and sign the evaluation form prior to its placement in the file.

6-B.6 When an incident occurs during the course of the work year that is likely to result in a negative rating on an evaluation, it shall be brought to the attention of the employee at the time of its occurrence. This shall not preclude the District from placing a memorandum pertaining to such incident in the employee's personnel file, pursuant to the provisions of this Article.


During the 2017-2018 school year, the parties agree to form a joint committee comprised of up to three (3) Association members and three (3) District management employees for the purpose of exploring and considering performance evaluation forms that more accurately reflects job duties and responsibilities.



Andre Firin, President
President - CSEA Chapter 1069

7/27/2020

Date Signed



Khushwinder Gill
Assistant Superintendent - Human Resources Date Signed

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ARTICLE 9 - PAY AND ALLOWANCES

9-A.1 REGULAR RATE OF PAY

Bargaining unit employees shall be paid in accordance with the attached salary schedule. (Appendix A) The salary schedule lists each job classification and the monthly and hourly salaries to be paid to employees in each classification. The attached salary schedule is based upon an eight (8) hour workday, forty (40) hour workweek. Employees working fewer than eight (8) hours per day or forty (40) hours per week shall be paid on an hourly basis.

For the 2019-20 ~~2020-21~~ school year there shall be a ~~3.0%~~ **2.5%** ongoing increase to the Classified Salary Schedule effective July 1, 2019 ~~2020~~.

~~BUSD and CSEA agree to mutually explore with the intent to develop a comprehensive system of a fair share formula prior to starting 2019-20 negotiations.~~

Should any bargaining unit receive higher **total** compensation, such compensation shall also apply to all CSEA represented classifications as well for 2019-20 ~~2020-21~~.

9-A.2 Each new bargaining unit employee shall be advanced to the next higher salary step on July 1 after the successful completion of a minimum of ~~one third (1/3)~~ **one half (1/2)** of the probationary period. July 1 shall become the employee's salary anniversary date. Thereafter, the employee shall receive an additional step increase each year of his/her salary anniversary date. The definition of probationary period is **defined in Article 3-G** ~~the completion of nine months in a classification.~~

9-A.3 The following guidelines shall be observed in salary placement for newly hired employees:

- a. The highest step where employees can be placed is Step 4 within their classification based on the following:
 - i. Similar experience acquired in our district shall receive year for year credit.
 - ii. Similar experience acquired in another school district shall receive one (1) year for each two (2) years of experience.
 - iii. Substitute time acquired only in our district based on a minimum of 135 days worked shall receive one (1) year of credit.
- b. The District may waive Section a, or its subsections, after communicating its rationale to the Union. If, on July 1st following the date of hire the new employee has worked for a minimum of three (3) months, his/her performance will be evaluated, and he/she may advance to the next step in accordance with his/her prior experience. Such advancement shall be made only for prior

experience in a comparable position. The performance of the employee and the recommendation of the supervisor shall be considered in deciding whether or not to so advance the employee. Neither the decision of the District to advance or not advance the employee, nor to initially place the employee at any particular step, nor the evaluation or consideration by the District of such employee's performance, shall be subject to the grievance procedure of this Agreement.

9-A.4 Part-time and hourly rate employees shall be governed by the same rules as apply to the regular monthly employees.

9-A.5 Only those years in which the employee has been compensated for at least 50% of the working days in the year will count towards a salary adjustment.

9-A.6 SUBSTITUTE RATES FOR REGULAR EMPLOYEES

- a. Regular employees who choose to substitute in a higher classification shall be paid at the prevailing substitute rate (Step 1) for that position or their regular rate of pay, whichever is higher.
- b. Regular employees who choose to substitute in their same classification or a lower classification shall be paid at their regular rate of pay.

9-A.7 Regular employees who are also hired as Student Supervision Aides, on a permanent basis, shall be paid the higher of the rates of pay for all hours worked.

9-B PAYCHECKS

All regular paychecks of the employees in the bargaining unit shall be itemized to include all deductions.

9-C FREQUENCY

All employees in the bargaining unit shall be paid once per month on or before the last working day of the month. Less than 12 month employees have the option of up to 12 equal paychecks.

9-D PAYROLL ERRORS

Any payroll error shall be corrected within five (5) working days after the District learns of the error. If the error results in payment to the employee of an amount which is less than that to which he/she is entitled, a statement of correction and a supplemental payment in the form of a cash advance from the Revolving Fund shall be issued to the employee. The payroll correction will then be made on the next regular scheduled payroll to include the payment of any additional amounts due, less the cash advance given. If the error has resulted in payment to the employee of an amount which is greater than the amount to which he/she is entitled, the District shall be authorized to recover such overpayment. Such recovery shall be by way of payroll deductions from the employee's paychecks, until the entire overpayment has been recovered by the District, in amounts of not more than 25% of the gross earnings stated on the paycheck stub.

9-E OVERTIME

Overtime pay taken in cash shall be paid on the payday for the period worked, or not later than the following payday, if calculations prevent payment at the end of the period worked.

9-F LOST CHECKS

Any paycheck for an employee in the bargaining unit which is lost after receipt or which is not delivered within five (5) days of mailing, if mailed, shall be replaced as soon as the County processes said check.

9-G PROMOTION

An employee who is promoted to a higher classification shall be placed on the lowest step of the new range, which will give him/her at least a 5% increase in salary. He/she shall receive this higher salary on the first day he/she shall assume his/her new duties. He/she shall receive his/her future increments on his/her salary anniversary date.

In no case will the employee being promoted be given less credit for experience for salary schedule placement than would have been granted to an outside candidate under section 9-A.3.

9-H MILEAGE

Employees who are required to use their vehicles on District business shall be reimbursed by the District at the IRS-approved rate, for all miles driven on behalf of the District.

9-I MEALS

Any employee in the bargaining unit who, as a result of work assignment, must have meals away from the District shall be reimbursed for the full, reasonable cost of the meal with the prior approval of the supervisor and in accordance with Board policy.

9-J.1 LONGEVITY PAY

A member of the bargaining unit who has completed ten (10) years service, based on his/her salary anniversary date in the district, shall receive a 3% increase computed on the base pay as a longevity increment

9-J.2 A member of the bargaining unit who has completed twelve (12) years of service, based upon his/her salary anniversary date, shall receive a 4% increase computed on the base pay as a longevity increment.

9-J.3 A member of the bargaining unit who has completed fourteen (14) years of service, based upon his/her salary anniversary date, shall receive a 5% increase computed on the base pay as a longevity increment.

9-J.4 A member of the bargaining unit who has completed sixteen (16) years of service, based upon his/her salary anniversary date, shall receive a 6% increase computed on the base pay as a longevity increment.

9-J.5 A member of the bargaining unit who has completed eighteen (18) years of service, based upon his/her salary anniversary date, shall receive a 7% increase computed on the base pay as a longevity increment.

9-K NIGHT SHIFT PREMIUM

Any employee who regularly works a night shift that ends after 7:00 p.m. in a class that also has a day shift shall be paid a premium of three (3%) percent of his/her base monthly pay for each month so worked.

9-L HERBICIDE/PESTICIDE COMPENSATION

Employees required by the District to be certified by the State in the use of herbicides shall receive a premium of four (4%) percent of his/her base monthly salary. Only employees so certified will be asked to perform this duty.

9-M SAFETY COMPENSATION

An employee who is assigned to work on the football field light poles shall receive a stipend of three percent (3%) of his/her base salary for each year in which these duties are assigned.

9-N HEAD PERMIT TEACHER

The District will designate one or more permit teachers as "Head Permit Teacher". The duties of a Head Permit Teacher may include but are not limited to will be to assisting with in the development of the daily schedule of the Child Care Program, and to provide providing assistance in the implementation of the curriculum and the management of employee absences. ~~This person will receive a 2.25% stipend based on current base salary.~~ Head Permit Teacher position shall be paid at Range 41 of the CSEA Salary Schedule which is a 2.25% increase over the Permit Teacher position.

9-O SPLIT SHIFT DIFFERENTIAL

Employees whose services within the same classification include more than one (1) hour of unpaid time per day between work periods, shall be paid a stipend of four percent (4%) of base pay for each day on which this occurs.

9-P.1 OUT OF CLASS ASSIGNMENTS

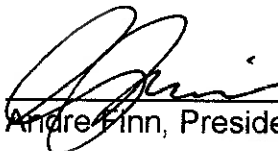
Any bargaining unit employee who has been assigned for 25% or more of his/her shift, to perform duties of a higher classification which are not related to his/her job description, shall have his/her salary adjusted upward in the following manner:

9-P.2 HIGHER CLASSIFICATION

An employee shall be entitled to pay in a higher classification when he/she is assigned to work in the higher classification for 3 or more days in a 15 day period, or for 2 or more consecutive complete shifts.

9-P.3 The employee's compensation for such out of class duties shall be at the same step as currently received by the employee, but in no event less than a five (5%) percent increase.

9-P.4 Any bargaining unit employee assigned duties outside the bargaining unit shall receive the first step of that assignment or the step that ensures at least a 7.5% increase, whichever is greater, beginning on the first day of assignment. Such duties must be assigned in writing to the employee by a District administrator in advance of their being worked.



Andre Fynn, President - CSEA Unit #1069

7/27/2020

Date Signed



Khushwinder Gill, Assistant Superintendent - Human Resources

7/27/2020

Date Signed

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ARTICLE 10 - HEALTH AND WELFARE BENEFITS

10-A EMPLOYEE AND DEPENDENT INSURANCE COVERAGE

- 10-A.1 A medical cap contribution shall be paid by the District at a cost of not more than ~~\$733~~ **\$771** per month per employee working 35 or more hours per week.
- 10-A.2 Employees working less than 35 hours per week shall have those benefits prorated on the basis their hours bear to eight (8) hours per day or 40 hours per week.

10-B DENTAL SERVICE

Dental insurance shall be paid in full for employee and dependents for those employees working 35 hours or more per week. Employees working less than 35 hours per week shall have those benefits prorated on the basis their hours bear to eight (8) hours or 40 hours per week. The plan will pay a maximum of \$2,000 per year per person with diagnostic and preventative (D&P) for covered services, with dual coverage for married couples employed by the District.

10-C VISION SERVICE

- a. Reimbursement of enrolled employees and their dependents shall be two hundred (\$200) for eyewear (glasses or contacts) purchased every twenty-four (24) months from the most recent date of purchase. Original receipt must be submitted to the Human Resources department within ninety (90) calendar days for reimbursement.
- b. For any medical plan that does not include any contribution for eye exams, coverage shall be by means of reimbursement from the district upon proof of completed exam. Reimbursement shall be up to \$130.00 every 24 months.

10-D CASH BENEFIT IN LIEU OF MEDICAL COVERAGE

Unit members employed for four hours or more per day shall be eligible for the following benefit. Employees working less than eight hours per day shall receive this benefit on a prorated basis: Upon presentation of proof that a unit member has health insurance, the District shall pay a sum of two hundred dollars (\$200.00) per month in lieu of health benefit coverage. This benefit shall only be available to unit members who elected cash-in-lieu prior to August 1, 2006 and shall not be available to any employee who opts out following that date.

10-E.1 BENEFIT PAYMENT

All unit members shall have the District's contribution to benefits paid for twelve months a year regardless of the length of the work year.

10-E.2 Retired unit members may continue, uninterrupted, to receive medical and dental benefits with the same carrier, through the group plan, at their own expense, subject to any stipulations relative to such coverage on the part of PERS and/or the group carrier.

10-E.3 Unit members, their dependents and/or their former dependents who lose benefit coverage under this Article shall be entitled to purchase the same programs as are available to other employees for the period prescribed in the Consolidated Omnibus Reconciliation Act (COBRA). The cost to individuals exercising this right shall be no more than 102% of the premium set by the provider. The District shall be responsible for notifying all affected individuals of their rights under this Section and the C.O.B.R.A. amendments to the Public Health and Safety Code.

10-F 125 PLAN

Bargaining unit members are eligible for participation in the IRC Section 125 Plan.

10-G RETIREMENT MEDICAL PROGRAM

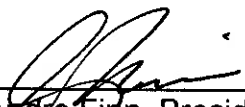
Unit members who retire with PERS or STRS with fifteen (15) years of service with the District, based on date of hire in the District with four (4) hours or more, shall be eligible for medical benefits. If a retiree lives outside the service area for a district provider, the District will provide a monetary benefit equal to the current single rate, not to exceed the District contribution as provided for in Article 10A.1 and 10-A.2, with verification of coverage. The district will provide the benefit for a maximum of five (5) years or until the unit member becomes eligible for Medicare, whichever shall occur first.

The District shall use the single subscriber rate identified in the designated Low Plan as the basis for calculating its contribution for Kaiser-Low enrollees and the single subscriber rate identified for the High Plan as the basis for calculating its contribution on behalf of designated High Plan, not to exceed the District contribution as provided for in Article 10, Sections 10-A.1 and 10-A.2.

Years to Medicare Eligibility	District Contribution
3 or less	100%
4	75%
5 or more	60%

10-H MATCHING FUNDS REQUEST

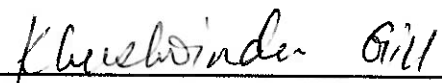
Effective as soon as practical after September 1, 1999, unit members assigned more than twenty (20) hours per week may elect to have funds deducted from their pay and placed in an approved defined contribution plan. The employer will match these contributions on a dollar for dollar basis up to a maximum to ten (\$10) dollars per month. Employees assigned twenty (20) or fewer hours may participate in the program with the maximum employer's matching contribution not exceeding five (\$5) dollars per month.



Andre Finn, President
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Khushwinder Gill
Assistant Superintendent - Human Resources Date Signed

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ARTICLE 13 - HOURS AND OVERTIME

13-A.1 WORK WEEK

The work week shall consist of five (5) consecutive days, Monday through Friday. This Article shall not restrict the District's right to extend the regular work week or work day when it is deemed necessary to carry on the business of the District on an overtime basis, subject to the employee's right to refuse overtime.

- 13-A.2 Members of the bargaining unit who are employed during recesses may, with the approval of the Superintendent or his/her designee, amend the workweek to not less than four (4) days, provided such employees work the total number of hours per week for which they are assigned.

13-B WORK DAY

The length of the work day shall be designated by the District for each classified employee in accordance with the provisions set forth in this Agreement. Each bargaining unit position shall be assigned a regular minimum number of hours. Once such hours have been assigned they shall not subsequently be reduced, except as negotiated. Employees must be on site ready to work at the beginning of their shift.

13-C INCREASE IN ASSIGNED TIME

Employees working less than eight (8) hour days who are required to extend their regular work day by thirty (30) minutes or more for twenty (20) consecutive working days shall have their work day altered to reflect the longer hours in order that they may receive fringe benefits as provided elsewhere in this Agreement on a properly prorated basis.

13-D INCREASE IN HOURS

In cases where the work days for existing permanent positions of less than eight (8) hours per day are to be increased, the longer work day shall be offered to the most qualified senior employee within that school or department. Should he/she decline the offered position, it shall be offered to the next qualified senior employee within that department or school. The District shall discuss with the Association the impact of adding new positions prior to adding them.

13-E LUNCH PERIODS

All employees covered by this Agreement shall be entitled to an uninterrupted unpaid lunch period. The length of time for such lunch period shall be no less than one-half (1/2) hour and no greater than one (1) hour at a reasonable time around the middle of the work day, and may be extended with the prior approval of the immediate supervisor. The lunch period shall be taken by employees who

work five (5) or more hours per day. Those employees who work less than five (5) hours per day shall not be required to take a lunch period. The exceptions to this Section are the Food Service employees who may take their lunch periods any time during their shift with the approval of their immediate supervisor and swing shift custodians required to remain on-site during their full shifts. Should an emergency interrupt this time, the lost time shall be granted the employee at the end of his/her lunch period.

13-F REST PERIODS

All bargaining unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period, at the rate of ten (10) minutes per four (4) hours' work. Employees working three (3) hours or more consecutively per day shall be entitled to at least one (1) rest period as close to the middle of the work period as possible. The rest period shall be scheduled at the mutual consent of the employee and the supervisor.

Rest periods are part of the regular workday and shall be compensated at the regular rate of pay for the employee.

13-G NIGHT SHIFT

For employees working full time on a night shift, the hours shall be eight (8) hours per day, thirty (30) minutes of which shall be a paid lunch period, taken on site. A night shift is a shift that ends after 7:00 p.m.

13-H.1 OVERTIME

Extra work hours must be pre-authorized by the employer (supervisor or designee) in advance. An employee shall be paid time and one-half (1-1/2 x) for hours which he/she is suffered or permitted to work in excess of eight (8) hours per day, or in excess of forty (40) hours per work week of five (5) days. Employees asked to work on a holiday for which they qualify for pay shall receive pay for the holiday plus time and one-half (1-1/2 x) for time worked. Employees who work less than eight (8) hours per day or forty (40) hours per week, but more than an average of four (4) hours per day, who are required to work on a sixth and seventh consecutive day shall be compensated for the additional hours at the time and one-half (1-1/2 x) rate; however, any employee having an average work day of less than four (4) hours during the work week shall receive time and one-half (1-1/2 x) only if required to work on the seventh day.

13-H.2 In accordance with the provisions of the Fair Labor Standards Act, no employee may accumulate more than 240 hours of compensatory time off with respect to overtime hours worked. Upon reaching the 240 hours level, the employee shall, for all overtime earned thereafter, be paid.

- Custodians working overtime at work sites other than their assigned work site shall be paid at the appropriate rate of pay and shall not be eligible for compensatory time.

Employees working overtime for District construction projects and custodians accruing overtime at district facilities other than at their regularly assigned work site will be paid at the appropriate rate of pay and shall not be eligible for compensatory time.

The use of compensatory time must be approved in advance of its use by the employee's supervisor. It could be used with the mutual agreement between the supervisor and the employee. Compensatory time shall be taken within twelve (12) months of being accrued.

At the end of the fiscal year, the District shall pay unit members in cash for accrued compensatory time which has not been used within twelve (12) months of being accrued.

Any accrued, unused compensatory time upon separation of employment shall be paid to the unit member at the rate of pay in their last regular assignment.

- 13-H.3 Overtime may be assigned to an employee as an extension of his/her regular shift. Overtime that is scheduled in advance shall be scheduled on a rotating basis starting with the employee currently holding the position and/or shift, and then moving to the most senior qualified employee at each site and within each department. If there are not enough senior employees willing to work overtime, the overtime shall be assigned on a reverse seniority basis to those employees qualified to perform the task.
- 13-H.4 Any employee shall have the right to reject any offer or request for overtime or callback except when the supervisor informs the employee that the work to be done is necessary to avoid imminent damage to or loss of District facilities, equipment, or buildings, to ensure the safety of students or staff on District property.
- 13-H.5 For emergency custodial overtime work, employees shall be called for the job from the voluntary lists developed by the Director of Maintenance, Operations and Facilities in the following order: site custodians on a rotational basis, then maintenance, grounds and warehouse personnel on a rotational basis.
- 13-H.6 For same-day substitute overtime, employees shall be called for the job from voluntary rotational lists developed by the Director of Maintenance, Operations and Facilities in the following order: employees on site, "rovers", and maintenance, grounds and warehouse personnel.
- 13-H.7 For scheduled or emergency maintenance overtime, employees shall be called for the job in the following order: employees currently working on the job or project, most senior employee qualified, and a rotating list when specialty is not required.

13-H.8 For alarm calls, the first responder shall be called from a list developed by the Supervisor of Maintenance and Operations and shall include site employees limited to their own sites and any maintenance, grounds, and warehouse unit members who qualify. Employees who reside more than ten (10) miles outside of Benicia shall be called as a last resort. This section shall not limit management from also responding to alarm calls.

13-H.9 All overtime lists shall be on a voluntary, rotational, and seniority basis, except for the alarm call list. Employees turning down overtime requests five times in the school year shall become ineligible for overtime in that school year. Copies of such lists shall be sent to the CSEA President upon request. Overtime Lists shall be reviewed with CSEA and updated at the beginning of each school year.

13-I CALLBACK

In the event an employee is required to physically return to their work site or a meeting/event location for work after his/her regular work day or work week, he/she shall be paid for a minimum of two (2) hours per call or meeting/event. In the event an employee is required to attend a virtual meeting after his/her regular work day or work week, he/she shall be paid for the duration of the meeting. Full time employees shall receive overtime compensation at the rate of time and one-half (1-1/2 x). Part-time employees, working less than eight (8) hours per day, shall receive their regular salary schedule. Child Development Unit employees are required to attend monthly evening staff meetings.

13-J TEMPORARY SHIFT CHANGE


The District, when it deems a shift change to be necessary, may change an employee's shift upon 48 hours notice to the employee. Such shift change shall be effective for a period of not more than ninety (90) working days. In the event such notice is not possible, an employee who has his/her shift changed shall receive pay at the rate of time and one-half (1-1/2 x) of his/her regular salary for the number of hours worked over eight (8) hours in a twenty-four (24) hour period.

13-K HOURS WORKED

For the purpose of computing the number of hours worked, all time during which an employee is in paid status shall be construed as hours worked.

13-L CHANGE IN WORK DAY

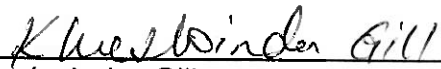
Once the length of the work day, including beginning and ending times, has been established, it shall not be changed except pursuant to meeting and negotiating; provided, however, that any change in the initially-established beginning and ending times of an hour or less may be implemented by the District without negotiations upon two (2) days notice to the affected employee and the Union.



Andre Finn, President
President - CSEA Chapter 1069

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Khushwinder Gill
Assistant Superintendent - Human Resources Date Signed

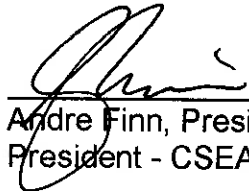
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Tentative Agreement BUSD/CSEA Negotiations July 27, 2020

ARTICLE 27 – DURATION


- 27-A The duration of this contract shall be from July 1, 2017 2020 and continue through June 30, 2020 2023.
- 27-6 The parties agree that negotiations for 2017-2018 and 2018-2019 2020-21 are closed. The parties further agree that salary and benefits (Articles 9 and 10) shall be automatic reopeners and up to one (1) additional article per party may be reopened before the 2019-2020 2021-22 school year.



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Khushwinder Gill
Assistant Superintendent - Human Resources Date Signed

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