

CSEA \* BUSD

2022-2023 Tentative Agreement

- Article 9 - Pay and Allowances
- Article 10 - Health and Welfare Benefits

**BUSD CSEA Tentative Agreement May 24, 2022**  
**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.

~~**Pending adoption by the State of California of a 2021-22 state budget with a Cost of Living Adjustment (COLA) applied to the Local Control Funding Formula (LCFF) within a range of 4.57% and 5.57%, for the 2021-22 school year there shall be a 4.7% ongoing increase to the CSEA Ch#1096 unit members' salary schedule per attached salary schedule. The percentage increase shall apply equally to all steps and columns of the salary schedule that are linked to the salary schedule effective July 1, 2021. If the state adopts a 2021-22 state budget with an LCFF COLA that is less than 4.57% or more than 5.57%, then both parties shall meet to renegotiate.**~~

For the ~~2021-22~~ **2022-23** school year there shall be a ~~5.3%~~ **6.56%** ongoing increase to the Classified Salary Schedule effective July 1, ~~2021~~**2**.

Should any bargaining unit receive higher total compensation, such compensation shall also apply to all CSEA represented classifications as well for ~~2022-23~~ **2021-22**.

~~**Range 20 is being eliminated and range 24 is being added to meet the \$15 minimum wage requirement. Current employees with positions at range 20 shall automatically be moved to range 24 at their next step.**~~

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 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 #-G 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 of 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. Anniversary date is calculated based on continued service in the District. If an employee leaves and is rehired at a future date in the District, longevity shall be calculated based on the new anniversary date.

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 assisting with the development of the daily schedule of the Child Care Program, providing assistance in the implementation of the curriculum and the management of employee absences. 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.

[Signature]  
CSEA#1096 President

5-24-22  
Date

[Signature]  
BUSD Representative

5/24/22  
Date

[Signature]

5/24/22

Lab. Relations Rep.  
Mac McClaran

[Signature]  
Loni Burke

5/24/22

5/24/22

[Signature]  
Karin Mendicino

5/24/22

[Signature]  
Audre Fin

5/24/22

**BUSD CSEA 05/24/2022 Tentative Agreement**  
**ARTICLE 10 - HEALTH AND WELFARE BENEFITS**

**10-A EMPLOYEE AND DEPENDENT INSURANCE COVERAGE**

10-A.1 The District contribution to the medical benefits premium shall be increased by ~~0.6%~~ **\$73** per month effective October 1, 2024~~2~~. The District contribution to the medical benefits premium shall be equal to the ~~2021-22~~ **2022-23** amount of Kaiser Low for the employee only effective October 1, 2024~~2~~. In no instance shall a unit member be entitled to the difference between the cost of their medical benefits and the medical benefit cap if their benefit plan costs less than the current medical benefit cap.

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.

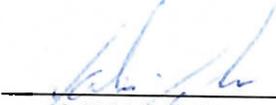
The District shall use the single subscriber rate identified in the designated Low Plan as the basis for calculating its contribution for Kaiser-Low enrollees and the single subscriber rate identified for the High Plan as the basis for calculating its contribution on behalf of designated High Plan, not 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%

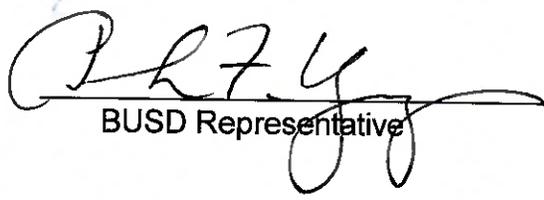
**10-H MATCHING FUNDS REQUEST**

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.

  
CSEA#1096 President

5-24-22  
Date

  
BUSD Representative

5/24/22  
Date

  
Mac McClaran, Labor Relations  
Rep.

5/24/22

Loeki Buzentff

5/24/22



5/24/22

Karin Mendiola

5/24/22

Andree Finn

5/24/22