

BUSD/ Local 21 Negotiations  
6.11.2018  
Negotiations Ground Rules

1. The Union and Management agree to negotiate in good faith and to do so only with the other's chief spokesperson. Ideas and comments presented at the negotiating table will not be considered formal proposals or counter-proposals unless specified by the lead spokespersons and reduced to writing.
2. Meeting will be scheduled at mutually agreed upon dates and times. Either party with a need to reschedule or cancel a meeting will do so through the chief spokesperson at the earliest opportunity.
3. The District will provide paid release time for Local 21 bargaining team members. Union bargaining team members are expected to notify their supervisors in advance of absences from work due to negotiations related activities. Other employee representatives who have special information may attend negotiating sessions with prior notice to the District's chief spokesperson and when such employee participation would not interfere with District operations.
4. During scheduled negotiations sessions parties may caucus as needed. Union representatives will be provided reasonable use of copier, and wireless network.
5. All proposals and counter proposals will be in writing and agreements will be dated and signed by chief spokesperson. Tentative agreements will be reduced to writing and signed by the chief spokespersons.
6. The parties will present all initial proposals by the end of the sixth bargaining session. Absent the mutual agreement of the parties, additional issues may not be brought to the table following that session.
7. All information requests shall be in writing. Documents generated in response to information requests shall be provided electronically. The District shall provide one hard copy when practicable.
8. All agreements are tentative pending agreements on all issues and ratification by the Union membership and the District School Board.
9. When the final tentative agreement is reached, both parties will recommend it to their respective principles.

*Evelyn Townsend Bay*

*BUSD Asst. Supt. HR 6/11/18*

*Attorney for BUSD*

*MT M* 6-11-18

*6/11/18*

*TATEC Martinez Admin. Manager*

6/11/18

## Article VIII. COMPENSATION

20) **Salary:** Unit members shall be compensated on a monthly and annual basis as provided for in Appendix A and which apply to ~~2013-2016~~ 2018-2021 only.

a) Total compensation is defined as the cost of all salaries, wages, longevity, step movement, active and retiree health and welfare benefits and statutory benefits.

b) Wages for ~~2013-2014 and 2014-2015~~ 2018-2019, 2019-2020 and 2020-2021:

For ~~2013-2014~~ 2018-2019:

~~Unit members employed for the 2013-2014 school year shall receive a one-time lump sum bonus equal to two percent (2%) of their salary as of July 1, 2013. The bonus shall be paid on the first regular pay warrant at least fifty (50) days after ratification of the Agreement.~~

~~Unit members employed for the 2013-2014 school year shall receive an on-schedule compensation increase of one and one-half percent (1.5%), effective July 1, 2013, which shall be applied to all rates and schedules.~~

Unit members employed for the 2018-2019 school year shall receive an on-schedule increase to all rates and schedules of one percent (1%), effective July 1, 2018.

In the event the District receives at least four hundred thousand dollars (\$400,000) in State one-time discretionary funds in 2018-2019, unit members employed for the 2018-2019 school year shall receive a one-time lump sum bonus equal to one-half of a percent (0.5%) of their salary for 2018-2019; or

In the event the District receives at least eight hundred thousand dollars (\$800,000) in State one-time discretionary funds in 2018-2019, unit members employed for the 2018-2019 school year shall receive a one-time lump sum bonus equal to one percent (1%) of their salary for 2018-2019; or

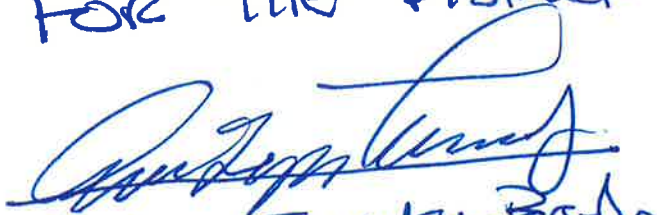
In the event the District receives at least two million dollars (\$2,000,000) in State one-time discretionary funds in 2018-2019, unit members employed for the 2018-2019 school year shall receive a one-time lump sum bonus equal to one and one-half percent (1.5%) of their salary for 2018-2019.


For ~~2014-2015~~ 2019-2020 and 2020-2021:

~~Unit members employed for the 2014-2015 school year shall receive an on  
schedule compensation increase of two percent (2%), effective July 1, 2014,  
which shall be applied to all rates and schedules.~~

The parties shall have the right to reopen Article VIII (Compensation) and Article  
X. Benefits in 2019-2020 and 2020-2021.

FOR THE DISTRICT:

  
Evelyn Tumbly-Brown

  
Joshua Stevens

Local 21:





District 1

District's Initial Proposal to Local 21  
June 20, 2018  
Time: 10:09am

## Article XV. MISCELLANEOUS LEAVE

- 67) **Maternity/Paternity Child Rearing/Parental Leave:** An employee may take either child rearing leave pursuant to subsection (a) below, or parental leave pursuant to subsection (b) below, but not both, in connection with the arrival of a new child either through natural birth, foster care, or adoption of a child.
- a) **Child Rearing Leave:** ~~Maternity/Paternity Leave shall be available for a parent in connection with the arrival of a new child either through natural birth or adoption of a child. A parent shall be eligible for maternity/paternity child rearing leave after one year of employment. Such leave is available for the birth or adoption of a child and shall be for a period of eight-nine (89) days at fifty percent (50%) of his/her salary. Health and welfare benefits shall be maintained during this period.~~
- a)i) Additional maternity/paternity child rearing leave beyond that provide above may be requested and may be granted without pay. Health and welfare benefit premiums will not be paid by the District while the employee is on unpaid extended maternity/paternity child rearing leave. The employee shall pay his/her health and welfare benefits during any period of extended unpaid maternity/paternity child rearing leave unless the employee elects to terminate his/her benefits.
- b)ii) If a woman desires to return to work during the time she is nursing, reasonable efforts will be made to arrange for her schedule in such manner as to give her time to nurse the child.
- e)iii) The eighty-nine (89) working days used in this Article are defined as the days for which the employee is paid and must be consecutive with the beginning date of the leave. Once an employee returns to work, the maternity/paternity child rearing leave and all of its provisions shall be terminated.
- d)iv) The employee shall substantiate any portion of this leave upon request of the District.
- e)v) An employee shall be granted a leave of absence from duties because of adoption or pregnancy, childbirth and recovery there from. After notice to the Superintendent or designee, an employee may begin maternity/paternity child rearing leave at such time as she and her doctor deem advisable.



~~f~~vi) In the event of absence due to medical disability caused or contributed by adoption or pregnancy, miscarriage, childbirth and recovery there from, an employee shall be entitled to utilize available sick leave.

b) **Parental Leave:** An employee may use his or her sick leave for the birth of a child of the employee, or the placement of a child with the employee in connection with the adoption of foster care of the child by the employee for a period of up to twelve (12) workweeks.

i) When an employee has exhausted all available sick leave and continued to be absent from his or her duties on account of parental leave pursuant to the California Family Rights Act (CFRA) (Government Code section 12945.2), the employee shall receive differential pay at no less than fifty percent (50%) of the employee's regular salary for the remaining portion of the twelve (12) workweek period.

ii) Parental leave taken pursuant to this section shall run concurrently with parental leave taken pursuant to CFRA. The aggregate amount of parental leave taken pursuant to this section and CFRA shall not exceed twelve (12) workweeks in a twelve (12) month period.

iii) The twelve (12) workweek period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave.

iv) An employee shall not be provided more than one (1) twelve (12) week period for parental leave during any twelve (12) month period.

v) An employee is not required to have 1,250 hours of service with the District during the previous twelve (12) month period in order to take parental leave.

00233-00022/4273147.1

For District:



For Local 21:



11:47  
TA.

BUSD/Local 21 Negotiations  
6.11.2018  
District 1

The District proposes the following changes to Article V. Union Security:

Article V. UNION SECURITY

- 6) Union Dues: ~~The Union shall have the exclusive right to payroll deductions of dues. The District shall deduct Union dues, fees, premiums, assessments and political action fund contributions. Membership cards authorizing the above deductions shall constitute proper authorization under this section.~~

Upon receipt of an employee's signed membership or other authorization form, including an authorization consistent with the Uniform Electronic Transactions Act, Berkeley Unified School District will deduct the appropriate dues or fees from the employee's pay, as established and as maybe changed from time to time by the Union, and remit such dues or fees to the Union. Deductions will begin in the pay period immediately following the pay period in which the District receives the authorization form and continue unless the employee mails a written revocation to the Union in accordance with the terms of the authorization form, or absent any such terms, by mailing a written revocation to the Union that is postmarked during the 30-day period immediately prior to the annual anniversary of the date on which the employee signed an authorization form. Deductions will cease in the pay period immediately following the pay period in which the revocation is received.

The Union agrees to notify the District of other properly authorized deductions such as membership assessments. The Union agrees to indemnify and hold the District harmless from any and all claims, demand, or suits, or any other actions arising from any provisions in this Article.

 6/11/18

Wt M 6-11-18

Francisco Maria 6/11/18

 6/11/18  
 6/11/18

The District proposes the following changes to Article V. Union Security:

Article V. UNION SECURITY

- 6) Automatic Payroll Deduction and Remittance: Effective June 27, 2018, upon certification by the Union that an employee has signed a deduction authorization, the District will deduct the appropriate dues or fees from the employee's pay, as established and as may be changed from time to time by the Union, and remit such dues or fees to the Union. Employee requests to cancel or change deductions must be directed to the Union, rather than the District. Deductions will continue unless the employee mails a written revocation to the Union in accordance with the terms of the authorization form, or absent any such terms, by mailing a written revocation to the Union that is postmarked during the thirty (30)-day period immediately prior to the annual anniversary date on which the employee signed the authorization form.

The effective date of dues deductions for employees shall be the pay period immediately following the Union's notification to the District of the dues deduction authorization. The effective date of any revocation of any existing authorization shall be the end of the pay period immediately following receipt by the District of the Union's written notice of revocation.

Union Dues: The Union shall have the exclusive right to payroll deductions of dues. The District shall deduct Union dues, fees, premiums, assessments and political action fund contributions. Membership cards authorizing the above deductions shall constitute proper authorization under this section. The Union agrees to notify the District of other properly authorized deductions such as membership assessments. The Union agrees to indemnify and hold the District harmless from any and all claims, demand, or suits, or any other actions arising from any provisions in this Article.

- 7) ~~**Fair Share Fee:** In accordance with California Government Code Section 3546, employees shall be required to pay a fair share service fee in lieu of membership dues as condition of continued employment. The Union shall have the exclusive right to payroll deduction of fair share fees.~~

~~**Service Fee:** All current and future employees of the District, except as set forth below, shall, as a condition of continued employment, become and remain a member of the Union or, in lieu thereof, shall execute a payroll deduction authorization form and thereby pay a monthly service fee to the Union. Such service fee payment shall not exceed the Union's standard membership~~



dues and ~~special assessments adopted by the Union's membership for the~~  
costs of ~~negotiations, contract administration, and grievance handling.~~

~~As an exception to the foregoing, an employee who certifies he or she is a~~  
~~member of a bona fide religion, body or sect which has historically held~~  
~~conscientious objections to joining or financially supporting public employees'~~  
~~organizations, shall execute a payroll deduction authorization form and thereby~~  
~~pay sums equal to the standard monthly service fee and special assessments~~  
~~provided above to one of the following three charitable agencies: Breast~~  
~~Cancer Research, American AIDS Foundation San Francisco, or Berkeley Food~~  
~~and Housing Project.~~

78) Information: The District shall provide the Union with a monthly report  
accompanying the dues disbursement check that includes all employees by name  
and the amount of dues deduction or service fee per employee.

8) Indemnification: The Union shall indemnify and hold the District harmless from  
any and all claims, demands, suits, or any other action arising from the  
maintenance of dues deductions or from complying with any demand for  
termination hereunder, provided that the District promptly provide notice to the  
Union of any claim, demand, suit, or other action for which it is seeking  
indemnification. With regard to any such claim, demand, suit, or other action, the  
Union shall have the exclusive right to appoint and direct counsel, control the  
defense of any action or proceeding, and determine whether any such action or  
proceeding shall or shall not be compromised, resisted, defended, tried, or  
appealed. The Union agrees to indemnify and hold the District harmless from any  
and all claims, demands, or suits, or any other actions arising from any provisions  
in this Article.

For DISTRICT:

For Local 21:

 7/13/18

 7/13/18

 7/13/18

 7-13-18



7.A.

02

BUSD/Local 21 Negotiations

7.2.2018

District Counterproposal

Time: 2:49PM

The Union proposes the following changes to Article IV. No Discrimination:

**Article IV. NO DISCRIMINATION**

The District shall not discriminate against any employee, to the extent the applicable law prohibits such discrimination, harassment, or disparate treatment with respect to the employee's compensation, terms, conditions, or privileges of employment because of race, color, ethnicity, national origin, religion, gender, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding) sexual orientation, marital or domestic partnership status, national origin, ancestry, age, physical or mental disability, medical condition, genetic information, veteran status, political affiliation or opinion, Union membership or activity or any other status protected by state and federal laws, or Union membership or activity.

Local 21:

[Signature] 7/2/18  
[Signature] 7-2-18



District:




[Signature] 7/2/18  
[Signature] 7/2/18

BUSD/Local 21 Negotiations  
7.2.2018  
Union 3

The Union proposes the following changes to Article XIII. Vacation Leave:

- 56) No employee shall accrue any paid vacation leave for any period of leave without pay or while on suspension. The accrual rate is based on the employee's regularly scheduled FTE. Accrued vacation days do not vest until an employee has successfully completed probation.

 10/23/18  
 10-23-18

 10/23/18  
 10/23/18  
 7/2/18

10.3.2018

BUSD/Local 21 Negotiations  
10.3.2018  
District Counterproposal to Union 4

The District proposes the following changes to Article XIII. Vacation Leave:


- 58) Vacation payout for employees working less than twelve (12) months will be paid at the end of the fiscal year in a lump sum. For new employees working less than twelve (12) months and who pass probation, their first vacation payout will be paid in the December immediately following the employee becoming permanent if the employee requests a payout by no later than the close of business on the second Friday of November. Vacation payouts thereafter will be paid at the end of the fiscal year in a lump sum. Such All employees working less than twelve (12) months may be granted up to three (3) vacation days during their regular work year with prior approval by the immediate supervisor and the Director of Classified Personnel or designee.

FOR THE DISTRICT

  
10-3-18

  
10/3/18



10.3.2018  
LOCAL 21  
  
10-3-18

### **Tentative Agreement**

The parties agree to the following changes to Article XIV. Sick Leave:

#### **ARTICLE XIV. SICK LEAVE**

- 61) **Definition**~~Sick Leave~~: Sick Leave is the authorized and necessary absence of an employee because of illness, injury, exposure to contagious disease, or necessary appointments for health treatment on the part of the employee or a qualifying individual under California's Paid Sick Leave/ Kincare laws. Every effort will be made by the employee to schedule necessary appointments during non-work hours.
- 62) **Accrual**: An employee shall earn paid sick leave at the rate of one (1) day per month, in accordance with the provisions of Education Code Section 45191. Employees not using the full amount of leave authorized in any school year, shall accumulate the unused portion from year to year.
- 63) **Sick Leave Use**: In accordance with California's Paid Sick Leave / Kincare Laws, an employee may use paid sick leave for one of the following reasons:
- a. For the employee's own diagnosis, care, or treatment of an existing health condition or preventative care
  - b. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:
    - i. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)
    - ii. Spouse or Registered Domestic Partner
    - iii. Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic



partner, or a person who stood in loco parentis when the employee was a minor child.)

iv. Grandparent

v. Grandchild.

vi. Sibling.

c. To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:

i. A temporary restraining order or restraining order.

ii. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.

iii. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.

iv. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.

v. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.

vi. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

**64) Sick Leave Conversion:** The employee may convert unused sick leave to retirement credit if the employee is filing a request for retirement, subject to approval by the PERS.

For the District:

 8/30/18  
 8/30/18

For Local 21:

 8/31/18  
 8-30

TA

BUSD/Local 21 Negotiations  
7.13.2018  
Union 6 1:20pm

The Union proposes the following changes to Article XV. MISCELLANEOUS LEAVE

#### ARTICLE XV. MISCELLANEOUS LEAVE

##### 64) Catastrophic Leave:

1) Catastrophic leave is available to employees suffering from a severe illness or injury and is to be available after the employee has exhausted his/her sick and/or vacation leave. It is to be applied prior to extended leave provisions. Catastrophic leave cannot be used in conjunction with Worker Compensation or Long Term Disability benefits.

2) Employees may donate sick or vacation leave to another employee in daily increments from their sick leave or vacation balances. In order to donate, the employee must be able to maintain at least five (5) days' vacation or sick leave.

3) Procedure: a) The employee or designee shall request catastrophic leave from the Director, Classified Personnel. b) The Director, Classified Personnel should circulate a memo to interested parties letting them know of the need of catastrophic leave. c) Once leave is acquired from employees, the Director, Classified Personnel will advise the employee needing the leave of his/her new leave balance.

For Local 21:

[Signature] 7/13/18  
name Date

[Signature] 7-13-18  
name Date

For District:

[Signature] 7/13/18  
name Date

[Signature] 7/13/18  
name Date

## Tentative Agreement

BUSD/Local 21 Negotiations  
1.29.2018  
Union 7 *Revised*

The Union proposes the following changes to Article: VIII. COMPENSATION

### Article VIII. COMPENSATION

#### 22) Stipends

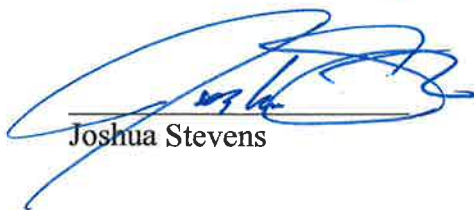
A. Longevity Pay: Effective July 1, 2018, longevity pay shall be granted to employees when they have completed the following years of service:

5 –7 years:	\$ <u>877.00</u> <del>836</del> per year;
8 – 10 years:	\$ <u>1398.00</u> <del>1,332</del> per year;
11-13 years:	\$ <u>1951.00</u> <del>1,859</del> per year;
14 + years:	\$ <u>3050.00</u> <del>2,958</del> per year

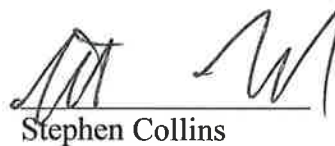
These amounts shall be prorated into monthly amounts and included in monthly pay warrants and are earned while an employee is in a paid status working his/her regularly established FTE.

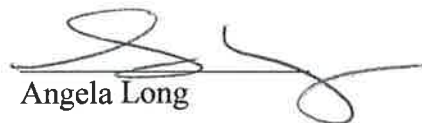
For the District:

  
Evelyn Tamondong-Bradley

  
Joshua Stevens

For Local 21:

  
Stephen Collins

  
Angela Long

BUSD/Local 21 Negotiations  
7.13.2018  
Union 9 1:25 PM

The Union proposes the following changes to Article VI. UNION RIGHTS:

## Article VI. UNION RIGHTS

15) **AB 119:** Consistent with Government Code sections 3555-3559, the District and Local 21 agree to the following:

### A. DEFINITIONS

1. A "new employee orientation" is the onboarding process of newly hired District employees when they receive information about their employment status, rights, benefits, duties and responsibilities, and any other employment-related matters.
2. A "new employee" includes permanent, temporary, full time, part time, or seasonal employee who is represented by Local 21.

### B. NEW EMPLOYEE ORIENTATIONS

1. The District will provide at least 10 days' notice to the Local 21 representative of a pending new employee orientation for the representative's bargaining unit members(s).
2. The District may provide a shorter notice in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.
3. The Local 21 representative will be granted reasonable release time to travel to and from the meeting and will have 30 minutes to address the new employee(s) without management presence.
4. The District and Local 21 will agree on the timing and on the location of the meeting during the 10-day notice period.
5. If the Local 21 representative is not available on the day of the new employee orientation, he or she may arrange with the District to meet the new employee on another day during the employee's first week at work.

### C. EMPLOYEE INFORMATION

1. The District will provide Local 21 with a new employee's name, job title, department, work location, work, home, and personal cellular telephone numbers, personal e-mail addresses on file with the employer, and the home address of the new employee within 30 days of the employee's start date.



2. By February 15, June 15, and October 15, the District will provide Local 21 with a list of all the information referenced in the preceding paragraph for all employees Local 21 represents.
3. Consistent with Government Code section 6254.3, employees may opt to prevent the personal contact information from being released to Local 21 by making a written request to that effect.

**16)15)** The District shall meet and consult with the Union prior to changing existing job descriptions or creating new classifications.

For Local 21:

[Signature] 7/13/18  
name Date

[Signature] 7-13-18  
name Date

For District:

[Signature] 7/13/18  
name Date

[Signature] 7/13/18  
name Date

2:11 pm  
12.17.18 TA

BUSD/Local 21 Negotiations  
7.13.2018 9-28-2018  
District Counter Proposal to Union 10

The District proposes the following changes to Article VII. Professional Development:

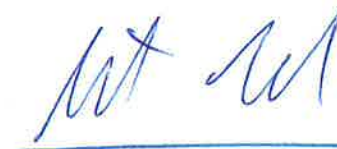
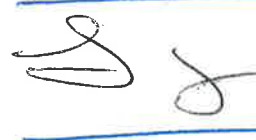
**Article VII. PROFESSIONAL DEVELOPMENT**

- 20) The caseload maximum for Occupational Therapists shall be ~~thirty-five (35)~~ **forty-two (42)** students. Occupational Therapists shall receive a credit of six (6) students per supervising site towards their caseload limit if they provide supervision for a Certified Occupational Therapy Assistant (COTA).

 1/15/19  
E. H. Long, ASST. Supt. H.R.

 1/15/19

BUSD

 12-17-18  
 12-17-18

L21

10-11-18

BUSD/Local 21 Negotiations  
✓10.3.2018  
District Counterproposal to Union 11

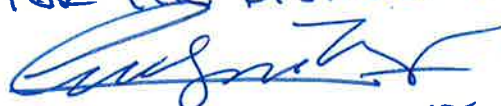
The District proposed the following modification to Article, Timely Payment of Wages and Payroll Errors:

**Article IX. TIMELY PAYMENT OF WAGES AND PAYROLL ERRORS**

- 26) **Overpayments:** In the event an employee is erroneously overpaid wages by the District, regardless of fault, upon obtaining written authorization from reaching a mutual agreement with the employee to make deductions to recoup overpayments, the District shall recover overpayments by making deductions from that employee's regular paycheck. Said deductions will continue for as many consecutive pay periods as necessary until full payment is recovered.  
~~A payroll overpayment shall be repaid to the District over the same period of time the error occurred unless other arrangements are made with the Director of Classified Personnel or designee. No withholding of the overpayment or garnished wages shall be made without prior written notice to the affected employee. The amount withheld by the District for a pay period shall not exceed fifty per cent (50%) of the gross pay of the employee during that pay period.~~

Such notification of an overpayment shall include the following information: the amount of the overpayment, and date(s) or pay period(s) over which the overpayment occurred.

An employee whose employment will terminate prior to the full reimbursement of an overpayment to the District shall have withheld from any salary owing the employee upon termination of an amount sufficient to provide full reimbursement to the District, but not to exceed fifty per cent (50%) of the gross pay of the employee during the pay period in question.

For The District:  
  
10-23-18

  
10-23-18

For Local 21:

 10/23/18

 10-23-18

## Tentative Agreement

BUSD/Local 21 Negotiations

1.29.2019

Union Counter to District Counter to U15

### ARTICLE VIII. COMPENSATION

#### 22) Stipends

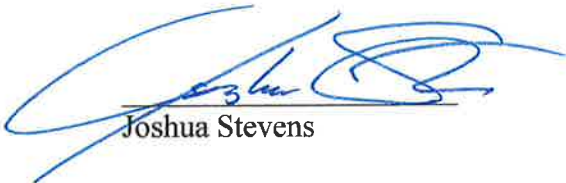
##### C. Lead Occupational Therapist Stipend

The District may on an annual basis assign one (1) permanent Occupational Therapist as the Lead Occupational Therapist for that school year only to perform duties and assume responsibilities outside the scope of his/her permanent classification as an Occupational Therapist in addition to his/her duties. The Lead Occupational Therapist shall receive a stipend of \$3500.00 ~~\$3026.00~~ each school year that shall be renewed or discontinued each year at the District's discretion. Such duties and responsibilities shall be agreed upon prior to the effective date of the assignment.

For the District:

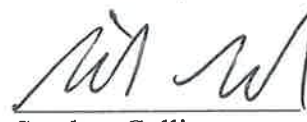


Evelyn Tamondong-Bradley

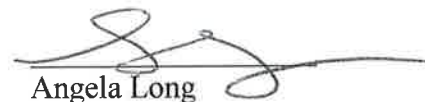


Joshua Stevens

For Local 21:



Stephen Collins



Angela Long



TA'd  
11/2/18

The District proposes the following modification to Article 11, Retirement:

#### ARTICLE XI. RETIREMENT

- 37) **Contributions:** The District shall continue to pay its contribution and the employee will continue to pay his/her contribution in accordance with PERS' contribution requirements. Employees hired prior to January 1, 2013 and those hired on or after January 1, 2013 that are eligible for reciprocity with another California public retirement system shall have a contribution rate of 7%.

Employees hired on or after January 1, 2013 and are not eligible for reciprocity with another California public retirement system, who are otherwise "new employees" or "new members" as defined under the California Public Employee Pension Reform Act ("PEPRA"), will be subject to the retirement contribution required by PEPRA. As of January 1, 2013, PEPRA requires that the contribution rate shall be at least 50% of the normal cost of the pension benefit. As of July 1, 2018, PEPRA employees contribution rate is 7% and is subject to change annually.

All remaining sections of Article XI shall remain status quo.

For District:

 11/2/18

 11/2/18

For Local 21:

 11.2.18


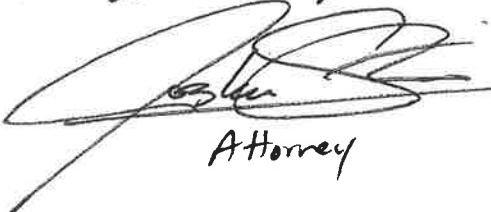
 11-2-18


The District proposes the following modification to Article VIII. COMPENSATION:

**ARTICLE VIII. COMPENSATION**

- 20) Salary: Unit members shall be compensated on a monthly and annual basis as provided for in Appendix A and which apply to ~~2013-2016~~ 2018-2021 only.
- c) Specific to ten and eleven month employees, the District shall ~~provide the option of regular wages paid~~ annualize wages and pay salary over a twelve-month period effective July 1, 2019.

NOTE: The District is still waiting to receive a counterproposal from the Union on District 2 (Article VIII, Paragraph 20, Subdivision b).

  
E. T. BASSETT: Sept 14 1/15/2019  
  
Attorney 1/15/19

 1-15-19  
 1-15-20

The District proposes the following modification to Article VIII. COMPENSATION:

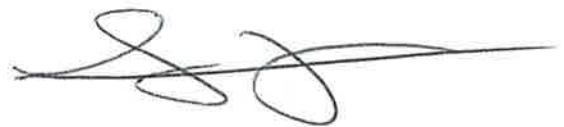
**ARTICLE VIII. COMPENSATION**

- 24) Bilingual Pay: Regular, full-time employees using bilingual skills shall be paid a stipend of ~~\$600.00~~ \$100.00 per ~~semester~~ month if required by the District to exercise the ability to translate to and from English by speaking, reading, and writing a foreign language and a stipend of ~~\$300.00~~ \$50.00 per ~~semester~~ month if required to converse in the foreign language. The unit member must pass a District administered test demonstrating proficiency in the foreign language in order to be eligible for the stipend. The unit member must additionally provide the District with appropriate documentation each ~~semester~~ year demonstrating their regular use of the foreign language.

For THE District:



Local 21:



## **Tentative Agreement**

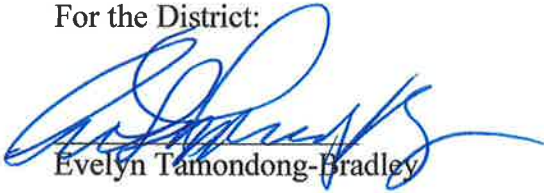
**January 29, 2019**

### **Article I. TERM**

The parties agree to modify Article I. TERM as follows:

This Agreement, made and entered into between the Board of Education of the Berkeley Unified School District (hereinafter referred to as the "District") and the Professional and Technical Engineers, Local 21 (hereinafter referred to as the "Union") shall become effective upon ratification of the Agreement by both parties and shall continue from July 1, ~~2016~~ 2018 until June 30, ~~2018~~ 2021.

For the District:

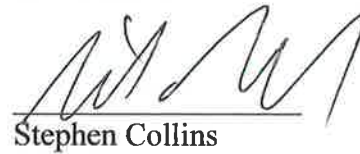


Evelyn Tamondong-Bradley

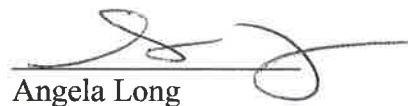


Joshua Stevens

For Local 21:



Stephen Collins



Angela Long