

SEIU Counter Proposal to SCUSD
Article 6 – Compensation
November 4, 2024
Time: 9:00 pm

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ARTICLE 6--COMPENSATION

6.0 **Salaries**

6.1 **Salaries and Stipends**

FY 2023-2024:

For the 2023-2024 school year, an ongoing salary increase of ~~two four~~ percent (2.0% 4.0%) shall be effective July 1, 2023.

FY 2024-2025:

For the 2024-2025 school year, an ongoing salary increase of ~~four two~~ percent (4.0% 2.0%) effective ~~January 1, 2025~~ July 1, 2024, at 12:01 a.m.

FY 2022-2023:

Salary Increase (2022-2023 Reopener): The parties agree to a ten percent (10%) across-the-board salary increase for all classified employees represented by SEIU, which will be added to salary schedules, effective and retroactive to July 1, 2022.

Additional Salary Adjustment to Salary Schedules for Difficult-to-Fill Positions (2022-2023)

Reopener: The salary schedules for the following job classifications shall be increased by an additional six percent (6%) effective and retroactive to July 1, 2022;

- All Instructional Aide classifications (included below)
- Operations Support Service Unit "Flat Rate" Salary Schedule C
- Health Aides (included below)
- All employees and classifications currently on Salary Schedule C, in Ranges 29 through Ranges 41 as set forth below:

Account Clerk I and II
Adult Education Account Clerk
Adult Education Customer Relations Clerk
Adult Education Laboratory Assistant, Vocational
Adult Education Testing Proctor
Attendance Technician I and II
Automotive Service Attendant
Bus Attendant
Buyer I
Campus Monitor
Campus Supervisor I and I

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Career Information Technician
Carpet/Floor Maintenance Worker Child Care Attendant, Child Dev
Clerk I, II, and III Custodian
Customer Service Specialist 1
Educational Assistant I, II, and III
Food Prod Asst. Cent Kit
Food Prod Lead Cent Kitchen
Food Sanitation Fac Tech
Food Service Assistant I, II, III, and IV
Food Service Lead, Comp HS
Food Service Lead, School Site
Health Aide I, II, and III
Health Aide, Special Education, I, II, and III
Health Services Clerk
Home Visitor First 5 Home-Based Program I and I
Home Visitor Head Start/Early Head Start Home-Based Program I and I
IEP Design Instructional Para-Special Education I, II, and III
IEP Design Instructional Teacher Associate - Special Education o
Instructional Aide
Instructional Aide, Child Development
Instructional Aide, Computer Lab Assistant
Instructional Aide, Special Education
Instructional Assistant, Child Development I and I
Instructional Assistant, Computer Lab Assistant I and I
Instructional Assistant, Special Education I and II
Instructional Assistant I and I
Lead Campus Supervisor
Library Media Tech Assistant
Library /Textbook Services Technician
Morning Duty
Noon Duty
Office Technician I and I
Print Shop and Mail Technician I
Pupil Personnel Records Technician
Research Technician I and II
School Bookkeeper
School Community Liaison I, II, and III
Swimming Pool Custodian
Teacher Associate
Teacher Assistant, Bilingual I and I
Teacher Assistant, Bilingual I/Computer Lab Assistant Teacher Associate, Child
Development
Teacher Associate, Special Education
Technology Office Assistant
Tool Room Worker
Van Driver
Walking Attendant Warehouse Records Clerk 2
Youth Employment Service Technician 4

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Minimum Wage:

The District will:

A. Effective July 1, 2022, the parties will have established a minimum hourly rate of eighteen dollars (\$18) for SEIU unit members through implementation of sections 2 and 3 above.

B. Effective July 1, 2024, increase the minimum wage to twenty dollars (\$20) per hour, unless negotiated salary increases as of July 1, 2024, already exceed a minimum wage of \$20/per hour.

Completion of Negotiations / Reopener Process for 2022-2023:

The parties agree that this Agreement closes all negotiations for the period July 1, 2022 through June 30, 2023. The parties further agree that successor contract negotiations for the period of July 1, 2023 through June 30, 2025, will comprise of the following items below and mutually agreed upon by the parties in #6:

Article 6: Compensation, for salaries for the 2023-2024 and 2024-2025-school years. The negotiations for compensation in this part will also include addressing the compaction of the salary structure (salary tables) and future statutory increases in the labor market. The parties will utilize the information provided by Educational Management Solutions (EMS) in this effort.

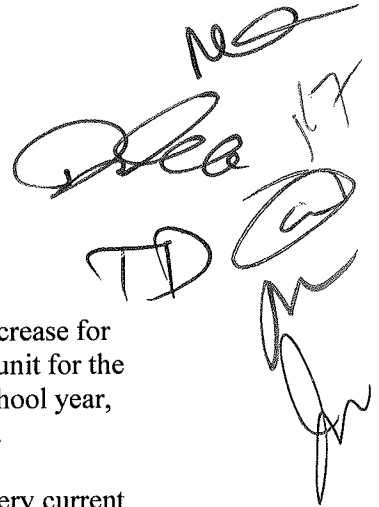
- a. Article 6: Compensation
- b. Article 16: Safety
- c. Article 3: Union Rights
- d. Article 8: Hours
- e. Article 13: Transfers/ Promotions
- f. Article 14: Performance Evaluations
- g. Article 17: Professional Growth Program
- h. Article 18: Grievance Procedure
- i. Article 19: Disciplinary Process
- j. Article 20: Layoff
- k. Article 24: Contracting Out

Other items will only be introduced into the negotiations by mutual agreement.
Modify Article 10.2.4: The modification of 10.2.4 is to include Juneteenth (June 19) as a mutually agreed upon and Board Granted holiday.

The parties will make every reasonable effort to reach an agreement on items in #6 a-k above at the earliest possible but no later than May 31, 2024.

This interim agreement will be implemented upon approval by both parties, which consists of Board approval and Union ratification.

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FY 2020-2022

The District shall grant the highest across-the-board salary schedule increase for SEIU for the 2021-2022 school year provided to any other bargaining unit for the 2021-2022 school year, retroactive to July 2021. For the 2022-2023 school year, there shall be a wage re-opener, plus one non-economic item per party.

\$3,000 One-time Stipend for 2020-2021 School Year: In addition, every current employee on paid status, represented by SEIU employed in the District as of the date of the final approval and ratification of this agreement by both parties will receive a one-time stipend for the 2021-2022 school year.

\$3,000 One-time Stipend for 2021-2022 School Year: In addition, every current employee on paid status, represented by SEIU employed in the District as of the date of the final approval and ratification of this agreement by both parties will receive a one-time stipend for the 2021-2022 school year.

\$1,000 Retention Stipend for current employee for 2021-2022 School Year: All current employees on paid status, in the SEIU bargaining unit for the 2021-2022 school year.

The above stipends in the amount of \$7,000 shall be distributed by July 1, 2022.

\$2,000 Bus Driver Stipend

Due to the critical role of school bus drivers transporting children safely to Sacramento City Unified Schools daily, and the extraordinary schedules that they endure, current Bus Drivers will be paid a stipend of \$2,000 no later than ninety (90) days from ratification of this Agreement.

\$2,000 Recruitment and Signing Bonus for 2022-2023: Bus Driver Training

Any new Bus Driver position who has completed the Sacramento City Unified School District training program and is in the SEIU bargaining unit for the 2022-2023 school year and on or before October 31, 2022, will be eligible for a \$2,000 signing bonus. In order to receive the signing bonus, the employee must provide service to the District for the entire 2022-2023 school year and the signing bonus will be paid on June 30, 2023.

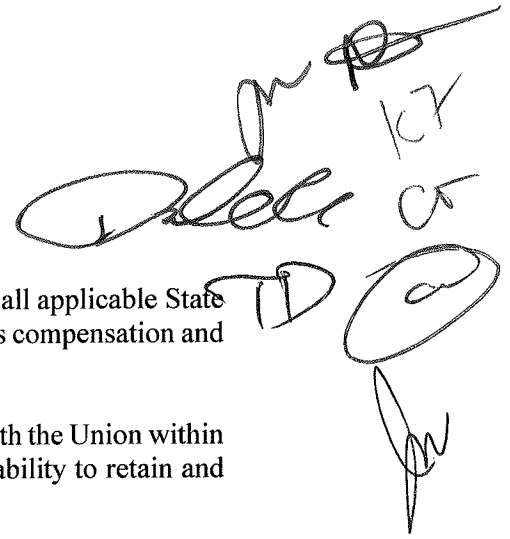
\$2,000 Recruitment and Signing Bonus: Bus Driver Referral

Any current employee who refers a new Bus Driver who provides service to the District for the 2022-2023 school year will receive a \$2,000 signing bonus that will be paid on June 30, 2023.

\$5,000 Recruitment and Signing Bonus: Fully Licensed

Any new fully licensed employee hired into the Bus Driver position in the SEIU bargaining unit for the 2022-2023 school year and on or before October 31, 2022, will be eligible for a \$5,000 signing bonus. In order to receive the signing bonus, the employee must provide service to the District for the entire 2022-2023 school year and the signing bonus will be paid on June 30, 2023.

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All stipends and payments referenced above will be subject to all applicable State and Federal statutory taxes, unemployment insurance, worker's compensation and STRS or PERS.

Special Salary Adjustment committee, the District will meet with the Union within ninety (90) days of ratification by both parties to discuss the ability to retain and recruit Bus Drivers.

Class and Compensation Study

The parties agree that the **information provided by the District and the vendor for financial recommendations of the classification and compensation study undertaken by the District has been** will be provided to SEIU by **November 14, 2024 by October 23, 2024**. This completes all of the District's obligations related to the Parties' November agreement approved by the Board on November 16, 2023. The District commits to conducting a comprehensive classification and compensation study for all classifications in the SEIU Unit, working jointly with SEIU in the following manner:

- ~~Within thirty (30) days of Board adoption of this Agreement, a joint work group shall be established.~~
- ~~The joint work group shall consist of members from SEIU, administrators, and Human Resources staff.~~
- ~~The majority of the joint work group shall be SEIU appointees.~~
- ~~The District shall contract with EMS or CPS HR Consulting to perform a class and compensation study to be completed and released to the Union no later than six (6) months prior to the expiration of the contract.~~

~~The joint work group shall work out the specific implementation terms of the class/comp study, including but not limited to:~~

- ~~Identify and mutually agree to the jurisdictions of comparable size to be studied;~~
- ~~Identifying comparable positions for purposes of conducting a salary survey;~~
- ~~Identifying benchmark positions.~~

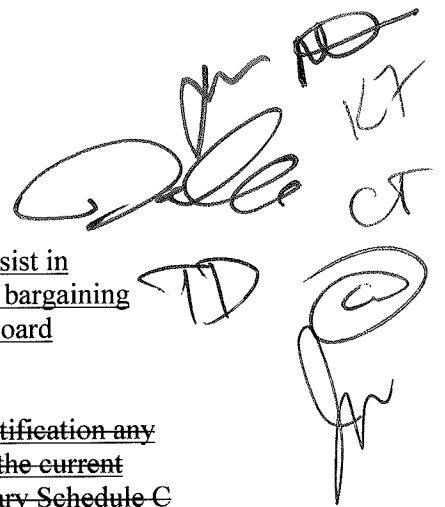
6.1.1 Retroactive pay checks for permanent and probationary employees shall be issued no later than 90 days of the full ratification of a salary increase.

6.1.2 Step increases will continue during the term of this agreement.

6.2 Salary Schedule Exhibits

Effective ~~January 1, 2025~~ July 1, 2024, at 12:00 a.m., the District shall restructure square the SEIU Salary Schedule C only (hourly), as reflected in Exhibit A.2 of this proposal, incorporated herein.

The District's ~~parties agree that their mutual~~ intent in restructuring the salary schedule is to fulfill the commitment to reduce the wage compaction among the



lowest-paid hourly employees on Salary Schedule C (hourly) to assist in recruiting and retaining employees, consistent with as noted in the bargaining concluded by the Parties' November agreement approved by the Board November 16, 2023.

Upon SEIU's request, the District shall meet and negotiate after ratification any unfavorable career lattice implications for the current positions in the current (2022-2023) Ranges 48 through 53 from the restructure of the Salary Schedule C (hourly) as reflected in Exhibit A.1, if not resolved sooner.

6.2.1 The District shall maintain fifty percent (50%) of drivers at 8 hours.

6.3 **Longevity Pay**

Employees shall receive longevity pay based on the following years of continuous service:

Effective July 1, 2022, a \$1030 annual stipend after completion of 10, 16, 19, 22, and 25 years of credited services.

Building trades maintenance employees shall receive longevity pay of 27 cents per hour.

6.4 **Compensation for Holidays Worked**

6.4.1 If a regular eligible employee is required by a supervisor to work on a holiday, the employee will be paid for the holiday in accordance with 2.1 above. In addition, such employee shall be paid at the rate of time and one-half (1-1/2) for each hour they work on the holiday. An employee who is paid overtime for working on a holiday will not receive an additional day off.

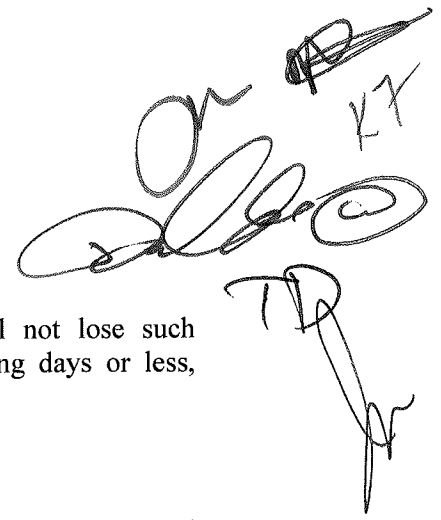
6.4.2 When an employee is required to work both a holiday and an in-lieu of day, the employee will be paid at the holiday rate for both days.

6.4.3 When employees are required to work on any of the holidays listed in this Article, above, or on Saturdays and Sundays, which are their regular days off, they shall be paid a minimum of four (4) hours overtime at a rate of time and one-half (1-1/2).

6.5 **Shift Differential**

6.5.1 Second shift shall be any shift in which the employees regularly assigned hours end between 9:00 p.m. and 2:00 a.m. Employees who are assigned to the second shift shall receive a pay differential of five percent (5%) of their regular rate.

6.5.2 Third shift shall be any shift in which the employees regularly assigned hours end between 2:01 a.m. and 8:00 a.m. Employees who are assigned to the third shift shall receive a pay differential of eight and one-half percent (8.5%) of their regular



rate.

6.5.3 An employee receiving shift differential compensation shall not lose such compensation if they are temporarily, for twenty (20) working days or less, assigned to a shift not entitled to such compensation.

6.6 **Working Out-of-Class Pay**

6.6.1 Classified employees shall not be required to perform duties which are not fixed and prescribed for the classification unless the duties reasonably relate to those fixed for the classification by the Board of Education, provided in this section and section 6.7.

6.6.2 An employee may be required to perform duties not fixed nor reasonably related to those fixed for their classification as provided in this section and section 6.7.

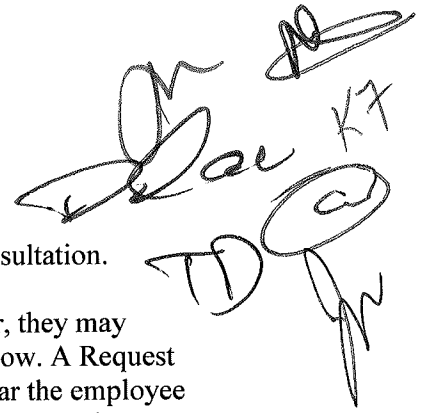
6.6.3 When an employee is temporarily required to perform duties which are not fixed nor reasonably related to those fixed for their classification for more than three (3) working days within a fifteen (15) calendar day period, the employee's salary will be adjusted upward for the entire period required to work out of class as follows:

- a. If the duties are exclusive duties of an existing higher classification or those duties listed under "distinguishing characteristics" of a job description, the employee's pay shall be adjusted upward to that step in the pay range established for the higher classification which provides at least a five percent (5%) increase, whichever is highest;
- b. When an employee performs duties outside of their classification and the duties do not exist in any other higher classification, then the employee's pay shall be increased by five percent (5%).

6.7.2 The District shall make every effort to make any opportunity to work out of class available to all unit members within a classification based on seniority including in current positions requiring certification or licensing at a worksite.

6.7 **Classification Review Procedure**

6.7.1 When an employee believes that they are being assigned or assumes duties on a regular, rather than temporary basis which are not fixed nor reasonably related to the duties of their classification, they shall notify their supervisor, in writing, that they are being required to perform such duties. Within fifteen (15) working days of proper notification, the supervisor shall consult with the employee in order to reach a mutually agreeable understanding and resolution of the employee's concerns. A resolution may include, but is not limited to, 1) a discontinuance of certain duties, 2) working out-of-class pay, 3) a request through administrative channels by the supervisor to reclassify the position, and/or 4) an agreement that the specified duties are not out-of-class. The supervisor shall provide the employee



with a written decision within ten (10) working days after the consultation.

If the employee is not satisfied with the decision of the supervisor, they may initiate the formal classification review procedure, as outlined below. A Request for Classification Review must be submitted within the school year the employee received the written decision under this section. A Request for Classification Review may only be used to seek reclassification to an existing classification within the District at the time of the Request.

6.7.1.1 A Request for Classification Review may only be used to seek re-classification to an existing classification within the District at the time of the request.

6.7.1.2 If an employee seeks reclassification into a non-existing classification, that request shall be made in writing and forwarded by the Union to the Associate Superintendent of Human Resource Services.

If it is determined that a new classification is warranted, the requirements of Article 1.7 shall be followed.

6.7.2 Classification Review Procedure -- Formal

Employees who have received a written decision under section 6.7.1 may petition for a review of an employee's classification through submission of a "Request for Classification Review" form to the Human Resources Office. Requests for Classification Review may be submitted at any time during the school year, however, they will only be processed on a first come basis from September 15 through March 15 each school year.

The "Request for Classification Review" form shall be designed and agreed upon by the District and the Union. Any changes in the Request for Classification Review form shall be mutually agreed upon between the District and the Union.

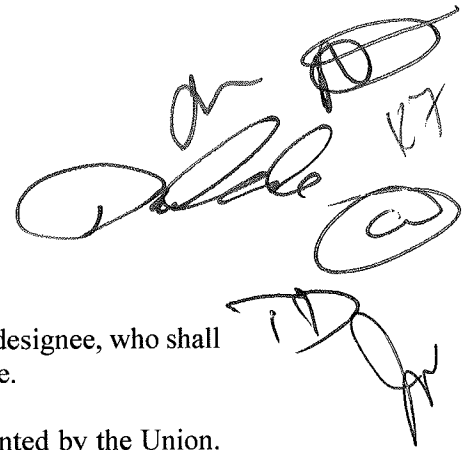
6.7.2.1 Classification Review Board

Properly completed and timely filed "Request for Classification Review" forms will be screened by the Classification Review Board. The Classification Review Board must consider individual "Request for Classification Review" forms on their own merits; however, nothing shall preclude the District from directing the Classification Review Board to review an entire classification(s) or from grouping similar requests into one review process. The Classification Review Board shall meet and review the employee's request no later than thirty (30) working days after receipt of the Request for Classification Review form by the Classified Personnel Services Office. The Classification Review Board hearing(s) shall be held during normal working hours.

a. Classification Review Board Composition

The classification Review Board shall be comprised of five (5) members as

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follows:

- (1) The Associate Superintendent, Human Resources, or designee, who shall serve as chairperson, and who shall vote if there is a tie.
- (2) Two (2) classified non-management employees appointed by the Union. Whenever possible, these should be from the employee's classification and the classification to which the employee is requesting reclassification.
- (3) One management employee appointed by the Associate Superintendent, Human Resources, or designee, which should, whenever possible, be a supervisor or management employee who supervises employee(s) in the employee's classification; and
- (4) One supervisor or management employee who supervises employee(s) in a classification comparable to that which the employee is requesting reclassification.

b. Purpose

The purpose of the Classification Review Board shall be to evaluate requests to determine if there exists sufficient justification to warrant a full study of the position. Decisions shall be made by majority vote. In evaluating requests for review, the Classification Review Board shall be guided in making its decision by the following considerations:

- (1) The actual level and nature of the duties and responsibilities the employee is regularly required to perform which are not fixed and prescribed for the classification nor reasonably related to those duties of the classification.
- (2) How the employee came to be assigned duties and responsibilities not covered by his or her present classification specifications (e.g., an expansion in the functions of the school or office, or possession by the employee of special skills or abilities).
- (3) When the position was last studied.
- (4) A comparison of the employee's actual duties with the duties shown on the employee's classification specification.
- (5) Information given by the employee (e.g., the Request for Classification Review) and/or the employee's supervisor to the Board upon request of the Board.
- (6) The duties and responsibilities of the classification into which the employee believes they should be classified.

c. Classification Review Board Decisions

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Decisions of the Classification Review Board to accept or deny the request for full study shall be final and not subject to Article 18. The final decision of the Board shall be forwarded in writing to the employee within five (5) working days of the Classification Review Board's final hearing on the matter.

6.7.2.2 Classification Review - Full Study Procedure

Requests that are accepted by the Classification Review Board for a full classification review study shall be forwarded by the chairperson of the Classification Review Board to the Director, Human Resources, or designee, who shall arrange for a full study classification review. The full study shall be completed within thirty (30) working days.

A full classification review study shall include:

- a. Interviews with the employee, the employee's immediate supervisor, and persons serving similar positions;
- b. A review of the employee's Request for Classification Review form;
- c. A classification study desk audit;
- d. A review of the employee's class specification and the class specification of the position for which the employee is seeking reclassification; and
- e. A review of all other related and relevant class specifications and/or information as determined by the Director of Human Resources.

6.7.2.3 The completed classification review study shall be forwarded to the chairperson of the Classification Review Board. The completed classification review study may recommend: (1) that the employee(s) be reclassified into an existing position; or (2) that no reclassification is justified (i.e., that the employee is not performing duties of an existing classification). The Classification Review Board shall, after reviewing the completed classification study, render a decision within fifteen (15) working days of receipt of the completed study. The Board's decision shall be by a majority vote and shall be either to

- (1) Recommend the reclassification to an existing position; or
- (2) Deny the reclassification.
- (3) If the reclassification is denied, because the board determined the out of class duties do not fit into an existing classification, then the union may submit a written request for placement into a non-existing job classification to the Associate Superintendent of Human Resources in accordance with 6.7.1.2

6.7.2.4 Recommendations of the Classification Review Board to approve reclassification

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shall be forwarded to the Board of Education for final review. If approved by the Board of Education the reclassification shall become effective upon the date the employee submitted the Request for Classification Review form to the Human Resources Office.

6.7.2.5 If the decision of the Classification Review Board is to deny the reclassification, the decision is final and not subject the Article 18.

6.7.3 **Employee Representation**

An employee may elect to be represented at any point during the classification review process by a representative of their choice.

6.7.4 Nothing in this section shall preclude the District from upwardly reclassifying employees administratively. The Union shall be notified in writing of all reclassifications.

6.8 **Legal Proceedings in Regard to District Business**

Employees who are actively at work and who are required to appear in court or a legal proceeding as a direct result of the performance of their duties, or as a result of witnessing an event while performing their normal work duties, which later requires presence before a court of law shall be provided released time without loss in pay or additional compensation at the appropriate rate with a minimum of four (4) hours if the appearance is outside the employee's regular workday.

6.9 **Call Back Pay**

6.9.1 An employee who is required to return on duty after leaving such duty station at the end of the employee's day shall be afforded the opportunity to work for a minimum of two (2) hours if work is available, or alternately, will be guaranteed compensation for two (2) hours at the appropriate rate of pay.

6.9.2 If the employee is required to return to work on a Saturday, Sunday or holiday, the employee will be afforded the opportunity to work for a minimum of four (4) hours if work is available, or alternately, will be guaranteed compensation for four (4) hours at the employee's appropriate pay rate.

6.9.3 **Salary Schedule Placement for Summer Assignment**

All nine, ten, and eleven-month permanent employees who work temporarily or, on a per diem payroll during the summer or intercession in another job class than the one that they are permanently assigned to, after six (6) years in a classification shall be placed on the second step in salary. The following three (3) years to be placed on the third step in salary, with no further step movement.

6.10 **Compensation for Overtime**

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An employee who works authorized overtime shall be compensated at a rate equal to one and one-half (1-1/2) times the regular rate of pay. Shift and longevity differentials and in-service growth salary regularly received by the employee shall be included in determining his/her regular rate of pay.

6.10.1 Time Off in Lieu of Overtime

Employees offered overtime work will be compensated overtime pay or compensatory time. The option of compensating an employee with time off in lieu of overtime payment shall be mutually discussed between the employee and supervisor. If no agreement is reached, the District shall compensate the employee at the appropriate rate of pay. Employees receiving compensatory time off shall receive such compensatory time at the rate of one and one-half (1-1/2) hours of compensatory time for each hour worked.

6.10.2 Employees receiving compensatory time off shall receive such compensatory time at the rate of one-half (1-1/2) hours of compensatory time for each hour worked. If compensatory time off is taken in lieu of cash compensation, the accumulated compensatory time off shall be used within twelve (12) calendar months. If there is a balance of compensatory time after twelve (12) months have passed, the remaining compensatory time will be paid to the employee.

6.10.3 Upon transfer of an employee, any compensatory time will be transferred with the employee.

6.10.4 It is understood that compensatory time off provisions of this Agreement shall incorporate all provisions of law and appropriate regulations.

6.10.5 In the event that a unit member is terminated for any reason including voluntary or involuntary termination, retirement, or death, the unit member shall be paid for accumulated compensatory time at either the average regular rate received by the unit member during the last three (3) years of employment, or the final rate of pay whichever is higher.

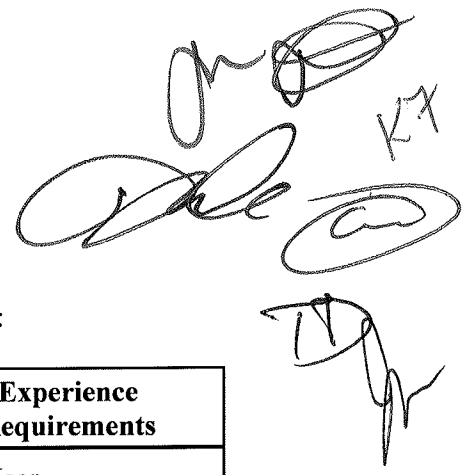
6.11 **Career Lattice for Instructional Aides**

Procedures and regulations governing placement and movement on the career lattice are:

6.11.1 Eligible Employees

All regular classified employees serving in a classification listed below are eligible to move on the career lattice. Employees serving in substitute and/or temporary positions are not eligible to move on the career lattice and shall only be hired at the instructional aide level.

6.11.2 Classification and Training Requirements for Classes Included on the Career Lattice



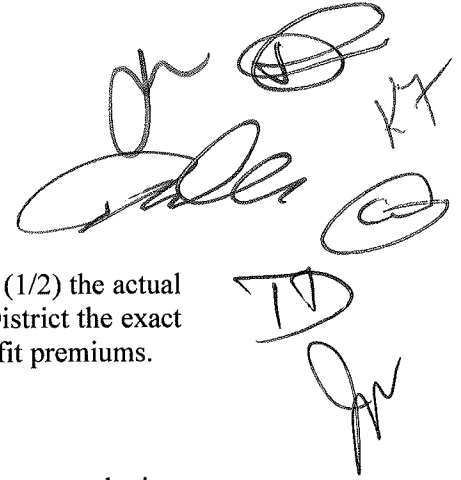
The career lattice for aides includes the following classifications:

Job Title	Training Requirements	Experience Requirements
Instructional Aide	NCLB Requirement	One Year
Instructional Assistant I	+ 30 College Units NCLB Requirement	One Year
Instructional Assistant II	+ 60 College Units NCLB Requirement	Served 75% of the school year as Instr Asst I
Teaching Associate	90 College Units NCLB Requirement	Served 75% of the school year as Instr Asst II

The parties agree to add Teacher Assistant Bilingual I and II to the Teacher Candidate Program.

For an employee to be eligible for the "teacher candidate" classification, the employee must meet the following conditions:

- a. The employee must have served as teacher associate or teacher assistant bilingual II for the preceding two (2) years at least 75% of the days schools were in session, grades K- 12.
- b. The employee must have completed a minimum of 120 acceptable college units as defined in Section 11.5.1 of this Article.
- c. The employee must show proof of current enrollment in subjects leading to a bachelor's degree and/or teaching credential, in an institution which awards a bachelor's degree and teaching credential.
- d. An employee may hold the position of "teacher candidate" for not more than six (6) school semesters or three (3) consecutive years. An employee with the title "teacher candidate" shall revert to the position of teacher associate at the end of said six (6) school semesters or three (3) years if not assigned to another classified or certificated position before that time limitation expires.
- e. If an employee does not serve the District, after completion of their term as "teacher candidate," for half (1/2) the actual time served as teacher candidate, he/she shall refund to the District an amount calculated to be the difference between the teacher associate, teacher assistant Bilingual II, and teacher candidate salaries.
- f. An employee may be designated as "teacher candidate" for only one three-year period term during their employment within the District.
- g. "Teacher candidate" shall be placed on Range 44, of the salary schedule for classified non-management personnel.
- h. The District agrees to pay the health benefit premiums for a period of up to two (2) semesters for "teacher candidates" who are participating in an approved student teaching program. If an employee does not serve the District,



after completion of their term as "teacher candidate," for half (1/2) the actual time served as teacher candidate, he/she shall refund to the District the exact amount contributed by the District toward his/her health benefit premiums.

6.11.3 Placement on the Career Lattice

6.11.3.1 At the time of initial appointment to a regular aide position on the career lattice, the Classified Personnel Services Department will evaluate an employee's educational training to determine proper class placement with the limitation that no employee may be placed higher than the instructional assistant I level. Employees who meet the 10th grade training requirement, pass High School Proficiency Test and who have completed less than thirty (30) approved college units shall be placed in the instructional aide classification. Employees who have completed thirty (30) or more approved college units before the first day of required service shall be placed in the instructional assistant I classification.

6.11.3.2 When an employee is reassigned to a class on the career lattice, and the employee has been serving in a classification not on the career lattice which includes classroom duties and responsibilities (i.e., school community worker, teacher assistant-bilingual), the time served in the prior classification shall be considered for purposes of meeting experience requirements for the instructional assistant II or teacher associate levels. All time served in a Board-elected position shall be considered for this purpose.

6.11.4 Promotional Advancement on the Career Lattice

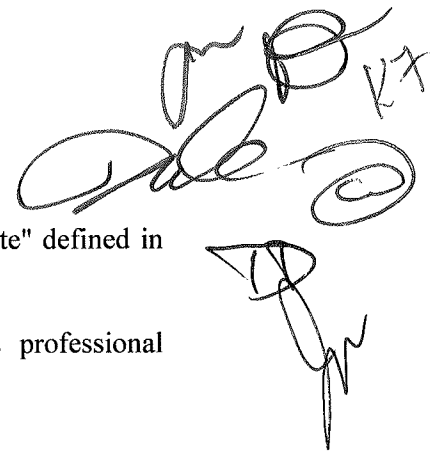
6.11.4.1 Twice annually, on September 1 and April 1, the Human Resources Department will review employees' training and experience to determine eligibility for movement on the career lattice. The deadline for filing units and meeting experience requirements shall be October 1 for the changes which will be made retroactive to September 1 and the deadline for filing units and meeting experience requirements shall be March 1 for the changes in April. Employees who meet training and experience requirements shall be reassigned to the next higher step on the career lattice effective September 1 for the September changes and April 1 for the April changes.

6.11.5 Types of Units Accepted

Acceptable units for placement and movement on the career lattice must meet the following requirements:

6.11.5.1 The units must be earned at or accepted by either a two-or four-year fully accredited college or university. Units which are earned prior to an employee's date of hire and which are otherwise acceptable for this career lattice, shall be counted for placement on the career lattice.

6.11.5.2 The units are for courses which will improve the employee's performance in his or her present position or a position in the same or related classification sequence,



and/or will be used to qualify the employee as a "teacher candidate" defined in Section 6.11.2 above.

6.11.5.3 The units must not have been applied towards the District's professional improvement program for classified employees.

6.11.6 **Prior Approval**

Prior approval may be requested before undertaking any course(s) or overall program of study if acceptability for movement on the career lattice is doubtful. Prior approval forms may be requested through the Classified Personnel Services Department.

6.11.7 **Filing of Units**

Transcripts or official grade cards containing evidence of units earned should be filed no later than October 1 for changes retroactive to September and March 1 for changes in April, but in no case can units be considered which are not received by the Classified Personnel Services Department by October 1 for changes which will be made retroactive to September 1 and March 1 for changes in April. Records filed will not be returned to the employee. At the time of initial placement on the career lattice, employees have a maximum of sixty (60) days from their first day of required service in which to file units.

6.11.8 **Salary Step Placement**

An employee, upon initial appointment, shall be placed on the first step of the salary range of the classification to which they are appointed. Employees upon initial appointment may provide information to support placement above the first step. When an employee is reassigned to a classification on the career lattice or when an employee is promoted on the career lattice, his/her salary step placement shall be determined using one of the following rules:

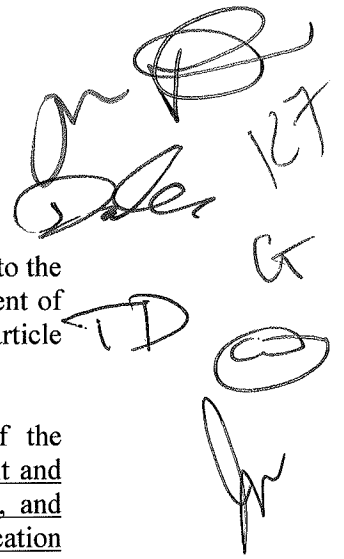
6.11.8.1 If eligible, the employee first shall be granted an earned increment on his/her previous range.

6.11.8.2 If the previous salary, including increment adjustment, is below the first step in the new range, the employee shall be placed on the step which most closely approximates a five percent (5%) salary increase.

6.11.8.3 If the previous salary, including increment adjustment, is found on the new range, the employee shall be placed one (1) step higher.

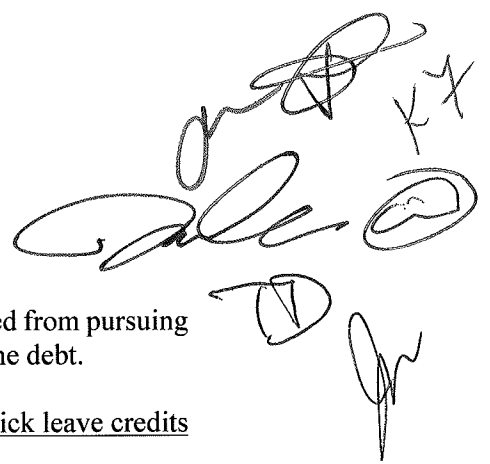
6.11.8.4 If the previous salary, including increment adjustment, is in between steps on the new range, he/she shall be placed two (2) steps higher.

6.12 **Repayment of Money Owed to the District**

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If excess monies are paid or advanced to an employee, or monies are owed to the District for any reason, the employee is liable and responsible for repayment of the monies owed in the manner prescribed in 6.12.1 through 6.12.5 of this article following.

- 6.12.1 The District shall notify the employee of the amount and nature of the overpayment and shall inform the employee in writing of the overpayment and afford the employee an opportunity to respond, review the information, and confirm or contest the overpayment details under the provisions of Education Code section 44042.5. This notification shall be given to the employee not less than 30 days prior to the deduction of the amount owed from the employee's paycheck and shall include the language set forth in Section 6.12.2 and 6.12.3 below. If the employee does not dispute the debt, the District may begin deducting from the next regular paycheck(s) in such an amount that the overpayment is repaid in full over one and one-half times the length of the overpayment. (For example, if the overpayment was made in equal amounts in ten (10) consecutive paychecks, the deduction for repayment shall be made in the same amounts for fifteen (15) consecutive paychecks). Nothing in this section shall preclude an employee and the District from agreeing to repay the debt owed in different increments, providing the agreement to do so is voluntary, and is reduced to writing, and is consistent with Education Code section 44042.5.
- 6.12.2 If the employee disputes the debt, the District shall follow the provisions of Section 44042.5 information regarding the dispute shall be submitted, within ten working days of the notification of the debt owed, to the deputy superintendent, Business Services, for consideration.
- 6.12.3 A school employee who is separated from employment before full repayment of the overpayment amount owed pursuant to subdivision (a) of Section 44042.5 shall have an amount sufficient to provide full repayment withheld from any money owed to the employee upon separation, provided that the state minimum wage is still paid to the school employee. If the amount of money owed to the employee upon separation is insufficient to provide full reimbursement to the school employer District, the school employer District shall have the right to exercise any and all other legal means to recover the additional amount owed. If the employee disputes the decision of the deputy superintendent, Business Services, information regarding the dispute shall be submitted, within ten (10) working days of the notification of the deputy superintendent's decision to a three member panel for consideration. This panel shall be comprised of one member chosen by the District, one member chosen by the Union, and a third member mutually agreed to by the representatives of the District and the Union. This panel shall review the information submitted by the District and the employee and render a decision as to whether the debt is owed by the employee. If the panel determines that the debt is owed, deduction from the employee's next regular paycheck shall begin in amounts set forth in Section 6.12.1.
- 6.12.4 The District shall be limited by applicable California statutes as to the time period for recovery of debts owed by employees.



6.12.5 In all cases, neither the District nor the employee shall be precluded from pursuing legally constituted methods of resolution of a dispute regarding the debt.

6.12.6 [NEW] Any errors in sick leave balances shall be adjusted with sick leave credits as provided in section 44042.5.

6.13 **Compensation**

The District shall compensate employees in accordance with the provisions of this Agreement and applicable statutes.

6.14 **Reimbursement of Bus Certificates**

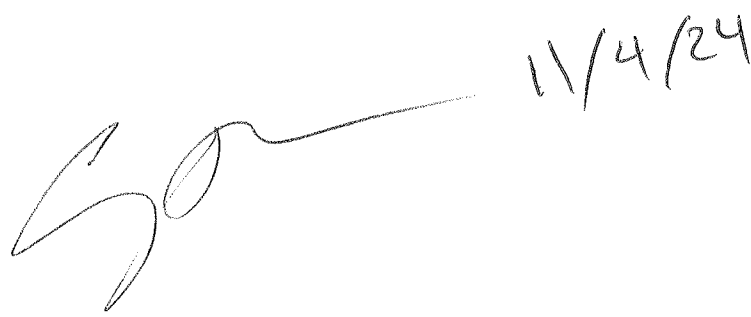
The District agrees to reimburse school bus drivers for the cost of renewing school bus certificates effective January 1, 1983.

6.15 **Lost Checks**

6.15.1 Employees' paychecks which have not been received, whether delivered through the U.S. Mail or school mail, shall be replaced within eight (8) working days of notification by the employee to the District's Payroll Services Department. The replacement check shall reflect the amount of the undelivered check.

6.16 **Payroll Error Calculation and Reporting**

Whenever it is determined that an error has been made in a payroll calculation or reporting in any classified employee payroll, or in the payment of any classified employees salary, the Payroll Supervisor shall, within ~~three seven~~ **five** (~~3-7~~ **5**) workdays following such determination, provide the employee with a statement of the correction and a supplemental payment drawn against any available funds.



District Counter Proposal to SEIU
Article 8 – Hours
November 4, 2024
Time: _____

11/4/24
K7

**District Counter-Proposal to SEIU Local 1021
Article 8 – Hours**

8.4.5 Distribution of Overtime

Overtime will be distributed as equally as feasible among employees at a school or worksite who are in the same classification who have the ability to do the work which gives rise to the overtime. A list, by fiscal year, of overtime worked by classification and worksite shall be provided by the ~~site or unit administrator~~ District to the union at their ~~on a quarterly basis request.~~ Overtime shall be offered to employees on a seniority rotation basis.

8.4.6 Custodial Overtime

The District agrees to provide additional hours for regular employees who are performing the work of absent employees by utilizing the formula of 1/2 of the absent employee's site assignment. The employee shall be compensated at the appropriate rate of pay.

8.5 Vacated Position and Fringe Benefits

In the event a four hour or more regular bargaining unit position is vacated, and if the District is going to fill the position, that position will not be filled by more than one (1) employee if the reason is to avoid payment of fringe benefits.

8.6 Telework

~~Telework is defined as working one or more days away from the employee's main office or school site, either at home in a space specifically set aside as an office in an employee's residence or at an alternative location.~~

~~Appropriately planned and managed, telework is an option that can benefit the District and employees. Teleworking is an important means by which we can help reduce air pollution, traffic and parking congestion, and demand for office space.~~

~~The District will provide telework for employees that have assigned duties that allow them to do so, such as writing, reading, analyzing, telephoning, computer work and data entry. Teleworking staff will contribute to District objectives, while maintaining or improving efficiency, productivity, and customer service.~~

~~The telework schedule must be approved by the employee's supervisor prior to the start of the schedule. If the supervisor denies the proposed telework schedule, the employee may appeal the decision to the Director of Labor Relations within ten (10) working days.~~

District Counter Proposal to SEIU
Article 8 – Hours
November 4, 2024
Time: _____

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~~Additionally, the supervisor may approve telework on an ad hoc basis when an employee is unable to be in their main office or school site but can still complete their assigned duties.~~

~~Telework employees will: remain accessible during work hours by phone and/or email; check in with the supervisor regularly to discuss status and open issues; be available for teleconferences, scheduled on an as-needed basis; be available to come into the office if a business need arises; request supervisor approval in advance of working any overtime hours (if employee is non-exempt); and request supervisor approval to use vacation, sick, or other leave in the same manner as when working at the employee's regular work location.~~

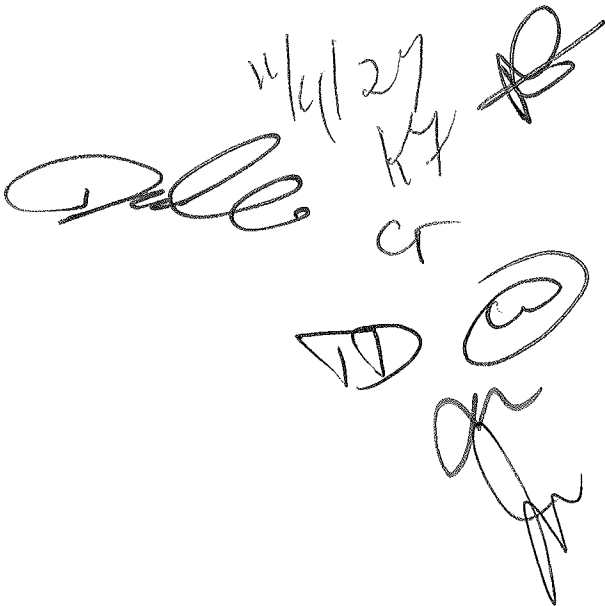
District Counter Proposal to SEIU

Article 16 – Safety

November 4, 2024

Time: _____

Current Contract Language (CCL)

11/4/24
K4
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District Counter Proposal to SEIU
Article 17 – Professional Growth Program
November 4, 2024
Time: _____

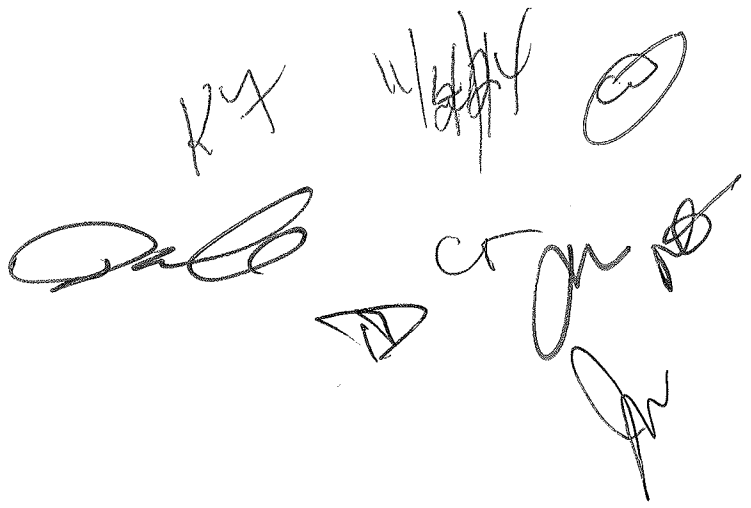
Current Contract Language (CCL)

11/4/24 K7 B
[Handwritten signatures and initials]

District Counter Proposal to SEIU
Article 19 – Disciplinary Procedure
November 4, 2024

Time: _____

Current Contract Language (CCL)



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K7
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**District Counter-Proposal to from SEIU Local
1021**

~~To Sacramento City Unified School District~~

Article 3 - Union Rights

3.1 Steward Presence

3.3.1 The site Union steward may be present at all Levels of the grievance procedure when requested by the aggrieved employee.

If the site Union steward is not available, or the Union steward is the aggrieved employee, or at the discretion of the Chapter President or Vice President, the chief **another** steward may be requested by the aggrieved employee to be present. The time shall be mutually agreed upon by the site administrator affected.

In addition, the Chapter leadership or chief steward may be present at ~~Level II~~ **any stage of the grievance** when requested by the aggrieved employee. The time shall be mutually agreed upon by the site administrator affected.

3.3.2 The site Union steward shall have the right during regular working hours to a reasonable amount of released time, mutually agreed to by the immediate supervisor to investigate complaints and grievances and to be present at all levels of the grievance procedure without Loss of pay.

3.2 Number of Stewards

3.4.1 The Union shall select shop stewards for the following sites or departments as indicated below:

3.4.1.1 Each school in the District shall have a minimum of 1 and up to 4 stewards at the discretion of Chapter Leadership.

3.4.1.2 At each of the following worksites at least:

Central Warehouse	1
District Office	5
Each Children's Center	1
Each Preschool	1
Each Adult Education Center	1
Transportation	5
Buildings and Grounds	2
Nutrition Services	5
Operations	4-5
Print Shop	1

3.4.1.3 The parties may mutually agree to stewards at any additional site or school mutually agreed to by the Union and the District during the life of this Agreement. The Union shall have a minimum of one steward to all sites where at least one (1) bargaining unit employee works.

3.4.1.4 There shall be one (1) shop steward for each school or department which has a swing and/or graveyard shift. Swing/graveyard shift stewards shall be in addition to all other stewards listed in this article and work swing or graveyard shifts.

3.4.2 One (1) alternate steward shall be selected for each of the above-mentioned locations or shifts. Stewards not located at a site may assist the shop steward or members as needed. In addition to the steward assigned to each site, an alternate may be assigned; however, members must first consult the stewards at their site or department.

3.4.3 The Union shall select chief stewards as follows:

3.4.3.1 Aides-Paraprofessional Unit

Two (2) chief stewards day shift

3.4.3.2 Operations-Support Services Unit

One (1) chief steward for
Transportation One (1) chief
steward for Operations One (1)
chief steward for Food Services
One (1) chief steward for
Maintenance

Three (3) at-large chief stewards days shift

3.4.3.3 Office-Technical Unit

Two (2) chief stewards day shift.

3.4.3.4 Split Location Assignments:

In the event a site Union steward and alternate site Union steward is unavailable due to a vacancy, absence or illness, a site Union steward may be designated as having a split location assignment that includes the site where no union steward is available. All reasonable attempts should be made to designate the site Union steward with the closest geographical proximity to the site at which there is a vacancy, absence or illness as having the split location assignment.

When a site Union steward has been designated as having a split location assignment he/she shall have the right to visit the alternate site at reasonable times for the purposes specified in section 3.2 and 3.3 upon securing permission

of his/her principal, department supervisor or designee. Such permission shall not be unreasonably withheld.

3.4.4 Union Representatives Release Time Bank

The District shall provide a release time bank to the Union of two hundred and eighty (280) hours per fiscal year whose purpose shall be to provide Union representatives with paid release time. The Union agrees to make every good faith effort to keep their release requests at or under the two hundred and eighty (280) hour cap. Requests for use of the release time bank must be submitted in writing to the appropriate Human Resources or designee, for approval at least forty-eight (48) hours prior to its use. Release time may be taken in increments of one (1) hour or more. The District shall periodically provide an accounting of the release time hours remaining in the bank. This District may approve at least one (1) hour each month of release time for steward training consistent with this section.

The term "representative" as used herein shall mean a unit member designated in writing by the Union to represent unit members on matters which bear a direct relationship to the effective and efficient representation of unit employees and which is otherwise necessary to the collective bargaining process.

3.5 Union Staff Access

3.5.1 Union staff representatives shall be granted access to District premises for the purpose of administration of this Agreement and for conduct of appropriate Union business under the following conditions:

3.5.1.1 The Union staff representative shall give the principal or department head or designee twenty-four (24) hours advance notice of his/her intended visit.

3.5.1.2 The principal or department head or designee shall be notified immediately upon the arrival of the Union staff representative and prior to the conduct of Union business.

3.5.1.3 Visits to employees or employee groups for the purpose of conducting appropriate and official Union business shall be confined to non-working time. Non-working time is the time before and after the assigned hours of work, lunch periods and designated rest breaks.

3.5.1.4 Visits to employees for the purpose of processing grievances may be made during working time by prearrangement with the principal or department head.

3.5.1.5 The Union shall be allowed reasonable use of intra-District mail service. The Union agrees to indemnify and hold the District harmless from any fines, costs, and expenses incurred by the District in defense of U.S. Code Section 1694.

June 13, 2024

- 3.5.1.6 The District shall provide the Union with bulletin boards at each school, department, child center and administrative site. Each of these bulletin boards shall be used exclusively by SEIU Local 1021 and be easily accessible to members of the unit.
- 3.5.1.7 The District agrees to make space available for the purpose of holding a reasonable number of Union meetings. Such meetings will be held during off-duty work hours. The Union shall provide adequate notice in advance and shall comply with District regulations on the use of such facilities.
- 3.5.1.8 The District agrees to assign a mailbox for the shop steward at each worksite.
- 3.5.1.9 New Employee Orientation Meetings
- a. "Newly hired employee" or "new hire" means any classified employee, whether permanent, full time, part time, hired by the District into the SEIU bargaining unit position, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District regardless of whether previously represented by SEIU or another unit and whose current position has placed them in the bargaining unit represented by SEIU. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's status changed such that the employee was placed in the SEIU unit.
 - b. The District agrees that each newly hired employee shall participate in a mandatory new employee orientation, as small as one individual, prior to or within the first fifteen (15) calendar days from date of hire without loss in compensation.
 - c. Each newly hired employee, as part of her or his on-boarding, shall attend a mandatory session, conducted by the Union without loss in compensation.
 - d. If, for any reason, a newly hired employee is unable to attend their scheduled new employee orientation, a make-up orientation shall be scheduled with a mandatory session, conducted by the Union. The parties agree the ten (10) day notice provision for new employee orientation in AB 119 is waived. The District shall provide notice referenced in 3.5.1.14.
 - e. Union designee(s), including, but not limited to, Union representative, officers, stewards, and members, shall conduct the sessions covered under this agreement.
 - f. The new employee orientation session shall be held at the District Office or virtually. The Union shall elect the forum, in person or virtual. The Union shall have at least thirty (30) minutes during the orientation (virtually or in person) to provide its new employee orientation. The

June 13, 2024

District shall comply with the requirements of AB 119. In any forum, virtual or in person, the new employee orientation shall be offered within the first fifteen (15) days of employment.

- g. The District shall notify each newly hired employee at the time of on-boarding of the date and time of the Union orientation. The District shall also provide the Union with the names of the noticed new employees for each scheduled Union orientation prior to the orientation. The schedule for these orientations shall be established on a yearly basis and sent to the Union and made available on the District's website.

3.5.1.10 Release Time

The District shall grant Union designee(s) release time, including reasonable time for travel and set up, without loss in compensation to conduct any sessions, meetings, and trainings covered by this agreement.

3.5.1.11 Neutrality

The District representatives shall be absent from the room during any sessions, meetings, or trainings, conducted by the Union, with Newly Hired Employees.

3.5.1.12 Facility and Resource Access

The Union shall have a right to access and use the District's facilities and audio- visual equipment to conduct sessions and separate meeting with newly hired employees.

3.5.1.13 Employee Information

The District shall provide the Union designee(s) with electronic notification in malleable electronic format of the name, job title, department, work location, work, home and personal cellular telephone numbers, home address, and personal and work e-mail addresses of any newly hired employee within ten (10) calendar days of the date of hire.

3.5.1.14 Notice of Newly Hired Employee(s)

The District shall provide the Union with at least ten (10) days' notice of any new employee orientation meeting and send an electronic list of expected participant(s) at least forth-eight (48) hours in advance of the new employee orientation meeting, to include the name, job title, department, work location, work, home and personal cell telephone numbers, personal email addresses on file with the employer, and home address of newly hired employee(s). Additionally, the District shall provide this information to the Union for all bargaining unit employee(s) at least every thirty (30) days or when requested.

3.6 Released Time for Employees

3.6.1 The Union shall be allowed released time for up to sixteen (16) classified employees for the purpose of attending joint negotiating sessions which are mutually scheduled by the parties. Released time for negotiating sessions shall include Union caucuses in preparation for joint sessions. When such employees attend negotiating sessions with the District and miss regularly scheduled working hours, the employee shall suffer no loss of pay. Requests for leave shall be submitted to Human Resources no less than forty-eight (48) hours prior to the time of the requested release, whenever possible.

3.6.1.1 Release time for negotiations or joint Union/management committee meetings shall be granted by authority of and notification from the superintendent's designee for employee relations to the affected school or office dependent upon staff availability for continuing daily operations. Members and alternates, if any, shall be named by the Union and reported to the superintendent's designee for employee relations prior to the granting of authorized release time for such alternates.

3.6.2 Union Convention Leave

The District agrees to release one (1) employee from each bargaining unit with loss of pay to attend an annual Union convention.

3.6.3 Union Business Leave

Upon request of the Union, the District shall grant reasonable business leaves of absence without loss of compensation or other benefits to not more than three (3) Union officers or designees at one time, unless the parties mutually agree to additional union representatives. Leave may be granted on a full-time, part-time, periodic, or intermittent basis. One (1) FTE release time shall be assigned to the Chapter President or their designee to conduct Union activities. The release time for the one (1) FTE release shall be submitted at least thirty calendar day before the release time begins. The Union shall fully reimburse the District for all costs of salary and benefits paid by the District to the employees during such release time consistent with Government Code 3558.8.

3.7 Union Requests for Information

3.7.1 The District agrees to provide to the Union at least once per year a complete list of the names and mailing addresses of all classified employees within each bargaining unit. The names of new employees within each bargaining unit shall be provided to the Union on a monthly basis. Costs for providing such lists will be reimbursed to the District by the Union.

3.7.2 The District shall make available, upon written request by the Union, any

June 13, 2024

information necessary and relevant to the Exclusive Representative's duty to represent unit employees. Every effort will be made to deliver such materials as promptly as possible.

3.8 Non-Discrimination

3.8.1 No employee, supervisor or member of management shall unlawfully be discriminated against by the District or the Union because of his/her efforts in carrying out this Agreement or because of race, creed, color, national origin, sex, age, marital status, sexual orientation, physical handicap, Union activity or the lack thereof.

3.8.2 Neither the Union nor any other agent, representative or member shall intimidate or coerce any employee, supervisor or member of management.

3.8.3 The District agrees that there shall be no reprisal of any employee because of Union activity or the lack thereof.

3.8.4 No classified employee shall be subject to harassment, as defined below, or sexual harassment, as defined in District policy.

3.8.4.1 For purposes of Section 3.8.4, "harassment" means a knowing, persistent, deliberate and unwelcome visual, verbal, or physical course of conduct by a District employee in the work setting, which serves no legitimate purpose and has the purpose or the effect of unreasonably interfering with work performance, under one of the following conditions:

(a) Submission to the conduct is explicitly or implicitly made a term or condition of a member's employment.

(b) Submission to, or rejection of, the conduct by the member is used as the basis of employment decisions affecting the member.

3.8.5 Supervisors and management shall conduct themselves in a professional manner in all relationships in the responsibilities delegated to them.

3.9 The parties have agreed to establish a problem solving/liason committee comprised of SEIU members and District personnel. The charge of the committee shall be to develop a process for resolving the concerns and problems of the current contract administration and implementation. The committee shall not supplant the negotiation process.

3.9.1 The committee will meet at a time and date mutually agreed to by the parties at a location convenient to everyone. The parties are encouraged to exchange proposed agendas at least one week before the meeting. The committee members shall be:

1. The Director of Labor Relations
2. Two (2) members designated by the Superintendent or designee
3. Four (4) bargaining unit members

June 13, 2024

aw
KF
ct

4. One (1) nonvoting Union representative

3.9.2 Union members will be allowed reasonable release time to attend problem solving/liaison committee meetings.

3.10 Board Meetings

During regular meetings of the Board of Trustees, the Union shall be given no less speaking time during public session the Employee Organization Reports section of the agenda than SCTA and all any other bargaining units within the District. The topic(s) to be included under this category shall be submitted at the Superintendent's office no later than the Tuesday noon preceding the Board meeting.

May 29, 2024


KJ
CT

**Proposal from SCUSD
To SEIU, Local 1021
Article 13 – Transfers/Promotions**

13 Definitions

13.1 Transfers, Promotions, Reassignments, Vacancy

13.1.1 A voluntary transfer is one which is initiated by the employee and involves either a change in work location without a change in classification.

13.1.2 An involuntary transfer is one which is initiated by the administration and involves a change in work location without a change in classification, or a reassignment to another job classification which does not result in a decrease in salary.

13.1.3 A promotion is a reassignment from a position in one class to a position in another class having a higher maximum rate of pay.

13.1.4 For the purpose of this article, a vacancy is a board authorized position in the classified service for which there is no incumbent.

13.1.5 Included among compelling reasons shall be the Board's adopted affirmative action policy.

13.2 Notices of Vacancies

13.2.1 Notices of Vacancies shall be given by the Human Resources Office as follows:

13.2.1.1 By publishing Notices of Vacancy which are posted in a common area in each school and office with a copy mailed to the Union.

13.2.1.2 Notices of Vacancy shall include job classification title, duties/essential functions, minimum qualifications, work year, salary range, and worksite and hour if known. Additional information may include, among other things, work shift assignment, start date, testing requirements and the date, time and location of testing.

13.2.2 Notices of Vacancies may be used to announce a specific opening or to create an eligibility list from which future vacancies are to be filled.

13.2.3 Notices of Vacancies shall be posted for a minimum of eight (8) working days.

13.2.4 Notices of Vacancies shall be numbered in order of issuance.

May 29, 2024

designee. Such requests shall be considered. Employees currently undergoing disciplinary action, or who have been administratively transferred within the last twelve (12) months, or those or those with a current overall evaluation of "does not meet expectation" shall not be permitted to transfer using this article.

13.3.2.3 An employee may not voluntarily transfer more than once every three (3) fiscal years.

13.3.3 Any permanent employee who accepts a voluntary transfer (change in work location without a change in classification) shall be allowed to release himself/herself their self for any reason within thirty (30) calendar days of beginning his/her their assignment. Likewise, the District shall be allowed to release an employee within thirty (30) calendar days of the employee beginning work in the new assignment. Any employee released under this section shall be returned to the site or administrative unit, classification, and hours, to which they were employed immediately prior to the transfer.

13.4 Transfers--Administrative

13.4.1 In cases where changes are deemed essential and necessary in the best interests of the District, Associate Superintendent, Human Resources or designee, may administratively transfer employees; such employees shall be notified and given an opportunity to be heard and protest the transfer.

13.5 Selection Procedures

13.5.1 Within a reasonable period of time following the final filing date for any Notice of Vacancy, Human Resources shall do the following:

- a. Screen all applicants for minimum qualifications as indicated on the classification specification.
- b. Administer appropriate test and/or other screening procedures as deemed necessary.
- c. Ensure that at least 50% of those referred interview candidates are the most senior eligible District employees. In any case where there is less than 50% eligible District employees, all eligible District employees shall be referred for interview.

13.5.2 Qualified District employees shall be given consideration before qualified persons from outside the District are considered. Equal opportunity for advancement shall be extended to all qualified employees of the District.

May 23, 2024

CT
CW
KT

**Counterproposal from SEIU Local 1021
To Sacramento City Unified School District
Article 14 – Performance Evaluations**

14.3.1 Probationary Period and Evaluations

The probationary period of all employees shall be for ~~one (1) year~~ **six (6) months, or 130 days of paid service, whichever is longer** from date of hire as a probationary employee. If a long-term substitute or temporary employee or a short-term employee whose service is performed at the same school or site with the same immediate supervisor is appointed as a probationary employee to the same position, or to another position in the same class, which ~~he/she~~ **they** held as a substitute or temporary or short-term employee, the time served in the long-term substitute or temporary or short - term status shall be counted in computing the completion date of the probationary period, provided there is no break in the service of such employee.

14.3.1.1 Within thirty (30) calendar days of service in a regular position, each classified employee shall meet with the principal or administrator assigned to conduct ~~his/her~~ **their** **written** evaluation to review ~~his/her~~ **their** assignment, work expectations, and discuss the probationary evaluation process. Following the completion of ~~sixty (60) ninety (90)~~ **sixty (60)** calendar days of service, each probationary employee shall be provided a first probationary evaluation. All probationary employees shall receive a final probationary evaluation, which shall be completed no later than **six (6) months, or 130 days of paid service, whichever is longer** ~~sixty (60) one-hundred fifty (150)~~ calendar days prior to the ~~completion of their~~ **from the start of the** probationary period, unless ~~mitigating~~ **circumstances the employee has an extended absence or a bona fide emergency** delays the process. **The employee shall receive a signed copy of all evaluations electronically, by mail or in person.**

14.3.1.2 Should an employee's first probationary evaluation be unsatisfactory, the employee shall be provided at least one (1) special evaluation prior to receiving ~~his/her~~ **their** final probationary evaluation.

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Sacramento City Unified School District

Proposal to SEIU Local 1021

Article 18 – Grievance Procedure

18.5 Formal Procedure

18.5.1 Level I

18.5.1.1 A Level I meeting shall be held within ten (10) working days after filing the written Level I grievance. A Level I meeting may be waived only if both parties agree in writing. The grievant has the right to Union representation during the Level I meeting.

18.5.1.1.1 Only alleged violations, misinterpretations, or misapplications of a provision of this Agreement expressly written in the Level I Grievance Form will be considered in the Level I meeting.

18.5.1.2 All settlements reached during a Level I meeting shall be reduced to writing. Settlements that require implementation beyond the school site or unit level will not be final until approved by the appropriate District-level administrator. Settlements reached at Level I shall not establish a precedent unless the parties mutually agree otherwise in writing.

18.5.1.3 If no settlement is reached during the Level I meeting, the Human Resources representative shall send a written decision to the grievant and the exclusive representative within ten (10) working days following the final Level I meeting. If no Level I meeting is held, the Human Resources representative shall send a written decision to the grievant and the exclusive representative within ten (10) working days of receipt of the written Level I grievance.

May 29, 2024



**Proposal from SEIU Local 1021
To Sacramento City Unified School District
Article 20 – Layoff**

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20.6.5.1 The District shall provide the Union with the most up to date a list available of the reduction in force ~~proposed layoffs sixty (60) fourteen (14)~~ at least five (5) calendar days prior to ~~any proposed layoff presentation~~ public notice of the agenda for the Board of Education's approval. At such time, the District shall also provide a comprehensive seniority list related to individuals impacted by ~~said potential layoffs~~ the reduction in force, as well as a list of current position vacancies or potential known vacancies, the reason for layoff, and the data supporting the reason for layoff.

The District shall meet and confer with the Union ~~forty five (45) calendar days~~ prior to any ~~Layoff~~ reduction in force presentation ~~to be presented~~ to the Board of Education.

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SEIU Local 1021 Counterproposal to SCUSD Article 24 – Contracting Out

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24.0 The Parties agree to the principle that all work traditionally ordinarily performed by SEIU Local 1021, this bargaining unit should be performed by permanent bargaining unit members, and wish to minimize the use of third-party contractors to perform this work. During the life of this Agreement should the District ~~agrees not~~ find it necessary to contract out bargaining unit work that has been consistently and routinely performed by member(s) of the bargaining units covered by this Agreement, which results in the loss of an employee's existing job or hours, the Union shall have the right to meet and negotiate with the District regarding the proposed decision. The Union has the right to consult with the District whenever a new master contract for bargaining unit work will be proposed to the Board. The District shall consult with the Union whenever a new contract for bargaining unit work is being contemplated. If the District contemplates a project that must be contracted out due to inability or inappropriateness of using District staff due to workload, additional skills needed or additional equipment needed, the District shall notify the Union and the Parties shall meet and confer before the project is approved. The notification will contain a full description of the work. Between August 1, 2024, and December 31, 2024, SEIU and the District will meet through a joint committee of six members, three appointed by SEIU and three appointed by the District, to identify what information should be included in a list provided to SEIU to (1) ensure that contracting out does not cause the loss of any SEIU unit employee's existing job or hours, and (2) recommend to the District's actions that can reduce contracting out related to SEIU bargaining unit work. If any position remains vacant after two posting periods for forty-five (45) sixty (60) ninety (90) thirty (30) calendar days after posting, the Parties shall consult with one another meet and confer over the job classification and any issues related to the difficulty filling the position.

24.1 The Parties acknowledge that the District may replace its current business information system, "ESCAPE", during the term of this Agreement. A transition from the current ESCAPE business information system to a new business information system may require the District to change certain business practices or may provide the District opportunities to reduce costs and improve the efficiency of current business practices. In the event that such changes become foreseeable, the District and SEIU agree to meet and bargain regarding any

June 26, 2024

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effects its implementation may have on the parties' Collective Bargaining Agreement or unit members' salaries or working conditions.

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