AGREEMENT

Between the Board of Education of the

San Lorenzo Unified School District

and

Service Employees International Union

Local 1021

2025-2028

San Lorenzo Unified School District
15510 Usher Street
San Lorenzo, California 94580
(510) 317-4600

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AGREEMENT

This Agreement ("Agreement") is made between the San Lorenzo Unified School District, ("District"), and the Service Employees International Union Local 1021 ("Union").

The District and Union agree to meet and collaborate on appropriate job duties and salary ranges for existing and newly-created job classifications within the Bargaining Unit as needed, for the purpose of recommendations to the Personnel Commission and Board of Education

RECOGNITION

The District recognizes the Union as the exclusive representative for the positions listed below (Operations/Support Unit):

- ASSISTANT H.S. BLDG. FOREMAN
- BUILDING MAINTENANCE SPECIALIST
- BUS DRIVER
- CAMPUS SAFETY ASSISTANT
- CAMPUS SECURITY OFFICER
- CENTRAL KITCHEN BAKER
- CENTRAL KITCHEN WAREHOUSE WORKER
- CHILD NUTRITION SERVICES DELIVERY DRIVER
- COOK
- CUSTODIAN
- ELEMENTARY CASHIER
- GROUNDS EQUIPMENT OPERATOR
- GROUNDS MAINTENANCE WORKER
- HEAD CUSTODIAN
- IRRIGATION TECHNICIAN
- MAINT. CRAFTSPERSON/CARPENTER
- MAINT. CRAFTSPERSON/ELECTRICIAN
- MAINT. CRAFTSPERSON/GLAZIER
- MAINT. CRAFTSPERSON/HEAT/VENT/AC
- MAINT. CRAFTSPERSON/LOCKSMITH
- MAINT. CRAFTSPERSON/MECHANIC
- MAINT. CRAFTSPERSON/PAINTER
- MAINT. CRAFTSPERSON/PLUMBER
- MAINT.CRAFTSPERSON/WELDER/ METAL SMITH
- MIDDLE SCHOOL CASHIER
- PRODUCTION CHEF
- PRODUCTION LEAD
- PRODUCTION LINE LEAD
- SALAD MAKER
- SCHOOL LUNCH HELPER I
- SCHOOL LUNCH HELPER II
- TRANSPORTATION DISPATCHER
- WAREHOUSE WORKER

Excluding: All management positions as designated by the District, all confidential and supervisory positions, restricted, short-term and substitute positions, positions in the instructional assistant unit, and office/technical and business services unit.

UNION SECURITY AND PROFESSIONAL DUES

A. At the time of initial employment, unit members shall be provided with an application for Union membership and a copy of the Union contract.

B. The District shall honor a unit member's check-off authorization for dues, COPE, assessments or other Union-sponsored program, which are submitted in writing, through electronically recorded phone calls, via online deduction authorization, or by any other means of indicating agreement allowable under state and federal law, regardless of whether the unit member is a member of the Union.

C. Deductions for dues, COPE or other Union-sponsored program shall start the pay period after the District receives notification of the authorization. The District shall transmit such payments to the Union through electronic funds transfer no later than thirty (30) days after the deduction from the unit member's earnings occurs.

D. Requests to authorize dues/other deduction(s), or requests to change status regarding such deductions, shall be directed to the Union rather than the District. The District shall rely on the Union's explanations in a certified list, submitted by a representative of the Union who has authority to bind the Union, regarding whether an authorization/change in deduction(s) has been requested by the unit member.

E. The Union shall not provide the District with a copy of the unit member's authorization unless a dispute arises about the existence or terms of the authorization.

F. The Union shall indemnify and hold harmless the District and its Board members, officers, agents, and unit members, individually and collectively, from and against any and all claims, costs, suits, losses, demands, actions, judgments, damages, attorneys' fees, liability and proceedings, of any nature, arising out of or related in any way to the provisions of this Article.

G. For audit purposes, a list of unit members paying dues, and non-members shall be made available to the Union upon request.

H. Should any provisions of this Article be held by a court of competent jurisdiction to be contrary to law, the District agrees to reopen negotiations on this Article upon request of the Union.

I. Data Pertaining to Deductions

On a monthly basis, the District shall provide to the SEIU Local 1021 Membership Department an Excel or CSV electronic file containing the following information for all bargaining unit members:

UNION SECURITY AND PROFESSIONAL DUES

1. Full Name (first, middle, last, suffix)
2. Employee Number
3. Job Classification
4. FTE Information
5. Bargaining Unit / District
6. Salary earned in the preceding payroll period, which is the basis for the dues deduction amount
7. Pay Step
8. Pay Rate
9. Pay Status (active, on leave, separated from employment, etc.)
10. Department

This file will include information regarding all unit members newly hired, rehired, reinstated, transferred into or out of the bargaining unit, transferred between departments, promoted, reclassified, downgraded, placed on leaves of absence of any type including disability, placed on or recalled from layoff, separated (including retirement), added or deleted from the bargaining unit, or who have made any changes in Union deductions during the preceding monthly period.

HOURS

A. Standard Work Week

1. Full time is seven and one-half (7-1/2) hours per day, thirty-seven and one-half (37 1/2) hours per week. The work week shall be five (5) consecutive days.

2. No extension of seven and one-half (7-1/2) hours workday or thirty-seven and one-half (37-1/2) hour work week shall be made without prior approval of the Assistant Superintendent, Business Services.

B. Minimum Hours

Subject to Board-approved layoff, the District shall set a fixed, regular and ascertainable minimum number of hours for each unit member, which shall be:

Except as otherwise specifically provided in the Agreement, three (3) hours per day for all unit members.

Subject to the foregoing minimums, a unit member's regular assigned hours are subject to Board-approved reduction of hours. An hourly unit member shall be notified of his/her assigned minimum hours and work location (not bus routes) at least ten (10) workdays prior to the beginning of school.

C. Lunch Period

Unit members who work longer than a five (5) hour day shall receive an unpaid lunch of thirty (30) minutes in duration designated by the supervisor after consultation with unit member. The lunch break shall be taken at or about the midpoint of the unit member's work shift. The seven and one-half (7-1/2) hour day shift excludes the lunch period. A night shift of five (5) hours or more shall include a paid half-hour meal period when the unit member is required to work to 8:00 p.m. or later.

D. Rest Periods

1. Unit members shall have one paid rest period of fifteen (15) minutes for the first four (4) hours of work. Unit members who work more than six (6) hours shall have one (1) additional paid rest period of fifteen (15) minutes. The first rest period shall be taken at, or about, the midpoint of the first four (4) hours of work and the second rest period at, or about, the midpoint of the remainder of the unit member's shift. Credit cannot be accumulated for rest periods not used, nor can the time be used to shorten the work day; provided, however, the timing of the rest period may be adjusted by the immediate supervisor to prevent loss of the break period.

2. Child Nutrition unit members are not required to take unpaid breaks on days that there is a site schedule change. This section does not apply if a unit member's regularly assigned schedule is not changed.

HOURS

E. Call In and Callback Time

A unit member who is called in to work on a day when he or she is not scheduled to work, or called back to work after completion of his or her regular shift, shall be paid a minimum of two (2) hours at the applicable rate, subject to timely reporting for duty.

F. Split Shift

A unit member working a regularly scheduled split shift shall be paid a differential of one hour's pay at the regular rate of pay in addition to pay for hours worked. A split shift is one including a break of two (2) hours or more.

G. Determinations

Determinations as to retirement, vacation accrual, industrial accident, illness leave, and salary longevity increments shall be based upon date of hire.

H. Hire Date

In the event that two or more eligible unit members hold the same hire date within a classification* the tie shall be broken in the following manner:

1. Hire date in District

2. Date of initial application for District employment

3. Time stamp on paper application or time and date indicated on electronic application

4. Blind lottery, which will be conducted with representatives of the Union and District present
   a. *The parties agree that this system shall be applied to all issues relating to seniority within the district.

I. Adjustment of Assigned Hours

Any part time unit member who works an average of thirty (30) minutes or more per day in excess of his/her regular part time assignment, for a period of twenty (20) consecutive working days or more, shall have his/her regular assignment adjusted upward to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis.

HOURS

J. Meal

Child Nutrition workers, including Custodians assigned to assist in the kitchen, shall have the option each shift to receive a meal at no cost to the member.

K. Substituting and Summer Work

1. Any bargaining unit member who has been laid off or had their hours reduced, shall have the option of being placed on a priority substitute list for any/all classifications for which they qualify. This priority will assure such unit member's placement in substitute assignments before any regular substitutes. This priority status shall be in effect as long as the laid off unit member remains on the 39 month reemployment list, until they are in a regular assignment or until the unit member's previous full time equivalent is restored.

2. The District shall give bargaining unit members priority over non-bargaining unit members to fill positions in other classifications for which they qualify.

3. When summer work positions are available, bargaining unit members employed less than twelve (12) months per year shall have first opportunity to fill positions within their classification, in seniority order.

4. Unit members employed less than twelve (12) months per year may use accrued accident and illness leave for absences during summer work caused by accident or illness. In addition, each unit member shall be provided one (1) day of sick leave for summer. If the one (1) day is not utilized, the one (1) day will be added to the unit member's sick leave total.

L. Summer Work Week

In the event the District intends to implement a 4-day summer workweek, the District and the Union will meet and negotiate regarding the reduced work week and those positions that may be affected by the reduced work week. Thereafter, the District will notify any affected unit members of the calendar for summer hours by May 15th.

1. The work week shall be four (4) consecutive days.

2. Full-time for unit members during the summer is 9.375 hours per day (37.5 hours per week).

3. Unit members with part time assignment shall have a part time summer assignment that reflects their same part time hours per week in a work week of four (4) consecutive days.

4. The definition of "summer," for purposes of this program, shall be determined by the District.

HOURS

5. The lunch period and rest periods will be the same as described in Article V, paragraph C and D, respectively.

6. Overtime shall be calculated based on all hours worked in excess of the required workday or work performed on the fifth, sixth, and seventh days. Overtime shall be paid at a rate equal to 1.5 times the regular rate of pay of the unit member designated and authorized to perform the work in excess of the required work day or on the fifth day. Double time shall be paid for work performed on the sixth and seventh day. Approval of overtime and method of payment will be in the same manner described in Article VI, (Education Code 45132.)

7. There will be exceptions to this schedule to be determined by mutual agreement, such as, but not limited to, the Grounds Department and work due to construction.

M. Custodial Duties

All school sites will implement an alternative cleaning schedule that would reduce the work load in any given night, in order for the night custodian to effectively complete their assigned duties, when staffing levels are reduced because of absences or vacancies. Administration and custodians (with union representation when requested) will work together to discuss schedule alternatives and exceptions to the alternative schedule. Some examples are, but not limited to: pre-kindergarten, transitional kindergarten, kindergarten, special education classrooms with medically fragile students, and specific leased facilities such as the California Children's Center (currently at Bay School).

N. Campus Security Officer and Campus Safety Assistant

All Campus Security Officers and Campus Safety Assistants normal work year shall be at least the number of days students are in attendance plus one day. (The working day immediately before the first day of school).

O. Leased Facilities

The District agrees that SEIU members will perform all work that the District is responsible to maintain in accordance with any lease agreement the District has entered into.

OVERTIME AND ADDITIONAL HOURS

A. All work performed in excess of seven and one-half (7-1/2) hours in a day or thirty-seven and one-half (37-1/2) hours in a work week shall be deemed overtime and shall be compensated at the overtime rate of one and one-half (1-1/2) times the regular rate of pay.

B. All work performed in excess of twelve (12) hours in a day shall be deemed overtime and shall be compensated at the overtime rate of two (2) times the regular rate of pay for each additional hour.

C. Prior approval for overtime must be granted by the Assistant Superintendent for Business or designee. However, custodians may work up to one-half (½) hour of overtime without authorization if a Facilities Use Permit assignment takes them away from their regular duties.

D. A unit member may elect to receive compensatory time off in lieu of overtime pay. The number of hours of compensatory time off for each hour of overtime worked shall be calculated by multiplying the number of overtime hours worked by the applicable overtime rate of pay (i.e., 1.5 x 2.0 x regular rate of pay). When compensatory time off is authorized in lieu of cash compensation, such compensatory time off must be taken at a time approved by the unit member's immediate supervisor, and without impairing the District's services, within twelve (12) calendar months. A unit member may accrue not more than two hundred forty (240) hours of compensatory time off.

E. Additional hours (including overtime) shall be offered equitably to qualified unit members on (a) a voluntary rotational basis, as to Facilities Use Permit assignments or (b) from an availability list posted for each site, as to other assignments. Initial placement on the rotational list shall be in order of date of hire within classification.

F. A unit member shall rotate whether he or she accepts or declines an offer of additional hours.

G. Paragraphs E and F shall be applied so as to minimize overtime.

H. A unit member who works four (4) hours or more per day for five (5) consecutive days within his or her work week shall be compensated at 1-1/2 times the regular rate of pay for all hours worked on the sixth day. All hours worked on Sundays, or holidays designated by this agreement, shall be compensated at two (2) times the regular rate of pay.

I. Unit members who work additional hours (excluding overtime) will receive credit toward sick leave, vacation pay and holiday pay computed annually as of June 30 of each year based on actual hours worked.

OVERTIME AND ADDITIONAL HOURS

J. Except as specified below, when a Facilities Use Permit is issued to an outside group, the District shall retain and fund custodial services required for the event as determined by the District and will offer the work in accordance with this Article.

1. For outside groups using District facilities pursuant to a Facilities Use Permit, at least one (1) custodian will be retained for coverage for all or a portion of the event.

2. The provisions of this Paragraph J do not apply to any of the following:

   a. Internal groups who use District facilities.

   b. Parent Teacher Association (“PTA”), Parent Teacher Organizations (“PTO”), Parent Teacher Student Association (“PTSA”), of fewer than 20 adult attendees.

   c. Events where only District fields or grounds are used by outside groups.

3. When a custodian is assigned to work in accordance with this Paragraph J, he or she will perform those tasks required for the event and any other tasks assigned by the District.

4. The provisions of this Paragraph J shall not apply in those instances where a custodian is regularly scheduled to be on duty or on duty at the school site.

LEAVES

A. Leave of Absence for Illness or Injury

1. A unit member employed five (5) days a week, twelve (12) months a year, shall be granted twelve (12) days of leave of absence for illness or injury, exclusive of all days the unit member is not required to render service to the District, with full pay for a school year of service.

2. An unit member, employed five (5) days a week, who is employed for less than twelve (12) months per year is entitled to that proportion of twelve (12) days of leave of absence for illness or injury as the number of months the unit member is employed relative to twelve (12).

3. A unit member employed less than five (5) days per week shall be entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of days the unit member is employed per week relative to five (5). When such persons are employed for less than a full year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

4. Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served during the day of illness.

5. At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each unit member. Credit for sick leave need not be accrued prior to taking such leave, and such leave may be taken at any time during the year subject to reimbursement to the District if the unit member leaves District service. However, a new unit member of the District shall not be eligible to take more than six (6) days or the proportionate amount to which the unit member may be entitled until the first day of the calendar month after completion of six months of active service with the District.

6. Pregnancy shall be treated as a temporary disability leave for the period of time that the unit member is temporarily disabled from pregnancy, miscarriage, childbirth, or recovery there from. The length of the unit member's absence (not the temporary disability) shall commence and terminate on dates determined by the unit member and their physician.

7. If a unit member does not take the full amount of illness or injury leave allowed in any fiscal year under this section, the amount not taken shall be accumulated from year to year.

8. A unit member may convert unused illness or injury leave to retirement credit in accordance with Government Code Section 20862.5 or its successor if the unit member is filing a request for retirement.

9. The District shall integrate sick leave payments with SDI benefits.

LEAVES

B. Entitlement to Other Sick Leave

When a unit member is absent from duties on account of illness or accident for a period of five (5) months or less, whether or not the absence arises out of or in the course of the unit member's employment, the amount deducted from the salary due to the unit member for any month in which the absence occurs shall not exceed the sum which is actually paid to a substitute employed to fill the position during the absence. Upon exhaustion of all full pay sick leave, unit members shall be required to provide verification of illness or injury from their health care provider in order to be eligible for leave under this section.

C. Verification of Illness, Injury, or Quarantine

1. The District shall require a doctor's certification or other proof of illness before allowing payment for days of absence due to illness, injury or quarantine of five (5) consecutive work days or more. In situations where there is a demonstrated pattern of sick leave abuse, the District may ask for proof of illness or injury regardless of the duration of the illness or injury absence. All absences that arise during a "work stoppage" shall be verified by a physician's statement or other proof of illness.

2. At the discretion of the Assistant Superintendent, Human Resources, a unit member shall be required to meet either or both of the following requirements before returning to work following an absence in excess of five (5) consecutive days caused by industrial or nonindustrial injury or illness:

    a. Provide a medical release from his or her own physician, including a statement of any limitations on the unit member's ability to perform the duties of his or her position. The District will pay for the cost of such medical visit if the unit member does not have medical insurance and the District is requiring a release note.

    b. Submit to a fitness for duty examination by a physician or other medical practitioner, at District expense.

3. The District shall notify the Union, in writing, whenever a unit member is required to provide a medical release or submit to a fitness for duty examination pursuant to Paragraph VII.C.2.a above. The notice shall be given at least five (5) working days before the examination or the due date for the medical release.

LEAVES

D. Industrial Accident and Illness Leave

1. In addition to any other benefits to which an unit member may be entitled to under the State worker's compensation laws, a permanent unit member shall be entitled to the following benefits:

   a. A permanent unit member suffering an injury or illness arising out of and in the course and scope of his or her employment shall be entitled to a leave of up to sixty (60) working days in any one fiscal year for the same accident or illness; up to seventy (70) working days after five years; up to eighty (80) working days after ten years; and up to ninety (90) working days after fifteen years.

   b. Industrial accident or illness leave shall commence on the first day of absence. Payment for wages lost on any day shall not, when added to an award granted to the unit member under the State worker's compensation laws, exceed the normal wage for the day.

   c. Industrial accident or illness leave shall be used before using normal accident or illness leave benefits under Paragraph VI.A., above. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other accident or illness leave, vacation or other paid leave shall be used. If, however, an unit member is still receiving temporary disability payments under the State worker's compensation laws at the time of the exhaustion of benefits under this Section, the unit member shall be entitled to use only so much of the unit member's accumulated and available normal accident or illness leave and vacation leave, which when added to the worker's compensation award, provides for a day's pay at the regular rate of pay.

   d. A permanent unit member on industrial accident or illness leave who is able to return to work, with or without restrictions, within thirty-nine (39) months after exhaustion of all available leaves of absence and placement on a reemployment list, shall be reinstated in the unit member's classification, subject to the reemployment rights of persons laid off for lack of work or lack of funds, and the District's ability to reasonably accommodate any medical restrictions by providing, among other potential accommodations, light or modified work. If the unit member fails to accept an appropriate assignment, the unit member shall be dismissed.

2. Probationary unit members shall be granted leave for industrial accident or illness in accordance with Education Code Section 44043.

LEAVES

E. Additional Leave for Nonindustrial Accident or Illness

A permanent unit member who has exhausted all entitlement to accident or illness leave, vacation, compensatory overtime, or other available paid leave, and who is absent from service because of nonindustrial accident or illness, may be granted additional leave, paid or unpaid, not to exceed six (6) months, in accordance with Education Code Section 45195. The Board may renew the leave of absence, paid or unpaid, for up to two (2) additional six (6) month periods or such lesser leave periods as it may provide, but not to exceed a total of eighteen (I8) months.

F. Bereavement Leave

1. A unit member shall be granted a paid leave in the event of the death of the unit member's spouse, Registered Domestic Partner, or of any member of the unit member's immediate family, or of a relative or friend living in the same household as the unit member. The leave shall be for a period of four (4) days, or five (5) days if out-of-state travel is required. "Immediate family" is defined as the (step) mother, (step) father, grandmother, grandfather, grandchild, (step) son, son-in-law, (step) daughter, daughter-in-law, (step) brother, (step) sister, brother-in-law, sister-in-law, aunt or uncle (a) of the unit member, (b) of the unit member's spouse (c) of the unit member's Registered Domestic Partner, (d) or a friend or relative of the unit member living in the same household as the unit member.

1. A paid leave of absence, not to exceed one (1) day, shall be granted to enable a unit member to attend the funeral of a close friend or relative. No more than one (1) day of such leave shall be granted per school year.

2. The member is required within 5 working days of return to provide documentation. (i.e. copy of obituary, copy of services or a written note from the member stating the name of the deceased and the relationship to the member.)

G. Personal Necessity Leave

A Personal Necessity Leave Notification Form shall be submitted to the unit member's immediate supervisor at least three (3) working days prior to the beginning date of the leave, except where extenuating circumstances exist.

Up to ten (10) days of absence earned for sick leave may be used by a unit member at the unit member's election in any one fiscal year, for personal necessity, as follows:

1. The death of a member of the unit member's immediate family (as defined in F.1**)**, or any relative living in the immediate household of the unit member (in addition to bereavement leave pursuant to Paragraph F.)

LEAVES

2. Accident or illness involving the unit member's person or property or the person or property of a member of the unit member's immediate family (as defined in F.1)

3. Appearance to testify in any court or before any administrative tribunal as a litigant, party, or witness.

4. Absence due to a medical incapacity of a member of the unit member's immediate family, serious in nature, which under the circumstances the unit member cannot reasonably be expected to disregard and that requires the attention of the unit member. The administration may require a physician's verification at any time it is deemed necessary; however, verification shall be required should the leave exceed one working day.

5. Three (3) days for personal business that cannot be taken care of before or after duty hours or on Saturdays or Sundays. These days may be used without stating the reasons for such leave or obtaining advance permission.

H. Family Illness

1. Notwithstanding G.4 above, unit members are entitled to use the number of sick leave hours/days in a year equivalent to the amount of sick leave they earn in a six month period, for absences involving the medical incapacity of immediate family members, assuming they have the required sick leave amount on the books (i.e., even if the ten (10) days of personal necessity leave are used up, unit members cannot be denied the right to use family sick leave as described above).

2. After all paid leaves are depleted, a unit member who is absent because of accident of illness of a member of the unit member's immediate family (as defined in F.1) shall receive the difference between the unit member's regular rate of pay and that of a substitute for the days missed; up to fifteen (15) work days in a fiscal year. Substitute pay shall be the first step of the salary schedule for that position.

3. Family Medical Leave (FMLA – CFRA)

   Unit members shall be entitled to up to twelve (12) work-weeks of unpaid leave within a twelve (12) month period for family and medical reasons under the federal Family Medical Leave Act of 1993, as amended ("FMLA"), and the California Family Rights Act ("CFRA"). The following provisions shall be interpreted in accordance with those statues and their regulations.

   a. A unit member is eligible if they have been employed by the District for at least twelve months and have completed 1,250 hours of service in the last twelve (12) months.

   b. Family Medical Leave shall be available as set forth in the CFRA, including for the following purposes:

i. Birth of the unit member's child; (see also Section L. Parental Leave)

ii. Placement of a child with the unit member for adoption or foster care; (see also Section L. Parental Leave)

iii. Care for the unit member's child, spouse, domestic partner, sibling or parent with a serious health condition;

iv. The unit member's own serious health condition that keeps the unit member from performing their job function.

c. Unit members who are granted Family Medical Leave shall be permitted to take accrued paid leave during that period. However, the paid leave shall run concurrent with the Family Medical Leave.

d. A unit member may be required to provide medical certification whenever a serious health condition of the unit member's family member is the reason for the leave. Failure to obtain medical certification when necessary may delay the granting of the leave request until such certification is provided. For the unit member's own serious health condition, the medical verification rules of sick leave, extended illness leave, or other applicable leave will be utilized.

e. When advance notice is possible, a unit member must provide thirty (30) days advance written notice of the need for the leave. If the need for leave is unforeseen, written notice must be given as soon as possible. Failure to provide written notice may delay the granting of leave.

f. A unit member taking Family Medical Leave will continue to participate in the District provided health plan under the same terms and conditions, which applied prior to the first day of the unit member's leave. A unit member is required to make premium payments to the same extent made by the unit member prior to the leave to maintain their health benefits during the leave period. If the unit member fails to return from the leave for any reason other than the recurrence or continuance of a serious health condition, the unit member will be liable to the District for premiums paid for maintaining the unit member's health coverage. A unit member may at the unit member's expense participate in all other unit member benefit plans offered by the District during the leave.

LEAVES

I Military Leave

A unit member shall be entitled to military leave as provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

J. Reporting of Absences

A unit member shall report such absence(s) in advance to the District's electronic absence reporting system, Child Nutrition Absence Line, or the District Absence Support Specialist Desk if the report is being made after the cutoff time for electronic absence reporting time.

J. Return to Duty from Leave

Within twenty four (24) hours of returning to duty following any leave, the unit member shall complete and submit an electronic absence certificate using the District's electronic absence reporting system or submit a paper absence certificate to his or her supervisor. A unit member returning from any approved unpaid leave of absence shall be returned to a position of the same class, but not necessarily to the same position.

L. Parental Leave

1. Unit members shall be afforded up to (12) work weeks of parental leave for the purposes of bonding with a newborn or newly placed adoptive or foster child. When a unit member has exhausted all available sick leave and continues to be absent from their duties on account of a parental leave, the unit member shall receive the difference between their regular rate of pay and the cost of a substitute (whether hired or not) or 50% of the unit member's regular rate of pay, whichever is greater, for up to twelve (12) work weeks. Nothing in this section shall prohibit a unit member who does not wish to exhaust their sick leave from requesting and receiving up to twelve (12) work weeks of unpaid leave for the purpose of taking parental leave. A unit member is not required to have worked 1,250 hours in the prior school year to be eligible for parental leave. Such parental leave shall run concurrently with any entitlement to leave under CFRA.

2. A unit member who is a natural or an adopting parent may be granted an additional leave of absence without pay for the purpose of rearing their infant. Such leave shall not exceed twelve (12) consecutive months in duration and may include that period of time prior to being temporarily disabled as a result of pregnancy. Under circumstances that are advantageous to both the unit member and the administration, such leaves may be extended upon approval of the Superintendent.

M. Leave without Pay

1. A leave of absence without pay may be granted to a unit member upon his or her written request, subject to the recommendation of the Department Head and the approval of the Board of Education, for any period not exceeding six (6) months.

2. The Board of Education may authorize extension of such leave, not to exceed six (6) months, upon the unit member's written request, subject to the recommendation of the Department Head.

N. Catastrophic Illness or Injury Leave

1. The District shall maintain a Catastrophic Leave Bank for all unit members.

2. Every unit member who wishes to be eligible for this "bank" must contribute a minimum of one sick leave day to the "bank" each time there is a solicitation for donations. An individual staff member may not donate more than two (2) days of sick leave per solicitation. If the unit member does not contribute when eligible, the unit member forfeits the ability to use the bank. This eligibility rule is in effect each time the bank requests new contributions. Newly hired members shall be granted six (6) months after completion of probation to establish eligibility to use the program. Any time the bank falls below sixty (60) days, a new solicitation shall be done.

3. No award shall exceed 25% of the assets of the catastrophic leave bank. All catastrophic leaves must be preceded by a letter defining the catastrophic nature of the request. The granting of the catastrophic leave shall be contingent upon a decision of a committee of three, comprised of: the Assistant Superintendent, Human Resources, President of SEIU and a SEIU Officer appointed by the president. Decisions of the committee shall not be grievable. The Assistant Superintendent, Human Resources shall act upon the request and the decision of the Committee.

4. A condition of the granting of a first award of catastrophic leave shall be the exhaustion of all accruals (i.e., sick leave, vacation, floating holidays, etc.) and compensatory time.

5. Any unit member is eligible to reapply for one additional award if needed.

O. Union Training

The District shall provide up to six (6) persons designated by the union seven and one-half (7½) hours of release time annually for the purpose of attending union sponsored or endorsed training programs.

LEAVES

P. Family School Partnership Leave

Unit members through an established relationship as being the parent, guardian, or grandparent having custody of one or more children attending a licensed child day care facility or who are enrolled in school in kindergarten through grade twelve, shall be entitled to up to eight (8) hours leave during a calendar month and up to forty (40) hours leave during each year to participate in activities of the school or licensed day care facility for which the child attends.

The unit member shall utilize existing vacation, personal leave or compensatory time off for purposes of this leave to be paid leave. The unit member shall also have the option of exercising this leave entitlement as an unpaid leave.

A unit members must provide his/her supervisor forty-eight (48) hours' notice of request to utilize this leave. Lesser notice shall be permitted and honored when extenuating circumstances exist.

Unit members, if requested by the District, shall provide documentation from the child's school or licensed childcare facility regarding the activities on a specific date and at a particular time.

Q. Jury Duty

All classified unit members shall be granted a jury duty leave of absence with pay by the Chief Human Resources Office, when necessarily absent from work because of a call for jury duty as provided in Education Code 44037.

1. Any classified unit member receiving a call for jury duty shall notify his/her immediate supervisor as soon as possible after receipt of a letter directing appearance for qualification for jury duty service and/or jury summons.

2. Subject to the possibility of making reasonable travel arrangements, the unit member shall be available to the District for work during the balance of their normal working day or week, when not required to be in court or elsewhere for jury duty. If the unit member's regular assignment is to other than the day shift, they shall be absent from duty the same number of hours served as a juror. For example, if a unit member working a seven (7) hour night shift serves five (5) hours as a juror, they shall only be required to work that number of hours, which added to five (5) equals the total shift.

3. The unit member shall submit a certificate from the Clerk of the Court or authorized Officer, which indicates the dates of necessary attendance or service for the court.

4. Unit members appearing in court as litigants shall be allowed personal necessity leave.

LEAVES

5. If absence is occasioned by an official order from another governmental jurisdiction, which has not been brought about through misconduct or connivance on the part of the unit member, payment of salary shall be made for any necessary absence of one (1) day or less.

R. Work-related Absences

Any permanent classified unit member, upon giving the immediate supervisor advance notice, shall be permitted to take any eligibility list examination in the District during working hours, without loss of pay or other penalty. In the event that the supervisor cannot release the unit member to take the examination, alternative arrangements shall be made.

TRANSFERS

I. Definition

A transfer is a move from one work site to another within the same class. The term "class" as used herein means a group of positions with similar duties and responsibilities to which the same title, salary, entrance qualifications and tests of fitness apply.

A. Self-Initiated/Lateral Transfer for Permanent Unit Members

1. Announcements of vacancies shall be distributed to all work sites where unit members in the unit are regularly assigned, with a copy to the Union, not less than five (5) working days before interviews are conducted.

2. The announcement shall state:
   i. The site of the vacancy.
   ii. The number of hours regularly assigned.
   iii. The job classification.

3. Unit members requesting lateral transfers in writing will be given preference as follows:

   a. If three (3) or more unit members apply for the lateral position, the immediate supervisor shall interview all lateral applicants and select one of them to fill the position.

   b. If fewer than three (3) unit members apply for the lateral transfer, these unit members shall be considered before interviewing from the eligibility list. Each unit member requesting a lateral transfer will be considered as a rank. Ranks from the eligibility list will be added for a total of three (3) ranks.

4. The administrator shall make the decision upon the basis of, among other factors, the transfer applicant's qualifications and hire date within classification.

5. A transfer applicant who is not selected shall be entitled to a conference first with the supervisor and then the Assistant Superintendent, Human Resources, upon request.

B. District-initiated Transfer

1. The District may transfer a unit member in the best interests of the school, program, students, District, or unit member provided, however, that the transfer shall not be made for arbitrary or capricious reasons.

TRANSFERS

2. A District-initiated transfer shall require advance approval by the Chief Human Resources Officer. A unit member shall be given notice of a District-initiated transfer at least five (5) working days prior to the effective date of the transfer, unless a shorter timeframe is agreed upon by the Chief Human Resources Officer and the unit member being transferred.

3. A unit member is entitled to a conference concerning a District-initiated transfer with the Assistant Superintendent, Human Resources, upon request.

4. The administrator making or effectively recommending the transfer shall make the decision upon the basis of, among other factors, the unit member's qualifications and hire date within classification.

C. Transfers Based on School Closures

1. In the event of school closure, the District shall give consideration to transfer applicants pursuant to Paragraph A, in filling vacancies, before making District-initiated transfers pursuant to Paragraph B.

2. Any permanent unit member is entitled, upon request, to receive an application and apply for any posted vacant unit position.

II. Long-term Temporary Re-Assignment

A. Purpose

To provide opportunities for regular unit members of SEIU Local 1021 to work in different locations and situations, on a temporary basis (other than normal transfer and promotional opportunities).

It is expected that unit members would benefit in at least four ways:

1. Obtain additional experience that will develop his/her job skills.

2. Have an opportunity to demonstrate the ability to perform effectively in different situations.

3. Increase their potential for promotion within the District.

4. Be able to participate in voluntary training programs.

TRANSFERS

B. General Practice

1. Application

Interested permanent unit members must file an application with the Human Resources Department, no later than October 15th of each school year, to be considered for any temporary reassignment positions. Subsequent annual filing will also be required to carry over a unit member's name on the list from the previous year's list. Failure to reapply would mean the unit member is no longer interested in the program and wanted to be removed from the list.

2. Establishment of the List

a. The Human Resources Department shall place applicants' names on the list in order of date of hire. The Human Resources Department will administer the program and have full responsibility for its day-to-day operation. Unit members who decline a temporary reassignment after being selected for a position will rotate to the bottom of the list. [Bus Driver's and Mechanic's participation will be restricted to summer months. However, Bus Drivers and Mechanics shall not forfeit rotation positions during the regular school year (when students are in school).]

b. Supplementary sign up opportunities may be offered during the school year with joint agreement between the Union and the District.

3. Release from Regular Assignment

a. The supervisor of the selected unit member's regular position shall be given three (3) days' notice prior to the participant's occupation of the temporary position. The supervisor of the selected unit member's regular position will have no veto of a temporary reassignment. If while on temporary reassignment, a participant is selected for a regular transfer or promotion, the new regular assignment shall become effective within five (5) working days from the date of selection and the unit member's name shall rotate to the bottom of the temporary reassignment list. The unit member will remain frozen on the list until they pass the probationary period in their new position. If the change in

assignment is due to a transfer the unit member will remain active on the Temporary Reassignment List.

C. Nature of Temporary Opportunities

1. To be included in the program, the vacancy must be for an anticipated duration of at least one (1) month (four (4) calendar weeks).

2. Types of possible opportunities:

   a. Replacing another unit member temporarily who is on sick leave, leave without pay, or otherwise away from his/her regular position.

   b. Working temporarily on special (additional help) projects. Working temporarily in an open position until the position is filled, not to exceed six (6) months.

D. Eligibility

1. Permanent unit members (those who have passed the initial six-month probation period) in the Custodial, Transportation, Grounds, Campus Security Officers, Child Nutrition, Maintenance, and Warehouse Departments represented by SEIU Local 1021 are eligible for Temporary Reassignment.

2. The District may offer additional training if it is deemed feasible.

3. Unit members are encouraged to enroll in a training program that is offered outside the regular work hours. Training programs should be offered by the San Lorenzo Unified School District or by an accredited institution.

4. The unit member must already possess required licenses or certificates for any reassignment position (i.e., Driver's license).

5. The unit member must meet the minimum requirements for the position for which he/she is requesting temporary reassignment (i.e., ability to lift required weight). The unit member may be

required to pass a fitness for duty exam to determine if the unit member meets the level of physical fitness required for the temporary position. If the unit member does not pass the District's fitness for duty exam the next person on the list, in rotational order, shall be offered the temporary or vacant position.

6. The Human Resources Office will provide SEIU with a copy of the sign-up list when it is established and updated. The Human Resources Office shall notify the eligible unit members of available Temporary Reassignments. Upon the notification of availability of a Temporary Reassignment, the unit member will have until 12:00 p.m. the following business day to decide if he/she will accept the position. This offer of Temporary Reassignment will be made via verbal contact (no voicemail) with the appropriate representative of the Classified Human Resources Office. Lack of notification from the unit member will be interpreted as a declination of the assignment.

E. Limits on Reassignment

This program shall not apply to positions that require specialized training/education as stated in the job description, unless a unit member has acquired and notified the District of such training/education. This exception includes Bus Drivers and Mechanics (except as stated in D-1 above). Temporary Craftsperson's positions and Equipment Operator positions or
Irrigation Technician positions shall be filled consistent with current practice (reassigning unit members within the department; the resulting vacancy will be filled in accordance with this Article). In the event such practice fails to produce a candidate, these positions shall be filled consistent with Temporary Reassignment.

F. Salary Differential during Temporary Reassignment

1. If the position is classified at a higher salary range, the unit member will be paid at step "A" of the new range or at a step that is at least a 5% increase in pay for out-of-class work.

6. In the case of a voluntary move to a lower classification, the individual shall be paid at the highest rate of the reassignment, not to exceed the salary rate of their permanent classification.

TRANSFERS

5. Performance

The supervisor of the temporary position will determine if the unit member is meeting the expectations of the District. The supervisor will provide training and education, as appropriate, with written guidelines regarding performance expectations. If, after an initial thirty (30) day period during which an attempt has been made to counsel the unit member, and he/she is still not meeting expectations, the Temporary Reassignment may be terminated and the unit member will return to his/her regular assignment.

HOLIDAYS

A. Unit members shall be entitled to the following holidays provided such holidays fall during the normal work week and provided the unit member is in a paid status during any portion of the working day immediately preceding or succeeding the holiday**:

- New Years
- Martin Luther King Day
- Lincoln's Birthday
- President's Day
- Cesar Chavez Day
- Monday or Friday of Spring Recess*
- Memorial Day
- Juneteenth (effective 6/19/2023)
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- The Day after Thanksgiving
- Christmas Day
- Day before or after Christmas
- Admission Day (or other day specified by the Board of Education)

*Monday or Friday of Spring Recess: when the Spring Recess for the students occurs prior to Easter Sunday, unit members will have the Friday before Easter Sunday as a holiday. When the Spring Recess is after Easter Sunday, the unit members will have the Monday after Easter Sunday as a holiday.

**There will be flexibility in the scheduling of holidays for Child Nutrition unit members for contract preparation and delivery.

B. Leap Year: During the fiscal years in which leap year occurs, there shall be one additional holiday for all 12-month unit members. The placement of this day is preferred to be a non-students day, and is to be determined by mutual agreement of the unit member and their supervisor.

C. When a holiday falls on the seventh (7^{th}) day of the unit member's work week, the following day shall be observed as the holiday. When the holiday falls on the sixth (6^{th}) day of the unit member's work week, the preceding day shall be observed as the holiday.

D. A unit member who is required to work on any of these holidays shall be paid compensation or given compensatory time off for such work, at the unit member's election, at the overtime rate of pay in addition to the regular pay received for the holiday.

HOLIDAYS

E. Permanent unit members shall be granted two (2) personal holidays per school year (non-cumulative) consistent with departmental scheduling, with two (2) weeks prior approval of the immediate supervisor or Assistant Superintendent, Human Resources.

F. No unit member shall incur a loss of pay by reason of any additional holiday(s) that may be declared by the Board of Education.

VACATION

A. Regular unit members are entitled to vacation in accordance with this article.

B. Full time unit members (37-1/2 hours per week) employed for twelve (12) months per year shall earn ten (10) days vacation per school year of service (5/6 day per month).

1. After four (4) years of service, full-time unit members employed for twelve (12) months per year shall earn fifteen (15) days vacation per school year of service (1-1/4 days per month).

2. After eleven (11) years of service, full-time unit members employed for twelve (12) months per year shall earn twenty (20) days vacation per school year of service (1-2/3 days per month).

3. After twenty (20) years of service, full-time unit members employed for twelve (12) months per year shall earn twenty-five (25) days vacation per school year of service (2 1/12 days per month.)

C. Vacation for unit members employed other than 37-1/2 hours per week for twelve (12) months per year shall be pro-rated in the same ratio as the regular work hours per day, days per week, or months per year, of paid employment bear to 7-1/2 hours per day, 37-1/2 hours per week, or 12 months during the school year.

D. Accrued vacation shall not become vested until completion of the probationary period. A unit member may not take vacation during his/her probationary period.

E. Unit members may not use vacation before it accrues.

F. 1. As between two (2) or more unit members whose requested vacation times are in conflict, preference shall be given to the unit member with the earliest hire date within classification.

2. A vacation request form should be submitted to the Immediate Supervisor as far in advance of the vacation date as possible, but no later than two (2) working days prior to the effective date. Approval must be received from the Supervisor prior to starting any vacation leave.

G.

1. Unit members assigned to school sites and bus drivers shall take vacations during summer, winter, or spring breaks. The term “summer break” includes summer school. Limited exceptions to this paragraph may be approved by the site or if denied, the unit member may file an appeal with the Assistant Superintendent, Human Resources.

2. Custodial classifications (Assistant High School Building Foreman, Custodian, Custodian Assistant, Custodian II, Head Custodian) may request vacation at any time during the school year.

VACATION

H. Vacation pay shall be the same as the pay that the unit member would have received had he/she been in working status.

I. An absence slip shall be turned in at the completion of the unit member's vacation.

J. Upon termination, a permanent unit member is entitled to credit for earned and unused vacation.

K. Except as provided in Paragraph L., vacation shall not be accumulated from year-to-year. If a unit member is not permitted to take his/her full annual vacation, he/she may either take the excess vacation days by October 31 or the amount not taken shall be paid in cash.

L. After three (3) years of service, twelve (12) month unit members who earn ten (10) or more days vacation per school year may carry over, into the next year, a maximum of two (2) days vacation. After four (4) years of service, twelve (12) month unit members who earn fifteen (15) or more days vacation per school year may carry over, into the next school year, a maximum of ten (10) days' vacation provided, however, that the unit member use at least five (5) days of actual vacation in each school year.

M. After three (3) years of service, twelve (12) month unit members who earn ten (10) or more days vacation per school year may take up to two (2) days of accrued vacation in cash in lieu of vacation, in any one school year. After four (4) years of service, twelve (12) month unit members who earn fifteen (15) or more days vacation per school year may take up to five (5) days of accrued vacation in cash in lieu of vacation, in any one school year.

EVALUATION PROCEDURES

A. A unit member shall be evaluated by his or her immediate supervisor as designated by the District.

B. Frequency of formal evaluation:

1. Probationary unit members shall be evaluated at the end of the first, third and fifth months of service.
2. Upon entering probationary status, unit members will be provided with written documentation that includes dates to expect their first three evaluations and the date they can anticipate being moved to permanent status.
3. Permanent unit members shall be evaluated annually.
4. Unit members are subject to additional evaluations at the discretion of the evaluator.
5. Upon request by a permanent unit member, an additional evaluation shall be prepared.

C. Evaluation reports shall be made on forms provided by the Human Resources Department. The evaluator shall present the report to the unit member and discuss it with the unit member. The form shall be signed by the unit member to indicate receipt, and he or she shall be given a signed copy. A copy shall be filed in the unit member's personnel file.

D. A unit member who is not satisfied with his or her evaluation report may write a rebuttal, which shall become a part of the unit member's personnel file.

E. Materials of a derogatory nature shall not be placed in the unit member's personnel file without first notifying the unit member that such material is to be placed in the file and by giving the unit member an opportunity to respond in writing and have such written response attached to the material.

UNIT MEMBER BENEFITS

A. District Contribution

Full time unit members, their spouses, registered domestic partners, and their dependents shall be eligible for medical, dental, and vision benefits. Eligible part time unit members shall receive prorated benefits based on their full time equivalency (FTE). The unit member's contribution shall be paid by payroll deductions.

The District contribution towards Health and Welfare benefits, including dental and vision benefits, beginning January 1, 2023 of fiscal year 2022-2023, or thirty (30) days after ratification, whichever is later, shall be as follows:

Employee Only:	$696.77/month
Employee +1:	$1,157.59/month
Employee +2 or more:	$1,462.00/month

Ongoing rate increase will be split equally between the District and employee, with each party bearing 50% of the cost of the increase.

The parties will form a Task Force to review potential overpayment of health care premiums from prior years (2018-2022).

B. Increased Cost

Increased cost, if any, shall be deducted from employee wages, unless otherwise negotiated.

C. Proration

Proration of dental, vision, and paid prescription insurance for (1) any part time unit members, whose date of first paid service was on, or before December 1, 1976, or (2) unit members whose regular assigned hours are three point seventy five (3.75) hours or more hours so long as such unit members continue to have three point seventy five (3.75) hour assignments, shall be as follows: the prorated District contribution for dental, vision, and paid prescription coverage.

D. State Disability Insurance

Unit members shall pay the cost of State Disability Insurance (SDI) by payroll deduction.

E. Life Insurance

The District shall make available, at the unit member's expense, voluntary group life insurance coverage for unit members.

UNIT MEMBER BENEFITS

F. Continuation of Benefits

A unit member who is absent from service by reasons of illness or injury substantiated by adequate medical verification and who has exhausted all available paid leave and disability benefits shall be eligible for temporary continuation of a reduced health and welfare contribution.

The reduced contribution shall be one-half (1/2) of the District contribution provided for in Paragraph A, as such amount changes from year-to-year, and shall be payable for a maximum of twelve (12) calendar months within a 5-year period. The reduced contribution shall be payable only for medical coverage.

G. 125 Plan

The District shall provide a section 125 plan, which may be used by unit members to make benefit contributions and buy other benefits such as chiropractic and child care with pre-tax dollars. This plan shall be at no cost to the District. The expanded 125 plan shall go into effect January 1, 1997.

H. District Benefits Committee

The District Benefits Committee shall continue in operation for the purpose of studying and reporting on changes brought about by federal or state law, regulations, or court decisions that impact health and welfare benefit plans.

The District and the Union shall meet and confer in the event health care reform affects District costs, or in the event it requires changes in the current benefits structure. This is to include any changes at the state or federal level in Registered Domestic Partner or same sex marriage laws.

I. Cash in Lieu of Benefits

1. Full time unit members who have other health coverage comparable to the District's may choose to receive $220.75 per month as cash in lieu of health benefits under the District's 125 plan.

2. Full time unit members who receive such cash benefits may contribute such cash amounts to a Tax-Sheltered Annuity ("TSA") pursuant to a valid salary reduction agreement.

3. Unit members who receive payments from the District pursuant to this Article are solely responsible for any income tax consequences that may result from acceptance of such payments.

4. The District shall offer part time unit members working three point seventy five (3.75) hours per day $75 per month payment as cash in lieu of health benefits under the 125 plan**.**

UNIT MEMBER BENEFITS

These part time unit members who receive such cash benefits may contribute such cash amounts to a Tax-Sheltered Annuity ("TSA") pursuant to a valid salary reduction agreement. Unit members who receive payments from the District pursuant to this Article are solely responsible for any income tax consequences that may result from acceptance of such payments.

5. If the increase in the amount of the Cash In Lieu shows to be a cost to the district, the amounts will revert to the previous Cash In Lieu amounts of $135.00 for full time unit members and $50 for part time unit members working more than 3.75 hours per day. Costs for part time Child Nutrition unit members will not be calculated in the assessment of cost to the district.

J. Registered Domestic Partner Coverage

1. Registered Domestic Partner Coverage will be offered in accordance with current laws. Unit members must show a state Certificate of Domestic Partner Registration in order to maintain health benefits for their partner through the District.

2. It is the responsibility of the unit member to notify the District when a Registered Domestic Partnership is terminated.

3. In the event of a change in laws that eliminates Domestic Partner Registration through the secretary of state, the Union and District shall meet with the intent of designing a plan that maintains similar coverage.

K. Uniform Program

The San Lorenzo Unified School District ("District") and Service Employees International Union (SEIU), Local 1021 have met and agreed to implement a uniform policy.

When members are required to wear uniforms:
The District will provide three (3) or more sets of uniforms, at district expense.
The District will replace damaged uniforms at District expense.
The Unit Members will wash the uniforms at the Unit Members expense.
The uniforms will have the name of the Unit Member on the front of the uniform.
The Unit Members will have a committee to decide the look and any changes to the uniforms.
The Unit Members will wear the uniform or the Union's apparel with District I.D. tag prominently displayed.
There will be no disciplinary action taken if the uniforms are not worn.
Uniforms will be returned to the District, upon separation from the District.

The District may discontinue or suspend the use of uniforms at any time.

HEALTH AND WELFARE BENEFITS FOR RETIREES

A. The District shall provide eligible retirees and spouses the same health and welfare benefit coverage provided to unit members and spouses in the classified unit member unit in which the retiree previously was a member, subject to the approval of the carrier or carriers. If the carrier or carriers continue to provide coverage but at a higher rate or rates, the District contribution shall not be more than its contribution to members of the classified unit member unit.

B. An eligible retiree is one who is at least fifty-three (53) years of age and not more than Medicare-eligible age, who has rendered fifteen (15) years of continuous service, including Board approved leave, in the District immediately prior to retirement and who retired under PERS. A retiree hired on or before June 30, 2003 who is at least 50 years of age and not more than Medicare-eligible age, who is not eligible for the above benefits by reason of not having 15 years of continuous district service but who is otherwise eligible, shall be allowed to enroll in district medical, vision and dental plans between age 50 and Medicare-eligible age at his/her own expense, subject to the approval of the carrier or carriers.

C. A retiree hired after June 30, 2003 if the retiree is at least 50 years of age and not more than Medicare-eligible age, and who is not eligible for the above benefits but who has at least 5 years of continuous district service shall be allowed to enroll in the district medical, vision, and dental plans at his/her own expense, subject to the approval of the carrier.

D. Health and welfare benefits are limited to unit member and spouse.

E. The District shall pay the premiums until the retiree reaches Medicare-eligible age or until the death of the retiree, whichever occurs sooner.

F. If a retiree dies prior to reaching the age of Medicare-eligible (currently age 65), coverage shall continue for the surviving spouse until the end of the fiscal year or for six months, whichever is longer. If the spouse remarries during this period of time, his/her benefits shall be discontinued at the end of the month of remarriage.

G. Health and Welfare benefits will terminate if comparable coverage is obtainable by the retiree in new employment or if the retiree's spouse has coverage through his/her employment which applies to the retiree.

H. Retirees must complete a re-registration each year during the month of July in order to remain eligible for continued health benefits.

I. In the event that a Federal and/or State medical benefits program were to be established prior to the termination of the retiree's medical plan, the District-provided benefits shall be combined with the Federal and/or State plan and necessary costs contribution adjustments shall be made.

HEALTH AND WELFARE BENEFITS FOR RETIREES

J. A retiree who is at least fifty-three (53) years of age and not more than, who is not eligible for the above benefits by reason of not having fifteen (15) years of continuous District service but who is otherwise eligible, shall be allowed to enroll in District medical and dental plans between age 53 and Medicare-eligible retirement age at his/her own expense, subject to the approval of the carrier or carriers.

K. Life insurance coverage for retirees shall terminate at Medicare-eligible age for unit members who retire after June 30, 1982.

L. Retirees over Medicare-eligible age may participate in unit member benefit coverage under the Public Employee Retirement System (PERS) subject to PERS regulations.

M. The District shall pay the health and welfare entitlement of a retiree to an alternate health provider upon written application by the retiree on the following conditions:

1. No District provider is available in the area where the retiree lives;

2. the retiree signs a hold harmless statement absolving S.E.I.U. and the District from any responsibility for the services the retiree obtains from the alternate provider; and,

3. The amount paid is the same or less than the amount the District would have paid to the District provider.

S.E.I.U. shall be notified in writing of anyone requesting this benefit.

SAFETY EQUIPMENT

A. Safety Clothing and Equipment (such as, but not limited to, hair nets, rain gear, gloves, ear protection, masks/respirators that meet a baseline of NIOSH N95 standards* and communication devices as deemed appropriate by the District, etc.) will be provided to unit members at the District's expense

B. In the event of the emergency release of students, where there is an immediate threat to the health and safety of unit members, such unit members shall be either released without loss of pay for the duration of the emergency or assigned to another work site after students have been safely released from the school grounds.

C. The District shall allocate no less than two unit members to transport snack bar carts to and from all locations.

*An N95 respirator is a respiratory protective device designed to achieve a very close facial fit and very efficient filtration of airborne particles. The "N95" designation means that when subjected to careful testing, the respirator blocks at least 95 percent of very small (0.3 micron) test particles.

SALARIES

A. Salary Adjustments

1. Effective July 1, 2025, all unit members shall receive an ongoing increase of 2.75% (two point seven five percent) to the salary schedule. In addition, the District shall provide each unit member with an off-schedule payment equal to 1% of the unit member's annual salary (example 1% x 50,000 - $500.00).

2. The District and SEIU recognize the mutual benefits of a Job Skills and Professional Development Training Program designed to promote:

   (1) increased career mobility, promotional opportunities, workplace health and safety

   (2) a highly skilled, motivated and productive work force committed to excellence.

   a. To this end, the District and SEIU will convene a joint committee to determine the feasibility and cost effectiveness of a staff development program designed to supplement the existing professional growth program, the program may include but is not limited to the following staff development:

      1. Job skills and professional development training
      2. Emergency response training
      3. In-service training
      4. Merit system training
      5. Tuition benefits as incentive to take university level classes that could lead to a teaching degree and/or promotional opportunities.

3. SEIU, Local 1021 and the District agree that in any fiscal year within the term of this Agreement, SEIU Local 1021 bargaining unit members will receive a total compensation increase (to the salary and/or benefits schedule) not less than the highest total compensation increase provided to any other bargaining unit. Additionally, SEIU Local 1021 reserves the right to direct the allocation of any compensation increase that results from the foregoing terms.

B. Travel Allowance

1. A unit member who is directed to use his or her automobile to travel because of his or her assignment shall be reimbursed for all such travel at the rate of the I.R.S. rate per mile, or higher rate if adopted by the Board. This reimbursement is for travel between the unit member's first work location at the beginning of the workday and the unit member's last work location at the end of the workday.

SALARIES

C. Working Out of Classification

1. A unit member temporarily assigned to a higher classification, who is assigned all of the duties and responsibilities of the higher classification, shall, upon approval of the Assistant Superintendent, Human Resources, be paid for such period at the rate of pay applicable to the higher classification as set forth below:
   :
   a. If the employee is performing duties in a higher classification, the employee is entitled to that step of the range of the higher class that will provide the employee at least a five percent (5%) salary increase.

   b. If the assignment is in an equivalent class, the payment of a 5% differential shall be paid to the employee for working out of class.

2. The provisions of this Section C shall not apply to the miscellaneous work to which unit members may be assigned during school vacation periods.

3. The rate of pay for such work shall not be less than the unit member's rate of pay in his or her regular position.

4. A unit member shall receive out-of-class pay beginning with the first day he or she is assigned to a higher classification.

D. Longevity Pay

Following the completion of ten (10) years of satisfactory service, unit members shall receive longevity pay in the amount of two percent (2.0%) of Step 19-E. Following completion of fifteen (15) years of satisfactory service, unit members shall receive longevity pay in the amount of three and one-quarter percent (3.25%) of Step 19-E. Following completion of twenty (20) years of satisfactory service, unit members shall receive longevity pay in the amount of four and forty-seven hundredths percent (4.47%) of Step 19-E. Following the completion of twenty-five (25) years of satisfactory service, unit members shall receive longevity pay in the amount of five and one-quarter percent (5.25%) of Step 19-E. Following the completion of thirty (30) years of satisfactory service, unit members shall receive longevity pay in the amount of six and one-half center (6.5%) of Step 19-E. Following the completion of thirty-five (35) years of satisfactory service, unit members shall receive longevity pay in the amount of eight percent (8.0%) of Step 19-E.

SALARIES

E. Swing Shift Differential

The swing shift differential shall be .0094 of Step 12E (monthly rate) at Exhibit B. for full time unit members, prorated for part time unit members. A unit member who receives a shift differential for his/her regular assignment shall not have his/her regular pay reduced (including the shift differential) when assigned temporarily to the day shift.

F. Underpayment Errors

Whenever it is determined that a District error has been made in the clarification or reporting in any unit member's payroll or in the payment of any unit member's salary, the appointing authority shall, within five workdays following such determination, provide the unit member with a statement of the correction and a supplemental payment drawn against any available funds. (Educational Code Section 45167) Emergency checks may be issued to the unit member the same day if the error is brought to the attention of payroll.

G. Overpayment Errors

Unit members must be provided evidence of overpayment. Unit members have the option to authorize deductions from their pay warrant to repay overpayments. Unit members shall have the following options to repay an overpayment.

1. Any amount each month until the balance is paid full.
2. One deduction in entire amount of repayment
3. A repayment schedule that matches the length of time the overpayment occurred
4. An invoice for the full amount paid by check or cash at the employee's convenience.

LOST OR DAMAGED PERSONAL PROPERTY

A. In accordance with Education Code 35213, it shall be the policy of the Board of Education to authorize payment for repair or replacement of certain personal property belonging to unit members which is lost or damaged in the performance of their duties.

B. To be eligible for consideration for reimbursement, the damage or loss must not be the result of any degree of negligence on the part of the unit member.

C. Damage or loss to property must be reported within three (3) working days. A written report on an Occupational Injury form or a Work Requisition form is required.

D. Damage or destruction to an insured unit member's automobile, parked on school grounds, shall be reimbursed to a maximum of five hundred dollars ($500), or the insurance deductible, whichever is less.

E. Damage or destruction to clothing, or other personal effects, shall be covered to a maximum of five hundred dollars ($500), but not limited to the reasons in B above.

F. The District shall reimburse unit members for personal property used as a part of an approved school program up to a maximum of five hundred dollars ($500) providing the unit member had prior written approval of the District for the use of the property. Where there is a question, the burden shall be on the unit member to show that the damage or loss was due to a school related incident.

G. A claim for reimbursement must be submitted by the unit member. Forms are available in the Human Resources Offices.

GRIEVANCES

A. Purpose

1. This grievance procedure shall be used to process and resolve grievances arising under this Agreement.

2. The purpose of this procedure is:

   a. To equitably resolve grievances informally at the lowest level possible.
   b. To provide for an orderly procedure reviewing and resolving grievances promptly.

B. Definitions

1. A “grievance” is an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement, which directly and adversely affects the grievant. Matters for which a specific method of review is provided by law or by the terms of this Agreement are not within the scope of this procedure.

2. A “grievant” is a Union Representative and/or a unit member (or unit members) of the representation Unit covered by this Agreement who files a grievance.

3. A “day” is any day in which the District office is open for business.

C. Time Limits

Every effort shall be made to complete action within the time limits contained within the grievance procedure; time limitations may be shortened or extended by the written stipulation of both parties.

D. Informal Level

The grievant shall initially meet with his/her appropriate first-level supervisor in an attempt to resolve the grievance informally.

E. Level I

1. If the informal discussion fails to resolve the grievance to the satisfaction of the grievant, a formal grievance may be filed in writing with the unit member’s appropriate first-level supervisor no later than sixty (60) days after the event or circumstances occasioning the grievance.

2. The formal grievance shall be clear, concise statement of the grievance citing specific sections of the Agreement allegedly violated, misinterpreted or misapplied, the circumstances involved, and the specific remedy sought.

GRIEVANCES

3. Within ten (10) days after the filing of the formal grievance, the immediate supervisor shall investigate the grievance and give his/her decision in writing to the grievant.

F. Level II

1. If the grievant is not satisfied with the decision rendered at Level I, he/she may appeal the decision within ten (10) days to the Assistant Superintendent, Human Resources. The grievant may file a copy with the Union.

1. The appeal shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal.

2. Within ten (10) days after the appeal is filed, the Assistant Superintendent,-Human Resources or his/her designee shall investigate the grievance and give his/her decision in writing to the grievant.

G. Level III

1. If the grievant is not satisfied with the decision rendered at Level II, he/she may appeal the decision within ten (10) days to the Superintendent. The grievant may file a copy with the Union.

2. The appeal shall include a copy of the original grievance, the decision rendered at Level II, and a clear, concise statement of the reasons for the appeal.

3. Within ten (10) days after the appeal is filed, the Superintendent or his/her designee shall investigate the grievance and give his/her decision in writing to the grievant.

H. Level IV - Arbitration

1. Submission to Arbitration

   a. Time Limit and Format If the grievant is not satisfied with the decision rendered at Level III, the Union may submit the grievance to arbitration (referred to herein as “arbitration”). The submission to arbitration shall consist of the following documents, which shall be served upon the District within twenty (20) days after the Superintendent’s decision is mailed or personally delivered to the grievant:

ii. A clear, concise written statement of the reasons for the submission to arbitration, including citations to the specific articles, paragraphs and sections of the Agreement, which allegedly have been violated, misinterpreted or misapplied.

iii. Copies of the original Level I grievance, the Level I decision, the Level II appeal, and the Level II decision, Level III appeal and the Level III decision.

iv. A statement of the specific remedy sought.

b. Service The submission to arbitration shall be served upon the District by mailing or personally delivering the original thereof to the Superintendent and mailing or personally delivering a copy thereof to the Chief Human Resources Officer.

2. Selection of Arbitrator

a. Selection by Agreement The Union and the District (herein referred to as the "parties") may, if they are able to do so, agree on a mutually acceptable arbitrator (herein "arbitrator").

b. CSMCS List 1 If the parties do not agree on an arbitrator within twenty (20) days of the submission of the grievance arbitration, either party may request a list ("List 1") from the California State Mediation and Conciliation Service ("CSMCS"). The request to the CSMCS shall be in writing and shall state that the parties request a list of seven (7) persons who are experienced in hearing grievances in public schools. Upon receipt of List 1, the parties shall:

i. Agree on a mutually acceptable arbitrator from the list; or

ii. Alternately strike names until only one name remains on the list; or

iii. At the election of either party, made either before or after steps 1 and 2, above, request a second list ("List 2"). A request by either party for a second list shall be made in writing within twenty (20) days after receipt by the parties of List 1.

c. CSMCS List 2 If either party elects to request a second list of seven (7) arbitrators pursuant to Paragraph b., above, the request shall be made in the same manner as the request for List 1. Upon receipt of List 2, the parties shall:

i. Agree on a mutually acceptable arbitrator from the list; or

ii. Alternately strike names until only one name remains on the list.

GRIEVANCES

3. Arbitration Hearing

The arbitrator shall conduct a hearing at which both parties may present evidence. The hearing shall be reported by a certified shorthand reporter unless both parties agree in writing to waive this requirement.

4. Decision

Within forty-five (45) days after the conclusion of the hearing, unless the time is extended by agreement of the parties, the arbitrator shall prepare a written decision, which shall be submitted to the Superintendent, the Union and to the parties' attorneys or other representatives in the arbitration proceeding. The decision shall include the following:

a. A statement of the issues;

b. findings of fact;

c. determinations of the issues; and

d. disposition of the grievance.

5. Limits or Arbitrator's Authority

a. The arbitrator shall limit his or her decision strictly to the alleged violation, misinterpretation or misapplication of the specific Articles, paragraphs and sections of the Agreement cited in the submission to arbitration, and to the issues raised by the District in its opposition to the grievance.

b. The arbitrator shall be without authority to add to, delete from, or modify any Article, paragraph, section or word of the Agreement.

c. The arbitrator shall not make any decision that is inconsistent with applicable law.

d. With respect to any grievance or any group of related grievances, no arbitrator or arbitrators shall have the authority to make any decision or award that directly or indirectly would impose on the District a monetary liability or obligation of ten thousand dollars ($10,000).

6. Costs

a. The parties shall share equally the following costs:

i. All costs for the services of the arbitrator, including but not limited to fees, per diem expenses, and travel and subsistence.

ii. The costs of any hearing room not in a District facility.

iii. The per diem costs for the services of the court reporter, and the charges for the preparation of the original transcript.

b. Other costs and expenses of the proceeding shall be borne by the party incurring them, including but not limited to charges for copies and transcripts.

c. The arbitrator shall bill one-half of his or her fees and expenses to the District and one-half to the Union.

d. The court reporter's billings shall be submitted to both parties for payment by each party of its respective share, or may, with the express consent of the District, be submitted to the District for payment. In the latter event the District shall be reimbursed by the Union for the Union's share.

7. Expedited Arbitration

The parties may, on a case-by-case basis, pursuant to a written submission agreement signed by the District's chief personnel officer and the Union's President, agree to expedite arbitration by shortening one or more time limits prescribed in this Article XVII. Neither party shall have any obligation to agree to expedite an arbitration. In addition to shortening time limits, the agreement to expedite an arbitration may provide that the hearing need not be reported by a certified shorthand reporter.

I. Miscellaneous

1. Response

If the District fails to respond to a grievance within the time limit specified for the level, the grievant shall have the right to appeal to the next level.

2. Conference

Grievant shall have the right to a conference, upon request, at each level.

3. Records

All records of the proceeding shall be retained by the Personnel Department, in a file other than the unit member's personnel file.

GRIEVANCES

4. Reprisals

   No reprisals shall be taken by or against any participant in a grievance procedure by reason of such participation.

5. Representation

   Each party may be accompanied by a conferee at all levels of the grievance procedure.

6. Pay

   A grievant required by the District to absent himself/herself by reason of the grievance procedure shall not suffer any loss of pay.

7. Time Limitation

   Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.

8. Initiate Grievance - Level II

   If a grievance arises from action or inaction on the part of a member of the administration at a level above the immediate supervisor, the grievant shall submit such grievance in writing to the Assistant Superintendent, Human Resources or his/her designee.

9. Forms

   Forms for filing and processing grievances shall be prepared jointly by the District and the Union with the cost being borne jointly.

10. Grievance without Intervention

    An unit member may present a grievance and have the grievance adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement; provided that the District shall not agree to a resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

11. Discharge of Duties

    The grievant shall continue to discharge his/her duties and comply with the directions of the administration until the grievance is resolved.

UNIT MEMBER RIGHTS

A. Unit members shall have the right to union representation at any meeting with management, which may lead to disciplinary action.

B. Discipline shall be administered in accord with the rules of the Personnel Commission.

C. There shall be only one official personnel file. With prior notice, unit members shall have the right to review their District personnel file on District time. Written reprimands shall be sealed in a unit member's personnel file after three (3) years, provided there has not been a recurrence of the same or similar incident. The sealed documents may be reopened and examined in the event a letter of reprimand or other derogatory information is entered in the file after the three (3) year time period to ascertain whether the new derogatory information represents a recurrence. If so, the sealed documents may be unsealed.

D. A unit member claiming a violation of the District's policy(ies) on nondiscrimination, harassment and/or intimidation is entitled to Union representation in pursuing such claim. A unit member shall not be retaliated against for submitting a complaint to the District pursuant to this paragraph.

The District's findings pursuant to a claim filed under such policy(ies) are not subject to the grievance procedure.

E. Reclassification shall proceed in accord with the rules of the Personnel Commission subject to negotiation by the parties and agreement by the Personnel Commission.

F. All unit members shall be provided with the job description (job duties) at the beginning of the school year and when beginning a new position.

G. Recognizing the need to maintain a safe and secure environment, the District and SEIU agree that the primary purpose of electronic surveillance on building, school buses and electronic tracking systems, including but not limited to card keys and GPS installed in District vehicles, is to promote the safety and security of students, staff and property and is not intended for employee discipline. In matters involving theft, property damage, or misuse of District property, information from electronic tracking and surveillance technology installed on District property shall not be used in lieu of an investigation, to initiate disciplinary action.

Every unit member who operates District property equipped with electronic tracking technology shall be notified in writing that the property is equipped with electronic tracking technology.

The Union has the right to review any information generated by the electronic tracking and/or surveillance technology "as provided by the California Public Records Act (Government Code section 6250 et seq.), Chapter 6.5 of the Education Code (commencing with section 49060) related to Public Records, and the federal Family Education Rights and Privacy Act (20 U.S.C. section 1232g)."

UNION RIGHTS

A. With prior notice to the Assistant Superintendent, Human Resources or the Classified Personnel Assistant, the Union president or designee shall be provided reasonable release time to represent unit members in employment relations with the District.

B. The site based management committee appointed at individual sites (Site Representative Council) shall include a representative from the Maintenance and Operations unit chosen by his/her peers. Participation on the committee shall be voluntary if the committee meets during the unit member's non-work hours and no compensation shall be available for participation on the committee during those times.

C. Should SEIU Local 1021 believe that the District is out of compliance with any Education Code Section or Board Policy/Regulation and the non-compliance is adversely affecting a unit member, the Union shall discuss the matter with the Assistant Superintendent, Human Resources. Subsequent to this discussion, if the matter is not resolved the Union shall put the complaint in writing. The District shall investigate the complaint and respond in writing within thirty (30) days.

D. Prior to contracting out work normally performed by SEIU Local 1021 unit members, the District will do the following:

1. Comply with the requirements of Education Code section 45103.1 or any other applicable provision of law.

2. The District will seek input from the appropriate crafts unit member, subject to the unit member's availability. The crafts unit member will review the drawings and/or specifications and submit his/her recommendations to the Director of Maintenance or his/her designee.

3. In the case of an emergency, where the District has utilized the "Emergency call list" or equivalent, and no member can be secured, the District may retain an outside contractor to stabilize the situation.

E. SEIU Local 1021 shall have the right to use school mailboxes and bulletin board spaces to share information related to matters of SEIU concern with its unit members to the extent permitted by law. Political campaign literature shall not be posted on school bulletin boards or distributed by SEIU, nor shall school facilities or equipment be used in any manner for political purposes in violation of Education Code section 7054.

F. In fulfilling its role as exclusive bargaining representative, the Union, consistent with EERA Art. 4, Section 3543.1.B shall have the right of access district grounds and facilities to contact employees' in-person and onsite upon notification to the district.

G. The SEIU Chapter President and Field Representative of the Union shall be notified of all scheduled Board meetings and provided with an electronic link for access to the posted agendas 72 hours prior to all regularly scheduled Board meetings.

UNION RIGHTS

H. The District shall provide a seniority list of personnel employed by the District in the SEIU bargaining unit, upon request of the Union.

I. Contact, Biographical and/or Demographic Information of Unit Members Requested by Third-Parties

1. The District shall promptly notify the Union of any third party requests for contact, biographical and/or demographic information about the bargaining unit members and provide the Union with a copy of the request and any materials submitted with the request.

2. The District shall provide to the Union ten (10) days to review such requests and challenge the scope of the request prior to the District responding to the request. The District agrees to consider the Union's response prior to disclosing to a third party any contact, biographical, and/or demographic information about the bargaining unit members.

3. The employer agrees that it will not create a report for a non-exclusive representative requestor that does not already exist except where otherwise required by law.

J. New Employee Orientation (NEO)

1. Definitions

a. For purposes of this agreement, New Employee Orientation (NEO) means the once monthly scheduled meeting for newly hired employees in which these employees are advised of employee rights, benefits, duties and responsibilities, as needed, and during which the Union is provided an opportunity to make a presentation to the newly hired employees consistent with this agreement.

b. Also, for purposes of this agreement, "newly hired employee" means any employee, whether permanents, full-time or part-time, hired by the District into a position within the bargaining unit, and who is still employed as of the date of the new employee orientation (NEO).

2. Union Access to New Employee Orientation (NEO)

The Union shall have access to employees newly hired into positions within bargaining unit at a new employee orientation as follows:

UNION RIGHTS

a. Each newly hired employee shall be required to attend and participate under the provisions of AB119, in a monthly orientation NEO session conducted and arranged by the District and the Union at a District location during regular working hours, and without loss in compensation. The District shall notify newly hired employees in writing at least forty-eight (48) hours in advance of the monthly orientation session.

b. The Union's presentation during the monthly orientation session shall be the first item on the agenda and will last 30-60 minutes based on the number of attendees: 30 minutes for 1-5 employees and up to 60 minutes for more than 5 employees.

c. Union designees who are members of the unit shall receive release time to conduct the sessions covered under this agreement:

   i. 1-5 New Employees = 1 member
   ii. 6-15 New Employees = 2 members
   iii. 16-30 New Employees = 3 members

d. The District shall grant release time for the Union presenters to conduct the monthly orientation session, including reasonable time for travel and set up, without loss in compensation. The District shall release the newly hired employees to attend and participate in this orientation session.

e. Any newly hired employee who misses the scheduled orientation session immediately following their hire date shall attend the next immediately scheduled monthly orientation session or attend a make-up NEO within a week following the monthly scheduled NEO at a Union designated site without loss in compensation.

f. An employee's refusal to participate does not constitute a violation by the District of any provision of this section.

g. The District representatives shall be absent from the room during any orientation sessions conducted by the Union with newly hired employees.

h. The Union shall have a right to access and use the District's facilities, wi-fi where available, and audio-visual equipment to conduct the orientation sessions with newly hired employees described in this article.

i. The Union shall be notified of newly hired unit members within five (5) days of the date of hire.

UNION RIGHTS

j. The District shall provide the Union an electronic list of expected participant(s) at least forty-eight (48) hours in advance of the new employee orientation. Said list will include the name, job title, department, work location, and work/shift schedule of newly hired employees.

3. Union Access to Employee Information

a. Within 30 days the District shall provide the Union designee(s) with the following information for any newly hired employee:

i. Name
ii. Job title
iii. Department
iv. Work Location
v. Work Telephone number
vi. Home and personal cellular telephone numbers
vii. Personal and work email addresses
viii. Home address

b. The District shall provide the information in (a) above to the Union designee(s) for all unit members on the first business day of the month in September, December, March, and June.

c. The District shall provide an employee's home and personal cellular telephone number or email address to the Union.

d. The information above shall be provided to the Union designee(s) in a mutually agreeable format.

4. Annual Agreement

a. The Union and District agree that the Union shall have the right to present for one (1) hour at the annual department meeting.

i. If the training annual department meeting does not require a lunch break period the Union shall have the right to present for thirty (30) minutes at the beginning of the training.

DISTRICT RIGHTS

A. All District rights and functions, including its power and authority to direct, manage, and control the operation of the District, and adopt rules and regulations, shall remain vested with the District, except as specifically and expressly abridged by this Agreement.

B. The Board of Education may declare an emergency and may suspend pertinent provisions of this contract for the period of time necessary to correct the effect of the emergency. Determination by the Board of Education that an emergency exists shall not be subject to the grievance procedure.

BUS DRIVERS

A. Bus Routes and Work Hours

1. Positions within the transportation department will be offered to bus drivers as full time or part time.

a. Full time bus drivers will have daily time supplemented with duties including, but not limited to washing buses, cleaning interiors of buses, repairing bus seats, checking the fluid levels of buses, shuttling buses and other District vehicles to outside repair facilities, moving the PM trailer or delivering conduct reports to schools.

b. Full time drivers will also be considered support personnel to Facilities and Operations and may perform duties within the Grounds Department.

c. Part time bus drivers will only drive school buses and not be considered support for Facilities and Operations work.

d. All bus drivers assigned to work six (6) hours or more per day shall be considered full time for the purposes of health and welfare benefits.

e. Any bargaining unit member reassigned as a bus driver shall have their original position backfilled for the time that the unit member is reassigned as a bus driver.

2. Bidding of Routes

a. Pursuant to Article V.G, bus drivers shall bid for routes on their first work day of the school year. Routes will be re-bid (according to the same provisions) during the first week of December.

b. Starting and ending time for bus drivers will be determined by the needs of the District. These times will be established by the Transportation Supervisor.

c. Any route changes of thirty (30) minutes or more will necessitate a re-bid process.

3. Bus Driver Stipend

The District shall provide a stipend of $35 per month to any unit member who is not employed in a bus driver position, but who maintains his/her bus driver's license and serves as a bus driver in the District at least once per month.

4. Split Shift Pay

a. Full time bus drivers will not receive the split shift pay differential.

b. Part time bus drivers with a split of more than 2 hours between their shifts will receive a split shift differential pay equivalent to one hour of their current pay.

c. The split shift pay shall not count towards vacation, sick leave, or PERS contributions.

BUS DRIVERS

5. Non-driving Times
All drivers shall be maintained as full time at seven and one-half (7.5) hours per day. During any non-driving times, the District shall assign drivers to the following activities, at the discretion of the Transportation Supervisor or Director of Operations:

a. Wash exterior of buses

b. Clean exterior of buses

c. Repair bus seats

d. Check fluids of buses

e. Shuttle buses or other vehicles to outside repair facilities

f. Move Preventative Maintenance (PM) trailer

g. Deliver conduct reports to sites

h. Other transportation duties as assigned

B. Shortened or Minimum Days

On shortened or minimum days, drivers shall remain for their full day's work. Upon approval of the supervisor, a driver may elect to use accumulated comp time if they choose to leave at the completion of their scheduled work day.

C. Activity Trips

1. A rotation list shall be maintained for the following categories of trips:

a. Lunchtime – during the hours of 10:00am and 12:00pm

b. Daytime – during the hours of 4:00pm and 7:00pm

c. Swing – for trips that return after 7:00pm

d. Weekends – Saturdays and Sundays

e. Unscheduled – during times when no work is regularly scheduled such as winter and spring recess and summer breaks between school sessions.

BUS DRIVERS

2. Offering of Trips

Trips shall be offered to each qualified driver in rotation from each list (from section A). If a driver turns down a trip, it shall be indicated as such on the rotation list and the driver must indicate this by marking the trip sheet in the appropriate area and returning the trip sheet to the Supervisor no later than three (3) days before the date of the trip they are declining. If a driver passes on a trip, it shall be offered to the next on the list, until accepted. If all regularly assigned drivers on the list decline the assignment, it shall be offered to qualified drivers from other departments. If no driver accepts the trip, it shall be chartered.

3. Last Minute Trips

If a trip is presented to a driver with less than two (2) days' notice, and the driver declines it, he/she shall maintain his/her position on the rotation list. If the driver accepts it, it will be counted.

4. Non Student Days

When there are trips available, the trip shall be offered in the same manner as in III A. above.

D. Weekend Trips

If a trip is scheduled on a weekend, the driver shall remain at the site of the trip unless it is deemed an unsafe location to park or for driver safety. In this case, as deemed by the Supervisor of Transportation, the driver may be allowed to park in a different location or return to the yard if within fifteen (15) miles of the yard and remain there until such time needed to return and pick up the trip. The driver shall always take the portable 2-way communications device with him/her when he/she leaves the area of the bus to be able to remain in contact with the Transportation Supervisor, if needed.

E. Weekday / After School / Weeknight Trips

1. Weekday Trips

a. As with all trips, weekday trips shall be offered on a rotational basis.

b. If deemed necessary by the Supervisor of Transportation, the driver shall return to the District from the drop-off point of the trip to run routes or participate in other bus related activities, as directed.

BUS DRIVERS

2. After School Trips / Weeknight Trips

   a. If further than fifteen (15) miles from the yard and parking/safety are issues, the bus may be moved to a different location to wait. The Supervisor must be notified of this by using the 2-way communications device. If the driver stays at the trip location, he/she should take dinner as soon as possible after parking the bus to prevent drowsiness on the trip back to school. This is considered a safety issue and the driver must be aware of this factor in evening driving. The driver shall keep the portable 2-way communications device with him/her at all times when away from the bus.

   b. New bus drivers will not be allowed to take night or weekend trips for the first four (4) months of employment. This is to allow the District adequate time to evaluate the driver and time for the bus driver to become knowledgeable in the special needs of activity trips taken.

   c. Night or weekend trips may include meal stops for the group on the bus. If this occurs, the driver shall ensure that the bus is secured and legally parked before leaving the bus unattended to eat. The bus shall not be parked in a manner that impacts the parking of other vehicles in a parking lot. The driver shall obey all parking restrictions and regulations and shall be responsible for any and all penalties he/she may receive for violations.

F. Bus Driver Work Rules

1. Bus drivers shall sweep the floor and dust the dash area. Windows and mirrors used for driving shall be kept clean.

2. Bus drivers may be called upon by management to call parents or schools regarding complaints, concerns, or special notifications needed. In no event will the driver be required to call or meet with a parent if the parent has made any threats toward any driver or if the driver has made a child abuse report or similar circumstances. If a student misbehaves, the driver may contact the parent/guardian at his/her discretion.

3. If a student conduct report is written, the driver and supervisor will review the electronic recording and save appropriate data. This is done to preserve the documentation of the behavior.

4. Drivers shall ensure all reports are completed and submitted at the time required. All mileage and times are to be entered and subtracted/added as indicated. Reports not complete shall be returned to the driver for completion.

5. Bus routes may be altered by management to accommodate absences. These changes will be posted in the driver's room as soon as is practical.

BUS DRIVERS

6. If there is a staffing shortage at Facilities and Operation offices, bus drivers may be called upon to perform necessary phone back up. Management/office staff will stagger breaks to minimize the need for driver office coverage.

7. Drivers will be given trip sheets for each field trip outlining the necessary information needed to effectively complete the trip. If more than one driver is involved in the trip, each driver will be provided a copy. Mileage and times shall be recorded by the driver so appropriate charges may be made to the school for the trip. The driver shall give a pre-trip information speech to every group taken on activity trips outlining the emergency information required by law and sign and submit a form indicating it was completed.

8. Buses cannot be used for personal errands.

9. No unauthorized persons may be allowed on the bus without permission from management.

10. When a bus has a mechanical problem and cannot be driven, the driver shall use a spare bus that is not assigned to another driver.

11. Buses will be assigned to a route for the entire year, unless needs dictate a change. This shall be at the discretion of the Transportation Supervisor.

12. Buses will be assigned to routes based on capacity, mechanical ability, and driver proficiency.

13. Bus drivers and the District will adhere to laws pertaining to hours on duty, which prohibit a driver from being on duty for more than sixteen (16) hours from first reporting to duty and being behind the wheel for more than ten (10) hours as well as not being on duty for more than eighty (80) hours in eight (8) consecutive days. Working for any other employer for compensation counts as on duty time towards the sixteen (16) hour rule and the eight (8) day/eighty (80) hour rule.

G. Safety, Security, and Training

1. Students

The bus driver's role is to ensure safe transportation and a safe environment for the passengers they serve.

a. All bus drivers shall comply with all laws, rules, and regulations set forth by state and federal agencies overseeing the transportation of passengers on school buses.

BUS DRIVERS

b. Bus drivers will ensure they are available to their passengers when stationed at school sites. If a driver needs to leave the area where the bus is stationed, he/she must call into the transportation base to inform them of such.

c. Bus drivers will ensure that passengers are not left without a means of safe return from their trip destinations.

2. Unit members

The District shall ensure that the bus driver is provided with a safe work environment.

a. All applicable safety requirements for the maintenance of school buses will be adhered to.

b. Concerns from bus drivers about this will be addressed directly to the Transportation Supervisor verbally, and if follow up is needed, in writing.

c. Daily condition reports as required by law will be submitted to the supervisor at the completion of each days work.

d. The District will maintain lighting, alarm systems, and communications to supervisors for after hours work.

3. Training

The District shall provide the legally required hours of in-service training each year to ensure each driver has access to the minimum of ten (10) hours, as required by law. The District shall provide the required ten (10) hours of classroom training for renewal of the driver's certificate within the last twelve (12) months of certificate validity, as required by law. The District will provide this training prior to the six (6) month window to start the renewal testing process.

a. It shall be the responsibility of each driver to attend training meetings provided by the District.

b. Each driver has the responsibility to maintain all required licenses and documents to keep their ability to legally drive a school bus current.

c. The District Transportation Supervisor shall notify each driver of the upcoming expiration of each license/document the driver holds in sufficient time for the driver to renew that license/document.

BUS DRIVERS

4. In accordance with law, the driver may renew their school bus certificate and commercial driver license six (6) months prior to their expiration date(s). If a driver fails to renew a document required by law to maintain his/her legal status to drive a school bus, or if he/she fails to renew their special certificate or commercial license prior to expiration, the driver shall be placed into unpaid leave status until such time said documents have been renewed, submitted, and cleared by the California Department of Motor Vehicles (DMV) to drive again. The Supervisor of Transportation shall confirm with the DMV that all documents are current before allowing the driver back to work.

If a driver fails to renew their school bus certificate within one year after it has expired and falls into the legally defined “original status” again, the District will be under no obligation to provide training for the driver or retain the driver as a unit member.

The District may provide and require drivers to attend more than the minimum hours of training required by law.

District Proposal re: Transportation Dispatcher:

1. Terminate the August 7, 2023 Memorandum of Understanding addressing the Transportation Dispatcher salary and eliminate the stipend provided effective July 1, 2025.
2. Transportation Dispatcher classification to remain at Range 18.
3. Establish a new flat monthly of $750 for the Transportation Dispatcher ($9,000 annually) effective upon ratification of this agreement.

CHILD NUTRITION

4. Minimum Hours

The minimum hours for unit members in Child Nutrition assignments hired on, or after July 1, 1997 shall be two (2) per day.

1. During the 2013-2014 fiscal year, the District will retain an outside consultant or agency to conduct a time study of the Child Nutrition classifications to determine whether the hours set forth in paragraph (1) above should be altered for the 2014-2015 fiscal year and thereafter.

2. The District and the Union will mutually agree on the outside consultant or agency that will be retained to conduct the time study described in paragraph (a) above.

3. Upon completion of the time study described in paragraph (a) above, the District and the Union will meet to negotiate implementation of the findings from the time study.

5. Rest Periods

Child Nutrition unit members are not required to take unpaid breaks on days that there is a site schedule change. This section does not apply if a unit member's regularly assigned schedule is not changed.

6. Assignment of Hours

Child Nutrition unit members shall have the right to assignment of hours in order of seniority within classification.

7. Work Year

A Child Nutrition unit member's normal work year shall be established in accordance with the District calendar. Unit members at different sites may have different workdays. A Child Nutrition unit member's normal work year shall be the number of days students are in attendance plus one day.

8. Meal

Child Nutrition unit members, including Custodians assigned to assist in the kitchen, shall have the option each shift to receive a meal at no cost to the unit member.

CHILD NUTRITION

9. Advanced Authorization for Child Nutrition Hours

No work beyond assigned time shall be performed unless it is authorized in advance by the High School Kitchen Managers for high school personnel, or the Director of Child Nutrition or designee for all other unit members. If management becomes aware at any time that a unit member has worked without prior authorization, the unit member will be instructed to conform work time to assigned hours.

10. Long Term Temporary Assignment for Child Nutrition

A. LONG TERM TEMPORARY REASSIGNMENT PROGRAM:

a. The San Lorenzo Unified School District Child Nutrition Department shall make a Long Term Temporary Assignment Circular available to each unit member in the Department prior to the start of each school year. The District shall create a Long Term Temporary Assignment List (LTTAL) from the circulars.

b. All permanent unit members wishing to be considered for assignments from the LTTAL shall sign and return the circular to the Child Nutrition Department no later than the fifth (5^{th}) working day after distribution of the circular. Unit members returning from authorized leaves shall notify the Child Nutrition Department of their determination to be placed on the LTTAL no later than the fifth (5^{th}) day after they resume service or become permanent. This list will be established by October 1 of each year and made available to union representatives by October 2. Any additions to these lists will be given by notice to the appropriate union representative in a timely fashion.

c. Unit members shall remain on the LTTAL until the following fall. Any unit member that removes themselves from the LTTAL must wait until the next fall sign-up to reestablish their eligibility.

d. An assignment that becomes open on a temporary basis for more than fifteen (15) working days due to an unit member's exercise of leave shall be offered to qualified unit members on the LTTAL according to the following order and process:

   i. Unit members in the classification at the site, based on seniority, on the LTTAL

   ii. Qualified unit members in other classifications at the site, based on seniority, on the LTTAL.

CHILD NUTRITION

iii. Unit members in the classification, district-wide, based on seniority on the LTTAL

iv. Qualified unit members district-wide, based on seniority on the LTTAL

e. Assignments for coverage of temporarily vacant assignments that are fewer than fifteen (15) days shall be made in accordance with the ADDITIONAL HOURS provisions of this article.

f. Unit members so assigned shall remain in the Long-term Temporary Assignment for the duration of the leave, or for a maximum of six (6) months.

g. Unit members declining an assignment from the LTTAL, or upon completion of an assignment, shall rotate to the bottom of the list.

h. Some assignments may require training. The District is committed to offer training to all unit members who express an interest on the circular. Such training shall be offered at all effected sites in a reasonable time frame. Training at sites will be offered first to senior unit members who indicate their interest in training on the circular. In the event that the District experiences delays in offering training as per the Article, the Union agrees to meet with the District to facilitate a solution to those challenges.

2. Additional Hours and Daily Extra Work Assignments for Child Nutrition Unit Members

a. Extra Work is defined as work that is not contained in any regular permanent assignment.

b. Additional Hours are defined as a work assignment beyond the unit member's regular work due to filling another unit member's position for the duration of their absence.

c. The Child Nutrition Department shall make an Extra Work and Additional Hours Assignment circular available to all unit members in the department prior to the start of each school year. This circular shall include an opportunity for the unit member to indicate their interest in working classifications other than their regular assignment as well as assignments in their regularly assigned classification. All unit members wishing to be considered for assignments from the Extra Work List or Additional Hours List shall sign and return the circular to the Child Nutrition Department no

d. later than the 5th working day after distribution. The District shall create an Extra Work List (EWL) and Additional Hours List from the circulars. New hires and unit members returning from authorized leaves shall notify the Child Nutrition Department of their determination to be placed on these lists no later than the 5th day after they commence or resume service. These lists will be established by October 1 of each year and made available to union representatives by October 2. Assignments from these lists will be posted at each site on a weekly basis to show rotation. Any additions to these lists will be given by notice to the appropriate union representative in a timely fashion.

e. Extra work shall be assigned from the lists according to the following order and process:

i. Unit members in the classification at the site, based on seniority, on the Extra Hours and Additional Hours lists.

ii. Qualified unit members in other classifications at the site, based on seniority, on the Extra Hours and Additional Hours Lists.

iii. Unit members in the classification, district-wide, based on seniority on the Extra Work and Additional Hours Lists.

iv. Qualified unit members in all classifications District-wide based on seniority on the Extra Work and Additional Hours Lists.

f. A unit member who declines work for any reason shall rotate to the bottom of the appropriate list. Unit members accepting an assignment from either list shall rotate to the bottom of that list following completion of the assignment. Unit members who are passed for Extra Work or Additional Hours Assignments because they are already working during the time of the assignment will maintain their place on the list.

3. Training and Notification

a. The District shall make available for the designated union representative a copy of both the Long Term Temporary Assignment and the Extra Work and Additional Hours lists. A copy of the assignment logs for all lists shall be made available to the Union upon reasonable request.

b. Grievances arising out of the application of these procedures shall be deemed timely so long as they are filed within ten (10) working days of the Union's receipt of the above referenced logs.

CHILD NUTRITION

11. Holidays

There will be flexibility in the scheduling of holidays for Child Nutrition employees for contract preparation and delivery.

12. Safety

The district shall allocate no less than two employees to transport snack bar carts to and from all locations.

13. Travel Times for Child Nutrition Employees

Regular scheduled split shift assignment with less than a 30-minute break will have no interruption in paid status. Employees will be paid for actual real time it takes to travel from point A to point B. It will be the employee's responsibility to keep track of his/her mileage.

For example:

San Lorenzo to Edendale	5 minutes
San Lorenzo to Washington Manor	15 minutes
Arroyo to Bohannon	5 minutes
Arroyo to Washington Manor	10 minutes

14. Snack Cart Operated by Adult School Transition Class

In the Spring semester of 2010, the Special Education students in the adult transition class operated a snack cart at the District Office.

SEIU agrees that students from the adult transition class may continue this practice limited to a location at the District Office. The District and the Union agree that this could be perceived as Union work, and agree to review the program on a yearly basis. If the Union or the District believes it negatively impacts SEIU bargaining unit work, the parties may enter into discussion on its potential adjustment or termination.

Campus Safety Assistant

Campus Safety Assistant (CSA) are regular (probationary or permanent) employees within the unit and are covered by all provisions of this Agreement except as may be specified below. The job classification title of Campus Safety Assistant (CSA) replaces the job classification title of Lunch Period Supervisor (LPS).

A. Minimum Hours

The minimum hours for unit member in the Campus Safety Assistant (CSA) classification shall be one and one-half (1.5) hours per day.

B. Hire Date and Layoffs

The CSA Hire Date shall be the most current hire date of continuous service in the CSA classification. "Continuous service" means that the members has not had a break in service longer than 39 months.

Campus Safety Assistants (CSAs) who were hired before the establishment of the CSA classification shall have their Hire Date as a regular employee based on the defined as their date of hire as a Lunch Period Supervisor (LPS). This means that for a CSA who was hired before the establishment of the CSA classification unless otherwise specified elsewhere in the Collective Bargaining Agreement, their seniority, pay step, longevity pay, vacation accrual, and all other rights and benefits determined by their Hire Date shall be based on their Hire Date as a LPS.

C. Additional Hours

Unit members employed in the Campus Safety Assistant (CSA) position shall have the right to be considered for Campus Safety Assistant (CSA) positions with increased hours based on the unit member's seniority within the Campus Safety Assistant (CSA) classification.

Any overtime or additional hours shall be offered to CSAs at the site before it is offered to CSA outside the site. CSA shall be exempt from the Article V(F) "Split-Shift Differential."

D. Work Year

A Campus Safety Assistant (CSA)'s normal work year shall be established in accordance with the District calendar. CSA at different school sites may be assigned different workdays as determined by the school site Principal based on school site needs. A CSA's normal work year shall be the number of days the students are in attendance during the regular school year, not including any summer school programs, plus one additional days.

Campus Safety Assistant

E. Advanced Authorization for CSA Hours

No work beyond assigned time shall be performed unless it is authorized in advance by the Principal or his/her designee. If management becomes aware of any time that an employee has worked without prior authorization, the employee shall be instructed to conform work time to the assigned hours.

F. Evaluations

Campus Safety Assistants shall be evaluated using the form in Exhibit D below.

Further, the Parties agree that the class title “Lunch Period Supervisor” shall be replaced with “Campus Safety Assistant” throughout the Collective Bargaining Agreement (including but not limited to Table of Contents Article II Recognition, Exhibit B and Exhibit D), and that the classification title “Lunch Period Supervisor” shall be replaced with “Campus Safety Assistant” in all relevant District documents, webpages, etc.

DISCIPLINE

A. When utilizing the Disciplinary procedure with a Unit Member, the District shall utilize the tenants of Progressive Discipline. As part of Progressive Discipline, the District shall do the following:

1. Informal meeting with the Unit Member to explain deficiencies;
2. Performance improvement Plan/Coaching Memorandum (with Union Consultation), laying out specific deficiencies, steps to be taken to correct deficiencies, and a timeline for doing so;
3. Formal Warnings, wither written or oral;
4. Suspension/Termination.

B. When the District wants to give a formal warning to a Unit Member, the District shall provide notice of the warning to the Union before the warning is issued. After the warning is issued, at the Unit Member's election, the District and Union shall meet to discuss the substance of the warning and steps that can be taken to remedy the deficiency.

C. When the District has reasonable cause to suspend or terminate a District Representative, Unit Member, and at the Unit Member's discretion, a Union Representative shall meet to discuss the alleged performance deficiencies or charges.

D. The District shall ensure that the meeting occurs at a date and time when a unit member is provided Union Representation.

E. When charges for termination or suspension are served on a Unit Member, the District shall permit a Union designated Shop Steward up to tow (2) days release time to perform the Union's investigation of the alleged deficiencies or charges. If more time is required, the Union will submit in writing a request for additional time to the Assistant Superintendent of Human Resources for approval during the initial two (2) days period.

F. For any written derogatory material placed in the Unit Member's personnel file, the Unit Member shall have ten (10) days to rebut in writing. The rebuttal shall be placed in the Unit Member's personnel file with the written warning

COMPLETION OF AGREEMENT: SAVINGS CLAUSE

A. This Agreement shall not be effective until ratified by the Board and by the members of the Union and upon ratification shall remain in full force and effect without change, addition, or amendment from that date to June 30, 2021 except as provided in B. and C., below, and Article XXIV of this Agreement.

B. The provisions of this Agreement shall prevail over contradictory written policies, administrative regulations, and state laws to the extent permitted by law.

C. If any provision of this Agreement or any application thereof to any unit member is held by the final judgment of a court of competent jurisdiction, or a final, un-appealed decision of the Public Employment Relations Board, to be contrary to law, then such provision of application shall be deemed invalid, to the extent required by such judgment or decision, but all other provisions or applications shall continue in full force and effect. The parties shall, within thirty (30) days after finality of the judgment or decision, meet for the purpose of negotiating a comparable substitute provision.

CONCERTED ACTIVITIES

A. It is the intent of the parties that during the term of this Agreement the members of the Unit shall faithfully and diligently perform all of the duties associated with their positions. There shall be no strike, slow-down, work stoppage, or any other failure to perform assigned duties properly by the Union, its officers or member of the Unit.

B. In the event that members of the Unit take any steps in violation of the provision of this section, the Union shall make every effort to prevent such activities and to induce the employees to comply with the terms of this Agreement.

EFFECT OF AGREEMENT

Insofar as the provisions of this Agreement are inconsistent with District policies or procedures, the provision of this Agreement shall prevail over such policies or procedures to the extent permitted by state law.

The terms and conditions set forth in this Agreement represented the full and complete understanding and agreement between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of the parties in a written amendment executed in the same manner as this Agreement.

TERM OF AGREEMENT

The Term of this Agreement is for three (3) years, effective July 1, 2025 through June 30, 2028.

The Parties agree that this Agreement completely and fully resolves negotiations for the 2025-2026 school year.

Either Party may reopen the salary (Article XIV – Salaries) and/or health and welfare benefits (Article XI – Unit Member Benefits) articles, and up to two (2) non-economic articles for each year of the term of the agreement.

EXHIBIT A

SAN LORENZO UNIFIED SCHOOL DISTRICT - HUMAN RESOURCES DEPARTMENT

SEIU BARGAINING UNIT MEMBERS

HEALTH PLAN RATES

Effective January 1, 2026 (Premium rates subject to change & 2026 rate changes effective December 2025 paycheck)

Not all medical plans are available in all counties. Please refer to the CalPERS Health Benefits Summary Guide. Enrollment into dental & vision are mandatory for all full-time employees.
For any additional information please contact CalPERS directly at 888-225-7377

	CalPERS Bay Area Regional Premiums						
	12 - Month Employees			11 - Month Employees			
	Monthly Premiums	District Contribution for Full Time Employees	Employee Monthly Cost-Share (based on full time Employees)	Converted Premiums for 11-Month Employees	District Contribution for 11-Month Full Time Employees	Employee Monthly Cost-Share for 11-Month Full Time Employees	Plan Type Code
District Contribution By Month Code ➢		I			II		
Anthem Blue Cross Select HMO							
Employee Only (Plan Code 4541)	$ 1,336.29	$ 871.82	$ 464.47	$ 1,457.77	$ 951.08	$ 506.69	
Employee + 1 (Plan Code 4542)	$ 2,672.58	$ 1,465.99	$ 1,206.59	$ 2,915.54	$ 1,599.26	$ 1,316.28	A
Employee +2 or more (Plan Code 4543)	$ 3,474.35	$ 1,850.54	$ 1,623.81	$ 3,790.20	$ 2,018.77	$ 1,771.43	
Anthem Blue Cross Traditional HMO							
Employee Only (Plan Code 4501)	$ 1,612.08	$ 871.82	$ 740.26	$ 1,758.63	$ 951.08	$ 807.56	
Employee + 1 (Plan Code 4502)	$ 3,224.16	$ 1,465.99	$ 1,758.17	$ 3,517.27	$ 1,599.26	$ 1,918.00	A
Employee +2 or more (Plan Code 4503)	$ 4,191.41	$ 1,850.54	$ 2,340.87	$ 4,572.45	$ 2,018.77	$ 2,553.68	
Blue Shield Access+ HMO							
Employee Only (Plan Code 1021)	$ 1,301.95	$ 871.82	$ 430.13	$ 1,420.31	$ 951.08	$ 469.23	
Employee + 1 (Plan Code 1022)	$ 2,603.90	$ 1,465.99	$ 1,137.91	$ 2,840.62	$ 1,599.26	$ 1,241.36	A
Employee +2 or more (Plan Code 1023)	$ 3,385.07	$ 1,850.54	$ 1,534.53	$ 3,692.80	$ 2,018.77	$ 1,674.03	
Kaiser Permanente HMO							
Employee Only (Plan Code 1041)	$ 1,168.86	$ 871.82	$ 297.04	$ 1,275.12	$ 951.08	$ 324.04	
Employee + 1 (Plan Code 1042)	$ 2,337.72	$ 1,465.99	$ 871.73	$ 2,550.24	$ 1,599.26	$ 950.98	A
Employee +2 or more (Plan Code 1043)	$ 3,039.04	$ 1,850.54	$ 1,188.50	$ 3,315.32	$ 2,018.77	$ 1,296.55	
United Healthcare SignatureValue Alliance							
Employee Only	$ 1,290.06	$ 871.82	$ 418.24	$ 1,407.34	$ 951.08	$ 456.26	
Employee + 1	$ 2,580.12	$ 1,465.99	$ 1,114.13	$ 2,814.68	$ 1,599.26	$ 1,215.41	A
Employee +2 or more	$ 3,354.16	$ 1,850.54	$ 1,503.62	$ 3,659.08	$ 2,018.77	$ 1,640.31	
Western Health Advantage (available only in Marin, Napa, Sonoma, Solano, Yolo, Sacramento, El Dorado, Placer, Colusa counties)							
Employee Only (Plan Code 1791)	$ 969.58	$ 871.82	$ 97.76	$ 1,057.72	$ 951.08	$ 106.65	
Employee + 1 (Plan Code 1792)	$ 1,939.16	$ 1,465.99	$ 473.17	$ 2,115.45	$ 1,599.26	$ 516.19	A
Employee +2 or more (Plan Code 1793)	$ 2,520.91	$ 1,850.54	$ 670.37	$ 2,750.08	$ 2,018.77	$ 731.31	
PERS Platinum							
Employee Only (Plan Code 1061)	$ 1,670.14	$ 871.82	$ 798.32	$ 1,821.97	$ 951.08	$ 870.89	
Employee + 1 (Plan Code 1062)	$ 3,340.28	$ 1,465.99	$ 1,874.29	$ 3,643.94	$ 1,599.26	$ 2,044.68	A
Employee +2 or more (Plan Code 1063)	$ 4,342.36	$ 1,850.54	$ 2,491.82	$ 4,737.12	$ 2,018.77	$ 2,718.35	
PERS Gold							
Employee Only (Plan Code 1261)	$ 1,120.58	$ 871.82	$ 248.76	$ 1,222.45	$ 951.08	$ 271.37	
Employee + 1 (Plan Code 1262)	$ 2,241.16	$ 1,465.99	$ 775.17	$ 2,444.90	$ 1,599.26	$ 845.64	A
Employee +2 or more (Plan Code 1263)	$ 2,913.51	$ 1,850.54	$ 1,062.97	$ 3,178.37	$ 2,018.77	$ 1,159.60	
Delta Dental Group 7046-0228 Ortho		**$ 134.97**			**$ 147.24**		B
Vision Service Plan (VSP) Group 0104		**$ 29.84**			**$ 32.55**		C

Note: Full-time employees who opt out of District medical coverage are eligible to receive $220.75 per month cash-in-lieu with proof of other medical coverage.

Note: Part-time employees working more than four (4) hours per day shall be offered $75.00 per month payment as cash-in-lieu of health benefits under the 125 plan.

ATTENTION 11 MONTH EMPLOYEES OR LATE START EMPLOYEES - Any changes made to your benefits (add/delete dependents, enrollment, termination, plan changes, etc.) after the first payroll cycle of the new school year (August for 11 Month Employees) will result in additional adjustments and/or different than listed deductions to make sure your summer health benefits are paid in full by the June payroll.

Exhibit B

SAN LORENZO UNIFIED SCHOOL DISTRICT
OPERATIONS / SUPPORT UNIT
Salary Schedule 2024-2025

HOURLY					RANGE	MONTHLY				
A	B	C	D	E		A	B	C	D	E
39.03	40.95	43.23	45.42	47.90	**19**	6,341.71	6,654.76	7,024.25	7,380.92	7,783.77
34.36	36.34	38.36	40.31	42.52	**18**	5,583.02	5,905.28	6,232.90	6,550.78	6,908.84
32.01	33.59	35.45	37.26	39.29	**17**	5,201.16	5,457.75	5,760.53	6,054.33	6,385.34
30.78	32.28	34.08	35.82	37.78	**16**	5,001.01	5,246.06	5,538.58	5,820.83	6,139.01
27.86	29.39	30.87	32.43	34.21	**15b**	4,527.60	4,776.49	5,016.41	5,270.44	5,559.10
29.58	31.03	32.75	34.42	36.30	**15a**	4,806.00	5,042.07	5,321.75	5,592.46	5,899.09
27.45	28.83	30.27	31.82	33.55	**15**	4,460.88	4,685.40	4,918.90	5,170.36	5,451.33
27.32	28.68	30.27	31.82	33.55	**14**	4,439.07	4,659.74	4,918.90	5,170.36	5,451.33
27.86	29.24	30.87	32.43	34.21	**13a**	4,527.60	4,752.12	5,016.41	5,270.44	5,559.10
27.32	28.68	30.27	31.82	33.55	**13**	4,439.07	4,659.74	4,918.90	5,170.36	5,451.33
26.26	27.56	29.09	30.56	32.23	**12**	4,267.15	4,478.84	4,726.46	4,966.37	5,237.08
23.31	24.47	25.83	27.14	28.63	**11**	3,788.61	3,975.92	4,196.59	4,410.85	4,652.04
23.80	24.96	26.35	27.69	29.20	**10**	3,866.87	4,055.46	4,281.27	4,499.37	4,745.70
23.31	24.47	25.83	27.14	28.63	**9**	3,788.61	3,975.92	4,196.59	4,410.85	4,652.04
21.97	23.05	24.34	25.57	26.97	**8**	3,570.50	3,746.27	3,955.39	4,155.54	4,382.62
20.79	21.82	23.03	24.20	25.99	**7**	3,378.06	3,546.13	3,742.42	3,932.30	4,223.53
20.30	21.30	22.48	23.63	24.92	**6**	3,298.51	3,461.45	3,652.61	3,839.93	4,049.05
17.32	18.18	19.19	20.17	21.27	**5**	2,814.83	2,954.68	3,117.61	3,277.99	3,456.32
20.30	21.30	22.48	23.63	24.92	**4**					

NOTE: Hourly salary is determined by dividing the monthly rate by 162.5

CLASSIFICATION	RANGE	CLASSIFICATION	RANGE
Assistant High School. Building Foreman....	16	Grounds Equipment Operator.....	16
Building Maintenance Specialist.....	17	Head Custodian.....	16
Bus Driver.....	17	Irrigation Technician.....	19
Cafeteria Delivery Driver.....	9	Campus Safety Assistant (CSA/LPS).....	4
Campus Security Officer.....	15	Maintenance Craftsperson (all).....	19
Catering and Delivery Driver.....	10	Middle School Cashier.....	11
Central Kitchen Baker.....	11	Production Chef.....	18
Central Kitchen Warehouse Worker.....	15b	Production Manager.....	13a
Cook.....	11	Salad Maker.....	11
Custodian.....	12	School Lunch Helper /Elementary School Cashier.....	8
Custodian II.....	16	School Lunch Helper I.....	6
District Office Custodian.....	16	School Lunch Helper II.....	8
Groundskeeper.....	13	Transportation Dispatcher	18
		Warehouse Worker.....	15b

Longevity Pay:

$0.96	10 years of service - 1.00% of Range 19 - Step E	$155.68
$1.56	15 years of service - 2.24% of Range 19 - Step E	$252.97
$2.14	20 years of service - 3.00% of Range 19 - Step E	$347.93
$2.51	25 years of service - 3.84% of Range 19 - Step E	$408.65
$3.11	30 years of service - 5.12% of Range 19 - Step E	$505.95
$3.83	35 years of service - 6.40% of Range 19 - Step E	$622.70

Effective July 1, 2024

Exhibit B

SAN LORENZO UNIFIED SCHOOL DISTRICT
OPERATIONS / SUPPORT UNIT
Salary Schedule 2025-2026

HOURLY					RANGE	MONTHLY				
A	B	C	D	E		A	B	C	D	E
40.10	42.08	44.41	46.67	49.22	**19**	6,516.11	6,837.76	7,217.42	7,583.89	7,997.83
35.30	37.34	39.41	41.42	43.69	**18**	5,736.56	6,067.67	6,404.31	6,730.93	7,098.84
32.89	34.51	36.42	38.28	40.37	**17**	5,344.19	5,607.84	5,918.94	6,220.82	6,560.93
31.62	33.17	35.02	36.81	38.82	**16**	5,138.54	5,390.33	5,690.89	5,980.90	6,307.83
28.63	30.20	31.72	33.33	35.15	**15b**	4,652.11	4,907.85	5,154.36	5,415.37	5,711.98
30.39	31.88	33.65	35.36	37.30	**15a**	4,938.17	5,180.72	5,468.10	5,746.25	6,061.32
28.21	29.63	31.10	32.69	34.47	**15**	4,583.56	4,814.25	5,054.17	5,312.55	5,601.25
28.07	29.46	31.10	32.69	34.47	**14**	4,561.15	4,787.89	5,054.17	5,312.55	5,601.25
28.63	30.05	31.72	33.33	35.15	**13a**	4,652.11	4,882.80	5,154.36	5,415.37	5,711.98
28.07	29.46	31.10	32.69	34.47	**13**	4,561.15	4,787.89	5,054.17	5,312.55	5,601.25
26.98	28.32	29.89	31.40	33.11	**12**	4,384.50	4,602.01	4,856.43	5,102.95	5,381.10
23.96	25.14	26.54	27.89	29.42	**11**	3,892.79	4,085.26	4,312.00	4,532.14	4,779.98
24.45	25.64	27.07	28.45	30.01	**10**	3,973.21	4,166.99	4,399.00	4,623.10	4,876.21
23.96	25.14	26.54	27.89	29.42	**9**	3,892.79	4,085.26	4,312.00	4,532.14	4,779.98
22.58	23.69	25.01	26.28	27.71	**8**	3,668.69	3,849.29	4,064.17	4,269.81	4,503.14
21.36	22.42	23.66	24.86	26.71	**7**	3,470.95	3,643.64	3,845.34	4,040.44	4,339.68
20.86	21.89	23.10	24.28	25.60	**6**	3,389.22	3,556.64	3,753.06	3,945.52	4,160.40
17.80	18.68	19.71	20.73	21.85	**5**	2,892.24	3,035.93	3,203.35	3,368.13	3,551.37
20.86	21.89	23.10	24.28	25.60	**4**					

NOTE: Hourly salary is determined by dividing the monthly rate by 162.5

CLASSIFICATION	RANGE	CLASSIFICATION	RANGE
Assistant High School. Building Foreman....	16	Grounds Equipment Operator.....	16
Building Maintenance Specialist.....	17	Head Custodian.....	16
Bus Driver.....	15a	Irrigation Technician.....	19
Cafeteria Delivery Driver.....	9	Campus Safety Assistant (CSA/LPS).....	4
Campus Security Officer.....	15	Maintenance Craftsperson (all).....	19
Catering and Delivery Driver.....	10	Middle School Cashier.....	11
Central Kitchen Baker.....	11	Production Chef.....	18
Central Kitchen Warehouse Worker.....	15b	Production Manager.....	13a
Cook.....	11	Salad Maker.....	11
Custodian.....	12	School Lunch Helper /Elementary School Cashier.....	8
Custodian II.....	16	School Lunch Helper I.....	6
District Office Custodian.....	16	School Lunch Helper II.....	8
Groundskeeper.....	13	Transportation Dispatcher.....	18
		Warehouse Worker.....	15b

Longevity Pay:

$0.98	10 years of service - 2.00% of Range 19 - Step E	$159.96
$1.60	15 years of service - 3.25% of Range 19 - Step E	$259.93
$2.20	20 years of service - 4.47% of Range 19 - Step E	$357.50
$2.58	25 years of service - 5.25% of Range 19 - Step E	$419.89
$3.20	30 years of service - 6.50% of Range 19 - Step E	$519.86
$3.94	35 years of service - 8.00% of Range 19 - Step E	$639.83

Effective July 1, 2025

Exhibit B

SAN LORENZO UNIFIED SCHOOL DISTRICT
OPERATIONS / SUPPORT UNIT
Salary Schedule 2026-2027

HOURLY					RANGE	MONTHLY				
A	B	C	D	E		A	B	C	D	E
40.90	42.92	45.30	47.60	50.20	**19**	6,646.43	6,974.52	7,361.77	7,735.57	8,157.78
36.01	38.09	40.20	42.25	44.56	**18**	5,851.29	6,189.03	6,532.39	6,865.54	7,240.81
33.55	35.20	37.15	39.05	41.18	**17**	5,451.07	5,719.99	6,037.32	6,345.24	6,692.15
32.25	33.83	35.72	37.54	39.59	**16**	5,241.31	5,498.13	5,804.70	6,100.52	6,433.98
29.20	30.81	32.35	33.99	35.85	**15b**	4,745.15	5,006.00	5,257.45	5,523.68	5,826.22
31.00	32.52	34.32	36.07	38.05	**15a**	5,036.93	5,284.34	5,577.46	5,861.18	6,182.54
28.77	30.22	31.72	33.35	35.16	**15**	4,675.23	4,910.54	5,155.26	5,418.80	5,713.27
28.63	30.05	31.72	33.35	35.16	**14**	4,652.37	4,883.64	5,155.26	5,418.80	5,713.27
29.20	30.65	32.35	33.99	35.85	**13a**	4,745.15	4,980.46	5,257.45	5,523.68	5,826.22
28.63	30.05	31.72	33.35	35.16	**13**	4,652.37	4,883.64	5,155.26	5,418.80	5,713.27
27.52	28.89	30.48	32.03	33.78	**12**	4,472.19	4,694.05	4,953.56	5,205.01	5,488.72
24.43	25.64	27.07	28.45	30.00	**11**	3,970.65	4,166.96	4,398.24	4,622.79	4,875.58
24.94	26.16	27.61	29.02	30.61	**10**	4,052.67	4,250.33	4,486.98	4,715.57	4,973.73
24.43	25.64	27.07	28.45	30.00	**9**	3,970.65	4,166.96	4,398.24	4,622.79	4,875.58
23.03	24.16	25.51	26.80	28.27	**8**	3,742.06	3,926.28	4,145.45	4,355.21	4,593.21
21.79	22.87	24.14	25.36	27.24	**7**	3,540.37	3,716.52	3,922.24	4,121.25	4,426.47
21.27	22.32	23.56	24.77	26.11	**6**	3,457.01	3,627.77	3,828.12	4,024.43	4,243.61
18.15	19.06	20.11	21.14	22.29	**5**	2,950.09	3,096.65	3,267.42	3,435.49	3,622.39
21.27	22.32	23.56	24.77	26.11	**4**					

NOTE: Hourly salary is determined by dividing the monthly rate by 162.5

CLASSIFICATION	RANGE	CLASSIFICATION	RANGE
Assistant High School. Building Foreman....	16	Grounds Equipment Operator.....	16
Building Maintenance Specialist.....	17	Head Custodian.....	16
Bus Driver.....	17a	Irrigation Technician.....	19
Cafeteria Delivery Driver.....	9	Campus Safety Assistant (CSA/LPS).....	4
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District Office Custodian.....	16	School Lunch Helper II.....	8
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$2.20	20 years of service - 4.47% of Range 19 - Step E	$357.50
$2.58	25 years of service - 5.25% of Range 19 - Step E	$419.89
$3.20	30 years of service - 6.50% of Range 19 - Step E	$519.86
$3.94	35 years of service - 8.00% of Range 19 - Step E	$639.83

Effective July 1, 2026

EXHIBIT C

San Lorenzo Unified School District, Personnel Services

SEIU PERSONAL NECESSITY LEAVE NOTIFICATION FORM

PLEASE PRINT:

Name _____ Date of Request _____

Position _____ School / Department _____

Leave Dates: From _____ Through _____

Total days of leave requested _____

Personal Necessity Leave Notification Form shall be submitted to the Immediate Supervisor at least three (3) working days prior to the beginning date of the leave, except where extenuating circumstances make this impossible. Such leave may be used at the discretion of the unit member.

Check ✓ appropriate category below referencing Article VII.G of the SEIU Contract:

☐ USE OF SICK LEAVE FOR PERSONAL NECESSITY

Up to ten (10) days of absence earned for sick leave may be used by a unit member, at his or her election in any one fiscal year, for personal necessity, as follows:

☐1. The death of a member of the unit member's immediate family or any relative living in the immediate household of the unit member.

☐2. Accident or illness involving the unit member's person or property or the person or property of a member of his or her immediate family.

☐3. Appearance to testify in any court or before any administrative tribunal as a litigant, party or witness.

☐4. Absence due to a medical incapacity of a member of the unit member's immediate family, serious in nature, which under the circumstances the unit member cannot reasonably be expected to disregard and which requires the attention of the unit member. The administration may require a physician's verification at any time it is deemed necessary; however, verification shall be required should the leave exceed one working day.

☐**5.** Three (3) personal business days that cannot be taken care of before or after duty hours or on Saturdays or Sundays. This day may be used without stating the reasons for such leave or obtaining advance permission.

***** With advanced permission by the CPO, Personal Business Days may be taken next to any holiday, or holiday-weekend. Only three (3) District-wide 'exception days' will be granted for days attached to a holiday or holiday weekend.

*****Please explain reason for request: _____

☐ LEAVE WITHOUT PAY (Deduct from Warrant)

Unit member's Signature: _____

Action: ☐ Forward to Personnel

REVIEWED BY IMMEDIATE ADMINISTRATOR **☐ Return to Unit member**

Signature: _____ Date: _____

ACTION BY CHIEF PERSONNEL OFFICER:

Signature: _____ Date: _____

SEND ALL COPIES TO THE PERSONNEL OFFICE FOR PROCESSING

DISTRIBUTION: WHITE – Personnel Office YELLOW – Sub Desk PINK – Unit member

EXHIBIT D

San Lorenzo Unified School District
Campus Safety Assistant (CSA) CLASSIFIED EMPLOYEE PERFORMANCE REPORT
(Read instructions on reverse side before completing)

Name of Employee _____ Rating Period _____ to _____

Classification _____ Type of Rating _____

Location _____

FACTORS TO BE RATED	**Unaccept -able**	**Needs to Improve**	**Meets standard**
QUALITY OF WORK 1. Performs duties in an accurate manner			
2. Completes work in a thorough manner			
3. Moves and scans through target areas while supervising			
4. Interacts with students and is an active presence while supervising			
QUANTITY OF WORK 5. Stays on task throughout work period(s)			
6. Does work required in reasonable time			
WORK HABITS AND ATTITUDES 7. Organizes work well			
8. Uses time efficiently			
9. Uses good judgment in the performance of work			
10. Learns and complies with procedures, rules and regulations			
11. Demonstrates an interest in his/her work			
12. Understands present job			
13. Is efficient in the use of materials and equipment			
14. Has knowledge of methods and equipment			
15. Readily adjusts to new work situations			
16. Accepts job responsibilities			
17. Is concerned with safety factors			
PUNCTUALITY 18. Complies with assigned hours of work and schedule			
19. Has good attendance record			
20. Contacts school (supervisor) at earliest opportunity if absence or tardiness is unavoidable			
DEPENDABILITY 21. Attends to duties in absence of direct supervision			
22. Follows oral instructions and directions of principal			

Agreement Between the

BOARD OF EDUCATION

Of

THE SAN LORENZO UNIFIED SCHOOL DISTRICT

And the

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 1021

7/1/2024-6/30/2027

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement

On: November 18, 2025
DATE

SERVICE EMPLOYEES INTERNATIONAL, UNION, LOCAL 1021

Robert Bickford

By _____
Chapter President, Robert Bickford

Steve Larsen

By _____
Chapter Vice President, Steven Larsen

Andre Spearman

By _____
Field Representative, Andre Spearman

Kaden Kratzer

By _____
Schools Director, Kaden Kratzer

Nely Obligacion

By _____
Director of Advocacy and Internal Organizing, Nely Obligacion

David Canham

By _____
Executive Director, SEIU Local 1021, David Canham

SAN LORENZO UNIFIED SCHOOL DISTRICT

Juan Campos

By _____
PRESIDENT OF THE BOARD OF EDUCATION

Gia Scruggs

By _____
VICE PRESIDENT CLERK OF THE BOARD OF EDUCATION

Jessica Saavedra

By _____
Jessica Saavedra, Asst. Superintendent HR